

**ANNEX 7**

**NEGATIVE SHARED STOCK LEVEL AND OFFSETTING PROCEDURES**

**English translation for information**

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## 1 PURPOSE

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The purpose of this Appendix is to organise the Operator's implementation of the Negative Stock and Offsetting Guarantee and the terms and conditions that govern offsetting between the Shipper and the other Shippers.

## 2 OPERATOR'S ROLE

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The Shipper shall appoint the Operator as its agent for the purposes of:

- Keeping its Shared Stock Level up to date;
- Calculating the Guarantee and the indemnities for negative stock and offsetting;
- Calculating the quantities of gas or the amounts that the Shipper Responsible owes to the Affected Shippers in accordance with the provisions of this Appendix, and communicate this information to the Shippers concerned;
- Retaining the security deposit and ensuring the validity of the guarantees set up pursuant to this Appendix;
- Implementing these guarantees or sending injunctions to pay in the cases provided for in this Appendix and indemnifying the Affected Shippers under the conditions provided for in this Appendix.

This mandate is a mutual-interest mandate and cannot be revoked by the Shipper without the agreement of the Operator.

It is expressly agreed that the Operator shall not be liable for the successful completion of offsetting in kind or financial offsetting of the quantities lacking. Under no circumstances shall the Operator be required to procure or sell gas, use transportation or storage services or personally pay any money to the Shipper under this Appendix. Within the scope of this Appendix, the Operator's liability shall in any case be limited to the amounts shown in the General Terms and Conditions in Appendix 2. The Shipper shall waive, and shall vouch for the waiver of by its insurers, the right to any recourse against the Operator if payments have been made by the latter in accordance with the provisions of this Appendix.

The Shipper shall reimburse the Operator, in proportion to its annual subscription, all the expenses that the latter will incur at the time of the services carried out pursuant to this Appendix.

By way of exception to the provisions of Article 25 of the General Terms and Conditions, the Shipper shall expressly authorise the Operator to disclose to the other Shippers the information provided under Article 3.4 below, which enables the implementation of this Appendix.

## 3 NEGATIVE SHARED STOCK LEVEL

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### 3.1 Overdraft Authorisation

The Shipper shall authorise the Operator to schedule its Send-Outs within the limit of the Overdraft Authorisation from which it benefits.

The Overdraft Authorisation of a Shipper that has subscribed to SPOT shall be zero.

The Overdraft Authorisation of a Shipper that has subscribed to SMART shall correspond to a quantity of gas equal to the smallest value between:

- 1/30 of the Contractual Unloaded Quantity (QDC) and
- 1,200 GWh.

Thus, the Shipper's Shared Stock Level may be negative, within the limit of the Overdraft Authorisation.

In the case of a Shipper that has subscribed to the SMART service and for which calculation of the Overdraft Authorisation would give a value of less than 300 GWh, the Shipper shall have the possibility of refusing to benefit from the Overdraft Authorisation. Its Overdraft Authorisation shall therefore be zero. This information is duly stated in Appendix 1 of the Specific Conditions.

### 3.2 Setting up the Negative Stock and Offsetting Guarantee

#### 3.2.1 Principle

The Shipper undertakes to make available to the Operator, for Shippers that have subscribed to SMART with in period of one (1) month before the Service Start Date, a financial guarantee, hereinafter known as the "Negative Stock and Offsetting Guarantee" covering the Overdraft Authorisation under article 3 of this Appendix and its offsetting obligation under article 4 below.

The Negative Stock and Offsetting Guarantee shall take the form of a security deposit or a first-demand guarantee, consistent with the template provided by the Operator, issued by a banking or a credit-insurance establishment

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having its registered office in a country of the European Union and with a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's). The security deposit shall be remunerated by the Operator at an annual rate equal to the legal interest rate.

The amount of the Shipper's Negative Stock and Offsetting Guarantee shall be calculated by the Operator, in October each year for Shippers that have subscribed to SMART, by applying to the Overdraft Authorisation, plus seven hundred thousand (700,000) MWh, a price equal to the higher of these values, expressed in EURO/MWh, for the calendar year preceding the period in question, EEX Gas Futures Monthly Index prices published by EEX for the PEG.

The Operator must review the amount of the Shipper's Negative Stock and Offsetting Guarantee if the previous maximum price has varied by more than 20%.

The Shipper's right to schedule new Cargoes under Article 7 of the General Terms and Conditions shall be suspended for as long as the Negative Stock and Offsetting Guarantee has not been reconstituted, after being triggered by the Operator.

### 3.2.2 Derogations

By way of derogation to the rule provided for in paragraph 3.2.1 of this Appendix, the Shipper does not have to provide the Negative Stock and Offsetting Guarantee when, and for as long as :

- the Shipper benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poors) or A3 (Moody's), or
- all Shippers with an Overdraft Authorisation as per Article 3.1 greater than three hundred (300) GWh have expressly dispensed the Shipper from it.

By way of derogation to the rule provided for in paragraph 3.2.1 of this Appendix, the Shipper that cannot benefit from the derogation provided for in the paragraph above but that is part of a group for which the Parent Company is a company that

- has its registered office in an OECD country and that benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poors) or A3 (Moody's)
- has its registered office in a non-OECD country and that benefits from a long-term credit rating that is equal to or higher than AA- (Standard & Poors) or Aa3 (Moody's)

can, for as long as the condition concerning the level of its rating is met, provide, as a Negative Stock and Offsetting Guarantee, a first-demand guarantee issued by the Parent Company covering the obligations of the Shipper to the amount of the Negative Stock and Offsetting Guarantee referred to in paragraph 3.2 of this Appendix.

Where any one of the conditions to which the above derogations are subject are not met, the provisions provided for in paragraph 3.2.1 shall once again apply and the Shipper must comply with these provisions within one (1) month from the event in question.

### 3.3 Implementation of the Negative Stock and Offsetting Guarantee by the Operator

The Operator shall implement all or part of the Negative Stock and Offsetting Guarantee of the Shipper for which the Shared Stock Level is negative when the Contract has ended for any reason whatsoever.

Furthermore, when the Shipper's Shared Stock Level becomes negative, the Shipper shall have three (3) Months from the 1<sup>st</sup> day of the Month following the date when the Shared Stock Level is negative for it to become positive again. Otherwise, the Operator, depending on the case, shall:

- Implement all or part of the Negative Stock and Offsetting Guarantee of the Shipper, or
- Immediately issue an injunction for the Shipper to pay a sum for an amount covering the gas deficit making it possible for it to make its Shared Stock Level positive again.

The amount of the Negative Stock and Offsetting Guarantee or the one called in by the Operator under this injunction shall be calculated by the Operator by multiplying the Negative Stock and Offsetting Guarantee on the Day when the negative Shared Stock Level has not changed, by the EEX Gas Futures Monthly Index price published by EEX for the PEG for the month in which the negative Shared Stock Level has no longer changed.

Following an injunction, the Shipper shall undertake to credit the bank account of the Operator within eight (8) days from the sending of the above-mention injunction to pay by the Operator. For each day of delay, the Shipper shall be liable for a penalty equal to three (3) times the legal interest rate in effect on the date of issue of the invoice, calculated on the exact number of days that have passed between the date on which the payment is due and the effective payment date applied to the sum requested. The Shipper shall also be liable to pay a fixed recovery indemnity of forty euros excluding taxes.

The Shipper shall authorise the Operator to use this sum to compensate the other Shippers.

### **3.4 Compensation for Shippers**

The Operator shall share the amount of the Negative Stock and Offsetting Guarantee that is available to it after being triggered, or, if applicable, the amount paid following the Operator's injunction, among the shippers for which the Send-Out Ratio is not zero in the Month in which the Shipper's negative Shared Stock Level has no longer changed. Distribution between the Shippers shall take place in proportion to their Send-Out Ratio for the Month in which the Shipper's negative Shared Stock Level has no longer changed. The Operator shall also share the LNG in stock in the Terminal's tanks among the Shippers for which the Send-Out Ratio is not zero using the same proportion. The Operator shall modify the Shared Stock Levels of the Shippers concerned accordingly.

The Operator shall inform the Affected Shippers as soon as possible and provide them with the details of the calculation concerning the sharing of the indemnification and the LNG in stock.

## **4 OFFSETTING RULES**

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The Shipper Responsible undertakes to compensate the Affected Shippers under the conditions defined below.

### **4.1 Quantity Offset**

The Quantity Offset to be delivered each Day by the Shipper Responsible to the Affected Shippers shall be calculated by the Operator by determining the difference between the Reference Send-Out of the Affected Shippers before the date on which the aforementioned modification or cancellation was taken into account and the Reference Send-Out of the Affected Shippers following the aforementioned modification or cancellation.

### **4.2 Offsetting Terms and Conditions**

In accordance with paragraph 7.4.3, the Operator shall schedule a negative send-out for the Responsible Shipper in the amount of the Quantity Offset each day mentioned in paragraph 4.1 of this Appendix.

In the event that the Operator is unable to schedule a negative send-out, the Responsible Shipper agrees to deliver the Quantity Offset in kind to each Shipper Affected on the TRF balancing zone.

The Quantity Offset to be delivered shall be owed each Day by the Shipper Responsible to each Affected Shipper. At the same time, the Shared Stock Level of the Affected Shipper shall be reduced by a quantity equivalent to the Quantity to be Offset and the Shipper's Shared Stock Level shall be increased by this same quantity

### **4.3 Force Majeure, Maintenance and Operational Security**

The Shipper's offsetting obligations shall be suspended under the same circumstances and according to the same terms and conditions as those explained in Article 16 of the General Terms and Conditions and in the event of application by the Operator of Articles 17 and 18 of the General Terms and Conditions.

### **4.4 Implementation of the Negative Stock and Offsetting Guarantee by the Operator due to lack of offsetting**

An Affected Shipper may ask the Operator to implement the Negative Stock and Offsetting Guarantee or use the sum paid by the Shipper following the injunction mentioned in paragraph 3.3 at the earliest seven (7) Days as from the Day on which the Quantity Offset was not received and, at the latest, three (3) Months as from this default. The Operator will be authorised to implement all or part of the Negative Stock and Offsetting Guarantee if the Shipper Responsible cannot prove to the Operator that it fulfilled its offsetting obligation.

The amount of the Guarantee triggered by the Operator shall be calculated by the Operator by multiplying the undelivered Quantity Offset by the PEG market price of the TRF area of the month of the inventory clearance increased by 10%.

## **5 WAIVER OF RECOURSE – ABSENCE OF JOINT AND SEVERAL LIABILITY**

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The Shipper waives the right to recourse against the other Shippers in respect of the damages that it may suffer in the situations referred to in paragraphs 3 and 4 above in excess of the amounts stipulated in Articles 3.3 and 4.2 of this Appendix.

There is no joint and several liability between Shippers under this Contract.

## **6 ACCEPTANCE**

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Acceptance of the provisions of this Appendix is a performance condition of the Contract. The Operator shall undertake to have this Appendix signed and to apply the provisions of this Appendix with respect to all Shippers, both present and future, who have subscribed to capacities at the Terminal.

The Shipper authorises the Operator to obtain, in its name and on its behalf, the acceptance of all new Shippers to the provisions of this Appendix 7.

## **7 DISPUTE RESOLUTION**

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Disputes between Shippers or between Shippers and the Operator in its capacity as agent under this Appendix shall be settled by the court designated in the General Terms and Conditions.

Signed in Bois-Colombes in two original copies, on .

For the Shipper

For the Operator