



Contract providing access to the LNG terminal

Appendix 1

General Terms and Conditions

Version of the 1st of January 2010

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0 DEFINITIONS

In this Contract, the following terms shall have the meanings given in both singular and plural.

Unless otherwise specifically indicated, the time reference is statutory French time.

Allocation Rule: rule for allocating access capacities at the Terminal, as defined in appendix 5.

Approval procedure: procedure enabling the Vessel to be scheduled at the Terminal in accordance with the Operator's security standards, as provided for in article 8.1 of the General Terms and Conditions and in appendix 3.

Arrival Date: Day on which the Vessel Arrival Notice is received by the Operator.

Beginning of Sea Passage (BSP): Day and Hour in which the Vessel leaves the Loading Port.

Billing Period: refers to the Validity Period, when less than one (1) year. When the Validity Period is one (1) year or more, this refers to a period of one year beginning on the Validity Start Date, or on its anniversary date, except for the last year of the Validity Period where it refers to the period between the anniversary date and the Validity End Date.

Bunkering: supplying the Vessel with fuel.

Call: Vessel's stay within the limits of the port.

Captain: individual commanding the Vessel.

Cargo: natural gas in the liquid or gas phase contained in the tanks and manifolds of a Vessel.

Cargo Measuring Equipment: all sampling, measuring, component analysis, calculation, remote transmission and Cargo Recognition equipment and procedures, both in the Terminal and on the Vessel, used by the Operator to determine the Quantities Unloaded and the characteristics and the Energy Content of the Natural Gas sampled, in accordance with appendix 4.

Cargo Recognition: operation performed by the Vessel, consists of determining the volume, temperature and pressure of the Cargo in the Vessel's tanks just before and just after transferring the Cargo.

Charterer: the time-charterer of the Vessel

Classification Company: inspection company providing technical monitoring of the Vessel throughout its existence, on the Ship Owner's behalf.

Commercial Operations: all Unloading and provisioning operations carried out when the Vessel is berthed.

Continuous Service: regasification service for Shippers that have subscribed for an annual average of at least one cargo a month at a terminal, or, if the Operator so chooses, Shippers that have subscribed for at least ten (10) Cargoes over a one-year period. As part of this service, the Operator provides a

continuous supply which is as regular as possible, according to the Terminal's global Unloading schedule.

Contract: this contract, as defined in article 1 of the General Terms and Conditions.

Contractual Quantity Unloaded (QDC): total quantity of energy, expressed in MWh (GHV), that the Shipper plans to unload at the Terminal during a given Billing Period; the QDC value is defined in appendix 2 for each Billing Period of the Contract.

Contractual Schedule: scheduling including, for a given Billing Period, one or other of the following two series of information:

- o Contractual Schedule 1: Month by Month breakdown of the Contractual Quantity Unloaded and the Contractual Number of Unloading operations agreed between the Parties, and included in the Special Conditions,
- o Contractual Schedule 2: breakdown of the Contractual Schedule 1 indicating, for each Cargo to be unloaded, the scheduled Arrival Date, the name, or, if unavailable, the capacity, of the vessel and the Loading Port. This program is drawn up in accordance with the current Allocation Rule.

The term Contractual Schedule as used in articles 9.10.4 and 10.2 of the General Terms and Conditions, refers to Contractual Schedule 1.

The term Contractual Schedule as used in articles 3, 5.1.2, and 9.11 of the General Terms and Conditions, refers to Contractual Schedule 2.

The term Contractual Schedule as used in article 17 of the General Terms and Conditions may refer to Contractual Schedule 1 or Contractual Schedule 2.

Daily Forecasted Quantity to be Sent Out: quantity of energy, expressed in MWh/day (GHV), that the Operator intends to schedule during Month M for Month M+1 at the PITTm. This quantity is determined by applying the rules defined in article 5 of the General Terms and Conditions.

Daily Nominated Quantity to be Sent Out: quantity of energy, expressed in MWh/day (GHV), that the Shipper assigns to the Operator on Day D as the quantity it wants to send out on Day D+1 at the PITTm, in accordance with the rules defined in article 5 of the General Terms and Conditions.

Daily Quantity Sent Out: quantity of energy, expressed in MWh (GHV), delivered on a given Day by the Operator at the PITTm. This quantity is determined by applying the rules defined in article 11 of the General Terms and Conditions.

Daily Scheduled Quantity to be Sent Out: quantity of energy, expressed in MWh/day (GHV), scheduled by the Operator on Day D for Day D+1 at the PITTm. This quantity is determined by applying the rules defined in article 5 of the General Terms and Conditions.

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Day: period beginning at 06:00 (6 a.m.), statutory local time, on a given day and ending at 06:00 (6 a.m.), statutory local time, on the next day. The date of a Day is the date of the day on which the Day starts.

Early Send-Out Service: additional regasification service offered to Shippers that have subscribed for a spot service or a uniform service, allowing them to begin sending out their cargo up to two days before the Unloading Date, on the condition that a guarantee is provided to the operator for the quantities to be sent out early.

Energy Content: quantity of energy, expressed in MWh (GHV), contained in a given quantity of Natural Gas or LNG.

Estimated Time of Arrival (ETA): planned arrival and pilot takeover time (Pilot Boarding Station) of the Vessel in the Unloading Port. The *modified* ETA concept implies a change to the planned ETA compared with the last forecast sent by the Vessel to the Operator during its sea journey, in excess of:

- o three Hours for forecasts given 7 Days, 48 Hours and 24 Hours before arrival,
- o one Hour for a forecast given six Hours before arrival.

First Unloading Date: Unloading date scheduled for the first Unloading under the Agreement, as defined in the Special Conditions.

Fixed LNG Inventory Transfer Rate (TTSF): all-inclusive tariff for taking out a subscription to the LNG Inventory Transfer service, in accordance with article 9 of the General Terms and Conditions, expressed in euros per month and defined in appendix 2.

Gas Measuring Equipment: all measuring and calculation equipment, remote transmission equipment, and calculation systems or procedures, used by the Operator to determine the quantities of Natural Gas delivered at the PITTM and their Energy Content.

Gas Restitution: restitution in kind of the surplus Gas Taken Off, as outlined in article 9.8 of the General Terms and Conditions.

Gas Taken Off: taking off in kind pursuant to article 9.7 of the General Terms and Conditions.

General Conditions: part of the Contract formed by the document herein, including definitions and twenty-seven (27) articles.

Gross Heating Value (GHV): quantity of heat, expressed in kWh, which would be released by the complete combustion at a pressure of 1.01325 bar of one m³ (n) of dry gas taken under real conditions (volume GHV) or one kilogram of dry gas (mass GHV) in the air, all the combustion products being considered to be at the same temperature of 0°C and at the same pressure of 1.01325 bar as those of the reacting bodies (dry gas and air), all in the gaseous state except the combustion water which is considered to be in the liquid state. The mass GHV is designated as Hm and the volume GHV as Hv.

Gross Heating Value (GHV 25°C): gross heating value GHV, but with all combustion products being at the same temperature, 25°C, rather than at 0°C.

Guarantee: guarantee given by the Shipper to the Operator, as defined in article 10.1 of the General Terms and Conditions.

Hour: period of sixty (60) consecutive minutes starting and ending on the hour.

International Maritime Organisation (IMO): UN body responsible for the preparation of international maritime regulations.

Inventory Level: quantity of energy, expressed in MWh (GHV), as defined in article 4 of the General Terms and Conditions.

Inventory Variation: quantity of energy, expressed in MWh (GHV), as defined in article 4 of the General Terms and Conditions.

Joint Ship/Shore Safety Plan (PCSTN): plan drawn up jointly by the Operator and the Ship Owner as described in appendix 3.

LNG (Liquefied Natural Gas): Natural Gas in liquid state.

LNG Inventory Transfer: additional service for the exchange of LNG quantities stored between shippers inside the Terminal, expressed in MWh (GHV), as defined in the procedure described in article 4 of the General Terms and Conditions.

LNG Inventory Transfer Quantity: quantity of energy, expressed in MWh (GHV), delivered to, or received from, the Shipper by way of LNG Inventory Transfers as described in article 4 of the General Terms and Conditions.

Loading Certificate: document referred to in article 12.2 of the General Terms and Conditions, including all the information listed in appendix 4.

Loading Port: port in which the Cargo is Loaded onto the Vessel.

Loading: operation intended to transfer a Cargo from the liquefaction plant to the Vessel.

Mean Interval Between Cargoes (N): time expressed in as a fraction of a month, equal to the quotient of twelve (12) by the Number of Unloading operations (ND) over the Billing Period concerned, not exceeding one month.

Metrology Body: body authorised to draw up and validate Vessel gauging scales and certify instrumentation (e.g., levels, temperature sensors, chromatographs) used for Cargo recognition.

Month: period beginning at 06:00 (6 a.m.) on the first day of a given calendar month and ending at 06:00 (6 a.m.) on the first day of the next calendar month.

Monthly Schedule: monthly schedule drawn up by the Operator which stipulates the Windows of Arrival and the daily send-out quantities pursuant to article 5 of the General Terms and Conditions.

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Monthly Schedule Request: request sent each month by the Shipper to the Operator for the next month, in accordance with article 5.1 of the General Terms and Conditions.

Natural Gas: inflammable, colourless gas, mainly consisting of methane.

Network: set of structures, installations and systems operated by, or under the responsibility of, the Network Operator.

Network Operator: entity operating the Network to which the Terminal is connected and a party to the Transmission Contract.

Normal Cubic Meter (m³(n)): quantity of gas which, at zero (0) degrees Celsius and at an absolute pressure of 1.01325 bar, occupies a volume of one (1) cubic meter.

Notice of Arrival: document issued by the Captain when the Vessel is ready to berth, in accordance with article 7.1 of the General Terms and Conditions, the model of which is included in appendix 3.

Notice of Operator Force Majeure: notification made by the Operator to the Shipper pursuant to article 13 of the General Terms and Conditions.

Notice of Shipper Force Majeure: notification made by the Shipper to the Operator pursuant to article 13 of the General Terms and Conditions.

Number of Contractual Unloading Operations (NDC): total number of Unloading operations that the Shipper plans to carry out during a given Billing Period; the NDC value is defined in appendix 2 for each Billing Period of the Contract.

Number of Unloading operations (ND): total number of Unloading operations carried out by the Shipper over a given period.

Number of Unloading Operations Rate (TND): unit tariff applied to the number of Unloading operations in accordance with article 9 of the General Terms and Conditions, expressed in euros and defined in appendix 2.

Oil Companies International Marine Forum (OCIMF): professional association that, notably, writes standards applicable to the mooring of Vessels and the safety quality audits conducted on tankers.

Operational Instruction: instruction given by the Operator to the Shipper concerning the performance of the Contract, as referred to in article 15 of the General Terms and Conditions.

Operational Procedures: part of the Contract embodied by its appendices 3 and 4, describing the respective obligations of the Parties with regard to the operational aspects of Contract performance and in particular to Vessels' Calls and measurements of Unloaded Quantities.

Operations Sheet: form defining the Unloading parameters and the sequence of operations performed within the framework of the transfer of the Cargo to the Terminal during the Call, and the model of which is included in appendix 3.

Operator: party having signed the Contract with the Shipper. The Operator operates the LNG Terminal, under the contract, which can accommodate Cargoes of Liquefied Natural Gas.

Parent Company: means (i) any company listed on a regulated market monitoring the Shipper directly or indirectly, (ii) and if no listed company monitors the Shipper, any unlisted company or entity ultimately monitoring the Shipper, without this company or entity itself being monitored by a company or entity. For the purposes of this definition, the check is as defined in Article 233-3 of the Commercial Code or, for shares held by foreign companies, any equivalent standard by virtue of the legislation applicable to these companies. Whatever the case, a company shall be deemed to be controlled by another entity whenever the latter directly or indirectly holds more than 50% of the total shares in the said company, on the understanding that to calculate the share holding in the Shipper's company capital, the percentage of the share holding in the Shipper's company must be adjusted by the fraction of each intermediate share holding of each company having a direct or indirect interest in the Shipper's capital.

Party: any of the parties to the Contract.

Pilot Boarding / Disembarking Station (PBS): area at the entrance of the Unloading Port where the pilot is transferred, as defined in appendix 3.

Port Authorities: administrative authorities defined in appendix 2 responsible for the management of the Unloading Port and the movements of Vessels.

Port Services: services requested by the Captain from specialised companies with regard to berthing and casting off, plus some operations performed during the call, such as pilot services, towing, linesmen (or boatmen) and shipping agency services.

Preliminary Meeting: meeting between the Captain and the Operator before the Transfer of the Cargo, pursuant to appendix 3.

Proportional LNG Inventory Transfer Rate (TTSP): unit tariff applied to the LNG Inventory Transfer Quantities delivered or received in accordance with article 9 of the General Terms and Conditions, expressed in euros per MWh and defined in appendix 2.

Prudent and Reasonable Operator: legal entity or individual acting in good faith with the intention of performing its contractual obligations and which/who, in order to do this, applies the skills, diligence, prudence and foresight that are reasonably and habitually applied by a competent and experienced professional acting in accordance with the laws and regulations in similar circumstances and conditions.

Quantity Unloaded: quantity of energy, expressed in MWh (GHV), equal to the Cargo Energy Content transferred to the Terminal during Unloading and determined by applying the rules and formulas defined in article 11.

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Reception: set of operations carried out by the Operator with a view to accommodating the Vessel and unloading its Cargo at the Terminal.

Regasification: operation involving converting the LNG into gas in the gaseous state to make it available to the Shipper at the PITTM.

Regasification Capacity Use Rate (TUCR): unit tariff applied to the Mean Interval Between Cargoes (N) and to the Quantities Unloaded in accordance with article 9 of the General Terms and Conditions, expressed in euros per month per MWh and defined in appendix 2.

Regularity Rate (TR): unit tariff applied to the Seasonal Difference (DS) in accordance with article 9 of the General Terms and Conditions, expressed in euros per MWh and defined in appendix 2.

Scheduling: procedure pursuant to article 5 of the General Terms and Conditions.

Seasonal Difference (DS): difference as an absolute value, calculated over the Billing Period considered and expressed in MWh (GHV), between the total Quantities Unloaded during the winter period (1 October – 31 March) and the total Quantities Unloaded during the summer period (1 April - 30 September).

Send-Out: operation involving the delivery at transmission-LNG terminal interface point of the quantities of Liquefied Natural Gas obtained from Regasification.

Send-Out Postponement Service: additional regasification service offered to Shippers that have subscribed for a Spot Service or a Uniform Service, allowing them to begin sending out their cargo up to two days after the Unloading Date.

Ship Owner: Vessel owner

Ship/Shore Checklist: document jointly filled by the Vessel and the Terminal before any operation is carried out on the Cargo in accordance with appendix 3, defined by the French regulation on the transport and handling of hazardous goods in sea ports (RPM), as amended by the decrees of 10 July 2001, 16 July 2002, 18 November 2004, 12 April 2006, 22 December 2006, 3 May 2007 and 28 January 2008.

Shipper: party having signed the Contract with the Operator.

Shipper's Designated Representative: Shipper's representative whose name and address are included in the Special Conditions.

Society of International Gas Tanker & Terminal Operators (SIGTTO): professional association aiming to promote international operational standards and good practices codes to be used by vessel operators and LNG terminal operators.

Special Conditions: the part of the Contract embodied by its appendix 2, including the information relating to the Shipper's subscription, and the tariff aspects needed to determine the tariff of the service covered by the Contract.

Spot Service: Regasification service intended for Cargoes unloaded during a given Month M, taken out after the twentieth (20th) Day of Month M-1. Within the framework of this service, each Cargo is sent out in the form of a uniform period, lasting thirty (30) Days from the date unloading is completed.

Specific Services: specific services such as Vessel Approval, extending the Call or studying the Send-out of Cargoes that do not meet specifications. These services are described in a services catalogue that can be viewed on the Operator's website.

Tariff: all the components of the tariff for the service provided under the Contract, as defined in article 8 of the General Terms and Conditions.

Terminal: set of LNG Terminal installations and equipment as identified in appendix 2.

Terminal User: any person delivering LNG to the Operator at the Unloading Point or to which the Operator delivers gas at the PITTM.

Total Guaranteed Time at Berth: normative time granted by the Operator to the Shipper for all activities from the moment the Vessel berths (first mooring rope on land) to the moment it casts off (all moorings slipped).

Transmission Contract: contract between the Shipper and the Network Operator for transmitting quantities of Natural Gas over the Network from the transmission-LNG terminal interface point.

Transmission-LNG Terminal Interface Point (PITTM): point located at the flange connecting Terminal to the Network, and corresponding to the point where the Shipper makes the Natural Gas available to the Network Operator under the Transmission Contract.

Uniform Service: Regasification service for the Shipper unloading at the most one cargo a month at a terminal, on average over the year. As part of this service, each Cargo is sent out in the form of a uniform period lasting thirty (30) days from the default Unloading date.

Unloaded Quantity Rate (TOD): unit tariff applied to the Quantity Unloaded in accordance with article 9 of the General Terms and Conditions, expressed in euros per MWh and defined in appendix 2.

Unloading: operation involving the transfer of all or part of a Cargo to the Terminal.

Unloading Certificate: document referred to in article 11.1 of the General Terms and Conditions, including all the information listed in appendix 4.

Unloading Date: Day on which Unloading is completed, which is the Day the Unloaded Quantity corresponding to a cargo Unloading is considered.

Unloading Point: point located at the flange connecting the Vessel unloading arms to the Terminal's facilities.

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Unloading Port: port in which the Terminal is located as defined in the Special Conditions.

Updated Forecast: Unloading forecast, which the Shipper must send to the Operator once a month for information, pursuant to article 5 of the General Terms and Conditions.

Validity Start Date: Day stipulated in the Special Conditions.

Validity End Date: Day stipulated in the Special Conditions.

Validity Period: period beginning on the Validity Start Date and ending on the Validity End Date of the Contract.

Vessel: an LNG tanker, a tanker suitable for transporting large quantities of Liquefied Natural Gas.

Week: period of seven (7) consecutive Days, starting on a Monday at 06:00 (six a.m.), local time, and ending at 06:00 (six a.m.), local time, the following Monday.

Window of Arrival: period specific to the Terminal the duration of which is stipulated in the Special Conditions, scheduled in accordance with article 5 of the General Terms and Conditions for the arrival of a Vessel in the Unloading Port.

Wobbe Index: quotient of the Gross Heating Value by the square root of the relative density under the reference conditions specified in appendix 4.

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1 PURPOSE

The purpose of the Contract is to determine the conditions under which, from the Validity Start Date defined in the Special Conditions, the Operator shall:

- o receive Vessels sent by the Shipper alongside the Terminal berth;
- o receive the Cargoes of the said Vessels;
- o store the quantities of LNG unloaded;

- o regasify these quantities of LNG into quantities of Natural Gas having the same Energy Content and transfer them over the Network, subject to the Gas taken off and the gas flared the Operator during Unloading in the cases outlined in Article 8.3;
- o allow those Shippers that so desire to exchange the quantities of LNG stored.

2 PERFORMANCE CONDITIONS

The Operator is not required to meet its obligations under the Contract if:

- o the Shipper has not fulfilled the requirements related to the Guarantee, defined in article 10.1. The Guarantee must also be provided before the First Unloading Date;
- o the Shipper or its representative has not provided the Operator with the reference of its Transmission Contract, at the PITTM, during the Validity Period of the Contract;

- o the Shipper has not provided the Operator with a copy of its permit for supplying natural gas in France, if such a permit is required by the applicable legislation.

The Operator is released from its obligations under the Contract if the aforementioned conditions are not fulfilled, or are totally or partially rescinded or totally or partially suspended, for the portion of the quantities affected by such non-fulfilment, rescinding or suspension.

3 RECEPTION AND SEND-OUT OBLIGATIONS AND LIMITATIONS

Subject to articles 2, 14, 15 and 16, the Operator shall receive the Cargoes stipulated in the Contractual Schedule and transfer to the Network the relevant quantities of Natural Gas, under the conditions defined in this article.

3.1 OPERATOR'S OBLIGATIONS WITH REGARD TO RECEPTION AND LIMITATIONS

For each Month, the Operator shall receive the Cargoes scheduled for the Month in question in accordance with the procedure described in article 5.

The Operator is not required to schedule, over a given Billing Period, a number of Cargoes in excess of the applicable Number of Contractual Unloading Operations (NDC), nor Quantities Unloaded with a total Energy Content in excess of 105% of the applicable Contractual Quantity Unloaded (QDC). Moreover, it is not required to schedule, for any Month, a number of Cargoes in excess of the number stipulated in the Contractual Schedule for the Month in question.

3.2 OPERATOR'S OBLIGATIONS WITH REGARD TO SEND-OUT AND LIMITATIONS

The Operator shall provide the Shipper at the PITTM, on any given Day, with a quantity of Natural Gas equal to the Daily Scheduled Quantity to be Sent Out for the Day in question.

The Daily Scheduled Quantity to be Sent Out for each Day is laid down in the conditions set out in article 5.

3.3 IMPLEMENTATION OF LIMITATIONS

The Operator is not required to receive Cargoes or send out Natural Gas, on any given Day, if any of the limitations pursuant to this article, i.e. article 3, are not complied with, without the Shipper being entitled to claim any damage in relation to this.

3.4 SHIPPER'S OBLIGATIONS

The Shipper shall take out a subscription for the transmission capacities required and inform the Network Operator of the Daily Scheduled Quantity to be Sent Out by the Operator in accordance with the provisions of article 5.

4 LNG INVENTORY LEVEL AND INVENTORY TRANSFER

4.1 INVENTORY LEVEL

The Inventory Variation for any given Day is equal to the difference between

- o the Quantity Unloaded on the Day in question;
- o the LNG Inventory Transfer Quantity received on the Day in question;

and

- o the Daily Quantity Sent-out on the Day in question;
- o the gas flared by the Operator during Unloading in the cases outlined in Article 8.3;
- o the LNG Inventory Transfer Quantity delivered on the Day in question;
- o the Gas Taken Off, from the Quantities Unloaded for the Day in question.

The Inventory Variation may be positive or negative.

For a given Day, the Inventory Level is a quantity of energy equal to the algebraic sum of the Inventory Level on the previous Day plus the Inventory Variation on the Day in question.

Before the First Unloading Date, the Inventory Level is zero (0).

4.2 LNG INVENTORY TRANSFER

The Shipper can at any time subscribe to the LNG Inventory Transfer service, allowing it to exchange quantities of LNG with other Terminal Users within the Terminal.

Within the framework of this service, the transferring Shipper sends the Operator, at least three (3) working days in advance, its request stipulating the Day D for the Transfer of the LNG Inventory, the LNG Inventory Transfer Quantity (which cannot make the Inventory Level negative), the portion of its Daily Scheduled Send-out Quantity, the Cargo(es) associated with the LNG Inventory Transfer, as well as the identity of the transferee which must have entered into a Terminal access contract and have subscribed to the LNG Inventory Transfer service for the Operator to take its request into account.

The Shipper's Inventory Level is corrected at the date agreed for the LNG Inventory Transfer Quantity delivered provided that the Operator has received the equivalent notification from the other shipper with which the Shipper is transferring the LNG Inventory.

The scheduled Send-Out procedures for the transferring party with regard to the quantities transferred are taken back in identical form by the transferee. In all cases the LNG Inventory Transfer Quantity is sent by the Operator on behalf of the transferee over a period equal at the maximum to the Mean Interval between Cargoes (N) with regard to the transferring party.

5 SCHEDULING, RE-SCHEDULING AND NOMINATION

5.1 MONTHLY SCHEDULE

5.1.1 MONTHLY SCHEDULE REQUEST BY THE SHIPPER

By no later than the 20th calendar day of each Month M, the Shipper gives the Operator notice of a Monthly Schedule Request including, for each of the Cargoes that the Shipper wants to unload at the Terminal during Month M+1, the following data:

- o the desired Arrival Date for the Vessel, stipulating any desired Window of Arrival,
- o the estimated Energy Content,
- o the Loading Port,
- o the name of the Vessel transporting the Cargo,
- o the name of the shipping agent,

- o the name of the customs agent,
- o where applicable, for Shippers using Uniform Service, subscription to the Early Send-Out Service or the Send-Out Postponement Service.

The Continuous Service Shipper gives notice, for each day of the Month M+1, of the Scheduled Daily Quantity to be Sent out that it wants at the Terminal outlet at the PITTM.

The Monthly Schedule Request is systematically accompanied by an Updated Forecast concerning the Months M+2 and M+3, during which the Shipper informs the Operator of the data listed above. The Updated Forecast is given for information only.

If no notice is given by the Shipper of a complete Monthly Schedule Request within the deadlines indicated, the Operator shall not allocate the Shipper a Window of Arrival or a Scheduled Daily Quantity to be Sent Out for Month M+1. However, subsequent requests or requests to change data may be sent by the Shipper to the Operator, which will deal with them in accordance with article 5.2.

5.1.2 SUBSCRIBING TO THE EARLY SEND-OUT OR SEND-OUT POSTPONEMENT SERVICES

Shippers using Uniform Service or Spot Service can ask to bring forward or postpone (Early Send-Out Service and Send-Out Postponement Service) the start of the send-out related to a Cargo by one (1) or two (2) days. The Send-Out duration of thirty (30) Days shall remain unchanged.

If no notification is received of a request to postpone the start of Send-Out, Send-Out shall start on the Unloading Date.

The Operator shall make all reasonable efforts to bring forward or postpone the start of Send-Out to the date requested by the Shipper in question within the framework of the Monthly Schedule.

5.1.3 DETERMINING OF THE MONTHLY SCHEDULE BY THE OPERATOR

Between the 20th and 25th calendar day of Month M, the Operator draws up the Shipper's Monthly Schedule for the Month M+1, at the same time as the monthly schedule for the other Users of the Terminal.

Windows of Arrival:

The Operator shall allocate Windows of Arrival by making all reasonable efforts to comply with the Shipper's Monthly Schedule Request, including any requirements and modifications with regard to the Contractual Schedule (such as additions, suppressions or movements of Cargo).

The Operator shall give priority to Terminal Users whose Monthly Schedule Request is in conformity with their Contractual Schedule.

Daily Forecasted Quantity to be Sent Out:

The Operator then allocates the Shipper with a Daily Forecasted Quantity to be Sent Out, for each Day of Month M+1, depending on whether the Shipper uses Continuous Service, Uniform Service or Spot Service, making all reasonable efforts to comply with any requests from the Shipper.

For a Shipper using Uniform Service or Spot Service, the Operator may extend the Send-Out period associated with a Cargo beyond the thirty (30) day period, in the cases outlined in articles 14, 15 or 16 of the General Terms and Conditions, or in the event of a risk of the Terminal's LNG minimum physical stock being reached.

5.1.4 NOTICE GIVEN OF THE MONTHLY SCHEDULE BY THE OPERATOR

By no later than the 25th calendar day of Month M, the Operator shall inform the Shipper of its Monthly Schedule for Month M+1 which includes:

- o for each Cargo that the Operator accepts to receive during Month M+1, all the data in the Monthly Schedule Request, also stipulating the allocated Window of Arrival;
- o the Daily Forecasted Quantity to be Sent Out for each Day of Month M+1;
- o if a Shipper using Uniform or Spot Service has subscribed to the Early Send-Out Service or the Send-Out Postponement Service, confirmation of the Cargoes affected by the subscription and the number of Days covered by the subscription.

If a Window of Arrival does not correspond to a date indicated in the Monthly Schedule Request, the Shipper can ask for this Window of Arrival to be changed. This request is handled like a re-scheduling request in accordance with article 5.2.

If the Operator fails to give notice of the Monthly Schedule, the said Monthly Schedule is deemed to be the same as the Monthly Schedule Request.

In the event of subscription to the Early Send-Out Service, the schedule announced by the Operator shall be used subject to receipt of a guarantee, in accordance with the provisions of article 10.1.2.

5.2 INTRA-MONTHLY RE-SCHEDULING

5.2.1 INTRA-MONTHLY RE-SCHEDULING REQUEST AT THE SHIPPER'S INITIATIVE

The Shipper can, at any time between the 25th calendar day of Month M and the last Day of the Month M+1, ask for its Monthly Schedule of Month M+1 to be changed. Any re-scheduling request must indicate the same data as the Monthly Schedule Request, listed in article 5.1.1, for each Day between the day on which the Shipper requests re-scheduling and the last Day of Month M+1. The re-scheduling request must also stipulate the reasons or the causal events justifying the change.

Provided this time is compatible with the period remaining to be covered before the end of Month M+1, the Operator shall inform the Shipper of the time within which it will respond to a re-scheduling request by 12:00 AM on the day after it receives the request.

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5.2.2 OPERATOR'S RESPONSE TO THE SHIPPER'S INTRA-MONTHLY RE-SCHEDULING REQUEST

The Operator shall make all reasonable efforts to accept the re-scheduling request, on the understanding that the Windows of Arrival already scheduled for a Shipper cannot be changed without its agreement. The re-scheduling first affects the Daily Forecasted Quantity to be Sent Out for the Shipper having made the re-scheduling request. The Operator shall handle re-scheduling requests by order of receipt. However, change requests justified by a joint reason or causal event and received by the Operator within an interval of twelve (12) hours from the first request invoking the said reason or said causal event shall be handled with the same degree of priority.

In the event of a refusal by the Operator of a Shipper's re-scheduling request, the Monthly Schedule remains unchanged. If, however, the Operator accepts a Shipper's re-scheduling request, a new Monthly Schedule is allocated to the Shipper accordingly. If the new Monthly Schedule does not correspond to the request, the Shipper is entitled to refuse it, and the allocated Monthly Schedule will remain unchanged. If the Shipper does not refuse the new Monthly Schedule within twenty-four (24) hours from notice thereof being given by the Operator, the new Monthly Schedule shall replace the Monthly Schedule attributed initially.

If no reply is received from the Operator, the re-scheduling request is deemed to be refused.

5.2.3 INTRA-MONTHLY RE-SCHEDULING AT THE INITIATIVE OF THE OPERATOR

The Operator reserves the right to change the Windows of Arrival of Month M+1 between the 25th calendar day of Month M and the last Day of Month M+1 in the cases described in articles 14, 15 and 16.

The Operator can change the Daily Forecasted Quantity to be Sent Out for Month M+1 between the 25th calendar day in Month M and the last Day in month M+1 in case of events beyond its control such as - but not restricted to - those described in article 5.1.3. of the General Terms and Conditions.

After determining the new Monthly Schedule, the Operator sends the Shipper a re-scheduling notification. This notification indicates the same data as the Monthly Schedule, listed in article 5.1.4, for each Day between the first day the re-scheduling relates to and the last Day in month M+1. The re-scheduling notification also stipulates the reasons or causal events justifying it.

The Operator shall make all reasonable efforts to send the re-scheduling notification so that the Shipper is given at least two (2) Days' notice.

The Shipper is entitled to dispute the re-scheduling within twenty-four (24) Hours of notice being given thereof by the Operator, in particular by sending it a re-scheduling request for its Unloading Operations, which will be handled by way of intra-monthly re-scheduling in accordance with articles 5.2.1 and 5.2.2. In the event of a dispute, the Operator shall draw up a new Monthly Schedule in accordance with the procedures described in this article. If there is no dispute, the new Monthly Schedule replaces the Monthly Schedule allocated initially.

5.3 NOMINATIONS BY THE SHIPPER TO THE OPERATOR

5.3.1 NOMINATIONS RELATING TO UNLOADING OPERATIONS

For each Window of Arrival in the Monthly Schedule, the Shipper informs the Operator, between Loading and Unloading the Vessel, of the content of the Cargo and its Estimated Time of Arrival at the Terminal, in accordance with the information procedure described in appendix 3.

5.3.2 DAILY NOMINATIONS RELATING TO SEND-OUTS

Each Day D, the Shipper using Continuous Service nominates the Daily Nominated Quantity to be Sent Out, which is the quantity of gas it wants to send out on Day D+1 at the PITTM. Each day D, the Shipper using Uniform Service or Spot Service nominates a quantity equal to the Daily Forecasted Quantity Sent out.

If there is no nomination, the Nominated Send-out Quantity is deemed to be equal to the Daily Forecasted Quantity to be Sent out.

5.4 DETERMINING THE DAILY SCHEDULED QUANTITY TO BE SENT OUT

The Daily Scheduled Quantity to be Sent Out is defined by the Operator according to the Shipper's nomination and any technical restrictions.

If the Daily Nominated Quantity to be Sent Out by the Shipper using Continuous Service differs from the Daily Forecasted Quantity to be Sent Out, the Operator shall make all reasonable efforts to comply with the Send-Out Quantity Nominated by the Shipper.

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In addition, and in the case of an event beyond its control such as - but not limited to - arrival of the Vessel outside the Window of Arrival, suspension of Unloading in the cases pursuant to article 7.2, force majeure or circumstances considered as such as laid down in article 14, inconsistency between the Scheduled Daily Quantities to be Sent Out and the

quantities scheduled at the Network entry, the Operator may change the Scheduled Daily Quantity to be Sent Out with effect from the time the causal event occurs. In this case, the re-scheduling notification stipulates the reasons or causal events justifying it.

6 SECONDARY MARKET AND USE IT OR LOSE IT

6.1 SECONDARY MARKET

A Shipper may ask the Operator to re-sell capacities that it does not plan to use. Moreover, in accordance with article 26, a Shipper may sell some or all of its capacities.

6.2 SHORT-TERM USE IT OR LOSE IT

The capacities subscribed by a Shipper that it does not request in its Monthly Schedule Request for Month M+1, as defined in article 5.1.1, shall be made available to Shippers requesting access to the Terminal during Month M+1.

On the 25th of Month M for Month M+1, the Operator publishes the available capacity, adjusted for quantities subscribed but not requested by Shippers. The operator updates this information for the current Month at the start of the second week of the Month.

6.3 LONG-TERM USE IT OR LOSE IT

If the schedule for Month M+1 does not show any available Windows of Arrival, any unannounced cancellations of Unloading Operations, unless due to force majeure, shall be recorded and the Energy Regulatory Committee shall be informed. If all of the Terminal's capacities have been subscribed, the Energy Regulatory Committee may order the Shipper in question to return subscribed capacity in the aim of freeing up capacity at the terminal, after analysing the case and its merits.

Furthermore, if there is congestion relating to access to regasification capacity at the Terminal, and if asked to do so by the Energy Regulatory Committee, the Operator shall inform the Committee of all details regarding firm requests for access capacity at the Terminal for the period affected by the congestion.

7 CONDITIONS FOR RECEIVING AND UNLOADING A CARGO

7.1 ARRIVAL NOTICE AND BERTHING

An Arrival Notice, drawn up in the form indicated in appendix 3, is sent by the Captain to the Operator to the Terminal address indicated in appendix 2, as soon as all the conditions below are met:

- (i) the Vessel has crossed the line marking the entrance to the Unloading Port, as defined in appendix 2,
- (ii) the Vessel has obtained from the Unloading Port Authorities all the authorisations required to enter the Port and berth in the Terminal,
- (iii) the Vessel has obtained all the authorisations required to unload the Cargo from its Charterer and the Shipper,
- (iv) the Vessel has ordered all of the Port Services required for berthing,
- (v) the Vessel has Terminal Approval, in accordance with article 8.1 and appendix 3.

The Captain must inform the Operator of any restriction likely to affect the Call time in the Arrival Notice.

If the Arrival Notice is sent within the Window of Arrival and no restriction preventing the Vessel from unloading within the

Total Guaranteed Time at Berth is indicated, and unless otherwise explicitly opposed by the Shipper's Designated Representative, the Operator shall give the Captain and the Unloading Port Authorities its agreement to receive the Vessel at the Terminal berth.

If the Arrival Notice is sent before the start of the Window of Arrival, and unless otherwise explicitly opposed by the Shipper's Designated Representative, the Operator shall give the Captain and the Unloading Port Authorities its agreement to accommodate the Vessel at the Terminal berth according to its scheduling availabilities.

If the Arrival Notice is sent after the end of the Window of Arrival or if a restriction prevents the Vessel from unloading within the Total Guaranteed Time at Berth, and subject to the agreement of the Shipper's Designated Representative, the Operator shall give the Captain and the Unloading Port Authorities its agreement to receive the Vessel at the Terminal berth according to its scheduling availabilities, and in particular in compliance with the priority of vessels that have arrived or which are scheduled to arrive within the Window of Arrival.

The Operator shall formalise its agreement to receive the Vessel by beginning berthing.

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7.2 UNLOADING

Unloading can begin when:

- (i) the Captain and the Operator have filled in and validated without reserves the statutory Ship/Shore Checklist, including for the points to be checked periodically,
- (ii) the Shipper has obtained all the rights for unloading the Cargo from the Cargo's owner,
- (iii) the Cargo Recognition procedure has been carried out by the Vessel, in the presence of the Operator.

The Cargo Recognition procedure indicates, among other things, the pressures at the top of the Vessel's tanks and the liquid-phase temperatures in each of the tanks, which must comply with the Terminal's threshold value specified in article 8.3.

The Operator shall then take all appropriate steps for Unloading, in accordance with the procedures described in appendix 3. If Unloading cannot take place immediately, the Operator and the Shipper shall carry out another Cargo Recognition procedure before initiating the Unloading operations. This second inspection is then considered as binding for determining the parameters used in calculating the Quantities Unloaded.

The Vessel is required to free the harbour slot as soon as its Unloading Operations are completed, unless otherwise agreed with the Operator or as specifically instructed by the Port Authorities. The Operator, in its capacity as a Prudent and Reasonable Operator, reserves the right to suspend Unloading and require the Vessel to be removed from the Terminal in the following cases:

- o if requested to do so by the Port Authorities,
- o if documents (i) and (iii) mentioned above have not been drawn up within 6 Hours of berthing beginning,

- o violation of or non-compliance with the regulations of Port Authorities,
- o non-compliance with the Joint Ship/Shore Safety Plan drawn up in accordance with appendix 3,
- o if the Operator believes that the Vessel's condition or the way it carries out its operations endanger the safety of property and/or people,
- o the LNG delivered does not comply with the specifications contained in article 12.1 or accepted by the Operator under the conditions in article 12.3,
- o occurrence of a circumstance pursuant to articles 14 and 16,
- o the Vessel or its crew do not meet the performance requirements sent by the Shipper to the Operator as part of the Approval process described in article 7.

With the exception of a case of force majeure, the Shipper shall refund the costs, charges and operating losses incurred by the Operator as a result of the Vessel occupying the Terminal berth for a period in excess of the Total Guaranteed Time at Berth, for a reason beyond the Operator's control.

The Operator or its agents or employees may not be held liable for any direct or indirect costs or expenses incurred by a Vessel, its ship owners, operators, carriers or agents, in the event of a refusal to unload all or part of the Cargo, or an Unloading delay or interruption or an instruction to free the harbour in the aforementioned cases, other than in the event of 'fraud' or serious fault on the part of the Operator.

Details of times, equipment used, events and any useful information are provided in the Terminal's Operations Sheet, a model for which is included in appendix 3 and which must be signed by the Vessel's Captain and the Operator at the start and the end of Unloading Operation.

8 OTHER OPERATIONAL CONDITIONS FOR VESSELS

8.1 APPROVAL OF THE VESSEL AT THE TERMINAL

Only Vessels authorised by the Port Authority and approved by the Operator, in accordance with the procedure included in appendix 3, may Unload their Cargoes at the Terminal. This is in the aim of studying technical compliance and updating operational and security procedures with the Terminal, especially for cryogenic transfer.

The Operator shall confirm the Vessel's Approval status to the requester. The Operator may review the Approval status at any time or change the configuration of the berth for reasons related to safety or efficiency. If it decides to do this, it shall inform the relevant Parties.

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8.2 CALL SAFETY AND SMOOTH OPERATION

The Shipper has sole responsibility for the condition, operating conditions and adaptation of the Vessel to the Terminal. It is solely responsible for any damages that may result from the aforementioned conditions not being met, with regard to the Operator and third parties, under the conditions laid down in article 17.

The Shipper shall take all necessary steps to ensure full and entire cooperation between the Captain, the Port Authorities and the Port Departments to guarantee the safety and smooth operation of any Call. It is responsible for the implementation by the Ship owner and the Captain of the measures ensuring the safety and effectiveness of the operations on board the Vessel and for the compliance by the Vessel, its officers and its crew of the regulations of the Unloading Port, the Ship/Shore safety plan drawn up in accordance with appendix 3, and Maritime Safety Requirements.

The equipment for berthing, mooring and the means for crew access on board are made available to the Vessel by the Operator, on the understanding that they are used under the Shipper's responsibility.

8.3 MANAGEMENT OF EVAPORATIONS DURING UNLOADING AND CONSEQUENCES

During Unloading, the thermodynamic conditions (temperature associated with the equilibrium pressure and LNG composition) of the Cargo may generate evaporations caused by heat inputs and the Cargo coming into contact with the LNG stored within the Terminal. The evaporations thus generated are normally recondensed according to the Terminal's Send-Out rate. The Shipper shall limit steam pressure and/or control the liquid phase temperature of the Cargo in each of the Vessel's tanks to ensure that they meet conditions complying with the provisions in appendix 3.

However, the Terminal operating conditions may make this reincorporation of evaporations momentarily impossible. In this case, the Operator may request that the Shipper decrease the Cargo unloading rate. If steam pressure and/or the liquid phase temperature does not comply with the provisions mentioned above and if the Shipper refuses, it shall bear the losses corresponding to the gas flared by the Operator during Unloading. The amount of gas flared shall be deducted from the Shipper's inventory level.

9 TARIFF

9.1 TARIFF COMPONENTS

The Tariff is the tariff for the service provided under the Contract, including the sum of the tariffs defined in articles 9.2 to 9.5 and 9.7, plus, if applicable, the tariffs pursuant to articles 9.6, 9.8, 9.9, 9.10, 9.12, 9.13 and 9.14 subject to article 9.11.

9.2 TARIFF PROPORTIONAL TO THE QUANTITY UNLOADED

For each Month M, the tariff proportional to the Unloaded Quantity (PQD_m) is equal to the total Quantities Unloaded during the month at the Terminal (QD_m) multiplied by the Unloaded Quantity Rate (TQD):

$$PQD_m = QD_m \times TQD \text{ euros.}$$

9.3 TARIFF PROPORTIONAL TO THE NUMBER OF UNLOADING OPERATIONS

For each Month M, the tariff proportional to the Number of Unloading operations (PND_m) is equal to the Number of Unloading operations carried out during the month at the Terminal multiplied by the Number of Unloading operations Rate (TND):

$$PND_m = ND_m \times TND \text{ euros.}$$

9.4 TARIFF PROPORTIONAL TO THE USE OF REGASIFICATION CAPACITIES

For each Billing Period, the tariff for using regasification capacities (PUCR) is equal to the Mean Interval Between Cargoes (N) multiplied by the total Quantities Unloaded (QD_r), calculated over the said Billing Period, multiplied by the regasification capacity use term (TUCR):

$$PUCR = N \times QD_r \times TUCR \text{ euros.}$$

9.5 SEASONAL REGULARITY TARIFF

For each Billing Period, the seasonal regularity tariff (PRS) is equal to the Seasonal Difference (DS), calculated over the said Billing Period, multiplied by the Regularity Rate (TR):

$$PRS = DS \times TR \text{ euros.}$$

9.6 LNG INVENTORY TRANSFER (ONLY IF THE SHIPPER HAS SUBSCRIBED TO AN LNG INVENTORY TRANSFER SERVICE)

For each Month M, the LNG Inventory Transfer service use tariff (PTS_m) is defined as follows, according to the LNG Inventory Transfer Quantities delivered and received during the month within the Terminal (QTS_m), the Fixed LNG inventory Transfer Rate (TTSF) and the Proportional LNG Inventory Transfer Rate (TTSP):

$$PTS_m = TTSF + TTSP \times QTS_m \text{ euros.}$$

9.7 GAS TAKEN OFF

The Operator shall take off:

- o 0.5% of the total Unloaded Quantities at Montoir;
- o 0.3% of the total Unloaded Quantities the Fos-Tonkin.

This taking off is billed to both, the Shipper and the Operator, in equal amounts, in accordance with article 10.2.

For each Month M, the tariff corresponding to the valuation of the Gas taken off (PPG_m) is equal to the total Quantities Unloaded during the Month at the Terminal (QD_m) multiplied by [PREF + C(T)].

PREF is equal to the Power Next Gas Futures Monthly Index for the month M, which is published by POWERNEXT SA for the North PEG and is expressed in EUR/MWh.

C(T) is equal to:

- o 0 EUR/MWh for Montoir,
- o 0.6 EUR/MWh for Fos;

9.8 GAS RESTITUTION

An annual record sheet showing use of Gas Taken Off shall be drawn up by the Operator for period P, which runs from 6.00 a.m. on the first (1st) of December of year N-1 to 6.00 a.m. on the first (1st) of December of year N.

If this shows that there was a surplus, the Operator shall calculate, based on the surplus recorded at the Terminal, a quantity R_e to be returned to the Shipper on the basis of the Quantities Unloaded by that Shipper in period P in relation to the Quantities Unloaded at the Terminal by all shippers in period P.

The Gas Restitution operation shall be credited to both the Shipper and the Operator, in equal amounts, in accordance with article 10.2.

Throughout the period in question, the value corresponding to returnable quantity R_e shall be equal to the product of the returnable quantity and the average of the PREF tariffs for all Months M in the period, as defined in article 9.7, weighted by the total Quantities Unloaded at the Terminal by all shippers for each Month M.

If the Shipper has a valid Contract for all or part of the following period P+1, the Operator shall perform the Gas Restitution operation by increasing the Shipper's Inventory Level on the first unloading date after the record sheet has been drawn up. If no unloading operation is performed in period P+1, the Shipper shall lose all entitlement to restitution with respect to period P – the amount in question shall therefore be incorporated into the total Gas Restitution volume for period P+1.

If the Shipper does not have a valid Contract for all or part of period P+1, the Operator shall inform the Shipper of returnable quantity R_e. In the two months following receipt of this information, the Shipper may ask for the returnable quantity to be made available at the PITTM for offtake on a date and according to a schedule agreed with the Operator. Alternatively, the Shipper may request an LNG Inventory Transfer of the returnable amount to another shipper with a valid contract. If this option is chosen and if the other shipper makes an LNG Inventory Transfer request accordingly, the Operator shall do its best to accept the request.

If, at the end of the two months following the calculation of the Gas Restitution amount, the Shipper has not informed the Operator of its choice of restitution method, the Shipper shall lose all entitlement to restitution with respect to period P. The quantity to be returned to the Shipper with respect to period P shall therefore be incorporated into the total Gas Restitution volume for period P+1.

9.9 PENALTY FOR LATE CANCELLATION OF A SCHEDULED UNLOADING OPERATION

Any Shipper cancelling an Unloading operation scheduled for Month M shall be subjected to a penalty of fifty percent (50%) of the tariff set down in article 9.1 and applied to the cancelled Unloading operation if:

- o three (3) or less days' notice is given; and
- o this Unloading is not re-scheduled within Month M or within the first five (5) days of Month M+1; and
- o the Window of Arrival could not be used by another Terminal User.

This penalty does not apply in the event of force majeure, as defined in article 14.

9.10 SHIPPER'S MINIMUM PAYMENT OBLIGATIONS

9.10.1 MINIMUM PAYMENT OBLIGATION FOR THE UNLOADED QUANTITIES

If, at the end of a Billing Period, the total Unloaded Quantities each Month i at the Terminal (QD_i) from the beginning of the said Billing Period is less than ninety-five percent (95%) of the Contractual Quantity Unloaded (QDC) with regard to the said Billing Period, the Shipper shall pay the Operator an amount equal to:

$$PQD = \left(0,95 \times QDC - \sum_d^f QD_i \right) \times TQD \text{ Euros}$$

where d designates the first month in the Billing Period, and f designates the last month in the Billing Period.

9.10.2 MINIMUM PAYMENT OBLIGATION FOR THE NUMBER OF UNLOADING OPERATIONS

If, at the end of a Billing Period, the total Unloading operations performed each Month i at the Terminal (ND_i) from the beginning of the said Billing Period is less than ninety-five percent (95%) of the Contractual Number of Unloading operations (NDC), the Shipper shall pay the Operator an amount equal to:

$$PND = \left(0,95 \times NDC - \sum_d^f ND_i \right) \times TND \text{ Euros}$$

Where d designates the first month in the Billing Period, and f designates the last month in the Billing Period.

9.10.3 MINIMUM PAYMENT OBLIGATION FOR THE USE OF THE REGASIFICATION CAPACITY

If, at the end of a Billing Period, the Mean Interval between Cargoes (N_r) multiplied by the total Quantities Unloaded (QD_r) calculated over the said Billing Period is less than ninety-five percent (95%) of the Mean Interval between Cargoes calculated on the basis of the Contractual Number of Unloading operations (NDC) multiplied by the Contractual Quantity Unloaded (QDC), the Shipper shall then pay the Operator an amount equal to:

$$PUCR = (0.95 \times N^* \times QDC - N_r \times QD_r) \times TUCR \text{ euros.}$$

where N^* designates the Mean Interval between Cargoes calculated on the basis of the Contractual number of Unloading operations (NDC).

9.10.4 MINIMUM PAYMENT OBLIGATION FOR THE SEASONAL VARIATION

If, at the end of a Billing Period, the Seasonal Difference (DS_r) calculated over the said Billing Period is less than ninety-five percent (95%) of the Seasonal Difference calculated on the basis of the Contractual Schedule, the Shipper shall then pay the Operator a amount equal to:

$$PMS = (0.95 \times DS^* - DS_r) \times TR$$

where DS^* designates the Seasonal Difference calculated on the basis of the Contractual Schedule 1

9.11 REDUCTION IN THE SHIPPER'S MINIMUM PAYMENT OBLIGATIONS

If articles 14, 15 or 16 are applicable, the Quantities that were not able to be unloaded and the Unloading operations that were not able to be carried out in accordance with the Contractual Schedule during the occurrence of an event or a circumstance pursuant to the said articles are deducted from the Contractual Quantity Unloaded and from the Contractual Number of Unloading operations, respectively, in the calculation of the Minimum Payment Obligations pursuant to articles 9.10.1 to 9.10.4.

9.12 PORT COSTS AND PORT SERVICES COSTS

The Shipper shall bear Port duties, taxes and costs and the cost of Port Services for all Cargo, its transportation and its import, that may be required to ensure that it is Unloaded at the Terminal under appropriate safety conditions.

9.13 TARIFF FOR SEND-OUT POSTPONEMENT SERVICE

For each Month M , the tariff for using the Send-Out Postponement Service (PRE) shall be defined as follows:

$$PRE = TGD \times N + \sum NJR_i \times TDE$$

where TDE is the Send-Out Postponement Rate

TGD is the Postponement Management Rate

NJR_i is the Number of Days by which the Send-Out of the i^{th} Cargo unloaded that Month is to be postponed.

N is the Number of different Cargoes for which the Shipper has subscribed to a Send-Out Postponement that Month, whether any re-scheduling on the Shipper's initiative were retained or not.

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9.14 TARIFF FOR EARLY SEND-OUT SERVICE

For each Month M, the tariff for using the Early Send-Out Service (PAE) shall be defined as follows:

$$PAE = TGD \times N + \sum NJA_i \times TDE$$

where TDE is the Early Send-Out Rate

TGD is the Early Send-Out Management Rate

NJA_i is the Number of Days by which the Send-Out of the i th Cargo unloaded that Month is to be brought forward

N is the Number of different Cargoes for which the Shipper has subscribed to an Early Send-Out that Month, whether any re-scheduling on the Shipper's initiative were retained or not.

10 INVOICING AND PAYMENT METHODS

10.1 GUARANTEE

10.1.1 PAYMENT OBLIGATIONS GUARANTEE

The Shipper shall provide the Operator with a Guarantee of its payment obligations under the Contract, the amount of which is calculated before each Billing Period, in accordance with the following formula:

$$\sum_{P_k}^{P_n} 0,95 \times \left[\left((QDC_i + QDC_j) \times TQD \right) + \left((NDC_i + NDC_j) \times TND \right) \right] \text{ Euros}$$

where P_k designates the first future Billing period,

P_n designates P_{k+4} or, failing that, the last Billing Period in the Contract Validity Period,

i and j designate each of the two months m of each Billing Period between P_k and P_n inclusive, for which the values of $((QDC_m \times TQD) + (NDC_m \times TND))$ are highest.

This amount is adjusted to take account of any changes to the Contractual Schedule in accordance with article 18. However, the adjustment is only performed when the total adjustments of the Guarantee amount exceed an absolute value corresponding to twenty percent (20%) of the current Guarantee amount. The respective portions of the billing periods P_k and P_{k+1} to P_n are adjusted accordingly.

The Shipper shall, as and when needed, renew the Guarantee at least thirty (30) Days before it is due, to ensure that the Operator has a valid Guarantee at any time.

(i) For each consecutive Billing Period P_k , the applicable Guarantee is divided into two parts:

- o the part of the Guarantee corresponding to the Billing Period P_k takes the form:
 - of a guarantee deposit with the Operator, or
 - a first request guarantee issued by a first class French bank benefiting from a long term credit rating of A (Standard & Poors) and A2 (Moody's) or greater.

- o the part of the Guarantee which corresponds to the Billing Periods P_{k+1} to P_n inclusive, takes the form of:

- a guarantee deposit with the Operator, or
- a first request guarantee issued by a first class French bank benefiting from a long term credit rating of A (Standard & Poors) and A2 (Moody's) or greater, or
- a first request guarantee issued by the Shipper's parent company, when, and as long as, the latter is a company having its head office in an OECD member country and benefits from a long term credit rating equal to or greater than A- (Standard & Poors) or A3 (Moody's).

(ii) As a concession to the aforementioned rule, the Shipper does not have to provide the part of the Guarantee corresponding to:

- o the Billing Period P_k when, and as long as, the Shipper is a company having its head office in an OECD member country and benefits from a long term credit rating equal to or greater than AA- (Standard & Poors) or Aa3 (Moody's);
- o the Billing Periods P_{k+1} to P_n inclusive, when, and as long as, the Shipper is a company having its head office in an OECD member country and benefits from a long term credit rating equal to or greater than A- (Standard & Poors) or A3 (Moody's).

When any of the conditions which the above concession is subject to are not met, the provisions stipulated in (i) of the article herein apply again and the Shipper must comply with these provisions under the same conditions, in terms of deadline in particular, as the ones stipulated for the implementation of the initial Guarantee.

Unless otherwise indicated in writing by the Shipper within ten (10) days of the Contract being signed, it shall be deemed that the Shipper has opted for the guarantee deposit form.

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When all or part of the guarantee consists of a guarantee deposit, the Shipper shall be billed the corresponding amount or any increase in the said amount by the Operator before the date of the first Unloading operation indicated in the Special Conditions or thirty (30) days before the effective date of the increase and in all cases at the latest thirty (30) days after the date the Contract is signed. The Shipper must make the payment at latest within eight banking days of the date of issue of the invoice. In the event of a decrease in the Guarantee amount, the amount corresponding to such a reduction shall be applied by credit issued by the Operator to the advantage of the Shipper, having deducted, if necessary, the remaining sums due from the Shipper to the Operator pursuant to the Contract or any other contract that may exist between the Shipper and the Operator. The guarantee deposit shall bear a monthly interest at the Interbank one month rate offered within the Euro Zone (Euribor 1 month) at the rate applicable on the first day of that month, for the period between the date of payment to the Operator and the date of repayment by the Operator. The Operator shall pay back the guarantee deposit upon expiry of the Contract, after deduction, if appropriate, of any sums remaining due from the Shipper to the Operator pursuant to the Contract or to any other contract existing between the Shipper and the Operator. The interest shall be subject to a discount on invoice or a credit issued at the end of each Billing Period by the Operator to the benefit of the Shipper.

In all other cases, the Shipper shall supply the Operator with an original copy of the Guarantee before the date of the first Unloading operation indicated in the Special Conditions or thirty (30) days before the effective date of the change and in all cases at the latest thirty (30) days after the Contract is signed.

10.1.2 EARLY SEND-OUT GUARANTEE

In the event of subscription to the Early Send-Out Service for a month $M+1$, the Shipper shall, before the last day of M , provide the Operator with a guarantee in one of the forms outlined in article 10.1.1 of which the amount, calculated by the Operator, shall be equal to:

$$QN \times (P_{max} + C(T)) \times 1.5$$

where QN is the maximum scheduled negative inventory, expressed in MWh, for this Shipper for the relevant period by virtue of the Early Send-Out Service.

P_{max} is the highest value (expressed in EUR/MWh) of the prices on the PowerNext Gas Futures Monthly Index published by POWERNEXT SA for the North PEG for the twelve months before the period in question.

$C(T)$ is a transport rate and is explained in article 9.7.

The guarantee must be valid at least until the end of the month after the Month in which an Unloading operation is scheduled for which the Early Send-Out Service will be requested.

10.2 MONTHLY BILLING

The Operator shall send the Shipper the invoice for any Month M , after the end of the Month in question. It includes:

- the tariff proportional to the Unloaded Quantity pursuant to article 9.2 (PQD_m);
- the tariff proportional to the Number of Unloading operations pursuant to article 9.3 (PND_m);
- a tariff monthly flat rate $PUCR_{m,pr}$ proportional to the use of the regasification capacities pursuant to article 9.4, corresponding to the term calculated over the Billing Period with the Contractual Schedule and divided by the number of Months in the Billing Period;
- a monthly flat rate PMS_m for the seasonal difference tariff pursuant to article 9.5, corresponding to the PMS term calculated over the Billing Period with the Contractual Schedule and divided by the number of Months in the Billing Period;
- the tariff corresponding to the valuation of the Gas in kind pursuant to article 9.7 (PPG_m);
- if applicable, the LNG Inventory Transfer service use tariff pursuant to article 9.6 (PTS_m);
- if applicable, the penalties for late cancellation of an Unloading operation scheduled pursuant to article 9.9;
- if applicable, the tariff for use of the Send-Out Postponement or Early Send-Out Services referred to in articles 9.13 and 9.14;
- if applicable, the expenses incurred by the Operator to correct the Wobbe index and/or the GHV of a Cargo the characteristics of which do not comply with the specifications of article 12.1;
- if applicable, the costs, overheads and operating losses incurred by the Operator as a result of the Vessel occupying the Terminal berth for a period in excess of the Vessel's Total Guaranteed Time at Berth,
- where appropriate, interest due under the terms of the article 10.1;
- the taxes and payments applicable under the conditions set out in article 20;
- if applicable, the credit note corresponding to the value of the Gas Restitution operation described in article 9.8.

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During the last Month in the Billing Period, the following are included, if applicable, in the monthly invoice:

- o the difference between, on the one hand, the proportional tariff for the use of the regasification capacity (PUCR) calculated on the basis of the Number of Unloading operations and the total effective Quantities Unloaded over the Billing Period, and, on the other, the monthly flat rates billed for the said Period;
- o the difference between, on the one hand, the seasonal difference tariff (PMS) calculated on the basis of the total Quantities effectively Unloaded over the Billing Period and, on the other, the monthly flat rates billed for the said Period;
- o the amount related to the minimum payment obligations determined in accordance with article 9.10.

Likewise, the Shipper shall send the Operator, at the beginning of the Month following the Month considered, an invoice corresponding to the Gas in kind calculated in accordance with the same method as the one established by the Operator and referred to in article 9.7.

If applicable, the Shipper shall send the Operator a credit note relating to the Gas Restitution operation at the start of the Month following the Month in question. It shall be calculated using the same method as that drawn up by the Operator and referred to in article 9.8.

If applicable, the Operator shall send the Shipper invoices relating to Specific Services. These invoices are issued on a case-by-case basis and can be viewed as separate from the monthly invoice for the Month in which the said Specific Services were provided.

The invoice may be drawn up on the basis of provisional data. In this case, the Operator shall wherever possible send the Shipper the invoice drawn up on the basis of the final data within sixty (60) days at the latest of the end of the Month in question.

The invoice for any Month must be paid at the latest by the 20th of the following Month, or by the tenth (10th) calendar day after its date of issue, if this second date falls later. The invoice for a Specific Service must be paid by the tenth (10th) calendar day following its date of issue. If the day thus determined is a bank holiday in the country in which, according to the Special Conditions, the Shipper's bank is located, the payment due date shall be moved to the next banking day.

No discount is given for early payment.

A payment is deemed to have been made once the Operator's bank account has been credited with the invoiced amount in full.

In the event of late payment of all or part of an invoice, the sums due shall bear interest at a rate equal to three (3) times the statutory rate of interest applicable on the date that the invoice was issued, counted by the exact number of days elapsed from the date payment was due and the date settlement of the invoice was actually effected.

The Shipper has sixty (60) calendar days from the date of receipt of the invoice in which to contest the amount. Beyond this deadline, the invoice shall be deemed to have been accepted. In the event that the Shipper contests all or part of the amount of an invoice, it must nevertheless pay its full amount under the aforementioned conditions, unless it is an obvious error on the part of the Operator.

Unless it is an obvious error on the part of the Operator, any adjustment to a disputed invoice shall bear interest through the application of the one Month interbank rate available within the Euro zone (1 month Euribor) for the last Month in the quarter preceding the month the invoice was issued, calculated according to the exact number of days elapsed between the payment due date and the effective payment date.

11 DETERMINING THE QUANTITIES UNLOADED AND SENT OUT

11.1 DETERMINING THE QUANTITIES UNLOADED

11.1.1 CARGO INSPECTION OPERATIONS AND QUANTITY CERTIFICATE

Two Cargo inspection operations, before and after Unloading respectively, shall be carried out by the Operator and the Shipper on board the Vessel in accordance with appendix 4. These operations involve carrying out gauging, temperature and ceiling pressure measurements in the Vessel's tanks. A Quantity Certificate including the results of these measurements, as defined in appendix 4, is drawn up and

signed by the Shipper and the Operator on completion of each Cargo inspection operation.

The Shipper and the Operator shall come to an agreement on the way the fraction of the Cargo trapped in the Vessel's manifolds should be counted if found not to be the same during the two Cargo inspections. They shall also come to an agreement, if the Shipper chooses to burn all or part of the Cargo in the Vessel's machinery, on the way the corresponding burned fraction is to be counted.

If the Shipper is not available, and unless otherwise notified on its part, the Captain shall be authorised to represent the Shipper in all inspection operations, and in particular in signing the Quantity Certificate.

11.1.2 MEASURING THE CHARACTERISTICS OF THE UNLOADED LNG AND THE RETURN GAS

To measure the characteristics of the LNG unloaded, LNG samples are taken and regasified from a tap located between the unloading arms and the Terminal storage tanks. To measure the characteristics of the Natural Gas returned by the Terminal to the Vessel ('gas return' or 'return'), Natural Gas samples are taken from a tap located in the Terminal gas return line.

The Gross heating Value (mass and volume) and the Wobbe index are calculated in accordance with appendix 4 from the measurements referred to in the first subparagraph of the paragraph herein.

The LNG density is calculated in accordance with appendix 4 from the measurements referred to in the first subparagraph of the paragraph herein and article 11.1.1.

11.1.3 DETERMINING THE UNLOADED QUANTITY AND UNLOADING CERTIFICATE

On completion of Unloading, an Unloading Certificate as defined in appendix 4, including the results of the measurements and calculations carried out on board and on the shore, is drawn up and signed by the Operator and then sent to the Shipper.

The Unloaded Quantity is calculated in accordance with the following formula:

$$E = (V \times d \times H_m) - Q_r - Q_{mach}$$

where:

- o E is the Quantity Unloaded, expressed in MJ (megajoules),
- o V is the LNG volume unloaded, expressed in m³ (cubic meters), measured and calculated in accordance with article 11.1.1 and appendix 4,
- o d is the density of LNG samples, kg/m³ (kilograms per cubic meters of LNG), calculated in accordance with article 11.1.2,
- o H_m is the GNL mass Gross Heating Value, expressed in MJ/kg, determined from the mean measurement of the LNG content in accordance with paragraph 11.1.2,
- o Q_{mach} is the amount of Natural Gas used by the Vessel to operate its machinery.
- o Q_r is the quantity of energy sent back by the Terminal to the Vessel during Unloading, expressed in MJ and calculated in accordance with the following formula:
$$Q_r = V \times \{273.15 / (273.15 + T)\} \times \{p / 1013.25\} \times H_v$$

where:

- T is the gas phase temperature, expressed in °C (degrees Celsius), measured and calculated in accordance with article 11.1.1 and appendix 4,
- p is the mean pressure in the Vessel's tanks on completion of unloading, expressed in mbar (millibar), measured and calculated in accordance with article 11.1.1 and appendix 4,
- H_v is the volumetric Gross heating Value of the return gas, expressed in MJ/m³, determined from the mean measurement of the Natural Gas content in accordance with article 11.1.2.

For billing and scheduling purposes, the Unloaded Quantities are converted into MWh at the rate of 1 MWh = 3,600 MJ.

11.2 DETERMINING THE DAILY QUANTITIES SENT OUT

Each day, the Daily Quantity Sent Out over the Network at the PITTM is deemed to be equal to Daily Quantity Scheduled by the Operator.

11.3 RECTIFICATION, VERIFICATION AND USE OF THE MEASUREMENTS CARRIED OUT ON THE TERMINAL

11.3.1 OPERATOR MEASURING INSTRUMENT AND RECTIFICATION

The Measuring Equipment and the calibration principles for the analysers used are described in appendix 4.

If this Equipment stops or malfunctions, or if a component of the Equipment is found not to comply with the current statutory standards, the Operator shall perform a rectification for the period beginning from the date of the last verification in which the component in question was found to be in conformity and ending on the date the conformity of the said component was re-established. The Operator shall inform the Shipper of the rectification performed. Subject to compliance with the Operator's confidentiality obligations, the Operator shall provide the Shipper, at its request, with the items justifying this rectification.

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11.3.2 VERIFICATION AND CORRECTION OF MEASUREMENTS AT THE SHIPPER'S REQUEST

The Shipper is always entitled to attend the measurements carried out on the Terminal. It is entitled to ask for any component or set of components of the Cargo Measuring Equipment and Gas Measuring Equipment to be checked, either by the Operator, or by an expert designated by joint agreement.

If the check shows that the accuracy of the component or set of components checked leads to an uncertainty of 1% or less in the calculation of the Unloaded Quantity, and provided that the accuracy of the Vessel's measuring devices complies with appendix 4, the measurements shall not be corrected and the verification costs shall be borne by the Shipper.

If, however, the check shows an uncertainty strictly greater than 1% in the calculation of the Unloaded Quantity, and if no other agreement is reached between the Operator and the Shipper, the Unloaded Quantities shall be corrected for half of the period between the day the check was carried out and the day the last calibration was carried out by the Operator.

11.3.3 USE OF MEASUREMENTS BY THE OPERATOR

The Operator may make unrestricted use of the measurements it carries out under the Contract, within the limit of its confidentiality obligations. It shall supply these measurements to the Shipper at its request and to the extent that they are used directly to determine the Quantities Unloaded and Sent Out.

12 GAS QUALITY

12.1 UNLOADED LNG SPECIFICATIONS

The unloaded LNG must comply with the following specifications:

| Characteristic | Specification |
|---|--|
| Gross Heating Value (combustion conditions at 0 °C and 1.01325 bar) | Between 10.70 and 12.75 kWh/m ³ (n) (combustion at 25°C: 10.67 to 12.72). |
| Wobbe index (combustion conditions at 0 °C and 1.01325 bar) (1) | H-type gas (2): 13.64 to 15.65 kWh/m ³ (n) (combustion at 25°C; 13.60 to 15.61) |
| Sulphur content in mercaptan | Less than 6 mg de S/m ³ (n). |
| Sulphur content of COS+H ₂ S | Less than 5 mg de S/m ³ (n). |
| Total sulphur content (1) | Less than 30 mg de S/m ³ (n). |
| Hg | Less than 50 ng/m ³ (n). |
| O ₂ | Less than 10 ppmv. |
| Trace elements | Gas that can be received without undergoing additional treatment on entering the Terminal. |

(1) These values were taken from those discussed within the framework of the Eassee-gas association. Target dates for their application are yet to be fixed. Until these dates have been set, LNG with the following characteristics shall temporarily be considered acceptable for the Fos-Tonkin and Montoir-de-Bretagne terminals:

- Wobbe index higher than 13.40 kWh/m³ (n) (combustion at 0°C),
- Total sulphur content up to 75 mgS/m³(n).

(2) H-type gas: high calorific value gas

12.2 LOADING CERTIFICATE AND MEASUREMENT METHODS

Upon departure from the Loading Port, the Shipper shall send the Operator a Loading Certificate filled out in accordance with appendix 4, indicating the LNG characteristics measured at Loading and those expected at Unloading. The Certificate shall be sent by fax or e-mail to the two addresses for the Terminal and the Operator's operational representative, which are listed in appendix 2.

The Shipper must make sure that the methods used for determining the LNG characteristics measured at Loading comply with applicable international standards (ISO, GPA, CEN, ASTM). The Operator may require that the Shipper have these characteristics validated by an independent auditing company. Any fees arising from this shall be borne by the Shipper.

12.3 CONSEQUENCES OF NONCOMPLIANCE WITH SPECIFICATIONS

If the value in the Loading Certificate does not comply with the specifications laid down in article 12.1, the Operator shall be entitled either to refuse the corresponding Cargo, or make its acceptance dependent on:

- (i) the Shipper's payment of an additional compensation intended to cover the costs of establishing the Cargo's conformity,

and/or

- (ii) making a change to the Cargo Window of Arrival.

If it refuses the Cargo, the Operator shall inform the Shipper of its decision no more than eighteen (18) hours after the receipt of the Loading Certificate.

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If the Operator unloads a Cargo that does not comply with the specifications laid down in article 12.1 after having explicitly accepted it as such, it shall not claim any compensation from the Shipper whatsoever in relation to this non-conformity, apart from the aforementioned additional compensation, provided that the characteristics of the LNG unloaded comply with the forecast accepted by the Operator under the conditions laid down in the first paragraph of this article.

If a Cargo is Unloaded that does not comply with the forecast accepted by the Operator, or does not comply with the specifications laid down in article 12.1 without having been previously and explicitly accepted as such by the Operator, the Shipper shall refund the Operator the costs and financial consequences arising from such a non-conformity, and in

particular any penalties, damages and compensation of any type that the Operator may be required to pay to third parties, any costs incurred in re-establishing the conformity of the gas with the said specifications, as well as any damage caused to its own facilities.

The Operator may interrupt the Unloading of any Cargo that does not comply with the specifications outlined in article 12.1 and was not accepted as such, or that does not comply with the forecast that it accepted in accordance with the previous paragraph, without it being liable as far as the Shipper is concerned for such an event and without prejudice to any damage or loss costs that the Shipper may owe the Operator as a result of this Cargo.

13 RIGHTS RELATING TO THE GAS AND ADMINISTRATIVE AUTHORISATIONS

The Shipper certifies that it holds the rights allowing it to make LNG available to the Operator at the Terminal berth. It shall guarantee the Operator against the financial consequences of any recourse by third parties or payment of compensation to a third party invoking rights as regards LNG and/or Natural Gas.

It certifies that it holds the administrative permits and authorisations required to perform Unloading operations at the Terminal, and shall compensate the Operator for any consequences arising from not having the said permits or authorisations.

14 FORCE MAJEURE AND SUSPENSION OF CONTRACTUAL OBLIGATIONS

Each Party shall be released from its obligations under the terms of the Contract in the cases and circumstances referred to below, for the period and within the limit of the effects of the said cases and circumstances on the said obligations:

- a case of force majeure, which is defined as any event beyond the control of the Party invoking it, and which cannot be surmounted through reasonable efforts that the Party acting as a Prudent and Reasonable Operator is obliged to make, preventing it from performing all or part of the obligations incumbent upon it under the terms of the Contract;
- the circumstances listed below, without necessarily having to meet all the criteria set out in the preceding paragraph, insofar as their occurrence affects the Party invoking them and prevents it from performing all or part of the obligations incumbent upon it under the terms of the Contract:
 - strike,
 - machine breakdown or failure, or operational accident or equipment accident, which does not result from lack of maintenance or abnormal use of the facilities;
 - unfavourable climatic or nautical conditions;
 - event for which a third party is responsible, the occurrence of which could not have been reasonably foreseen by the Party invoking it, acting as a Prudent and Reasonable Operator;

- loss of the administrative authorisations required for operating the Terminal facilities (construction permit, operating authorisation) despite the efforts of the Party invoking this cause, acting as a Prudent and Reasonable Operator;
- event or circumstance preventing the Network Operator from performing its obligations under the Transmission Contract.

The Shipper cannot invoke a circumstance affecting its LNG supplies or any other event affecting the Cargo transport up to the Vessel coming alongside the Terminal to be released from its minimum payment obligation pursuant to article 9.10. In addition, it shall not be released from its obligations or exonerated from its liability pursuant to the article herein as a result of consequences or omissions on the part of the Captain or the Ship Owner or its subcontractors if any.

The Party invoking a case or circumstance pursuant to the article herein must inform the other Party thereof as soon as possible by phone, fax or any other means agreed on between the Parties, and provide confirmation by sending a Notification of Force Majeure by post.

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The Party concerned, acting as a Prudent and Reasonable Operator, shall take all reasonable steps to minimise the effects of the case or circumstance referred to and shall endeavour to ensure that normal performance of the Contract is resumed as soon as possible. During the period in which its obligations are interrupted, it shall inform the other Party of the effects of the case or circumstance considered on the fulfilment of its contractual obligations, the date such effects cease, the steps it is taking and intends to take to minimise them, the schedule for implementing these steps and the estimated time required to resume normal Contract performance.

In compliance with its legal and statutory obligations at the time of occurrence of the case or circumstance considered, the Operator shall pass on its effects to all the Users of the

Terminal indiscriminately. The reasonable steps that it is required to take by way of the article herein only includes those steps that are available to it in its capacity as Operator, to the exclusion of recourse to gas storage or purchasing services.

If the occurrence of a case or a circumstance referred to in the article herein prevents one of the Parties from performing its obligations for a period of more than thirty (30) days, the Parties shall meet to examine the adjustments to be made to their respective contractual obligations to take this new situation into account. If no agreement can be reached between the parties within sixty (60) days of the occurrence of the said event or situation, either of the Parties may terminate the Contract without notice, without any indemnity becoming due and without any kind of legal formality being necessary.

15 TERMINAL MAINTENANCE

The Operator shall endeavour to carry out any Terminal tests, maintenance and extensions under conditions that minimise the consequences of such operations for Terminal Users. In compliance with its legal and statutory obligations at the time these operations are carried out, the Operator shall pass on their consequences to all the Terminal users indiscriminately. Its contractual obligations shall be suspended for the period and within the limit of the effects of these operations on these obligations.

By no later than 15 December of the year N-1, the Operator shall publish the provisional maintenance operations scheduled on the Terminal, for the years N and N+1, which are likely to affect the Contract performance. These forecasts indicate the extent to which and for how long the Operator's contractual obligations are affected; they shall be updated once a month by the Operator on the basis of the information available to it.

If such operations are likely to affect Contract performance, the Operator shall inform the Shipper thereof as soon as possible and by no later than two (2) months before their scheduled commencement date. By no later than ten (10) working days before this date, it shall notify the Shipper of the extent to which and for how long Contract will be affected.

In the event of a major event relating to the scheduling of Terminal maintenance operations, which is likely to affect Contract performance, within a time of less than ten (10) days, and not scheduled up to then, the Operator shall inform the Shipper of the extent to which and for how long its contractual obligations will be affected.

In the event of a maintenance operation on the gas arm, the Operator may require the Shipper to ensure that the Vessel uses its own resources to carry out Unloading without a gas arm, and without changing the Unloading time.

16 SAFETY AND OPERATIONAL INSTRUCTIONS

Notwithstanding any stipulation to the contrary, the Operator, acting as a Prudent and Reasonable Operator, may at any time take any action to preserve the safety of the goods and persons and/or the integrity of the Terminal or Network, and/or to guarantee the performance of its legal or statutory obligations, including any action, the consequence of which entails an adjustment or an interruption of the service supplied to the Shipper pursuant to the terms of the Contract, provided Terminal Users are treated indiscriminately in accordance with the applicable legal and statutory provisions. In particular, the Operator may inform the Shipper, by any means, of the

Operational Instructions which the Shipper shall comply with or, as applicable, require the Ship owner and the Captain to comply with.

Under such circumstances, the Shipper shall not be entitled to any compensation on the part of the Operator or its insurers for the consequences of a reduction or an interruption in the Terminal Unloading or Send out operations. It shall also hold the Operator harmless against any recourse by a third party or payment of compensation to a third party with which the Shipper is contractually bound.

17 LIABILITY AND INSURANCE

17.1 LIABILITY WITH REGARD TO THIRD PARTIES

The Operator and the Shipper shall each bear the financial consequences of their third-party liability by virtue of common law, as a result of any damage caused to a third party during the performance of their respective obligations under the Contract. The Shipper shall in particular be liable for any damage resulting from contractual or statutory procedures not being complied with by the Ship owner, Captain, Port Authorities and Port Department, or their employees and subcontractors.

The Shipper shall be liable, in accordance with article 12.3, for the financial consequences of its third-party liability as a result of any damage caused to a third party following the Unloading of a Cargo that is not in conformity with the specifications defined in article 12.1 and which has not been accepted as such by the Operator. The Shipper shall consequently hold the Operator harmless against any recourse by a third party or payment of compensation to a third party on account of such damage.

As an exception to the principle set forth in the aforementioned paragraph and in accordance with article 12.3, the Operator shall remain liable for the financial consequences of its third-party liability as a result of any damage caused to a third party following the Unloading of a Cargo that is not in conformity with the specifications defined in article 12.1, but which is accepted as such by the Operator. The Operator shall consequently hold the Shipper harmless against any recourse by a third party or payment of compensation to a third party on account of such damage.

17.2 LIABILITY BETWEEN THE PARTIES

17.2.1 INJURY OR LOSS OF LIFE

The Operator and the Shipper shall each be liable for the consequences of any physical injury that could, during the performance of their obligations that are respectively incumbent on them under this Contract, affect the staff they employ directly or indirectly, whoever committed the act causing such physical injury.

As a result, the Operator and the Shipper, in undertaking to procure compliance with this undertaking by their respective subcontractors, suppliers and insurers, shall waive the right to any recourse against one another in respect of such damage, subject to the formal rights of interested parties or their successors and assignees and those of the Social Security Authorities.

17.2.2 PROPERTY DAMAGE

The Operator and the Shipper shall assume liability for any property damage that they may cause, in fulfilling their respective obligations under the Contract, to the facilities owned by, or in the custody of, the other Party, irrespective of the party having caused the said property damage. The Shipper shall in particular be liable for any damage resulting from contractual or statutory procedures not being complied with by the Ship owner, Captain, Port Authorities and Department, or employees and subcontractors.

As an exception to the principle set forth in the aforementioned subparagraph and in accordance with article 12.3, the Operator shall assume liability for any property damage caused to the installations it owns, or has custody of, when such damage is caused by the Unloading of a Cargo which does not comply with the specifications defined in article 12.1 but which it has accepted as such. The Operator shall accordingly waive any right of recourse against the Shipper for such damages.

17.2.3 CONSEQUENTIAL LOSS

The Operator and the Shipper shall each be liable for the consequences of any consequential loss that could affect them during the performance of their obligations incumbent on them under this Contract, irrespective of the party having committed the act causing such consequential loss. As a result, the Operator, the Shipper and their respective insurers shall waive any recourse against one another in respect of such consequential loss.

As an exception to the principle set forth in the aforementioned paragraph, the Operator may, in the event of consequential loss duly justified by third parties as a result of a proven breach on the part of the Operator of its contractual obligations, be liable with regard to the Shipper for the justified payment of compensation to such third parties by the Shipper.

Likewise, in the event of consequential loss duly justified by third parties as a result of a proven breach on the part of the Shipper of its contractual obligations, the Shipper may be held liable for the payment of compensation to such third parties by the Operator.

By virtue of this article, article 17.2.3, the liability of the Operator and the Shipper shall, however, be limited to:

- per event, a sixth of the amount corresponding to the Shipper's minimum payment obligations pursuant to article 9 for the Billing year considered, up to a maximum limit of one million five hundred thousand (1,500,000) euros;
- per calendar year, twice the above amount stated above.

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The Shipper and the Operator shall consequently waive any recourse against each other in respect of such damage beyond these upper limits.

17.3 INSURANCE

Each Party must take out the insurance policies required to cover the risks they are liable for under the Contract. Each party shall pay the premiums and any deductibles in respect of such policies. Each party shall consequently obtain from its insurers the renunciation of the subrogatory rights of the said insurers within the limit of the waivers of recourse set out in article 17.

18 CHANGE TO THE CONTRACTUAL UNLOADING SCHEDULE

At any time during the Validity Period, the Shipper is entitled to request a change to the Contractual Unloading Schedule.

If such a request concerns an increase in the Contractual Number of Unloading operations or in the Contractual Quantity Unloaded, the Operator shall make all responsible efforts to accept such a request, in compliance with the current legal and statutory provisions.

If such a request concerns a decrease in the Contractual Number of Unloading operations or in the Contractual Quantity Unloaded, the Operator is under no circumstances required to accept it.

Any change in the Contractual Number of Unloading operations or the Contractual Quantity Unloaded shall be covered by a Contract additional clause.

19 CONTRACT REVISION

19.1 REVISION LINKED TO CHANGES IN LEGAL AND STATUTORY PROVISIONS

If new legal or statutory provisions or provisions issued by competent bodies come into force that may have a direct or indirect influence on the execution of the Contract while the contract is valid, these new provisions shall be applied fully from the date of their entry into force, with no compensation of any sort being due.

The Operator shall inform the Shipper of revisions before they take effect.

Modifications made in this way shall, if necessary, give rise to an amendment to the Contract.

19.2 OTHER CASES FOR REVISION

In all other cases, the Operator shall inform all Shippers of suggested revisions to the Contract.

The Shipper shall then have thirty (30) calendar days from receipt of notification to voice its opposition to the suggested revision. It must give proper justification for its opposition.

If, at the end of the period mentioned above, the Shipper has not provided written notice of its opposition, the suggested modification shall be deemed to have been accepted by the Shipper and the Contract shall be modified by an amendment.

If the Shipper provides notice of its opposition to the suggested modification before the end of the period mentioned above, the Parties shall meet to negotiate in good faith with a view to deciding the terms for revising the Contract.

Unless there is a specific agreement between the Shipper and the Operator, the Contract shall continue to use the conditions in force.

As an exception to the provisions outlined above, the Operator may revise the Contract without the Shipper being able to oppose the modifications if the revision deals with:

- o appendices 3, 4 and 5;
- o improving security at the Terminal.

Any revision decided upon within the framework of this article, article 18.2, shall enter into force on the date of entry into force announced by the Operator.

20 DUTIES AND TAXES

Each Party shall pay any duties and taxes incumbent on it pursuant to the regulations in force at any time. The Tariff specified in the Contract and to be paid by the Shipper is

exclusive of any tax or deduction of a similar type resulting from this regulation.

21 CUSTOMS AND ADMINISTRATIVE FORMALITIES

The Shipper shall deal with the administrative and customs formalities required to import the LNG unloaded under the Contract.

22 INFORMATION

The Parties shall keep each other informed, at all times and as soon as possible, of the details of any event or circumstance or information which could significantly affect Contract performance.

In the event of a major incident endangering the Vessel or its Cargo (running aground, etc.) occurring between Vessel Loading and Unloading, the Shipper shall inform the Operator of changes to the situation, giving details by phone or fax, on an hour by hour basis, as soon as the incident is brought to its attention.

Information shall be exchanged between the Shipper and the Operator:

- by e-mail or through an Information System provided to the Shipper by the Operator, for operational data relating to scheduling of sending out and Vessels (see e-mail address of the Operator's operational representative specified in appendix 2). A communication form model for information purposes is available from the Operator's website;
- through an information system made available to the Shipper by the Operator, as regards production data (unloaded Quantities, inventory levels, etc.).

23 CONFIDENTIALITY

Unless otherwise expressly specified under the terms of the Contract or through specific legal or statutory provisions, each Party agrees to treat as confidential with regard to third parties, any information supplied by the other Party in the preparation or performance of the Contract.

The Parties shall not be liable for the disclosure of information if such information:

- (i) is in the public domain, or
- (ii) is lawfully obtained by sources not subject to a confidentiality obligation on the part of the Party having disclosed such information, or
- (iii) must be communicated to a third party because it is required by a law, or by a decision taken by a court or by a competent public authority, or

- (iv) must be communicated to the respective advisers or statutory auditors of the Parties.

This confidentiality obligation shall bind the Parties for a period of five years from the date the information is disclosed and shall prevail after any cancellation or termination of the Contract.

Moreover, the Operator shall undertake to keep confidential all commercially sensitive information provided by the Shipper when preparing or executing the contract with respect to its employees or officials involved in the purchase or sale of natural gas in France, in compliance with the applicable legal and statutory provisions (Decree no. 2004-183 of 18 February 2004).

24 TERM

The Contract shall come into effect at its signature date and expire after the Validity End Date laid down in the Special Conditions.

Any reduction and interruption of service shall have no effect on the term of the Contract.

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25 TERMINATION

In the event of a repeated breach by either of the Parties of their obligations under the terms of the Contract, and without prejudice to the application of the sanctions provided for in the Contract for such breach, the other Party may unilaterally

terminate the Contract, giving thirty (30) days notice by registered letter with acknowledgement of receipt, with no other formality whatever, whether legal or otherwise.

26 TRANSFER

The Shipper is entitled to transfer some or all of its rights and obligations under the terms of the Contract to a third party with the Operator's prior written consent. A refusal decision must be justified by well-founded reasons (for example: safety requirements, solvability, etc.).

For the Shipper using Continuous Service, the transfer can only relate to a Contractual Number of Unloading operations (NDC) such that, after the transfer, the transferring party continues to benefit from the Continuous Service and the transferee benefits or continues to benefit from the Continuous Service. However, the Shipper benefiting from the Continuous Service may request the Operator to examine the feasibility of a transfer dispensing with the previous conditions and the Operator shall make every effort to meet this request.

For the Shipper using Uniform Service or Spot Service, the transfer may relate to all or part of the Contractual Quantity Unloaded (QDC) and the Number of Contractual Unloading operations (NDC).

The Shipper shall inform the Operator of a transfer request stipulating the transferring party's identity, and the transfer purpose and term.

The transfer shall be subject to a Contract additional clause signed with the transferee and a contract signed with the transferee.

In all cases, the transfer is contingent on the transferee complying with all Contractual conditions. During the transfer period, the transferee shall fully stand in for the transferring party.

27 DISPUTES AND APPLICABLE LAW

The Parties shall make all efforts to resolve amicably any dispute concerning the preparation, performance or interpretation of the Contract. If the parties are not able to reach an amicable agreement, such a dispute shall be settled by the Paris Commercial Court and/or the Energy Regulatory

Committee (CRE) within the framework of the tasks assigned to it by article 38 of law no. 2000-108 of 10 February 2000.

The Contract shall be governed by French law both in terms of its substance and in terms of the applicable procedure.