

GDF SUEZ European Works Council Agreement

INTRODUCTION

The merger between Gaz de France and SUEZ created an industrial group, one of the leading energy providers in the world in the gas, electricity, energy services and environment sectors. GDF SUEZ is active across the entire energy chain, upstream to downstream, as well as in environmental services. It is committed to providing long-term solutions to major challenges based on an ambitious and responsible industrial model, in accordance with international regulations: the fundamental principles and rights of the ILO, the UN Global Compact and Declarations and the guiding principles of the OECD.

Because management and employee representatives believe social dialogue to be one of the foundations underpinning its economic success, the Group intends to back up its development by creating bodies to facilitate this dialogue between Management and the representatives of the Group's employees.

The priority area for the Group to realise this ambition in practice is the enlarged Europe with its incoming Member States, on the basis of transnational laws and practices, and in particular, the European Directive on European Works Councils as transposed into law in the Member States of the European Union (by Law No. 96-985 of 12 November 1996 in France 1996).

Within this geographical area, the aim of the signatories to this agreement is to ensure that the EWC acts as an information and consultation body in which Management and employee representatives shall endeavour to ensure the efficiency of the companies in the Group, while at the same time taking the interests of employees into consideration. Within the scope of the EWC, they are convinced that social dialogue can enhance the relevance and effectiveness of Management decisions by enabling employee representatives to be informed of and understand the reasons for these decisions, and to suggest additions or improvements. In so doing, they wish to see the Group's development linked with improvements in the material conditions and morale of employees. Particular attention shall be paid to issues regarding employment, working conditions, health and safety, vocational training, mobility, diversity and equal opportunities.

The signatories also wish to ensure that the EWC is one of the means by which GDF SUEZ's principles of social responsibility and its public service values are demonstrated and shared, notably with regard to solidarity and access to water, waste management and energy for customers in difficulty. Accordingly, they intend to promote the emergence of a strong identity combining the cultural diversity within the Group's companies with the shared aim of economic and social progress in Europe.

ARTICLE 1 - PURPOSE OF THE AGREEMENT

The European Works Council (EWC) is an information and consultation body for employee representatives covering issues of concern to the Group as a whole (dominant company and subsidiaries).

The European Works Council (EWC) also aims to promote information, the exchange of points of view, and social dialogue, as well as to promote the sharing of experience and develop consultation.

It is consulted on transnational issues of concern to the community-wide company, or the group of community-wide companies, or at least two companies or establishments of the company or the Group located in two different Member States.

Also considered as transnational issues are questions concerning a subsidiary located outside France falling within the scope of a decision of the dominant company, or which are a direct consequence of one of the strategies of the Group and which are significant for the European personnel in terms of the scope of their potential impacts, or which involve a transfer of activities between Member States.

Information and consultation of employees takes place at the appropriate Management and representation level, depending on the issue at hand and the applicable documents on the matter.

The purpose of the EWC is to improve the quality of the information provided to the employees of all companies within the consolidation scope of the GDF SUEZ Group.

In accordance with the principle of subsidiarity, the EWC is not a replacement for the personnel information and consultation bodies operating in each company and in each country, which retain all of their authority and duties.

The purpose of this agreement is to define the scope, information, consultation, composition, operation and resources of the EWC.

ARTICLE 2 - CONSOLIDATION SCOPE CONCERNED

This agreement covers the dominant company and its subsidiaries in European countries (European Union, FTA and EU candidate countries).

The Appendix to this agreement gives the list of these companies on the date of signature. It is subject to change according to developments in the Group.

Within this geographical area, the agreement covers the companies over which GDF SUEZ exerts a dominant influence, according to the meaning of Article 1 of the legislation transposing the Directive into French Law.

The following are included in the consolidation scope: companies consolidated according to the full consolidation method (see the definition in Appendix 1) or in which GDF SUEZ has a majority interest of over 50% of the shares, provided that they comply with the criteria for dominant influence.

This definition of the consolidation scope shall be reviewed once a year at the beginning of the year (according to the position at 31/12 of the previous year) in order to take any changes in the Group into account and to make any amendments required.

Moreover, if a company or a group of companies in which GDF SUEZ holds 10 - 50% of the shares within the geographical scope specified above does not fulfil the criterion referred to above, but does have a special position within the Group by virtue of its size, the number of employees involved, its social importance in that country, its strategic importance, or particular position in the Group, the EWC Secretariat and the Management representative may nevertheless examine the specific situation with a view to allowing an observer or additional members to participate, subject to the agreement of the Chairman and the majority of the EWC employee representatives.

When a new company based in a country not represented on the EWC meets the criteria specified in Article 2, one or more members may be appointed, in accordance with the provisions of Article 6, during the first meeting of the Secretariat and approved during the next plenary session of the EWC.

The Secretariat shall be informed about any company that no longer fulfils the criteria for inclusion within the scope of the EWC. The information will then be sent to members electronically.

ARTICLE 3 - INFORMING THE EWC

EWC members shall receive continuous information relating to the life of the Group and its economic, financial and social strategies at European level.

To this end and in due time, Management shall provide the employee representatives with information enabling them to understand the objectives pursued and strategies implemented, evaluate their impact, assess the results achieved, and follow up issues that fall within the EWC's remit.

The content of this information relates in particular to:

- the structure of the Group and its development,
- the Group's strategic guidelines and its economic (provisional financial elements) and social outlook for the next and subsequent years, if available, and more especially, those pertaining to the Group's companies in Europe.
- the Group's economic and financial situation (including the consolidated financial statements, the relevant statutory auditor's report and investments),
- developments in the Group's activities as a whole and their impact on employment in the Group,
- social characteristics for the Group as a whole based on the information in the Group Social Reporting.

Other cross-cutting topics (equal opportunities, R&D, etc.) may be specifically discussed.

The Chairman may also submit any information to the EWC that deems relevant on the Group's global strategy.

Such information and its social consequences may give rise to debate.

Without prejudice to the obligations of other bodies, the EWC Secretariat shall be immediately informed between two plenary meetings of any changes in the structures and the strategic orientations of the Group.

Management reserves the right to postpone the communication of certain information that may seriously harm its strategic interests. When in a position to communicate this information, it will inform the EWC of the reasons for the postponement.

The EWC shall be informed of European agreements or Charters signed within GDF SUEZ by the trade union organisations and Management. Provided that the signatories of these Charters or European agreements have specifically provided for it, the EWC may also participate in the implementation and monitoring of Charters or European agreements.

ARTICLE 4 - EWC CONSULTATION

4-1

Consultation with the EWC is understood to mean the establishment of dialogue and an exchange of points of view between employee representatives and Management, at a time, in a manner and with content to enable employee representatives to express a relevant opinion, based on the information provided.

Accordingly, the EWC shall have accurate, written and relevant information on the matters on the agenda. This information shall be provided in accordance with Article 7-4.

Consultation shall take place according to the conditions and in the areas set forth hereafter.

4-2

The EWC must be consulted on the Group's policies in the following areas:

- research and development policy,
- new industrial processes, technologies and working methods,
- environment policy,
- undertakings of general interest,
- equal opportunities,
- training policy,
- prevention and safety, working conditions, hygiene and health policy,
- Group social policy in the area of restructuring,
- mobility policy.

Debates on these issues must be such that employee representatives can express their opinion and Management can respond.

4-3

In the event of exceptional circumstances within the remit of the EWC, whose implications are likely to have a serious impact on the interests of the employees in the Group (for example, relocation, disposals, mergers or closures of companies or establishments, mass redundancies, voluntary redundancy plans, etc.), the EWC shall meet in extraordinary session on the Secretary's request.

It must be consulted in sufficient time for the issues debated or the EWC's opinion to be incorporated in the decision-making process. Moreover, Management must provide a substantiated response to the EWC's opinion.

Article 5: OPINIONS OF THE GDF SUEZ EWC AND EMPLOYEE INFORMATION:

5-1

The EWC is a forum in which the members are free to express their views and opinions on all its areas of application.

In view of both the range of topics to be discussed at EWC meetings and the work required to look into each individual issue effectively, the EWC has decided to form working groups to extend its work.

Accordingly temporary working groups shall be formed (Article 5.2) on an ad-hoc basis when required by an issue, as well as permanent working groups to cover a number of areas within the remit of the EWC (Article 5.3).

The task of these working groups is to facilitate and provide greater depth to the work of the plenary body. They are not intended to replace either the role of the EWC, or the role of the trade union organisations.

5-2

Ad hoc and temporary working groups may be formed, composed of representatives of the EWC. If necessary, such working groups may be assisted by competent professionals, who may either be Group employees or not. The formation of these working groups and the appointment of outside professionals are decided on the joint initiative of the Chairman and employee representatives.

5-3 Permanent working groups

In addition to the working groups referred to in Article 5-2, permanent working groups are formed, to promote cooperative social dialogue.

The task of these working groups is to promote information, consultation and social dialogue, as well as to analyse issues specific to each activity sector in greater depth, particularly relating to strategy, and from an economic, financial and social (working conditions, safety and health), point of view.

These groups derive from the EWC, which appoints some of its members by majority vote to lead select discussion groups and report back to the EWC.

Provided that no similar GDF SUEZ bodies exist at European level, the following permanent working groups are formed:

- *Employment, training, mobility, diversity and equal opportunities,*
- *health, safety and the prevention of occupational hazards,*
- *guarantees regarding security and conditions of employment and social reporting.*

Each of these working groups is composed of elected full or deputy members of the EWC who have developed an interest or specific skill in the areas concerned, as well as Management representatives.

Working groups are formed for the following areas:

- Energy Europe (activities of the Energy France Business Line, Infrastructure Business Line, Energy Europe Business Line Division Benelux and Europe Division, Global Gas and LNG Business Line),
- The environment (Environnement Business Line)
- Energy Services (Energy Services Business Line).

Each of these working groups is composed of elected full or deputy members from the sector concerned, as well as Management representatives from the same activity sector, and Management representatives.

Management and the Secretariat jointly specify the number of participants in these working groups.

To create additional working groups, the EWC must meet in special session with a majority of its members present and obtain the approval of the EWC Chairman.

2 meetings per year are planned. Additional meetings can be agreed upon, in consultation with the EWC Secretariat and management.

The agenda for the working groups is set in consultation between the group coordinators and management.

Working group meetings are preceded by a preparatory meeting and followed by a briefing meeting, for the specific purpose of drafting a report for the EWC.

On the basis of the activity reports submitted by the working groups, the EWC or the Secretariat may put forward questions that can be included in the agenda for a plenary session.

Employee representatives of companies or the group, not represented in the EWC, as well as competent professionals, group employees or not, may be invited to the permanent working group meetings, following consultation between Management and the Secretariat.

The conditions of the practical operation of the permanent working groups are governed by the EWC Rules of Procedure, which must be adopted by majority decision, and which may provide for the appointment of coordinators or rapporteurs and specify the rules and procedures for circulating information and activity reports between the EWC and its working groups.

5-4

Information on discussions within the EWC and its opinions must be wide-ranging and circulated quickly to the Group's employees.

This information must be prepared and distributed according to the specific practices of each company within the Group.

The Secretariat and members of the EWC are responsible for and have the resources required to circulate the information to the Group's employees.

A "Communication" working group shall be formed to define the terms and conditions for the implementation of this Article in more detail. Amongst other duties, it shall be tasked with improving employee access to information on EWC activity on the Intranet.

5-5 Expert opinions

Within the scope of competence of the EWC, employee representatives may:

- decide, on their sole initiative and by a majority vote, to have an expert appraisal carried out on issues within the remit of the EWC consultation.
- agree with the Chairman to commission any other expert appraisals.

The specifications for the expert appraisal and the appointment of an expert must be approved by a majority decision of the plenary session prior to commencing the expert appraisal unless otherwise specified in the last paragraph of Article 7-2-1.

The members of the EWC and the Chairman shall jointly decide the lead time for completion of expert appraisals paid for by the company at the time of the vote.

The terms and conditions for financing these expert appraisals are set forth in Article 7-6.

The firm of experts is chosen in consultation with other employee representative bodies to avoid duplication. The expert report shall be sent to all bodies concerned.

The mandatory expert appraisal of the consolidated accounts carried out by the French Group Council, expanded to take European aspects into account, shall be presented and explained during an EWC session.

ARTICLE 6: COMPOSITION OF THE EWC

6-1) Full members:

The EWC is chaired by the CEO of the dominant company. It is composed of representatives of the employees of Group companies, who are themselves employees of these companies.

The following is the number and breakdown of full EWC members representing employees :

- each country represented within the consolidation scope of the Group shall appoint one ex-officio member, representing the employees of all Group companies in that country, if there are at least 150 employees.
- in each country, the employees of Group companies shall be represented, by one member according to the following employment size groups:
 - 3000 - 5999
 - 6000 - 8999
 - 9000 - 11,999
 - 12,000 - 14,999

15,000 and upward: 1 additional member per 4750 employees.

As long as AGBAR does not fall within the consolidation scope defined in article 2, it is represented by 2 full and deputy members. This number may be reviewed annually, according to the changes in total personnel in the AGBAR group. These representatives have the same prerogatives as the other members of the EWC.

6-2) Deputy members

Deputy members are appointed according to the same conditions and at the same time as the full members. They participate in preparatory, plenary and reporting sessions in the absence of a full member of their delegation. They may be appointed to take part in the various working groups.

A deputy replacing a full member has the same rights and obligations as a full member. He also has the rights for deputies, laid down in this agreement.

They systematically receive the same documents and information as full members and are permitted to take part in any training intended for full EWC members.

Full and deputy members must be Group employees.

6-3) Invited members

Those invited by the EWC in a consultative capacity are:

- observers, according to the conditions set out in Article ...
- with the Chairman's agreement, one or more competent professionals, according to the issues on hand;
- on a permanent basis, two representatives from European trade-union federations.

6-4) Appointment of members:

French members are appointed by national, representative trade union organisations from amongst their elected, full, deputy or appointed members, on the basis of how many employees each represents, measured by the results of the elections to the works councils or establishments used to create the Group Council on the nearest date.

The representatives of the employees in companies or undertakings included within the consolidation scope and located outside France are appointed or elected in accordance with the provisions of the law transposing the Directive in each country, where they are specified, or if not, according to the representation practices or rules in these countries.

Appointments by representative trade union organisations, or failing these, by employee representatives, shall ensure equitable representation taking into account diversity of activities and gender balance. The company Divisions to which the EWC members belong shall ensure that they are facilitated to carry out their mandate and attend meetings.

6-5) Term of office:

Subject to the provisions of Article 6-6, the term of office is set at 4 years.

6-6) Changes to representation:

Changes to employee representation associated with developments in the Group must comply with the provisions of Article 2 regarding the consolidation scope.

Once a year, employee representation on the EWC, specified in Article 6-1, is adjusted according to the changes in the consolidation scope defined in Article 2, except for the situations stated in the second to last paragraph of Article 2.

An EWC member's mandate automatically ends when the company to which the representative belongs falls outside the consolidation scope of the Group.

Likewise, the same applies if the representative loses his or her electoral or trade union mandate. In this case, the outgoing member is replaced in accordance with the rules for appointment set out in Article 6-4.

ARTICLE 7: OPERATION AND RESOURCES:

7-1) Chair

The meeting is chaired by the Group's CEO or his representative.

The Chairman's representative has the same powers and duties as the CEO of the dominant company.

The EWC Chairman may be assisted by the persons of his choice, in particular Business Line Managers, and, if necessary, experts according to the issues on hand.

7-2) Secretariat:

7-2-1) Composition and role of the Secretariat:

The secretariat comprises a Secretary and deputy secretaries in accordance with the breakdown hereafter.

The Secretary and deputy secretaries are elected from among the full members of the EWC.

The Secretary represents the EWC in carrying out all tasks associated with the Committee's legal status.

The Secretariat is responsible for coordinating the EWC's activities and follow-up between sessions and organising the meetings. It is also responsible for monitoring the expert appraisals referred to in Article 5-5, in cooperation with Management where the expert assistance is requested jointly.

The Secretariat is the permanent coordination body between Management and the EWC members, representing employees on issues relating to the operation of the EWC and the working groups.

In addition to its coordination and monitoring missions, the Secretariat is a primary forum for discussions with Management.

The Secretariat meets once a month in a meeting taking place over one day. A member of Management shall attend part of each meeting to discuss topical issues.

The Secretariat is governed by Rules of Procedure approved by the EWC.

The EWC Secretariat may request the assistance of an expert, with the Chairman's approval, according to the conditions set by the EWC.

7-2-2) Appointment of the Secretariat:

The Secretary is elected for the duration of his term of office as an EWC member (4 years) by an absolute majority vote of the EWC employee representative full members in a single ballot.

If no candidate obtains the absolute majority, a second ballot will be held: the candidate who obtains the majority of votes shall then be elected secretary.

If no candidate is elected, a third ballot will be held between the two candidates that obtained the most votes in the second ballot (or more in the event of a tie). The candidate who obtains the majority of votes shall then be elected.

When requested by a member, the election of the secretary shall be carried out by secret ballot.

The representatives of French employees appoint one Deputy Secretary per representative trade union organisation at national level.

The representatives of employees of other nationalities in the Group appoint 8 Deputy Secretaries, in accordance with the terms and conditions defined by them. In the event of disagreement, these Deputy Secretaries come from the 8 countries in which the Group employs the largest workforce.

Appointments to the position of Secretary and Deputy Secretaries shall ensure fair representation taking the diversity and transnational nature of the Group into consideration-

All employee representatives approve the list of Deputy Secretaries by absolute majority.

7-3) Meetings:

Barring exceptional circumstances, the EWC meets in plenary session twice a year (once in France and once in another European country in which the Group has a presence, convened by the Chairman.

Meetings take place over one day. If required, they can be extended by one day, depending on the agenda.

The employee representatives hold a preparatory meeting the day before the plenary and a debriefing meeting the next day.

The Secretary and the Chairman of the EWC may convene one or more additional meetings.

Moreover, the EWC shall be entitled to meet within six weeks if the majority of the employee representatives so request.

7-4 Agenda:

The Chairman and the Secretary set the agenda jointly.

In the absence of agreement on the contents of the agenda, it is set by the Chairman.

However, if the majority of the employee representatives request inclusion of an item on the agenda, the request must be granted.

The agenda is sent electronically to the full and deputy members at least 3 weeks before each ordinary meeting. All the documents required to brief the EWC are sent electronically at least 15 days before each ordinary meeting. For extraordinary meetings, the agenda and all the related documents are sent as soon as possible.

These documents are translated into all EWC languages.

Particularly lengthy documents may be sent in hard copy on request.

7-5 Minutes of meetings

The Secretary is responsible for compiling the meetings of the plenary sessions.

The minutes include the main points of the discussions, positions and opinions expressed by all parties.

The draft minutes are first conveyed to the Chairman and then sent out to the participants in their language within one month from the date of the meeting. The final document, approved at the next meeting, is signed by the Chairman and the Secretary and then distributed to the Group's companies by the Secretariat.

7-6) Budget and operating costs:

All costs incurred in connection with the meetings provided for in Articles 5-2, 5-3 et 7-3 are met by the Group (translation and distribution of preparation documents and minutes, the transport and

accommodation expenses of employee representatives and invited members, referred to in Article 6-3).

Management shall meet the costs in connection with the Secretariat's monthly meetings.

Management will endeavour to reduce the costs that are met by smaller companies.

The Group shall also meet the cost of training for full and deputy members of the EWC, as specified in Article 8-4 hereafter.

The Secretariat is provided with equipped (IT and telecommunications) and independent premises on a permanent basis. The Secretariat shall be provided with part-time administrative support.

The costs incurred in connection with the working groups specified in Article 5 and the expert appraisals decided with the Chairman's approval (Article 5.4) are paid by the Group.

Translations commissioned on the initiative of the Secretariat, as part of preparation for and debriefing after meetings, are paid by the group.

Each year, a budget is allocated to the EWC and monitored by the Secretariat, in particular to cover the cost of the expert appraisals decided on the EWC's initiative, of other translations commissioned on the initiative of the members or the Secretariat, and of the transport and accommodation expenses that are not covered by Management.

The maximum budget is set at EUR 80,000 per year.

ARTICLE 8: STATUS AND RESOURCES OF FULL AND DEPUTY MEMBERS

8-1) Protection clause for employee representatives on the EWC:

The protections or guarantees enjoyed by the EWC members arise, where applicable, from their national mandates, from legislation and/or the conventional or regulatory agreements that govern them.

Work and activities that are part of an EWC member's mandate are assimilated to a professional activity, and cannot lead to discrimination or sanction.

8-2) Material resources of members:

All full and deputy members are provided with the modern IT and telecommunication resources they need to carry out their duties, according to best practices in their home companies (mobile telephone, laptop computer, printer and consumables, Internet access, Wifi) and access to all modern communication systems enabling good communication between members.

The company shall provide any maintenance, updates and replacements required, in accordance with the usual procedures in the home companies.

8-3) Time off rights

In addition to the time spent in each EWC preparatory, plenary and debriefing meeting, full and deputy members of the EWC are all given the time they deem necessary to fulfil their mandate.

When a member wishes to exercise this possibility, he should inform his manager, giving reasonable notice, unless there are exceptional circumstances.

Application of this system relies on the responsibility of each individual and on trust.

In the event of problems applying the system, there will Management and the Secretariat will hold a discussion in order to resolve this difficulty.

If recurring problems persist, Group Management could define another method of operating after discussion with the Secretariat.

The EWC Secretary has an additional 800 hours time off rights per year (excluding travel time and meetings).

8-4) Training of EWC members:

Each EWC member (full and deputy members) receives five training days per year. This training may be delivered by accredited training organisations or by national or European trade union federations or confederations.

10 EWC members may participate in "*Prospective Days*" organised by the GDF SUEZ University.

The above notwithstanding, language training (French or English) shall also be provided for all EWC members, in accordance with the Group's policy for the development of language skills.

8-5) Visiting rights:

The members of the EWC shall have access to all companies included within the Group's consolidation scope, so that they can meet with elected employee representatives or trade union representatives on site. They may visit the sites of these companies, with the prior agreement of the head of the relevant company.

Travel expenses (transport, accommodation and interpretation services) for up to 35 round trips per year are paid by Management.

Once a year, a site visit shall be organised for all members participating in a plenary session.

When an EWC member represents several companies, or a company consisting of more than one establishment within a given country, he shall have the right to consult with the employees on-site and report to them with respect to his mandate, after first consulting with that company's Management in particular on the associated means.

8-6) Confidentiality obligation:

EWC members, the expert(s) assisting them, as well as observers, are bound by professional secrecy and a confidentiality obligation with respect to the confidential information supplied to them by Management, in accordance with the provisions of the (French) Labour Code. This obligation continues even after the expiry of their mandate.

8-7) Value placed on experience

The experience and skills acquired throughout the EWC member's term of office may be recognised in their career development.

ARTICLE 9: TERM, REVIEW AND TERMINATION:

This agreement shall come into force on the day after registration. Under no circumstances may this agreement lessen the members' rights originating from national regulations.

It shall run for a fixed term of 4 years.

It shall be renewed for 4-year periods by tacit agreement.

This agreement may be revised at any time to include amendments, particularly in response to events such as changes in the consolidation scope or in the legal or regulatory framework which may disrupt the general equilibrium of the agreement.

The revision agreement must be signed by the CEO of the dominant company and by the majority of the employee representative members of the EWC.

At the end of the initial 4-year period, the agreement may be terminated at any time by the CEO of the dominant company or by the majority of the employee representative members of the EWC.

The other party shall be notified of the termination by registered letter(s) with acknowledgement of receipt. The agreement shall cease on the expiration of a notice period of six months.

Within one month of notice of termination, the Chairman of the EWC shall convene the members as set forth in Article 6-4 to an initial negotiation meeting with a view to drawing up a new agreement.

If the parties fail to reach an agreement at the end of the six-month notice period, the Chairman and the majority of EWC members representing the employees may agree to extend the effects of the initial agreement for a maximum period of one year.

If significant modifications are made to the structure of the company, arising in particular as a result of mergers, acquisitions or splits, resulting in a conflict between the provisions of two or more applicable agreements, Management shall commence negotiations on its own initiative or on the written request of at least one hundred employees or their representatives.

A Special Negotiations Body shall be formed, in accordance with the terms and conditions agreed by a seminar attended by the members of the European Works Councils of the relevant companies and in consultation with Management.

Throughout these negotiations, the existing European Works Council(s) shall continue to operate, in accordance with the terms and conditions that may be adapted by agreement between the members of the European Works Councils and Management.

When the new European Works Council commences operation at the end of the procedure referred to in the first paragraph above, the previously existing European Works Council(s) shall be dissolved and the agreement(s) constituting them shall cease.

ARTICLE 10: REGISTRATION:

This agreement shall be translated for each member into the language of the country he represents. However, only the French version shall be legally binding on the parties.

This agreement is governed by French law. The head office of the GDF SUEZ European Works Council is at 16-26 rue du Docteur Lancereaux, 75008 Paris.

In the event of a dispute, differences shall be brought before the French courts

This agreement shall be registered by the Management of the dominant company at the *Direction départementale du travail et de l'emploi* (regional labour and employment office) and at the *Conseil de prud'hommes (conciliation board for industrial disputes)* in Paris.

Appendix 1

Pursuant to IFRS accounting standards, GDF SUEZ consolidates the companies it controls according to the full consolidation method.

Control must be assessed based on capital holdings (*de jure* control), as well as according to the Group's other rights with respect to the entity under consideration (*de facto* control).

1 *De jure* control

De jure control is presumed when the Group holds the majority of the voting rights.

1.1 Existing voting rights

The number of voting rights is determined by taking the voting rights held directly and indirectly by the Group into account.

Accordingly, shares held jointly with third parties by the companies controlled by the Group (joint ventures) or shares held by third parties must be taken into account.

In exceptional cases, it is possible that the majority of the voting rights does not result in control; for example, when severe and lasting restrictions (restrictions on cash transfers, etc.) are imposed by governments, placing a question mark over the control exercised over the company.

1.2 Potential voting rights

The existence of direct or indirect potentially exercisable or convertible voting rights must also be taken into consideration when assessing whether or not control exists.

2 *De facto* control

Control is established even in the absence of holding the majority of the voting rights, if the Group has:

control of more than half of the voting rights by virtue of an agreement with other investors

the power to direct the financial and operational policies of the entity by virtue of a regulatory text or contract

the power to appoint or dismiss a majority of the members of the board of directors or the equivalent management body, if control of the entity is exercised by this board or body;

the power to muster a majority of the voting rights in meetings of the board of directors or the equivalent management body, if control of the entity is exercised by this board or body.

Appendix 2

List of companies within the scope of the EWC

Geographic area	Country	Business Lines	Company		
Europe (Others)	<u>Switzerland</u>	BSE - Services à l'énergie	AXIMA AG CALIQUA AG DBS TECHNIQUES COFATHEC ELECTRICITE PLAINPALAIS		
		Suez Environment Company	DEGREMONT SUISSE Degrémont Technologies Ltd		
	<u>Norway</u>	B3G - Global Gaz et GNL	GDF Norge		
		BSE - Services à l'énergie	FABRICOM AS		
	EU	<u>Austria</u>	BSE - Services à l'énergie	AXIMA GEBAUDETTECHNIK GMBH AXIMA REFRIGERATION LAUTERACH	
			<u>Czech Republic</u>	BSE - Services à l'énergie	CHEMING FABRICOM CZ Spectrum cz
		Suez Environment Company		Sita CZ SPVS Sumperk VHS Benesov	
		<u>Germany</u>		B3G - Global Gaz et GNL	GDF Energy Deutschland (GDF Deutschland Commercialisation) GDF Produktion Exploration Deutschland (DEXPRO)
				BEEI - Energie Europe & International	ELECTRABEL DEUTSCHLAND AG (GDF SUEZ EENERGIE DEUTSCHLAND AG) ELECTRABEL SAARLAND ENERGIE SAARLORLUX ESLL Gbr
			BI – Infrastructures	GDF Deutschland GDF Deutschland Transport GDF Speicher Deutschland GmbH	

BSE - Services à l'énergie
AXIMA GMBH
AXIMA REFRIGERATION GMBH
CALIQUA POWERTEC GMBH
Suez Environment Company
Eurawasser
SCORI GMBH
SE Deutschland Gmbh
SITA REMEDIATION DEUTSCHLAND

Denmark

Suez Environment Company
Degrémont Danemark

Spain

B3G - Global Gaz et GNL
Comercializadora Activité Gaz
BEEI - Energie Europe & International
CASTELNOU
ELECTRABEL ESPANA
BEF - Energie France
AES Energia Cartagena
BSE - Services à l'énergie
AXIMA FACILITY MANAGEMENT SA
AXISI
COFATHEC Groupe
CRESPO Y BLASCO
Elyo Iberica
SUEZ Energy Services España
Suez Environment Company
Degrémont Espagne
OIS SA Espagne
METALIMPEX IBERICA
SE Espana (ex Cantome XXI)

Finland

Suez Environment Company
SITA FINLAND OY AB

Greece

BSE - Services à l'énergie
AXIMA SERVICES AE

Hungary

BEEI - Energie Europe & International
DUNAMENTI
ELECTRABEL HUNGARY
Groupe EGAZ - DEGAZ
BSE - Services à l'énergie
AXIMA KFT
FABRICOM ELECTRICAL SARL
FABRICOM HONGRIE

Italy

B3G - Global Gaz et GNL
VENTES NEGOCE Italie

BEEI - Energie Europe & International
ELECTRABEL ITALIA
ROSIGNANO ENERGIA SPA (ROSEN)
VENDITE Italia Intégrée

BSE - Services à l'énergie
Cofathec Groupe
Elyo Italia
VEIO INGEGNERIA

Suez Environment Company
DEGREMONT ITALIE
OIS SRL (Italie)
Ondeo Italia
SITA ITALIA (Ecograf)

**G.D.
Luxembourg**

B3G - Global Gaz et GNL
SUEZ LNG TRADING SA

BEEI - Energie Europe & International
TWINERG

BSE - Services à l'énergie
AXIMA SERVICES Luxembourg
ENERGOLUX S.A.
SOLELEC

Suez Environment Company
COMPTA 22
COMPTA 37
LAMESCH Exploitation (Compta 4)
SOLUCOM

Netherlands

B3G - Global Gaz et GNL
GDF Production Nederland BV
GDF Supply Trading Marketing NL BV

BEEI - Energie Europe & International
Electrabel European Portfolio Management
ELECTRABEL NEDERLAND BEHEERMAATSCHAPPIJ
ELECTRABEL NEDERLAND NV
ELECTRABEL NEDERLAND SALES BV
Electrabel Nederland Services BV
Electrabel Nld Retail BV

BSE - Services à l'énergie
AXIMA SERVICES BV
FABRICOM GTI MAJOR PROJECTS BV
GTI

Suez Environment Company
OIS , B.V. (Pays-bas)
SITA NEDERLAND BV
SITA REMEDIATION HOLLANDE

Poland

BEEI - Energie Europe & International
Electrabel Polska SA (ex-Polaniec)
Electrabel Polska Sp.z.o.o. (ex-EBL Polska)

BSE - Services à l'énergie
PRE-ELEKTROMONTAZ POLUDNIE

Suez Environment Company
 SE Polska (ex Sita Polska)
 BSE - Services à l'énergie
 ACIT
 Climaespaco
 ENDEL ENGENHARIA E SERVICOS INDUSTRIAIS
 Suez Environment Company
 Degrémont Portugal

Romania

BEEI - Energie Europe & International
 DEPOMURES
 DISTRIGAZ Sud (RON)
 BSE - Services à l'énergie
 FSSR ROUMANIE
 TEHNOMAT
 TRAPEC

Slovakia

Suez Environment Company
 TVS TRENCIN

Sweden

Suez Environment Company
 SITA SVERIGE AB.

Belgium

OTHERS

COSUTREL C (CORPORATE)
 TRACTEBEL MAISON MERE
 B3G - Global Gaz et GNL
 Ventes Négoce Belgique
 BEEI - Energie Europe & International
 BRUCALL
 ELECTR. ETR. TRACTEBEL (EGI)
 ELECTRABEL
 ENERGY EUROPE INVEST
 LABORELEC
 N-ALLO
 SEI Expats
 SYNATOM
 BSE - Services à l'énergie
 AANDRIJFTECHNIEK VANNESTE BVBA
 AXIMA CONTRACTING
 AXIMA REFRIGERATION Belgique
 AXIMA SERVICES Belgique
 COFATHEC Groupe
 ECOM SERVICES
 FABRICOM FLEET
 FABRICOM GTI INDUSTRIE SUD
 FABRICOM GTI INFRA SUD
 FABRICOM GTI SA
 FABRICOM SA
 IMDC
 INDUSTRIE SERVICE NV
 ISB VENTILATION
 QUENTRIS S.A.

SENEC
T E I
TBL DEVELOPMENT
TECHNUM
TECNUBEL
TELEWAL
TEM
TRACTEBEL B E

Suez Environment Company

DEGREMONT BENELUX
HOSLET
MOTTAY & PISART
RECYPER
SITA BELGIUM
Sita Decontamination
SITA HOLDING BE
SITA REMEDIATION Belgique
Sita Remediation Wallonie
Sita Treatment
SITA VALOMAC
Sita Wallonie
SIVERMA
sub-conso Sita Flanders

France

OTHERS

GDF SUEZ SA
SFIG
CULTURES ESPACES

B3G - Global Gaz et GNL

GDF SUEZ SA
GASELYS
GAZOCEAN

BEEI - Energie Europe & International

GDF SUEZ SA

BEF - Energie France

ABM ENERGIE CONSEIL
ANDRIEUX ET MAUMON
AQUA-THERM
CALLIANCE GESTION
CLIPSOL
CMD
CNR
Compagnie du Vent
Cycle Combiné FOS 2
DEPANN'GAZ
DK6
EGS SAS (Elec Gaz Service)
ELECTRABEL FRANCE
ENERGIE DU RHONE
ERELIA
GAZ 42
GDF SUEZ SA
GREAT

H. SAINT PAUL
MAUMON ET MAUMON
NANNI
EOLE GENERATION
PROJIS
Sté de Production Electricité Montoir
SAVELYS (Palier de conso)
SHEM
SIBERIANE CONSULTING SARL
SOLFEA (BANQUE)
TR2GIE
THERM'OPALE SERVICE SARL

BSE - Services à l'énergie

AGEMA
ARIZZOLI
Axima A&LS
AXIMA France
AXIMA REFRIGERATION FRANCE
BRILLARD & CHOIN
CERAP
CHEVALIER
CIEC
CLIMESPACE
CM BACCARAT
COFATHEC Groupe
COFATHEC MAINTENANCE
COFATHEC SERVICES
Corporate FSE
CORYS TESS
COTTIER EQUIPEMENTS
COYNE ET BELLIER
CPCU
CSI SARL
Curma
CYLERGIE
DAENERYS
DEXIP
EFTIC INDUSTRIE
Elyo Centre Ouest
Elyo Centre-Est
Elyo Ets DOMS
Elyo IDF
Elyo Midi Océan
Elyo Nord-Est
ENDEL
ESEIS
ESEO
ESI
ETC Audiovisiel
EUROPIPE SARL
FABRICOM France
FABRICOM SYSTEMES D'ASSEMBLAGE
GEPSA
GIE ENTREPOSE NAVIBORD
Groupe GNVERT

INEO SA
ITENA
Logan Teleflex (France)
NEU 2M
OMEGA CONCEPT
Perigord Energies
PHYDRO
PICTET FROID ET CLIMATISATION
SAMEE
SAMEVEIL
SCD Chambéry
SDC Clichy
SDC St Denis
SDCF
Sec
SECIP
Secma
SEITHA TECHNIQUES ET REALISATIONS
SEPT
SERIACO FROID
SES (Suez Energie Services)
Setgi
SEVE
SNC BIVAL
SODC
Soven
SVCU
T.E.S
Technolair Services
TEAM MONTAGE
TRS

BI - Infrastructures

GDF SA
GrDF
GRTgaz

Suez Environment Company

Altiservice
AMETYST
APROVAL (ex Approval 16)
AQUASOURCE
ARAVIS
ARCANTE
ASTREE PROVENCE
ASTRIA
AXEO
Auximetra
BOINET
BOONE COMENOR
Bonfondos
BORDY
Calédonnienne des Eaux
CENTRE EST VALORISATION
CHAZELLE
CIE

CITE PLAST
CITE PLUS
CORBEILLE A PAPIER
CORREZE INCINERATION
CRR
CUV ECLAIR
Degrémont International
DEGREMONT SA
Degrémont SAS
Degrémont Services SAS
Eau et Force
Eaux de l'Essonne
Econotre
EPALIA (ex FDP)
ESIANE
Fairtec
Fairtec SAS
Financière RBM
France ASSAINISSEMENT
Franco-Suisse
Gaz et Eaux
GENERAL RECYCLAGE
GLEM
GONNET
GPV Développement
HANNOT
HANTSON
Hydrea
INFILCO SAS
LA FRANCAISE DES TRANSPORTS
LABO SERVICES
LABORIE
LORVAL (TRI VOSGES)
Lyonnaise des Eaux France
MERLIN
MOS LYON
MMS
NETREL COLLECTIVITES
NICOLLIN REUNION
NORVAL
NORVALO
NOVERGIE CENTRE-EST
NOVERGIE centre-ouest
NOVERGIE HOLDING
NOVERGIE IDF
NOVERGIE Méditerranée
NOVERGIE sud-ouest
OCEA
ONDEO INDUSTRIAL SOLUTIONS
OREADE
ORISANE
OZONIA France
PINEL RECYCLAGE
RBM

RECYCABLES
REGENE ATLANTIQUE
REGENE SUD
RER
ROBERT
RTR SUD OUEST
Safège
SANE SERC
SANEST
SANI OUEST
SANIFA
SANINORD
SANITRA FOURRIER
SANITRA SERVICES
SARROISE Environnement
SCORI
Sdei
Seerc
SELVA
Serviman
SET FAUCIGNY
SET MONT BLANC
SETRI
SHAMROCK (ex Ternant)
SIRAC
SIREC
SIREC SERVICES
SITA AGORA
SITA ALSACE (SITAL)
SITA CAP
SITA CENTRE EST (ECOSPACE)
SITA CENTRE OUEST (GENET)
SITA DECTRA
SITA DEEE
SITA FD (France DECHETS)
SITA FRANCE
SITA ILE DE FRANCE
SITA LORRAINE (ESPAC)
SITA MOS
SITA NEGOCE
SITA NIMES (ex DELTA VERDURE)
SITA NORD (NETREL)
SITA NORMANDIE PICARDIE (ECOSITA)
SITA OUEST (SEDIMO)
SITA REBOND
SITA REBOND INTERIM
SITA RECYCLAGE (ex SFI)
SITA REMEDIATION France
SITA SOLVING
SITA SUD
SITA SUD OUEST (ex SURCA)
SMECO
SNC LE CHENON
SNCOR CIBAUD

SNE
 SNN
 Sobep
 SODEC
 Sogest
 SOPAVE
 SOTRIVAL
 SOUCAS
 SPAT
 SPEA (Polynésienne des Eaux)
 SRA-SAVAC
 SRN
 STAR
 Suez Environnement
 TERIS
 Teris PCX
 Teris Ron
 TERIS SPECIALITES (ex TERIS LOON PLAGE)
 Terralys ex agro dev
 TRAVADEC
 TRAVAUX VAL HORIZON
 TRI VANNES
 VAL AURA
 VAL PLUS
 VALORENA
 VALORLY
 Valt
 VIGNIER
 WATCO ES
 WRM

**United
Kingdom**

B3G - Global Gaz et GNL
 GDF Britain (GaS-UK)
 SUEZ GLOBAL LNG LTD
BEEI - Energie Europe & International
 GDF ESS - Commercialisateur
 GDF SUEZ TEESSIDE LTD
 Shotton
BEF - Energie France
 Nass et Wind Technologie
BI - Infrastructures
 GDF Storage UK
BSE - Services à l'énergie
 AXIMA BUILDING SERVICES LTD
 COFATHEC Groupe (palier de conso.)
 Elyo East London Energy Ltd
 ELYO SERVICES LTD
 Elyo UK Industrial
 FABRICOM CONTRACTING LTD
 Fabricom Offshore Services Ltd
 LOGAN TELEFLEX (UK) Ltd
Suez Environment Company
 DEGREMONT UK
 ONDEO INDUSTRIAL SOLUTIONS Ltd

Ozonia Triogen
PURITE LTD
SITA HOLDINGS UK