

NON-CONTRACTUAL DOCUMENT

Translation for information purpose only – without prejudice

SPECIAL CONDITIONS
Access to Storage
Agreement

BETWEEN

Storengy, a public limited company with its head office at 12 rue Raoul Nordling, 92 270 Bois-Colombes, France, registered with the Nanterre Chamber of Commerce under number 487 650 632 , represented by Valérie Beaudichon, Head of Storage Marketing at the Development & Marketing Division of Storengy, duly authorised for this purpose, hereafter referred to as the "Storage Operator",

AND

.....with its head office at..... registered with.....under number.....represented by....., hereafter referred to as the "Customer",

Whereas:

The Storage Operator operates a number of underground natural gas storage sites in France;
The Customer has acquired storage capacities.

It is agreed as follows.

Article 1

The Storage Operator and the Customer are to enter into a storage service contract referred to as the Agreement, to come into force and expire on the dates stipulated hereafter.

The Agreement consists of the present Special Conditions and the Annexes below, which have contractual value (version of Month Day, Year):

- General Terms and Conditions for Access To Storage;
- Appendix 1: Physical Characteristics of the Storage Groups;
- Appendix 2: Transfer of Quantities of Gas in inventory;
- Appendix 3: Transfer of Quantities of Gas in inventory by the Storage Operator;
- Operational Procedures.

Article 2 – Common provisions applicable to all sales operations

2.1 Agreement

Agreement start date	Agreement expiry date
Jan 1, 2012 at 6.00am	Apr 1, 2013 at 6.00am

Agreement correspondents for the Storage Operator	Agreement correspondents for the Customer
<p>STORENGY Direction Développement et Commercialisation 12 rue Raoul Nordling Immeuble Djinn CS 70001 92 274 Bois-Colombes Cedex</p> <ul style="list-style-type: none">• Agreement signatory: Valérie Beaudichon Head of Storage Marketing Tél : 33 (0) 1 46 52 75 26 Fax : 33 (0) 1 46 52 32 19 E-Mail : valerie.beaudichon@storengy.com • Contacts:<ul style="list-style-type: none">➤ sales: Tél : Fax : E-Mail : ➤ operations: Astreinte opérationnelle Tél : + 33 (0)6 50 39 28 30 Fax : +33 (0) 1 46 52 32 19 E-Mail :access@storengy.com ➤ billing: Tél : Fax : E-Mail :	<ul style="list-style-type: none">• Agreement signatory Tél: Fax : Email : • Contacts:<ul style="list-style-type: none">➤ sales: Tél: Fax : Email ➤ operations: Tél: Fax : Email ➤ billing: Tél: Fax : Email

Administrative information on the Storage Customer

- Billing address:
- Intra-community VAT number:
- Company number:
- Company registration address:

Bank details of Storage Customer

- Bank name and address:
- Siret number:
- Account number:
- Sort code:
- Code SWIFT :
- IBAN :

2.2 Guarantee

Amount of Guarantee in euros*

* Unless the article 10.2 of General Terms applies.

2.3 Price of transfers and acquisitions

2.3.1 Price of transfers and acquisitions of Nominal Storage Capacity, Injection or Withdrawal Capacity and Volume Capacity.

Transfer or acquisition		Capacity Transfer Charge Rate EUR	
Nominal Storage Capacity		TCC	
	Injection Capacity	TCCI	
Withdrawal Capacity		TCCS	
Volume Capacity		TCCV	

2.3.2 Price of transfers or acquisitions of Quantities of Gas in Inventory

Unit Price for Transfer of Quantities of Gas in Inventory (PUCS) EUR/MWh 25°C	Minimum Charge Rate for Transfer of Gas in Inventory (TMCS) EUR

2.3.3 Price of Transfer of Injection or Withdrawal Rights-of-Use

Charge Rate for Right-of-Use Transfer (TCDU) EUR

2.4 Price of daily charge rate for gas quality conversion

Source: Ministerial Order approving the tariffs applicable to the use of natural gas transmission systems during the Agreement Validity Period – applicable tariff scheme for use of GRTgaz’s transmission system

Price of daily charge rate for H-gas to L-gas quality conversion under the “base” service EUR /MWh
Capacity charge rate/320 + quantity charge rate

Article 3 – Specific provisions applicable to each sale

3.1 Sale S-12-XXX

3.1.1 Capacity Reservation on MONTH DAY/YEAR

	Volume Capacity	Nominal Injection Capacity	Nominal Withdrawal Capacity	Maximum Conditional Injection Capacity	Maximum Conditional Withdrawal Capacity
	MWh(HCV)	MWh(HCV)/D	MWh(HCV)/D	MWh(HCV)/D	MWh(HCV)/D
Subscribed product					

	Transmission-Storage Interface Point	Shipper's Name	Shipper's Shipping Contract Reference
Subscribed product			

3.1.2 Basic Storage Service price

3.1.2.1 Charges Rates for Storage Capacity Reservation

	Storage capacity reservation unit price (PURC)	Storage capacity reservation charge rate (TRC)
	EUR/MWh (HCV)	EUR/year (HCV)
Subscribed product		

3.1.2.2 Withdrawal and injection charge rates

	Injection quantity unit price (PUQI)	Withdrawal quantity unit price (PUQS)
	EUR/MWh (HCV)	EUR/MWh (HCV)
Subscribed product		

3.1.2.3 Charge rates for quantities not injected or not withdrawn because of maintenance operations

Reimbursement rate for maintenance						
	scheduled above the annual quota for withdrawal	scheduled above the annual quota for injection	unscheduled below 20 Days equivalent for withdrawal	unscheduled below 20 Days equivalent for injection	unscheduled above 20 Days equivalent for withdrawal	unscheduled above 20 Days equivalent for injection
	EUR/MWh (HCV)	EUR/MWh (HCV)	EUR/MWh (HCV)	EUR/MWh (HCV)	EUR/MWh (HCV)	EUR/MWh (HCV)
Subscribed product						

3.1.3 Price of the Conditional Capacity Option

3.1.3.1 Charge Rates for Conditional Capacity Reservation

	Conditional Injection Capacity reservation unit price (PURCJIC) EUR/MWh (HCV)/d/y	Conditional Injection Capacity reservation charge rate (TRCJIC) EUR/y	Conditional Withdrawal Capacity reservation unit price (PURCJSC) EUR/MWh (HCV)/d/y	Conditional Withdrawal Capacity reservation charge rate (TRCJSC) EUR/y
Subscribed product				

3.1.3.2 Charge rate for conditional withdrawal and injection quantity

	Conditional injection quantity unit price (PUQIC) EUR/MWh (HCV)	Conditional withdrawal quantity unit price (PUQSC) EUR/MWh (HCV)
Subscribed product		

3.1.3.3 Charge rate for unscheduled quantities under the Conditional Capacity Option

	Unit price for reimbursement of unscheduled quantities under the Conditional Injection Option below the annual quota EUR/MWh (HCV)	Unit price for reimbursement of unscheduled quantities under the Conditional Withdrawal Option below the annual quota EUR/MWh (HCV)
Subscribed product		

3.1.4 Price of Flow Plus

Flow Plus Injection quantity unit price (PUQIFP) EUR/MWh (HCV)	Flow Plus Withdrawal quantity unit price (PUQSFP) EUR/MWh (HCV)

3.1.5 Maintenance quotas

The annual quotas for Scheduled Maintenance referred to in Article 7.2 of the General Terms and Conditions of the Agreement are defined for each Storage Group in the table below:

Scheduled Maintenance: annual quotas		
	Injection	Withdrawal
Subscribed product		

3.1.6 Incentive discount

A temporary (cyclical) discount called "Incentive Discount" is granted to the Customer. Its amount is deducted from the invoice for each Month during the validity period of the Agreement.

3.1.6.1 Initial amount of the incentive discount

The amount of the incentive discount is XXX Euros per Month for the Months April 2012 to June 2012, unless any change occurs following application of Article 3.1.6.2 c) of these Special Terms and Conditions.

3.1.6.2 Update of the incentive discount amount

Updates pursuant to Articles 3.1.6.2 a) and 3.1.6.2 c) of these Special Terms and Conditions are automatic and do not entail an amendment to the Agreement.

a) Update following the July and November allocation rounds

The amount of the discount is updated in July and November on completion of each allocation round. The Storage Operator will make the calculations in accordance with Article 3.1.6.2b) and notify the Customer of the updated value of the incentive discount amount by e-mail, together with the elements needed for those calculations, no later than the end of May for the July value, and the end of September for the November value.

The amount of the July incentive discount is deducted from the invoices for the months from July 2012 to October 2012. The amount of the November incentive discount is deducted from the invoices from November 2012 to March 2013.

b) Calculation of the discount amount

TEX is defined as the ratio between:

- the Exercised Working Volume: rights "exercised", expressed in working gas volume, as communicated by Storengy to each customer following Step 7 of the allocation process,
- and the Working Volume Rights: "net" rights communicated by Storengy to each customer following Step 3 of the allocation process, plus – where applicable – the rights transferred during Step 2, except rights transferred pursuant to Article 5 of "Arrêté du 7 février 2007 relatif aux profils et aux droits unitaires de stockage".

TEX is expressed as a percentage, rounded to three decimal points, and capped at 100%,

The amount of the discount is equal to:

- 0 if TEX is less than or equal to 70%
- A twelfth of the result of multiplying the following two charge rates, if TEX is between 70% and 100%.
 - P_{REM} (€/MWh) = - 5.915 + 4.225 x TEX + 2.0703 / TEX, P_{REM} is rounded to four decimal points,
 - rights "exercised", expressed in working gas volume, as communicated by Storengy to each customer following Step 7 of the allocation process.

c) Update following a transfer

Following a storage capacity transfer onto the secondary market, if such capacity arises from the Working Volume Rights exercised under the allocation process, the value of the incentive discount is re-calculated and updated by the Storage Operator.

To this end, the Storage Operator shall make the calculation in accordance with Article 3.1.6.2 b), though deducting from the Exercised Working Volume the cumulative volume capacity transferred by the Customer, which, on the one hand, arises from exercised working volume rights, and on the other, has been transferred since the previous allocation round.

Signed in Paris in two original copies, on

On behalf of the Customer

On behalf of the Storage Operator