

**Agreement for the assignment of capacities on “route [1 or 2]” of the GRTgaz D network
between GDF SUEZ SA and -----**

BETWEEN

GDF SUEZ SA, a public limited company under French law with capital of 2,260,976,267 Euros, whose registered office is at 16-26, rue du docteur Lancereaux, 75008 Paris, listed in the Paris *Registre du Commerce et des Sociétés* (Trade and Companies Register) under n° 542 107 651, duly represented for the purposes of this document by Mr Dominique Puybonnieux,

Hereinafter “**GDF SUEZ**”,

AND

[-----], a ----- company under [-----] law, with capital of ----- Euros, whose registered office is at -----, listed in the [-----] under number [-----], duly represented by M... [-----],

Hereinafter the “**Assignee**”,

GDF SUEZ and the Assignee being hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

Capitalised terms not defined within the Agreement have their meanings ascribed thereto in the Transportation Contract (defined hereinbelow).

Whereas

GDF SUEZ has concluded with the company GRTgaz Deutschland GmbH (“GRTgaz D”) three transportation contracts on the natural gas network of GRTgaz D:

- KV-001/05, this contract having been concluded on 23.05.2005, then amended several times, for the last time on 12.10.2009,
- KV-002/05, this contract having been concluded on 25.05.2005, then amended under the same conditions as contract KV-001/05,
- and KV-009/06, this contract having been concluded on 21.01.2006, then amended under the same conditions as contract KV-001/05,

(hereinafter collectively the “Transportation Contract”).

The French company GRT gaz has organised assignments of capacities in its network, and GDF SUEZ in that of GRTgaz D, for the implementation of the “*Commitments formally proposed by GDF SUEZ, GRTgaz and Elengy in the context of procedure COMP/B/1/39.316*” (the “Commitments”).

In this context, the Assignee has obtained capacities at the Obergailbach entry point of the GRTgaz network, GRTgaz having also notified it of the capacities obtained upstream from this entry point on the GRT Gaz D network, in accordance with the provisions of point 2.1.3.1.2. of the Commitments.

In accordance with these same provisions, GDF SUEZ must assign to the Assignee the capacities obtained by the latter and requested by the latter from GDF SUEZ on the GRTgaz D network in accordance with the above, within one month of these capacities being obtained.

It is in view of the above that the Parties have agreed as follows:

1 Purpose

The purpose of this agreement (the "Agreement") shall be to confirm the assignment by GDF SUEZ to the Assignee of the capacities obtained by the Assignee and requested by the latter from GDF SUEZ in the context of the procedure indicated in the preamble, under the conditions set out hereinbelow.

2 Capacities involved and units

The assigned capacities shall be firm daily capacities on the GRTgaz D network of GWh/day [MWh/day], i.e. ----- KWh/h (PCS 25°C), to the points and for the term as defined in Appendix 1 (the "Assigned Capacities").

It shall be hereby specified that the nature of the Assigned Capacities, i.e. the capacities whether:

- FZK ("*Frei Zuordenbare Kapazitäten -freely allocable capacities-*");
- BZK ("*Beschränkt Zuordenbare Kapazitäten -restricted allocable-*"),

is that which results from the 2009 merger of the GRTgaz Deutschland, NetConnect Germany and GVS/ENID market areas.

[If the Agreement concerns the Assigned Capacities on Route 1:]

Consequently, in application of the new contract rights of GDF SUEZ agreed with GRTgaz D in accordance with contracts KV-002/05 and KV-009/06:

- from 1 January 2016, all the Assigned Capacities shall be FZK, i.e.:
 - o for entry capacities: giving access to the NCG market area;
 - o for exit capacities: giving access from the NCG market area.
- until 1 January 2016, the Assigned Capacities on route 1 as defined by point 2.1.1.2. of the Commitments (ie. from the Waidhaus entry point to the Medelsheim exit point) shall be BZK entry capacities which do not give access to the NetConnect Germany market area, and BZK exit capacities which do not give access from the NetConnect Germany market area.]

[If the Agreement concerns the Assigned Capacities on Route 2:

Consequently, in application of the new contract rights of GDF SUEZ agreed with GRTgaz D in accordance with contracts KV-002/05 and KV-009/06, all the Assigned Capacities shall be FZK exit capacities, i.e. giving access from the NCG market area .]

GDF SUEZ cannot assign to the Assignee more rights than it has. The Assignee shall therefore bear any change in the nature of the Assigned Capacities in the context of its relationship with GRTgaz D ***[If the Agreement concerns the Assigned Capacities on Route 1;***, whether this happens before or after 1 January 2016].

3 Consequences of the assignment

From the date on which the assignment takes effect, i.e. from 1 October 2010 and for the entire term of the assignment as defined in Article 6 hereinbelow and in Appendix 1, the Assignee shall be subrogated in the rights and obligations relating to the Assigned Capacities of GDF SUEZ with regard to GRTgaz D, as defined in the Transportation Contract.

In order for the assignment to take effect on the date stated hereinabove, the Assignee shall take full responsibility for:

- respecting the prerequisites of GRTgaz D, in particular regarding a financial guarantee and the IT configuration necessary for the transmission of information between GRTgaz D and the Assignee, as these conditions are defined on the GRTgaz D website, accessible via the following link:
http://www.grtgaz-deutschland.de/content/kundenbereich/kapazitaetsinformationen/kivertraege/index_uk.php ;
- and concluding, with the company NetConnect Germany, the balancing contract which is required for the Assigned Capacities to be duly registered within the required deadlines.

More generally, the Assignee shall be bound to respect the General Terms of Business for Transport of GRTgaz D, with which it declares itself fully conversant, and which are accessible on the GRT Gaz D website, using the link hereinabove.

4 Financial terms

GDF SUEZ shall grant the assignment of the Assigned Capacities free of charge.

The Assignee shall pay GRTgaz D directly for the Assigned Capacities, and shall do this in accordance with the conditions of the Transportation Contract. The tariffs applicable for 2010 shall be listed in Appendix 2, it being stipulated that these tariffs are regulated and liable to change, even in 2010, in accordance with the decisions of the German regulator.

5 Formalities

The Parties shall complete the necessary information and/or registration formalities with GRTgaz D within the required deadlines, so that the assignment of the Assigned Capacities may take effect on 1 October 2010.

6 Entry into force and term of the Agreement

The Agreement shall enter into force on the date on which it is signed by the Parties.

The assignment of the Assigned Capacities shall take effect on 1 October 2010 at 6.00 am and continue until....., as indicated in Appendix 1. The Agreement shall terminate automatically on this latter date.

7 Language of the Agreement, applicable law and disputes

The Agreement shall be governed by the law applicable to the Transportation Contract and subject to the same jurisdiction clause as that of the Transportation Contract.

The Agreement has been drafted and concluded in English, with the sole exception of the specific provisions of Article 2 relating to the nature of the Assigned Capacities.

Done in ----- on -----

in 2 original copies

For GDF SUEZ

For the Assignee

Appendix 1

Points located in German territory covered by this Agreement and term of the Assigned Capacities

[On route 1:]

Entry point	Waidhaus
Exit point	Medelsheim
Commencement	1 October 2010, 6.00 am.
Until	-----
Capacities [GWh/day [MWh/day] and [KWh/h]	-----

[On route 2:]

Entry point	NetConnect Germany marketplace
Exit point	Medelsheim
Commencement	1 October 2010, 6.00 am.
Until	-----
Capacities [GWh/day [MWh/day] and [KWh/h]	-----

Appendix 2

Tariffs applicable in 2010 (in accordance with the provisions of Article 4 hereinabove)

I. FZK:

1. a) Annual fee for entry capacity: 2.35 EUR/kWh/h/y
2. b) Annual fee for exit capacity: 2.38 EUR/kWh/h/y

II. BZK:

3. a) Annual fee for entry capacity: 1.77 EUR/kWh/h/y
4. b) Annual fee for exit capacity: 1.81 EUR/kWh/h/y