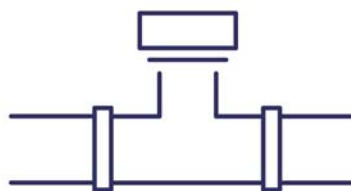




NATURAL GAS TRANSMISSION CONTRACT

APPENDIX G: FINANCIAL GUARANTEE TEMPLATE



Version dated [01/11/2018]

1 FIRST DEMAND AUTONOMOUS GUARANTEE

We, the undersigned, []

[] duly incorporated in accordance with the laws of the French Republic []

whose head office is located in:

[]

[]

[]

[]

registered with the Trade and Companies Register of [] number []

represented by []

duly authorised by a decision of []

dated [Click here to enter a date.] appended hereto, agree by means of this document to give on this day to Teréga,

société Anonyme [French public limited company] with a share capital of €17,579,088

whose head office is located in:

Espace Volta, 40 avenue de l'Europe, 64000 PAU

registered with the Trade and Companies Register of [Pau]
under number B [095 580 841] ("Teréga"),

a first demand autonomous guarantee for the obligations of [],

whose head office is located in:

[]

[]

[]

[]

registered with the Trade and Companies Register of [] number [], (the "Client"),

Under the Contract referenced []

concluded between [] and [] (the "Contract"),

dated [Click here to enter a date.] in the conditions set out below (the "Guarantee").

The defined terms used herein have the meaning given to them in this Guarantee.

Any terms not defined in this Guarantee, have the meaning given thereto in the Contract.

It is agreed as follows:

- 1) We hereby agree, expressly, irrevocably and unconditionally, to pay on first demand any sum within the limit of a maximum (as defined below in paragraph 7) which Teréga may claim in respect of this Guarantee, with effect from the date referred to in paragraph 4 below and for the entire period of the Guarantee as referred to in paragraph 4 below.
- 2) The Guarantee will be implemented by Teréga sending a demand to the Guarantor according to the template appended to this document with the title "Sole Appendix – notification template". The Guarantor acknowledges and accepts that this demand will be sufficient to operate the Guarantee within the limit of the maximum sum (as defined below at paragraph 7). This demand must indicate the sum demanded in respect of the Guarantee; Teréga may send several such demands in respect of the Guarantee to the extent that the total of the sums paid accordingly by the Guarantor at Teréga's demand does not exceed the maximum sum defined below at paragraph 7.
- 3) The Guarantee constitutes an autonomous guarantee; it is independent of the Customer's obligations under the Contract. The Guarantor hereby expressly and irrevocably waives its right to rely on any present, past or future relationship between the Customer and Teréga or between the Customer and the Guarantor with the aim of objecting to the payments provided at paragraph 1 above.
- 4) The Guarantee is effective from [Click here to enter a date.]
[Date of effect of the contract for the first year or date of effect of the renewal of the contract plus three months for the following years].
The Guarantee terminates on [Click here to enter a date.]
[Contract expiry date plus 3 months].
- 5) As the Guarantee is autonomous, the Guarantor acknowledges and accepts that it will remain bound by its obligations as Guarantor in respect of the Guarantee regardless of the validity or absence of validity of the Contract.
- 6) The Guarantor hereby makes representation and warrants that:
 - 6.1 it is a [] company, duly formed in accordance with the laws of the [] Republic, enjoying a legal personality and having full legal capacity and power to carry on the activities in which it is currently engaged, to supply the Guarantee and to fulfil all its obligations in respect of the Guarantee;
 - 6.2 [name of Guarantor's representative] is duly authorised to sign the Guarantee.
 - a. The Guarantor may not assign any of its rights or obligations in respect of the Guarantee without the prior written agreement of Teréga.
 - b. Teréga may, at any time, assign all or part of its rights under the Guarantee subject to prior agreement from the Guarantor that it undertakes not to formulate any refusal without reasonable grounds. Any reference to Teréga in the Guarantee includes its assigns, heirs and successors (following any assignment or transfer whatsoever).

c. All payments having to be made by the Guarantor in respect of the Guarantee will be:

- made within the time-scales and at the places indicated in the demand which Teréga may issue in accordance with paragraph 2 above and, at all events, no later than five business days following receipt by the Guarantor of the demand;
- free of all dues, taxes or expenses of any sort (present and future) which might otherwise be deducted, debited or retained; and,
- free of any offsetting or counter-claim relating to any sum that might be due by Teréga to the Guarantor in respect of any other contract or legal relationship.

7) The maximum sum is: [in letters and figures] euros.

8) No waiver of the implementation of one or more of the provisions in the Guarantee will be valid unless formulated in writing and signed by Teréga. No delay or objection on the part of Teréga shall amount to any waiver or be interpreted as such. The rights and powers, as well as the interpretation made by Teréga of these rights and powers in respect of the Guarantee are in addition to and do not exclude or substitute for those conferred upon it by the law, any other contract or any other security of which Teréga is the beneficiary.

9) All notices or other correspondence in respect of the Guarantee or in connection with the Guarantee will be served by facsimile or by registered letter with acknowledgement of receipt to the following addresses.

▪ Relating to the Guarantor:

For the attention of []

Address: []

Telephone number: []

Fax number: []

▪ Relating to Teréga:

For the attention of []

Address: []

Telephone number: []

Fax number: []

The Guarantee will be governed and interpreted in accordance with French law. Any dispute relating to the Guarantee will be brought before the Commercial Court of [] *[In accordance with the Contract]*

Prepared in [],

On [Click here to enter a date.]

Guarantor's signature: [Guarantor's name]

Represented by: [name of Guarantor's representative]

2 SOLE APPENDIX: NOTIFICATION TEMPLATE

[Beneficiary's letterhead]

[name and address of Shipper's bank]

[date]

Guarantee No. []

Subject: First demand bank guarantee dated []

Dear Sir or Madam,

We are writing to you about the first demand autonomous guarantee dated

We hereby inform you that we are calling in this guarantee for the sum of: [] EUR

(the "Amount for which the Guarantee is Called-In"), and we ask you to transfer this Amount to the bank account detailed below:

Account holder: []

Bank name: []

Bank code: []

Branch code: []

Account number: []

Check digit: []

IBAN: []

BIC: []

Payment should be made within five (5) business days of receipt of this notification.

Sincerely,

On behalf of the Beneficiary by: []

3 APPLICATION FOR EXEMPTION FROM RENEWAL OF GUARANTEE DUE TO DORMANT STATUS

Any application for changeover to Dormant Status can only be made in April and November in the context of a call for renewal of Guarantee by the TSO.

Application template:

To: Teréga Backoffice-atr < backoffice-atr@terega.fr >

From: [Beneficiary]

[name and address of Shipper's bank]

Subject: Application for Dormant Status and exemption from renewal of Guarantee dated

Date: --/--/----

Dear Sir or Madam,

We would like our Transmission Contract No. [] to change to Dormant Status as defined in the General Terms and Conditions of the Transmission Contract.

Guarantee No.:

for an amount of EUR []

Sincerely,

The Inactive Transport Shipper is fully aware of the consequences of the changeover to Dormant Status of its contract:

- Blocking of its subscription and notification rights (TETRA and PRISMA) by the TSO.
- The changeover from Inactive Transport Shipper to Active Transport Shipper must be made by the provision of a Guarantee in line with the conditions set out in article 8 of the General Terms and Conditions of the Contract. In fact, the Shipper should set up this Guarantee at the latest one (1) month before the date of the next activity (subscription and/or notification). This change of status is not immediate, it takes place within the timeframes related to correct receipt of the Guarantee and unblocking of the Shipper's subscription/notification by the TSO.