

**APPENDIX C:  
MODEL ASSIGNMENT OF AN ELECTRICAL POWER SALE AGREEMENT**

between (1)

**ELECTRICITE DE FRANCE**, a joint-stock company (*société anonyme*) with share capital of €2,084,809,296.50 that is registered with the Paris Trade and Companies Register under number 552 081 317, has its registered office at 22-30 avenue de Wagram, Paris 8<sup>th</sup>, and is represented by **XXX**, duly authorized for the purposes hereof,

hereinafter “EDF,”

(2)

**“Company,”**

hereinafter the “Assignor,” and

(3)

**“Company,”**

hereinafter the “Assignee.”

**Recitals:**

EDF and the Assignor entered into an Electrical Power Sale Agreement on [date].

The Assignor plans to assign to the Assignee [all or part of the Agreement(s)/the Agreement(s)] listed in an appendix to this assignment agreement (hereinafter, the “Assigned Interests”).

As the Assignor fulfills, to EDF’s satisfaction, the requirements for the assignment set forth in Article 14.1 of the General Terms of Sale, EDF has consented to the proposed assignment.

**NOW THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. EDF, the Assignor, and the Assignee agree on the assignment, between the Assignor and the Assignee, of the Assignor’s rights and obligations arising from the Assigned Interests.
2. The date on which the Assignment will be effective (the “Assignment Date”) is [January 1 or July 1], \_\_\_\_\_.
3. The Assignee has entered into an Electrical Power Sale Agreement with EDF on terms substantially similar to those of the Assignor’s Electrical Power Sale Agreement.
4. The Assignee has the necessary Guarantee as a result of the assignment of the Assigned Interests.
5. To date, neither the Assignor nor the Assignee has information suggesting that the Assignee will or may be affected by an Event of Default, as defined in Article 17.1 of the General Terms of Sale, that would not have affected the Assignor.
6. The Assignor, the Assignee, and EDF agree that, in consideration for the Assignee’s assumption of responsibility for the Assigned Interests, as of the Assignment Date: (i) the Assignee will assume and perform the Assignor’s responsibilities, duties, and obligations pursuant to or arising from the Assigned Interests; (ii) the Assignee will be entitled to benefit from the Assigned Interests instead and in place of the Assignor; and (iii) the Assignee will be bound by the terms of the Assigned Interests instead and in place of the Assignor (thus, in the event of a partial assignment of the Electrical Power Sale Agreement, all of the payment and delivery terms in the assigned Electrical Power Sale Agreement will continue to apply between EDF and the Assignor for the unassigned portion of the Agreement, and between EDF and the Assignee for the Assigned Interests);
7. The Assignment to the Assignee of the Assigned Interests is without prejudice to the Assignor’s subsisting obligations under the Electrical Power Sale Agreement. If the Assigned Interests include only part of an Electrical Power Sale Agreement, the Assignor and EDF agree to the necessary modifications of that Electrical Power Sale Agreement;
8. The words and phrases used in this assignment have the meanings given them in the applicable General Terms of Sale, unless expressly provided otherwise herein;
10. This assignment agreement is governed by and will be interpreted according to French law.

If a dispute related hereto arises between the Parties, they will meet to try to resolve the dispute out of court. If they are unable to do so within seven (7) Business Days of the occurrence of the dispute, either Party may file an action with the Commercial Court of Paris.

The Parties recognize the Commercial Court of Paris as the only court having jurisdiction to resolve a dispute related to the interpretation or performance of this assignment.

**Transferor**

By: .....  
(signature)  
Name:  
Position:  
Date: .....  
(printed letter)

**Assignee**

By: .....  
(signature)  
Name:  
Position:  
Date: .....  
(printed letter)

**EDF**

EDF SA  
By: .....  
(signature)  
Name:  
Position:  
Date: .....  
(printed letter)