

**GRTgaz – CREOS**

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

**INFORMATION MEMORANDUM  
OPEN SEASON BINDING PHASE**

**FEBRUARY 2013**

## DISCLAIMER

All words with capital letters not defined in this document refer to definitions set forth in the Information Memorandum related to the Project and published by both TSOs on 2<sup>nd</sup> November 2010. This document (the "**Information Memorandum**") sets forth information regarding the new cross-border transmission capacity which is proposed to be increased by CREOS and GRTgaz from the French transmission system to the Luxemburg transmission system in the framework of the Project. This information is a complement of the information set forth in the Information Memorandum of 26<sup>th</sup> November 2010.

The Information Memorandum additionally provides details on the capacity product to be proposed to the market and highlights the coordinated development by CREOS and GRTgaz in the framework of the Binding Phase of the Open Season.

The Information Memorandum is disclosed to the market for information purposes only. The offering or not of new transmission capacity will be decided by CREOS and GRTgaz at their free and entire discretion, based on the results of the Open Season and this, in coordination with the French and Luxembourg regulatory authorities, respectively the CRE and the ILR. This document does therefore not constitute any commitment of CREOS and/or GRTgaz to offer or allocate the final product, new interconnection capacity, any service and to develop any infrastructure.

Without prejudice to the generality of the foregoing, CREOS and GRTgaz hereby disclaim all responsibility for changes to the implementation of the coordinated development as presented in the Information Memorandum. Such changes may result from amongst others financial and regulatory constraints defined by the competent regulatory authorities.

Each Prospective Shipper, in their capacity as professional operator, shall be responsible for seeking to obtain the accurate and relevant information needed for its own assessment and decision to respond to the invitation to subscribe contained in this Information Memorandum.

Additionally, the information contained in this Information Memorandum should not be considered to give rise to any contractual relationship between CREOS, GRTgaz (or any of their affiliated entities) and any interested party.

In this document, quantities are expressed in MWh/day. The interested party will use a GCV of 11,4 kWh/m<sup>3</sup>(n) in order to convert its request into normal cubic meter per hour at 0°C.

Capacities are offered at the following reference conditions: [GCV at 0°C; V(0°C,1.01325 bar)]. Please refer to ISO 6976 for the conversion factors of Gross Calorific Values (GCV) at different temperatures.

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## EXECUTIVE SUMMARY

On 2<sup>nd</sup> November 2010, CREOS and GRTgaz together launched a non-binding open season aimed at testing the market appetite for additional gas transmission capacity from France to Luxembourg. The Non-Binding Phase was closed on 31<sup>st</sup> January 2011 and both transmission system operators (TSOs) jointly analysed the capacity requests they received from the interested parties. In the meantime, CREOS and GRTgaz conducted some additional technical and economic studies in order to define a coordinated and market-based offer of transmission capacity in the framework of this Open Season.

Considering that the total requested capacity did correspond to the offered capacity, CREOS and GRTgaz jointly concluded that the conditions were met to proceed with a binding phase in order to meet the market demand and to achieve the objectives established by the European Commission for a single European natural gas market. Upon participants' requests, though, the TSOs decided to launch this binding phase later than foreseen initially.

This Information Memorandum sets out the proposed interconnection scenarios to offer capacity from France to Luxembourg as well as the procedure governing the Open Season process. The document has been established in coordination with the French and Luxembourg regulatory authorities, respectively the Commission de Régulation de l'Energie (CRE) and the Institut Luxembourgeois de Régulation (ILR).

By publishing this Information Memorandum, GRTgaz and CREOS launch the Binding Phase of their coordinated Open Season. The aim is to obtain binding long term requests for firm capacity from France to Luxembourg and evaluate the economic feasibility of the contemplated interconnection scenario put forward in the framework of the Project.

Depending on the level and nature of the market interest arising from the Open Season, the Project, in the framework of the Open Season, could trigger the development of the infrastructures corresponding to one of the indicative scenarios being studied in France and Luxembourg:

- In France:
  - (i) construction of a 11 km pipeline project with 300 mm diameter and construction of a metering and regulation station or
  - (ii) construction of a 60 km pipeline project with 500 mm diameter and construction of a metering and regulation station <sup>1</sup>
- In Luxembourg:
  - (i) or (ii) connecting pipeline.

The offered capacity today under study by both TSOs is:

- (i) 9 000 MWh/d or 35 000 m<sup>3</sup>(n)/h or
- (ii) 40 000 MWh/d or 160 000 m<sup>3</sup>(n)/h

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<sup>1</sup> In both cases, network reinforcements, in study, are required.

The intention is to make additional capacity available in November 2018. However, the actual commissioning date will depend on the level and type of investments required, as well as on permit constraints in France and Luxembourg.

Important note :

GRTgaz and CREOS have different balancing regimes. CREOS has a daily balancing system with hourly constraints , while GRTgaz is based on a daily balancing without Hourly Imbalance Tolerances ( HIT ).

Therefore, any capacity reservation in the entry/exit zones has to be consistent with the following rule :

**The daily booked capacity on GRTgaz network ( MWh/d ) must be equal to 24 times the CREOS hourly peak load ( MWh/h ).**

## FINAL SCOPE OF THE PROJECT

Two different scenarios for the development of additional capacity are proposed:

### Scenario 1:

Development of 9 000 MWh/d of firm capacity from GRTgaz network to CREOS network - 35 000 m<sup>3</sup>(n)/h.

- Infrastructures developed by GRTgaz: 11 km DN 300 pipeline and construction of the metering and regulation station;
- Infrastructures developed by CREOS: 2 km DN 300 pipeline.

5 years between FID and operation.

### Scenario 2 :

Development of 40 000 MWh/d capacity from GRTgaz network to CREOS network – 160 000 m<sup>3</sup>(n)/h.

- Infrastructures developed by GRTgaz: connection to the “Artère de Lorraine” pipeline in France – 60 km DN 500 pipeline and construction of the metering and regulation station.
- Infrastructures to be developed by CREOS: 2 km DN 500 pipeline.

5 years between FID and operation

Description of both projects are based on the GRTgaz Ten-Year Development Statement 2011-2020 document. For more details, please consult the Internet link of GRTgaz<sup>2</sup>.

The purpose of this Binding Phase is to invite Prospective Shippers to submit long term binding requests for the subscription of capacity from France to Luxembourg (“Binding Capacity Request Form” – Attachment 1 to be completed and sent to the Joint Allocation Office).

Parties interested in entering into discussions with GRTgaz and CREOS in connection with the Project will first be required to agree with the Confidentiality Agreement Form(s) (Attachments 2A and/or 2B to be completed and signed with GRTgaz and CREOS), if not already done during the Non-Binding Phase in 2011. The whole process of this Binding Phase is further detailed in this document.

After this Binding Phase, GRTgaz and CREOS will analyze the received Binding Capacity Requests and will in a preliminary step assess the economic feasibility of the project on the basis thereof. CREOS and GRTgaz will primarily only take into account Binding Capacity Requests with a minimum duration of 15 years for such assessment. Shorter term capacity requests might also be considered in addition to the long term capacity requests.

In the event the preliminary assessment shows that the Project is, in the sole opinion of CREOS and GRTgaz in coordination with the CRE and the ILR, economically feasible, CREOS and GRTgaz shall proceed jointly to the allocation of capacity in accordance with the allocation rules as defined under Section [3]. The indicative timetable is set forth in Section [10].

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<sup>2</sup> <http://www.grtgaz.com/en/home/major-projects/plan-decennial/10-year-development/>

Any joint allocation of capacity is subject to the final investment decision to be taken by the competent corporate bodies of both CREOS and GRTgaz.

## 1. BUNDLED CAPACITY OFFER

### France – Entry/Exit Model

GRTgaz sells transmission services in its system in the form of access to entry/exit zones.

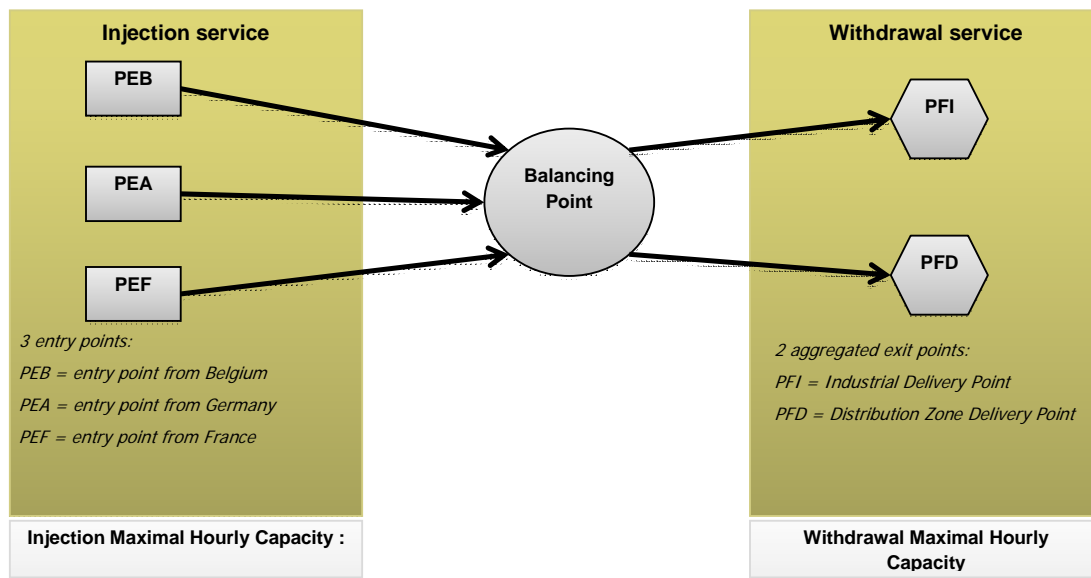
In this framework, Prospective Shippers active at PEG Nord will be able to book exit capacity at the interconnection between the two networks, and access the Luxembourg market, depending on their own needs.

### Luxembourg – Entry/Exit model

Becoming operational in 2012, the new model allows all the shippers to subscribe, during an Open Subscription Period, entry capacities at the cross border points with Belgium, France and Germany over different periods.

CREOS offers their Shippers two types of Transport Services:

- Entry Service: The possibility to enter gas into the Creos grid at a border point;
- Exit Service: The possibility to withdraw gas form the Creos grid to the PFI and / or PFD.



Key figures of the new CREOS model	
Capacity subscription	Free capacity subscription at the entry points : shippers can book capacity at any entry point independently of their existing client portfolio (anticipation allowed)
Capacity products	Entry capacity only, firm and interruptible Multi-annual capacity is also offered on top of annual and monthly capacity
Capacity Allocation Mechanisms & Congestion Management	Open Subscription Period (OSP) with pro rata allocation, and FCFS periods  Secondary market is organised so that shippers can trade capacity  UIOLI mechanisms are introduced as a last resort

The new access rules for CREOS transport capacity have come into effect on 7th April 2011 through regulation E11/21/ILR by the national regulation authority I.L.R.

### Project description

The Project consists in creating additional firm capacity from the PEG Nord to the Luxembourg market at a new interconnection point ("**NIP**"). The total capacity of this new interconnection will be either 9 000 MWh/d or 40 000 MWh/d depending on the final scenario to be developed. The maximum level of capacity offered on a long term basis through this open season process is either 8 100 MWh/d or 36 000 MWh/d respectively.

The related capacities will be available as of the commissioning of all required installations (the "**Indicative Start Date**", as further provided in the contractual documentation). According to the current timeline, commissioning of these installations is foreseen by November 2018.

The above Project description shall not constitute a commitment from any TSO with regard to the final design, timing and/or measures taken to provide the capacities offered or allocated under this Open Season, should the Project be implemented in whole or in part.

### Bundled firm capacity offered

The offer consists of creating additional capacity in order to provide a firm connection through a bundled capacity from PEG Nord to the Luxembourg market through the NIP by means of the following products:

1. **PEG Nord to NIP** offered by GRTgaz;
2. **NIP to Luxembourg market** offered by CREOS.



The total capacity offered will be either 8 100 MWh/d or 36 000 MWh/d depending on the Project, which will be decided according to the total amount of binding requests received and jointly allocated.

**Contractual set-up**

Capacity allocation will follow the rules described in Section [3]. It will be carried out by a joint allocation office led by CREOS to whom all Binding Capacity Request Forms shall be sent. The **PEG Nord to Luxembourg market** capacity is jointly offered by GRTgaz and CREOS. Shippers interested in such capacity will therefore be required to sign one contract with GRTgaz for the capacities offered from PEG Nord to NIP and another one with CREOS for the capacities jointly allocated from NIP to Luxembourg market (cf. Section [2]).

### **Review or change**

This Information Memorandum sets forth indicative information to the Prospective Shippers/interested parties. The description of the project and contractual set-up is subject to review or other change before or after the Indicative Start Date, particularly due to legal aspects. In such an event, the contractual documentation may be amended accordingly.

## **2. OPEN SEASON PROCESS OF BINDING PHASE**

Through this Binding Phase, CREOS and GRTgaz wish to assess the final level of market demand for long-term firm capacity from France to Luxembourg. CREOS and GRTgaz request any interested party to reserve bundled PEG Nord – Luxembourg capacities by means of the attached binding capacity request form (the **"Binding Capacity Request Form"** - Attachment 1), to be submitted to and received by the Joint Allocation Office led by CREOS no later than April 26<sup>th</sup> 2013 at 17:00 (the **"Subscription Window"**).

CREOS and GRTgaz will jointly analyse the Binding Capacity Request Forms and proceed to the final allocation of capacity of each product (**"Final Allocation"**). The allocation will be based on the Allocation Rules as defined in Section [3] of this document.

CREOS and GRTgaz will inform the Prospective Shippers having submitted a Binding Capacity Request on the Final Allocation no later than 15 working days after the end of the Subscription Window, if capacity bookings lead to a positive economic test .

### **GRTgaz network**

Should any capacity be allocated to a Prospective Shipper for the PEG Nord to NIP product, the Prospective Shipper will be required to enter into the agreement with GRTgaz for the anticipated subscription of capacities (Accord de Souscription Anticipée de Capacité au Nouveau Point d'Interconnexion avec GRTgaz- **"ASAC GRTgaz"**).

A draft ASAC GRTgaz is attached to the present Information Memorandum. Any interested party may send to GRTgaz its comments, questions, clarification needs and / or remarks no later than 15<sup>th</sup> March 2013 with respect to this ASAC. GRTgaz will reasonably endeavour to take them into account. The final ASAC GRTgaz to be signed between the Prospective Shipper/interested party and GRTgaz will be published by GRTgaz no later than April 15<sup>st</sup> 2013.

By signing the ASAC GRTgaz, the Prospective Shipper will undertake to execute the related transmission contract to be in effect once the capacity is deemed available.

### **CREOS network**

Should any capacity be allocated to a Prospective Shipper for the NIP to Luxembourg market product, the Prospective Shipper will be required to enter into the agreement with CREOS for the anticipated subscription of capacities (Accord de Souscription Anticipée de Capacité au Nouveau Point d'Interconnexion avec CREOS- **"ASAC CREOS"**)

A draft ASAC CREOS is attached to the present Information Memorandum. Any interested party may contact CREOS directly with any questions, clarification needs and / or remarks no

later than 15<sup>th</sup> March 2013 with respect to the ASAC CREOS. Creos will reasonably endeavour to take them into account, in cooperation with the ILR. The final ASAC CREOS to be signed between the Prospective Shipper/interested party and CREOS will be published by CREOS no later than April 15<sup>th</sup> 2013.

By signing the ASAC CREOS, the Prospective Shipper shall commit to have the related transmission contract in full legal effect once the capacity is deemed available.

### 3. ALLOCATION RULES

#### 3.1 Introduction

In this Binding Phase, Prospective Shippers are able to indicate, for each level of price between 160 and 250€/MWh/day/year, the maximum requested capacity from France to Luxembourg, together with the minimum allocation in which they are interested.

#### 3.2 Requirements

Prospective Shippers interested in booking capacity within the Subscription Window are required to submit their Binding Capacity Request Forms, duly completed for each price step, before the end of the Subscription Period, in accordance with section 2.

3.2.1 The Prospective Shipper shall indicate in the Binding Capacity Request Form for each price step:

- (i) the request of maximum transmission capacity (the "**MaxC**") expressed in MWh/day to contract from PEG Nord to Luxembourg market;
- (ii) the minimum transmission capacity (the "**MinC**") expressed in MWh/day below which the Prospective Shipper is not interested in any of the requested capacity across the product; and
- (iii) the duration, expressed in entire years, as from the Indicative Start Date.

3.2.2 The Binding Capacity Request Form shall not be subject to any condition, qualification or assumption other than those which are set forth in this Information Memorandum.

3.2.3 Upon request of CREOS or GRTgaz, the Prospective Shipper is required to demonstrate sufficient financial standing and ability to underwrite the long-term commitments.

#### 3.3 Allocation

An economic test has been defined by regulators in order to assess the economic viability of the Project and to approve the corresponding investments, including:

- the interconnection capacity to be developed between France and Luxembourg,
- the exit tariff in France for the capacity **PEG Nord to NIP** and the entry tariff for the capacity **to Luxembourg at NIP**.

This economic test and the allocation process will be applied by GRTgaz and CREOS under the supervision of the regulators.

Capacity available under this Subscription Window (the "**Total Available Capacity**"), as long as economic conditions are met, shall be allocated between those Prospective Shippers who have submitted Binding Capacity Requests which are fully compliant with all of the requirements set forth in section 3.2 of this Information Memorandum ("**Eligible Prospective Shipper**").

Capacity will be allocated according to the following process:

- 1) For each price level, the economic test will be performed according to the ratio of the total capacity requested to the extent of the total capacity offered on a long term basis either for the 9 GWh/d project or for the 40 GWh/d project.
  - a) When the economic test is successful, capacity will be first allocated to 15 year capacity requests.
    - i) If the total 15 year capacity requests are higher than the total capacity offered on a long term basis, then, capacity will be allocated on a pro rata basis.
      - (1) After this round, the Joint allocation office will verify if the 15 year capacity allocated to each Prospective shipper is equal or higher than the minimum capacity requested in the application form (MinC).
        - (a) If so, the allocation process for this price level will be finished.
        - (b) In case some shippers are not allocated enough 15 year capacity compared to the minimum capacity requested, their request will not be taken into account for the corresponding price level. The allocation process, for this price level, will be run a second time without their request, starting by assessing the economic viability of the project again with the revised amount of requested capacity.
      - ii) If the total 15 year capacity requests are lower than the total capacity offered on a long term basis, then, 14 year capacity requests will also be taken into account. If the total of 15 and 14 year capacity requests is higher than the total capacity offered on a long term basis, then 15 year capacity requests will be first allocated according to the demand and then the 14 year capacity requests will be allocated on a pro rata basis.
        - (1) After this round, the Joint allocation office will verify if the 14 year capacity allocated to each Prospective shipper is equal or higher than the minimum capacity requested in the application form (MinC).
          - (a) If so, the allocation process for this price level will be finished.
          - (b) In case some shippers are not allocated enough 14 year capacity compared to the minimum capacity requested, their request will not be taken into account for the corresponding price level. The allocation process, for this price level, will be run a second time without their request, starting by assessing the economic viability of the project again with the revised amount of requested capacity.
        - iii) The entire process shall be repeated until all contract durations are taken into account to the extent of the available capacity that is offered on a long term basis.
      - b) Once the allocation process has been performed for each price level where the economic test has been successful, the capacity will finally be allocated at the price level maximizing long term revenues and therefore the economic viability of the project.

### 3.4 Commitment

The submission of a Binding Capacity Request constitutes a legally binding, irrevocable and unconditional offer by the Prospective Shipper to subscribe to the capacities allocated to the Prospective Shipper, pursuant to and in accordance with the terms of this Information Memorandum. By submitting the Binding Capacity Request and upon first demand by CREOS and/or GRTgaz, the Shipper undertakes and agrees to enter into the final ASAC with CREOS and, provided that the Shipper has been allocated capacities offered by GRTgaz, into the final ASAC with GRTgaz, each in the form as published during the Binding Phase by each TSO.

3.4.1 CREOS:

- (i) shall only be considered as having accepted the Binding Capacity Request of the Shipper once CREOS and the Prospective Shipper have executed the ASAC;
- (ii) shall in no way be liable for damages of any nature in the event (a) the Prospective Shipper is not allocated the requested capacity, or (b) CREOS does not enter in the ASAC.

3.4.2 GRTgaz:

- (i) shall only be considered as having accepted the Binding Capacity Request of the Shipper once GRTgaz and the Prospective Shipper have executed the ASAC;
- (ii) shall in no way be liable for damages of any nature in the event (a) the Prospective Shipper is not allocated the requested capacity, or (b) GRTgaz does not enter into the ASAC.

#### 4. REGULATION AND TARIFF

Prior to the publication of this Information Memorandum, GRTgaz and CREOS have consulted their respective national regulatory authorities (CRE and ILR) with regard to the applicable tariff framework and the capacities offered through the coordinated Open Season.

CRE and ILR will act within their respective areas of competence, as set out in the French and Luxembourg national frameworks for energy regulation.

The marketing of transmission capacities is currently regulated by the EU Directive 2009/73, which provides a regime of regulated transmission tariffs and third-party access.

##### France

The current open season aims at developing one of the two following projects of creating an interconnection point between France and Luxembourg:

	Scenario 1	Scenario 2
Developed capacity	9 000 MWh/d of firm capacity	40 000 MWh/d of firm capacity
Commercialised capacity	8 100 MWh/d of firm capacity	36 000 MWh/d of firm capacity
New required infrastructures on GRTgaz network	11 km DN 300 pipeline and construction of the metering and regulation station	connection to the Artère de Lorraine in France – 60 km DN 500 pipeline and construction of the metering and regulation station
Estimated amount of the investment	19 M€ <sub>2012</sub>	66 M€ <sub>2012</sub>

The Prospective Shippers are asked to submit requests of exit capacity (on the French side) for each price step of 10 €/MWh/d/y from 160 €/MWh/d/y to 250 €/MWh/d/y.

If the capacity requests are sufficient, CRE will define, within this range, the applicable tariff for the use of the exit capacity at the commissioning of the project, ensuring this tariff will cover GRTgaz costs. After 2018, this tariff will be regularly adjusted according to the general evolution of GRTgaz tariffs.

##### Luxembourg

The tariff calculation methodology is defined by ILR Regulation on the basis of article 29 of the Gas Act from 7<sup>th</sup> August 2012<sup>3</sup>. The methodology currently applicable is set by Regulation E12/06/ILR from 22<sup>nd</sup> of March 2012. - Methods for determining the usage tariffs of transport and distribution networks for the period 2013 to 2016<sup>4</sup>. Any changes to the methodology will be discussed previously in a public consultation process.

<sup>3</sup> Loi du 7 août 2012 modifiant la loi modifiée du 1er août 2007 relative à l'organisation du marché du gaz naturel

<sup>4</sup> Règlement E12/06/ILR du 22 mars 2012 fixant les méthodes de détermination des tarifs d'utilisation des réseaux de transport, de distribution et des services accessoires à l'utilisation des réseaux pour la période de régulation 2013 à 2016 et abrogeant le règlement E09/04/ILR du 2 février 2009

The TSO is entitled to recover through regulated tariffs the costs necessary to accomplish its regulated tasks defined in the Gas Act and an adequate return on investment. Grid access tariffs are then defined under the principles of objectivity, transparency and non-discrimination.

Infrastructures to be developed by CREOS will be integrated in the regulatory asset base and their costs will be recovered through the regulated tariffs. Furthermore, the overall tariff impact is dependent on the level of binding shipper requests. According to present projections, the tariff increase for firm capacity booking in the CREOS grid will not exceed 3.3 €/Nm<sup>3</sup>/h for both scenarios.



## **5. CREDITWORTHINESS**

GRTgaz and/or CREOS need interested parties to subscribe to long-term commitments in order to underpin the necessary investments. It would then be required from the interested parties to demonstrate sufficient financial standing to underwrite these commitments under the applicable agreements to be entered into with GRTgaz and/or CREOS.

The interested parties will be requested to provide GRTgaz and/or CREOS with financial guarantees to cover their commitments towards GRTgaz and/or CREOS with regard to the capacity requested under the Binding Phase of this Open Season and once allocated in the framework of the ASACs and respective transmission contracts.

## **6. CONFIDENTIALITY AGREEMENT**

Unless already signed during the Non-Binding Phase Prospective Shipper shall complete, sign and send in two original copies of the attached Confidentiality Agreement Form(s), Attachments 2A and 2B, to GRTgaz and CREOS respectively. The Confidentiality Agreement Form(s), duly completed and signed, should be submitted to GRTgaz and CREOS no later than March 15<sup>th</sup> 2013. The participation in this Open Season and access to further information and documents to be eventually given to Prospective Shippers during the Open Season is subject to reception in due time of the duly completed and signed Confidentiality Agreement Form(s).

## **7. POWER OF ATTORNEY**

The legal representative executing the Binding Capacity Request Form in the name of and on behalf of the Prospective Shipper is requested to submit the relevant supporting document of his/her authorization to represent the Prospective Shipper.

The document provided to GRTgaz and CREOS shall be in line with the templates in Attachment 5 and a copy of the power of attorney shall be joined to the Binding Capacity Form.

## **8. JOINT ALLOCATION OFFICE**

All Binding Capacity Request Forms should be received by the Joint Allocation Office by the end of Subscription Window. Binding Capacity Request Forms shall be sent to:

**Joint Allocation Office**  
**To the attention of Mr. Marc Meyer**

**CREOS Luxembourg S.A.**  
Grid Strategy and Asset Management  
**L – 2084 Luxembourg**

## **9. POINT OF CONTACT**

Any requests for additional information or questions in relation to the Project and/or this Information Memorandum should be addressed to:

### **GRTgaz**

Direction Commerciale

To the attention of Mr. Laurent Cornibert

6 rue Raoul Nordling

92 277 BOIS COLOMBES CEDEX

FRANCE

e-mail : [acces-reseau-accueil@grtgaz.com](mailto:acces-reseau-accueil@grtgaz.com)

or :

### **CREOS Luxembourg S.A.**

#### **Grid Strategy and Asset Management**

To the attention of Mr. Marc Meyer

L – 2084 Luxembourg

e-mail: [marc.meyer@creos.net](mailto:marc.meyer@creos.net)

## **10. INDICATIVE TIMETABLE**

### **(i) 1<sup>st</sup> March 2013**

Launching of Binding Phase and publication of:

- Information Memorandum
- Draft ASAC GRTgaz for remarks (GRTgaz)
- Draft ASAC CREOS for remarks (CREOS)
- Confidentiality Agreement (Attachments 2A and 2B)
- Binding Capacity Request Forms (Attachment 1)
- Power of Attorney (Attachment 5)

### **(ii) 1<sup>st</sup> March to 1<sup>st</sup> April:**

- Depending on general interest, either a Shippers' Meeting or bilateral meetings with Prospective Shippers to discuss the scope of the offer and the project will be held. In case of limited interest, bilateral meetings will be organized upon request on an individual base, while in case of high response, the organization of a Shippers' Meeting will be announced in due time, both individually and by public press and on-line media release.

### **(iii) 15<sup>th</sup> March 2013**

- Deadline for the signing of Confidentiality Agreements if not already signed in the Non-Binding phase
- Deadline for comments to the ASAC GRTgaz and/or CREOS

### **(iv) 15<sup>th</sup> April 2013**

Publication of the final ASACs by GRTgaz and by CREOS

### **(v) 10<sup>th</sup> May 2013**

Deadline for the submission of Binding Capacity Forms by Prospective Shippers

### **(vi) 31<sup>st</sup> May 2013**

Final Allocation

### **(vii) 28<sup>th</sup> June 2013**

Deadline for the signing of ASACs with GRTgaz and with CREOS

### **(viii) 1<sup>st</sup> July 2013**

Publication of the results of this Open Season

### **(ix) November 2018**

Indicative Start Date for the capacities offered in the Open Season

This indicative schedule may be modified by the TSOs if internal and / or external circumstances require it. Both TSOs will inform all interested parties about any modification of the above timetable. In any case, the Final Allocation should be confirmed to potential subscribers no later than 15<sup>th</sup> June 2013 and the Open Season should end no later than 31<sup>st</sup> July 2013

**GRTgaz – CREOS**

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

**INFORMATION MEMORANDUM**

**ATTACHEMENT 1 : BINDING CAPACITY REQUEST FORM**

**DOCUMENT TO BE SENT TO CREOS S.A.**

**Binding Capacity Request Form**  
**Open Season**  
**Transmission Capacity from France to Luxembourg**

**1. Prospective Shipper information**

Name: .....

Type of legal entity: .....

Country of incorporation: .....

Registered office address: .....

.....

.....

Hereinafter referred to as "**Prospective Shipper**"

Contact person: .....

Phone: .....

Fax: .....

E-mail: .....

2. Reference is made to the Information Memorandum as jointly published by CREOS and GRTgaz on 15<sup>th</sup> February 2013. Capitalized words in this Binding Capacity Request shall refer to the words defined in the Information Memorandum.
3. By submitting the present Binding Capacity Form, the Prospective Shipper irrevocably and unconditionally offers to subscribe to, under the terms and conditions of the Information Memorandum, the capacities in the quantities and duration as indicated below within this Binding Capacity Request Form.
4. The Prospective Shipper hereby requests the following MaxC and MinC, and Duration expressed in number of years from Indicative Start Date:

The form shall be completed in MWh/day in order to facilitate the completion of Binding Capacity Request Form. The interested party will use a GCV of 11,4 kWh/m<sup>3</sup>(n) in order to convert its request into m<sup>3</sup>(n)/h at 0°C.

Capacities are offered at the following reference conditions: [GCV at 0°C; V(0°C,1.01325 bar)]. Please refer to ISO 6976 for the conversion factors of Gross Calorific Values (GCV) at different temperatures.

The daily capacity requested by shippers corresponds to 24 times the maximum hourly capacity needed on both systems. Please take this point into account when calculating your capacity needs at this interconnection point.

Please indicate the capacity you would like to request at the interconnection point for each different pricing level for the exit tariff in France.

Firm capacity from France to Luxembourg			
		Duration	Requested Capacity In MWh/day
Pricing Level (€/MWh/day/year)	Exit tariff from GRTgaz to Creos  (in Euro 2018)	Number of years	Requested capacity  MaxC  Minimum required capacity  MinC
160			
170			
180			
190			
200			
210			
220			
230			
240			
250			

- MaxC shall be strictly higher than 0 MWh/day and lower than 36 000MWh/day;

- If no MaxC and / or no duration is defined, the Binding Capacity Request Form will not be taken into account by the Joint Allocation Office;
  - MaxC shall be higher than MinC;
  - If no MinC is defined, then MinC = 0 MWh/day.
5. The Prospective Shipper acknowledges and agrees, as provided in Section [3] of the Information Memorandum, that the submission of this Binding Capacity Request Form constitutes a legally binding, irrevocable and unconditional offer by the Prospective Shipper to subscribe the capacities allocated to the Prospective Shipper pursuant to and in accordance with the terms of the Information Memorandum. By submitting the Binding Capacity Request Form and upon first demand by CREOS and GRTgaz, the Prospective Shipper undertakes and agrees to enter into the ASAC GRTgaz and ASAC CREOS, respectively, provided that the Shipper has been allocated offered capacities, each in the form as published after consultation.

Signed by:

Title:

Duly authorised on behalf of:

Date:

*Completed Binding Capacity Request Forms must be delivered by 10th May  
2013- 17:00 hours to:*

**Joint Allocation Office  
To the attention of Mr. Marc Meyer**

**CREOS Luxembourg S.A.**  
Grid Strategy and Asset Management  
**L – 2084 Luxembourg**

e-mail : marc.meyer@creos.net

**GRTgaz**

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

**INFORMATION MEMORANDUM**

**ATTACHEMENT 2A : CONFIDENTIALITY AGREEMENT FORM - GRTgaz**



**CREOS**

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

**INFORMATION MEMORANDUM**

**ATTACHEMENT 2B : CONFIDENTIALITY AGREEMENT FORM - CREOS**

**CREOS**

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

**INFORMATION MEMORANDUM**

**ATTACHEMENT 3 : DRAFT ASAC CREOS**

**GRTGAZ**

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

**ATTACHEMENT 4 : DRAFT ASAC GRTGAZ**

**GRTGAZ - CREOS**

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

**INFORMATION MEMORANDUM**

**ATTACHEMENT 5 : POWER OF ATTORNEY – GRTGAZ / CREOS**

**Model 1 :**

I, the undersigned, [Name + Title ] of [company], having its registered office at XX in XX with a capital of Euros XXX and registered under N° XXX XX [*or equivalent*],

In pursuance of powers given to me by [Name + Title ]of [company] on , [date], hereby represent being duly authorized to [scope of powers ] in the name and on behalf of [company].

Made in ..... , on .....

Name  
Position<sup>5</sup>

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**Model 2 :**

I, the undersigned, [Name + Title ], of [company], having its registered office at XX in XX with a capital of Euros XXX and registered under N° XXX XX [*or equivalent*] ,

In pursuance of powers given to me by [Name + Title ] of [company] on [date]

Hereby give authority to :

Mr.

To [scope of powers ] in the name and on behalf of [company]

Made in ..... , on .....

Name  
Position<sup>6</sup>

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Attch. Copy of the POA

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