

Appendix 3 : Liquefaction by Equivalence Service (BioLNG)

For the purpose of interpreting this Annex, words or expressions beginning with a capital letters have the definition given to them in Article 1 of the framework contract.

The Parties agree to add the following definitions to Article 1 of the General Terms and Conditions of the Contract:

Biogas : defined within the meaning of Article L211-2 of the Energy Code.

Biomethane : is defined in accordance with French regulations as either biogas produced from household and similar waste or by the methanation of non-hazardous products or waste in a digester and whose characteristics allow it to be injected into a natural gas network.¹

Proof of Sustainability (or PoS): refers to a declaration issued by an economic operator on the basis of a certificate issued under a voluntary scheme certifying the compliance of a specific quantity of Biomethane with the sustainability and greenhouse gas emission reduction criteria in accordance with the Reference Regulation. The mechanism of Proof of Sustainability is different from that of guarantees of origin as referred to in the "RED III" Directive, which is not handled by the Operator and is under the sole responsibility of the Client if the latter decides to use it.

Price of the Liquefaction Service by Equivalence ("PSLE"): refers to the price of the service described in point 5 of Appendix 3.

Reference Regulation: refers to the following provisions:

- Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources known as 'RED II' and in particular Articles 25(2) and 29 of Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules for verifying

¹ Article 2 of the Decree of 13 December 2021 setting the conditions for the purchase of biomethane injected into natural gas networks

compliance with sustainability and greenhouse gas emission savings criteria and criteria for low indirect land-use change risk

- *Directive (EU) 2023/2413 of the European Parliament and of the Council of 18 October 2023 amending Directive (EU) 2018/2001, Regulation (EU) 2018/1999 and Directive 98/70/EC as regards the promotion of energy from renewable sources, and repealing Council Directive (EU) 2015/652, known as 'RED III'.*

Liquefaction by Equivalence Service: *refers to the obligations of the Parties defined in Annex 3 in the context of the performance of the service by the Operator at the express request of the Customer and allowing the Customer to obtain from the Operator a Proof of Sustainability associated with a quantity of LNG loaded by the Customer into the LNG truck by the liquefaction of a quantity of Biomethane injected into the interconnected infrastructure within the meaning of the Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules for verifying compliance with sustainability criteria.*

Liquefaction by Equivalence Service term ("TSLE"): *means the tariff term described in item 5 of Annex 3.*

1) Activation and conditions of implementation of the Liquefaction by Equivalence Service

To benefit from the Liquefaction by Equivalence Service, the Client must provide the Operator with its up-to-date certification and subsequently its renewal as soon as possible as issued by a certifying body in accordance with the Reference Regulations. The Client undertakes to notify the Operator as soon as possible in the event of non-renewal, modification, suspension or loss of its certification. Similarly, the Operator undertakes to notify the Client as soon as possible in the event of non-renewal, modification, suspension or loss of its certification.

2) "Incoming" Proof of Sustainability (PoS)

No later than the 5th of Month M+1 (for Loads in Month M), the Customer shall provide the Operator with the Biomethane Proofs of Sustainability (PoS) in the format provided for by the certification body, known as "incoming PoS", on which the Biomethane Production Month indicated in the Proof of Sustainability must be prior to or equal to the Loading Month and mentioning in particular the address of the Terminal.

The Operator may only accept an incoming Proof of Sustainability if:

- *it is complete, valid and complies with the requirements of the RED III Directive and the rules published on the website of the ISCC certification body at the time of the operation. If it does not meet these requirements, the Operator may refuse the Proof of Sustainability after requesting explanations in writing from the Client and the Client has not responded within 2 (two) working days or has not provided a satisfactory response, and;*

- it is transmitted to the Operator in a timely manner, and;
- the certification, issued by an approved certification body in accordance with the Reference Regulations, of the Client is still in force.
- the certification, issued by an approved certifying body in accordance with the Reference Regulations, of the Operator is still in force.

3) "Outgoing" Proof of Sustainability

The Operator is responsible for issuing the "outgoing" Proof of Sustainability in the format of the ISCC certification body within 5 (five) working days after the Loading operation, or within 5 (five) working days after receipt of the incoming SOP if the latter is sent after the Loading operation.

The outgoing Proof of Sustainability will be issued by the Operator based on:

- the information provided by the Client in the incoming Proof of Sustainability which will be completed by the Operator of the value of the liquefaction. If no value has been indicated in the incoming Proof of Sustainability by the Client in the "Etd,prod." box or if it is void, no Proof of Sustainability will be issued until an agreement is reached by the Parties. Failure to reach an agreement between the Parties shall constitute the suspension of the 5 (five) working day period indicated above without breach of contract by either Party. If the Parties fail to agree within a timeframe compatible with the issuance of the outgoing Proofs of Sustainability provided for in the ISCC rules, the outgoing Proofs of Sustainability will not be issued and the Operator will not be held liable;
- the liquefaction yield, any adjustment of the values of the incoming Proof of Sustainability in accordance with the ISCC rules;
- the "Ep" value modified by the Operator to take into account the carbon content of the liquefaction, which will be regularly updated in accordance with the ISCC rules contained in the referenced document "ISCC EU 205", paragraph 4.3.5.2. The value of Ep on the date of signature of the Letter of Agreement corresponds to $Ep_{2025} = 1.4348 \text{ gr}$;
- the information provided by the Customer at the time of transmission of the incoming Proof of Sustainability to the Operator, including the value of "Eu" and the downstream value of "Etd,prod" corresponding to the greenhouse gas emission generated by the transport by Tanker from the Terminal to the final consumer, or the elements allowing the calculation of these "Eu" and "Etd" values, prod" in accordance with the rules of the ISCC. The Operator reserves the right to refuse these values if they appear to be inconsistent in which case, both Parties will make their best efforts to reach an agreement, no Proof of Sustainability will be issued until an agreement is reached.

An outgoing Proof of Sustainability will be associated with a unique delivery address ("receiving point").

4) Responsibility for the information indicated in the Proofs of Sustainability and compliance with the rules of the Terminal's certifying body

The Client is at all times solely responsible for the information mentioned in the incoming Proof of Sustainability, but also for the information communicated to the Operator, and which is reused in the outgoing Proof of Sustainability. The Client remains responsible for this information, including if it is incorrect or incomplete and results in the loss of the Operator's certification. In the event of a proven and repeated breach by the Client, the Operator reserves the right to temporarily suspend or stop the Liquefaction by Equivalence Service for the said Client by way of derogation from Article 21.2 of the General Terms and Conditions without requiring the presence of a case of Force Majeure.

The Operator is responsible for the data that it integrates to issue the outgoing Proof of Sustainability and that is not derived from the data transmitted by the Client.

When entering the values by the Operator to issue the outgoing Proof of Sustainability:

- *A) In the event of an obvious input or calculation error by the Operator, if the error leads to a cancellation of the Proof of Durability, the cost of the service of the corresponding Proof of Sustainability will be reimbursed by the Operator. The Client reserves the right to seek the liability of the Operator.*
- *B) If the data is provided by the Client, and it is reused as is by the Operator, the Operator is not responsible for this data, including in the event of cancellation of the Proof of Sustainability or loss of certification by the Client. If this data results in a loss of certification by the Operator, the Operator reserves the right to seek the Client's liability.*

In the event of a refusal of the incoming Proof of Sustainability by the Operator in accordance with point 2 or consequences related to the issuance by the Operator of an outgoing Proof of Sustainability in accordance with point 3, regardless of whether the data transmitted by the Customer has been modified by the Operator or not, the Customer shall not be entitled to any compensation from the Operator or its insurers. It also guarantees the Operator against any third-party claims or payment of compensation to a third party with whom the Client is contractually bound.

The liability for non-material damage of the Parties may only be implemented subject to the provisions of Article 9.2.3 of the General Terms and Conditions. the Parties agree, however, to derogate from the General Terms and Conditions for liability for non-material damages, in such a case the ceiling referred to in Article 9.2.3 will be limited to 100% of the PSLE for all Evidence of Sustainability associated with a single Load. The Parties expressly agree that these provisions above shall take precedence over Article 9.2.3 of the General Terms and Conditions.

A contractual breach by one of the Parties concerning only the Equivalence Liquefaction Service may result in the partial termination of the Contract for the Equivalence Liquefaction Service under the conditions of Article 12 of the General Terms and Conditions. The Operator reserves the right to terminate the service without affecting the continuation of the LNG Tanker Truck Loading Contract. The Client is informed that the Operator will strictly observe the rules of the ISCC certification body and that a change in the rules or change in the interpretation of the ISCC rules, for example by the auditors, may result in changes to the Equivalence Liquefaction Service. The Client will not be able to object to changes resulting from a change in the ISCC rules.

As an exception to Article 21.2 of the General Terms and Conditions, in the event of the Operator's loss of certification for a reason other than a breach attributable to the Customer, the Equivalence Liquefaction Service may be suspended for the duration of this lack of certification without requiring the presence of a case of Force Majeure. In such circumstances, the Customer shall not be entitled to any compensation from the Operator or its insurers for the consequences of an interruption of the Liquefaction Service by Equivalence. The Client indemnifies the Operator against any third-party claims or payment of indemnity to a third party with whom the Client is contractually bound.

The Client may not seek the Operator's liability for errors or omissions that are attributable to the Client, including if these errors or omissions result in the loss of the Operator's certification and consequently of the Liquefaction by Equivalence service.

5) Equivalence Liquefaction Service ("PSLE") Price:

The PSLE corresponds to the following price (TSLE0):

€1.70 per MWh

The PSLE applies to the energy content in the incoming PoS.

The PSLE will be revised annually, bearing in mind that the value of $ICHT_{revTS0}$ will be the value of $ICHT_{revTS}$ known on January 31 of the base year (2025).

$$TSLE = TSLE_0 \times (0,65 + 0,35 \times ICHT_{revTS} / ICHT_{revTS0})$$

$ICHT_{revTS}$ = last representative value of the Index of the "Revised Hourly Cost of Labour for All Employees, under the heading mechanical and electrical industries" or equivalent value, known at the time of the annual revision of the price considered and published by INSEE [INSEE identifier 001565183].

$ICHT_{revTS0}$ = value of $ICHT_{revTS}$ on 1 January of the year of signature¹

The Parties agree that if the Operator's published price of this service is lower than TLSE, the TLSE will be adjusted to the published price.