

ELENGY

FRAMEWORK CONTRACT FOR ACCESS TO

[*MONTOIR-DE-BRETAGNE or FOS TONKIN*]

LNG TERMINAL

Disclaimer

The present translation is not binding and is provided by Elengy exclusively for information purposes. Elengy 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. Elengy reserves the right to update the translation at any time as deemed necessary by Elengy to improve and/or adjust the quality and/or content of the translation submitted and available on Elengy'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 Elengy, 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.

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, F-92270 Bois-Colombes, entered in the Nanterre Trade and Companies Register under 451 438 782, represented by Mr Christophe Thil in his capacity as Chief Strategy, Development and Marketing Officer, duly authorised for the purposes hereof,

hereinafter referred to as the "**Operator**",

on the one hand,

AND

[please specify], a company under [please specify] law, having its registered office at [please specify], entered in the [please specify] under [please specify], represented by [please specify] in his capacity as [please specify], duly authorised for the purposes hereof,

hereinafter referred to as the "**Shipper**",

on the other.

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

PREAMBLE

The Operator is the owner of an LNG terminal intended to receive Liquefied Natural Gas and shall ensure the commercial operation thereof pursuant to the provisions of the Energy Code and the decisions of the French Energy Regulation Commission (CRE).

The Shipper wishes to subscribe to, under an existing contractual framework, the services covered by this LNG terminal access contract, more specifically the regasification capacities sold at said terminal.

The Shipper expressly acknowledges that this framework contract does not prejudice the application of rules on capacity requests and their allocation in force at the time of the reservation request.

Should the Shipper submit a capacity reservation request and should this request be accepted by the Operator in line with the rules governing capacity requests and their allocation, the Parties shall agree to conclude, by means of an amendment, Specific Conditions that shall consequently amend this framework contract.

In the absence of Specific Conditions that expressly specify a date for the term of the Contract, said Contract shall terminate at the date of entry in force of next tariff for the use of regulated LNG terminals (ATTM8), namely at the end of a period of approximately four (4) years from the first (1st) of April 2025.

IT IS HEREBY AGREED AS FOLLOWS:

TABLE OF CONTENTS

SECTION 1: GENERAL TERMS AND CONDITIONS

1.	DEFINITIONS	4
2.	CONTRACTUAL DOCUMENTS	10
3.	PURPOSE	10
4.	TERM	10
5.	PREREQUISITE FOR TERMINAL ACCESS	10
6.	TITLE, CUSTODY, RISK OF LOSS AND COMMINGLING	11
7.	RECEPTION CONDITIONS	11
8.	GAS QUALITY	13
9.	FORCE MAJEURE AND SUSPENSION OF CONTRACTUAL OBLIGATIONS	14
10.	TERMINAL MAINTENANCE	15
11.	SAFETY AND OPERATIONAL INSTRUCTIONS	15
12.	LIABILITY WITH REGARD TO THIRD PARTIES	15
13.	LIABILITY BETWEEN THE PARTIES	16
14.	INSURANCE	17
15.	CONTRACT REVISION	17
16.	CONFIDENTIALITY	18
17.	TERMINATION	18
18.	ASSIGNMENT	19
19.	MISCELLANEOUS	19
20.	DISPUTES AND APPLICABLE LAW	21

SECTION 2: SERVICE OFFER

21.	SUBSCRIPTION ALLOCATION RULES	22
22.	RECEPTION AND SEND-OUT OBLIGATIONS AND LIMITATIONS	24
23.	SCHEDULING, RESCHEDULING AND NOMINATION	25
24.	SUBSCRIPTION ACCOUNT	29
25.	DEDICATED STORAGE SPACE MECHANISM	30
26.	LNG INVENTORY LEVEL AND INVENTORY TRANSFER	30
27.	RULES FOR SHARING SEND-OUT BETWEEN SHIPPERS	32
28.	USE-IT-OR-LOSE-IT	35

SECTION 3: FINANCIAL CONDITIONS

29.	FINANCIAL GUARANTEES	36
30.	SERVICE PRICES	38
31.	PRICES OF SPECIFIC SERVICES	40
32.	OTHER TARIFF MEASURES	40
33.	BILLING AND PAYMENT METHODS	42

SECTION 1: GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Unless explicitly stated otherwise, the reference time used is the French legal time.

For the purposes of this Contract, capitalised terms (both in singular and plural) in this document are defined as follows:

Annual Schedule: schedule detailing the use of a Subscription for a given Year, specifying for each Cargo Transfer the planned Window of Arrival, the estimated Energy Content to be transferred, the name (or, if not available, the capacity) of the Vessel and (for Unloadings only) the Loading Port.

Annual Schedule Request: request sent by the Shipper to the Operator in connection with the establishment of the Terminal's Annual Schedule.

Arrival Date: Day on which the Operator receives the Vessel's Notice of Arrival.

Available Contractual Storage Space: difference between the Total Contractual Storage Space and the combined Contractual Storage Space for all Shippers over a given Month.

Available Firm Capacity: difference between Total Firm Capacity and the combined Subscriptions of all Shippers over a given Month.

Bunkering: supplying of the Vessel with fuel during the Call pursuant to the provisions in Appendix 2.

Call: time during which the Vessel is docked, from the Vessel being berthed (first mooring line ashore) to the Vessel being unberthed (all mooring lines disconnected).

Captain: individual commanding the Vessel.

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

Cargo Measuring System: all the equipment and procedures, both at the Terminal and on the Vessel, for Cargo inspections, sampling, measuring, component analysis, calculation and remote transmission used by the Operator to determine the Quantities Transferred as well as the characteristics and Energy Content of the Natural Gas pursuant to the provisions in Appendix 3.

Cargo Report: document detailing the results of measurements and calculations made on board and on shore as per Appendix 3, drawn up and signed by the Operator at the end of the Cargo Transfer and then passed on to the Shipper.

Cargo Sharing: modalities allowing several Shippers to unload from one single Vessel a Cargo shared between them. The scheduling of Cargo Sharing requires each Shipper to send a subscription letter in accordance with the model provided by the Operator on request.

Cargo Transfer: a Reloading or Unloading.

Charterer: charterer of the Vessel.

Compressor: equipment used to manage evaporations installed at the Terminal to inject said evaporations directly into the Transmission System should the Terminal Send-Out not be sufficient to reincorporate them.

Contract: all contractual documents comprising the contract for access to the Terminal concluded by the Shipper and Operator, including this framework contract.

Contractual Reloaded Quantity (QRC): total quantity of energy, expressed in MWh (GHV), that the Shipper plans to reload at the Terminal as part of the Annual Schedule, the value of the QRC is defined in the Specific Conditions.

Contractual Storage Space (ESC): dedicated storage space for use by the Shipper, expressed in MWh (GHV), determined annually, as per Article 25.1.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Contractual Unloaded Quantity (QDC): total quantity of energy, expressed in MWh (GHV), that the Shipper plans to unload at the Terminal during an Invoicing Period; the value of the QDC is defined in the Specific Conditions.

Daily Send-Out: quantity of energy, expressed in MWh (GHV), delivered on a given Day by the Operator to the Shipper at the PITTM.

Day: period starting at six (6) a.m. on a given day and ending at six (6) a.m. the following day. The date of a Day is the date on which the Day began.

Dedicated Storage Space: storage space expressed in MWh (GHV) allocated to the Shipper and corresponding to the sum of its Contractual Storage Space and its Monthly Storage Space for a given Month.

Delivery Point: the point at which the flange coupling of the Terminal's unloading line joins the flange coupling of the LNG manifold on-board the Vessel.

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

Energy Variable Rate (TVE): unit price applied to the Unloaded Quantities and intended to cover the Terminal's variable electricity costs, expressed in Euros per MWh.

Estimated Time of Arrival (ETA): estimated time of arrival of the Vessel at the Port for the pilot to take control.

Feasibility Request: request for access to the Terminal sent to the Operator, not binding nor the requester or the Operator.

Fixed LNG Inventory Transfer Rate (TTSF): fixed price for subscribing to the LNG Inventory Transfer service, expressed in euros per Month.

Fixed Reloading Rate (TFR): unit price, expressed in euros, applied to every Reloading.

Forecasted Daily Send-Out: quantity of energy, expressed in MWh (GHV), that the Operator plans to deliver to the Shipper at the PITTM every Day of a given Month.

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

Gas Offtake: quantity of energy, expressed in MWh (GHV), taken off in kind from the Shipper's Unloaded Quantities.

Gas Restitution: restitution in kind of the surplus Gas Offtake

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

Gross Heating Value (GHV) 25°C: GHV for which all combustion products are considered at the same temperature of 25°C rather than 0°C.

Guarantee: financial guarantee provided by the Shipper to the Operator under the Shipper's guarantee to fulfil its payment obligations.

Hour: period of sixty (60) consecutive minutes in accordance with French legal time.

Inventory Extension Option: option to the Regasification Service, enabling a Shipper that has carried out an Unloading during Month M to benefit from a positive Inventory Level at the end of the last Day of the Month in which the send-out of its Cargo ends, and in accordance with the allocation rules described in Article 21.4; the total value of the quantity of energy, expressed in MWh (HCV), available under the Inventory Extension Option is set by the Operator, but may not exceed fifty (50) GWh per Terminal.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Inventory Level: quantity of energy, expressed in MWh (GHV), stored by the Shipper in the Terminal's shared storage space.

Inventory Transfer: optional service allowing Shippers to exchange quantities of LNG stored at the Terminal.

Inventory Transfer Quantity: quantity of energy, expressed in MWh (GHV), delivered or received by the Shipper under an Inventory Transfer.

Invoicing Period: designates the Contract duration when this is less than one (1) year. If the Contract's duration is greater than or equal to one (1) year, it designates a period of one (1) year starting from the date on which the Contract was signed, then on each anniversary date. This Invoicing Period may be less than one (1) year for the Contract's final year.

Loading: operation that involves transferring a Cargo from a liquefaction plant or LNG terminal to the tanks of the Vessel heading to the Terminal.

Loading Certificate: document specifying in particular the LNG characteristics measured during Loading.

Loading Port: port at which the Loading of the Cargo onto the Vessel is performed.

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

Maritime Safety Rules: set of international regulations (IMO Conventions, European Commission regulations and directives in particular), national regulations (laws and regulations of flag and coastal States) and local regulations (rules laid down by the maritime authorities and the Port Authorities) that govern the safety of maritime transportation of LNG as well as all recommendations established by independent professional organisations (SIGTTO and OCIMF in particular).

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

Monthly Schedule: monthly schedule devised by the Operator setting the Windows of Arrival and Scheduled Daily Send-Out.

Monthly Schedule Request: request sent every Month by the Shipper to the Operator for the following Month in connection with the establishment of the Terminal's Monthly Schedule.

Monthly Send-out Option: option to the Regasification Service, to provide, subject to the stipulations of article 23.2.2, a constant send-out of all or part of the Shipper's Forecasted Daily Send-Out over a given Month, in accordance with the allocation rules described in Article 21.3.

Monthly Send-out Option Rate (TB): unit price, expressed in euros per MWh, applied to the quantity of energy allocated under the Monthly Send-out Option.

Monthly Storage Space (ESM): optional dedicated storage space for use by the Shipper, expressed in MWh (GHV), allocated on a monthly basis, as per Article 25.2.

Natural Gas: inflammable, colourless, odourless gas primarily made up of methane, may contain small quantities of ethane, propane and nitrogen.

Negative Inventory Guarantee: financial guarantee provided by the Shipper to the Operator under the Authorised Overdraft.

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

Normative Laytime: normative contractual time allocated to each Vessel to carry out all Call operations.

Notice of Arrival: document issued by the Vessel's Captain when the Vessel at anchor is ready to dock (see template in Appendix 2).

Notice of Force Majeure: notification by one Party to the other on the assumption that an instance of force majeure will occur.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Number of Berthing Rate (TNA): unit price, expressed in euros per instance, applied to the number of docking operations.

Number of Contractual Reloadings (NRC): number of Reloadings that the Shipper plans to perform over a given Invoicing Period; the value of the NRC is defined in the Specific Conditions.

Number of Contractual Unloadings (NDC): total number of Unloadings that the Shipper plans to perform over a given Invoicing Period; the value of the NDC is defined in the Specific Conditions.

Number of Reloadings (NR): total number of Reloadings conducted by the Shipper over a given period.

Number of Unloadings (ND): total number of Unloadings conducted by the Shipper over a given period.

Operations Sheet: form used to define the Cargo Transfer parameters as well as the chronology of Cargo Transfer operations during Port Call (template provided in Appendix 2).

Operator: owner and manager of the Terminal.

Overdraft Authorisation: minimum energy quantity, expressed in MWh (GHV), permitted over the Inventory Level.

Parent Company: means (i) any company listed on a regulated market controlling the Shipper directly or indirectly, (ii) and if no listed company controls the Shipper, any unlisted company or entity ultimately controlling the Shipper, without this company or entity itself being controlled by a company or entity. For the needs of this definition, control shall mean as defined in Article L.233-3 of the French Commercial Code (Code de commerce) or, for shares held by foreign companies, any equivalent standard by virtue of the legislation applicable to these companies. In any 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 said company, on the understanding that to calculate the shareholding in the Shipper's company capital the percentage of the shareholding(s) in the Shipper's company must be adjusted by the fraction of each intermediate shareholding of each company having a direct or indirect interest in the Shipper's capital.

Pooling: optional service offered under the Regasification Service; all Shippers that have a Subscription for Month M at the Montoir, Fos Cavaou or Fos Tonkin terminal and that are not planning to use their Subscription in full have Pooling credit which can be used at the other terminals during the Month M in question.

Port: port at which the Terminal is located as per the Specific Conditions.

Port Authorities: the public authorities that are responsible for, in particular, managing the Port and Vessel movements.

Port Services: all services used by the Vessel at the Port, more specifically the Vessel's shipping agent, boatage company, piloting station, towing company, harbourmaster's office, port officer, guard company, crane company, gangway installation agent, and so on, intended to dock and unberth the Vessel as well as dealing with other operations during Call.

Proportional LNG Inventory Transfer Rate (TTSP): unit price, expressed in euro per MWh, applied to Quantities of LNG Inventory Transfers delivered or received.

Prudent and Reasonable Operator: a person acting, in good faith, to perform its contractual obligations and who, in doing so, exercises the skill, diligence, prudence and foresight which would reasonably and usually be expected from a skilled and experienced professional acting in accordance with laws and regulations under similar circumstances and conditions.

Quantity Transferred: Unloaded Quantity or Reloaded Quantity.

Quarterly: set of three (3) consecutive Months.

Quarterly Capacity: capacity at the Terminal under the Regasification Service reserved for Unloadings subscribed for a Quarter of Year N+1 and for which the Reservation Request is made between first (1st) January of Year N and the Annual Schedule Request for Year N+1; the available Quarterly Capacity is indicated by the Operator on its website and is subject to a special tariff.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Reception: all operations carried out by the Operator with a view to accommodating the Vessel at the Terminal.

Redelivery Point: any of the following: (i) the PITTM, (ii) the point at which the flange coupling of the Terminal's loading line joins the flange coupling of the LNG manifold on-board the Vessel, or (iii) the point at which the connecting flange of the Terminal with the LNG tank of the truck.

Reference Forecasted Daily Send-Out (Reference Send-Out): Forecasted Daily Send-Out chosen when the Monthly Schedule is being devised.

Reference Inventory Level: Inventory Level chosen when the Monthly Schedule is being devised.

Regasification: operation during which LNG is transformed into Natural Gas in a gaseous state to make it available to the Shipper at the PITTM.

Regasification Service: service offered to all Shippers from their first Unloading under which the Operator provides continuous Send-Out as regularly as possible and calculates Shipper's Send-Out based on the Terminal's general schedule.

Registration: acceptance of a Vessel by the Operator in connection with the application of the Registration Procedure for said Vessel. The list of the Terminal's registered Vessels is published on the Operator's website.

Registration Procedure: procedure adopted by the Operator to approve a Vessel, intended to verify the Vessel's compatibility with the Operator's facilities with regard to design, operation, communication and safety, with a view to safely conducting Cargo Transfers in line with the Operator's requirements detailed in Appendix 2.

Reloaded Quantity (QR): quantity of energy, expressed in MWh (GHV), equal to the Energy Content of the LNG transferred from the Terminal to the Vessel during a Reloading, as indicated in the Cargo Report.

Reloaded Quantity Rate (TQR): unit price, expressed in euros per MWh, applied to Reloaded Quantities.

Reloading: operation involving the transfer of LNG from the Terminal to the Vessel.

Reloading Date: Day on which Reloading ends and for which the Reloaded Quantity corresponding to the Reloading is recorded.

Reservation Request: request for access to the Terminal sent to the Operator, binding for both parties if approved by the Operator.

Scheduled Daily Send-Out: quantity of energy, expressed in MWh (GHV), scheduled by the Operator on Day D for Day D+1 at the PITTM.

Send-Out: Terminal operation involving the delivery of Natural Gas quantities from Regasification to the PITTM.

Shipper: customer having concluded this Contract with the Operator.

Shippers: group of customers having concluded a contract for access to the Terminal.

Ship-Shore Checklist: legal document filled in by the Captain and Operator prior to and during all Cargo Transfers.

Ship-Shore Safety Plan (SSSP): document drawn up jointly by the Operator, the Vessel Owner and the Shipper as described in Appendix 2.

Specific Services: range of additional services offered by the Operator, more specifically the Registration of Vessels, laytime extension, or study into Cargo Send-Out (off spec), as detailed in a catalogue of services published on the Operator's website.

Specific Conditions: contractual document issued based on this framework contract, to which it refers, and providing information specific to the Shipper and its Subscription in particular.

Spot: special tariff for the Regasification Service, reserved for Unloadings subscribed for Month M after the twentieth (20th) calendar day of Month M-1.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Storage Quantity Rate (TQS): unit price, expressed in euros per MWh per Month, applied to the Monthly Storage Space and to the quantity of energy under the Inventory Extension Option allocated to the Shipper.

Subscription: Contractual Unloaded Quantity and Number of Contractual Unloadings agreed between the Parties for a given Invoicing Period.

Subscription Account: difference between the Subscription and the quantities scheduled for Unloading and the number of Unloadings scheduled in the Operator's Annual Schedule as per Article 23.1.

Terminal: installations delivering the services covered by the Contract.

Terminal User: anyone using the other services offered by the Terminal beyond those described in this Contract.

Total Contractual Storage Space: total storage space for use by Shippers, set by the Operator for Year N.

Total Firm Capacity: marketable capacity at the Terminal under the Regasification Service and indicated by the Operator on its website.

Transmission Contract: contract between the Shipper and the Transmission System Operator that enables the routing of quantities of Natural Gas on the Transmission System starting from the PITTM.

Transmission-LNG Terminal Interface Point (PITTM): point located at the flange connecting the Terminal to the Transmission System and corresponding to the point at which the Shipper delivers Natural Gas to the Transmission System Operator as per the Transmission Contract.

Transmission System: all the structures, facilities and systems operated by or under the responsibility of the Transmission System Operator.

Transmission System Operator: entity that operates the Transmission System covered by the Transmission Contract and to which the Terminal is connected.

Unloaded Quantity (QD): quantity of energy, expressed in MWh (GHV), equal to the Energy Content of the Cargo transferred to the Terminal during an Unloading, as indicated in the Cargo Report.

Unloaded Quantity Rate (TQD): unit price, expressed in euros per MWh, applied to Unloaded Quantities.

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

Unloading Date: Day on which Unloading ends and for which the Unloaded Quantity corresponding to the Unloading is recorded.

Vessel: any LNG vessel able to transport LNG in bulk.

Vessel Owner: owner and/or operator of the Vessel.

Weekly Send-Out Flexibility: quantity of energy expressed in MWh (GHV) for adjusting the Shipper's Forecasted Daily Send-Out over a period of seven (7) days.

Within-Day Renomination: provision for within-day renomination, as per Article 23.6.

Window of Arrival: Day scheduled for the arrival of a Vessel for Port Call and the allocated duration, which is specific to each Terminal and indicated in the Specific Conditions.

Wobbe Index: quotient of the Gross Heating Value (GHV) by the square root of the relative density under the reference conditions of measurement, metering and quality procedures.

Year: period beginning at six (6) a.m. on the first day of a given calendar year and ending at six (6) a.m. on the first day of the following calendar year.

2 CONTRACTUAL DOCUMENTS

The Contract on access to the LNG Terminal comprises the following contractual documents, which are listed in descending order of priority below:

- Specific Conditions
- This framework contract and its Appendices
 - Appendix 1: Template of the Specific Conditions
 - Appendix 2: Ship-related procedures
 - Appendix 3: Measurement, metering and quality

Should there be any conflict between these documents, this order of precedence shall apply.

Should there be any conflict between one or more provisions within contractual documents of the same level of precedence or between successive versions of contractual documents, the most recent document shall prevail.

3 PURPOSE

The Contract is intended to set out the conditions under which the Operator shall:

- receive the Vessels sent by the Shipper to the Terminal berth;
- unload the Cargoes of said Vessels;
- reload LNG quantities from the Terminal to the Vessel;
- store the unloaded quantities of LNG;
- regasify these quantities of LNG into quantities of Natural Gas with the same Energy Content and transfer them on the Transmission System, subject to Gas Offtake and, when appropriate, gas flared by the Operator pursuant to the Contract;
- allow Shippers to exchange quantities of stored LNG should they wish.

4 TERM

The Contract shall enter into force on the date it is signed, unless expressly stated otherwise in the Specific Conditions.

The Operator's services shall begin on the service start date expressly stated in the Specific Conditions, provided that the Shipper has fulfilled their contractual obligations prior to accessing the Terminal, as defined in the following article.

The Contract's expiry date is set out in the Specific Conditions. Any reduction of or interruption to services shall not affect the Contract term.

5 PREREQUISITES FOR TERMINAL ACCESS

The Operator shall not be required to fulfil its obligations under the Contract if:

- the Shipper has not satisfied the requirements related to the Guarantee pursuant to Article 29.1;
- the Shipper has not satisfied the requirements related to the Negative Inventory Guarantee pursuant to Article 29.2;
- the Shipper has not provided the Operator with a copy of its authorisation to supply Natural Gas in France or a copy of its agent's authorisation to supply Natural Gas in France, if such permit is required by the regulations in force;

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

- the Shipper or its agent has not provided the Operator with its Transmission Contract reference.

The Operator shall be released from its obligations under the Contract in the event of the absence, total or partial termination, total or partial suspension or non-renewal of the authorisation, the guarantees and/or the contract referred to above, where applicable, for the portion of the quantities affected by this absence, termination or suspension.

6 TITLE, CUSTODY, RISK OF LOSS AND COMMINGLING

6.1 RIGHTS CONCERNING THE GAS AND ADMINISTRATIVE AUTHORISATIONS

The Shipper shall certify that it holds the rights to the LNG and/or the Natural Gas, as well as the permits and administrative authorisations required to carry out Cargo Transfers at the Terminal, and shall undertake to compensate the Operator for any consequences attributable to the non-possession of said permits and authorisations.

It shall guarantee the Operator against the financial consequences of any third-party claim or the payment of compensation to a third party that asserts rights concerning the LNG and/or Natural Gas.

6.2 TITLE OF LNG

Title to LNG in the Terminal and resultant regasified LNG shall always remain with the Shipper.

The Shipper warrants to the Operator (for the benefit of the Operator and other Shippers from time to time) that it has full title of ownership to all LNG it has unloaded at the Delivery Point before commingling of that LNG with LNG owned by others takes place, in each case, free from any lien, charge or other encumbrance.

6.3 CUSTODY AND RISK OF LOSS TO LNG

Custody and all risks with respect to, including risk of loss, to all LNG and resultant regasified LNG will pass from the Shipper to the Operator at the Delivery Point and will pass from the Operator to the Shipper at the relevant Redelivery Point. For the avoidance of doubt:

- Operator shall not be liable for any loss or damage arising from any act, event or omission occurring before receipt of Shipper's LNG by the Operator at the Delivery Point except to the extent caused by a duly justified breach by the Operator.
- Shipper shall not be liable for any loss or damage arising from any act, event or omission occurring between the Delivery Point and the Redelivery Point by the Operator except to the extent caused by a duly justified breach by the Shipper.

6.4 LNG VALUE IN CASE OF LOSS OF LNG

Where the Operator is liable for the loss of LNG or resultant regasified LNG, the amount of the loss shall be determined by application of the PREF, as defined in article 30.2, for the Month of the loss.

6.5 COMMINGLING OF LNG IN THE TERMINAL

The Shipper acknowledges that that Shipper's LNG and resultant regasified LNG shall be commingled in the Terminal with LNG and resultant regasified LNG of other Shippers and/or Terminal Users as well as the operation quantity of LNG and the resultant regasified LNG of the Operator.

7 RECEPTION CONDITIONS

7.1 VESSEL REGISTRATION AT THE TERMINAL

Only those Vessels authorised by the Port Authority and approved by the Operator in accordance with the Registration procedure detailed in Appendix 2 shall be permitted to transfer Cargo at the Terminal, with a view to studying technical compliance and setting up operational and safety procedures with the Terminal, in particular for cryogenic transfers.

7.2 OPERATIONAL CONDITIONS OF RECEPTION

The operational conditions of Reception are set down in Article 3 of Appendix 2. They define in particular the manner in which Notices of Arrival are sent and how Cargo Transfers are conducted.

Neither the Operator nor its agents or employees can be held liable for the direct or indirect costs and expenses incurred by a Vessel, its Owners, operators, Charterers or agents, in the event of a refusal to transfer all or part of a Cargo, a delay to or interruption of the Cargo Transfer, or an instruction to free the berth under the circumstances outlined in Article 3.3 of Appendix 2, except in the event of fraud or gross negligence on the part of the Operator.

7.3 MANAGEMENT OF EVAPORATIONS DURING CARGO TRANSFERS AND CONSEQUENCES

During Cargo Transfers, the thermodynamic conditions (temperature related to the equilibrium pressure and composition of the LNG) of the Cargo may generate evaporations caused by heat input and the Cargo coming into contact with the LNG stored within the Terminal or the Vessel. These evaporations are normally re-condensed according to the Terminal Send-Out rate. The Shipper ensures that the thermodynamic state of the liquid and vapour phases in each of the Vessel's tanks complies with the requirements set out in Article 3.4 of Appendix 2.

Should the thermodynamic state of the liquid and vapour phases in each of the Vessel's tanks not comply with the requirements set out in Article 3.4 of Appendix 2 and should the Shipper refuse to reduce the rate of the Cargo Transfer, the Shipper shall be liable for losses corresponding to the gas flared by the Operator during the Cargo Transfer. The flared gas shall be subtracted from the Shipper's Inventory Level.

7.4 NORMATIVE LAYTIME

The Normative Laytime for each Terminal is set out in Article 3.5 of Appendix 2.

The Shipper shall reimburse the Operator any costs, charges and operating losses incurred by the Operator as a result of the Shipper occupying a Terminal berth for a period longer than the Normative Laytime for a reason not attributable to the Operator.

7.5 SAFETY AND PROPER EXECUTION OF PORT CALLS

The Shipper shall be solely liable for the state, operating conditions and adaptation of the Vessel at the Terminal. The Shipper shall be solely liable for the potential harmful consequences of not fulfilling the conditions set out in Article 7 in relation to the Operator and third parties, under the conditions detailed in Articles 12 and 13.

The Shipper shall undertake to take all measures required to ensure full cooperation between the Captain, Port Authorities and Port Services in order to guarantee the safety and proper execution of any Port Call. It shall be responsible for the implementation of measures by the Charterer and Captain intended to ensure the safety and efficiency of operations on board the Vessel and compliance by the Vessel, its officers and crew with the Port's regulations, the Ship-Shore Safety Plan as per Appendix 2 and the Maritime Safety Rules.

The berthing and mooring equipment and means for crew access shall be made available to the Vessel by the Operator. The Shipper shall be liable for the use of such equipment.

8 GAS QUALITY

8.1 UNLOADED LNG SPECIFICATIONS AT THE DELIVERY POINT

The unloaded LNG at the Delivery Point must comply with the following specifications:

Characteristics	Specifications
GHV	10.70 to 12.75 kWh/m ³ (n) (combustion 25°C: 10.67 to 12.72)
Wobbe Index	13.64 to 15.65 kWh/m ³ (n) (combustion 25°C: 13.60 to 15.61)
Mercaptan sulphur content	Less than 6 mg of S/m ³ (n)
COS+H ₂ S sulphur content	Less than 5 mg of S/m ³ (n)
Total sulphur content	Less than 21 mg of S/m ³ (n)
Hg	Less than 50 ng/m ³ (n)
O ₂	Less than 100 ppmv
Impurities	Gas may be received without undergoing any additional treatment when arriving at the Terminal.

These specifications may change in light of any modifications to the specifications for entering the Transmission System.

8.2 CONSEQUENCES OF NON-COMPLIANCE WITH THE SPECIFICATIONS

If the Loading Certificate contains a value that does not comply with the specifications referred to in Article 8.1, the Operator shall have the right to either refuse the corresponding Cargo or make acceptance of such Cargo dependent on:

- payment by the Shipper of an additional indemnity intended to cover the cost of bringing the Cargo into line with the specifications and/or
- modification of the Window of Arrival scheduled for the Cargo.

If the Operator refuses the Cargo, it must notify the Shipper within eighteen (18) Hours of receiving the Loading Certificate.

If the Operator unloads a Cargo that does not comply with the specifications referred to in Article 8.1 after having expressly accepted said Cargo as such, the Operator shall waive all claims to any indemnification whatsoever from the Shipper in respect of this lack of compliance, excluding the aforementioned additional indemnity, provided that the characteristics of the unloaded LNG comply with the forecast accepted by the Operator under the conditions of this Article.

Should a Cargo be Unloaded that does not comply with the forecast accepted by the Operator or with the specifications under Article 8.1 and has not been expressly accepted as such by the Operator in advance, the Shipper shall reimburse the Operator the expenses and financial consequences of this lack of compliance, more specifically any penalties, damages and indemnities that the Operator is required to pay to third parties, any expenses paid by the Operator, where applicable, to bring the gas into line with said specifications, as well as any damage caused to the Operator's own facilities.

The Operator may suspend any Unloading of Cargo that does not comply with the specifications referred to in Article 8.1 and that is not expressly accepted as such, or that does not comply with the forecast accepted by the Operator in accordance with the previous subparagraph, without the Operator being held liable to the Shipper as a result and without prejudice to any damages owed to the Operator by the Shipper as a result of this Cargo.

9 FORCE MAJEURE AND SUSPENSION OF CONTRACTUAL OBLIGATIONS

9.1 FORCE MAJEURE EVENTS

Each Party shall be released from its obligations under the Contract in the following events and circumstances, for the duration of and within the limits of the effects of said events and circumstances on said obligations:

- (i) all events beyond the control of one of the Parties that cannot be reasonably predicted during the conclusion of the Contract and the impact of which cannot be avoided by appropriate measures, and which prevent said Party from fulfilling its obligations;
- (ii) the circumstances referred to below, without there being any need to meet all the criteria set forth in the preceding subparagraph, insofar as its occurrence affects the Party that invokes the circumstance and prevents it from fulfilling all or part of its obligations under the Contract:
 - a) strike;
 - b) machinery breakdown or failure or an operational or equipment-related accident not resulting from a lack of maintenance or abnormal use of the facilities;
 - c) unfavourable climate or nautical conditions;
 - d) the action of a third party, the occurrence of which could not be reasonably foreseen by the Party that invokes it, acting as a Prudent and Reasonable Operator;
 - e) loss of the administrative authorisations required to operate the Terminal's facilities (construction permit, operating authorisation) despite the reasonable efforts of the Party that invokes it, acting as a Prudent and Reasonable Operator;
 - f) an event or circumstance affecting the Transmission System's capacity and preventing the Transmission System Operator from collecting the Natural Gas quantities at the Terminal output.

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 30.1.1. Furthermore, it shall neither be released from its obligations nor exempted from its liability under this Article owing to the consequences of actions or omissions by the Captain or Owner of the Vessel or any of its subcontractors.

9.2 OBLIGATIONS OF THE PARTY INVOKING A FORCE MAJEURE EVENT

The Party that invokes an event or circumstance referred to in this Article must inform the other Party as soon as possible by phone or any other means agreed between the Parties, and shall provide confirmation thereof by sending a Notice of Force Majeure by email.

Acting as a Prudent and Reasonable Operator, the Party concerned shall take all measures to minimise the impact of the event or circumstance in question and shall endeavour to have normal performance of the Contract resume as soon as possible. During the period in which its obligations are interrupted, it shall inform the other Party of the impact of the event or circumstance in question on the fulfilment of its contractual obligations, the date on which this impact shall cease, the measures the Party is taking and plans to take in order to minimise this impact, the progress of said measures, and the estimated time needed before normal performance of the Contract can resume.

In accordance with its legal and regulatory obligations at the time the event or circumstance in question occurs, the Operator shall pass on the effects to all Shippers in a non-discriminatory manner. The reasonable means that the Operator shall be required to use under this Article only include those at its disposal in its capacity as Operator, excluding the use of gas storage or purchasing services.

10 TERMINAL MAINTENANCE

The Operator shall strive to carry out maintenance, testing and expansion work at the Terminal under conditions that minimise the impact of this work on Terminal Users. In accordance with its legal and regulatory obligations during this work, the Operator shall pass on the effects to all Terminal Users in a non-discriminatory manner. Its contractual obligations shall be suspended for the duration of and within the limits of the effects of said work on these obligations.

By the fifteenth (15th) of December of year N-1, the Operator shall publish the provisional schedule of maintenance works planned at the Terminal that may affect the performance of the Contract for the calendar years N and N+1. And no later than the first (1st) of October of year N-1, the Operator shall publish an update of the provisional schedule of maintenance works planned at the Terminal for the calendar year N. This provisional schedule shall indicate the extent and duration of the impact on the Operator's contractual obligations. If applicable, the Operator shall update the schedule based on the best information available to it.

If such work may affect the performance of the Contract, the Operator shall notify the Shipper as quickly as possible, no later than two (2) months prior to the scheduled start date of the work. At least ten (10) working days before this date, the Operator shall inform the Shipper of the extent and duration of the impact on the performance of the Contract.

If there is a major event concerning the scheduling of maintenance work planned at the Terminal that may affect the performance of the Contract within ten (10) days and not foreseen until then, the Operator shall inform the Shipper of the extent and duration of the impact on the Operator's contractual obligations.

In the case of maintenance work on the gas arm, the Operator may ask the Shipper to have the Vessel use its own resources to carry out an Unloading without a gas arm, without changing the duration of the Unloading.

11 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 that aims to protect the safety of property and people or the integrity of the Terminal or of the Transmission System, or to guarantee the fulfilment of its legal or regulatory obligations, including any action resulting in an adjustment to or interruption of the service provided to the Shipper pursuant to the Contract, subject to the non-discriminatory treatment of Terminal Users in line with the applicable legal and regulatory provisions. The Operator can, in particular, inform the Shipper, using any means, of instructions that the Shipper shall undertake to follow and, where appropriate, shall ensure that the Owner and Captain also follow the instructions.

Under such circumstances, the Shipper cannot claim any compensation from the Operator or its insurers for the consequences of a reduction in or interruption of Cargo Transfers or Send-Out from the Terminal. Moreover, it shall guarantee the Operator against any third-party claims or the payment of compensation to a third party with which the Shipper is contractually linked.

12 LIABILITY WITH REGARD TO THIRD PARTIES

The Operator and the Shipper shall each bear the financial consequences of their civil liability under common law due to damage caused to a third party in connection with the fulfilment of their respective obligations under the Contract. The Shipper in particular shall be liable for damage caused by lack of compliance with contractual or regulatory rules and procedures by the Vessel Owner, Captain, Authorities and Port Services, or any of its agents and subcontractors.

The Shipper shall be liable, in accordance with Article 8.2, for the financial consequences of its civil liability due to any damage caused to a third party following the Unloading of a Cargo that does not comply with the specifications in Article 8.1 and that would not have been accepted as such by the Operator. As a result, the

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Shipper shall guarantee the Operator against any third-party claims or payment of compensation to a third party as a result of such damage.

By way of exception to the principle set forth in the previous paragraph and in accordance with Article 8.2, the Operator shall remain liable for the financial consequences of its civil liability in respect of any damage caused to a third party following the Unloading of a Cargo that does not comply with the specifications defined in Article 8.1 but was accepted as such by the Operator. As a result, the Operator shall guarantee the Shipper against any third-party claims or payment of compensation to a third party as a result of such damage.

13 LIABILITY BETWEEN THE PARTIES

13.1 INJURY OR LOSS OF LIFE

The Operator and the Shipper shall each be liable for the consequences of any physical injury sustained during the fulfilment of their respective obligations under the Contract by staff employed either directly or indirectly by the Operator or the Shipper, regardless of the perpetrator of the action that caused said injuries.

As a result, the Operator and the Shipper shall vouch for compliance with this undertaking by their respective subcontractors, suppliers and insurers and shall waive the right to any recourse against one another in respect of such injuries, formally subject to the rights of the people concerned and their beneficiaries and under French Social Security law.

13.2 MATERIAL DAMAGE

The Operator shall assume liability for any material damage in connection with the fulfilment of its obligations under the Contract to a limit of one hundred and fifty million euro (€150,000,000) per incident. As a result, the Shipper shall waive all recourse against the Operator beyond this limit and, notwithstanding the provisions of Article 12, shall guarantee the Operator against any third-party claims to the Contract and more specifically any claim from the Vessel's owner and/or operator (e.g. Charterer, Vessel Owner) with regard to such damage.

The Shipper shall assume liability for any material damage caused to the Terminal in connection with the fulfilment of its obligations under the Contract, regardless of the perpetrator of the act causing said material damage, more specifically the Charterer, Vessel Owner, Captain, the Authorities and Port Services, to a limit of one hundred and fifty million euro (150 000 000 €) per incident. As a result, the Operator shall waive all recourse against the Shipper beyond this limit with regard to such damage.

As an exception to the principle set forth in the previous paragraph and in accordance with Article 8.2, the Operator shall be responsible for material damage to the Terminal when said damage is caused by the Unloading of Cargo that does not comply with the specifications under Article 8.1 but was accepted as such. As a result, the Operator shall waive the right to any recourse against the Shipper in respect of such damage.

13.3 CONSEQUENTIAL DAMAGE

The Operator and the Shipper shall each be liable for the consequences of any consequential damage that they may incur in the fulfilment of their obligations under the Contract, regardless of the perpetrator of the action causing said consequential damage. As a result, the Operator, the Shipper and their respective insurers shall mutually waive the right to any recourse in respect of said consequential damage.

By way of exception to the principle set forth in the previous paragraph, in the event of duly justified consequential damage suffered by third parties as a result of a proven failure by the Operator to meet its contractual obligations, the Operator's liability may be incurred with regard to the Shipper on the basis of the payment by the Shipper of compensation to these third parties.

In the same way, in the event of duly justified consequential damage suffered by third parties as a result of a proven failure by the Shipper to meet its contractual obligations, the Shipper's liability may be incurred on the basis of the payment by the Operator of compensation to these third parties.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

However, the liability of the Operator and the Shipper under this Article shall be limited to:

- per event, one sixth of the corresponding amount of the Shipper's payment obligations under Articles 30.1.1, 30.6 and 30.7 and for the Invoicing Period in question, not exceeding one million five hundred thousand euro (1 500 000 €);
- per calendar year, two (2) times the above amount.

As a result, the Shipper and the Operator shall waive the right to any recourse against one another in respect of such damage above these limits.

14 INSURANCE

Each Party must take out the insurance policies needed to cover the risks borne by it under the Contract. It shall pay for any premiums and deductibles under these policies. Within this regard, it shall undertake to obtain from its insurers the renunciation of their subrogation rights, within the limit of the waivers to recourse referred to in Articles 12 and 13 above.

15 CONTRACT REVISION

15.1 REVISION RELATED TO CHANGES IN LEGAL OR REGULATORY PROVISIONS

If new legal or regulatory provisions, or provisions that are issued by the competent authorities, and that may apply directly or indirectly to the Contract or the Terminal, enter into force during the Contract's period of validity, these new provisions shall automatically apply as of the date on which they enter into force, without compensation of any kind.

The Operator shall inform the Shipper of revisions prior to their entry into force.

Such modifications shall, where appropriate, be subject to a Contract amendment.

15.2 OTHER REVISIONS

In all other cases, the Operator shall notify all Shippers of the proposed Contract revision.

The Shipper shall have thirty (30) calendar days following receipt of notification to demonstrate its opposition to the proposed revision. Said opposition must be duly justified.

If at the end of the aforementioned period the Shipper has not demonstrated its opposition in writing, the proposed modification shall be deemed to have been accepted by the Shipper and the Contract shall be amended by means of an amendment.

If by the end of the aforementioned period the Shipper does demonstrate its opposition to the proposed modification, the Parties shall meet in order to negotiate in good faith to decide on the terms of the Contract revision.

In the absence of an agreement between the Shipper and the Operator, the Contract shall continue under the conditions in force at the time.

As an exception to the above, the Operator may impose a Contract revision to which the Shipper cannot demonstrate its opposition where such revisions concern:

- Appendices 2 and 3;
- the improvement of Terminal safety.

Any revision confirmed as per this Article shall take effect on the effective date announced by the Operator.

16 CONFIDENTIALITY

Unless expressly mentioned otherwise in the Contract or by legal or regulatory provisions, each Party shall undertake to maintain the confidentiality in relation to third parties of all the information provided by the other Party in connection with the preparation or performance of the Contract.

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

- is in the public domain, or
- is regularly obtained by sources that are not subject to a confidentiality obligation by the Party that disclosed the information, or
- must be passed on to a third party as required by law, a court decision or a decision made by a competent public authority, or
- must be passed on to the Parties' respective advisors or statutory auditors.

This confidentiality obligation shall bind the Parties for the duration of the Contract and shall remain in effect for a period of five (5) years as of the date of termination or expiration of the Contract.

The Operator shall further undertake to keep confidential any commercially sensitive information provided by the Shipper in connection with the preparation or performance of the Contract as per the applicable legal and regulatory provisions.

17 TERMINATION

17.1 TERMINATION FOR FAULT

In the event of a serious breach or repeated breaches by one of the Parties of its obligations under the Contract, and without prejudice to the application of the penalties provided for under the Contract for said breaches, the other Party may terminate the Contract unilaterally with a date of effect thirty (30) calendar days from the last day of the month during which the termination notice was issued.

The following shall, in particular, constitute a serious breach by the Shipper:

- the loss, withdrawal or suspension, for any reason whatsoever, of the Shipper's authorisation to supply;
- a breach of the Shipper's obligations concerning the Guarantee, the Negative Inventory Guarantee and the compensation mechanism as set out in Articles 29.1, 29.2 and 27.3;
- payment default of an amount corresponding to two (2) months' required minimum payment for a period of thirty (30) days, with the Operator being entitled to suspend the Regasification service while payment remains due;
- termination of the Transmission Contract.

The interruption of service due to negligence or misconduct on the part of the Operator for quantities unloaded and/or delivered that are thirty percent (30%) higher on average than the contractual quantities over a period of nine (9) months shall constitute a serious breach by the Operator.

The termination of the Contract by the Operator due to a fault of the Shipper shall render all monies owed by the Shipper under the Contract immediately payable.

Furthermore, except in the event of a serious breach by the Operator, the termination of the Contract shall, for the Shipper, result in the payment to the Operator of an indemnity that corresponds to the minimum payment obligation as described in Article 30.1.1 for the remaining contractual period. The Shipper shall undertake to pay, within ten (10) days following the date on which the corresponding invoice was sent by the Operator, the sum corresponding to said indemnity into a bank account specifically opened for this purpose by the Operator.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

If between the date on which the termination comes into effect and the Contract's specified end date the Operator succeeds in selling all or part of the Shipper's Subscription, the Operator shall reimburse the Shipper eighty percent (80%) of the indemnity corresponding to the minimum payment obligation detailed in Article 30.1.1 for the capacities actually sold. The amounts corresponding to the capacities that could not be sold shall remain the property of the Operator, as shall all interest accrued.

17.2 TERMINATION FOR FORCE MAJEURE

If the occurrence of a force majeure event prevents a Party from fulfilling an obligation for a period exceeding thirty (30) consecutive days, the Parties shall meet in order to examine the changes to be made to their respective contractual obligations to take this new situation into account.

If the force majeure event continues and no agreement is reached between the Parties, one of the Parties may terminate the Contract, giving notice of ninety (90) days, without compensation or legal formality of any kind, from the end of a period of twelve (12) consecutive Months following the occurrence of a force majeure event or from the end of a period of fourteen (14) non-consecutive Months following the occurrence of a single force majeure event.

18 ASSIGNMENT

The Shipper may assign, with the Operator's prior written consent, all or part of its rights and obligations under the Contract to a third party, including the Number of Contractual Unloadings and the Contractual Unloaded Quantities of a Subscription Account. Well-funded reasons (e.g. security requirements, solvency) must be given to justify refusals.

The Shipper shall send the Operator an assignment request stating the identity of the assignee, the capacities to be assigned and the duration of the assignment.

The assignment shall be covered by an amendment to the Contract with the assignor and a contract signed with the assignee.

In all cases, the assignment shall be contingent on compliance by the assignee with all of the Contract's terms. The assignee shall wholly replace the assignor for the duration of the assignment, with the exception, where applicable, of the provisions of article 29.2.

19 MISCELLANEOUS

19.1 TAXES AND DUTIES

Each Party shall pay the taxes and duties to which it is liable pursuant to the regulations in force at any time. Service prices stipulated in the Contract and owed by the Shipper are exclusive of all taxes or withholdings of the same nature that result from this regulation.

19.2 ADMINISTRATIVE AND CUSTOMS FORMALITIES

The Shipper shall be responsible for the administrative and customs formalities required for the import of the unloaded LNG and for the export of the reloaded LNG under the Contract.

19.3 PORT EXPENSES AND PORT SERVICES

The Shipper shall be responsible for handling the duties, taxes, Port expenses and expenses associated with Port Services in relation to all Cargo and the transport, import and export thereof required to guarantee its transfer to the Terminal under suitably safe conditions.

19.4 INFORMATION BETWEEN THE OPERATOR AND THE SHIPPER

The Parties shall keep each other extensively informed, at all times and as soon as possible, of any event, circumstance or information that may have a significant impact on the performance of the Contract.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

In the event of a major incident that endangers the Vessel or its Cargo occurring before the Vessel arrives at the Terminal, the Shipper shall extensively and regularly notify the Operator of the development of the situation as soon as it becomes aware of said incident.

The Shipper and Operator exchange information via:

- email or an information system made available to the Shipper by the Operator for operational data on the send-out and Vessel schedules;
- an information system made available to the Shipper by the Operator for performance data (e.g. Quantities Unloaded, Inventory Levels).

The Specific Conditions provide details of the Operator's and Shipper's points of contact.

19.5 INFORMATION BETWEEN LNG TERMINAL OPERATORS

The Shipper empowers the Operator to pass on the Shipper's Pooling credit to the operators of LNG terminals where one or more Unloadings or an additional quantity is scheduled under Pooling.

19.6 DIVISIBILITY

If any one of the provisions of the Contract were to be declared null and void or found to be inapplicable in whole or in part, or not compliant with decisions or injunctions issued by the competent authorities, the validity of the remaining provisions of the Contract shall not be affected. In this case, the Parties must, if possible, replace said provision with a valid provision that corresponds to the purpose, spirit and economic equilibrium of the Contract.

19.7 TOLERANCE

The fact that a Party tolerates any shortcoming by the other Party in the fulfilment of its obligations under the Contract must under no circumstances be construed as being a tacit waiver of the benefit of these obligations.

19.8 PROTECTION OF PERSONAL DATA

Terms other than those defined in this Article shall have the meaning assigned to them in the Personal Data Protection Laws ("Personal Data Protection Laws" refers from 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "Regulation 2016/679"), as well as any laws or regulations relating to the protection of Personal Data applicable to the data processing made pursuant to this Contract.

The Parties shall enable each other, in relation with this Contract, to process data, files, and so on of any nature and in any form, constituting Personal Data.

The Parties undertake to act in accordance with the Personal Data Protection Laws.

In the event that one of the Party is required to process data on the other's party behalf, it undertakes in particular to comply with all the obligations stipulated in article 28 of Regulation 2016/679 and to ensure that authorized persons only have access to the Personal Data they need for their duties, and undertakes to respect the confidentiality of the Contract.

In terms of security, the Parties undertake to set up and maintain, throughout the term of the Contract, all relevant technical and organizational measures, in particular all security measures that are appropriate given the nature of the Personal Data processed and the risks inherent in any Processing that is carried out.

The Parties undertake to refrain from subcontracting the Personal Data without express consent from the other Party.

The Parties undertake (while refraining from responding directly to the Data Subjects) to promptly notify the Other Party of any request from a Data Subject in respect of his/her rights concerning his/her Personal Data and to supply the Other Party with any assistance it may require to respond to such requests more easily.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

In the event of a Personal Data transfer to third countries not ensuring an adequate level of protection within the meaning of the Directive and Regulation 2016/679, express prior consent shall be obtained from the Party concerned by the transfer before this effective Personal Data transfer.

For all Personal Data transfers to a third country authorized by a Party (entities associated with the Parties or Sub-Processors), this Party hereby authorizes the other Party to establish the guarantees required by the applicable Personal Data Protection Laws.

In the event of a Personal Data breach, the Parties shall notify it each other within 48 (forty-eight) hours of learning thereof.

The Parties also undertake to submit an analysis of the impact of the breach to the Party concerned by the Personal Data breach within forty-eight (48) hours of the aforementioned notification.

The Parties undertake to cooperate each other to enable the Party concerned by the Personal Data breach to report it to any competent Supervisory Authority, in accordance with the Personal Data Protection Laws.

The Parties reserves the right to carry out, at its sole discretion and under the conditions laid down in the security annex, any checks it may deem necessary to ensure that the other Party and its Sub-Processors are complying with their obligations in respect of Personal Data, as defined in this Contract.

Upon the expiry of this Contract, or if it is terminated early for any reason, the Parties shall return each other all of the Personal Data they may have processed in any way, doing so within a reasonable timeframe, which may not exceed one month.

20 DISPUTES AND APPLICABLE LAW

The Parties shall endeavour to amicably resolve any dispute relating to the preparation, performance or interpretation of the Contract. If an amicable agreement cannot be reached, such a dispute shall be brought before the Paris Commercial Court and/or the CRE's Standing Committee for Disputes and Sanctions (CoRDiS) within the framework of the missions that have been assigned to it by law.

The Contract is subject to French law as regards both procedural and substantive matters.

SECTION 2: SERVICE OFFER

21 SUBSCRIPTION ALLOCATION RULES

Requests to access the Terminal may be sent by email to the addresses listed on the Operator's website. The Operator's response may also be sent by email to the addresses specified in the request.

A Reservation Request may be made on any date, provided that:

- for Contracts for which the term is strictly less than twelve (12) Months, the Date of First Unloading is before the end of the Year following the Year in which the Operator accepted the request;
- for Quarterly Capacity, the Unloading dates in question occur in the Year following the Year in which the Operator accepted the request.

21.1 CONTENT OF FEASIBILITY OR RESERVATION REQUESTS

Any request submitted by the Shipper to the Operator must contain the following information to be considered complete:

- Name of the Terminal: Fos-Tonkin or Montoir-de-Bretagne
- Type of request: Feasibility Request or Reservation Request
- The Shipper's identity: detailed information of company and contact person,
- Access request start and end dates
- Type of operation requested: Unloading or Reloading
- Quantity of energy unloaded per Month, per Quarter or per Year or Energy Content to be transferred per Unloading
- Where appropriate, the Energy Content to be transferred per Reloading
- Number of associated Cargo Transfers per Month, per Quarter or per Year

The request may include the following optional information:

- Name(s) of the Vessel(s) scheduled by the requester
- The LNG Loading Port(s) - for Unloadings
- Unloading or Reloading Date(s) that may be provided by way of information or may be binding
- Desired quantity of energy under the Monthly Send-out Option
- Desired quantity of energy under the Inventory Extension Option
- The estimated amount of the Shipper's Pooling credit and the associated Terminal - for Unloading operations under Pooling

21.2 RESPONSE OF THE OPERATOR

The Operator shall undertake to respond to Feasibility Requests or Reservation Requests within a reasonably short period of time.

The Operator shall process complete Reservation Requests on a "first come, first served" basis depending on the order in which it receives these requests.

The Operator shall indicate whether the capacities or other services requested have been allocated in accordance with the Reservation Request.

If the Operator approves the request, the capacity is considered subscribed (the Subscription). As such, the price of the Subscription is that of the applicable access tariff. A minimum payment obligation shall apply here as per the tariff conditions in force. The Operator's response shall specify the Contractual Unloaded Quantity over a Month, a Quarter or a Year, the associated Number of Contractual Unloadings and, where appropriate, the Arrival Date assigned to the Shipper.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

If the request concerns a Reloading, the Operator's response shall specify the Contractual Reloaded Quantity determined pursuant to Article 23. A minimum payment obligation shall apply here as per the tariff conditions in force.

If the Shipper has not specified the name of the Vessels or if these Vessels have not already been approved at the Terminal, its rights with regard to the Cargo Transfer schedule shall be contingent on the Registration of the Vessels, without prejudice to the result.

Should the Reservation Request specify one or more indicative Arrival Dates, the Operator shall take them into account as far as possible when devising the next Annual Schedule or, where appropriate, the Monthly Schedule.

Should the Reservation Request relate to annual quantities of energy to be unloaded, the Operator shall schedule, by default, the Unloading every Month of a monthly quantity of energy amounting to, as closely as possible, one-twelfth (1/12) of these quantities.

If the Operator rejects the request, it must state the reasons behind this rejection.

21.3 MONTHLY SEND-OUT OPTION ALLOCATION RULES

When submitting the Monthly Schedule Request for Month M, the Shipper may request to subscribe to the Monthly Send-out Option for Months M+1 and/or M+2.

The quantity of energy allocated to the Shipper under the Monthly Send-out Option for a given month M may not exceed the most restrictive of the following conditions:

- 1100 GWh;
- the sum of the Shipper's Forecasted Daily Send-Out for said Month.

The sum of the quantities of energy allocated to Shippers under the Monthly Send-Out Option for a given Month M may not exceed twenty per cent (20%) of the total Terminal Send-Out for the said Month.

When the sum of the requests of all Shippers is greater than the quantity of energy available under the Monthly Send-out Option, the quantity of energy under the Monthly Send-out Option allocated to the Shipper is equal to the product of the Shipper's request (reduced in accordance with the conditions above, if applicable), by the ratio of the quantity of energy available under the Monthly Send-out Option to the sum of the requests of all Shippers (each reduced in accordance with the conditions above, if applicable).

If, after notification of the Monthly Schedule for Month M-1, quantities remain available under the Monthly Send-Out Option for Month M+1, they can be accessed as part of the elaboration of the Monthly Schedule for M.

For any request received after the Monthly Schedule Request for Month M, the Monthly Send-out Option for Month M+1 is allocated on a "first come, first-served" basis, within the limit of the quantity of energy remaining available under the Monthly Send-out Option for Month M+1.

With regard to Spot Unloadings, the Monthly Send-out Option shall only apply to Forecasted Daily Send-Out for the Month following the Month of the Unloading Date. This request may be submitted until the Monthly Schedule Request for the Month following the Month of the Unloading Date has been made.

21.4 INVENTORY EXTENSION OPTION ALLOCATION RULES

The Inventory Extension Option is reserved to Shippers having unloaded a Cargo during Month M and having subscribed to capacity in the context of LNG truck or small-scale LNG carrier loading services for the Month following that in which the send-out of its Cargo ends.

A Shipper having unloaded a Cargo during Month M may request to subscribe to the Inventory Extension Option at the latest during its Monthly Schedule Request for the Month during which the send-out of its Cargo ends.

The quantity of energy allocated to the Shipper under the Inventory Extension Option may not exceed the most stringent of the following conditions:

- the difference in the Shipper's Inventory Level on the first (1st) of the Month in which the send-

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

out of its Cargo ends and its balance of Unloadings and Reloadings scheduled for the Month in which the send-out of its Cargo ends;

- the loading capacities of LNG trucks or small-scale LNG carriers subscribed by the Shipper for the Month following that in which the send-out of its Cargo ends, net of the Energy Content scheduled for Unloading by the Shipper for the Month following that in which the send-out of its Cargo ends under the Annual Schedule.

For any request received:

- before the 20th of the Month preceding that during which the send-out of its Cargo ends, the Operator shall allocate the Inventory Extension Option to Shippers requesting this option on a "first come, first served" basis.
- on the 20th of the Month preceding that during which the send-out of its Cargo ends, in the context of the Monthly Schedule Request for the Month during which the send-out of its Cargo ends, and when the combined requests from all Shippers exceed the quantity of energy still available under the Inventory Extension Option, the quantity of energy under the Inventory Extension Option allocated to the Shipper shall be equal to the product of the Shipper's request, multiplied by the ratio of the quantity of energy available under the Inventory Extension Option to the combined requests from all the Shippers.

22 RECEPTION AND SEND-OUT OBLIGATIONS AND LIMITATIONS

Subject to Articles 5, 9, 10 and 11, the Operator shall undertake to receive the Cargoes mentioned in the Annual Schedule and to transfer the Natural Gas quantities onto the Transmission System under the conditions of this Article.

22.1 OPERATOR'S OBLIGATIONS AND LIMITATIONS RELATING TO RECEPTION

For every Month, the Operator shall undertake to receive the Cargoes scheduled for said Month as per the procedure described in Article 23.

The Operator shall not be obliged to schedule, over a given Invoicing Period, a number of Cargoes greater than the applicable Number of Contractual Unloadings. Furthermore, the Operator shall not be obliged to schedule for a given Month a number of Cargoes greater than that specified in the Annual Schedule for the Month in question.

With regard to operational tolerance, the Operator shall not be obliged to accept an Unloaded Quantity of more than one hundred and five percent (105%) of the Energy Content scheduled to be transferred per operation.

22.2 OPERATOR'S OBLIGATIONS AND LIMITATIONS RELATING TO SEND-OUT

The Operator shall undertake to deliver to the Shipper at the PITTM, on any Day, a quantity of Natural Gas equal to the Scheduled Daily Send-Out for said Day.

The Scheduled Daily Send-Out for each Day is set in accordance with the conditions detailed in Article 23.

22.3 IMPLEMENTATION OF LIMITATIONS

The Operator shall not be obliged to receive Cargoes or send out Natural Gas, on any Day, if one of the limitations referred to in Article 22 is violated, without the Shipper being entitled to invoke any prejudice in this regard.

22.4 SHIPPER'S OBLIGATIONS

The Shipper shall undertake to subscribe the required transmission capacities to the Transmission System Operator.

23 SCHEDULING, RESCHEDULING AND NOMINATION

23.1 ANNUAL SCHEDULE

When drawing up the Annual Schedule, the Operator shall process Window of Arrival requests as follows:

- For the Months of January and February of Year N: Window of Arrival requests received before the fifteenth (15th) of October of Year N-1 shall be processed by the thirty-first (31st) of October of Year N-1. The Operator cannot accept Window of Arrival requests for the Months of January and February of Year N received after the sixteenth (16th) of October of Year N-1 if such requests would change the Windows of Arrival of other Shippers.
- For the Months of March to December of Year N: Window of Arrival requests received before the fifteenth (15th) of November of Year N-1 shall be processed by the fifteenth (15th) of December of Year N-1. The Operator cannot accept Window of Arrival requests for the Months of March to December of Year N received after the sixteenth (16th) of November of Year N-1 if such requests would change the Windows of Arrival of other Shippers.

The Operator shall prioritise Unloadings when allocating Windows of Arrival.

The Operator shall determine the Contractual Reloaded Quantity based on the Unloadings scheduled by the Shipper and the Terminal's physical limitations. The Shipper shall ensure that its Inventory Level is sufficient for the planned Reloading, in accordance with Article 26.1.

A Reloading is scheduled to ensure that:

- its cancellation would not prevent a scheduled Unloading by reaching the Terminal's maximum physical inventory of LNG, and;
- it would not affect the Terminal's Total Firm Capacity.

The Operator shall not process Window of Arrival requests for Year N+1 or the following Years in advance.

The Shipper may request that the Annual Schedule be amended at any time; the Operator shall be under no obligation to accept this request.

Any changes to the Subscription shall be covered in an amendment to the Contract.

Requests to amend the Annual Schedule for Month M sent after the nineteenth (19th) calendar day of Month M-1 shall be processed under a Monthly Schedule Request for Month M as per Article 23.2.1.

23.2 MONTHLY SCHEDULE

23.2.1 MONTHLY SCHEDULE REQUEST SUBMITTED BY THE SHIPPER

The Shipper shall submit a Monthly Schedule Request to the Operator by the twentieth (20th) calendar day of every Month M-1. This request must contain the following information about each Cargo that the Shipper wishes to transfer at the Terminal over the course of Month M:

- the preferred Arrival Date for the Vessel, possibly specifying the preferred Window of Arrival;
- the estimated Energy Content to be transferred;
- the Loading Port (and the port of origin of the Cargo if the two differ);
- the name of the Vessel intended to carry out the Cargo Transfer.

With regard to a Reloading, the request must also specify:

- the Vessel's estimated Energy Content upon its arrival at the Terminal;
- the estimated volume of LNG to be reloaded;
- where appropriate, any technical conditions relating to the Reloading.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

The Shipper must prove that it has, on the date of the planned Reloading, a sufficient Inventory Level, either by:

- scheduling an Unloading prior to Reloading under the Monthly Schedule and involving an Energy Content sufficient for the planned Reloading, or;
- concluding with another Shipper (that has a sufficient Inventory Level) an agreement on a sufficient LNG Inventory Transfer Quantity for the planned Reloading.

Furthermore, the Shipper must have a positive Inventory Level at the end of the Reloading.

The Shipper may nominate for every Day of Month M the Forecasted Daily Send-Out that it intends to send out from the Terminal to the PITTM.

The Shipper may indicate its desired provisional Inventory Level at the end of Month M.

Monthly Schedule Requests are systematically accompanied by an updated forecast for the Months M+1 and M+2. The updated forecast is provided for information only.

Where appropriate, Monthly Schedule Requests are submitted alongside:

- a subscription request for Monthly Storage Space, as per Article 25.2;
- a request for injection into / withdrawal from the Dedicated Storage Space for Month M;
- a subscription request for the Monthly Send-out Option, as per Article 21.3;
- a subscription request for the Inventory Extension Option, as per Article 21.4;
- a request to debit the Subscription Account, as per Article 24.2;
- a request for Cargo Sharing.

In the absence of the nomination by the Shipper of a complete Monthly Schedule Request by the set deadlines, the Operator shall not allocate any Windows of Arrival. However, the Shipper may send subsequent requests or requests to modify data to the Operator, who shall process them as per Article 23.3.

23.2.2 DETERMINATION OF THE MONTHLY SCHEDULE BY THE OPERATOR

The Operator shall devise the Shipper's Monthly Schedule for Month M concurrently with the Monthly Schedule for the other Shippers.

Windows of Arrival

The Operator shall process as a priority Monthly Schedule Requests from Shippers faithful to their Annual Schedule.

The Operator shall then allocate Windows of Arrival by doing its utmost to comply with the Shipper's Monthly Schedule Request, taking into account any constraints and modifications regarding the Annual Schedule (e.g. addition, reduction or movement of Cargo) and prioritising Unloadings.

Forecasted Daily Send-Out

The Operator shall allocate a Forecasted Daily Send-Out from the first (1st) Day of Month M to the last Day of Month M, pursuant to Article 27, making reasonable efforts to take into account the Shipper's Monthly Schedule Request.

With regard to Shippers having subscribed to the Monthly Send-out Option, the Operator may modify the Forecasted Daily Send-Out of the Shipper should there be any anticipated physical limitations, such as the reduction of the Terminal's Send-Out capacity or the Transmission System's capacity, in accordance with Articles 9, 10 and 11, or when the Overdraft Authorisation is reached in accordance with Article 27, or a risk of reaching the Terminal's minimum physical LNG inventory.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

23.2.3 NOTIFICATION OF THE MONTHLY SCHEDULE BY THE OPERATOR

No later than three (3) working days after the twentieth (20th) calendar day of Month M-1, the Operator shall send the Shipper a notification of its Monthly Schedule for Month M, which shall contain:

- all information on the Monthly Schedule Request, including the allocated Window of Arrival, for every Cargo Transfer that the Operator has approved for Month M;
- the Forecasted Daily Send-Out for every Day of Month M;
- the Reference Inventory Level for every Day of Month M;
- where appropriate, the Monthly Storage Space allocated for Month M.

With regard to a Reloading, the Operator may reduce the duration of the Window of Arrival allocated to the Shipper and, where appropriate, may specify the conditions for using this service.

If there is no Monthly Schedule notification sent out by the Operator, the Monthly Schedule shall be deemed to be identical to the Monthly Schedule Request with regard to the information on each Cargo Transfer.

23.3 INTRA-MONTHLY SCHEDULING

23.3.1 INTRO-MONTHLY RESCHEDULING REQUEST MADE BY THE SHIPPER

The Shipper may request, at any time between the Operator's notification of the Monthly Schedule for Month M and the last Day of Month M, that its Monthly Schedule for Month M be modified. All rescheduling requests must contain the same information as a Monthly Schedule Request (see Article 23.2.1) for every Day between the Day for which the Shipper is requesting rescheduling and the last Day of Month M. The rescheduling request must also indicate the reasons or operative events behind this request.

After the twentieth (20th) calendar day of Month M-1, the Shipper may ask to schedule one or more Spot Unloadings by means of a Reservation Request as per Article 21.1.

After the twentieth (20th) calendar day of Month M-1, the Shipper may ask to schedule one or more additional Unloadings or to increase the Energy Content of an Unloading under Pooling, indicating the estimated amount of its Pooling credit and the associated terminal or asking to debit its Subscription Account as per Article 24.2.

The Operator shall do its utmost to accept all other requests to increase the Contractual Unloaded Quantity in line with the applicable legal and regulatory provisions.

No later than the day after receiving the rescheduling request, the Operator shall inform the Shipper of the timeframe within which it shall respond to said request, provided that this timeframe is compatible with the period remaining before the end of Month M.

23.3.2 OPERATOR'S RESPONSE TO THE SHIPPER'S INTRA-MONTHLY RESCHEDULING REQUEST

The Operator shall make all reasonable effort to accept rescheduling requests, noting that the Windows of Arrival already allocated to another shipper cannot be changed without its consent.

The Shipper's Forecasted Daily Send-Out is changed as a priority if:

- the Shipper submitted an intra-monthly rescheduling request as per Article 23.3.1, and;
- the Operator must modify the Terminal Send-Out as a result of this request.

The Shipper's Forecasted Daily Send-Out may be negative.

By default, the Forecasted Daily Send-Out for a Spot Unloading begins on the first (1st) Day of the Month of its Window of Arrival, subject to the provision of a Negative Inventory Guarantee as per the provisions of Article 29.2. If the Shipper does not provide a Negative Inventory Guarantee as per the provisions of Article 29.2, the Operator may start the Forecasted Daily Send-Out under a Spot Unloading no earlier than two (2) Days before the Unloading Date.

When the Operator is notified of an intra-monthly rescheduling request for Month M prior to the Operator's notification of the Monthly Schedule for Month M+1, this provision is limited to the Send-Out for Month M.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

When the Operator is notified of an intra-monthly rescheduling request for Month M after the Operator's notification of the Monthly Schedule for Month M+1, this provision is applicable to the Send-Out for Months M and M+1. The Operator shall process rescheduling requests in the order in which it receives them.

Should the Operator reject a rescheduling request submitted by the Shipper, the Monthly Schedule shall remain unchanged. In contrast, should the Operator accept a rescheduling request submitted by the Shipper, the Shipper is allocated a new Monthly Schedule as a result.

If there is no response from the Operator, the rescheduling request is deemed to have been rejected.

23.3.3 INTRA-MONTHLY RESCHEDULING AT THE OPERATOR'S INITIATIVE

The Operator shall reserve the right to modify Windows of Arrival for Month M between the date on which the Operator sends the Monthly Schedule notification for Month M and the last Day of Month M in the situations detailed in Articles 9, 10 and 11.

The Operator may modify the Forecasted Daily Send-Out for Month M between the twenty-fifth (25th) calendar day of Month M-1 and the last day of Month M in the event of situations outside its control such as, but not limited to, those described in Articles 9, 10 and 11, or in the event of a risk of damage to the Terminal's minimum physical inventory of LNG.

Once it has devised the new Monthly Schedule, the Operator shall send the Shipper a rescheduling notification. This notification contains the same information as the Monthly Schedule (see Article 23.2.1) for every Day between the first Day of the rescheduling and the last Day of Month M. The rescheduling notification also indicates the reasons or operative events behind it.

The Operator shall make all reasonable efforts to send the rescheduling notification at least two (2) Days in advance.

23.4 WEEKLY SEND-OUT FLEXIBILITY

The Weekly Send-Out Flexibility is based on the Shipper's Dedicated Storage Space for a given Month.

No later than Friday in the morning, the shipper may send to the Operator a request for Weekly Send-Out Flexibility for each of the seven (7) Days of the following week. The Operator shall make reasonable efforts to respect the nominated quantity.

Negative Weekly Send-Out Flexibility for a given Day corresponds to the injection of this quantity of energy into the Shipper's Dedicated Storage Space.

Positive Weekly Send-Out Flexibility for a given Day corresponds to the withdrawal of this quantity of energy from the Shipper's Dedicated Storage Space.

Per Day, the Shipper's Weekly Send-Out Flexibility may not:

- render negative the quantities of energy within the Shipper's Dedicated Storage Space;
- cause the quantities of energy within the Shipper's Dedicated Storage Space to increase above the capacity of this Space.

Furthermore, the sum of the Shipper's Weekly Send-Out Flexibility and Forecasted Daily Send-Out per Day may not be negative.

Should it prove impossible to implement at the Terminal all Weekly Send-Out Flexibility requests made by all Shippers, the Terminal's injection and withdrawal capacities will be proportionally split between them using their Scheduled Daily Send-Out.

The Operator is not obliged to offer Weekly Send-Out Flexibility should there be any anticipated physical limitations, such as the reduction of the Terminal's Send-Out capacity or the Transmission System's capacity, in accordance with Articles 9, 10 and 11, or a risk of damage to the Terminal's minimum physical inventory of LNG.

23.5 DAILY FLEXIBILITY AND DETERMINATION OF THE SCHEDULED DAILY SEND-OUT

The Operator determines the Scheduled Daily Send-Out based on the Shipper's nomination and any technical constraints.

If the daily quantity of energy that the Shipper wishes to be sent out on Day D+1 differs to the Forecasted Daily Send-Out, excluding Forecasted Daily Send-Out of the Shipper in the frame of Spot Unloading, the Operator shall make all reasonable efforts to respect the nominated amount.

Furthermore, should an event occur that is outside of its control, such as but not limited to the arrival of a Vessel outside its Window of Arrival, the suspension of Unloading in the circumstances detailed in Appendix 2, force majeure or a related situation as detailed in Article 9, or any inconsistency between the Scheduled Daily Send-Out and the quantities scheduled to enter the Transmission System, the Operator may modify the Scheduled Daily Send-Out from the time at which the operative event occurs. In this case the reschedule notification shall outline the reasons or operative events behind it.

23.6 WITHIN-DAY RENOMINATION

The Shipper may send a Within-Day Renomination request which allows the Shipper, on a given business Day, to modify its Scheduled Daily Send-Out for said Day, excluding Scheduled Daily Send-Out of the Shipper in the frame of Spot Unloading.

The Operator shall make reasonable efforts to allow the Shipper to adjust its Forecasted Daily Send-Out in response to its Within-Day Renomination request. The Operator is not obliged to accept Within-Day Renomination should there be any anticipated physical limitations, such as the reduction of the Terminal's Send-Out capacity or the Transmission System's capacity, in accordance with Articles 9, 10 and 11, or a risk of reaching the Terminal's minimum physical LNG inventory.

By way of derogation from Article 13.3, the Operator and the Shipper shall each be liable for the consequences of any consequential damage that they may incur in the fulfilment of their obligations in the frame of Within-Day Renomination, regardless of the perpetrator of the action causing said consequential damage. As a result, the Operator, the Shipper and their respective insurers shall mutually waive the right to any recourse in respect of said consequential damage.

23.7 EXCESS SEND-OUT LINKED TO A CARGO TRANSFER

By way of derogation from Article 23.2, when a Cargo Transfer on the Monthly Schedule results in an increase in the Terminal Send-Out with a view to reincorporating the evaporations generated by the operation (especially in the case of a lack of LNG as per Article 32.3), the additional Send-Out shall be wholly assigned to the Shipper that scheduled the Cargo Transfer.

23.8 SEND-OUT RELATED TO THE COMPRESSOR

By way of derogation from Article 23.2, when the use of the Compressor is planned under the Monthly Schedule and the Terminal Send-Out is completely dealt with by the Compressor, this Send-Out is allocated to Shippers for the Days in question in proportion to their positive Inventory Levels on the Day the Compressor is started.

24 SUBSCRIPTION ACCOUNT

24.1 CREDITING THE SUBSCRIPTION ACCOUNT

While the Annual Schedule is being devised, the Shipper's Subscription Account shall be credited with:

- the difference between the Number of Contractual Unloadings and the number of Unloadings scheduled by the Shipper, and;
- the difference between the Contractual Unloaded Quantity and the sum of Energy Content in the Unloadings scheduled by the Shipper.

At any point between the Operator's publication of the Annual Schedule for Year N and the twentieth (20) calendar day of a given Month M-2, the Shipper may remove from its Annual Schedule all or part of the Cargo

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Transfers or Energy Content scheduled for Unloading in Month M. This capacity shall then be credited to the Shipper's Subscription Account.

The Subscription Account shall be automatically reset at the end of every Year.

24.2 DEBITING THE SUBSCRIPTION ACCOUNT

During the Monthly Schedule or as part of an intra-monthly rescheduling for Month M, the Shipper may ask to schedule one or more additional Cargo Transfers or to increase the Energy Content of an Unloading, without changing its Subscription for Month M. This quantity shall then be debited from the Shipper's Subscription Account, subject to the Operator's Monthly Schedule notification.

In the case of Unloading or additional quantity scheduled in another terminal in the frame of Pooling, quantity from the Shipper's Subscription Account that is effectively used to calculate the Pooling credit as per Article 30.12 shall then be debited from the Shipper's Subscription Account.

Any subscription of capacities credited to the Shipper's Subscription Account by another shipper shall take place in accordance with Article 18. The assigned capacities shall then be debited from the Shipper's Subscription Account.

The Subscription Account may not, under any circumstances, be negative.

25 DEDICATED STORAGE SPACE MECHANISM

25.1 CONTRACTUAL STORAGE SPACE

By the fifteenth (15th) of December of Year N-1, the Operator shall allocate to the Shipper a Contractual Storage Space for Year N equal to the Total Contractual Storage Space for Year N multiplied by the ratio of the Shipper's Contractual Unloaded Quantity to the Terminal's Total Firm Capacity.

By way of derogation to Article 23.4, the Shipper may ask to inject into the Contractual Storage Space (this may not result in a negative Inventory Level) or withdraw from the Contractual Storage Space every Day D for Day D+1 without changing its Forecasted Daily Send-Out. The Operator shall make reasonable efforts to accept the request.

The Shipper shall have until the nineteenth (19th) calendar day of Month M-1 to assign to another shipper all or part of its Dedicated Storage Space for Month M and the following Months.

The assignor shipper shall send to the Operator its request detailing the period concerned, the share of the Dedicated Storage Space assigned, as well as the identity of the beneficiary shipper.

25.2 MONTHLY STORAGE SPACE

The Shipper may, when applying for the Monthly Schedule Request for Month M, request all or part of the Available Contractual Storage Space for Month M and the following Months.

The Monthly Storage Space is allocated in priority to requests for longer durations.

Secondly, when the combined requests from all Shippers exceed the Available Contractual Storage Space for a given Month, the Monthly Storage Space allocated to the Shipper shall be equal to the product of the Shipper's Monthly Storage Space request multiplied by the ratio of the Available Contractual Storage Space for the Month in question to the combined requests for Monthly Storage Space from all Shippers for the Month in question.

26 LNG INVENTORY LEVEL AND INVENTORY TRANSFER

26.1 INVENTORY LEVEL

The Shipper's Inventory Variation for a given Day is defined as the difference between, on the one hand:

- the Unloaded Quantity on this Day;
- the Quantity of LNG Inventory Transfer received on this Day;

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

- the quantity of energy withdrawn from the Dedicated Storage Space on this Day;

and, on the other:

- the Daily Send-Out on this Day;
- the gas flared by the Operator in the situations specified in Article 32.2 and during unloading in the situations specified in Article 7.3;
- the quantity of energy delivered on this Day, whether as part of an LNG Inventory Transfer or any other operation;
- the quantity of energy injected on this Day into the Dedicated Storage Space;
- Gas Offtake from the Unloaded Quantities for this Day;
- the Reloaded Quantity on this Day.

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 for the previous Day and the Inventory Variation for the Day in question.

A Shipper's Inventory Level may be negative within the limit of the Overdraft Authorisation defined in Article 27.2.2. The Operator shall stop the Shipper's Send-Out once its Inventory Level reaches its assigned Overdraft Authorisation.

26.2 REFERENCE INVENTORY LEVEL

The Shipper's Reference Inventory Variation for a given Day is defined as the difference between, on the one hand:

- the Energy Content of the Unloading scheduled on this Day;
- the Quantity of LNG Inventory Transfer to be received on this Day;
- the quantity of energy received from the Dedicated Storage Space on this Day;

and, on the other:

- the Reference Send-Out for this Day, calculated as per the provisions of Article 27;
- the quantity to be delivered on this Day, whether as part of a LNG Inventory Transfer or any other operation;
- the quantity of energy injected in the Dedicated Storage Space on this Day;
- the Energy Content of the Reloading scheduled on this Day.

The Reference Inventory Variation may be positive or negative.

The Reference Inventory Level for a given Day is a quantity of energy equal to the sum of the Reference Inventory Level for the previous Day and the Reference Inventory Variation for the Day in question.

A Shipper's Reference Inventory Level may be negative within the limit of the Overdraft Authorisation defined in Article 27.2.2.

26.3 LNG INVENTORY TRANSFER

The Shipper may, at any time, subscribe to an LNG Inventory Transfer service allowing it to exchange quantities of LNG with other Shippers within the Terminal. Subscription to this service covers a minimum period equal to the Invoicing Period over the course of which the subscription was taken out.

As part of this service, the assignor shipper shall send to the Operator its request specifying the Day of the LNG Inventory Transfer, the Quantity of the LNG Inventory Transfer (which must not result in a negative Inventory Level), the transferred part of its Forecasted Daily Send-Out as well as the identity of the beneficiary shipper and subscriber to the LNG Inventory Transfer service for the Operator to take account of the request.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

The Shipper's Inventory Level shall be adjusted on the agreed date of the LNG Inventory Transfer when the Operator has received the equivalent notification from the other shipper with which the Shipper has conducted the LNG Inventory Transfer.

27 RULES FOR SHARING SEND-OUT BETWEEN SHIPPERS

Without prejudice to the provisions of Articles 23.7 and 23.8, this Article is intended to structure the Operator's arrangements to share the Terminal's Send-Out between Shippers.

27.1 CALCULATING THE REFERENCE SEND-OUT

27.1.1 REFERENCE SEND-OUT RATIO

The Operator shall define the Reference Forecasted Daily Send-Out (Reference Send-Out) for all Shippers based on the Monthly Schedule of all of said Shippers.

The Reference Send-Out for all the Shippers is proportionally divided up between them, from the first (1st) Day of the Month to the last Day of the Month, using a Reference Send-Out Ratio

The Shipper's Reference Send-Out Ratio for every Month is a positive value defined as the ratio of:

- (i) the sum of the Shipper's Inventory Level on the first (1st) Day of the Month at six (6) a.m. and the total Energy Content scheduled for Unloading by the Shipper over the period, minus the Energy Content scheduled for Reloading by the Shipper over this period and the Shipper's Reference Final Inventory, and adjusted for the variation in LNG Inventory Transfer Quantities and the variation in the quantities of energy received from / delivered to the Dedicated Storage Space, to;
- (ii) the sum of the values of (i) for all Shippers.

The practical terms and conditions related to the rules for sharing send-out between Shippers will be detailed in an operational notice.

27.1.2 REFERENCE FINAL INVENTORY

The Shipper's Inventory Level at the end of the period used to calculate the Reference Send-Out Ratio for Month M (Reference Final Inventory) is a positive quantity of energy equal to the sum of the contribution to this inventory of the Energy Content of each Unloading scheduled in the last twelve (12) days of said Month M, based on the expected Arrival Date of the Unloading.

To do this, and for the sole purpose of calculating the Reference Final Inventory, each Unloading is considered to be sent out in a linear manner. Thus, the contribution of an Unloading to the Reference Final Inventory is equal to, J_D being the last Day of the Month:

- 11/12th of its Energy Content for an Unloading scheduled on the last Day of the Month, i.e. J_D ;
- 10/12th of its Energy Content for an Unloading scheduled on the Day J_D-1 ;
- 9/12th of its Energy Content for an Unloading scheduled on the Day J_D-2 ;
- 8/12th of its Energy Content for an Unloading scheduled on the Day J_D-3 ;
- 7/12th of its Energy Content for an Unloading scheduled on the Day J_D-4 ;
- 6/12th of its Energy Content for an Unloading scheduled on the Day J_D-5 ;
- 5/12th of its Energy Content for an Unloading scheduled on the Day J_D-6 ;
- 4/12th of its Energy Content for an Unloading scheduled on the Day J_D-7 ;
- 3/12th of its Energy Content for an Unloading scheduled on the Day J_D-8 ;
- 2/12th of its Energy Content for an Unloading scheduled on the Day J_D-9 ;
- 1/12th of its Energy Content for an Unloading scheduled on the Day J_D-10 .

The Operator relies on the Energy Content and Arrival Dates values based on the Shipper's Monthly Schedule Request.

If no Unloading is scheduled by the Shipper for Month M or if all Unloadings are scheduled before Day J_D-10 , then the value of the Reference Final Inventory is equal to zero (0).

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

27.1.3 MONTHLY SEND-OUT OPTION

In the event that the Shipper has been allocated a quantity of energy under the Monthly Send-out Option in accordance with Article 21.3, this part of the Shipper's Forecasted Daily Send-Out will be sent out at a constant level from the first (1st) Day to the last Day of the Month in question, without modification of the Shipper's total Forecasted Daily Send-Out for this Month, and subject to the stipulations of article 23.2.2.

27.2 NEGATIVE INVENTORY LEVEL

27.2.1 ROLE OF THE OPERATOR

The Shipper shall appoint the Operator as its agent for the sole purposes of:

- keeping its Inventory Level up to date;
- calculating the Negative Inventory Guarantee as set out in Article 29.2 and the amounts called up to cover Negative Inventory as set out in Article 27.2.3;
- retaining guarantee deposits or receiving a first demand guarantee and guaranteeing the validity of Negative Inventory Guarantees established pursuant to this Article;
- implementing these Negative Inventory Guarantees or sending injunctions to pay in the situations detailed in Article 27.2;
- sharing the sums collected between the Shippers under the conditions set out in Article 27.2.

This mandate is a common interest mandate and cannot be revoked by the Shipper without the Operator's consent.

Under no circumstances shall the Operator be required to procure or sell Natural Gas, use transmission or storage services or personally pay any sums to the Shipper under Article 27. The Operator's liability shall in any case be limited to the amounts stated in the General Terms and Conditions.

The Shipper shall waive, and shall vouch for the waiver of its insurers, the right to any recourse against the Operator if payments have been made by the latter in accordance with the provisions of Article 27.2.

By way of exception to Article 16 and solely for the purposes of applying Article 27, the Shipper shall expressly authorise the Operator to pass on to the other shippers any information provided as per Article 27.2.3.

27.2.2 OVERDRAFT AUTHORISATION

The Shipper shall authorise the Operator to schedule its Send-Outs within the limit of the Overdraft Authorisation from which it benefits.

The level of the Overdraft Authorisation is a quantity of energy calculated annually and equal to the lowest of the following two values:

- For the Month of the Annual Schedule for which the Shipper's Contractual Unloaded Quantity is the largest, sixty percent (60%) of the greatest Energy Content associated with an Unloading of that Month, plus thirty percent (30%) of the Energy Content of all the Shipper's other Unloadings of that Month if any, and
- 1400 GWh for Montoir.

The Shipper's Overdraft Authorisation for a given Month M shall be suspended if the Shipper does not have any Unloading scheduled for Months M+1 and M+2.

27.2.3 IMPLEMENTATION OF THE NEGATIVE INVENTORY GUARANTEE AND INJUNCTIONS TO PAY DUE TO A NEGATIVE INVENTORY LEVEL

The Operator shall implement all or part of the Negative Inventory Guarantee as set out in Article 29.2 for any Shipper that has a negative Inventory Level when the Contract comes to an end for any reason whatsoever.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Furthermore, when the Shipper's Inventory Level is negative on a Day of Month M and when the Shipper:

- (i) had not notified the Operator of a schedule request over the course of Month +1 at the latest for a quantity that would give the Shipper a positive Inventory Level over the course of Month M+2 at the latest, or
- (ii) had not unloaded said quantity over the course of Month M+2 at the latest, or
- (iii) had not recovered a positive Inventory Level, for example by means of an LNG Inventory Transfer from other Shippers, over the course of Month M+2 at the latest,

the Operator shall, depending on the situation:

- implement all or part of the Shipper's Negative Inventory Guarantee, or;
- immediately order the Shipper to pay an amount covering its Negative Inventory Level.

The amount of the Negative Inventory Guarantee required by the Operator or the amount called by the Operator in connection with an injunction in accordance with this Article shall be calculated by the Operator by multiplying the Shipper's Negative Inventory Level on the last Day of Month M+2 or the Day on which the Contract ended by the highest of the PREF price, as defined in Article 30.2, for either Month M, Month M+1 or Month M+2 plus ten percent (10%).

Following an injunction, the Shipper shall undertake to credit the Operator's bank account within eight (8) days of receiving the aforementioned injunction to pay from the Operator. For each day of delay the amount shall accrue interest equal to three (3) times the legal interest rate in force on the date on which the injunction was issued.

27.2.4 DISTRIBUTION BETWEEN SHIPPERS

The Operator shall distribute the amounts collected under Article 27.2.3 between all other Shippers in proportion to their Reference Send-Out Ratios for Month M.

The Operator shall withdraw the quantity of energy required from the Shippers' LNG inventory, using the same proportion in consideration of the amounts distributed. The Operator shall modify the Inventory Levels of the Shippers involved accordingly.

The Operator shall notify the Shippers involved as quickly as possible and shall send them the details of the calculation used to distribute the amounts and LNG in tanks.

27.3 COMPENSATION MECHANISM

In the event of the inability to nominate a negative Send-Out as per Article 23.3.2 and the modification of the Terminal's Send-Out in accordance with Article 23.3.2, resulting in a modification to the Forecasted Daily Send-Out of the other Shippers ("Affected Shippers"), the Shipper behind this modification ("Responsible Shipper") shall accept that the following compensation mechanism shall apply.

The "Quantity to be Compensated" each Day by the Responsible Shipper shall be calculated by the Operator and shall be equal at most to the difference between the Forecasted Daily Send-Out of the Affected Shippers before the date on which the aforementioned modification came into force, and the Forecasted Daily Send-Out of the Affected Shippers following said modification.

The Quantity to be Compensated shall be delivered each Day by the Responsible Shipper to each Affected Shipper.

The Quantity to be Compensated shall be delivered in kind on the PEG. At the same time, the Inventory Level of the Affected Shipper shall be cut by a quantity equal to the Quantity to be Compensated and the Inventory Level of the Responsible Shipper shall be supplemented by the same quantity.

The Shipper's compensation obligations shall be suspended under the same circumstances and according to the same terms and conditions as those explained in Articles 9, 10 and 11. The Shipper shall waive the right to recourse against the other Shippers in respect of the damages that it may suffer in the situations referred to in Article 23.3 above the amounts specified in Article 27.2.3. There is no joint and several liability between Shippers under Article 27.

28 USE IT OR LOSE IT

28.1 CAPACITY RELEASE MECHANISM

At any time between the Operator's publication of the Annual Schedule and the nineteenth (19th) calendar day of a given Month M-1, the Shipper may remove from its Annual Schedule all or part of the Unloadings or Energy Content scheduled for Unloading in Month M. These capacities shall be published as per Article 28.4 and should they be subscribed by another Shipper prior to the twentieth (20th) calendar day of Month M-1, this shall proceed in accordance with Article 18.

28.2 SHORT TERM USE IT OR LOSE IT

The share of the Subscription not scheduled by the Shipper during its Monthly Schedule Request, as defined in Article 23.2.1, shall be published in accordance with Article 28.4. The subscription of these capacities by another Shipper does not give rise to assignment as defined in Article 18.

28.3 LONG TERM USE IT OR LOSE IT

If the schedule for Month M does not show any Available Firm Capacity, any Unloading cancelled, except in cases of force majeure, shall be recorded and reported to the CRE.

The CRE may demand the restitution of the Subscription by the Shipper in question following a case-by-case analysis.

Furthermore, should access to the Terminal be congested, and at the CRE's request, the Operator shall provide it with all information on the Reservation Requests over the period affected by this congestion.

28.4 PUBLICATION BY THE OPERATOR

Every Month, following the Monthly Schedule notification, the Operator shall publish the Available Firm Capacity taking into account the share of the Subscription not scheduled by the Shippers. The Operator shall update this information at the start of the second week of the Month.

SECTION 3: FINANCIAL CONDITIONS

29 FINANCIAL GUARANTEES

29.1 GUARANTEE

The Shipper shall provide the Operator with a Guarantee, the amount of which is calculated prior to every Invoicing Period using the following formula:

$$\sum_{P_k}^{P_n} \left[\left((QDC_i + QDC_j) \times TQD \right) + \left((NDC_i + NDC_j) \times TNA \right) \right] \text{ euros}$$

where:

P_k is the first coming Invoicing Period

P_n is P_{k+4} or, falling that, the last Invoicing Period of the Contract's duration

i and j each denote the two (2) Months M of each Invoicing Period between P_k up to and including P_n for which the $[(QDC_m \times TQD) + (NDC_m \times TNA)]$ values are the highest

This amount shall be adjusted to take into account any changes made to the Subscription or the Shipper's minimum payment obligation for the Months concerned. However, adjustments shall only be made when the combined adjustments to the Guarantee amount exceed, in absolute terms, twenty percent (20%) of the Guarantee amount in force. The respective shares of Invoicing Periods P_k and P_{k+1} to P_n are adjusted accordingly.

Where necessary, the Shipper shall renew the Guarantee at least thirty (30) days before it expires with a view to ensuring that the Operator has a valid Guarantee at all times:

- (i) for every Invoicing Period P_k , a rolling, valid Guarantee split into two parts:
 - the part of the Guarantee corresponding to the Invoicing Period P_k , taking the form of:
 - a guarantee deposit with the Operator, or
 - a first demand guarantee based on the template supplied by the Operator, provided by a banking establishment or credit insurer having its registered office in a country of the European Union and with a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's).
 - the part of the Guarantee corresponding to Invoicing Periods P_{k+1} up to and including P_n , taking the form of:
 - a guarantee deposit with the Operator, or
 - a first demand guarantee based on the template supplied by the Operator, provided by a banking establishment or credit insurer having its registered office in a country of the European Union and with a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's), or
 - a first demand guarantee provided by the Shipper's Parent Company when and for as long as this company has its registered office in an OECD country and has a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's), or
 - a first demand guarantee provided by the Shipper's Parent Company when and for as long as this company has a long-term credit rating equal to or above AA- (Standard & Poors) or Aa3 (Moody's), to the extent that the company does not have its registered office in an OECD country.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

- (ii) By way of derogation from the previous rule, the Shipper shall not be required to provide the part of the Guarantee corresponding to:
- the Invoicing Period P_k when and for as long as the Shipper is a company with a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's);
 - Invoicing Periods P_{k+1} up to and including P_n when and for as long as the Shipper is a company with a long-term credit rating equal to or above BBB+ (Standard & Poors) or Baa1 (Moody's).

Should any of the conditions attached to the above derogation not be met, the provisions under this Article shall once again apply and the Shipper shall be required to comply with these provisions under conditions (more specifically with regard to timing) identical to those for establishing the initial Guarantee.

Should there be no written response from the Shipper within ten (10) days of the Contract being signed, the Shipper shall be considered to have chosen the form of a guarantee deposit.

When all or part of the Guarantee takes the form of a guarantee deposit, the corresponding amount or any increase thereof shall be invoiced by the Operator to the Shipper prior to the Date of the First Unloading as indicated in the Specific Conditions or thirty (30) days prior to the date on which the increase comes into force and in any case within thirty (30) days of the Contract being signed. Payment must be made by the Shipper within eight (8) banking days following the date of issue of the invoice. Any reduction in the Guarantee amount shall be subject to a credit note issued by the Operator to the Shipper minus, where appropriate, the amounts still due to the Operator by the Shipper under the Contract or any other contract between the Shipper and the Operator. The guarantee deposit shall be returned by the Operator once the Contract has expired and, where appropriate, minus the outstanding amounts due to the Operator by the Shipper under the Contract or any other contract between the Shipper and the Operator.

The guarantee deposit shall accrue interest each Month at the one-month, inter-bank rate offered in the eurozone (Euribor 1 month) at the value of the rate on the first day of this Month, between the date of its payment to the Operator and the date on which it is returned by the Operator. The interest shall give rise to an invoice discount or a credit note issued by the Operator to the Shipper at the end of each Invoicing Period, to the extent that the sum of the interest on the Invoicing Period in question is positive.

In all other cases, the Shipper shall provide the Operator with an original of the Guarantee prior to the date of the first Unloading indicated in the Specific Conditions or thirty (30) days prior to the date on which the change shall come into force and in any case within thirty (30) days of the Contract being signed.

Where all or part of the Guarantee is in the form of a first demand guarantee :

- for Contracts with a duration of more than twelve (12) Months, its period of validity is at least one (1) year, renewable, and, lastly, the end date of validity corresponding to the last period is equal to the last working day of the second (2nd) month following the end of the last Invoicing Period.
- for Contracts whose duration is strictly less than twelve (12) Months, its validity end date is at least equal to the last working day of the second (2nd) month following the Month of the last Unloading.

29.2 NEGATIVE INVENTORY GUARANTEE

The Shipper shall provide the Operator with a Negative Inventory Guarantee in one of the forms set out in Article 29.1, covering the Overdraft Authorisation as defined under Article 27.2.2.

For Year N, the amount is calculated by the Operator in December of each Year N-1 for Shippers who have taken part in the establishment of the Annual Schedule for Year N or before each Invoicing Period for other Shippers and is equal to:

$$\text{Overdraft Authorisation} \times P_{\text{moy}} \times 1.1$$

where P_{moy} is the average of the Monthly Index prices published by EEX for the PEG, expressed in euro/MWh, over the calendar year N-1.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

By way of derogation from the previous rule:

- The Shipper shall not be required to provide the Negative Inventory Guarantee when and as long as the Shipper is a company with a long-term credit rating equal to or above A- (Standard & Poors) or A3 (Moody's); or
- The Shipper having participated in the establishment of the Annual Schedule for Year N shall not be required to provide the Negative Inventory Guarantee when and as long as all other Shippers having participated in the establishment of the Annual Schedule for Year N have expressly dispensed the Shipper from this.

For a Shipper who has not participated in the establishment of the Annual Schedule for Year N, the amount of the Negative Inventory Guarantee calculated by the Operator will be based on the Window of Arrival of its Unloadings and will therefore take into account the largest forecasted Negative Inventory Level for the Billing Period instead of the value of the Overdraft Authorisation.

Under Article 18, the assignor may, subject to agreement between the assignor, the assignee and the Operator, guarantee the assignee under the Negative Inventory Guarantee. In this case, when all other remedies under Articles 27.2 and 27.3 have failed, the assignor will be required to resolve the assignee's residual Negative Inventory Level that would be linked to said assignment. The Operator therefore reserves the right to implement the provisions of Articles 27.2 and 27.3 with respect to the assignor.

The Negative Inventory Guarantee must be valid until the end of the fourth Month following the Unloading date.

30 SERVICE PRICES

30.1 PRICE COMPONENTS

The price for services covered in the Contract amounts to the sum of the prices set out in Articles 30.2 to 30.7 plus, where appropriate, those set out in Articles 30.8 to 30.13, minus any reductions from the minimum payment obligations as per Article 30.1.2.

30.1.1 SHIPPER'S MINIMUM PAYMENT OBLIGATIONS

A minimum payment obligation shall be imposed on the Shipper for its entire Subscription at the Terminal as per the Specific Conditions.

Any use of capacity exceeding the Subscription shall be invoiced at the applicable rates.

Between the notification of the Annual Schedule for Year N and the last Day of Year N, for any change to the Subscription concerning an Unloading, but also in case of subscription of a Reloading or a Monthly Send-out Option, the Shipper shall have its minimum payment obligation revised accordingly by application of the tariffs in use at the time of said change.

30.1.2 REDUCTION OF THE SHIPPER'S MINIMUM PAYMENT OBLIGATIONS

In the event of the application of Article 9, except for the circumstances referred to in f) of this Article, or of Articles 10 and 11:

- the quantities that could not be unloaded and the Unloadings that could not be performed due to the occurrence of an event or circumstance falling under said Articles shall be deducted from the Contractual Unloaded Quantity and the Number of Contractual Unloadings respectively when calculating the Minimum Payment Obligations as per Article 30.1.1;
- the quantities that could not be reloaded and the Reloadings that could not be performed due to the occurrence of an event or circumstance falling under said Articles shall be deducted from the Contractual Reloaded Quantity and the Number of Contractual Reloadings respectively when calculating the prices due under Articles 30.6 and 30.7.

The Shipper shall waive the right to recourse against the Operator for damages it may suffer in the situations referred to in the previous subparagraphs.

30.2 GAS OFFTAKE

The Operator shall perform Gas Offtake (PG) up to:

- 0.5% of all Unloaded Quantities at the Montoir terminal: $PG = 0.5\% \times QD$
- 0.4% of all Unloaded Quantities at the Fos-Tonkin terminal: $PG = 0.4\% \times QD$

This Offtake shall give rise to reciprocal monthly invoicing, for identical amounts, between the Shipper and the Operator in accordance with Article 33.

For every Month M, the price corresponding to the value of the Gas Offtake (PPG_m) shall be equal to the Gas Offtake for the Month (PG_m) multiplied by PREF.

$$PPG_m = PG_m \times \text{PREF euros}$$

where PREF is equal to the Monthly Index for Month M, published by EEX for the PEG, expressed in EUR/MWh.

30.3 PRICE PROPORTIONAL TO THE UNLOADED QUANTITY

For every Month M, the price proportional to the Unloaded Quantity (PQD_m) shall be equal to the maximum between the Contractual Unloaded Quantity for the Month (QDC_m) and the Unloaded Quantities at the Terminal over the Month (QD_m) multiplied by the Unloaded Quantity Rate (TQD), excluding the Unloaded Quantities under Pooling, Cargo Sharing or the Shipper's Subscription Account:

$$PQD_m = \text{MAX}(QDC_m; QD_m) \times \text{TQD euros}$$

30.4 PRICE PROPORTIONAL TO THE NUMBER OF UNLOADINGS

For every Month M, the price proportional to the Number of Unloadings (PND_m) shall be equal to the maximum between the Number of Contractual Unloadings for the Month (NDC_m) and the Number of Unloadings performed at the Terminal over the Month (ND_m) multiplied by the Number of Berthing Rate (TNA), excluding the Number of Unloadings performed under Pooling, Cargo Sharing or the Shipper's Subscription Account:

$$PND_m = \text{MAX}(NDC_m; ND_m) \times \text{TNA euros}$$

30.5 PRICE PROPORTIONAL TO ENERGY VARIABLE CHARGES

For every Month M, the price proportional to the energy variable charges (PVE_m) is equal to the product of the Quantities Unloaded during the Month at the Terminal (QD_m) multiplied by the Energy Variable Rate (TVE):

$$PVE_m = QD_m \times \text{TVE Euros}$$

30.6 PRICE PROPORTIONAL TO THE RELOADED QUANTITY

For every Month M, the price proportional to the Reloaded Quantity (PQR_m) shall be equal to the maximum between the Contractual Reloaded Quantity for the Month (QRC_m) and the Reloaded Quantities at the Terminal over the Month (QR_m) multiplied by the Reloaded Quantity Rate (TQR):

$$PQR_m = \text{MAX}(QRC_m; QR_m) \times \text{TQR euros}$$

30.7 PRICE PROPORTIONAL TO THE NUMBER OF RELOADINGS

For every Month M, the price proportional to the Number of Reloadings (PNR_m) shall be equal to the maximum between the Number of Contractual Reloadings for the Month (NRC_m) and the Number of Reloadings performed at the Terminal over the Month (NR_m) multiplied by the Fixed Reloading Rate (TFR) and, where appropriate, the Number of Berthing Rate (TNA):

$$PNR_m = \text{MAX}(NRC_m; NR_m) \times (\text{TFR} + \text{TNA}) \text{ euros}$$

30.8 PRICE OF LNG INVENTORY TRANSFER

For every Month M, the price for performing an LNG Inventory Transfer (PTS_m) shall be determined as follows based on the Quantities of LNG Inventory Transfers delivered and received at the Terminal over the Month (QTS_m), the Fixed LNG Inventory Transfer Rate (TTSF) and the Proportional LNG Inventory Transfer Rate (TTSP):

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

This additional service is an option, to be booked for a given Invoicing Period while the Contract or its amendments are being signed.

30.9 PRICE OF THE MONTHLY SEND-OUT OPTION

For every Month M, the price of the Monthly Send-out Option (PEM) is equal to the quantity of energy allocated under the Monthly Send-out Option (EM) multiplied by the Monthly Send-out Option Rate (TEM):

$$PEM = EM \times TEM \text{ euros}$$

30.10 PRICE FOR THE INVENTORY EXTENSION OPTION

For every Month M, the price of the Inventory Extension Option (PPI) is equal to the product of the quantity of energy allocated under the Inventory Extension Option (PI) by the Storage Quantity Rate (TQS):

$$PPI = PI \times TQS \text{ Euros}$$

30.11 PRICE FOR THE MONTHLY STORAGE SPACE

For every Month M, the price of the Monthly Storage Space (PES) shall be equal to the Monthly Storage Space (ESM) multiplied by the Storage Quantity Rate (TQS):

$$PES = ESM \times TQS \text{ euros}$$

30.12 PRICE OF POOLING

Pooling credit shall be expressed in euros.

The Shipper's Pooling credit for Month M shall be equal to the sum of:

- the difference between the number of Cargo Transfers scheduled over the course of Month M in the Shipper's Annual Schedule and the number of Cargo Transfers performed over the course of Month M, multiplied by the Number of Berthing Rate, and
- the difference between the combined Energy Content of Unloadings scheduled over the course of Month M in the Shipper's Annual Schedule and the combined Energy Content of the Unloadings performed over the course of Month M, multiplied by the Unloaded Quantity Rate.

Upon express request of the Shipper, Pooling credit of the Shipper for a given Month M can be increased by all or part of the Number of Contractual Unloadings and all or part of the Contractual Unloaded Quantity that are credited to the Shipper's Subscription Account by no later than the twentieth (20) calendar day Month M-2.

For every Month M, the Pooling price (PP) shall be equal to the greater of:

- the difference between the price applied to the subscription without Pooling (S) and an amount proportional to the Pooling credit used by the Shipper over the Month (C), the ratio of which is set at 0.9;
- the Number of Berthing Rate (TNA),
- 10% of the price of the subscription without Pooling (S).

$$PP = \text{MAX}[(S - 0.9 \times C) ; TNA ; 0.1 \times S]$$

The Shipper shall remain liable for the full payment of its Minimum Payment Obligation for the Terminal where the Shipper holds the initial Subscription that generated the Pooling credit.

30.13 PRICE OF CARGO SHARING

For every Month M, the price for Cargo Sharing in respect of the price proportional to the Unloaded Quantity (PQD_{m-PC}), applicable to each Shipper concerned, shall be equal to the product of:

- the share of said Shipper as previously agreed between the parties (%PC), and
- the maximum of the Contractual Unloaded Quantity (QDC_{m-PC}) and the Unloaded Quantities by each Shipper concerned (QD_{m-PC}) for the Unloading, and
- the Unloaded Quantity Rate (TQD).

$$PQD_{m-PC} = \%PC \times \text{MAX}(QDC_{m-PC} ; QD_{m-PC}) \times TQD \text{ Euros}$$

For every Month M, the price for Cargo Sharing in respect of the price proportional to the Number of Unloadings (PND_{m-PC}), applicable to each Shipper concerned, shall be equal to the Number of Berthing Rate (TNA) divided by the number of Shipper concerned (n):

$$PND_{m-PC} = TNA / n \text{ Euros}$$

31 PRICES OF SPECIFIC SERVICES

The tariffs for these additional services offered by the Operator are detailed in a catalogue of services published on the Operator's website.

32 OTHER TARIFF MEASURES

32.1 GAS RESTITUTION

The Operator shall draw up an annual balance statement of the use of Gas Offtake covering the period P from 6 a.m. on the first (1st) of December of Year N-1 to 6 a.m. on the first (1st) of December of Year N.

If a surplus is recorded, the Operator shall calculate, based on the surplus recorded at the Terminal, a quantity Re to be returned to the Shipper in proportion to the Quantities Unloaded by this Shipper over the period P in relation to the combined Quantities Unloaded at the Terminal by all Shippers over period P.

Gas Restitution shall give rise to reciprocal invoicing, for identical amounts, between the Shipper and the Operator, as per Article 33.

Over the course of the period in question, the value of the restitution quantity Re shall be equal to the returnable amount multiplied by the average PREF prices for all Months in this period, as defined in Article 30.2, weighted using the combined Quantities Unloaded at the Terminal by all Shippers for each Month.

If this Shipper has a Contract in force over all or part of period P+1, the Operator shall perform the Gas Restitution by increasing the Shipper's Inventory Level on the Date of the First Unloading following the drawing up of the balance statement. If no Unloading is performed over the period P+1, the Shipper shall lose all rights to restitution for period P. The quantity in question shall then be incorporated into the overall Gas Restitution volume for period P+1.

If the Shipper does not have a Contract in force over all or part of period P+1, the Operator shall notify the Shipper of the returnable quantity Re . The Shipper may request, within the two (2) months following this notification, either that this returnable quantity be made available at the PITTM for removal on a date and according to a schedule agreed with the Operator, or that LNG Inventory equal to the returnable quantity be transferred to another shipper with a valid contract, in which case, and if this shipper submits a corresponding LNG Inventory Transfer request, the Operator shall do its utmost to approve this.

If after two (2) Months following the Gas Restitution calculation the Shipper has not notified the Operator of its choice regarding the restitution procedures, the Shipper shall lose all rights to restitution over period P. The Shipper's returnable quantity for period P shall then be incorporated into the overall Gas Restitution volume for period P+1.

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

Should it arise that the total quantity of Gas Offtake for all Shippers is unable to cover the Terminal's consumption, the deficit for period P shall be carried over to period P+1.

32.2 MANAGING SEND-OUT SUSPENSION OWING TO A LACK OF LNG

If under the Monthly Schedule or in connection with an intra-monthly rescheduling a low level of Cargo is expected in Month M over a period long enough to require a Terminal Send-Out lower than the minimum rate allowing full reincorporation of evaporations and in the event of Compressor unavailability, the Operator shall notify all Shippers of the start and expected end date of said period. In the event of a critical lack of LNG, the Operator may decide to suspend Terminal Send-Out to save LNG.

Throughout this period, any quantities of flared gas estimated for the following Month shall be allocated to the Shipper in proportion to a supply deficit determined as the difference, for each Shipper, between a threshold of fifty percent (50%) of the Energy Content of Unloadings scheduled during the Annual Schedule as notified on the fifteenth (15th) of December the previous Year, and the Quantities Unloaded minus the Quantities Reloaded over the course of the Months M-1 and M. These quantities of flared gas will be deducted from the Shipper's Inventory Level.

If the Operator has not notified the Shipper in advance, the flaring shall be considered normal self-consumption covered by Gas Offtake, except as provided for by Article 7.

In the event of a continued lack of Unloadings jeopardising the Operator's inventory and the cooling of the Terminal, or the ability to send out LNG on the Transmission System (ageing), the Operator shall inform the CRE and Terminal Users as quickly as possible and shall, following consultation, take the required action.

33 INVOICING AND PAYMENT METHODS

The Operator shall send the invoice for a given Month M to the Shipper at the end of said Month. It shall include:

- the price proportional to the Unloaded Quantity referred to in Article 30.3 (PQD_m) or the amount of the Shipper's minimum payment obligation associated with the Contractual Unloaded Quantity for Month M as per Article 30.3 insofar as its value is greater than the PQD_m;
- the price proportional to the Number of Unloadings referred to in Article 30.4 (PND_m) or the amount of the Shipper's minimum payment obligation associated with the Number of Contractual Unloadings for Month M as per Article 30.4 insofar as its value is greater than the PND_m;
- the price proportional to the variable energy charges as per Article 30.5 (PVE_m) ;
- the price proportional to the Reloaded Quantity as per Article 30.6 (PQR_m);
- the price proportional to the Number of Reloadings as per Article 30.7 (PNR_m);
- the price corresponding to the Gas Offtake value as per Article 30.2 (PPG_m);
- where applicable, the price of LNG Inventory Transfer as per Article 30.8 (PTS_m);
- where applicable, the price for the Monthly Send-out Option as per Article 30.9 (PEM);
- where applicable, the price of the Inventory Extension Option as per Article 30.10 (PPI);
- where applicable, the price for allocating a Monthly Storage Space as per Article 30.11 (PES);
- where applicable, the price for using the Pooling as per Article 30.12 (PP);
- where applicable, the price for Cargo Sharing as per Article 30.13 (PQD_{m-PC} et PND_{m-PC});
- where applicable, the price corresponding to the valuation of the flared gas in accordance with Articles 7.3 and 32.2;
- where applicable, the expenses incurred by the Operator when correcting the Wobbe Index and/or the GHV for a Cargo with characteristics that do not comply with the specifications defined in Article 8.1;
- where applicable, the costs, charges and operating losses incurred by the Operator as a result of the Shipper occupying a Terminal berth for a period longer than the Normative Laytime;

ELENGY DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

- where applicable, the interest due under Article 29.1;
- the taxes and withholdings applicable under the conditions of Article 19.1;
- where applicable, the credit note corresponding to the value of the Gas Restitution under Article 32.1.

Alongside the invoice for Month M, the Operator shall send a balance statement summarising:

- the Quantities Transferred;
- the Gas Offtake performed;
- the Quantities of LNG Inventory Transfers delivered and received;
- the Daily Send-Out for the Month;
- the Shipper's daily Inventory Level.

The amount of the minimum payment obligation determined pursuant to Article 30.1.1 shall be incorporated, where necessary, into the monthly invoice for the last Month of the Invoicing Period.

At the same time, the Shipper shall send to the Operator, at the start of Month M+1, an invoice corresponding to the Gas Offtake, calculated using the same method as that set by the Operator as per Article 30.2.

Where appropriate, the Shipper shall send to the Operator, at the start of the Month following the Month in question, a credit note corresponding to Gas Restitution, calculated using the same method as that set by the Operator as per Article 32.1.

Where appropriate, the Operator shall send the Shipper any invoices relating to Specific Services. These invoices shall be issued on a case-by-case basis and may be separate from the monthly invoice for the Month during which said Ancillary Services were provided.

The invoice may be drawn up based on provisional data. In this case, the invoice drawn up based on definitive data shall, if possible, be sent by the Operator to the Shipper within sixty (60) days of the end of the Month in question.

The invoice for a given Month must be paid by the thirtieth (30th) day of the following Month or the twentieth (20th) calendar day following the date of issue if the second date is later. Invoices for an Ancillary Service must be paid by the twentieth (20th) calendar day following the date of issue. If the date thus determined is not a banking day in the country in which the Shipper's banking establishment indicated in the Specific Conditions is located, the date on which payment is due shall be deferred to the first (1st) subsequent banking day.

No discount shall be granted in the event of early payment.

A payment shall be deemed to have been made when the Operator's bank account has been credited with the full amount invoiced.

In the event of late payment of all or part of an invoice, the sums due shall accrue interest by application of a rate equivalent to three (3) times the legal interest rate in force on the date of issue of the invoice, calculated over the exact number of days between the date on which the payment was due and the actual date of payment. Furthermore, the Shipper shall automatically be liable to pay a fixed recovery fee of forty (40) euros from the first (1st) day of late payment.

The Shipper shall have sixty (60) calendar days as of receipt of the invoice in which to contest the amount thereof. After this point, the invoice shall be considered as accepted. Should the Shipper contest all or part of the amount of an invoice, it must nevertheless pay the entire amount under the conditions provided for above, unless the Operator has made a clear error.

All adjustments to a contested invoice, unless the Operator has made a clear error, shall accrue interest by application of the one-month, inter-bank rate offered in the eurozone (Euribor 1 month) for the last Month of the calendar quarter prior to the month in which the invoice was issued, calculated over the exact number of days between the date on which payment was due and the actual date of payment.