# ELENGY

# SPECIFIC CONDITIONS N° [To be completed]

# TO THE FRAMEWORK CONTRACT PROVIDING ACCESS TO THE LNG TERMINAL OF

# [MONTOIR-DE BRETAGNE or FOS TONKIN]

#### ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

#### BETWEEN

**ELENGY**, a *société anonyme* (SA - public limited company) with capital of €132 202 620, having its registered office at 11 Avenue Michel Ricard, 92270 Bois-Colombes, France, entered in the Nanterre Trade and Companies Register under 451 438 782, represented by Mr Christophe Thil in his capacity as Chief Commercial Officer, duly authorised for the purposes hereof,

Hereinafter referred to the "Operator",

#### AND

[To be completed], [company status and capital to be completed], whose registered office is at [to be completed], registered at [to be completed] under number [to be completed], represented for the purposes of this agreement by [name and function to be completed], duly empowered,

Hereinafter referred to the "Shipper".

The Operator and the Shipper hereinafter individually referred to as a "Party" and collectively the "Parties".

The terms beginning with a capital letter in this Specific Conditions have the meaning given in the definitions of the Framework contract.

#### WHEREAS

[To be completed]

#### THEREFORE IT IS AGREED AS FOLLOWS:

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# DESIGNATED REPRESENTATIVES

1

Operator's representatives	Shipper's representatives
<ul> <li>Interlocuteurs :         <ul> <li>commercial :</li> <li>Estelle BARRANGER Responsable Grands Comptes Tél. : +33 (0) 1 46 52 35 74 e-mail : estelle.barranger@elengy.com</li> <li>opérationnel :</li></ul></li></ul>	<ul> <li>Interlocuteurs :</li> <li>commercial :</li> <li>opérationnel :</li> </ul>
Facture :     Estelle BARRANGER     Responsable Grands Comptes     Tél. : +33 (0) 1 46 52 35 74     e-mail : <u>sales@elengy.com</u>	• Facture :

# 

		Shipper's bank
Bank n Bank a	ame: ddress:	
0	Bank code:	
0	Counter code:	
0	Account number:	
0	RIB key:	
0	Swift code:	
0	IBAN code:	

## 2 GARANTEE

Amount of the Guarantee:

... ... EUR

The indicated amount is based on information that are valid at Contract signature date. Modalities and the amount of the Guarantee shall be modified in accordance with article 29.1 of the Framework Contract.

#### Amount of the Negative Inventory Guarantee:

... ... EUR

The indicated amount is based on information that are valid at Contract signature date. Modalities and the amount of the Guarantee shall be modified in accordance with article 29.2 of the Framework Contract.

## **3** UNLOADING CONDITIONS

Port *	Port de Nantes - Saint Nazaire
Port Authorities *	Grand Port Maritime de Nantes - Saint Nazaire (GPMNSN)
Reference line delimiting the entry of the Port channel *	Line connecting buoys of THERESA and LES CHEVAUX
Window of Arrival duration *	24 hours

\* values given for Montoir LNG terminal

## ENTRY IN FORCE, TERM AND START OF SERVICES

Date of entry in force of the Contract:

Term of the Contract:

4

Date of the start of services:

## 5 TITLE AND VALUE OF TARIFF TERMS

The tariff structure and terms comply with the law in force and applicable to the current Contract. The following indicative tariff rates, applicable as of 1 April 2025, result from the "Deliberation of the French Energy Regulatory Commission (CRE) dated 6<sup>th</sup> February 2025 deciding on the tariff for the use of regulated LNG terminals":

Symbol and title of the tariff term	Value * and unit
TNA (Number of Berthing Rate)	90 000 € / berthing
TQD (Unloaded Quantity Rate)	0,882 €/MWh SPOT : 0,662 €/MWh Quarterly Capacity: 0,982 €/MWh
TVE (Energy Variable Rate)	0,053 EUR/MWh
TN (Gas Offtake)	0,5 % of Unloaded Quantity
TQR (Reloaded Quantity Rate)	0,32 €/MWh
TFR (Fixed Reloading Rate)	90 000 €/Reloading
TTFS (Fixed LNG Inventory Transfer Rate)	500 €/Month
TTSP (Proportional LNG Inventory Transfer Rate)	0,01 €/MWh
TQS (Storage Quantity Rate)	1,00 €/MWh/Month
TEM (Monthly Send-out Option Rate)	0,10 €/MWh

\* values given for Montoir LNG terminal

## **6** SUBSCRIPTION AND CORRESPONDING REGASIFICATION SERVICE

Invoicing Period	QDC Contractual Quantity Unloaded MWh	NDC Number of Contractual Unloading

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Under Spot :

Invo	Dicing Period	QDC Contractual Quantity Unloaded MWh	NDC Number of Contractual Unloading

#### Under Monthly end-Out Option :

Month	QDC Contractual Quantity Unloaded MWh	<b>NDC</b> Number of Contractual Unloading

#### Under Pooling :

Month	QDC Contractual Quantity Unloaded MWh	<b>NDC</b> Number of Contractual Unloading

#### Under Cargo Sharing :

Month	QDC Contractual Quantity Unloaded MWh	<b>NDC</b> Number of Contractual Unloading

[{Fos Tonkin} Due to the technical specificities of the Fos Tonkin Terminal, the Shipper and the Operator agree that the following provisions of the Framework Contract do not apply:

- Monthly Send-out Option (article 21.3),
- Inventory Extension Option (article 21.4),
- Weekly Send-Out Flexibility (article 23.4),
- Dedicated Storage Space (article 25).]

## 7 SHIPPER'S INVENTORY LEVEL AT DATE OF ENTRY INTO EFFECT OF THE CONTRACT

The Shipper's Inventory Level value at the Date of the start of services is equal to ...... MWh.

# 8 SHIP RELOADING SERVICE

Invoicing Period	QRC Contractual Quantity Reloaded MWh	<b>NRC</b> number of Reloading
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0	INC INVENTORY TRANSFER	
9	LNG INVENTORY TRANSFER	

Shipper takes out a subscription for the LNG Inventory Transfer service: YES / NO

#### Made in two (2) original copies, in Bois Colombes, on [to be completed]

ELENGY	Expéditeur
Christophe Thil,	
Chief Commercial Officer	