

**BINDING OFFER BY E.ON ENERGY TRADING SE TO LA SNET: TERM SHEET ON MAIN
COMMERCIAL TERMS AND CONDITIONS FOR GAS SUPPLIES TO EMILE HUCHET 4, 5 & 6
FROM 1 OCT 2009 UNTIL 1 OCT 2012**

SUBJECT	Gas Supplies for the Power Station Emile Huchet 4,5 & 6 (St Avold), France
PARTIES	E.ON Energy Trading SE ("EET") (Seller), La SNET (Buyer)
START DATE & PERIOD	01/10/2009 at 06:00 until 01/10/2012 at 06:00 - 3 years
CONCEPT	Zero Take-or-Pay contract Balancing: responsibility of EET, balancing cost to be paid by EET. Capacity overruns to be paid by SNET.
QUANTITIES	Estimated usage : Oct 09 – Sep 10 : 469 GWh Oct 10 – Sep 11 : 398 GWh Oct 11 – Sep 12 : 443 GWh
MAXIMUM CAPACITIES	Daily: 4 000 MWh/d & Hourly: 200 MWh/h
DELIVERY POINT	Plant gate ST Avold, after Exit GRTgaz network. <u>Address</u> : Cite Emile Huchet, 57500 Saint Avold <u>INSEE code commune</u> : 57606 <u>SIRET code</u> : 399 361 468 00040 <u>NAF code</u> : 3513Z <u># of delivery stations</u> : 2 <u>Gaz de France Reference</u> : LI 170 <u>Balancing Zone</u> : GRTgaz Nord <u>Exit zone & NTS</u> : Region Obergailbach (NTS = 1) <u>NTR</u> : 1 <u>Special</u> : N/A
PRICING	Commodity Charge (€/MWh) 5.829 – SD + 1.3107 x DOL (3,1,3) + 0.01988 x GO 0.1% (3,1,3) + 0.02652 x FO 1% (3,1,3) + 0.06206 x BRENT (3,1,3) Where: - SD = 3.96 €/MWh for the summer months (Apr – Oct) 0 €/MWh for the winter months (Nov – Mar) - Each Quarter, DOL (3,1,3) shall be equal to the average of the inverses of the monthly \$/€ exchange rates over the 3-month period starting 4 months before that Quarter, as published by

the ECB. One Quarter corresponds to a 3-month period, starting on the 1st of January, the 1st of April, the 1st of July or the 1st of October of each year

- Each Quarter, GO 0.1% (3,1,3) shall be equal to the average of the quotations, in US\$ per metric ton, over the 3-month period starting 4 months before that Quarter, for Gasoil 0.1% FOB Barges Rotterdam, average of the "high" and "low" quotations, published by Platts European Marketscan, and converted in € per ton at the average exchange rates of the months of reference as published by the ECB. One Quarter corresponds to a 3-month period, starting on the 1st of January, the 1st of April, the 1st of July or the 1st of October of each year
- Each Quarter, FO 1% (3,1,3) shall be equal to the average of the quotations, in US\$ per metric ton, over the 3-month period starting 4 months before that Quarter, for LSFO (1%) FOB Barges Rotterdam, average of the "high" and "low" quotations, published by Platts European Marketscan, and converted in € per ton at the average exchange rates of the months of reference as published by the ECB. One Quarter corresponds to a 3-month period, starting on the 1st of January, the 1st of April, the 1st of July or the 1st of October of each year
- Each Quarter, BRENT (3,1,3) shall be equal to the average of the quotations, in US\$ per barrel, over the 3-month period starting 4 months before that Quarter, for Dated Brent Rotterdam, average of the "high" and "low" quotations, published by Platts Crude Oil Marketwire, and converted in € per barrel at the average exchange rates of the months of reference as published by the ECB. One Quarter corresponds to a 3-month period, starting on the 1st of January, the 1st of April, the 1st of July or the 1st of October of each year

Fixed Charge : Each month, SNET shall pay a fixed charge of (213.77/12) €/MWh/d multiplied by the Maximum Daily Capacity for such month.

TAXES

The above price is inclusive of CTA but exclusive of all other taxes and duties.

NOMINATION

At the latest by 11:00 on each day D-1, SNET will provide EET with a good faith non-binding estimate of its gas consumption for the following day D.

It is also understood that

- SNET will give its full cooperation towards installing telemetry on site (at EET's cost) so as to accurately monitor consumption.
- As long as telemetry is not installed or when telemetry is broken, SNET to provide hourly reads to EET Dispatch by email as soon as possible following the end of each hour.

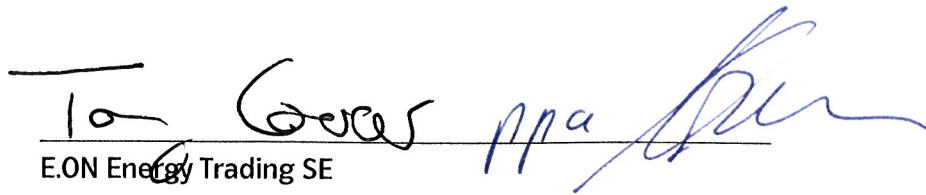
BALANCING

No balancing charges to be paid by SNET.

OVERRUN FEES	In the event that in any month SNET exceeds the Daily Supply Capacity and/or the Hourly Supply Capacity, SNET shall be liable for any overrun fees that EET incurs from GRTgaz (the network operator/TSO).
SUPPLY OBLIGATION	Except in the event of Force Majeure or in the event of delivery reductions or delivery interruptions due to maintenance works on the network infrastructure up to the Supply Location, EET is committed to supply, at the agreed price.
STORAGE RIGHTS	SNET shall cooperate as closely as possible with EET and take all such actions (including notifications to GRTgaz) as may be required and in a timely manner such that EET is entitled to associated storage rights.
PAYMENT TERMS	Monthly invoicing, payment at the latest by the 20th calendar day of the month following the delivery month or by the 10th calendar day following the issue of the invoice, whichever is the latest. If the calendar day on which payment falls is a non banking day, payment should be made on the next banking day. Banking day to be defined by "TARGET" calendar.
ADDITIONAL YEARS	Every year, the parties intend to add an additional year to the contract. The intention is to find an agreement before 1/4/N for an additional contract year starting 1/10/N+2. In this manner the Emile Huchet 4,5 & 6 will have at any time at least 2.5 years and at most 3.5 years of gas supply under contract to contract expiry.
TERMINATION	In the event that E.ON owns 100% of SNET and both Parties considered that the agreement is no longer appropriate for the organizational structure, the Parties shall meet and seek in good faith to agree to amend or terminate this agreement.
LANGUAGE	The official language of this term sheet is English
APPLICABLE LAW	German Law
CONDITION PRECEDENT	Acceptance by SNET of the offer from EET for gas supply to Emile Huchet 7 & 8 by 31 August 2009. Conclusion by the Parties of a Gas Sales Agreement incorporating this term sheet before 1 October 2009.

Please sign and return this document to EET, marked for the attention of the Director Gas & Oil Trading, not later than 31 August 2009 if you want to accept this offer.

Düsseldorf, 7 August 2009


E.ON Energy Trading SE

Offer accepted in the name and on behalf of La SNET:

Paris, _____ 2009

La SNET