

# TRANSMISSION AGREEMENT

## INTERRUPTIBLE FORWARD FLOW

This transmission agreement (the "Agreement") is made and entered into on ....., .....,  
by and between:

BBL Company V.O.F., whose principal place of business is at Concourslaan 17, Groningen, the Netherlands, hereinafter referred to as "BBL Company",

and

.....,  
whose principal place of business is at ....., .....,  
....., hereinafter referred to as "Shipper".

Whereas, *BBL Company* and *Shipper* wish to enter into an agreement concerning transmission of natural gas on an interruptible basis from the Netherlands to the United Kingdom via the Balgzand Bacton pipeline,

Therefore, *BBL Company* and *Shipper* agree the following:

- The *Agreement* is governed by the General Terms and Conditions Forward Flow 2008-02, including any amendments thereof (hereinafter referred to as "*GTC Forward Flow*").
- The definitions used in the *Agreement* shall have the meaning as described in the *GTC Forward Flow*.
- *Shipper* contracts the following capacity:  
*Interruptible Transmission Capacity* (in kWh per Hour):.....  
*Start Date*: .....  
*End Date*: .....
- The component T1 of the fee to be paid by Shipper, subject to the reductions as provided for in Article 11.4 of the *GTC Forward Flow*, is chargeable in Euro (€) per twelve (12) consecutive *Months* or, in case of a *Contract Period* less than twelve (12) consecutive *Months*, for the *Contract Period*. Each month an equal installment shall be invoiced.

T1 shall be equal to  $TC * INDEX * TT$ , where:

$TC = \text{Transmission Capacity}$  (expressed in *kWh per Hour per Contract Period*), and

$INDEX = I1/I0 * [0.75 + (0.25 * (I2/I1))]$ , where:

$I0 =$  the arithmetic mean, rounded to one (1) decimal place, of the values of  $I$  for the twelve (12) calendar months in the period starting at the 1st of the same calendar month, in the year 2002, as the calendar month which is three (3) months preceding the calendar month of the *Start Date* and ending twelve (12) months later, and

$I1 =$  the arithmetic mean, rounded to one (1) decimal place, of the values of  $I$  for the twelve (12) calendar months in the period starting fifteen (15) calendar months preceding the *Start Date* and ending twelve (12) months later, and

$I2 =$  the arithmetic mean, rounded to one (1) decimal place, of the values of  $I$  for the twelve (12) calendar months immediately preceding the three (3) calendar months immediately preceding the *Start Date* or, as the case may be, the anniversary of the *Start Date*, to which the Month for which the amount payable applies belongs, and

$I =$  from January 2007 the value of the consumer price index as published by the 'Centraal Bureau voor de Statistiek' series 'Alle huishoudens, afgeleid, basis 2006 = 100' and before January 2007 the value consumer price index as published by the 'Centraal Bureau voor de Statistiek' series 'Alle huishoudens, afgeleid, basis 2000 = 100' which value has to be multiplied with a factor 0.887,

and

$TT =$  the non indexed transmission tariff in *Euro (€)* per *kWh per Hour* per twelve (12) *Months* or, in case of a *Contract Period* less than twelve (12) consecutive *Months*, for the *Contract Period*, where:

1) in case of a *Contract Period* of one (1) *Month* up to twelve (12) *Months*  $TT$  shall be the minimum of  $[0.90*(4.948 + N * 0.16)]$  and  $[0.90*(0.6868$  plus the sum of *Monthly* tariffs)], where  $N$  is the integer expressing the term of the *Contract Period* in whole *Months* and the *Monthly* tariff is equal to the following:

<u>Month:</u>	<u>Monthly tariff:</u>
January – April	$6.868*0.2$
May – September	$6.868*0.1$
October – December	$6.868*0.2$ , and

2) in case of a *Contract Period* of one (1) or more *Days*  $TT$  shall be equal to  $0.90*(0.6868/15$  plus the sum of the *Daily* tariffs) and the *Daily* tariff is equal to the following:

<u>Month:</u>	<u>Daily tariff:</u>
January – April	$6.868*0.2/15$
May – September	$6.868*0.1/15$
October – December	$6.868*0.2/15$

- The component T2 of the fee to be paid by *Shipper* shall be determined according to the *GTC Forward Flow*.
- The contact details of *Shipper* are:

Telephone: ..... (dispatching centre)  
 ..... (switchboard, only during office hours)  
 Telefax: ..... (dispatching centre)  
 ..... (switchboard, only during office hours)  
 Address : .....  
 .....  
 .....

In witness whereof *Parties* have executed the *Agreement* on the day and year first above written.

For and on behalf of *BBL Company*:

For and on behalf of *Shipper*:

Name .....

Name .....

Position .....

Position .....

Signature .....

Signature .....