

INFORMATION MEMORANDUM

GRTGAZ – FLUXYS

MARKET SURVEY TO ASSESS MARKET DEMAND
FOR ADDITIONAL LONG-TERM GAS TRANSMISSION
CAPACITY **FROM FRANCE TO BELGIUM**

ATTACHMENT 1 : NON-BINDING CAPACITY FORM – GRTGAZ/FLUXYS

DOCUMENT TO BE SENT TO GRTGAZ AND FLUXYS

1. PROSPECTIVE SHIPPER GENERAL INFORMATION

Company name _____

Country of incorporation _____

Registration number _____

VAT number _____

Registered office _____

Contact person _____

Tel _____

Fax _____

E-mail _____

2. TRANSMISSION

We hereby intend to assess market demand for an exit from France and an entry in Belgium. Therefore, in order to maximise the interest of both proposed interconnection points, please indicate the capacity for which your company wishes to express an interest among the following alternatives:

- In section 3 – Development of both scenarios (Exit at Taisnières H / entry to Belgium at Blaregnies, and an exit from France at New Interconnection Point / entry to Belgium at New Interconnection Point) : we would like you to indicate your preferred entry and delivery capacities, and
- In section 4 – Development of one scenario : as well as your interest in capacity for the other interconnection point in case your preferred interconnection point as mentioned here above is not taken into account for the Binding Phase.

From the French market, the following markets will be reachable from the two possible entries into the Belgian network:

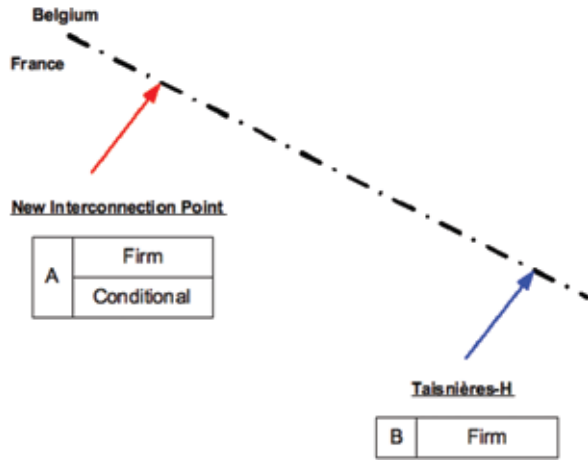
- Germany through the interconnection point in Eynatten,
- United Kingdom and the Zeebrugge Hub through the interconnection point IZT,
- The Netherlands through the interconnection point in Zelzate,
- The Belgian market.

For your convenience, the form shall be completed in m³(n)/h in order to facilitate the completion of Non-Binding Capacity Form. The interested party will use a GCV of 11,4 kWh/m³(n) in order to convert its request into GWh/day at 0°C.

3. DEVELOPMENT OF BOTH SCENARIOS

If both scenarios are developed by the TSOs, please indicate your level of interest in $m^3(n)/h$ at the New Interconnection Point and at Taisnières H / Blaregnies on the table below the picture:

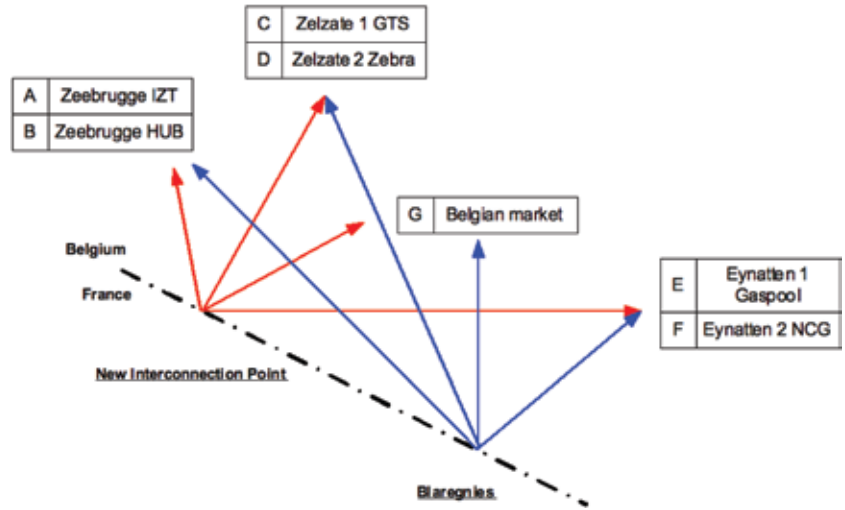
GRTgaz:



and the requested periods for each above capacity:

	Requested Capacity	Requested period	
	In $m^3(n)/h$	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
A Firm			
A Conditional			
B			

Fluxys:



and the requested periods for each above capacity:

from the New Interconnection Point:

	Requested Capacity	Requested period	
	In m ³ (n)/h	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
A			
B			
C			
D			
F			
G			

from Blaregnies:

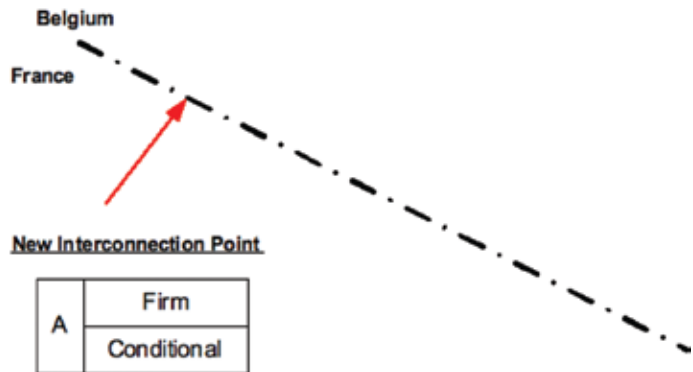
	Requested Capacity	Requested period	
	In m ³ (n)/h	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
A			
B			
C			
D			
F			
G			

4. DEVELOPMENT OF ONE SCENARIO

If only one scenario out of the 2 is eventually offered in the Binding Phase please indicate your level of interest in m³(n)/h:

- at the New Interconnection Point on the below picture (Taisnières H / Blaregnies not offered) :

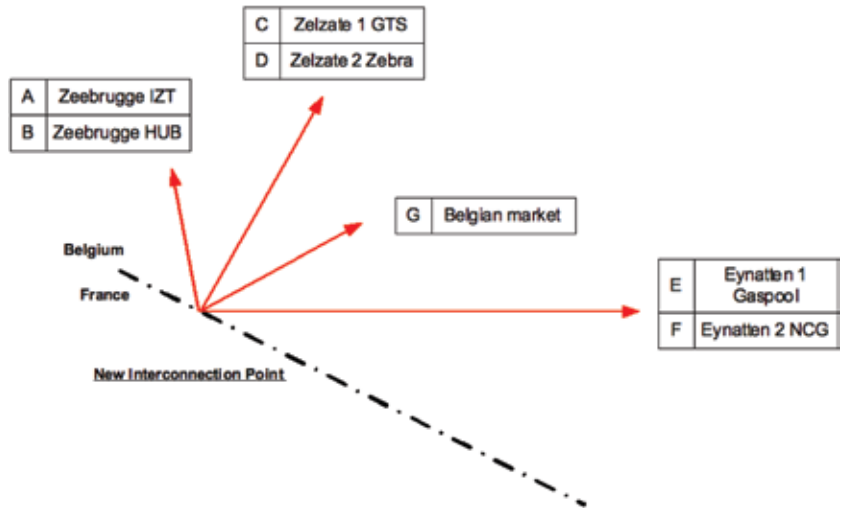
GRTgaz:



and the requested periods for each above capacity (from 1 January 2015):

	Requested Capacity	Requested period	
	In m ³ (n)/h	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
A Firm			
A Conditional			

Fluxys:

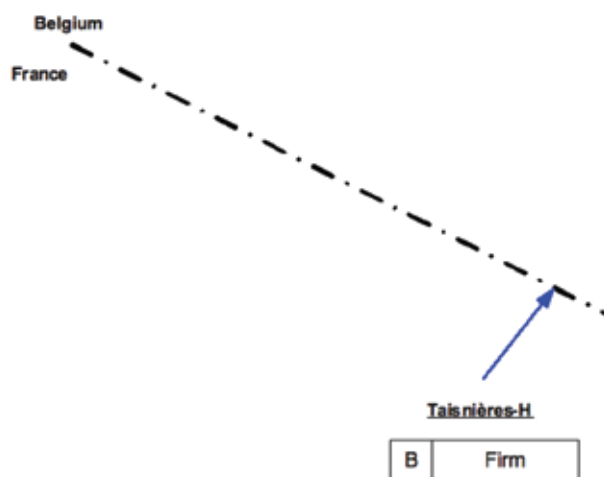


and the requested periods for each above capacity (from 1 January 2015):

	Requested Capacity	Requested period	
	In m ³ (n)/h	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
A			
B			
C			
D			
F			
G			

- at Taisnières H / Blaregnies on the below picture (the New Interconnection Point not offered):

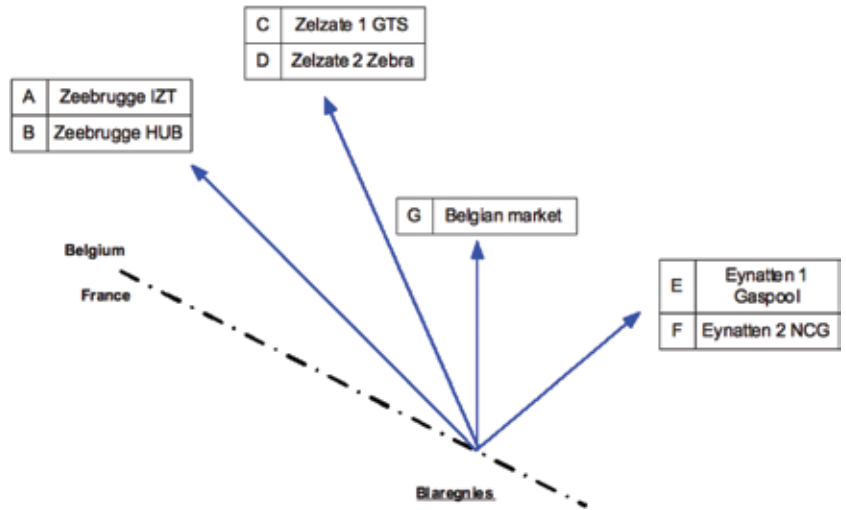
GRTgaz:



and the requested periods for each above capacity (from 1 January 2013):

	Requested Capacity	Requested period	
	In m ³ (n)/h	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
B			

Fluxys:



and the requested periods for each above capacity (from 1 January 2013):

	Requested Capacity	Requested period	
	In m ³ (n)/h	Start Date [dd-mm-yy]	End Date [dd-mm-yy]
A			
B			
C			
D			
F			
G			

5. CAPACITY COORDINATION

As the allocation process shall be conducted on a coordinated way, please complete the answer to the following questions.

Will your company be at Taisnières H / Blaregnies ?

the upstream shipper in France yes no
the downstream shipper in Belgium yes no

Will your company be at the New Interconnection Point ?

the upstream shipper in France yes no
the downstream shipper in Belgium yes no

If an interested party is not simultaneously present on both grids for at least one of the offered interconnections, the concerned party shall inform both TSOs about the upstream / downstream counterparty as the case may be.

Notwithstanding the above and for the avoidance of doubt any and all downstream and / or upstream parties shall complete and sign this Non-Binding Capacity Form and the Attachments 2A and / or 2B in order to express one's interest respectively to GRTgaz and / or Fluxys.

6. REVERSE CAPACITY

Besides the services under the framework of this Open Season, both TSOs are also happy to study the opportunity and the interest to offer additional capacity from Belgium to France. Would you be interested in such additional capacity from Belgium to France, may we kindly ask you to describe below such interest?

7. ADDITIONAL INFORMATION

Please indicate below any additional information you might consider relevant to this application.

Non-Binding Capacity Form must be sent in two (2) original copies (one for each TSO)
by 26 August 2010 to:

Fluxys SA
Commercial Department
For the attention of Mrs. Bettonville
Avenue des Arts, 31
1040 BRUSSELS
BELGIUM

GRTgaz
Direction Commerciale
For the attention of Mr. Cornibert
2 rue Curnonsky
75017 PARIS
FRANCE

DATE: _____

NAME: _____

POSITION: _____

SIGNATURE: _____

GRTGAZ

MARKET SURVEY TO ASSESS MARKET DEMAND FOR ADDITIONAL LONG-TERM GAS TRANSMISSION CAPACITY **FROM FRANCE TO BELGIUM**

ATTACHMENT 2A: CONFIDENTIALITY AGREEMENT FORM - GRTGAZ

THIS AGREEMENT is made on _____, between

GRTgaz, a French company ("Société Anonyme") with a share of capital of € 500 000 000, incorporated under the laws of France whose registered office is located at 2 rue de Curnonsky 75017 Paris - France France and with the Paris Trade and Companies Registry under number 440 117 620, represented for the purposes hereof by a duly authorized representative (**GRTgaz**);

and

_____, a company incorporated under the laws of _____ whose registered office is _____ (the **Prospective Shipper**).

To **GRTgaz** and the Prospective Shipper may hereinafter be collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS

GRTgaz and Fluxys are evaluating (i) the expansion of transmission capacity from France to Belgium on certain terms and conditions and (ii) the provision of such expanded capacity to shippers interested in subscribing to such capacity (the **Project**).

In furtherance of the Project, **GRTgaz** and Fluxys shall jointly launch an open season (the **Open Season**), in the framework of which the Prospective Shipper has indicated its interest for transmission services offered through the Open Season.

The Parties expect that during the aforesaid discussions and subsequent implementation of the Project, up to the eventual execution of any related transmission contracts to be signed by the Prospective Shipper and the relevant TSO, if any, it may be necessary for them, at discretion, either directly or through a third party, to disclose and communicate, in writing and/or orally, confidential information to the other Party, on the terms and subject to the conditions set forth herein (the **Confidentiality Agreement**).

1. CONFIDENTIAL INFORMATION

All information, plans, proposals or data, of a commercial, financial, technical, planning, management, legal or whatever other nature concerning **GRTgaz** or the Prospective Shipper or any of their respective affiliates or their business including, without limitation, their legal foundation, financial structure or plans, or, in the case of **GRTgaz**, concerning its evaluation, planning and/or realisation of the Project which is disclosed to or obtained by the other Party whether before or after the date of this Confidentiality Agreement, whether in writing or drawings, orally or by computer print-out, or in any other way, shall be hereinafter referred to as **Confidential Information** and shall be subject to this Confidentiality Agreement.

Confidential Information may be obtained from or pursuant to discussions with **GRTgaz** or the Prospective Shipper and/or from any of their respective affiliates, representatives, advisers or consultants or from their respective management or employees or otherwise.

2. DUTY OF CONFIDENTIALITY

Each Party acknowledges that the Confidential Information is confidential and proprietary to the relevant disclosing party. Both **GRTgaz** and the Prospective Shipper undertake to maintain the confidentiality of the Confidential Information disclosed by the other Party.

3. USE OF CONFIDENTIAL INFORMATION

Both Parties shall use the Confidential Information solely for the purpose of evaluating the Project and for the conduct of consultations and negotiations in relation thereto and, in particular, shall not use the Confidential Information in any way which is or may be detrimental to the interests of the relevant disclosing party or use the Confidential Information, or act in any way which is or may be detrimental to the successful planning, development and/or realisation of the Project and/or any extension of it. As such, the Prospective Shipper agrees that **GRTgaz** may exchange and/or share the Confidential Information with its adjacent grid operators, including without limitation Fluxys in Belgium, to the extent necessary to coordinate investments in transmission capacity and to allow for a co-ordinated allocation of capacity by **GRTgaz** and the adjacent grid operators as well as to the competent regulatory authorities in the framework of the Open Season.

4. DISTRIBUTION OF CONFIDENTIAL INFORMATION

Each Party agrees only to show Confidential Information disclosed by the other Party to its employees and advisors, its affiliates and their employees (for each Party together being referred to as its Relevant Parties) on a strictly need to know basis, to the extent necessary for the purposes set out in section 3 hereabove, and on condition that its Relevant Parties are made aware of the terms of this Confidentiality Agreement and that each Party will be responsible for any breach of any terms of this Confidentiality Agreement by any of its Relevant Parties.

The communication of Confidential Information shall in no event confer or imply the grant or agreement to grant any license or other rights (e.g. intellectual property rights) express or implied, to the receiving Party, except the limited right to use the Confidential Information, as specifically set forth hereunder.

The disclosing Party disclaims all responsibility and liability for any actions taken by the receiving Party on the basis of its analysis or other use of the Confidential Information including, but not limited to, any adjustments or modifications to the receiving party's products and/or services in light of such use of Information, and the receiving Party acknowledges that the disclosing party shall have no responsibility or liability as a result of the receiving Party's use of the Confidential Information.

5. SURRENDER OR DESTRUCTION OF CONFIDENTIAL INFORMATION

If either Party subsequently does not participate in the Project, each Party shall cease to make use of the Confidential Information disclosed to it by the other Party and will return all Confidential Information and all copies thereof to the relevant disclosing party or shall procure that such Confidential Information is destroyed and each party shall promptly notify the other in writing that the same has been destroyed.

6. NON-CONFIDENTIAL INFORMATION

This Confidentiality Agreement shall not apply to information:

- a. which is publicly available at the time it is made available to either Party or subsequently becomes generally available to the public other than as a result of disclosure or other act or omission by either Party or any of its Relevant Parties or otherwise contrary to their respective obligations of confidentiality; or
- b. which was available (as can be demonstrated by its written records) to either party or to any of its Relevant Parties, prior to the supply of Confidential Information by the relevant disclosing party, and which is free of any restrictions as to its use or disclosure; or
- c. which either Party is required by law, or regulation or by the requirements of any regulatory or other authority to disclose.

7. TERM - DURATION OF DUTY OF CONFIDENTIALITY

This Confidentiality Agreement shall come into force upon execution by the Parties and shall continue thereafter to the extent needed for the implementation of the full Project.

Each Party's obligations in respect of the Confidential Information disclosed by the other Party shall continue in force for a period of five (5) years from its disclosure.

8. OBLIGATION TO MAKE ANNOUNCEMENTS

Neither the Prospective Shipper nor any of its Relevant Parties nor any other person or body acting on behalf of the Prospective Shipper or any of its Relevant Parties shall make, permit or solicit any announcement, communication or disclosure concerning the Project and/or any extension of it without the prior written consent of GRTgaz.

9. GOVERNING LAW - SETTLEMENT OF DISPUTE

This Confidentiality Agreement shall be governed by and construed in accordance with the French law.

Each of the Parties to this Confidentiality Agreement irrevocably agrees that the courts of Paris are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Confidentiality Agreement or the subject matter hereof and submit to the jurisdiction thereof.

The Parties agree that any violation of any terms of this Confidentiality Agreement may cause immediate and irreparable harm to the disclosing Party. Therefore and, notwithstanding the above and without prejudice to the rights and remedies otherwise available, the disclosing Party shall be entitled to equitable relief by way of injunction in the event the other Party's breach(es) or threaten(s) to breach any of the provisions of this Confidentiality Agreement before any competent court.

10. GENERAL PROVISIONS

No amendment to terms and conditions of this Confidentiality Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorised representative of the Parties.

This Confidentiality Agreement shall be binding upon the Parties hereto and their respective successors, assigns, subsidiaries and affiliates.

The Parties hereto agree to perform their obligations hereunder without any charge or expenses to other Party.

This Confidentiality Agreement and the exchange of Confidential Information shall not create an obligation for a Party to engage in a future agreement or any other relationship.

This Confidentiality Agreement constitutes the entire understanding of the Parties regarding the Confidential Information and supersedes all prior oral or written agreements.

The Prospective Shipper acknowledges that the TSO's corporate policy requires that TSO's business be conducted within the letter and spirit of the law including the applicable European and domestic regulations and the good business practices commonly recognized in the gas industry. By signing this Confidentiality Agreement, the Prospective Shipper agrees to conduct any business that may be contemplated pursuant to this Confidentiality Agreement in a manner that is consistent with both law and good business ethics. Specifically, the "Prospective Shipper recognizes having been made fully acquainted with the TSO's statement of business principles as available at the TSO's websites.

A Party's failure to enforce any provision, right, or remedy under this Confidentiality Agreement shall not constitute a waiver of such provision, right, or remedy.

IN WITNESS WHEREOF, the Parties hereto have caused this Confidentiality Agreement to be executed in two (2) original copies by their duly authorized representatives, each Party receiving one (1) original copy hereof.

for and on behalf of

GRTgaz

Name: _____ Name: _____

Position: _____ Position: _____

for and on behalf of

the **Prospective Shipper**

Name: _____ Name: _____

Position: _____ Position: _____

FLUXYS

MARKET SURVEY TO ASSESS MARKET DEMAND FOR ADDITIONAL LONG-TERM GAS TRANSMISSION CAPACITY **FROM FRANCE TO BELGIUM**

ATTACHMENT 2B: CONFIDENTIALITY AGREEMENT FORM - FLUXYS

THIS AGREEMENT is made on _____, between

FLUXYS NV/SA, a company incorporated under the laws of Belgium, having its registered office at 1040 Brussels, Kunstlaan 31, registered at the Register for Legal Entities under number 0402.954.628;

hereby legally represented by
Pascal De Buck, Member of the Executive Board, Commercial Director, and
Walter Peeraer, Chairman of the Executive Board, Chief Executive Officer

Hereinafter referred to as "**Fluxys**";

and

_____, a company incorporated under the laws of
_____ whose registered office is _____
_____ (the **Prospective Shipper**).

To **Fluxys** and the Prospective Shipper may hereinafter be collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS

GRTgaz and **Fluxys** are evaluating (i) the expansion of transmission capacity from France to Belgium on certain terms and conditions and (ii) the provision of such expanded capacity to shippers interested in subscribing to such capacity (the **Project**).

In furtherance of the Project, GRTgaz and **Fluxys** shall jointly launch an open season (the **Open Season**), in the framework of which the Prospective Shipper has indicated its interest for transmission services offered through the Open Season.

The Parties expect that during the aforesaid discussions and subsequent implementation of the Project, up to the eventual execution of any related transmission contracts to be signed by the Prospective Shipper and the relevant TSO, if any, it may be necessary for them, at discretion, either directly or through a third party, to disclose and communicate, in writing and/or orally, confidential information to the other Party, on the terms and subject to the conditions set forth herein (**the Confidentiality Agreement**).

1. CONFIDENTIAL INFORMATION

All information, plans, proposals or data, of a commercial, financial, technical, planning, management, legal or whatever other nature concerning **Fluxys** or the Prospective Shipper or any of their respective affiliates or their business including, without limitation, their legal foundation, financial structure or plans, or, in the case of **Fluxys**, concerning its evaluation, planning and/or realisation of the Project which is disclosed to or obtained by the other Party whether before or after the date of this Confidentiality Agreement, whether in writing or drawings, orally or by computer print-out, or in any other way, shall be hereinafter referred to as **Confidential Information** and shall be subject to this Confidentiality Agreement.

Confidential Information may be obtained from or pursuant to discussions with **Fluxys** or the Prospective Shipper and/or from any of their respective affiliates, representatives, advisers or consultants or from their respective management or employees or otherwise.

2. DUTY OF CONFIDENTIALITY

Each Party acknowledges that the Confidential Information is confidential and proprietary to the relevant disclosing party. Both **Fluxys** and the Prospective Shipper undertake to maintain the confidentiality of the Confidential Information disclosed by the other Party.

3. USE OF CONFIDENTIAL INFORMATION

Both Parties shall use the Confidential Information solely for the purpose of evaluating the Project and for the conduct of consultations and negotiations in relation thereto and, in particular, shall not use the Confidential Information in any way which is or may be detrimental to the interests of the relevant disclosing party or use the Confidential Information, or act in any way which is or may be detrimental to the successful planning, development and/or realisation of the Project and/or any extension of it. As such, the Prospective Shipper agrees that Fluxys may exchange and/or share the Confidential Information with its adjacent grid operators, including without limitation GRTgaz in France, to the extent necessary to coordinate investments in transmission capacity and to allow for a co-ordinated allocation of capacity by Fluxys and the adjacent grid operators as well as to the competent regulatory authorities in the framework of the Open Season.

4. DISTRIBUTION OF CONFIDENTIAL INFORMATION

Each Party agrees only to show Confidential Information disclosed by the other Party to its employees and advisors, its affiliates and their employees (for each Party together being referred to as its Relevant Parties) on a strictly need to know basis, to the extent necessary for the purposes set out in section 3 hereabove, and on condition that its Relevant Parties are made aware of the terms of this Confidentiality Agreement and that each Party will be responsible for any breach of any terms of this Confidentiality Agreement by any of its Relevant Parties.

The communication of Confidential Information shall in no event confer or imply the grant or agreement to grant any license or other rights (e.g. intellectual property rights) express or implied, to the receiving Party, except the limited right to use the Confidential Information, as specifically set forth hereunder.

The disclosing Party disclaims all responsibility and liability for any actions taken by the receiving Party on the basis of its analysis or other use of the Confidential Information including, but not limited to, any adjustments or modifications to the receiving party's products and/or services in light of such use of Information, and the receiving Party acknowledges that the disclosing party shall have no responsibility or liability as a result of the receiving Party's use of the Confidential Information.

5. SURRENDER OR DESTRUCTION OF CONFIDENTIAL INFORMATION

If either Party subsequently does not participate in the Project, each Party shall cease to make use of the Confidential Information disclosed to it by the other Party and will return all Confidential Information and all copies thereof to the relevant disclosing party or shall procure that such Confidential Information is destroyed and each party shall promptly notify the other in writing that the same has been destroyed.

6. NON-CONFIDENTIAL INFORMATION

This Confidentiality Agreement shall not apply to information:

- a. which is publicly available at the time it is made available to either party or subsequently becomes generally available to the public other than as a result of disclosure or other act or omission by either party or any of its Relevant Parties or otherwise contrary to their respective obligations of confidentiality; or
- b. which was available (as can be demonstrated by its written records) to either party or to any of its Relevant Parties, prior to the supply of Confidential Information by the relevant disclosing party, and which is free of any restrictions as to its use or disclosure; or
- c. which either party is required by law, or regulation or by the requirements of any regulatory or other authority to disclose.

7. TERM - DURATION OF DUTY OF CONFIDENTIALITY

This Confidentiality Agreement shall come into force upon execution by the Parties and shall continue thereafter to the extent needed for the implementation of the full Project.

Each Party's obligations in respect of the Confidential Information disclosed by the other Party shall continue in force for a period of five (5) years from its disclosure.

8. OBLIGATION TO MAKE ANNOUNCEMENTS

Neither the Prospective Shipper nor any of its Relevant Parties nor any other person or body acting on behalf of the Prospective Shipper or any of its Relevant Parties shall make, permit or solicit any announcement, communication or disclosure concerning the Project and/or any extension of it without the prior written consent of Fluxys.

9. GOVERNING LAW - SETTLEMENT OF DISPUTE

This Confidentiality Agreement shall be governed by and construed in accordance with the Belgian law.

Each of the Parties to this Confidentiality Agreement irrevocably agrees that the courts of Paris are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Confidentiality Agreement or the subject matter hereof and submit to the jurisdiction thereof.

The Parties agree that any violation of any terms of this Confidentiality Agreement may cause immediate and irreparable harm to the disclosing Party. Therefore and, notwithstanding the above and without prejudice to the rights and remedies otherwise available, the disclosing Party shall be entitled to equitable relief by way of injunction in the event the other Party's breach(es) or threaten(s) to breach any of the provisions of this Confidentiality Agreement before any competent court.

10. GENERAL PROVISIONS

No amendment to terms and conditions of this Confidentiality Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorised representative of the Parties.

This Confidentiality Agreement shall be binding upon the Parties hereto and their respective successors, assigns, subsidiaries and affiliates.

The Parties hereto agree to perform their obligations hereunder without any charge or expenses to other Party.

This Confidentiality Agreement and the exchange of Confidential Information shall not create an obligation for a Party to engage in a future agreement or any other relationship.

This Confidentiality Agreement constitutes the entire understanding of the Parties regarding the Confidential Information and supersedes all prior oral or written agreements.

The Prospective Shipper acknowledges that the TSO's corporate policy requires that TSO's business be conducted within the letter and spirit of the law including the applicable European and domestic regulations and the good business practices commonly recognized in the gas industry. By signing this Confidentiality Agreement, the Prospective Shipper agrees to conduct any business that may be contemplated pursuant to this Confidentiality Agreement in a manner that is consistent with both law and good business ethics. Specifically, the Prospective Shipper recognizes having been made fully acquainted with the TSO's statement of business principles as available at the TSO's websites.



A Party's failure to enforce any provision, right, or remedy under this Confidentiality Agreement shall not constitute a waiver of such provision, right, or remedy.



IN WITNESS WHEREOF, the Parties hereto have caused this Confidentiality Agreement to be executed in two (2) original copies by their duly authorized representatives, each Party receiving one (1) original copy hereof.

for and on behalf of

Fluxys

Name: _____ Name: _____

Position: _____ Position: _____

for and on behalf of

the **Prospective Shipper**

Name: _____ Name: _____

Position: _____ Position: _____