

APPENDIX 3

LIQUEFACTION SERVICE BY EQUIVALENCE (BIOGNL)

English translation for information.

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For the interpretation of this Appendix, words or expressions beginning with a capital letter have the meaning given to them in Article 1 of the General Terms and Conditions of the Contract.

The Parties agree to add the following definitions to article 1 of the General Terms and Conditions of the Contract:

Biogas : defined within the meaning of Article L211-2 of the Energy Code.

Biomethane : is defined in accordance with French regulations as either biogas produced from household and similar waste or by the methanation of non-hazardous products or waste in a digester and whose characteristics allow it to be injected into a natural gas network.¹

Guarantee of Origin (or GO):

A Guarantee of Origin, as defined in the RED III directive (2023/2413), is an electronic document that certifies that the energy was produced from renewable sources. It enables gas suppliers to demonstrate the share of renewable energy in their energy mix to end consumers.

Proof of Sustainability (or PoS): refers to a declaration issued by an economic operator on the basis of a certificate issued under a voluntary scheme certifying the compliance of a specific quantity of Biomethane with the sustainability and greenhouse gas emission reduction criteria in accordance with the Reference Regulation. The mechanism of Proof of Sustainability is different from that of guarantees of origin as referred to in the "RED III" Directive, which is not handled by the Operator and is under the sole responsibility of the Client if the latter decides to use it.

Price of the Liquefaction Service by Equivalence ("PSLE"): refers to the price of the service described in point 5 of Appendix 3.

Reference Regulation: refers to the following provisions:

- Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources known as 'RED II' and in particular Articles 25(2) and 29 of Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules for verifying compliance with sustainability and greenhouse gas emission savings criteria and criteria for low indirect land-use change risk
- Directive (EU) 2023/2413 of the European Parliament and of the Council of 18 October 2023 amending Directive (EU) 2018/2001, Regulation (EU) 2018/1999 and Directive 98/70/EC as regards the promotion of energy from renewable sources, and repealing Council Directive (EU) 2015/652, known as 'RED III'.

Liquefaction Service by Equivalence: refers to the obligations of the Parties defined in Appendix 3 in the context of the performance of the service by the Operator at the express request of the Customer and allowing the Customer to obtain from the Operator a Proof of Sustainability associated with a quantity of LNG loaded by the Customer into the LNG truck by the liquefaction of a quantity of Biomethane injected into the interconnected infrastructure within the meaning of the Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules for verifying compliance with sustainability criteria.

Liquefaction Service by Equivalence term ("TSLE"): means the tariff term described in item 5 of Appendix 3.

¹ Article 2 of the Decree of 13 December 2021 setting the conditions for the purchase of biomethane injected into natural gas networks

1 Activation and conditions of implementation of the Liquefaction by Equivalence Service

To benefit from the Liquefaction by Equivalence Service, the Shipper must provide the Terminal Operator with its valid certification and subsequently its renewal as soon as possible, as issued by a certifying body in accordance with the Reference Regulation. The Shipper undertakes to notify the Operator as soon as possible in the event of non-renewal, modification, suspension, or loss of its certification. Likewise, the Operator undertakes to notify the Shipper as soon as possible in the event of non-renewal, modification, suspension, or loss of its certification.

2 "Incoming" Proof of Sustainability (PoS)

No later than the 15th of Month M+1 (for Loadings in Month M), the Shipper shall provide the Operator with the Biomethane Proofs of Sustainability in the format required by the certification body, referred to as "incoming POS," in which the Biomethane production month indicated in the Proof of Sustainability must be prior to or equal to the Loading Month and must notably mention the Terminal address.

The Operator may only accept an incoming Proof of Sustainability if:

- it is complete, valid, and compliant with the requirements of Directive RED III and the rules published on the ISCC certification body's website at the time of the operation. If it does not meet these requirements, the Operator may reject the Proof of Sustainability after requesting written explanations from the Shipper and the latter has not responded within two (2) business days or has not provided a satisfactory response; and
- it is transmitted to the Operator in due time; and
- the Shipper's certification, issued by an accredited certification body in accordance with the Reference Regulation, remains valid; and
- the Operator's certification, issued by an accredited certification body in accordance with the Reference Regulation, remains valid.

If Guarantees of Origin are issued in parallel with the incoming Proof of Sustainability, the Shipper undertakes to ensure that these Guarantees of Origin are in no case used for any purpose other than the Liquefaction Service by Equivalence.

3 "Outgoing" Proof of Sustainability

The Operator is responsible for issuing the "outgoing" Proof of Sustainability in the format of the ISCC certification body within ten (10) business days after the Loading operation, or within ten (10) business days after receipt of the incoming POS if the latter is sent after the Loading operation.

The outgoing Proof of Sustainability will be issued by the Operator based on:

- the information provided by the Shipper in the incoming Proof of Sustainability, which will be completed by the Operator with the liquefaction value. If no value has been indicated by the Shipper in the incoming Proof of Sustainability in the "Etd,prod." field or if such value is zero, no Proof of will be issued until an agreement is reached by the Parties. The absence of agreement between the Parties shall suspend the above-mentioned ten (10) business day period without constituting a contractual breach by either Party. If the Parties fail to reach an agreement within a timeframe compatible with the issuance of outgoing Proofs of Sustainability as required by ISCC rules, the outgoing Proofs of Sustainability will not be issued;
- the liquefaction yield and any potential adjustment of the incoming Proof of Sustainability values in accordance with ISCC rules;
- the "Ep" value modified by the Operator to take into account the carbon content of liquefaction, which will be regularly updated in accordance with the ISCC rules contained in the referenced document "ISCC EU 205", paragraph 4.3.5.2. The value of Ep on the date of signature of the Contract corresponds to $Ep_{2025} = 1.4348$ gr;
- the information provided by the Shipper when transmitting the incoming Proof of Sustainability to the Operator, including the "Eu" value and the downstream "Etd,prod" value corresponding to greenhouse gas emissions generated by the maritime transport of LNG from the Terminal to the final consumer, or the elements allowing calculation of these "Eu" and "Etd,prod" values in accordance with ISCC rules. The

Operator reserves the right to reject these values if they appear inconsistent, in which case both Parties will make their best efforts to reach an agreement. No Proof of Sustainability shall be issued until such agreement is reached.

An outgoing Proof of Sustainability will be associated with a unique delivery address ("receiving point").

4 Responsibility for the information indicated in the Proofs of Sustainability and compliance with the rules of the Terminal's certifying body

The Shipper is at all times be solely responsible for the information stated in the incoming Proof of Sustainability, as well as for the information communicated to the Operator and reused in the outgoing Proof of Sustainability. The Shipper remains responsible for such information even if it is incorrect or incomplete and results in the loss of the Operator's certification. In the event of proven and repeated breaches by the Shipper, the Operator reserves the right to temporarily suspend or stop the Liquefaction Service by Equivalence for said Shipper by way of derogation from Article 13 of the General Terms and Conditions, without requiring the occurrence of a Force Majeure event.

The Operator is responsible for the data that it integrates to issue the outgoing Proof of Sustainability and that is not derived from the data transmitted by the by the Shipper.

When entering values to issue the outgoing Proof of Sustainability:

A) In the event of a manifest input or calculation error by the Operator, if the error leads to the cancellation of the Proof of Sustainability, the cost of the corresponding Proof of Sustainability service will be reimbursed by the Operator. The Shipper reserves the right to seek the Operator's liability.

B) If the data is provided by the Shipper and reused as is by the Operator, the Operator s is not responsible for this data, including in the event of cancellation of the Proof of Sustainability or loss of the Shipper's certification. If such data causes the loss of the Operator's certification, the Operator reserves the right to seek the Shipper's liability.

In the event of the Operator's refusal of the incoming Proof of Sustainability in accordance with point 2, or of consequences related to the issuance by the Operator of an outgoing Proof of Sustainability in accordance with point 3, whether or not the data transmitted by the Shipper has been modified by the Operator, the Shipper shall not be entitled to any compensation from the Operator or its insurers. It also guarantees the Operator against any third-party claims or payment of compensation to a third party with whom the Shipper is contractually bound.

Liability for non-material damages of the Parties may only be implemented subject to the provisions of Article 16.2 of the General Terms and Conditions; however, the Parties agree to derogate from the General Terms and Conditions regarding liability for non-material damages related to potential third-party claims. In such case, the cap referred to in Article 16.2.4 will be limited to 100% of the PSLE for all Proofs of Sustainability associated with a single Loading. The Parties expressly agree that the above provisions shall prevail over Articles 16.2.3 and 16.2.4 of the General Terms and Conditions.

A contractual breach by either Party concerning only the Liquefaction Service by Equivalence may result in the partial termination of the Contract for the Liquefaction Service by Equivalence under the conditions set out in Article 22.1 of the General Terms and Conditions. The Operator reserves the right to terminate the service without affecting the continuation of the Small-Scale LNG Carrier Contract. The Shipper is informed that the Operator will strictly comply with the ISCC certification body rules and that any change in these rules or in their interpretation, for example by auditors, may lead to modifications to the Liquefaction Service by Equivalence. The Shipper will not be able to object to changes resulting from a change in the ISCC rules.

By way of exception to Article 13 of the General Terms and Conditions, in the event of loss of the Operator's certification for reasons other than a breach attributable to the Shipper, the Liquefaction Service by Equivalence may be suspended during the period of absence of certification without requiring the occurrence of a Force Majeure event. In such circumstances, the Shipper shall not be entitled to any compensation from the Operator or its insurers for the consequences of an interruption of the Liquefaction Service by Equivalence. The Shipper Client indemnifies the Operator against any third-party claims or payment of indemnity to a third party with whom the Shipper is contractually bound.

The Shipper may not seek the Operator's liability for errors or omissions attributable to the Shipper, even if such errors or omissions result in the loss of the Operator's certification and consequently the Liquefaction by Equivalence Service.

5 Price of the Liquefaction Service by Equivalence (“PSLE”)

The PSLE corresponds to the following price (TSLE0):

€1.70 per MWh

The PSLE applies to the energy content in the incoming PoS.

The PSLE will be revised annually, bearing in mind that the value of $ICHT_{revTS0}$ will be the value of $ICHT_{revTS}$ known on January 31 of the base year (2025).

$$TSLE = TSLE_0 \times (0,65 + 0,35 \times ICHT_{revTS} / ICHT_{revTS_0})$$

$ICHT_{revTS}$ = last representative value of the Index of the "Revised Hourly Cost of Labour for All Employees, under the heading mechanical and electrical industries" or equivalent value, known at the time of the annual revision of the price considered and published by INSEE [INSEE identifier 001565183].

$ICHT_{revTS_0}$ = value of $ICHT_{revTS}$ on 1 January of the year of signature'

The Parties agree that *if the Operator's published price of this service is lower than TLSE, the TLSE will be adjusted to the published price*