

**CONTRACT FOR ACCESS  
TO THE FOS CAVAOU LNG TERMINAL  
FCXXXMMAA**

**English translation for information**

Disclaimer

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BETWEEN:

Fosmax LNG, a Simplified Joint Stock Company with capital of 48,356,960 euros, with its head office located at 11 avenue Michel Ricard, 92270 BOIS-COLOMBES, entered in the Nanterre Trade and Companies Register under number 440 117 653, represented by Mr Christophe Thil, acting in his capacity as Chief Strategy, Development and Marketing Officer, duly authorised for the purposes hereof,

Hereinafter referred to as the "Operator",

Party of the first part,

AND:

[to be completed], a company incorporated under [to be completed] law with registered office in [to be completed], registered in [to be completed] under number [to be completed], represented by [to be completed], acting in the capacity of [to be completed], duly authorised for the purposes of this agreement, Hereinafter referred to as the "Shipper",

Party of the second part,

The Operator and the Shipper shall be individually referred to as a "Party" and collectively referred to as the "Parties",

WHEREAS:

The Operator is the owner, at Fos Cavaou, of a LNG Terminal that may receive Liquefied Natural Gas and shall ensure the commercial operation thereof.

The Shipper aims to subscribe, in an existing contractual framework, to regasification capacities marketed at the Fos Cavaou LNG terminal.

THE FOLLOWING HAS BEEN AGREED:

Article 1

The Operator and the Shipper shall conclude a contract for access to the Fos Cavaou LNG Terminal (the "Contract"). The Contract shall consist of this document and the Appendices hereinafter, having contractual value:

- Appendix 1: Specific Conditions;
- Appendix 2: General Terms and Conditions;
- Appendix 3: Vessel-Related Procedures;
- Appendix 4: Measuring, Counting and Quality Procedures;
- Appendix 5: Price and Value of the Rate Terms;
- Appendix 6: Calculation Terms and Conditions for Reference Send-Outs;
- Appendix 7: Negative Shared Stock Level and Offsetting Procedures.

Unless expressly mentioned otherwise and except for Appendix 1, which in any case shall take precedence in the application and interpretation thereof over the other Appendices of this Contract, in the event of contradiction or difficulty in interpretation between the various contractual documents, the order of priority of their provisions shall be opposite to that of their citation in the above-mentioned list.

In the event of a request to subscribe to capacity by the Shipper that has been accepted by the Operator in compliance with the regulations concerning requests for capacity and their allocation, the Parties agree to conclude an amendment to the Contract implementing modification of Appendix 1 accordingly.

Article 2

The Shipper expressly acknowledges that the Contract shall not prejudice the application of the rules concerning requests to subscribe to capacity and their allocation in effect at the time of the request to subscribe.

Signed in Bois-Colombes in two original copies, on

For the Shipper

For the Operator