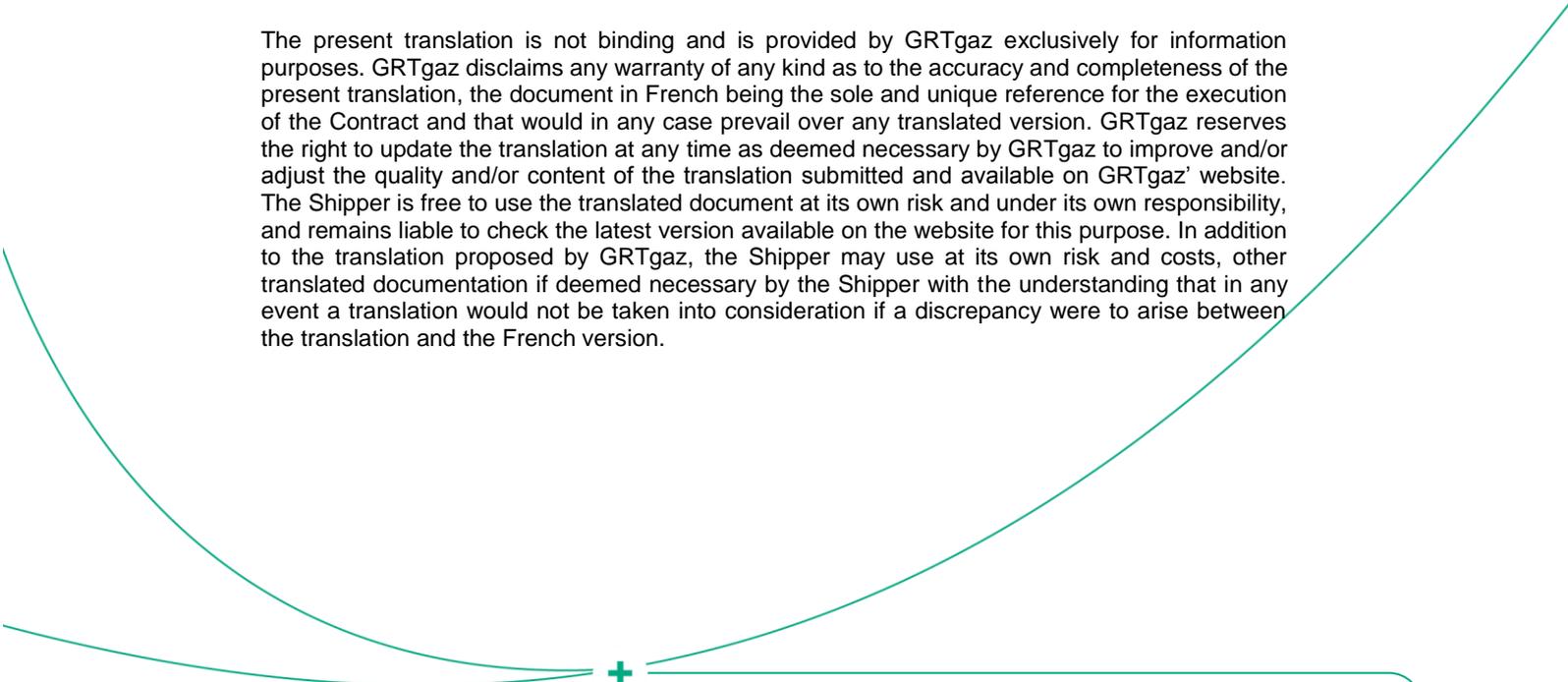




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A decorative graphic consisting of several teal curved lines that converge at a central point marked with a small teal plus sign. From this point, a vertical line descends to the top of a rounded rectangular box.

GRTGAZ NETWORK TRANSMISSION CONTRACT



SECTION B
UPSTREAM NETWORK
Version applicable as of 1st November 2018



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Clause 1 Scope of Section B

The Upstream Network consists of the following points:

- the Network Interconnection Points,
- the Transport Storage Interface Points,
- the Transport LNG Terminal Interface Points,
- the Transport Production Interface Points,
- the Conversion Points.

1.1 Scope

This Section B sets out the rights and obligations associated with the marketing of capacity and Auxiliary Services on the Upstream Network, the full transfer of capacity (“transfer of title and risks”) and the transfer of right-of-use for such capacity.

Under the provisions of Section B, GRTgaz offers the Shipper several types of capacity on the Upstream Network, available in different time frames, together with Auxiliary Services (service for converting H-gas to L-gas and L-gas to H-gas).

The Shipper has access to such capacity and Auxiliary Services through Reservation requests. Such capacity and services can be modified on the initiative of the Shipper or GRTgaz, subject to the terms and conditions set out in this Section B.

In addition, the Shipper has the possibility to exchange Daily Entry and Exit Capacity with other shippers at Network Interconnection Points in accordance with the provisions of this Section B.

1.2 Reservations

The Shipper acknowledges that, should it wish to make use of Upstream Network capacity, Section D2 shall be included as an integral part of the Contract.

Additionally, should the Shipper express the wish to transfer the rights-of-use for all its Upstream Network capacity, the transferee of the Shipper’s capacity must sign a transmission contract that includes Section D2 with GRTgaz.



CHAPTER 1 CAPACITY AND AUXILIARY SERVICES

Clause 2 Capacity

2.1 Firm and Interruptible Capacity

On the Upstream Network, GRTgaz markets Daily Capacity expressed in MWh/d (GCV) which can be Firm or Interruptible.

The conditions related to Capacity availability are defined in Appendix B2.

2.2 Capacity specific to the Upstream Network

2.2.1 RELEASABLE FIRM CAPACITY

At the Dunkirk Network Interconnection Point, a Shipper that has subscribed more than twenty per cent (20%) of marketable annual Firm Capacity undertakes to release part of its annual Firm Capacity to GRTgaz for other shippers to use. This capacity is called Releasable Capacity. It is released for use by shippers that request it in accordance with the provisions of this Section B.

2.2.2 BACKHAUL CAPACITY

Backhaul Capacity is capacity that flows in the reverse flow direction to the Main Physical Flow Direction at a Network Interconnection Point.

The incoming flow into the system at Obergailbach, and at the Transport LNG Terminal Interface Points and the outgoing flow out of the system at Jura constitute the Main Physical Flow Direction at these points. At these points, GRTgaz offers Backhaul Capacity.

Virtualys and Oltingue, Taisnières B and Dunkerque are bidirectionnal, it doesn't have Main Physical Flow. On Virtualys, backhaul capacities are marketed on the entry and the exit direction. No backhaul capacity is available for Oltingue.

The conditions related to Capacity availability are defined in Appendix B2.

2.2.3 UBI (USE-IT-AND-BUY-IT) CAPACITY

GRTgaz offers UBI (Use-it-and-Buy-It) capacity that allows the Shipper to request extra capacity beyond its Initial Operational Capacity. Such capacity may be allocated fully or in part, if one or more other shippers do not use all their Operational Capacities on a given Day at the point in question or/and in the case of the Dunkerque Interconnection Point in particular, if all capacity at this point has not been sold by GRTgaz.

This UBI capacity allocated to the Shipper can be reduced, partially or totally at any time in the event of a new Nomination of shippers holding primary capacity.



Clause 3 Auxiliary Services

The provisions governing the subscription of H-gas to L-gas and L-gas to H-gas Conversion Services are laid out in Appendix B3 of this Section B.

The provisions governing the service for substitution of capacities are laid out in Appendix B6 of this Section B.

CHAPTER 2 MARKETING OF CAPACITY AND AUXILIARY SERVICES

The capacity at the Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys and Jura Network Interconnection Points, at the Transport LNG Terminal Interface Points (PITTM) Dunkerque GNL, is provided in response to requests submitted by the Shipper to GRTgaz through TRANS@ctions or the PRISMA Platform.

In the case of the Jura Network Interconnection Point, and in order to maintain consistency with the adjacent transmission system, the Shipper shall justify its request in accordance with the provisions of Clause **Erreur ! Source du renvoi introuvable.** thereafter.

GRTgaz undertakes to process a Shipper's capacity reservation request on TRANS@ctions within seven (7) Working Days following receipt of the request or within three (3) Working Days following the end of the Open Subscription Period (OSP) in the event of a request being submitted within this framework.

Whenever a Shipper submits a request together with one or more Affiliated Shippers for a single product during an OSP, they must designate a shipper to be a "leader" who is identified among them as such and notify GRTgaz accordingly. In the event of a request exceeding the capacity available for that product, only the leader's request will be taken into account for the capacity allocation. It is then up to the Affiliated Shippers to share the Capacity Allocated to the leader by means of capacity exchanges.

In the absence of designation of a "leader" and in the event a request exceeds the available capacity for that product, all the Affiliated Shippers' requests are removed from the capacity allocation process.

It is to be noted that capacity and service Reservation requests are binding on the Shipper. Once allocated, Capacity cannot be waived.

GRTgaz automatically allocates the Shipper entry and exit capacity at Transport LNG Terminal Interface Points (PITTM) to the exception of the PITTM Dunkerque GNL, based on the regasification capacity the Shipper holds on the regulated LNG terminal(s), within the limit of the Network's capacity.



GRTgaz automatically allocates the Shipper entry and exit capacity at Transport Storage Interface Points (PITS), based on the injection and withdrawal capacity the Shipper holds on a storage group and up to the limits of the Network's capacity.

For the daily subscriptions of exit and entry capacity at Transport Storage Interface Points (PITS), the Shipper shall submit its request for capacity by means of Nominations.

These allocations of capacity at Transport LNG Terminal Interface Points (PITTM) and at Transport Storage Interface Points (PITS) are specified in Clause 5 below.

Clause 4 Marketing of capacity

Capacity is subscribed on several different time frames: annual, quarterly, monthly, daily or intra-daily. These subscriptions are summarised in the table below:

Annual subscriptions	
Capacity on the PIR (except PIR Midi)	Dunkerque, Taisnières B, Obergailbach, Oltingue, Jura, Virtualys
Conversion services	L-Gas to H-Gas conversion services
Conversion services	H-Gas to L-Gas peak conversion services
Capacity on the PITTMs	Dunkerque GNL
quarterly subscriptions	
Capacity on the PIRs	Dunkirk, Taisnières B, Obergailbach, Oltingue, Virtualys, Jura
Monthly subscriptions	
Capacity on the PIRs (except PIR Jura)	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys
Conversion services	L-Gas to H-Gas conversion services
Ten-day subscriptions	
Capacity on the PITTMs	Dunkerque GNL
Daily subscriptions	
Capacity on the PIRs (except PIR Jura)	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys
Conversion services	L-Gas to H-Gas conversion services
Capacity on the PITTMs	Dunkerque GNL
Intra-daily subscriptions	
Capacity on the PIRs (except PIR Jura)	Taisnières L, Obergailbach, Oltingue, Virtualys
UBI subscriptions	
Capacity on the PIRs (except PIR Jura)	Dunkerque, Taisnières B, Obergailbach, Oltingue, Virtualys



Capacity PITTMs	on the	Dunkerque GNL
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Annual subscriptions for capacity apply over one or more full years, each year being a period of twelve (12) consecutive Months beginning on the first (1st) Day of any Month, except in the case of annual Capacity subscribed on the PRISMA Platform, which must start as of the first (1st) of October.

Quarterly capacity subscriptions are made via the PRISMA Platform for a duration of four (4) individual consecutive quarters from the first (1st) of October to the thirty-first (31st) of December, from the first (1st) of January to the thirty-first (31st) of March, from the first (1st) of April to the thirtieth (30th) of June and from the first (1st) of July to the thirtieth (30th) of September respectively.

Monthly subscriptions for capacity apply over one (1) full Month, from the first (1st) to the last Day of the Month.

Ten-day capacity subscriptions are made for a period of N consecutive days, N being higher than or equal to ten (10) days.

Daily capacity subscriptions apply to one (1) Day.

Intraday capacity subscriptions are provided for the remaining number of hours in the Day starting from four (4) hours after the beginning of the booking slot on the PRISMA platform.

GRTgaz commercialises capacities according the following priority order:

- Technical Firm Capacity proposed by GRTgaz,
- Capacities proposed by shippers pursuant to the clause 4.2.5.3,
- Capacities bought back by shippers pursuant to the clause 4.2.4,
- Additional Capacities,
- Interruptible Capacity.

Appendix 2 to the Contract specifies the Validity Start Date and the Validity End Date for each Daily Capacity.



4.1 Capacity subscriptions at the Taisnières L, Obergailbach, Virtualys, Oltingue and at the Network Interconnection Points (PIR)

4.1.1 ANNUAL CAPACITY SUBSCRIPTIONS

Annual subscriptions are made by the Shipper via the PRISMA Platform.

Such capacity is sold by auction for a maximum duration of fifteen (15) individual consecutive years, except in the case of the entry capacity at the Oltingue PIR, as entry capacity is only available for the upcoming year.

A quota of ten percent (10%) of the marketable annual Firm Capacity is booked for the purpose of quarterly capacity auction sales. An additional quota of ten percent (10%) of the marketable annual Firm Capacity is booked for the purpose of the auction sales of annual capacity during the first five (5) years.

Two different types of annual capacity may be booked as follows:

- Firm capacity
- or
- Interruptible capacity if there is a Premium during the auction of firm capacities, or if all firm capacities were allocated, or if firm capacities have not been offered to the market.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu> as well as on www.entsog.eu. By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the annual capacity subscribed by auction is equal to the price as determined in accordance with the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The reserve price for annual capacity auctioned on the PRISMA Platform is equal to the term applicable to the annual capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz will endeavour to put together an alternative solution to register its clients' requests for capacity subscription.



4.1.2 SUBSCRIPTION OF QUARTERLY CAPACITY

Quarterly capacity subscriptions are made by shippers via the PRISMA Platform.

Such capacity is sold by auction for a maximum duration of fifteen (4) individual consecutive quarters.

Two different types of quarterly capacity may be booked as follows:

- Firm Capacity
or
- Interruptible Capacity if there is a Premium during the auction of firm capacities, or if all firm capacities were allocated, or if firm capacities have not been offered to the market.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu> as well as on www.entsog.eu. By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule. The interruptible entry capacity at the Oltingue PIR is marketed during the next time slots allocated as per the above-mentioned marketing schedule.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the quarterly capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The reserve price for quarterly capacity auctioned on the PRISMA Platform is equal to the term applicable to the quarterly capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz will endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

4.1.3 MONTHLY CAPACITY SUBSCRIPTIONS

GRTgaz sells by Auction capacity for Monthly reservations starting on the first day (1st) of Month M.

Two different types of monthly capacity may be booked as follows:

- Firm Capacity
or
- Interruptible Capacity if there is a Premium during the auction of firm capacities, or if all firm capacities were allocated, or if firm capacities have not been offered to the market.

The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu> as well as on www.entsog.eu. By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule. The interruptible entry capacity at the Oltingue PIR is marketed during the next time slots allocated as per the above-mentioned marketing schedule.



The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the monthly capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform " available at <http://www.prisma-capacity.eu>.

The reserve price for monthly capacity auctioned on the PRISMA Platform is equal to the term applicable to the monthly capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz will endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

4.1.4 DAILY CAPACITY SUBSCRIPTIONS

GRTgaz sells by Auction daily Firm Capacity if available after the capacity for a given month M has been allocated.

Daily subscriptions for capacity for every day of month M are booked via the PRISMA Platform.

The trading schedule is published on the following website: <http://www.prisma-capacity.eu>. By way of exception, firm entry capacity at the Oltingue PIR is marketed during the time slots which are scheduled for interruptible capacity according to the marketing schedule.

The capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The unit price of the daily capacity subscribed by auction is equal to the price as determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

The Reserve Price for daily Capacity auctioned on the PRISMA Platform is equal to the applicable term to the daily capacity subscriptions.

In the event of trading on the PRISMA Platform being suspended, GRTgaz shall endeavour to put together an alternative solution to register its clients' requests for capacity subscription.

4.1.5 INTRADAY CAPACITY SUBSCRIPTION

4.1.5.1.1 INTRADAY CAPACITY SUBSCRIPTION

Insofar as the remainder of unsold Firm Capacity is superior to a threshold of one (1) GWh/d, GRTgaz offers the intraday Firm Capacity available once the daily Capacity for the corresponding Day D has been allocated.

Intraday Capacity is booked via the PRISMA platform.



The auction calendar is published on the PRISMA website <http://www.prisma-capacity.eu>.

The Capacity auctioned is allocated to registered shippers pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at the following URL: <http://www.prisma-capacity.eu>.

The unit price of the intraday Capacity subscribed by auction via the PRISMA platform is determined pursuant to the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available the following URL: <http://www.prisma-capacity.eu>.

The Reserve Price for intraday Capacity auctioned on the PRISMA platform is equivalent to the term applicable to the intraday Capacity subscriptions.

Without prior notice, GRTgaz may interrupt the marketing of intraday Capacities for one or several Network Interconnection Points at any time on any Day.

4.1.5.1.2 SUBSCRIPTION OF UBI CAPACITY

In the event that the remainder of unsold Firm Capacity at a given interconnection point is superior to a threshold of one (1) GWh/d, Capacity reserved by the Shipper and not nominated can be allocated by GRTgaz to other shippers present at that point and which have requested UBI capacity. This request is deemed to be equal to the difference between the shipper's Nomination and the Initial Operational Capacity on that point (over-nomination).

At the points where UBI capacity may be offered under Sub-clause 2.2.3 of this Section B, an excess of Nominations relative to the Initial Operational Capacity shall be considered a UBI capacity request between 2pm (14:00) on Day D-1 and 3am (3:00) on Day D.

UBI capacity is allocated at the end of each cycle and published exclusively via the IT System under «UIOLI» in the present case in the shipper's Operational Capacity Statement.

UBI capacity is allocated by prioritising the requests of the shippers under their Rights, then allocated to shippers beyond their capacity Rights.

In this case, UBI capacity requested on the Day D («intraday» or «within-day» requests) is allocated to the Shipper who is the beneficiary in that case on a daily basis at the end of each cycle on Day D. The capacity shall be allocated prorata temporis for the number of hours remaining in Day D and is deemed definitively allocated on the basis of one/twenty-fourth (1/24th) per hour of the Day D in arrears.

GRTgaz may interrupt the marketing of UBI capacities for one or several Network Interconnection Points at any time on any day and without prior notice. If this case arises, GRTgaz thus would adjust the Operational Capacity Statement accordingly by deleting the UBI capacity allocated for that Day.

UBI capacity billed to the Shipper corresponds to the difference, if positive, between the Daily Quantity Taken off or, if applicable, Delivered, and the sum of the shipper's Firm Rights and Interruptible Rights.

4.1.6 CONVERSION OF INTERRUPTIBLE CAPACITY INTO FIRM CAPACITY

GRTgaz operates a mechanism to automatically convert, for the duration of one (1) year, the annual Interruptible Capacity subscribed by shippers under a long-notice reservation prior to March 2014 into annual Firm Capacity, if available beyond the quota of ten per cent (10%) booked for the purpose of quarterly Firm Capacity.



On a monthly basis, GRTgaz operates a mechanism to automatically convert the annual Interruptible Capacity subscribed by shippers since March 2014. The Interruptible Capacity made firm by GRTgaz shall be billed on the basis of the higher amount between the regulated price of monthly capacity and one/twelfth (1/12th) of the auction price of Interruptible Capacity as defined at the yearly auctions.

4.1.7 LONG-TERM USE-IT-OR-LOSE-IT (LONG-TERM UIOLI) PROCEDURE

GRTgaz may implement a Long-Term UIOLI procedure, which is designed to make available to shippers capacity subscribed but not used by one or more shippers on the Network Interconnection Points. The Long-Term UIOLI procedure can be implemented provided the following conditions are met:

1. During two following periods of six (6) consecutive Months, beginning on the first (1st) Day of October or on the first (1st) Day of April Daily Quantities Scheduled for offtake, respectively for delivery, for a Shipper at a Network Interconnection Point, are on average less than eighty per cent (80%) of the Daily Entry Capacity, respectively Daily Exit Capacity, subscribed by that Shipper at the said Network Interconnection Point with an effective duration of more than one year and that has not been transferred to another shipper under CHAPTER 3 of Section B nor released under Sub-clause;
2. GRTgaz has been unable to meet at least one duly justified request from another shipper for an annual subscription of Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point.

GRTgaz, receiving a request from a Shipper pursuant to Sub-clause 2 above shall assess in accordance with the provisions of Sub-clause 1 above whether one or more shippers are in a position to reassign Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point.

GRTgaz informs the French Energy Regulatory Commission (CRE) of this situation and if applicable, a proposal for the capacity withdrawal.

If the Shipper is concerned by the implementation of the Long-Term UIOLI procedure, GRTgaz shall send to the Shipper a maximum reassignment request notification corresponding to part or whole of the Daily Entry or Exit Capacity at the Network Interconnection Point as subscribed by the Shipper.

The Shipper, if concerned by the implementation of the Long-Term UIOLI procedure, shall provide, where applicable, a proper justification for the under-utilization of its capacity within ten (10) Working Days following GRTgaz' notification of the maximum reassignment request.

Then GRTgaz forwards these justifications to the French Energy Regulatory Commission (CRE). If the French Energy Regulatory Commission (CRE) decides to implement the Long-Term-UIOLI procedure to the Shipper, GRTgaz shall then send the Shipper a definitive reassignment request, based on the decision of the French Energy Regulatory Commission (CRE).

The part of capacity that has been requested for a definitive reassignment and that has been allocated to shipper taking part to the OSP for Firm Capacity on the Network Interconnection Point concerned is considered as Surrendered Capacity.

The Shipper transfers all its rights and obligations relating to Surrendered Capacity, except the obligation to pay the price difference, if positive, between the amount payable by the Shipper for this Capacity if reassignment had not occurred and the amount payable by the shippers for this



Surrendered Capacity. The case may be, GRTgaz informs the Shipper over the level of Surrendered Capacity, three (3) Working Days after the end of the corresponding period of marketing.

The Shipper retains its rights and obligations under the Contract until the capacity is re-allocated.

4.1.8 SURRENDER OF CAPACITY FOR A PERIOD OF ONE OR SEVERAL MONTHS

GRTgaz shall accept any surrender of Firm Capacity for one or several Month, held by the Shipper, made by email to acces-reseau-accueil@GRTgaz.com ten (10) calendar days before the beginning of the marketing period for monthly capacity subscriptions. The surrender request for Firm Capacity specifies the Network Interconnection Point concerned, the amount, start date and end date and must be made by a person duly authorized.

All reservation requests are binding on the Shipper and can on no account be waived.

If the marketing is done on the PRISMA Platform, the beginning of the marketing period is the publication date of the capacity for sale.

The surrender requests for capacity made first are reallocated first. A surrender request for capacity does not relieve Shipper of its rights and obligations under this Contract.

The part of capacity that has been surrendered and that has been allocated to shipper taking part to the OSP or the auction for Firm Capacity for a period of one (1) Month on the Network Interconnection Point concerned is considered as Surrendered Capacity.

The Shipper should transfer all its rights and obligations relating to Surrendered Capacity, except the obligation to pay the price difference, if positive, between the amount payable by the Shipper for this Capacity if surrender had not occurred and the amount payable by the shippers for this Surrendered Capacity. The case may be, GRTgaz informs the Shipper amounts of Surrendered Capacity, three (3) Working Days after the end of the corresponding period of marketing.

The Shipper retains its rights and obligations under the Contract until the capacity is re-allocated.



4.2 Capacity subscriptions at the Dunkirk Network Interconnection Point (PIR Dunkerque)

4.2.1 ANNUAL CAPACITY SUBSCRIPTIONS

Annual capacity subscriptions are made by the Shipper with GRTgaz via TRANS@ctions and for a maximum period of fifteen (15) consecutive and distinct years.

Annual capacity subscriptions are made by the Shipper with GRTgaz via TRANS@ctions between the eleventh (11th) and the twentieth (20th) calendar day of June of the year Y in order to book annual capacity for the year Y to the year Y+14 and starting from the first (1st) day of October of the year under consideration.

Only eighty per cent (80%) of Firm Capacity and eighty per cent (80%) of annual Interruptible Capacity may be allocated as part of the annual allocation procedure of years Y+1 to Y+14, except for use under contracts referred to in Article L111-98 of the Energy Code.

Two different types of annual capacity may be booked as follows:

- Firm capacity
- or
- Interruptible capacity in the event of all capacity having been allocated.

Once allocated, capacity may not be affected by a new request from the Shipper, with the exception of Releasable Capacity or Surrendered Capacity.

The capacity request submitted by the Shipper may be partially or totally served in the form of Interruptible Capacity only provided no more Firm Capacity remains available.

4.2.1.1 REQUEST FOR CAPACITY

A request for annual capacity must necessarily include the following information:

- A level of capacity that is strictly positive, must be equal to or less than the capacity ceiling of the year under consideration announced by GRTgaz before the start of the marketing period.
- A starting date as of the 1st October of the year under consideration and ending on the 31 October of the following year,

4.2.1.2 ORGANISATION OF OSP RELATING TO FIRM, AND RELEASABLE CAPACITY

GRTgaz shall initiate one OSP relating to annual Reservations of Firm, and Releasable Capacity, starting on the first (1st) Day of October in years Y to Y+14 as considered independently :

All requests arriving between the eleventh (11th) and the twentieth (20th) calendar days of June of year Y inclusive are deemed to be simultaneous and to have been received on the twentieth (20th) calendar day of June in year Y. On that date, only requests which meet the criteria specified in Sub-clause 4.2.1.1 will be included in the allocation process described in Sub-clause 4.2.1.3.



4.2.1.3 RULES FOR ALLOCATING FIRM AND RELEASABLE CAPACITY

The procedure described in the following sections A and B is applicable to capacity requests for each year as considered “independently”.

A. Allocation of requests

Capacity allocation are made according to the following allocation steps.

1. For all capacity requests by shippers, the available Firm Capacity is allocated proportionally to the levels requested.
2. Releasable Capacity is calculated for the first four (4) years on the basis of the total allocation including capacity already allocated for each of those years for shippers likely to release capacity. For each of the four (4) years, releasable capacity is equal to the capacity calculated under the release rules described in Sub-clause **Erreur ! Source du renvoi introuvable.** below.
3. If the requests are not fully satisfied in step 1, the remaining needs are calculated as the difference between requests for capacity and capacity actually allocated in step 1, and Releasable Capacity is allocated to the shippers likely to benefit from it proportionally to the remaining needs and depending on available Releasable Capacity as calculated in step 2.

B. Compensation for released capacity with Interruptible Capacity

Subject to the Interruptible Capacity being available and acceptance by the shippers concerned within twenty-four (24) working hours after being notified of the compensation, the released capacity shall be compensated for by Interruptible Capacity.

4.2.1.4 ORGANISATION OF OSP RELATING TO INTERRUPTIBLE CAPACITY

In the event that, following the allocation of Firm and Releasable capacity, all this capacity has been allocated for one year out of the fifteen years covered by the OSP, GRTgaz shall initiate one OSP relating to annual Reservations of Interruptible Capacity, beginning on the first (1st) Day of October of year Y to Y+14 as considered independently:

- All requests arriving between the twenty-first (21st) calendar day of June in year Y and the last calendar day of June of Year Y inclusive are deemed to be simultaneous and to have been received on the last calendar day of year Y. On that date, only requests which meet the criteria specified in Sub-clause **Erreur ! Source du renvoi introuvable.** will be included in the allocation process described in Sub-clause **Erreur ! Source du renvoi introuvable.**

4.2.1.5 RULES FOR THE ALLOCATION OF INTERRUPTIBLE CAPACITY

For all capacity requests by shippers, the available Interruptible Capacity is allocated proportionally to the levels requested for each year considered independently.

4.2.1.6 MARKETING OF RELEASABLE CAPACITY

- A. In the event that a Shipper, via a subscription or a transfer of capacity from another shipper under Clause 11 of Section B, of marketable annual Firm Capacity on the points detailed



in the table below, a fraction R of the share of the capacity it holds above that twenty per cent (20%) of marketable annual Firm Capacity shall be converted into Releasable Capacity.

When the Shipper, under Clause 11 of Section B, transfers a share of the annual Firm Capacity it holds, the share of its capacity converted into Releasable Capacity is recalculated accordingly. However, the capacity already released is not affected by this.

- B. The shipper's Releasable Capacity is released at the request of GRTgaz, month by month, partially or totally, only if no more or not enough Firm Capacity is available. The Shipper undertakes to release at any time at the request of GRTgaz all or part of each releasable Daily Entry Capacity at the Network Interconnection Point, as described in Appendix 2 to the Contract.
- C. Releasable Capacity may only be released for the benefit of another shipper that has subscribed annual capacity and only if the capacity it holds is strictly less than twenty per cent (20%) of total annual Firm Capacity for the year under consideration after this release is applied.
- D. If, at a given point, several shippers hold Releasable Capacity, the capacity actually released is deducted in proportion to each shipper's Releasable Capacity.
- E. The release of all or a part of the Releasable Capacity does not give rise to a new conversion of annual Firm Capacity into Releasable Capacity.

4.2.2 SUBSCRIPTION OF QUARTERLY CAPACITY

GRTgaz has initiated an OSP for quarterly capacity bookings according to the marketing schedule as described under sections 4.2.2.1 and 4.2.2.2:

- Firm Capacity is offered if and when available
- If no Firm Capacity is available, Interruptible Capacity is offered if and when available,
- All firm capacity requests received between the eleventh (11th) calendar day and the twentieth (20th) calendar day of the month under consideration will be deemed to be simultaneous and received on the twentieth (20th) calendar day of the month under consideration,
- All interruptible capacity requests received between the twenty-first (21st) calendar day and the last calendar day of the month under consideration are deemed to be simultaneous and received on the last calendar day of the month under consideration,
- In the event of requests being in excess to the available capacity, the allocation of capacity will be made according to requests and limited to the available quarterly capacity.

4.2.2.1 FIRM CAPACITY MARKETING SCHEDULE

Shippers can book quarterly subscriptions of Firm Capacity according to the marketing schedule:

Between the eleventh (11th) calendar day and the twentieth (20th) calendar day of July of year Y, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:



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- Quarterly capacity starting on the first (1st) October of Year Y and ending on the thirty-first (31st) December of Year Y.
- Quarterly Capacity starting on the first (1st) January of Year Y+1 and ending on the thirty-first (31st) March of Year Y+1.
- Quarterly Capacity starting on the first (1st) April of Year Y+1 and ending on the thirtieth (30th) of June of Year Y+1.
- Quarterly Capacity starting on the first (1st) of July of Year Y+1 and ending on the thirtieth (30th) of September of Year Y+1.

Between the eleventh (11th) calendar day and the twentieth (20th) calendar day of October of Year Y, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of January of Year Y+1 and ending on the thirty-first (31st) of March of Year Y+1.
- Quarterly Capacity starting on the first (1st) of April of Year Y+1 and ending on the thirtieth (30th) of June of the Year Y+1.
- Quarterly Capacity starting on the first (1st) of July of Year Y+1 and ending on the thirtieth (30th) of September of Year Y+1.

Between the eleventh (11th) calendar day and the twentieth (20th) calendar day of January of Year Y+1, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of April of Year Y+1 and ending on the thirtieth (30th) of June of the Year Y+1.
- Quarterly Capacity starting on the first (1st) of July of Y+1 and ending on the thirtieth (30th) of September of Year Y+1.

Between the eleventh (11th) calendar day and the twentieth (20th) calendar day of April of Year Y+1 GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of July of Y+1 and ending on the thirtieth (30th) of September of Year Y+1.

4.2.2.2 INTERRUPTIBLE CAPACITY MARKETING SCHEDULE

Shippers can book quarterly subscriptions of Interruptible Capacity according to the marketing schedule:

Between the twenty-first (21st) calendar day and the last calendar day of July of the Year Y, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of October of Year Y and ending on the on the thirty-first (31st) of December of the Year Y.
- Quarterly Capacity starting on the first (1st) of January of Year Y+1 and ending on the on the thirty-first (31st) of March of Year Y+1.
- Quarterly Capacity starting on the first (1st) of April of Year Y+1 and ending on the thirtieth (30th) of June of Year Y+1.
- Quarterly Capacity starting on the first (1st) of July of Year Y+1 and ending on the thirtieth (30th) of September of Year Y+1.



Between the twenty-first (21st) calendar day and the last calendar day of October of Year Y, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of January of Year Y+1 and ending on the thirty-first (31st) of March of Year Y+1.
- Quarterly Capacity starting on the first (1st) of April of Year Y+1 and ending on the thirtieth (30th) of June of Year Y+1.
- Quarterly Capacity starting on the first (1st) of July of Year Y+1 ending on the thirtieth (30th) of September of Year Y+1.

Between the twenty-first (21st) calendar day and the last calendar day of January of the Year Y+1, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of April of Year Y+1 and ending on the thirtieth (30th) of June of Year Y+1.
- Quarterly Capacity starting on the first (1st) of July of Year Y+1 and ending on the thirtieth (30th) of September of Year Y+1.

Between the twenty-first (21st) calendar day and the last calendar day of April of Year Y+1, GRTgaz initiates an OSP for quarterly capacity reservations on the following products:

- Quarterly Capacity starting on the first (1st) of July of Year Y+1 and ending on the thirtieth (30th) of September of Year Y+1.

4.2.3 MONTHLY CAPACITY SUBSCRIPTIONS

The Shipper may subscribe Firm Capacity for Month M between the first (1st) calendar day of month M-1 and three (3) banking days before the first (1st) day of month M.

GRTgaz shall initiate an OSP for monthly Reservations of capacity beginning on the first (1st) Day of Month M, to be organised as follows:

- firm capacity will be offered if available at zero hours (00:00) on the first (1st) calendar day of month M-1;
- if no firm capacity is available at zero hours (00:00) on the first (1st) calendar day of Month M-1, Interruptible Capacity will be offered if available;
- all requests received between the first (1st) calendar day of month M-1 and the tenth (10th) calendar day of month M-1 are deemed simultaneous and to have been received on the tenth (10th) calendar day of month M-1 at midnight (24:00);
- if demand exceeds available capacity, capacity will be distributed proportionally to requests up to the maximum monthly capacity available.

All requests received between the eleventh (11th) of month M-1 and three (3) banking days before the first (1st) day of month M will be allocated on a “first come, first served” basis,

- in the form of Firm Capacity,
or
- in the form of Interruptible Capacity if all the firm capacity has been allocated.

4.2.4 DAILY CAPACITY SUBSCRIPTIONS

Daily subscriptions of capacity for each Day in Month M shall be marketed with a notice period of at least seventeen (17) hours and after allocation of the Firm Capacity for the Month M in question



from the second (2nd) banking day before the first (1st) day of month M. Such capacity will be allocated on a first come, first served basis.

Every day, between 2:00 p.m. (14:00) and 3:00 p.m. (15:00), GRTgaz will Auction on TRANS@ctions the daily Firm Capacity for the next day that remains available.

Capacity sold by Auction is allocated to shippers in decreasing order of the prices they bid.

The unit price of capacity subscribed daily by Auction shall be equal to:

- the Reserve Price if all the capacity put on sale by Auction is not subscribed by participating shippers,
- the minimum of the unit prices proposed by the shippers to which some capacity is allocated by Auction if all the capacity put on sale by Auction is subscribed by participating shippers.

4.2.5 SUBSCRIPTION OF UBI CAPACITY

The capacity already booked by the Shipper and unused (not nominated), as well as capacity which has not been marketed by GRTgaz, may be allocated by GRTgaz to other shippers operating at this point if they have requested UBI capacity. This request is deemed equal to the difference between the shipper's Nomination and the Initial Operational Capacity at this Network Interconnection Point (case of an excess of nominations).

If UBI capacity are offered under Sub-clause 2.2.3 of this Section B, an excess of Nominations relative to the Initial Operational Capacity shall be handled as a UBI capacity request between 2pm (14:00) on Day D-1 and 3am (3:00) on Day D.

UBI capacity is issued at the end of each cycle and published exclusively via the IT system under the name "UIOLI" in the present case in the shipper's Operational Capacity Statement.

UBI capacity is allocated by prioritising the requests of the shippers under their Rights, then allocated to shippers beyond their capacity Rights.

In this particular case, UBI capacity requested on the Day D ("intraday" or "within-day" requests) is allocated to the Shipper who is the beneficiary on a daily basis at the end of each cycle on Day D. The capacity shall be allocated prorata temporis for the number of hours remaining in Day D and deemed permanently allocated on the basis of one/twenty-fourth (1/24th) per hour of the Day D in arrears.

Without prior notice, GRTgaz may interrupt the marketing of UBI capacities at any time on any day. If this case arises, GRTgaz thus would adjust the Operational Capacity Statement accordingly by deleting the UBI capacity allocated for that Day.

UBI capacity billed to the Shipper corresponds to the difference, if positive, between the Daily Quantity Taken off or, if applicable, Delivered, and the sum of the shipper's Firm Rights and Interruptible Rights.



4.2.6 CONVERSION OF INTERRUPTIBLE CAPACITY INTO FIRM CAPACITY

One month before the start date of the subscription period, GRTgaz automatically converts Interruptible Capacity subscribed with a long notice period into annual Firm Capacity for the duration of one (1) year, provided some Firm Capacity is available. In the event of a request exceeding the available capacity, annual Firm Capacity will be distributed proportionally to the annual Interruptible Capacity held by each shipper.

4.2.7 LONG-TERM USE-IT-OR-LOSE-IT (LONG-TERM UIOLI) PROCEDURE

GRTgaz may implement a Long-Term UIOLI procedure, which is designed to make available to shippers capacity subscribed but not used by one or more shippers on the Network Interconnection Points. The Long-Term UIOLI procedure can be implemented provided the following conditions are met:

1. During two following periods of six (6) consecutive Months, beginning on the first (1st) Day of October or on the first (1st) Day of April Daily Quantities Scheduled for offtake, respectively for delivery, for a Shipper at a Network Interconnection Point, are on average less than eighty per cent (80%) of the Daily Entry Capacity, respectively Daily Exit Capacity, subscribed by that Shipper at the said Network Interconnection Point with an effective duration of more than one year and that has not been transferred to another shipper under CHAPTER 3 of Section B nor released under Sub-clause 4.2.8;
2. GRTgaz has been unable to meet at least one duly justified request from another shipper for an annual subscription of Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point.

GRTgaz, receiving a request from a Shipper pursuant to Sub-clause 2 above shall assess in accordance with the provisions of Sub-clause 1 above whether one or more shippers are in a position to reassign Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point.

GRTgaz informs the French Energy Regulatory Commission (CRE) of this situation and if applicable, a proposal for the capacity withdrawal.

If the Shipper is concerned by the implementation of the Long-Term UIOLI procedure, GRTgaz shall send to the Shipper a maximum reassignment request notification corresponding to part or whole of the Daily Entry or Exit Capacity at the Network Interconnection Point subscribed by the Shipper.

The Shipper, if concerned by the implementation of the Long-Term UIOLI procedure, shall provide, where applicable, a proper justification for the under-utilization of its capacity within ten (10) Working Days following GRTgaz' notification of the maximum reassignment request.

Then GRTgaz forwards these justifications to the French Energy Regulatory Commission (CRE). If the French Energy Regulatory Commission (CRE) decides to implement the Long-Term-UIOLI procedure to the Shipper, GRTgaz shall then send the Shipper a definitive reassignment request, based on the decision of the French Energy Regulatory Commission (CRE).

The part of capacity that has been requested for a definitive reassignment and that has been allocated to shipper taking part to the OSP for Firm Capacity on the Network Interconnection Point concerned is considered as Surrendered Capacity.

The Shipper transfers all its rights and obligations relating to Surrendered Capacity, except the obligation to pay the price difference, if positive, between the amount payable by the Shipper for this Capacity if reassignment had not occurred and the amount payable by the shippers for this



Surrendered Capacity. The case may be, GRTgaz informs the Shipper over the level of Surrendered Capacity, three (3) Working Days after the end of the corresponding period of marketing.

The Shipper retains its rights and obligations under the Contract until the capacity is re-allocated.

4.2.8 SURRENDER OF CAPACITY FOR A PERIOD OF ONE OR SEVERAL MONTHS

GRTgaz shall accept any surrender of Firm Capacity for one or several Month, held by the Shipper, made by email to acces-reseau-accueil@GRTgaz.com ten (10) calendar days before the beginning of the marketing period for monthly capacity subscriptions. The surrender request for Firm Capacity specifies the Network Interconnection Point concerned, the amount, start date and end date and must be made by a person duly authorized.

All reservation requests are binding on the Shipper and can on no account be waived.

If the marketing is done on the PRISMA Platform, the beginning of the marketing period is the publication date of the capacity for sale.

The surrender requests for capacity made first are reallocated first. A surrender request for capacity does not relieve Shipper of its rights and obligations under this Contract.

The part of capacity that has been surrendered and that has been allocated to shipper taking part to the OSP or the auction for Firm Capacity for a period of one (1) Month on the Network Interconnection Point concerned is considered as Surrendered Capacity.

The Shipper should transfer all its rights and obligations relating to Surrendered Capacity, except the obligation to pay the price difference, if positive, between the amount payable by the Shipper for this Capacity if surrender had not occurred and the amount payable by the shippers for this Surrendered Capacity. The case may be, GRTgaz informs the Shipper amounts of Surrendered Capacity, three (3) Working Days after the end of the corresponding period of marketing.

The Shipper retains its rights and obligations under the Contract until the capacity is re-allocated.

4.3 Particular situation of capacity subscriptions at the Jura Network Interconnection Point (PIR Jura)

Exit Capacity

In order to ensure consistency with the adjacent transmission system, GRTgaz allocates Daily Exit Capacity at the Jura Network Interconnection Point to a Shipper who requests it with at least fifteen (15) day prior notice, provided that it can justify holding a transmission contract with the Operator of the adjacent transmission system or a contract to sell gas to another shipper having transmission rights on the said Operator's network.

The Daily Exit Capacity allocated by GRTgaz at the Jura Network Interconnection Point is strictly equal in quantity and duration to the capacity allocated by the Operator of the adjacent transmission system.

Entry Capacity

Entry Capacity in PIR Jura is sold by auction for quarterly Capacity.



Any unsold capacity at capacity auctions will be marketed as monthly products on PRISMA insofar as the unsold volume of Capacity does exceed one (1) GWh/d. This Capacity is not marketed in daily product.

4.4 Transport Production Interface Points (PITP)

Shippers with gas produced upstream of a Transport Production Interface Point are allocated, upon request, with a minimum prior notice of one (1) month, the annual Entry Capacity available at that Transport Production Interface Point which corresponds to their needs.

For the biogas production facilities, the annual entry capacity for subscription by the shippers correspond to the reserved capacity as provided for in the transmission and distribution network biogas injection reservation management procedure as published on GRTgaz' public website www.grtgaz.com

4.5 Subscription to Auxiliary Services

The provisions governing the subscription of Auxiliary services (H-gas to L-gas and L-gas to H-gas Quality Conversion Services) are laid out in Appendix B3 of this Section B.

Clause 5 Marketing of capacity through automatic allocation at the Transport LNG Terminal Interface Points (PITTM)

5.1 PITTM of Montoir and FOS

GRTgaz operates a mechanism to automatically allocate Daily Entry Capacity at Transport LNG Terminal Interface Points on the basis of the regasification capacity subscribed with the LNG terminal's Operator and transmitted to GRTgaz by the latter.

The objective of this mechanism is to guarantee to the Shipper the availability of Daily Entry Capacity consistent with the regasification capacity that the Shipper subscribes on an LNG terminal(s), within the limits of the Network's capacity.

Under this mechanism, GRTgaz allocates three (3) types of Daily Entry Capacity at Transport LNG Terminal Interface Points:

- an annual capacity, calculated on the basis of the regasification capacity subscribed for a duration of a year or multi-year with the LNG terminal Operator(s),
- one or several ten-day capacity, calculated on the basis of the regasification capacity subscribed for a duration shorter than one year with the LNG terminal Operator(s).
- an additional daily capacity, calculated retrospectively on the basis of the difference between the maximum daily emission for each Day of the relevant Month and the subscribed capacity,

Each Daily Entry Capacity at a Transport LNG Terminal Interface Point specified in Appendix 2 of the Contract can be amended by GRTgaz on the basis of information provided by the LNG terminal Operator.



5.1.1 ANNUAL CAPACITY

If the Shipper has subscribed offloadings with an LNG terminal Operator for a duration of a year or multi-year, it benefits from the allocation, for each year in which it subscribes capacity with the LNG terminal Operator, of a firm annual capacity equal to the regasification capacity subscribed with the LNG terminal Operator, multiplied by the total Firm Daily Entry Capacity at the Transport LNG Terminal Interface Point and divided by:

- For Montoir PITTM, the total annual firm technical regasification capacity of the LNG terminal,
- For Fos PITTM, the sum of the total annual firm technical regasification capacity of the Fos Cavaou LNG terminal and the total annual firm regasification capacity subscribed at the Fos Tonkin LNG terminal.

In the event that additional regasification capacity has been subscribed for a duration of a year or multi-year with the LNG terminal Operator within the year for the current year, the Allocated Capacity is recalculated accordingly.

The values of the total firm daily entry capacity at the Transport LNG Terminal Interface Point and the total annual firm technical regasification capacity of the LNG terminal at Montoir and at Fos are published on GRTgaz' public website, www.grtgaz.com.

5.1.2 TEN-DAY CAPACITY

The Shipper subscribing offloadings for a duration shorter than one (1) year with the LNG terminal Operator will be allocated firm ten-day capacity equal to the regasification capacity subscribed with the LNG terminal Operator. Such capacity is allocated for periods of N consecutive days, N being higher than or equal to ten (10) days, starting from the emission start date initially agreed by the LNG terminal Operator and the Shipper.

In the event of a delay in the offloading process and up to seven (7) days before the expected end of the offloading process, the Shipper may request the rescheduling of its allocation on the basis of the new emission beginning date. It may also request an update of its ten-day firm capacity value as subscribed according to two (2) criteria, which apply cumulatively as follows:

- The new capacity must be allocated by periods of N consecutive days, with N being greater than or equal to ten (10) days.
- The new ten-day firm capacity allocated remains equal to the regasification subscribed with the LNG terminal Operator.

Every additional day beyond the ten-day capacity is invoiced to the price of the daily additional allocation, as provided in Clause 14. The quantities delivered at the Transport LNG Terminal Interface Point are scheduled taking into account such delay and in compliance with Appendix D2.1 of Section D2. If unloading is cancelled, the capacity allocated at the Transport LNG Terminal Interface Point remains due.

5.1.3 ADDITIONAL DAILY CAPACITY

This additional daily capacity is defined in Clause 14 of this Section B.



5.1.4 DAILY BACKHAUL CAPACITY

At the beginning of month M, the Shipper is being allocated a daily Backhaul Capacity equal to the capacity allocated by the LNG Terminal Operator for every Day of month M-1.

Such daily Backhaul Capacity shall be subject to a Price Supplement as defined in Clause 12 of this Section B.

The daily Backhaul Capacity for each Day of month M at a Transport LNG Terminal Interface Point may be modified in view of the information provided by the LNG Terminal.

5.2 PITTM Dunkerque LNG

Holding regasification capacities entails an obligation to subscribe entry capacities as regards the transmission network and for the relevant durations and amounts. In the case of the Dunkerque LNG terminal in particular, where the facility serves two interconnection points, this obligation is met by adding up the capacities reserved on GRTgaz's network out of the Dunkerque LNG PITTM and those reserved at the second terminal, which serves Belgium.

The Shipper may subscribe annual and/or ten-day Capacity with GRTgaz out of the PITTM Dunkerque GNL via TRANS@ctions. The Shipper may subscribe daily Capacity with GRTgaz out of the PITTM Dunkerque GNL via TRANS@ctions, under the condition that the daily Capacity is consecutive to a ten-days Capacity.

Each Daily Entry Capacity at a Transport LNG Terminal Interface Point specified in Appendix 2 of the Contract can be amended by GRTgaz on the basis of information provided by the LNG terminal Operator.

5.2.1 ANNUAL CAPACITY

Annual Capacities may be allocated to any Shipper which so requests, on the condition that it can justify its request with evidence of the subscription of consistent annual regasification capacity with the Dunkerque GNL terminal operator and that such capacity is available from such point.

Any allocated capacity may not be challenged as a result of a new application from the Shipper

All annual Capacity subscriptions are made by the Shipper with GRTgaz on one (1) or several Annual Bands starting on the first (1^{er}) day of any month and (7) Working Days before the first (1^{er}) day when the Capacity comes into effect at the latest.

5.2.2 TEN-DAY CAPACITY

Ten-day Capacities may be allocated to any Shipper which so requests, on the condition that it can justify its request with evidence of the subscription of consistent regasification capacity with the Dunkerque GNL terminal operator and that such capacity is available from such point.

Any allocated capacity may not be challenged as a result of a new application from the Shipper



All ten-day Capacity subscriptions are made by the Shipper with GRTgaz on a period of N consecutive days, N being higher than or equal to ten (10) days starting on any month M and (7) Working Days before the first (1^{er}) day when the Capacity comes into effect at the latest.

In the event of an imbalance in the off-loading process, the Capacity allocation period shall not be modified. In the event of the off-loading being cancelled, the Capacity allocated at the Transport LNG terminal Interface Point shall remain due.

5.2.3 DAILY CAPACITY

Daily Capacities may be allocated to any Shipper which so requests, on the condition that it can justify its request with evidence of the subscription of consistent regasification capacity with the Dunkerque GNL terminal operator and that such capacity is available from such point.

Daily Capacity subscriptions are made by the Shipper with GRTgaz on one (1) or several consecutive Days, and (3) Working Days before the first (1^{er}) day when the Capacity comes into effect at the latest.

5.2.4 UBI (USE-IT-AND-BUY-IT) CAPACITY

GRTgaz offers UBI (Use-it-and-Buy-It) Capacity according to a system that allows Shipper to request additional capacity beyond their Initial Operational Capacity. Such capacity may be allocated in full or in part, if one or several other shippers do not use all of their Operational Capacities and/or provided that the full capacity has not been sold by GRTgaz out of this particular point on a given Day.

The UBI Capacity allocated to the Shipper may be reduced in part or in full at any time in the event of a new Nomination request from other shippers, which are primary owners of the capacity.

The Capacity already booked by the Shipper and unused (not nominated), as well as the capacity which has not been marketed by GRTgaz, may be allocated by GRTgaz to other shippers operating at this point if they have requested UBI Capacity. This request is deemed equal to the difference between the shipper's Nomination and the Initial Operational Capacity at this point (case of an excess of nominations).

An excess of Nominations relative to the Initial Operational Capacity shall be handled as a UBI capacity request between 2pm (14:00) on Day D-1 and 3am (3:00) on Day D.

UBI Capacity is issued at the end of each cycle and published exclusively via the IT system under the name "UIOLI" in the present case on the beneficiary Shipper's Operational Capacity statement.

UBI Capacity is allocated by prioritising the requests of the shippers under their Rights, then allocated to shippers beyond their capacity Rights.

In this particular case, UBI capacity requested on the Day D ("intraday" or "within-day" requests) is allocated to the Shipper who is the beneficiary on a daily basis at the end of each cycle on Day D. The Capacity shall be allocated on a prorata temporis for the number of hours remaining in Day D and deemed allocated permanently on the basis of one/twenty-fourth (1/24th) per hour of the already elapsed Day D.



GRTgaz may interrupt the marketing of UBI Capacities without prior notice and at any time on any day. If this case arises, GRTgaz will then adjust the Operational Capacity Statement accordingly by deleting the UBI Capacity allocated for that Day.

UBI Capacity billed to the Shipper corresponds to the difference, if positive, between the Daily Quantity Taken off and the sum of the shipper's Rights.

Clause 6 North B, North-East, North-West, North-Atlantic, South-Atlantic and South-East Transport Storage Interface Points (PITS)

Capacities at the Transport Storage Interface Points are Firm Capacities.

So as to guarantee to the Shipper the availability of the Daily Entry and Exit Capacities at the Point of Interface Transport Storage corresponding to its injection and withdrawal capacities on a storages group, the Daily Entry and Exit Capacities at the Point of Interface Transport Storage are automatically allocated by GRTgaz to the Shipper, within the limits of the capacities of the Network, on the basis of the nominal capacities of the product of storage which was attributed to him by the Operator(s) of storage.

6.1 Annual capacity

Concerning storage products with a duration of more or equal to one (1) year, the annual Entry (respectively Exit) Transport Storage Interface Capacity at Transport Storage Interface Points corresponds to the maximum withdrawal (respectively injection) flows determined by the Storage Operator(s).

6.2 Quarterly capacity

Concerning storage products with a duration of less than one (1) year or in excess or equal to three (3) Months allocated to the Shipper by the storage Operator(s), the quarterly Entry (respectively Exit) Transport Storage Interface Capacity at the Transport Storage Interface Points are allocated automatically to the Shipper by GRTgaz provided there is sufficient capacity on the Network and on the basis of the storage capacities previously allocated by the storage Operator(s).

6.3 Monthly capacity

Concerning storage products with a duration of less than three (3) Months or in excess or equal to one (1) Month allocated to the Shipper by the storage Operator(s), monthly Entry (respectively Exit) Transport Storage Interface Capacity at the Transport Storage Interface Points are allocated automatically to the Shipper by GRTgaz provided there is sufficient capacity on the Network and on the basis of the storage capacities previously allocated by the storage Operator(s).



6.4 Daily capacity subscription

Concerning storage products with a duration of less than one (1) Month or in excess or equal to one (1) Day allocated to the Shipper by the storage Operator(s), the Daily Entry (respectively Exit) Transport Storage Interface Capacity at the Transport Storage Interface Points are allocated automatically to the Shipper by GRTgaz provided there is sufficient capacity on the Network and on the basis of the storage capacities previously allocated by the storage Operator(s).

In case of Daily Quantity scheduled by the Shipper superior to the sum of the Transport Storage Interface Capacities subscribed by the Shipper at Transport Storage Interface Point for a given direction (Entry or Exit), the Daily Transport Storage Interface Capacities are automatically allocated by GRTgaz *ex post*. The allocation is equal to the difference between the Daily Quantity Scheduled by the Shipper and the sum of the Transport Storage Interface Capacities beforehand subscribed by the Shipper at the Transport Storage Interface Point in the given direction.

Clause 7 Reservation procedures for capacity

7.1 Annual, quarterly and monthly subscriptions

On its public website www.grtgaz.com and on TRANS@ctions, GRTgaz shall publish the capacity available on the Upstream Network. This data is regularly updated.

Requests for capacity submitted by the Shipper for annual, quarterly and monthly Reservations are communicated through TRANS@ctions or the PRISMA Platform.

7.2 Daily subscriptions

The Shipper shall request daily subscriptions through TRANS@ctions or the PRISMA Platform. GRTgaz' response to a daily subscription request takes the form of an updated Services and Capacity Portfolio posted on TRANS@ctions.

7.3 Intraday Subscription OF Capacities

Subscriptions for UBI Capacity issued by the Shipper are handled via the IT system in accordance with the provisions described in Sub-clause 4.1.5.

Clause 8 Special cases when Network Operational Limits is reached

Pursuant to the deliberations of the Energy Regulatory Board (Commission de Régulation de l'Énergie – CRE) of 26 October 2017 and of 24 July 2018 regarding the setting up of a single gas market in France, GRTgaz has at disposal various mechanisms should the Network Operational Limits be reached.



1.1 Interruption of the interruptible capacities and UBI capacities.

Should the Network Operational Limits be reached, GRTgaz reserves the right to interrupt the interruptible Capacity subscribed at one or more Network Interconnection Points (PIR), and Transport LNG Terminal Interface Points (PITTM) on the day before and in the course of the day. In addition, should the Network Operational Limits be reached, GRTgaz reserves the right to interrupt the UBI capacities and backhaul capacities at one or more Network Interconnection Points (PIR), and Transport LNG Terminal Interface Points (PITTM) on the day before and in the course of the day.

1.2 Interruption of marketing of unsubscribed capacity

Should the Network Operational Limits be reached, GRTgaz reserves the right to interrupt at any time the marketing of unsubscribed capacities at one or more Network Interconnection Points (PIR), and Transport LNG Terminal Interface Points (PITTM) on the day before and in the course of the day.

1.3 Mutualised Restriction

Should the Network Operational Limits be reached, GRTgaz reserves the right to apply a mechanism for Mutualised Restriction as a last resort if it is not in a position to ensure the transmission of gas. Shippers cannot seek to obtain any compensation by submitting an insurance claim to GRTgaz's insurance companies to compensate for the possible consequences of Mutualised Restriction.

Clause 9 Incremental Capacity

A request for incremental capacity can be made to GRTgaz depending on the situation:

- 1- Pursuant to the procedure and terms and conditions described in the European Commission regulation, GRTgaz and the adjacent Operators coordinate their efforts so as to undertake a joint assessment of the firm capacity demand bundled for all their networks. This process takes place every two (2) years and aims at developing capacity beyond the Technical capacity made available at the request of the concerned/interested parties. This process is a joint process undertaken by all the adjacent Operators to promote the development of joint/bundled firm capacity. Such demand may involve the Obergailbach PIR or the Virtualys PIR.

The procedure consists of two (2) different phases:

- Firstly, a non-binding phase, which allows Network operators to make a primary assessment of the overall demand and of the period during which there is a need for incremental capacity. The Shippers are invited to send their non-binding requests to the Network Operators by post. The Operators will then ascertain the available capacity according to the market demand as well as the potential development needs across the networks.
- Secondly, a binding phase shall be undertaken depending on the demand received by GRTgaz and/or the concerned adjacent Operators, and launched in coordination with the Network Operators according to technical and economic criteria and in



accordance with the European and domestic laws and regulations. This binding phase follows a joint survey undertaken by the Operators to determine the feasibility of the required developments, as well as the timeline and the conditions for the provision of such development capacity.

If the request is made to GRTgaz outside of the above-described timeline of the European procedure, GRTgaz reserves the right to launch a specific consultation procedure on the demand and to request that the next European procedure would reflect such demand.

- 2- If the request received by GRTgaz involves another Network point than the Obergailbach and the Virtualys PIRs, GRTgaz shall consider the additional capacity request as a Prudent and Reasonable Operator. This process takes place in coordination with the relevant adjacent Operator if the request involves a borderline network point.

If the request received can be met fully or in part, without developing incremental capacity and in accordance with the applicable European regulations. The capacity available shall then be subscribed by the Shipper concerned pursuant to the terms of the Contract.

CHAPTER 3 SECONDARY CAPACITY MARKET

The Shipper may exchange Daily Entry and Exit Capacity at Network Interconnection Points with other Network shippers, as well as Daily Entry Capacity at the Transport LNG terminal Interface Point, either by transferring rights-of-use or by transferring all rights and obligations.

GRTgaz may refuse an exchange capacity, either by transferring rights of use or by transferring all rights and obligations, if this capacity is the subject of restitution by the Shipper, in accordance with Sub-clauses 4.1.8 and 4.2.8.

In the event of an exchange capacity, the Shipper undertakes not to unbundle the capacity it has subscribed as bundled on the PRISMA Platform.

Clause 10 Transfer of capacity right-of-use

The Shipper may transfer to another shipper that has an existing transmission contract with GRTgaz the right-of-use covering all or part of each Firm or Interruptible Daily Entry Capacity at the Network Interconnection Point, Firm or Interruptible Daily Exit Capacity at the Network Interconnection Point, Daily Entry Capacity at Transport Production Interface Point or Daily Entry Capacity at the Transport LNG terminal Interface Point specified in Appendix 2 to the Contract. In this case, the Shipper which first holds the capacity remains liable towards GRTgaz under the Contract for all the obligations related to the capacity for which the right-of-use is transferred, in particular the payment obligation.

The Shipper that has acquired a capacity right-of-use through a transfer of the said right-of-use continues to hold that right even if the Shipper, which first held the capacity, fails to execute its obligations under the Contract.



The capacity right-of-use, which was acquired by the transferee Shipper, can be transferred by the latter, wholly or in part, to third party shipper with an existing transmission contract with GRTgaz. In this case as well, the Shipper, which first holds the capacity, remains liable towards GRTgaz, under the Contract for all the obligations related to the capacity for which the right-of-use is transferred, in particular, the payment obligation.

In no case may the transfer of capacity right-of-use apply to Releasable Capacity. Any transfer of rights-of-use performed under this Clause 10 shall be carried out via the PRISMA Platform. The rules applicable to the transfer of use are described in the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at <http://www.prisma-capacity.eu>.

In the event of the PRISMA Platform remaining unavailable over a long period, GRTgaz undertakes to make best efforts to set up an alternative solution in order to register the transfers of right-of-use.

By way of exception, the transfer of capacity right-of-use of Daily Entry Capacity at Transport Production Interface Point is requested by shipper on TRANS@ctions by mentioning transferee Shipper associated. Transferee Shipper must accept the request of the Shipper on TRANS@ctions so that GRTgaz approve the transfer of capacity right-of-use

The transfer of capacity right-of-use of Daily Entry Capacity at Transport Production Interface Point can be monthly or yearly and the request of transfer of capacity right-of-use should be done by Shipper and accepted by transferee Shipper before the twenty (20) of month M-1 for a start the first (1^{er}) of month M.

Clause 11 Full transfer of capacity subscribed annually and monthly

The Shipper can transfer to another shipper its rights and obligations relating to all or part of each Daily Entry Capacity at the Network Interconnection Point, Daily Exit Capacity at the Network Interconnection Point, stipulated in Appendix 2 to the Contract, on condition that:

- transfers apply to annual capacity subscriptions for a period of one (1) Month minimum, or to quarterly capacity subscriptions for a period of one (1) Month minimum, or to monthly capacity subscriptions for a duration of one (1) Month, these subscriptions being firm or interruptible, and that
- the Period of Validity of the capacity transferred starts on the first (1st) Day of a Month and ends on the last day of a Month.

The Shipper can transfer to another Shipper its rights and obligations related to all or part of each Daily Entry Capacity at the Transport LNG terminal Interface Point stipulated in Appendix 2 to the Contract, on condition that :

- transfers apply to annual capacity subscriptions for a duration of minimum ten (10) consecutive Days, or transfers apply to ten-day Capacity subscriptions for a duration of minimum ten (10) consecutive Days.

All transfers of capacity under the present Clause 11 are carried out:

- either via the PRISMA Platform, in which case the transfer shall be completed in accordance with the operating terms and conditions applicable to assignments as



described in the "General Terms and Conditions for Use of the PRISMA Capacity Platform" available at www.prisma-capacity.eu.

- or by notification of consistent capacity information to GRTgaz by the transferor Shipper and by the transferee shipper indicating the capacity concerned, its Period of Validity, the transferor Shipper and the transferee shipper, which notification is received by GRTgaz
 - before the twentieth (20th) of the month preceding the Month of the first (1st) Day of validity of the transferred capacity for all Daily Entry Capacity at the Network Interconnection Point, Daily Exit Capacity at the Network Interconnection Point,
 - at the latest seven (7) working days before the first (1st) Day of validity of the transferred capacity for all Daily Entry Capacity at the Transport LNG terminal Interface Point.

In this case, GRTgaz undertakes to process the transfer, as soon as GRTgaz has received the two consistent notifications, within three (3) Working Days.

In case of any transfer carried out under the present Clause 11, the Contract shall be amended accordingly.

CHAPTER 4 DETERMINATION OF QUANTITIES

After subscribing capacity, and if it did not transfer this capacity, the Shipper requests GRTgaz to transmit a quantity of energy on the Network on a given Day by means of Nominations.

The day after the Day, GRTgaz determines the quantities that have been taken off, transmitted and delivered.

Clause 12 Forecasts, Nominations and Schedules

The procedures for forecasting, Nominations and scheduling are specified in Appendix D 2.1 to Section D2.

Clause 13 Determination of Quantities

13.1 General case

Every Day, the Daily Quantity Taken Off or where applicable Delivered at a Network Interconnection Point, at a Transport Production Interface Point, at a Transport Storage Interface Point, at a Transport LNG Terminal Interface Point, at Title Transfer Point is equal to the Daily Quantity Scheduled by GRTgaz at this point.



The provisions governing Daily Quantities relating to auxiliary services (H-gas to L-gas and L-gas to H-gas Conversion Services) are laid out in Appendix B3 of this Section B.

13.2 Provision of the values of the daily quantities taken off, transmitted and delivered

The Daily Quantities Taken Off, the Daily Quantities Delivered and the Daily Quantities Transmitted are determined in accordance with this Clause 13.

On Day D+1, the Shipper receives an estimate of each Daily Quantity Taken Off, Delivered and Transmitted on Day D, via the IT system, or by fax if the IT system is unavailable. The Shipper shall be notified by GRTgaz before 1:00 p.m. (13:00) on Day D+1 in the allocation notice for Day D of this information. A provisional quantity statement containing the Daily Quantities Taken Off, the Daily Quantities Transmitted and the Daily Quantities Delivered, modified as necessary, for each Day from the first (1st) Day of the current Month, shall be published simultaneously.

At the latest on the tenth (10th) Working Day of Month M+1, GRTgaz shall notify the Shipper, via the IT system, of the values of the Daily Quantities Taken Off, Transmitted and Delivered that will be used for billing purposes, by means of the publication of a definitive quantity statement for Month M.

Clause 14 Price Supplement at a Transport LNG Terminal Interface Point

14.1 Price supplement related to the daily allocation of additional daily entry capacity

For each Transport LNG Terminal Interface Point and for shippers having subscribed offloadings for a duration of a year or multi-year, for each Day of the Month during which the Daily Entry Capacity, annually allocated, at the said Transport LNG Terminal Interface Point, is different from zero on this Day, the difference, if positive, between:

- the value of the Daily Quantity Taken Off this Day
- and the value of the Daily Entry Capacity at the Transport LNG Terminal Interface Point for this Day

shall constitute an Extra Daily Allocation of Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point.

For each Extra Daily Allocation of Daily Entry Capacity at a Transport LNG Terminal Interface Point, a Price Supplement shall be due by the Shipper, calculated as follows:

$$CPASQCJE = PUACJE \times ASQCJE \times 1/365$$

Where:

- CPASQCJE is the Price Supplement for Extra Daily allocation of Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,
- PUACJE is the Annual Unit Price of the Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,



- ASQCJE is the value of the Extra Daily Allocation of Daily Entry Capacity at the Transport LNG Terminal Interface Point.

14.2 Price supplement for the allocation of backhaul capacity

For each Transport LNG Terminal Interface Point, the allocation of Backhaul Capacity by GRTgaz is subject to a Price Supplement payable by the Shipper, calculated as follows:

$$\text{CPACR} = \text{PUACJE} \times \text{Backhaul Capacity} \times 1/1200$$

Where:

- CPACR is the Price Supplement for Extra Daily allocation of Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,
- PUACJE is the Annual Unit Price of the Daily Entry Capacity at the relevant Transport LNG Terminal Interface Point,
- Backhaul Capacity is the Backhaul Capacity allocated by GRTgaz at the relevant Transport LNG Terminal Interface Point.

CHAPTER 5 OBLIGATIONS AND LIMITATIONS TO GRTGAZ' OBLIGATIONS

Clause 15 GRTgaz' obligations

GRTgaz undertakes to make available to the Shipper the subscribed capacity within the framework of the limits defined in this Chapter.

Clause 16 Limitations on offtake, transmission and delivery obligations

16.1 Limitations related to Daily Capacity

The Daily Capacity referred in this Sub-clause 16.1 is that defined in Appendix 2 to the Contract, reduced, where applicable, pursuant to the terms of the Chapter entitled "Disruption in Service Continuity" in Section A or Clause 17 below.

GRTgaz is under no obligation to take off at an Entry Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Entry Capacity at that Entry Point. This restriction does not concern Transport LNG Terminal Interface Points.

GRTgaz is under no obligation to take off, or respectively to deliver at a Network Interconnection Point, Transport Storage Interface Point, Transport Production Interface Point, at any Hour, a



quantity of Gas with an Energy Content in excess of one twenty-fourth ($1/24^{\text{th}}$) of the Daily Entry (or respectively Exit) Capacity at that point.

GRTgaz is under no obligation to deliver to a Network Interconnection Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Exit Capacity at this Network Interconnection Point.

GRTgaz is under no obligation to deliver to a Transport Storage Interface Point, on any Day, a quantity of Gas with an Energy Content in excess of the Daily Exit Capacity at that Transport Storage Interface Point.

Prior to the Validity Start Date and after the Validity End Date for a Daily Capacity specified in Appendix 2 to the Contract, the said Daily Capacity shall be deemed to be equal to zero (0).

In the case of a Day with a duration of twenty-three (23) or twenty-five (25) hours, the limits relating to Daily Capacity established in this Sub-clause 16.1 are subject to a coefficient of twenty-three/twenty-fourths ($23/24^{\text{th}}$), respectively twenty-five/twenty-fourths ($25/24^{\text{th}}$).

Limitations relative to the provision of Auxiliary services and to the H-gas to L-gas Quality Conversion Services are laid out in Appendix B3 of Section B.

16.2 Limitations arising from scheduling

The limitations arising from scheduling are specified in the Sub-clause entitled "Limitations with regards to scheduling" in Section D2.

Clause 17 Reduction or interruption in offtake, transmission or delivery

Interruptible Capacity can be reduced or interrupted temporarily by GRTgaz in accordance with the conditions specified in Appendix B.2. UBI capacity can be reduced or interrupted temporarily by GRTgaz in accordance with the conditions specified in Sub-clause 4.1.5.

Should GRTgaz apply any of the provisions stated in the above paragraph, its obligations to take off, transmit or deliver shall be reduced accordingly.

Unless otherwise expressly stipulated in the Contract, the obligations of the Shipper, particularly the balancing obligations referred to in the Sub-clause entitled "Shipper's Obligations" in Section D2, the obligations of the Shipper in Charge of H-gas to L-gas Quality Conversion Service provided in the article entitled «Obligations of the Shipper in Charge of H-gas to L-gas Quality Conversion Service» of Section D3 as well as the obligation to pay the Price, shall not be modified as a result of such implementation.



Clause 18 Capacity Buy-Back procedure

At the points where Additional Capacity is marketing, GRTgaz may buy-back for a day or part of a day Firm Capacity under the conditions specified in Appendix B5.

Clause 19 Bundling service

The bundling service allows shippers who have unbundle Daily Capacity on the French side of a Network Interconnexion Point, to bundle this Daily Capacity with unbundle capacity on the other side of the same Network Interconnexion Point. Where this service applies, the Daily Capacity shown in Appendix 2 is identified as bundle. The Shipper retains its rights and obligations on this capacity even if in the premise of renunciation, termination, or any reason which could lead to a non-use of the capacity at the other side of the same Network Interconnexion Point.

The Shipper may use this service provided it fulfils both the following conditions:

1. It has unbundle Daily Capacity for annual at one of the following Network Interconnection Points: Taisnières L, or Obergailbach in the Entry direction, or Virtualys in the both direction
2. It has a corresponding kind of unbundle capacity at the other side of the same Network Interconnexion Point.

Shipper must apply for the bundling service at the following address acces-reseau-accueil@grtgaz.com before twentieth (20th) calendar day of the Month M-2 for a capacity starting the first (1st) day of the Month M. After this deadline, all bundling service requests will be rejected.

Bundling requests must be made by a duly authorised person. The request must specify at least the Network Interconnection Point concerned, the period of application and the quantity of capacity which wants to bundle.

GRTgaz confirms the processing of the bundling service by sending an email in reply to the Shipper's request made. The substitution service is considered as processed when the reply email has been sent.

The bundling service is free.

Clause 20 Implementation of limitations, reductions, interruptions

GRTgaz may take all measures that it considers appropriate in order to avoid taking off, transmitting or delivering, on any Day or at any Hour, a quantity of Gas that does not comply with any of the limitations stated in this CHAPTER 5, without the Shipper being entitled to claim any damage on such grounds.



CHAPTER 6 STIPULATIONS REGARDING INTERCONNECTION SYSTEMS, AND GAS CHARACTERISTICS AND PRESSURE

Clause 21 Stipulations regarding interconnection systems

- A. GRTgaz shall establish, operate and maintain the interconnection systems related to the Transport Storage Interface Points on the basis of the Interconnection Agreements entered into with the storage Operator.
- B. GRTgaz shall establish, operate and maintain the interconnection systems related to the Network Interconnection Points on the basis of the Interconnection Agreements entered into with the Operator of the adjacent network.
- C. Delivery by GRTgaz depends on the existence of an Interconnection Agreement with the relevant Operator. The obligations of GRTgaz specified in an Interconnection Agreement are exclusively to the benefit of the Operator concerned, and do not give any rights whatsoever to the Shipper.
GRTgaz shall be released from its delivery obligations under the terms of the Contract at any Transport Storage Interface Point and at any Network Interconnection Point in the event that the Interconnection Agreement in respect of the said Delivery Point is not concluded, is suspended or is terminated, or the Operator concerned fails to fulfil its obligations under the terms of the said Interconnection Agreement.

In the situations referred to in the preceding paragraph, the shipper's payment obligations under this Contract shall be reduced in accordance with the Sub-clause entitled "Force Majeure for GRTGaz" in Section A.

Clause 22 Gas characteristics and pressure

22.1 At Entry Points

The Gas made available by the Shipper at each Entry Point must comply with the specifications, including the pressure conditions, defined in Appendix A4 to Section A for the relevant Entry Point. If, on a given Day, the Shipper makes available to GRTgaz, at any Entry Point, quantities of Gas which do not comply with the specifications stipulated in the Contract, GRTgaz shall have the right to accept or refuse to take off the said quantities.

As soon as GRTgaz, acting as Prudent and Reasonable Operator, is informed of delivery by the Shipper at the Entry Point of quantities of Gas that do not comply with the specifications defined in the first paragraph of this Sub-clause 22.1, it shall inform the Shipper thereof, and shall state whether it accepts or refuses to take off the said quantities.



If quantities of Gas that fail to comply with the specifications stipulated in the Contract have been taken off by GRTgaz acting as a Prudent and Reasonable Operator, without having been expressly accepted as such by GRTgaz in accordance with the paragraph above, the Shipper shall reimburse GRTgaz for all charges and financial consequences incurred due to this non-compliance, and particularly the penalties, compensation or other indemnities of any kind which it may be called upon to pay third parties, and the related costs incurred, as applicable, in order to bring the Gas into conformity with the specifications stipulated in the Contract, within the maximum limits referred in the Clause entitled “Liability” in Section A.

If quantities of Gas that fail to comply with the specifications stipulated in the Contract have been taken off by GRTgaz once accepted as such by GRTgaz, GRTgaz shall waive all rights to claim any indemnities whatever from the Shipper in respect thereof.

22.2 At Transport Storage Interface Points and Network Interconnection Points

The obligations of GRTgaz with regard to the characteristics and pressure of the Gas delivered at a Transport Storage Interface Point or at a Network Interconnection Point are defined by the Interconnection Agreement for that point.

The obligations of GRTgaz concerning the characteristics and the pressure of the Gas shall be stipulated exclusively to the benefit of the Operator under the Interconnection Agreement, and shall grant no rights of any kind to the Shipper.

GRTgaz holds the Shipper harmless from any legal action initiated by an Operator resulting from a proven failure by GRTgaz to comply with its obligations under the terms of the Interconnection Agreement relating to the said Operator.