<u>Credit Facility 01.07.2009</u>

between

Aviga GmbH
Diekstraat 7, 25870 Norderfriedrichskoog, Germany

\- Aviga -

\- Lender -

and

E.ON France SAS
3 rue du Quatre Septembre, 75002 Paris, France

\- Borrower -

1. We refer to the „Master Agreement for Awarding Loans and Credit Lines" between E.ON AG and E.ON France SAS and confirm that the Lender grants to the Borrower a Credit Facility in an amount up to and not exceeding

   EUR 668,850,009.30 (Facility Limit)
   (In writing: six hundred sixty eight million and eight hundred and fifty thousand and nine EURO and thirty Cent).

2. This Credit Facility shall come into effect on 01.07.2009. Aviga pays on this date on behalf of E.ON France to E.ON Europa's internal E.ON AG account (SNET acquisition).

3. The Final Repayment Date is 30.09.2009.

4. The Credit Facility may be drawn in such amounts and with such Maturity Dates prior to the Final Repayment Date as the Lender may agree provided that the outstanding principal amount of the Credit Facility shall not exceed the Facility Limit.

5. The rate of interest is the aggregate of:

   3-M-EURIBOR 1.108% (3-M-EURIBOR as of 29.06.2009) plus 0.75% margin p.a.

   Interest shall be payable in arrears on each short term loan on the relevant Maturity Date.

   Interest accrued which has not been paid will be capitalized on a twelve-month basis in accordance with the provisions of Article 1154 of the French civil Code (*Code civil*).

6. A commitment fee of 0.15% p.a. will be payable on any undrawn Facility Amount. The commitment fee will accrue on a daily basis and is payable quarterly in arrears.

An overdraft fee of 0.20% p.a. will be payable on any overdraft amount. The overdraft fee will accrue on a daily basis and is payable quarterly in arrears.

7. The Borrower has the right to entirely or partially terminate the undrawn part of the Credit Facility with a 14-bank-business-day prior notice.

8. The Lender may at any time assign, novate or otherwise transfer all or any part of it's rights and obligations under this Credit Facility with written notice thereof to the Borrower to any subsidiary of E.ON AG.

9. This Credit Facility shall be governed by and construed for all purposes in accordance with the laws of Germany.

10. To comply with the provisions of article L.313-4 et seq. of the French monetary and financial Code (*Code monétaire et financier*), the Borrower and the Lender agree and declare that the "*taux effectif global*" (global effective rate) ("TEG") for the Credit Facility is calculated as follows:

a) a drawdown of all the Credit Facility on 01.07.2009,

b) a 3-month EURIBOR of 1.108 % per annum (as fixed 2 business days in advance of the drawdown date, meaning as of 29.06.09) applicable until the Final Repayment Date,

c) a Margin of 0.75 % per annum, and

d) the repayment of the entire Credit Facility on the Final Repayment Date (i.e. 30.09.2009),

e) all fees, costs and expenses due by the Borrower which the French consumer Code requires to be taken into account ,

f) Interest Periods of three months,

the TEG of the Credit Facility would be 1.858 % per annum.

Norderfriedrichskoog,
Aviga,

Paris,
E.ON France