

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

English translation for information

Disclaimer

The present translation is not binding and is provided by Fosmax LNG exclusively for information purposes. Fosmax LNG disclaims any warranty of any kind as to the accuracy and completeness of the present translation, the document in French being the sole and unique reference for the execution of the Contract and that would in any case prevail over any translated version. Fosmax LNG reserves the right to update the translation at any time as deemed necessary by Fosmax LNG to improve and/or adjust the quality and/or content of the translation submitted and available on Fosmax LNG's website. The Shipper is free to use the translated document at its own risk and under its own responsibility, and remains liable to check the latest version available on the website for this purpose. In addition to the translation proposed by Fosmax LNG, the Shipper may use at its own risk and costs, other translated documentation if deemed necessary by the Shipper with the understanding that in any event a translation would not be taken into consideration if a discrepancy were to arise between the translation and the French version.

BETWEEN:

Fosmax LNG, a Simplified Joint Stock Company with capital of 48,356,960 euros, with its head office located at 73 Rue Jules Ferry, 92250 La Garenne-Colombes, entered in the Nanterre Trade and Companies Register under number 440 117 653, represented Ms Alice Vieillefosse, 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 La Garenne-Colombes

For the Shipper

For the Operator