

**LETTER AGREEMENT TO THE ACCESS CONTRACT TO
FOS CAVAOU LNG TERMINAL REFERENCED FCXXXX**
English translation for information

Between

FOSMAX LNG, Fosmax LNG, a Simplified Joint Stock Company with capital of 48,356,960 euros, with its head office located at 11 avenue Michel Ricard, 92270 BOIS-COLOMBES, entered in the Nanterre Trade and Companies Register under number 440 117 653, represented by Mr Christophe THIL 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 hand.

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

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

WHEREAS:

The Shipper and the Operator have entered into a contract providing access to the Fos Cavaou LNG terminal, referenced FCxxxx, dated jj mm aaaa, more recently amended by Amendment n°X dated jj mm aaaa (hereinafter the "**Contract**").

Following the discussions within the framework of the LNG Consultation and the next tariff for the use of regulated LNG terminals applicable from the first (1st) of April 2025 (ATTM7), the methodology for sharing the send-out between Shippers has been modified. The Shippers wished these provisions to apply in advance from the first (1st) of January 2025. Under these conditions, the Parties have agreed to conclude this Letter Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

Article 1

The term « Uniform Send-out Option » is replaced by « Monthly Send-out Option » in all the Contract.

Article 2

Appendix 2 is modified as follows :

The Parties agree to delete and replace the following definition in article 1 of Appendix 2 :

« **Uniform Send-Out Option:** Option accessible to any Shipper, in accordance with paragraph 6.2 of the General Terms and Conditions allowing constant send-out for a period from twenty (20) to forty (40) Days, in accordance with Appendix 6.»

By :

« **Monthly Send-out Option** : option available to any Shipper, in accordance with paragraph 6.2 of the General Terms and Conditions and Appendix 6 and allowing, subject to the stipulations of paragraph 6.2, a constant send-out of all or part of the Shipper's Reference Send-Out for a given month. »

The Parties agree to delete and replace paragraph 6.2 of Appendix 2 :

« **6.2 Uniform Send-out Option**

The Operator allocates a Uniform Send-Out Option to Shippers who request it, on a "first come, first served" basis.

The Shipper may not subscribe to a Uniform Send-Out Option plus one Unloading per month or to an annual quantity higher than 12 TWh. In the event that the sum of the Quantities Unloaded or issued as a Uniform Send-Out Option in a given Month is greater than twenty per cent (20%) of the total monthly regasification capacity of the Terminal, the Operator may refuse the request for a Uniform Send-Out Option from the Shipper.

The request from the Shipper should also specify the duration of the Uniform Send-Out Option, which will be a whole number between twenty (20) and forty (40) Days. The Operator shall determine the characteristics of the Shipper's Uniform Send-Out Option, taking into account the technical possibilities of the Terminal for the Month concerned. The Send-Out is defined in Appendix 6, article 3.

A SMART Shipper can request subscription to the Uniform Send-Out Option for a Cargo after publication of the Annual Unloading Schedule for the calendar year concerned and until the Monthly Schedule Request for the Unloading Month concerned.

A SPOT Shipper can request subscription to the Uniform Send-Out Option for the quantities still to be sent out in the Month after the Month of its Unloading Date. This request can be made until the Monthly Schedule Request for the Month after the Month of its Unloading Date. »

By :

« **6.2 Monthly Send-out Option**

A Shipper having subscribed to the SMART service may ask to subscribe to the Monthly Send-Out Option for Month M when making its Monthly Schedule Request for months M-2 and M-1.

A Shipper having subscribed to the SPOT service may request to subscribe to the Monthly Send-Out Option for the quantities remaining to be sent out the Month following the Month of its Unloading date. This request may be made up until the Monthly Schedule Request for the Month following the Month of its Unloading Date.

The Shipper may not subscribe to the Monthly Send-Out Option for more than one thousand one hundred (1,100) GWh per month, nor a quantity greater than its Reference Send-Out for the month of subscription. The sum of the quantities issued under the Monthly Send-Out Option for a given Month may not exceed twenty per cent (20%) of the Terminal's total monthly regasification capacity for the said Month.

The Operator allocates the Monthly Send-Out Options for Month M consecutively when notifying the Monthly Schedules for M-2 and M-1, in compliance with the constraints defined above. In the event of excess demand, the Operator allocates Monthly Send-Out Options as a prorata of the requests received.

If, after notification of the Monthly Schedule for Month M-2, quantities remain available under the Monthly Send-Out Option for Month M, they can be accessed as part of the preparation of the Monthly Schedule for M-1.

If, after notification of the Monthly Schedule for Month M-1, quantities remain available under the Monthly Send-Out Option for Month M, they are allocated on a 'first come, first served' basis.

The Operator determines the characteristics of the Shipper's Monthly Send-Out Option, taking into account the technical possibilities of the Terminal for the Month concerned. Until notification of the Monthly Schedule, the Operator may modify the daily quantities issued under the Monthly Send-Out Option if technical constraints (e.g. reaching a send-out rate that does not allow all the Monthly Send-Out Options to be served) or contractual constraints (e.g. exceeding the Overdraft Authorisation) make this necessary. »

The Parties agree to delete and replace the last paragraph of **Article 28-Assignments**:

"On the effective date of the assignment, the assignee shall fully substitute itself for the assignor for all its rights and obligations subject to the assignment, and for the duration of the assignment under the Contract."

By :

"On the effective date of the assignment, the assignee fully substitutes the assignor for all its rights and obligations subject to the assignment, and for the duration of the assignment under the Contract, with the exception, where applicable, of the provisions of paragraph 3.2.2 of Appendix 7."

Article 3

Annex 5 of the Contract is modified as follows :

The « **Uniform Send-Out Option Rate (TB)** » is replaced by « **Monthly Send-Out Option Rate (TEM)** ».

The Parties agree to delete and replace paragraph 2.3 of Appendix 5 :

- « **2.3 - Uniform Send-Out Option minimum payment obligation :**

The minimum payment obligation relating to the Uniform Send-Out Option for a given month is equal to:

$$\circ \quad PQB_{PM} = QB_{PM} * TB \text{ euros}$$

The TB rate taken into account is the one in use for the given Month.

The QB quantity is the maximum of the following two (2) quantities:

- the quantity programmed by the Operator on subscription to the Uniform Send-Out Option by the Shipper
- the quantity programmed by the Operator on notification of the Shipper's Monthly Schedule. »

By :

- « **2.3 - Monthly Send-Out Option minimum payment obligation :**

The minimum payment obligation relating to the Monthly Send-Out Option for a given month is equal to:

$$\circ \quad PQEM_{PM} = QEM_{PM} * TEM \text{ euros}$$

The TEM rate taken into account is the one in use for the given Month. The Parties take note that the Term of the Monthly Send-Out Option (TEM) will be set by the tariff deliberation of the Commission de

Régulation de l'Energie providing for its application from 01/04/25. The Parties agree that, from 01/01/25 to 31/03/25, the Term of the Monthly Send-Out Option will be identical to the Term of the Uniform Option (i.e. 0.07€/MWh).

The QEM_{PM} quantity is the maximum of the following two (2) quantities:

- the quantity programmed by the Operator on subscription to the Monthly Send-Out Option by the Shipper
- the quantity programmed by the Operator on notification of the Shipper's Monthly Schedule.»

The Parties agree to delete and replace paragraph 3.10 of Appendix 5 :

- « **3.10 – Uniform Send-out Option**

For each Month M during which the Shipper is allocated the Uniform Send-Out Option, the price of the Uniform Send-Out Option, PQB_M , is equal to the product of the TB rate of the Uniform Send-Out Option by the quantity QB_M that is the subject of the Uniform Send-Out Option.

- $PQB_M = QB_M * TB$ euros

The price used will be the maximum between the Shipper's minimum payment obligation (PQB_{PM}) and the price calculated above (PQB_M).»

By :

- « **3.10 – Monthly Send-out Option**

For each Month M during which the Shipper is allocated the Monthly Send-Out Option, the price of the Monthly Send-Out Option, $PQEM_M$, is equal to the product of the TEM rate of the Monthly Send-Out Option by the quantity QEM_M that is the subject of the Monthly Send-Out Option.

- $PQEM_M = QEM_M * TEM$ euros

The price used will be the maximum between the Shipper's minimum payment obligation ($PQEM_{PM}$) and the price calculated above ($PQEM_M$). »

The Parties take note that the Term of the Monthly Send-Out Option (TEM) will be set by the tariff deliberation of the Commission de Régulation de l'Energie providing for its application from 01/04/25. The Parties agree that, from 01/01/25 to 31/03/25, the Term of the Monthly Send-Out Option will be identical to the Term of the Uniform Option (i.e. 0.07€/MWh).

Article 4

Appendix 6 of the Contract is modified as follows :

The Parties agree to delete and replace paragraph 1.3 of Appendix 6 :

« **1.3 - Reference Send-Out of the Shipper sent-out according to the SMART rules :**

The Reference Send-Out for all of the Shippers that are sent-out according to the SMART rules for a Month M shall be allocated among them proportionally using a Send-Out Ratio.

The Reference Send-Out of a Shipper that is sent-out according to the SMART rules shall be zero when the Reference Shared Stock Level is equal to the Overdraft Authorisation.

Send-Out Ratio of the Shipper sent-out according to the SMART rules:

The Send-Out Ratio of a Shipper sent-out according to the SMART rules is defined for Month M as being the ratio between:

- the sum of the quantities scheduled for Unloading by the Shipper in month M, after deduction of the quantities scheduled under the Uniform Send-Out Option and for Reloading, plus the variation of LNG Stock Transfer quantity, the variation of energy quantity received from/transferred to the Dedicated Storage Space and the difference between its Reference Shared Stock Level at the start and the end of Month M, on the one hand, and
- the sum of the quantities scheduled by all Shippers sent-out according to the SMART rules in month M, after deduction of the quantities scheduled under the Uniform Send-Out Option and for Reloading, plus the difference between its Reference Shared Stock Level at the start and the end of Month M, on the other hand.

Reference Shared Stock Level of the Shipper that has subscribed to SMART at the start and end of Month M:

The Operator shall use the best estimate of the Shared Stock Level of the Shipper sent-out according to the SMART rules at the end of Month M-1, without taking into account the Shared Stock Level related to quantity scheduled under the Uniform Send-Out Option in order to determine the Reference Stock Level at the start of Month M.

The Reference Shared Stock Level at the end of Month M is defined as follows:

$$QD * ETA_{M+1} / (ETA_{M+1} + NJ_M - ETA_M)$$

Where:

- QD = Quantity Unloaded from the last Unloading in M,
- ETA_M last Vessel date Months M, the date is expressed as a number dd in the format dd/mm/yyyy
- ETA_{M+1} first Vessel date Month M+1, the date is expressed as a number dd in the format dd/mm/yyyy
- NJ_M number of Days in Month M.

The values of QD and ETA_M come from the Shipper's Monthly Schedule Request and the value of ETA_{M+1} comes from the Shipper's Annual Schedule.

If no Unloading has been scheduled by the Shipper for Month M, then the value of the Reference Shared Stock Level at the end of Month M shall be equal to zero (0).

If no Unloading has been scheduled by the Shipper for Month M+1, then the value of ETA_{M+1} is equal to the number of Days in Month M+1.

Reference Shared Stock Level at the end of Month M for the Shipper having subscribed to SMART and under the Inventory Extension Option :

As an exception to the above, the Shipper's Reference Shared Stock Level at the end of Month M under the Inventory Extension Option cannot be superior to the most constraining of the following conditions :

- The difference between its Shared Stock Level on the 1st day of Month M and the balance between its Unloadings and Reloadings scheduled on Month M ;
- The truck-loading and/or the micro-methane vessels loading capacity subscribed for the Month M+1, netted by the Unloadings scheduled in the Annual Schedule of this same Month M+1
- The total volume available in the Terminal for the Inventory Extension Option.

By :

« 1.3 - Reference Send-Out of the Shipper sent-out according to the SMART rules :

The Reference Send-Out for all of the Shippers that are sent-out according to the SMART rules for a Month M is allocated proportionally between them using a Send-Out Ratio.

The Reference Send-Out of a Shipper that is sent-out according to the SMART rules is zero when its Reference Shared Stock Level is equal to its Overdraft Authorisation.

Send-Out Ratio of the Shipper sent-out according to the SMART rules:

The Send-Out Ratio of a Shipper sent-out according to the SMART rules is defined for Month M as being the ratio between:

- the sum of its Reference Shared Stock Level at the start of the Month M and the quantities scheduled for Unloading by the Shipper in Month M, after deduction of the quantities scheduled for Reloading, plus the variation of LNG Stock Transfer quantity and the variation of energy quantity received from/transferred to the Dedicated Storage Space diminished by its Reference Shared Stock Level at the end of Month M, on the one hand, and
- the sum of their Reference Shared Stock Level at the start of the Month M and the quantities scheduled by all Shippers sent-out according to the SMART rules in Month M, after deduction of the quantities scheduled for Reloading, plus the variation of all LNG Stock Transfer Quantities and the variation of energy quantity received from/transferred to the Dedicated Storage Spaces diminished by their Reference Shared Stock Level at the end of Month M, on the other hand.

Reference Shared Stock Level of the Shipper that has subscribed to SMART at the start and end of Month M:

The Operator uses the best estimate of the Shared Stock Level of the Shipper sent-out according to the SMART rules at the end of Month M-1 to establish the Reference Stock Level at the beginning of Month M.

The Reference Shared Stock Level at the end of Month M is defined as the sum of the contribution to this stock of the Energy Content of each Unloading of the Shipper scheduled over the last 12 days of the month, according to the Window of Arrival of the said Unloading.

For the sole purpose of calculating the Reference Shared Stock Level at the end of the month, each scheduled Unloading is considered to have been issued on a linear basis. Thus, the contribution of an Unloading to the Reference Shared Stock Level at the end of the month is equal to :

J_D being the last day of the month :

- $11/12^{th}$ of the Energy Content of an Unloading scheduled on the last day of the month, i.e. J_D
- $10/12^{th}$ of the Energy Content of an Unloading scheduled on the day preceding J_D , i.e. $J_D - 1$
- $9/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 2$
- $8/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 3$
- $7/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 4$
- $6/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 5$
- $5/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 6$
- $4/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 7$
- $3/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 8$
- $2/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 9$
- $1/12^{th}$ of the Energy Content of an Unloading scheduled on $J_D - 10$

If no Unloading is scheduled by the Shipper for Month M or if all the Unloadings are scheduled before day J_D -10, then the value of the Reference Shared Stock Level at the end of Month M is equal to zero (0).

Reference Shared Stock Level at the end of Month M for the Shipper having subscribed to SMART and under the Inventory Extension Option :

As an exception to the above, the Shipper's Reference Shared Stock Level at the end of Month M under the Inventory Extension Option cannot be superior to the most constraining of the following conditions :

- The difference between its Shared Stock Level on the 1st day of Month M and the balance between its Unloadings and Reloadings scheduled on Month M ;
- The truck-loading and/or the micro-methane vessels loading capacity subscribed for the Month M+1, netted by the Unloadings scheduled in the Annual Schedule of this same Month M+1
- The total volume available in the Terminal for the Inventory Extension Option. »

The Parties agree to delete and replace paragraph 1.4 of Appendix 6 :

« 1.4 – Start of Reference Send-Out of the Shipper sent-out according to the SMART rules :

By default, the Reference Send-Out of the Shipper will take place on the first day of Month M. However, if the Shipper has an Overdraft Authorisation for less than 300 GWh, and if its Send-Out Ratio in Month M-1 is zero, it shall be sent-out from the Day after its Window of Arrival. In this case, the Operator has the possibility, in order to minimise the impacts on the Send-Out of other Shippers, to bring forward the start of the Reference Send-Out by two (2) Days. »

By :

« 1.4 – Start of Reference Send-Out of the Shipper sent-out according to the SMART rules :

The Reference Send-Out of the Shipper starts on the first day of Month M. »

The Parties agree to delete and replace paragraph 3.1 of Appendix 6 :

« 3.1 – Reference Send-Out of the Uniform Send-Out Option of the Shipper

The Operator shall define the Reference Send-Out of the Uniform Send-Out Option of the Shipper as being equal for each Day to one nth of the quantity subscribed to in the Uniform Send-Out Option after the Send-Out volume defined in paragraph 12.5 of the General Terms and Conditions, (n) being the term of the Uniform Send-Out Option, expressed in Days, defined as between 20 and 40 Days and appearing in article 3 of the Specific Conditions.

By :

« 3.1 – Reference Send-Out of the Monthly Send-Out Option of the Shipper

The Operator defines the Reference Send-Out of the Monthly Send-Out Option of the Shipper as being equal for each Day to one nth of the quantity subscribed under in the Monthly Send-Out Option after deduction of gas-in-kind defined in paragraph 12.5 of the General Terms and Conditions, (n) being the duration of the month, expressed in Days, subject to the stipulations of paragraphe 6.2 of Appendix 2.

The Parties agree to delete and replace paragraph 3.2 of Appendix 6 :

« 3.2 – Start of the Reference Send-Out of the Uniform Send-Out Option

In the case of a SMART Shipper, the Reference Send-Out of the Uniform Send-Out Option starts from the Day after its Window of Arrival.

In the case of a SPOT Shipper, the Reference Send-Out of the Uniform Send-Out Option starts from the first Day of the Month after the Month of its Unloading date.

By :

« **3.2 - Start of the Reference Send-Out of the Monthly Send-Out Option**

The Reference Send-Out of the Monthly Send-Out Option starts from the first Day of the month.

In the case of a SMART Shipper, the Reference Send-Out for the Monthly Send-Out Option begins on the first day of the Month in which its Window of Arrival falls.

In the case of a SPOT Shipper, the Reference Send-Out of the Monthly Send-Out Option begins on the first Day of the Month following that of its Unloading date.

Paragraph 4.2 of Appendix 6 is deleted.

Article 5

Appendix 7 of the Contract is modified as follows :

The Parties agree to delete and replace paragraph 3.1 of Appendix 7 :

« **3.1 – 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 Overdraft Authorisation of a Shipper that has subscribed to SPOT shall be zero.

The Overdraft Authorisation of a Shipper that has subscribed to SMART shall correspond to a quantity of gas equal to the smallest value between:

- 1/30 of the Contractual Unloaded Quantity (QDC) and
- 1,200 GWh.

Thus, the Shipper's Shared Stock Level may be negative, within the limit of the Overdraft Authorisation.

In the case of a Shipper that has subscribed to the SMART service and for which calculation of the Overdraft Authorisation would give a value of less than 300 GWh, the Shipper shall have the possibility of refusing to benefit from the Overdraft Authorisation. Its Overdraft Authorisation shall therefore be zero. This information is duly stated in Appendix 1 of the Specific Conditions. »

By :

« **3. 1 – Overdraft Authorisation**

The Shipper authorises the Operator to schedule its Send-Outs within the limit of the Overdraft Authorisation it holds.

The Overdraft Authorisation of a Shipper that has subscribed to SPOT is null and void.

The Overdraft Authorisation of a Shipper that has subscribed to SMART corresponds to a quantity of gas equal to the smallest value between:

- For the Month of the Annual Schedule for which the Shipper's Contractual Unloaded Quantity (QDC) is maximum : the sum of sixty percent (60%) of the largest Unloading of that Month and thirty percent (30%) of the Energy Content of all the other Unloadings of that Month and
- 1,400 GWh.

Thus, the Shipper's Shared Stock Level may be negative, within the limit of the Overdraft Authorisation. »

The Parties agree to delete and replace the third alinea of paragraph 3.2.1 of Appendix 7 :

« The amount of the Shipper's Negative Stock and Offsetting Guarantee shall be calculated by the Operator, in October each year for Shippers that have subscribed to SMART, by applying to the Overdraft Authorisation, plus seven hundred thousand (700,000) MWh, a price equal to the higher of these values, expressed in EURO/MWh, for the calendar year preceding the period in question, EEX Gas Futures Monthly Index prices published by EEX for the PEG. »

By :

«For Year N, the amount of the Shipper's Negative Stock and Offsetting Guarantee is calculated by the Operator, in December of each year N-1 for Shippers having taken part in drawing up the Annual Schedule for Year N, or before each Invoicing Period for other Shippers, by applying to the Overdraft Authorisation, a price equal to the average of the values, expressed in EURO/MWh, over the calendar year N-1, of the EEX Gas Futures Monthly Index prices published by EEX for the PEG, increased by ten percent (10%).»

The Parties agree to delete and replace paragraph 3.2.2 of Appendix 7 :

« **3.2.2 – Derogations** »

By way of derogation to the rule provided for in paragraph 3.2.1 of this Appendix, the Shipper does not have to provide the Negative Stock and Offsetting Guarantee when, and for as long as :

- the Shipper benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poors) or A3 (Moody's), or
- all Shippers with an Overdraft Authorisation as per Article 3.1 greater than three hundred (300) GWh have expressly dispensed the Shipper from it.

By way of derogation to the rule provided for in paragraph 3.2.1 of this Appendix, the Shipper that cannot benefit from the derogation provided for in the paragraph above but that is part of a group for which the Parent Company is a company that

- has its registered office in an OECD country and that benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poors) or A3 (Moody's)
- has its registered office in a non-OECD country and that benefits from a long-term credit rating that is equal to or higher than AA- (Standard & Poors) or Aa3 (Moody's)

can, for as long as the condition concerning the level of its rating is met, provide, as a Negative Stock and Offsetting Guarantee, a first-demand guarantee issued by the Parent Company covering the obligations of the Shipper to the amount of the Negative Stock and Offsetting Guarantee referred to in paragraph 3.2 of this Appendix.

Where any one of the conditions to which the above derogations are subject are not met, the provisions provided for in paragraph 3.2.1 shall once again apply and the Shipper must comply with these provisions within one (1) month from the event in question. »

By :

« 3.2.2 – Derogations

By derogation to the rule provided for in paragraph 3.2.1 of this Appendix, the Shipper does not have to provide the Negative Stock and Offsetting Guarantee when, and for as long as :

- the Shipper benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poors) or A3 (Moody's), or
- or a Shipper who has taken part in drawing up the Annual Schedule for Year N: all the Shippers who have taken part in drawing up the same Annual Schedule have expressly exempted the Shipper.
- In the event of an assignment in accordance with article 28 of the General Terms and Conditions, the assignor may, subject to agreement between the assignor, the assignee and the Operator, guarantee the assignee under the Negative Stock and Offsetting Guarantee. If the assignee's Reference Shared Stock Level becomes negative and all remedies under paragraph 3.3 and article 4 of this Appendix have failed, the assignor shall be obliged to absorb the assignee's residual negative Reference Shared Stock Level linked to the said assignment. The operator therefore reserves the right to apply the provisions of paragraph 3.3 and article 4 of this Appendix to the assignor.
- By derogation to the rule provided for in paragraph 3.2.1 of this Appendix, the Shipper that cannot benefit from the derogation provided for in the paragraph above but who belongs
- a group whose Parent Company is a company whose registered office is in an OECD country and which has a long-term credit rating equal to or higher than A- (Standard & Poors) or A3 (Moody's)
- or to a group whose Parent Company is a company headquartered outside the OECD with a long-term credit rating equal to or higher than AA- (Standard & Poors) or Aa3 (Moody's).

can, for as long as the condition concerning the level of its rating is met, provide, as a Negative Stock and Offsetting Guarantee, a first-demand guarantee issued by the Parent Company covering the obligations of the Shipper to the amount of the Negative Stock and Offsetting Guarantee referred to in paragraph 3.2.1 of this Appendix.

By derogation to the rule provided for in paragraph 3.2.1 of this Appendix, for Shippers who have subscribed after the Annual Schedule has been established, the amount of the Negative Stock and Offsetting Guarantee is calculated according to the scheduled Windows of Arrival and using the highest negative Shared Stock Level of the Year or of the Invoicing Period. In this case, the amount of the Negative Stock and Offsetting Guarantee for Year N will be recalculated in the event of reprogramming that causes the amount of the said Guarantee to vary by more than 20%.

Where any one of the conditions to which the above derogations are subject are not met, the provisions provided for in paragraph 3.2.1 shall once again apply and the Shipper must comply with these provisions within one (1) month from the event in question.»

The Parties agree to delete and replace paragraph 3.3 of Appendix 7 :

« 3.3 – Implementation of the Negative Stock and Offsetting Guarantee by the Operator

The Operator shall implement all or part of the Negative Stock and Offsetting Guarantee of the Shipper for which the Shared Stock Level is negative when the Contract has ended for any reason whatsoever.

Furthermore, when the Shipper's Shared Stock Level becomes negative, the Shipper shall have three (3) Months from the 1st day of the Month following the date when the Shared Stock Level is negative for it to become positive again. Otherwise, the Operator, depending on the case, shall:

- Implement all or part of the Negative Stock and Offsetting Guarantee of the Shipper, or
- Immediately issue an injunction for the Shipper to pay a sum for an amount covering the gas deficit

making it possible for it to make its Shared Stock Level positive again.

The amount of the Negative Stock and Offsetting Guarantee or the one called in by the Operator under this injunction shall be calculated by the Operator by multiplying the Negative Stock and Offsetting Guarantee on the Day when the negative Shared Stock Level has not changed, by the EEX Gas Futures Monthly Index price published by EEX for the PEG for the month in which the negative Shared Stock Level has no longer changed.

Following an injunction, the Shipper shall undertake to credit the bank account of the Operator within eight (8) days from the sending of the above-mentioned injunction to pay by the Operator. For each day of delay, the Shipper shall be liable for a penalty equal to three (3) times the legal interest rate in effect on the date of issue of the invoice, calculated on the exact number of days that have passed between the date on which the payment is due and the effective payment date applied to the sum requested. The Shipper shall also be liable to pay a fixed recovery indemnity of forty euros excluding taxes.

The Shipper shall authorise the Operator to use this sum to compensate the other Shippers. »

By :

« 3.3 – Implementation of the Negative Stock and Offsetting Guarantee by the Operator

The Operator implements all or part of the Negative Stock and Offsetting Guarantee of the Shipper for which the Shared Stock Level is negative when the Contract has ended for any reason whatsoever.

Furthermore, when the Shipper's Shared Stock Level becomes negative during Month M and when the Shipper:

- (i) had not notified the Operator of a schedule request over the course of Month M+1 at the latest for a quantity that would give the Shipper a positive Shared Stock 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 completely absorbed its overdraft, for example by Transferring LNG Stock to other Shippers, during Month M+2 at the latest,

the Operator, depending on the case:

- Implements all or part of the Negative Stock and Offsetting Guarantee of the Shipper, or
- Immediately instructs the Shipper to pay an amount covering the gas deficit to make its Shared Stock Level positive again.
-

The amount of the Negative Stock and Offsetting Guarantee or the one called in by the Operator under this payment order is calculated by the Operator by multiplying the Shared Stock Level remaining negative by the maximum EEX Gas Futures Monthly Index price published by EEX for the PEG for the Months M, M+1 and M+2, increased by 10%.

Following a payment order, the Shipper undertakes to credit the bank account of the Operator within eight (8) days of the date on which the Operator sends the aforementioned payment order.

For each day of delay, the Shipper is liable for a penalty equal to three (3) times the legal interest rate in force on the date of issue of the invoice, calculated on the basis of the exact number of days that have passed between the date on which the payment is due and the effective payment date applied to the sum requested. The Shipper is also liable to pay a fixed recovery indemnity of forty euros excluding taxes.

The Shipper authorises the Operator to use this sum to compensate other Shippers. »

Article 6

An assignment of all or part of the Subscription under Article 28 of the Contract is conditional upon the assignee's acceptance with the provisions of this Letter Agreement.

Article 7

The present Letter Agreement only modifies the Contract with regard to those provisions which are expressly modified. Consequently, the clauses of the Contract that do not contradict the provisions of this Letter Agreement will continue to apply.

This Letter Agreement comes into force on the date of signature, subject to the enactment of the the French Energy Regulatory Commission's deliberation on the Operator's commercial offer, and will remain in force until March 31, 2025 inclusive, at which date it will automatically terminate, with the new contractual provisions of the ATTM7 tariff coming into force on April 1, 2025.

Made on jj mm 2024.

ELENGY Christophe THIL CCO	
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