

**COMMITMENTS FORMALLY OFFERED BY GDF SUEZ, GRTGAZ AND ELENGY
IN THE FRAMEWORK OF CASE COMP/B-1/39.316****NON CONFIDENTIAL VERSION****INTRODUCTION**

In accordance with Article 9 of Council Regulation (EC) No. 1/2003 (“**Regulation No. 1/2003**”), GDF Suez, GRTgaz and Elengy offer the following commitments (the “**Commitments**”) to the European Commission (the “**Commission**”) with a view to remedying the competition concerns identified by the Commission in its letter opening a formal procedure of 16 May 2008 (the “**Opening Letter**”) and its preliminary assessment of 22 June 2009 (the “**Preliminary Assessment**”) in the context of its investigation in case COMP/B-1/39.316, and which are able to constitute infringements under Articles 81 and/or 82 of the EC Treaty and Articles 53 and/or 54 of the Agreement on the European Economic Area (the “**EEA Agreement**”), and thus enabling the Commission to adopt a decision confirming that the Commitments meet its concerns (the “**Decision**”).

Consistent with Article 9 of Regulation No. 1/2003, the Commitments may not be interpreted as an acknowledgement by GDF Suez, GRTgaz or Elengy that they have infringed competition rules.

GDF Suez, GRTgaz and Elengy act on the assumption that, by accepting these Commitments, the Commission will confirm that there are no longer grounds for action by the Commission, without concluding whether or not there has been or still is an infringement under Articles 81 and/or 82 of the EC Treaty and 53 and/or 54 of the EEA Agreement.

This text shall be interpreted in the light of the Opening Letter, the Preliminary Assessment and the Decision, in the general framework of Community law, and in particular in the light of Articles 81 and 82 of the EC Treaty and Regulation No. 1/2003.

1. DEFINITIONS

For the purpose of the Commitments, the terms listed below shall have the following meaning:

Tradable Capacity: total existing and future capacity of gas transport and LNG regasification put on sale by the gas transmission system operators (in particular GRTgaz) and LNG terminal operators (in particular Elengy and STMFC) in France.

Firm Capacity: uninterruptible existing and future capacity that the gas transmission system operators (in particular GRTgaz) and LNG terminal operators (in particular Elengy and STMFC) are able to guarantee the use of at all times for the entire duration of the subscription, in normal operating conditions.

Short Term (ST) Firm Capacity: (1) existing and future firm capacity able to be booked by shippers on the gas transmission network with a notice period of less than or equal to 6 months and for a period of less than or equal to one year, and (2) existing and future firm capacity able to be booked by shippers on the LNG terminals for a period that is strictly less than one year.

Long Term (LT) Firm Capacity: (1) existing and future firm capacity able to be booked by shippers on the gas transmission network with a notice period of more than 6 months, or in the form of a response to an *open season*, and for a period greater than or equal to one year and (2) existing and future firm capacity able to be booked by shippers on the LNG terminals for a period that is greater than or equal to one year.

Interruptible Capacity: existing or future capacity that the gas transmission system operators (in particular GRTgaz) are unable to guarantee the use of at any time for the entire duration of the subscription.

Returnable Capacity: as defined by the CRE, firm capacity that the shipper undertakes to return at any time to the transmission network operator on its request.

CRE: Commission de Régulation de l'Énergie.

Effective date: the date on which GDF Suez, GRTgaz and Elengy are formally notified by the Commission of the Decision adopted in accordance with Article 9 of Regulation No. 1/2003 and making the Commitments binding.

Electrabel SA: limited liability company under Belgian law with a capital of 3,272,721,779.04 euros, with registered office at 8 boulevard du Régent, 1000 Brussels, registered with the Companies Register under No. 0403.170.701. 100% held by GDF Suez, Electrabel primarily operates in the generation of electricity, the supply of electricity and gas in Belgium, and energy trading.

Elengy: limited liability company with a capital of 101,074,900 euros, with registered office at 23 rue Philibert Delorme, 75017 Paris, registered with the Register of Commerce and Companies of Paris under No. B 451 438 782. 100% held by GDF Suez, Elengy is responsible for the operation and development of the LNG terminals of the group in France.

H-Gas: high calorific value gas.

L-Gas: low calorific value gas.

Gaselys SAS: simplified company limited by shares with a capital of 19,000,000 euros, with registered office at 2-6 rue Curnonsky, 75017 Paris, registered with the Register of Commerce and Companies of Paris under No. B 437 982 937. 51% held by GDF Suez and 49% by Société Générale, Gaselys primarily operates in the trading of gas and electricity in Europe, risk management, and the optimisation of assets.

GDF Suez SA: limited liability company with a capital of 2,193,643,820 euros, with registered office at 16-26 rue du Docteur Lancereaux, 75008 Paris, registered with the Register of Commerce and Companies of Paris under No. 542 107 651.

GDF Suez: GDF Suez SA and every current or future subsidiary and sub-subsidiary exclusively or jointly controlled within the meaning of Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings (i.e. including Electrabel and Gaselys on the Effective date), to the exclusion of the operators of gas infrastructures (in particular GRTgaz, Storengy, Elengy and STMFC).

LNG: liquefied natural gas.

GRTgaz: limited liability company with a capital of 500,000,000 euros, with registered office at 2 rue Curnonsky, 75017 Paris, registered with the Register of Commerce and Companies of Paris under No. B 440 117 620. Subsidiary 100% held by GDF Suez, GRTgaz is responsible for the operation of the natural gas transmission network of the group in France.

North-South Link: link between the North and South Zones of the GRTgaz network.

Trustee: the natural or legal person(s) independent from GDF Suez SA and every current or future subsidiary and sub-subsidiary exclusively or jointly controlled within the meaning of Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings, approved by the Commission and appointed by GDF Suez and who is (are) responsible for monitoring that GDF Suez, GRTgaz and Elengy implement and respect the Commitments accepted by the Decision.

Primary market: the market for capacity traded directly by an operator of a transmission network or LNG terminal.

Secondary market: the market for capacity that is not traded on the Primary market.

Public Service Obligations: Community obligations (Directive No. 2004/67/EC of 26 April 2004 concerning measures to safeguard security of natural gas supply) and national obligations (Act No. 2003-8 of 3 January 2003 on gas and electricity markets and public energy utilities and decree No. 2004-251 of 19 March 2004 on public service obligations in the gas sector) imposed on gas suppliers in France to cover climatic uncertainties and the risks of interruptions to the supply, aimed to ensure the continuity of supply of natural gas to their customers.

Gas entry points: existing or future H-Gas entry points (excluding LNG) in France into the networks, in particular of GRTgaz and TIGF. On the Effective date, the existing entry points concerned are as follows: Obergailbach, Dunkirk, Taisnières H and Spain-France.

LNG entry points: existing or future LNG entry points in France. On the Effective date, the existing entry points are as follows: Montoir de Bretagne, Fos Tonkin and Fos Cavaou.

Slot: window for unloading LNG.

Subletting of capacity: contract by which a gas shipper transfers to another shipper the right to use the gas transport or regasification capacity that he has subscribed to, while remaining bound by the obligations arising from its contract to access the transmission network or LNG terminal concerned.

STMFC: Société du Terminal Méthanier de Fos Cavaou (simplified company limited by shares with a capital of 44,506,550 euros, with registered office at 2 rue Curnonsky, 75017 Paris, registered with the Register of Commerce and Companies of Paris under No. B 440 117 653). 70.2% held by Elengy and 29.8% by TGEHF, STMFC is responsible for the construction project of the Fos Cavaou LNG terminal and the commercialisation of the services supplied by the terminal.

TGEHF: Total Gaz Electricité Holding France, a simplified company limited by shares with a capital of 72,000,000 euros, with registered office at 2 place de la Coupole, 92400 Courbevoie, registered with the Register of Commerce and Companies of Nanterre under No. 402 975 825 and 100% held by the Total group.

TIGF: limited liability company with a share capital of 17,579,088 euros, with registered office at 49 avenue Dufau, 64010 Pau, registered with the Register of Commerce and Companies of Pau under No. 095 580 841. 100% held by the Total group, TIGF is in particular currently responsible for the operation of a natural gas transmission network in the Southwest balancing zone of France.

North Zone: North balancing zone of the GRTgaz transmission network.

South Zone: South balancing zone of the GRTgaz transmission network and Southwest balancing zone of the TIGF transmission network.

2. COMMITMENT RELATING TO H-GAS

GDF Suez undertakes to limit its subscriptions of H-Gas Long Term Firm Entry Capacity to a proportion below 50% of the total H-Gas Long Term Firm Entry Capacity (i) in the North Zone, (ii) in the South Zone and (iii) over the entire French continental territory, according to the conditions and deadlines detailed hereinafter.

2.1 Transfer of Long Term Firm Capacity by GDF Suez as of 1 October 2010

GDF Suez undertakes to transfer Long Term Firm Capacity in the favour of third-party shippers, as of 1 October 2010 and for the duration of the GDF Suez subscriptions left to run on the Effective date, under the conditions described hereinafter.

2.1.1 In the North Zone and upstream from it

2.1.1.1 On the Gas entry points

On the Obergailbach entry point of the GRTgaz network: 80 GWh/d as of 1 October 2010 and for the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 30 September 2027, broken down in two categories:

- 30 GWh/d giving third-party shippers the right to obtain an equivalent capacity upstream from the Obergailbach entry point on « route 1 » as defined in point 2.1.1.2 below ; and

- 50 GWh/d giving third-party shippers the right to obtain an equivalent capacity upstream from the Obergailbach entry point on « route 2 » as defined in point 2.1.1.2 below.

Third party shippers who wish to obtain capacity only on the Obergailbach entry point without asking capacity upstream of this point shall indistinctly ask for the one and/or the other of the abovementioned categories.

- On the Taisnières H entry point of the GRTgaz network: 10 GWh/d as of 1 October 2010 and for the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 30 September 2026.
- On the Dunkirk entry point of the GRTgaz network: 32 GWh/d as of 1 October 2010 and for the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 30 September 2026, subject to the conclusion by GDF Suez of an agreement [CONFIDENTIAL], at the latest two months after the Effective date.

2.1.1.2 Upstream from the North Zone

- Upstream from the Obergailbach entry point of the GRTgaz network: up to 80 GWh/d according to the demand of third-party shippers, as of 1 October 2010 and, broken down as follows:
 - up to 30 GWh/d on the Waidhaus entry point and on the Medelsheim exit point located on German territory (“route 1”), until 30 September 2027 at the latest, and
 - up to 50 GWh/d on the Medelsheim exit point from the Net Connect Germany marketplace located on German territory (“route 2”), until 30 September 2027 at the latest.
- Upstream from the Taisnières H entry point of the GRTgaz network: up to 10 GWh/d according to the demand of third-party shippers as of 1 October 2010:
 - on the Zeebrugge IZT entry point and on the Blaregnies exit point located on Belgian territory, until 30 September 2025 at the latest, or
 - on the Zeebrugge IZT entry point and on the Blaregnies exit point located on Belgian territory, until 30 September 2025 at the latest, on the one part, and on the Interconnector gas pipeline at the “NBP exit” entry point and at the “Zeebrugge IZT” exit point, located on British and Belgian territories respectively, until 30 September 2018 at the latest, on the other part.

2.1.1.3 LNG entry points

- On the Montoir de Bretagne LNG terminal:

- 1 Gm³/year (i.e. the equivalent of around 12 Slots distributed regularly over the year) as of 1 October 2010 and for the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 31 December 2035.

- In the absence of conclusion of the agreement set out in point 2.1.1.1, at the latest two months after the Effective date: 1 Gm³/an (i.e. the equivalent of around 12 Slots distributed regularly over the year) as of 1 October 2011 and for the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 31 December 2035. In this event, the 2 Gm³/an will be trade simultaneously pursuant to the conditions described hereinafter.

2.1.2 In the South Zone

- On the Fos Cavaou LNG terminal:

2.175 Gm³/year traded simultaneously and made available as of 1 January 2011 in the following way:

- 2 Gm³/year (i.e. the equivalent of two distinct batches of around 12 Slots distributed regularly over the year) for a period equal to the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 20 years after the date of the commercial commissioning of the terminal.
- 0.175 Gm³/year (i.e. the equivalent of around 2 Slots) for as long as the supply of the capacity allocated under the decision of the CRE of 16 May 2007¹ remains less than 1 Gm³/year, and within the limit of the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 20 years after the date of the commercial commissioning of the terminal.

2.1.3 Conditions for the transfer of Long Term Firm Capacity by GDF Suez as of 1 October 2010

2.1.3.1 Capacity transferred at the Gas entry points and upstream from them

GRTgaz and GDF Suez will commercialise the Long Term Firm Capacity covered by the Commitment set out in points 2.1.1.1 and 2.1.1.2 above within a period of 3 months of the Effective date, for the new subscriptions taking effect on 1 October 2010.

The allocation by GRTgaz of the capacity covered by the Commitment set out in point 2.1.1.1. above will be concomitant with the notification by GRTgaz of the distribution of the capacity covered by the Commitment set out in point 2.1.1.2. above.

2.1.3.1.1 Capacity transferred at the Gas entry points of the GRTgaz network

¹ Decision of the CRE of 16 May 2007 on the allocation of short term capacity on the Fos Cavaou LNG terminal. JORF No. 134 of 12 June 2007.

GRTgaz will commercialise the Long Term Firm Capacity covered by the Commitment set out in point 2.1.1.1 above, under the applicable contractual and pricing conditions as published on the GRTgaz Internet website.

In accordance with Article 7 III of Act No. 2003-8 of 3 January 2003 on gas and electricity markets and public energy utilities and Article 37-1 of Act No. 2000-108 of 10 February 2000 on the modernisation and development of public electricity utilities, GRTgaz will inform the CRE of its trading procedure for the Long Term Firm Capacity covered by the Commitment set out in point 2.1.1.1 above. This communication will take place 1 month at the latest after the Effective date, and will be presented for discussion beforehand to the market players in the consultative body set up by the decision of the CRE of 18 September 2008². The said procedure, transparent and non-discriminatory, will in particular incorporate criteria that take account of the duration of the subscriptions and will present a method for distributing the capacity covered by the Commitment 2.1.1.2 above in accordance with the conditions described in 2.1.3.1.2 below.

2.1.3.1.2 Capacity transferred upstream from the Gas entry points of the GRTgaz network

The shippers who want to obtain capacity upstream from the entry points of the GRTgaz network covered by the Commitment set out in point 2.1.1.2 above shall present a request to GRTgaz to this end, concomitantly with that formulated for the capacity at the entry points of the GRTgaz network covered by the Commitment set out in point 2.1.1.1 above.

GRTgaz will notify the distribution of the capacity upstream from the entry points of its network to the third-party shippers who have obtained capacity at the entry points of the GRTgaz network.

In any case, the upstream capacity allocated to a shipper may not exceed, (i) both in duration and volume, the downstream capacity allocated to the same shippers at the entry points of the GRTgaz network, and (ii) the duration of the GDF Suez bookings left to run for this upstream capacity on the Effective date.

GDF Suez will transfer or Sublet the Long Term Firm Capacity covered by the Commitment set out in point 2.1.1.2 above to the third-party shippers concerned, within a maximum period of 1 month starting from the allocation of the capacity transferred at the Gas entry points by GRTgaz, in accordance with the conditions stipulated below.

- Capacity transferred upstream from the Obergailbach entry point of the GRTgaz network

GDF Suez will transfer, on the Secondary market, Long Term Firm Capacity on “route 1” and/or “route 2”, as covered by the Commitment set out in point 2.1.1.2 above.

² Deliberation of the CRE of 18 September 2008 on the creation of a consultative body for the rules of transport over the gas transmission networks.

This transfer will be done in the favour of third-party shippers who will be allocated capacity by GRTgaz on the Obergailbach entry point of the GRTgaz network, giving the right to obtain Long Term Firm Capacity on “route 1” and/or “route 2”, as covered by the Commitment set out in point 2.1.1.1 above. This transfer will be a maximum of the level and duration of the capacity allocated by GRTgaz at the Obergailbach entry point, which will start on 1 October 2010 and within the limit of the duration of the GDF Suez bookings left to run on the Effective date (i.e. until 30 September 2027).

- Capacity transferred upstream from the Taisnières H entry point of the GRTgaz network

Subject to the prior agreement of the gas transmission system operators concerned (Fluxys and Interconnector), GDF Suez will transfer, on the Secondary market, Long Term Firm Capacity (i) on the Zeebrugge IZT entry point and on the Blaregnies exit point located on Belgian territory, and (ii) on the Interconnector gas pipeline at the “NBP exit” entry point and the “Zeebrugge IZT” exit point, located on British and Belgian territories respectively, as covered by the Commitment set out in point 2.1.1.2 above.

This transfer will be done in the favour of the shippers who will be allocated the capacity by GRTgaz on the Taisnières H entry point of the GRTgaz network, as covered by the Commitment set out in point 2.1.1.1 above. This transfer will be a maximum of the level and the duration of the capacity allocated by GRTgaz at the Taisnières H entry point that will start on 1 October 2010, and within the limit of the duration of the GDF Suez subscriptions left to run on the Effective date (i.e. until 30 September 2018 for the Interconnector and until 30 September 2025 for Zeebrugge). These shippers may ask GRTgaz that they are allocated capacity either only on the Zeebrugge IZT entry point and the Blaregnies exit point, or on the Zeebrugge IZT entry point and on the Blaregnies exit point, on the one part, and on the Interconnector gas pipeline at the “NBP exit” entry point and at the “Zeebrugge IZT” exit point, on the other part.

In the absence of a prior agreement of the gas transmission system operators concerned (Fluxys and Interconnector), GDF Suez will Sublet, on the Secondary market, Long Term Firm Capacity (i) on the Zeebrugge IZT entry point and on the Blaregnies exit point located on Belgian territory, and (ii) on the Interconnector pipeline at the “NBP exit” entry point and at the “Zeebrugge IZT” exit point.

This Sublet will be done in the favour of the shippers who are allocated capacity by GRTgaz on the Taisnières H entry point of the GRTgaz network, as covered by the Commitment set out in point 2.1.1.1 above, according to identical conditions to those described above for the transfer, on the Secondary market, of Long Term Firm Capacity upstream from the Taisnières H entry point.

- In the event of Long Term Firm Capacity being Sublet upstream from the Taisnières H entry point of the GRTgaz network in accordance with point 2.1.1.2 above:

- The price for Subletting the said capacity will be equivalent to the applicable rate on the Primary market for Long Term Firm Capacity on the gas infrastructure concerned, during the performance of the Subletting contract.
 - GDF Suez will guarantee the confidentiality and non-discriminatory treatment of the nominations made by third-party shippers who have sublet the said capacity.
 - In particular, GDF Suez will guarantee that in the event of any reductions of its capacity on the gas pipelines upstream from Taisnières H, they will be passed on to the third-party shippers who have sublet capacity on this infrastructure from GDF Suez in proportion to their respective subscriptions.
- The transfer by GDF Suez, on the Secondary market, of Long Term Firm Capacity upstream from the Obergailbach and Taisnières H entry points of the GRTgaz network, in accordance with point 2.1.1.2 above, will be free of charge.

2.1.3.2 Capacity transferred on the LNG terminals

2.1.3.2.1 Capacity transferred on the Montoir de Bretagne LNG terminal

Elengy will commercialise the Long Term Firm Capacity covered by the Commitment set out in point 2.1.1.3. above, under the applicable contractual and pricing conditions as published on the Elengy Internet website, within a period of 3 months starting from the Effective date, for new subscriptions taking effect as of 1 October 2010.

In accordance with Article 7 III of Act No. 2003-8 of 3 January 2003 on gas and electricity markets and public energy utilities and Article 37-1 of Act No. 2000-108 of 10 February 2000 on the modernisation and development of public electricity utilities, Elengy shall inform the CRE of its procedure for the trading of the capacity covered by the Commitment set out in point 2.1.1.3. above. This communication shall take place 1 month after the Effective date at the latest, and will be presented beforehand to the market players in the presence of the CRE. The said transparent and non-discriminatory procedure will in particular incorporate criteria that favour the longest offers of subscriptions.

2.1.3.2.2 Capacity transferred on the Fos Cavaou terminal

(a) With regard to the transfer of 2 distinct batches of 1 Gm³/year as of 1 January 2011

GDF Suez will endeavour to obtain from Total (TGEHF) and STMFC a written confirmation of their agreement to GDF Suez making capacity available again to STMFC, in accordance with the Commitment set out in point 2.1.2. above.

If Total (TGEHF) and STMFC confirm their agreement, the Commitment set out in point 2.1.2. above concerning the transfer of capacity on the Fos Cavaou LNG terminal by GDF Suez will be implemented by this capacity being traded with third-party shippers by STMFC on the Primary market (**Scenario 1**). In addition, GDF Suez undertakes to expressly

renounce, vis-à-vis STMFC, all rights attached to the booking of the capacity made available again to this last-mentioned.

In the absence of the agreement of Total (TGEHF) and/or STMFC on [CONFIDENTIAL] concerning GDF Suez making capacity on the Fos Cavaou LNG terminal available to STMFC, the Commitment set out in point 2.1.2. above will take the form of a Sublet of this capacity by GDF Suez to third-party shippers on the Secondary market. In this scenario, upon expiry of its contract relating to the subscription of capacity from STMFC, GDF Suez undertakes not to implement the tacit extension clause provided by the said contract for the capacity offered for Sublet by virtue of the present Commitments (**Scenario 2**).

The conditions for the transfer of capacity on the Fos Cavaou LNG terminal in Scenarios 1 and 2 defined above are as follows.

- ***Scenario 1: transfer of capacity on the Primary market***

STMFC will commercialise the Long Term Firm Capacity covered by the Commitment set out in point 2.1.2 above, within a period of a minimum of 3 months and a maximum of 6 months starting from the Effective date, for new subscriptions taking effect as of 1 January 2011, under the applicable contractual and pricing conditions as published on the STMFC Internet website.

In accordance with Article 7 III of Act No. 2003-8 of 3 January 2003 on gas and electricity markets and public energy utilities and Article 37-1 of Act No. 2000-108 of 10 February 2000 on the modernisation and development of public electricity utilities, STMFC will inform the CRE of its procedure for the transfer of capacity, as covered by the Commitment set out in point 2.1.2. above. This communication will take place at the latest on 1 February 2010 and will be presented beforehand to the market players in the presence of the CRE. The said transparent and non-discriminatory procedure will in particular incorporate criteria to favour the longest subscription offers.

- ***Scenario 2: Sublet of capacity on the Secondary market***

Under the supervision of the Trustee and in collaboration with the CRE, GDF Suez will Sublet, on the Secondary market, 2 distinct batches of 1 Gm³/year, as covered by the Commitment set out in point 2.1.2 above, within a period of a minimum of 3 months and a maximum of 6 months starting from the Effective date, and for Sublets taking effect from 1 January 2011 according to a transparent and non-discriminatory procedure. The precise rules for the trading of these two batches of 1 Gm³/year will be presented beforehand to the market players at a meeting to which the CRE has been invited.

The duration of the capacity to be sublet will be equal to the duration of the GDF Suez subscriptions left to run on the Effective date, i.e. until 20 years after the date of the commercial commissioning of the terminal.

The price of the Sublet will be equivalent to the applicable regulated price on the Primary market for the Long Term Firm Capacity on the Fos Cavaou LNG terminal, during the performance of the Subletting contract.

GDF Suez will guarantee the confidentiality and non-discriminatory treatment of the nominations made by third-party shippers who have sublet capacity on the Fos Cavaou LNG terminal covered by the Commitment set out in point 2.1.2. In particular, GDF Suez will guarantee that in the event of any reductions of its capacity on the Fos Cavaou LNG terminal, they will be passed on to the third-party shippers who have sublet capacity on this terminal from GDF Suez in proportion to their respective subscriptions.

Qualification criteria

The procedure will be open to third-party shippers who satisfy the following criteria: (i) undertaking to request one or two batch(es) of 1 Gm³/year, and (ii) deposition of offers whose duration relates to a multiple of calendar years, and (iii) provision of a guarantee of payment similar to that described in paragraph 11.1 of the General Conditions of the Contract for Access to the Fos Cavaou LNG terminal³.

Selection criteria

For each batch, GDF Suez will select as a priority the shippers who: (i) submit an offer for the entire period concerned, and (ii) do not already hold firm capacity on the Fos Cavaou LNG terminal, subscribed for a duration of more than 3 years, and (iii) will be holders, on the day of their binding request for capacity, of a supply authorisation enabling the supply of gas to domestic customers, non-domestic customers or industrial customers in France, and (iv) provide proof, on the day of their binding request for capacity, that they hold one or more LNG supply contract(s) or, in the absence of this, the signature of a legally binding *Memorandum Of Understanding*, if need be attached to suspensive conditions, aiming at the conclusion of such a contract.

The Trustee will verify the observance of selection criterion (iv) above and inform GDF Suez of the shippers who satisfy it.

In the event of several shippers submitting a binding request that satisfy the selection criteria (i) to (iv) above, lots will be drawn in order to choose a single shipper for each batch. The shipper, including its affiliated companies, who was drawn for the allocation of the first batch will be excluded from the draw for the allocation of the second batch.

In the event of no shipper submitting a binding request that satisfies the selection criteria (i) above, and with several shippers having submitted a binding request that satisfy the selection criteria (ii), (iii) and (iv) above, GDF Suez will then choose the two best requests in terms of duration. The two batches may not, however, be allocated to one and the same shipper, including its affiliated companies.

In the scenario where no shipper has submitted a binding request that satisfies the selection criteria (i) above and where no shipper has submitted a binding request that satisfies the

³ Available on the Internet website: http://www.cavaou-gnl.com/sicsFront/FosCavaou/fr/OFFRES_COMMERCIALES/TELECHARGEMENTS/telechargements.html

selection criteria (ii), (iii) and (iv) above, GDF Suez will then choose the two best requests in terms of duration that at least satisfy one of the criteria (ii), (iii) or (iv) above. The two batches may not, however, be allocated to one and the same shipper, including its affiliated companies, unless only one shipper submits a binding request.

In the event of the above criteria not enabling the allocation of all of the capacity on offer, or a decision to be made between the binding requests submitted by several shippers, lots will be drawn to choose a single shipper for each remaining batch. The shipper, including its affiliated companies, who has been drawn for the allocation of the first batch will be excluded from the draw for the allocation of the second batch. In the event of the shippers not committing themselves to the entire duration under consideration or to all of the capacity on offer, the remaining capacity will be offered again, at least once per year, for Subletting for the remaining period, in accordance with the above-mentioned Subletting procedure.

The Trustee will give the Commission a specific confidential written report on the Subletting of the Long Term Firm Capacity covered by the Commitment set out in point 2.1.2 above, within a maximum period of two months of the end of each trading phase of the sublet capacities. In parallel, and within the same period, the Trustee will send non-confidential versions of this report to GDF Suez and to the CRE.

(b) *With regard to the transfer of 0.175 Gm³/year as of 1 January 2011*

GDF Suez will offer for Subletting on the Secondary market 0.175 Gm³/year (i.e. the equivalent of around 2 Slots per year) of capacity on the Fos Cavaou LNG terminal between 1 January 2011 and the expiry of the first trading period for the capacity covered by the decision of the CRE of 16 May 2007⁴. This Subletting will, as a priority, be in the favour of the shippers who have subscribed to capacity on the Fos Cavaou LNG terminal under the decision of the CRE of 16 May 2007. In the event of these shippers not wanting to subscribe to all of the capacity on offer, the remaining capacity will be allocated, until the expiry of the first trading period for the capacity covered by the decision of the CRE of 16 May 2007, according to the procedure and conditions given above for the transfer of two batches of 1 Gm³/year on the Secondary market (point (a), scenario 2 above).

Prior to the expiry of the first trading period for the capacity covered by the decision of the CRE of 16 May 2007 in the Fos Cavaou LNG terminal, GDF Suez will endeavour to obtain from Total (TGEHF) and STMFC a written confirmation of their agreement to GDF Suez making 0.175 Gm³/year available again to STMFC, in accordance with the Commitment set out in point 2.1.2 above. If Total (TGEHF) and STMFC confirm their agreement, the transfer of 0.175 Gm³/year on the Fos Cavaou terminal by GDF Suez will be implemented by STMFC trading this capacity with third-party shippers on the Primary market, simultaneous to the trading of the capacity covered by the decision of the CRE of 16 May 2007 and according to the same conditions.

⁴ Decision of the CRE of 16 May 2007 on the allocation of short term capacity on the Fos Cavaou LNG terminal. JORF No. 134 of 12 June 2007.

In the absence of the agreement of Total (TGEHF) and/or STMFC to GDF Suez making 0.175 Gm³/year available to STMFC at least 12 months before expiry of the first trading period for the capacity covered by the decision of the CRE of 16 May, GDF Suez undertakes to continue the offer to Sublet, on the Secondary market, 0.175 Gm³/year of capacity on the terminal, as a priority to the purchaser (or purchasers) of the capacity covered by the decision of the CRE of 16 May 2007 in the subsequent trading periods, as long as the supply of this capacity remains less than 1 Gm³/year (i.e. in total the equivalent of around 12 Slots distributed regularly over the year). In the event of this purchaser (or these purchasers) not wanting to subscribe to all of the capacity on offer, the remaining capacity will be allocated, until the expiry of each subsequent trading period, according to the procedure and conditions given above for the transfer of the two batches of 1 Gm³/year on the Secondary market (point (a), scenario 2 above).

2.1.3.3 Booking of capacity, other than Long Term Firm Capacity, by GDF Suez

The Commitment given in points 2.1.1 and 2.1.2 above does not under any circumstances prevent GDF Suez from booking Long Term Interruptible Capacity and/or Short Term Interruptible and/or Firm Capacity on these Gas entry points and LNG terminals.

2.2 Limitation of the subscriptions of GDF Suez to a proportion below 50% of the H-Gas Long Term Firm Entry Capacity as of 1 October 2014

2.2.1 Principle of limitation of the subscriptions of GDF Suez as of 1 October 2014

GDF Suez undertakes, under the conditions given hereinafter, to limit its subscriptions of H-Gas Long Term Firm Entry Capacity for each year to a proportion below 50% of the total H-Gas Long Term Firm Entry Capacity:

- In the North Zone as of 1 October 2014, according to the following formula:

$$\frac{B^{Dunkirk} + B^{Obergailbach} + B^{Taisnières H} + B^{Montoir} + B^{New North} + (DCQ_{max} LT^{North})}{C^{Dunkirk} + C^{Obergailbach} + C^{Taisnières H} + C^{Montoir} + C^{New North}} < 50\%$$

- In the South Zone as of 1 October 2014, according to the following formula:

$$\frac{B^{North-South} + B^{Fos Cavaou} + B^{Fos Tonkin} + B^{Spain-France} + B^{New South} + (DCQ_{max} LT^{South})}{C^{North-South} + C^{Fos Cavaou} + C^{Fos Tonkin} + C^{Spain-France} + C^{New South}} < 50\%$$

- Over the entire French continental territory, as of 1 October 2014, according to the following formula:

$$\frac{B^{\text{Dunkirk}} + B^{\text{Obergailbach}} + B^{\text{Taisnières H}} + B^{\text{Montoir}} + B^{\text{New North}} + (\text{DCQmax LT}^{\text{North}}) + B^{\text{Fos Cavaou}} + B^{\text{Fos Tonkin}} + B^{\text{Spain-France}} + B^{\text{New South}} + (\text{DCQmax LT}^{\text{South}})}{C^{\text{Dunkirk}} + C^{\text{Obergailbach}} + C^{\text{Taisnières H}} + C^{\text{Montoir}} + C^{\text{New North}} + C^{\text{Fos Cavaou}} + C^{\text{Fos Tonkin}} + C^{\text{Spain-France}} + C^{\text{New South}}} < 50\%$$

The terms in the above formulae have the following definitions and will be expressed in GWh/d:

- **B^{Dunkirk}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at the Dunkirk entry point of the GRTgaz network.
- **B^{Spain-France}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at the entry points from Spain to France in Larrau and Biriadou (between the Enagas network and the TIGF network and/or the GRTgaz network).
- **B^{Fos Cavaou}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at the Fos Cavaou LNG terminal.
- **B^{Fos Tonkin}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at the Fos Tonkin LNG terminal.
- **B^{Montoir}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at the Montoir de Bretagne LNG terminal.
- **B^{North-South}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez on the link from the North Zone to the South Zone of the GRTgaz network.
- **B^{New North}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at any other new entry point to the North Zone. A new link with the gas network of a country other than France or a link with a new LNG terminal on French continental territory is considered to be a new entry point.
- **B^{New South}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at any other new entry point to the South Zone. A new link with the gas network of a country other than France or a link with a new LNG terminal on French continental territory is considered to be a new entry point.
- **B^{Obergailbach}**: Long Term Firm Capacity subscribed by (or allocated to) GDF Suez at the Obergailbach entry point of the GRTgaz network.
- **B^{Taisnières H}**: Long Term Firm Capacity subscribed by (or allocated to) par GDF Suez at the Taisnières H entry point of the GRTgaz network.

- **C^{Dunkirk}**: Tradable Long Term Firm Capacity at the Dunkirk entry point of the GRTgaz network.
- **C^{Spain-France}**: Tradable Long Term Firm Capacity at the entry points from Spain to France at Larrau and Biriadou between the Enagas network and the TIGF network and/or the GRTgaz network.
- **C^{Fos Cavaou}**: Tradable Long Term Firm Capacity at the Fos Cavaou LNG terminal.
- **C^{Fos Tonkin}**: the sum of all the Long Term Firm Capacity subscribed by (or allocated to) all the shippers at the Fos Tonkin LNG terminal, in particular further to the realisation of investments consecutive to any *open season* organised by Elengy at Fos Tonkin.
- **C^{Montoir}**: Tradable Long Term Firm Capacity at the Montoir de Bretagne LNG terminal.
- **C^{North-South}**: Tradable Long Term Firm Capacity on the link from the North Zone to the South Zone of the GRTgaz network.
- **C^{New North}**: Tradable Long Term Firm Capacity at every other new entry point to the North Zone. A new link with the gas network of a country other than France or a link with a new LNG terminal on French continental territory is considered to be a new entry point.
- **C^{New South}**: Tradable Long Term Firm Capacity at every other new entry point to the South Zone. A new link with the gas network of a country other than France or a link with a new LNG terminal on French continental territory is considered to be a new entry point;
- **C^{Obergailbach}**: Tradable Long Term Firm Capacity at the Obergailbach entry point of the GRTgaz network.
- **C^{Taisnières H}**: Tradable Long Term Firm Capacity at the Taisnières H entry point of the GRTgaz network.
- **DCQmax LT^{North}**: the sum of the maximum daily quantities⁵, as defined in the natural gas purchasing contracts by GDF Suez, of all the contracts in force that satisfy the following criteria: (1) a duration of more than 1 year, (2) one (or more) supply point(s) in the North Zone, (3) the first delivery made in the North Zone under the contract was after 30 September 2007.
- **DCQmax LT^{South}**: the sum of the maximum daily quantities⁶, as defined in the natural gas purchasing contracts by GDF Suez, of all the contracts in force that satisfy

⁵ For contracts with multiple delivery points, the maximum daily quantity for delivery in the North Zone will have to be taken into account.

⁶ For contracts with multiple delivery points, the maximum daily quantity for delivery in the South Zone will have to be taken into account.

the following criteria: (1) a duration of more than 1 year, (2) one (or more) supply point(s) in the South Zone, (3) the first delivery made in the South Zone under the contract was after 30 September 2007.

The Returnable Capacity is not included in the Long Term Firm Capacity subscribed by (or allocated to) GDF Suez, as defined for the needs of the formulae set out above (“B” terms or “booked”). The Returnable Capacity is, on the other hand, included in the Tradable Long Term Firm Capacity, as defined for the needs of these same formulae (“C” terms or “capacity”).

2.2.2 Implementation of the limitation of the subscriptions of GDF Suez as of 1 October 2014

The Commitment set out in point 2.2.1 above will be realised by the implementation of the following means:

- (i) The return of Long Term Firm Capacity, on the Gas entry points, on the LNG terminals and the interzone links in France, to the gas transmission system operators or LNG terminal operators concerned, with these last-mentioned undertaking to accept these returns, to enable the said Commitment to be satisfied, with them being responsible for trading the returned capacity with third-party shippers in a transparent and non-discriminatory way; and/or
- (ii) The transfer or, with regard to the Fos Cavaou LNG terminal, the Subletting of Long Term Firm Capacity to third-party shippers by GDF Suez on the Gas entry points, on the LNG terminals and the interzone links in France; and/or
- (iii) The transfer by mutual agreement to a shipper who has concluded a contract, for the duration of the performance of the Commitments, with GDF Suez for the transit of gas across France, of all or part of the Long Term Firm Capacity held by GDF Suez on the Gas entry points to enable the performance of the said contract; and/or
- (iv) The results of the investments made by the gas infrastructure operators enabling the creation of new Long Term Firm Capacity on the Gas entry points, the LNG terminals and the interzone links in France; and/or
- (v) In the event of a major change to the conditions for importing and/or transporting gas in France, all other similar means approved beforehand by the European Commission, with the stipulation that the absence of a response from the Commission within a period of three months after the deposition of a duly justified request by GDF Suez will be deemed a tacit approval.

GDF Suez, GRTgaz and/or Elengy undertake to offer to third-party shippers the capacity returned, transferred or sublet by GDF Suez as early as possible, and at the latest 10 months before the date on which they start to run.

The Commitment set out in point 2.2.1 above does not prevent under any circumstances:

- GDF Suez booking of Long Term Interruptible Capacity and/or Short Term Interruptible and/or Firm Capacity on these Gas entry points, LNG terminals and links;
- GDF Suez booking Long Term Firm Capacity, insofar the subscriptions by GDF Suez to Long Term Firm Capacity stay below 50% of the total Long Term Firm Capacity, in accordance with the Commitment set out in point 2.2.1 above.

2.3 Transitional period between 1 October 2010 and 30 September 2014

During the transitional period, the overall share of the subscriptions by GDF Suez of H-Gas Long Term Firm Entry Capacity in the total H-Gas Long Term Firm Entry Capacity will have to gradually decrease as of 1 October 2010, so that GDF Suez is able to achieve the objective set by the Commitment set out in point 2.2.1 above on 1 October 2014 at the latest.

The Commitment set out in point 2.2.1 above will be realised by the implementation of the following means during the transitional period between 1 October 2010 and 30 September 2014:

- (i) The return of Long Term Firm Capacity, on the Gas entry points, on the LNG terminals and the interzone links in France, for the entire duration of the GDF Suez subscriptions left to run on the date of the return on the entry point concerned, to the gas transmission system operators or LNG terminal operators concerned, with these last-mentioned undertaking to accept these returns, to enable the said Commitment to be satisfied, with them being responsible for trading the returned capacity with third-party shippers in a transparent and non-discriminatory way according to the conditions described in point 2.1.3 above as early as possible, and at the latest 10 months before the date on which they start to run. In addition, for the Obergailbach and Taisnières H entry points, this return may only be done subject to the availability to the third-party shippers of corresponding Long Term Firm Capacity upstream; and/or
- (ii) The Subletting of Long Term Firm Capacity on the Fos Cavaou LNG terminal by GDF Suez to third parties, according to the conditions set in point 2.1.3.2.2 above; and/or
- (iii) The transfer by mutual agreement to a shipper who has concluded a contract, on the Effective date, with GDF Suez for the transit of gas across France, of all or part of the Long Term Firm Capacity held by GDF Suez on the Gas entry points to enable the performance of the said contract; and/or
- (iv) The results of the investments made by the gas infrastructure operators enabling the creation of new Long Term Firm Capacity on the Gas entry points, the LNG terminals and the interzone links in France.

The gradual decrease of the overall share of the subscriptions by GDF Suez of H-Gas Long Term Firm Entry Capacity as of 1 October 2010, and until the realisation of the Commitment set out in point 2.2.1 above, does not under any circumstances prevent:

- GDF Suez booking Long Term Interruptible Capacity and/or Short Term Interruptible and/or Firm Capacity on these Gas entry points, LNG terminals and links;
- GDF Suez booking Long Term Firm Capacity, insofar the overall share of the subscriptions by GDF Suez of H-Gas Long Term Firm Entry Capacity gradually decreases between 1 October 2010 and the date of realisation of the Commitment set out in point 2.2.1 above.

3. COMMITMENT RELATING TO L-GAS

GDF Suez undertakes to continue the H-Gas for L-Gas swap service provided to GRTgaz under reasonable financial conditions, more or less identical to the applicable conditions on the Effective date, so that the latter can continue the regulated conservation service of H-Gas into L-Gas, which enables a shipper who has H-Gas to exchange it for L-Gas in order to supply customers served by L-Gas.

4. TRUSTEE RESPONSIBLE FOR MONITORING THE COMPLIANCE WITH THE COMMITMENTS

4.1 Procedure for appointing the Trustee

GDF Suez shall appoint a Trustee to carry out the functions specified in the Commitments.

The Trustee, who may be a natural or legal person, shall be independent of GDF Suez SA and every current or future subsidiary or sub-subsidiary controlled exclusively or jointly within the meaning of Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings, possess the necessary qualifications to carry out its mandate and neither have nor become exposed to a conflict of interests.

The Trustee may, insofar the extent of its role so justifies, be assisted to perform its duties under the Commitments. The rights and obligations of this assistant shall be governed by the mandate approved by the Commission.

GDF Suez shall be responsible for remunerating the Trustee, after agreement over the amount, for all the services provided during the performance of its functions. The system of remuneration for the Trustee shall not impede the good execution of its mandate or its independence.

4.1.1 Trustee proposed by GDF Suez

No later than one week after the Effective date, GDF shall submit to the Commission for its approval a list of one or more persons which it proposes to appoint as Trustee.

Each proposal shall contain sufficient information to enable the Commission to verify that each proposed Trustee satisfies the requirements set out in point 4.1 above and shall include

the terms of the proposed mandate, with all the provisions necessary to enable the Trustee to fulfil its duties under these Commitments.

4.1.2 Approval or rejection by the Commission

The Commission shall have the discretion to approve or reject the proposed Trustee and approve the proposed mandate. If only one name is approved, GDF Suez shall appoint or cause to be appointed, the person concerned as Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, GDF Suez shall be free to choose the Trustee to be appointed from among the names approved. The Trustee shall be appointed within one week of the Commission's approval, in accordance with the mandate approved by the Commission.

4.1.3 New proposal of Trustees by the Parties

If all the proposed Trustees are rejected, GDF Suez shall submit the names of at least two other persons within one week of being informed of the rejection by the Commission, in accordance with the requirements and procedure set out above.

4.1.4 Trustee nominated by the Commission

If, subsequently, all the Trustees proposed by GDF Suez are rejected by the Commission, the Commission shall nominate a Trustee, whom GDF Suez shall appoint, or cause to be appointed, in accordance with the Trustee mandate approved by the Commission.

4.2 Functions of the Trustee

The Trustee shall assume, in collaboration with the CRE and according to the conditions to be specified in the mandate approved by the Commission and mentioned in the previous paragraphs, its specified duties in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the request of the Trustee or GDF Suez, give any orders or instructions to the Trustee in order to ensure compliance with the Commitments.

The Trustee shall:

- (i) within a maximum period of three months of its appointment, propose in its first report to the Commission (of which a non-confidential version will be given to the CRE in parallel and within the same deadlines) a work plan describing how he intends to monitor compliance with the Commitments;
- (ii) monitor compliance with the Commitments by GDF Suez, GRTgaz and Elengy;
- (iii) if applicable, supervise the procedure for Subletting capacity at Fos Cavaou set out in point 2.1.3.2.2 above;
- (iv) if need be, propose to GDF Suez and to GRTgaz, Elengy and, if applicable, to STMFC the measures that he judges necessary to ensure compliance with the Commitments;

- (v) within a period of two months of the start of each half year, starting from the Effective date and for the Duration of the Commitments, provide the Commission with a half-yearly confidential written report and send, in parallel and within the same deadline, non-confidential versions of this report to GDF Suez, the CRE and GRTgaz, concerning the performance of the Commitments to make gas transport capacity available, and to Elengy and the CRE, concerning the performance of the Commitments to make regasification capacity available on the LNG terminals.

This report shall cover in particular:

- the state of progress of:
 - the transfer of Long Term Firm Capacity by GDF Suez;
 - the trading of the capacity by GDF Suez, GRTgaz, Elengy and, if applicable, STMFC;
 - the acquisition of this capacity by third-party shippers, in particular concerning the proportion of capacity transferred by GDF Suez and acquired by third-party shippers, as well as the duration of the capacity acquired by the third-party shippers;
- the compliance with the 50% threshold as of 1 October 2014, in accordance with the Commitment covered by point 2.2.1 above, for the year completed;
- the forecast, on an annual basis and for the period between the date of the report and 1 October 2024, of all the terms defined in 2.2.1 above, as well as the projected result of the formulae defined in 2.2.1 above, by using the best estimates provided by GDF Suez, GRTgaz, Elengy, STMFC and, if applicable, other gas infrastructure operators;
- the forecast provided in point 5.1 paragraph 3 below, on an annual basis and for the period between 1 October 2024 and 1 October 2029, of all the terms defined in 2.2.1 above, as well as the projected result of the formulae defined in 2.2.1 above, by using the best estimates provided by GDF Suez, GRTgaz, Elengy, STMFC and, if applicable, other gas infrastructure operators;
- the continuity of the H-Gas to L-Gas conversion service, in accordance with the Commitment set out in point 3 above.

The Trustee shall also provide the Commission with a specific confidential written report concerning any Subletting of the Long Term Firm Capacity covered by the Commitment set out in point 2.1.2 above, as provided in point 2.1.3.2.2 above, within a maximum period of two months starting from the end of each trading phase for the sublet capacity. The Trustee shall, in parallel and within the same period, provide GDF Suez and the CRE with non-confidential versions of this report.

In addition to these reports, the Trustee shall inform the Commission in writing and without delay if it considers that GDF Suez, GRTgaz and/or Elengy have failed to comply with the Commitments, and will send non-confidential versions of the documents provided to the

Commission, in parallel and within the same periods, to the CRE, GDF Suez and GRTgaz, concerning the performance of the Commitments to make gas transport capacity available, and to Elengy and, if applicable, STMFC concerning the performance of the Commitments to make regasification capacity available on the LNG terminals.

4.3 Duties and obligations of GDF Suez, GRTgaz and Elengy

GDF Suez, GRTgaz and Elengy, directly or through their advisors, shall provide the Trustee with all the assistance and information as the Trustee may reasonably require to perform its tasks.

The Trustee shall have full and complete access, during office opening hours, to the books, records and other administrative documents, management or other personnel, facilities, sites, and technical information of GDF Suez, GRTgaz and Elengy necessary for fulfilling its duties under the Commitments. If applicable, GDF Suez, GRTgaz and/or Elengy shall provide the Trustee upon request with copies of all appropriate documents. GDF Suez shall make available to the Trustee one office on its premises and shall be available for meetings in order to provide the Trustee with all information necessary for the performance of its tasks.

GDF Suez shall indemnify the Trustee and if applicable its assistant. GDF Suez, GRTgaz and Elengy shall hold the Trustee, and if applicable its assistant, harmless against, and hereby agree that the Trustee, and if applicable its assistant, shall have no liability to GDF Suez, GRTgaz or Elengy for any liabilities arising out of the performance of the Trustee's duties under the Commitments, except to the extent that such liabilities result from the willful default, recklessness, gross negligence or bad faith of the Trustee and/or if applicable its assistant.

4.4 Dismissal and reappointment of the Trustee

If the Trustee ceases to perform its functions under the Commitments or for any other good cause, including the exposure of the Trustee to a conflict of interests:

- (i) The Commission may, after having heard the Trustee, require that GDF Suez dismisses the Trustee, or
- (ii) GDF Suez may, with the prior approval of the Commission, dismiss the Trustee.

If the Trustee is dismissed, he may be required to continue in its function until a new Trustee is in place to whom the Trustee has effected a full hand over of all relevant information and documents. The new Trustee shall be appointed in accordance with the procedure referred to in point 4.1 above.

Besides the cases of dismissal stated above, the Trustee may only cease to act as Trustee after the Commission has discharged him from its duties, on the request of the Trustee or GDF Suez, at the end of the duration of the Commitments.

5. DURATION OF THE COMMITMENTS AND REVIEW CLAUSE

5.1 Duration of the Commitments

The Commitment set out in point 2.2.1 above will apply for a period of 10 years starting from the date on which the subscriptions by GDF Suez of H-Gas Long Term Firm Entry Capacity become less than 50% of the total H-Gas Long Term Firm Entry Capacity (i) in the North Zone, (ii) in the South Zone and (iii) on the entire French continental territory, i.e. starting from 1 October 2014 at the latest.

The Commitment set out in point 3 above will apply until the end of the duration of the Commitment set out in point 2.2.1 above.

Between 1 October 2014 and 1 October 2021, GDF Suez undertakes, for the period between 1 October 2024 and 1 October 2029, to limit its subscriptions of H-Gas Long Term Firm Entry Capacity in the existing infrastructures on 1 October 2014, to a proportion of less than 50% of the total Long Term Firm Capacity available on the said infrastructures.

5.2 Review clause

1. Pursuant to Article 9 (2) (a) of Regulation No. 1/2003, GDF Suez, GRTgaz or Elengy may request the Commission to reopen the proceedings with a view to modifying the Commitments where there has been a material change in any of the facts on which the Commission's Decision pursuant to Article 9 (1) of Regulation 1/2003 is based.

2. Without prejudice to Article 9 (2) (a) of Regulation No. 1/2003, the Commission may, should difficulties with the implementation of the Commitments occur, in response to a written request from GDF Suez, GRTgaz or Elengy setting out legitimate reasons, and after having heard the Trustee:

- (i) Grant an extension of the deadlines for performing the Commitments, and in particular grant an extension of the deadline relating to the performance of the Commitment set out in point 2.2 above; and/or
- (ii) waive, amend or substitute, in exceptional circumstances, one or more conditions or obligations in these Commitments.

In the event of GDF Suez, GRTgaz or Elengy requesting an extension of the deadlines in accordance with the above paragraph, it will submit a request in this respect to the Commission, no later than three months before the expiry of that period, setting out its legitimate reasons.

3. The observance of the Public Service Obligations incumbent on GDF Suez by virtue of Community and/or French legislation/regulations, the persistent failure to transfer a very significant share of the Long Term Firm Capacity subscribed by GDF Suez in the favour of third-party shippers in accordance with the Commitment set out in points 2.1 and 2.2 above, as well as force majeure, are among the legitimate reasons beyond its control able to be invoked by GDF Suez, GRTgaz or Elengy in order to request (i) the reopening of the proceedings (see paragraph 1 above) or (ii) the extension of the deadlines for performing the

Commitments and/or the waiver, amendment or substitution of one or more conditions or obligations in the Commitments (see paragraph 2 above).

6. FINAL PROVISIONS

The Commitments shall take effect as of the Effective date.

Within a period of ten days of the Effective date, GDF Suez, GRTgaz and Elengy shall publish and keep updated a non-confidential version of the Commitments in French and in English in a prominent way on their respective Internet websites. GDF Suez, GRTgaz and Elengy shall also publish the mandate and the contact details of the Trustee, as soon as they are known. The non-confidential version of the Commitments shall have to be approved beforehand by the Commission.

In the event of a dispute, the French language version of the present Commitments shall be determinant.

ANNEX

[CONFIDENTIAL]

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