

**SMALL-SCALE LNG CARRIER LOADING CONTRACT
FOS CAVAOU TERMINAL**

**PARTICULAR TERMS AND CONDITIONS
MCXXXX01**

English translation for information

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Between :

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

Hereinafter referred to the “**Shipper**”,

And

Elengy Hub & Expertise, SAS with capital of 180 000 €, having its registered office at 11, avenue Michel Ricard, 92270 Bois-Colombes, entered in the Nanterre Trade and Companies Register under number 808 569 693, represented by Mr Christophe THIL in his capacity as Director of Strategy, Development and Sales, duly authorised for the purposes hereof,

Hereinafter referred to the “**Operator**”,

Hereinafter referred to individually or collectively as the "Party(ies)".

In the presence of Fosmax LNG, SAS with capital of 48 356 960 €, having its registered office at 11, avenue Michel Ricard, 92270 BOIS COLOMBES, entered in the Nanterre Trade and Companies Register under number 440 117 653 RCS Nanterre, represented by Mrs Nelly NICOLI in his capacity as President, duly authorised for the purposes hereof,

WHEREAS :

The Shipper guarantees that it is the holder of the ATM Contract referenced FCXXXXXXX, which came into force on XX/XX/XXXX.

This Contract is entered into in the presence of the Terminal Operator, Fosmax LNG, owner of the Terminal facilities which are used and made available to the Operator for the purposes of the Contract.

THEREFORE IT IS AGREED AS FOLLOWS :

1. Designated representatives

Operator's representatives	Shipper's representatives
• Commercial contact : Tatiana PROSKURNINA Key account manager 11 avenue Michel Ricard - TSA 90100 92276 Bois Colombes cedex - France Tel. +33 1 46 52 75 41 sales@elengy.com	• Commercial contact : <i>[to be completed]</i>
• Operational contact : On duty Tel. : +33 1 46 52 34 45 Mobile : +33 6 85 11 28 37 Operations@elengy.com	• Operational contact : <i>[to be completed]</i>
• Back-office and invoicing : Tatiana PROSKURNINA Key account manager 11 avenue Michel Ricard - TSA 90100 92276 Bois Colombes cedex - France Tel. +33 1 46 52 75 41 sales@elengy.com	• Back-office and invoicing: <i>[to be completed]</i>

Operator's bank (for invoicing)					
Ce relevé évite les erreurs ou les retards concernant les opérations au débit (prélèvements,...) ou au crédit (virements de salaire,...) de votre compte. Son utilisation vous garantit le bon enregistrement des opérations qui concernent votre compte. N'hésitez pas à le remettre aux organismes concernés par ces opérations.				Relevé d'Identité Bancaire/IBAN ELENGY HUB ET EXPERTISE 11 AVENUE MICHEL RICARD 92270 BOIS COLOMBES	
RIB	Code Banque (1) 30004	Code Agence (2) 01328	Numéro de compte (3) 00012981806	Clé RIB (4) 04	Votre agence de domiciliation (5) BNP PARIBAS IDF OUEST ENT (01328)
IBAN	FR76 3000 4013 2800 0129 8180 604 (6)			BIC : BNPAFRPPXXX (7)	
(1) Code de BNP Paribas (2) Code de votre agence d'origine (3) Votre numéro de compte (6) International Bank Account Number (4) Ce code renforce la sécurité de vos transactions bancaires (5) Agence BNP Paribas (7) Bank Identifier Code					

VP-0070...08/2002

Shipper's information :

- VAT number :
- Bank information :

2. Entry in force and term of services

- Date of entry in force of the Contract:
- Term of the Contract:

3. Subscription

Year	NCC <i>Number of Contractuel Loadings</i>
20XX	
20XX	

4. Value of tariff terms

Tariff term	Value and unit
TAMM ₀ (Reference Small-Scale LNG Carrier Berthing Term)	€ / berthing
TQCMM ₀ (Reference Small-Scale LNG Carrier Loaded Quantity Term)	€/MWh

For the period from 01/01/2025 to 31/12/2025 :

Tariff term	Value and unit
TAMM (Small-Scale LNG Carrier Berthing Term)	€ / berthing
TQCMM (Small-Scale LNG Carrier Loaded Quantity Term)	€/MWh

5. Minimum payment obligation

Year	Minimum payment obligation
20XX	
20XX	

The amount is calculated on the basis of data valid on the date of signature of the Contract and is revised in accordance with the contractual provisions.

6. Guarantee

- Guarantee amount: XXX euros (Year covered by an Annual or Monthly Programme)
- Amount of the Guarantee: / (for the 4 following Years)

The amount is calculated on the basis of data valid on the date of signature of the Contract and is revised in accordance with the contractual provisions.

In Bois-Colombes,

Operator : Date	Shipper : Date
Terminal operator : Date	

**SMALL-SCALE LNG CARRIER LOADING CONTRACT
FOS CAVAOU TERMINAL

GENERAL TERMS AND CONDITIONS**

English translation for information

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FOREWORD

Elengy and Fosmax LNG (Terminal Operator) are the owners of the regulated LNG terminals of Fos sur Mer and Montoir de Bretagne intended to receive Liquefied Natural Gas, pursuant to the provisions of the Energy Code and the decisions of the French Energy Regulation Commission (CRE).

EHE, the Operator, is the entity wholly-owned by Elengy which ensures the commercial operation of the present Small-Scale LNG Carrier Loading Contrat and the Scale LNG Carrier Specific Services.

The Shipper wishes to subscribe to the Small-Scale LNG Carrier Loading Service, which is commercially operated by the Operator, which can be substituted by any other affiliate that it controls within the meaning of Article L.233-3 of the Commerce Code.

It is specified that the condition for the present Small-Scale LNG Carrier Loading Contract (the 'Contract') entry into force is that the Shipper guarantees to be holding a valid Access Contract to the Terminal (hereafter the 'ATM Contract') whose references are stipulated in the Specific Conditions of the present Contract.

THE FOLLOWING HAS BEEN AGREED

1 DEFINITIONS

For the purposes of the Contract, the terms hereafter are defined as follows, in the singular and plural forms. The terms with a capital letter that do not appear in the list of definitions below have by default the meaning defined in the ATM Contract.

Unless otherwise specifically indicated, the time reference is statutory French time.

Annual Schedule: has the meaning given in the ATM Contract.

Approval Procedure: procedure for acceptance of a Small-Scale LNG Carrier by the Operator, for the purpose of checking the compatibility of a Vessel with the Operator's facilities in terms of design, operating mode, communication and safety, in order to make it possible to carry out the Loading operations in complete safety and in accordance with the Operator's requirements as set out in Appendix 1.

Approval: acceptance of an LNG vessel by the Operator according to the Approval Procedure for the said vessel. The list of Vessels approved at the Terminal is published on the Operator's website.

ATM Contract: all the contractual documents governing access to the regulated services of the Terminal concluded between a Shipper and the Terminal Operator.

ATM Shipper: shipper that has signed the ATM Contract with the Operator.

ATM Shippers: all shippers that have signed an ATM Contract with the Operator.

Cargo Report: document referred to in Paragraph 11.1.3 of the present General Terms and Conditions including all of the information listed in Appendix 2.

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

Contract Expiry Date: date indicated in the Small-Scale LNG Carrier Specific Conditions.

Contract: means all of the contractual documents, as specified in Article 2 hereof, constituting the present Contract between the Shipper and the Operator, under which the Service and/or the Small-Scale LNG Carrier Specific Services are performed..

Day (D): period starting at 6 (six) am on a given day and finishing at 6 (six) am on the next day.

Effective Time of Arrival: Time of receipt by the Operator of the Notice of Arrival of the Vessel as defined in Appendix 1.

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

Estimated Time of Arrival (ETA): estimated time of arrival of the Vessel at the PBS of the GPMM.

GPMM: Grand Port Maritime de Marseille, where the Terminal is located

Gross Calorific Value (GCV): 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 GCV) or one kilogram of dry gas (mass GCV) in the air, with all of the combustion products being considered at the same temperature of 25 °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.

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Hour: a period of 60 (sixty) consecutive minutes beginning and ending on the hour.

kWh (GCV): quantity of dry natural gas for which the complete combustion at the pressure of 1.01325 bar in dry air would produce a quantity of heat of one kWh, with all of the combustion products being returned to the same temperature of 25 °C and to the same pressure of 1.01325 bar as that of the reacting bodies (the dry gas and the air), both in gaseous state, with the exception of the combustion water, which is returned to liquid state.

Late Cancellation : has the meaning given in paragraph 6.2.1.

Loading: operation that involves transferring LNG from the LNG terminal to the Small-Scale LNG Carrier's tanks.

Loaded Quantity: quantity of energy, expressed in MWh (GCV), which is equal to the Energy Content of the quantity of gas transferred into the Small-Scale LNG Carrier during the Loading. This quantity is determined pursuant to the provisions defined in Paragraph 11.1 of the present General Terms and Conditions.

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

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

Normal Cubic Meter (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 meter.

Notice of Arrival: document issued by the Captain of the Vessel once the Vessel on the harbour is ready for berthing, the model of which appears in Appendix 1.

Notice of Force Majeure: notification by a Party to the other Party pursuant to Article 13 of the present General Terms and Conditions.

Number of Contractual Loadings (NCC): number of Loadings that the Shipper plans to make over a Year; the value of the NCC is defined in the Small-Scale LNG Carrier Specific Conditions for each Year.

Operational Instruction: instruction given by the Operator to the Shipper pursuant to Article 15 of the present General Terms and Conditions.

Operator: depending on the context in which it is used, this term refers to the entity which markets the Service and Small-Scale LNG Carrier Specific Services covered by this Contract or the Terminal Operator.

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 the said company, on the understanding that to calculate the shareholding in the Shipper's company capital, the percentage of the shareholding 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.

Party: any of the signatories of the Contract.

Payment Guarantee: guarantee provided by the Shipper to the Operator pursuant to Paragraph 10.1 of the present General Terms and Conditions.

Period of Validity: period between the Service Start Date and the Contract Expiry Date, indicated in the Small-Scale LNG Carrier Specific Conditions.

Personal data: any information relating to an identified or identifiable natural person (hereinafter referred to as "Individual Concerned"). An "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more specific elements specific to its physical, physiological, genetic, psychic, economic, cultural or social identity.

Pilot Boarding Station (PBS): place where the pilot takes control of the Vessel in the GPMM.

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

Port Services: all of the services used by the Vessel at the GPMM, in particular the Vessel's shipping agent, boatage company, piloting station, towing company, harbourmaster's office, port officer, guard company, crane

company, and the gangway installation agent, etc.

Program of Work: annual schedule determined by the Operator that shows the unavailability (periods and level) caused by work to be carried out on the Terminal, as defined in Article 14 of the present General Terms and Conditions.

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

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

Reloading: has the meaning referred to in the ATM Contract.

Scheduling: procedure pursuant to Article 7 of the present General Terms and Conditions.

Send-Out: has the meaning referred to in the ATM Contract.

Service: all Small-Scale LNG Carrier Loading operations carried out under the conditions described in this Contract

Service Start Date: date indicated in the Small-Scale LNG Carrier Specific Conditions.

Shipper: shipper that has signed this Contract with the Operator.

Shippers: all shippers that have signed a Small-Scale LNG Carrier Loading Contract with the Operator.

Small-Scale LNG Carrier: Vessel with a capacity inferior or equal to 40 000 m³.

Small-Scale LNG Carrier Adjusted Arrival Slot: period rescheduled by the Operator for the arrival of the Small-Scale LNG Carrier at berth in accordance with the provisions of Paragraph 3.2 of Appendix 1.

Small-Scale LNG Carrier Annual Schedule: schedule drawn up by the Operator that stipulates the Small-Scale LNG Carrier Estimated Window of Arrival and the quantity to be loaded (for guidance only) for each Cargo over a Year.

Small-Scale LNG Carrier Effective Port Call Duration: actual time elapsed during the Small-Scale LNG Carrier Port Call from the berthing (first mooring line ashore) to the departure of the Small-Scale LNG Carrier (all mooring lines cast off).

Small-Scale LNG Carrier General Terms and Conditions: means the present document and its appendices

Small-Scale LNG Carrier Monthly Schedule: schedule drawn up by the Operator that stipulates the Small-Scale LNG Carrier Window of Arrival and the quantity to be loaded for each Cargo over a Month.

Small-Scale LNG Carrier Port Call: stay of the Small-Scale LNG Carrier at berth, from the berthing (first mooring line ashore) to the departure of the Small-Scale LNG Carrier (all mooring lines cast off).

Small-Scale LNG Carrier Port Call Duration: contractual normative Port Call Duration allocated to each Small-Scale LNG Carrier for the performance of all the Port Call operations in accordance with Appendix 1.

Small-Scale LNG Carrier Specific Conditions: contractual document issued on the basis of this Contract, to which it refers and which contains specific information on the Shipper, particularly its Subscription relating to the Service.

Small-Scale LNG Carrier Specific Services: gassing-up, cooling-down or any other service requested by the Shipper subject to validation of its feasibility by the Operator.

Small-Scale LNG Carrier Subscription Account: account accessible to any Shipper that has signed the Contract and able to be credited for any unscheduled or cancelled Number of Contractual Loadings, in accordance with the provisions of paragraph 6.2 of the present General Terms and Conditions.

Small-Scale LNG Carrier Estimated Window of Arrival: period of six (6) Hours on a given day for the arrival of a Small-Scale LNG Carrier for its Small-Scale LNG Carrier Port Call, communicated by the Operator after the Annual Program has been drawn up. The said Window shall begin at midnight on the day preceding Small-Scale LNG Carrier Port Call.

Small-Scale LNG Carrier Window of Arrival: period of 6 (six) Hours on a given Day for the arrival of a Small-Scale LNG Carrier for its Small-Scale LNG Carrier Port Call. Unless otherwise specified by the Operator, a Small-Scale LNG Carrier Window of Arrival notified for a given Day corresponds to the period of 6 (six) hours immediately preceding the said Day, i.e. the period starting at midnight and ending at 6 (six) a.m. on that day.

Subscription: defined in the Small-Scale LNG Carrier Specific Conditions.

Terminal: all of the installations and equipment of the Fos Cavaou LNG Terminal.

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Terminal Operator: means the owner and/or operator of the Terminal, as well as subcontractors.

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

Unloading: has the meaning referred to in the ATM Contract.

Vessel Capacity: volume of LNG at –160 °C measured in m³ that can be contained in the tanks of the Vessel if these are 100% full.

Vessel: any LNG vessel or tanker suitable for bulk LNG transfer.

Week (W): a period of seven (7) consecutive Days, starting on Monday at six (6) am and ending at six (6) am the following Monday.

Window of Arrival: has the meaning referred to in the ATM Contract.

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

2 CONTRACTUAL DOCUMENTS

The Contract shall consist of the following contractual documents, listed by decreasing order of priority :

- The Small-Scale LNG Carrier Specific Conditions
- The Small-Scale LNG Carrier General Terms and Conditions and their appendices :
 - o Appendix 1: Small-Scale LNG Carriers-related procedures
 - o Appendix 2: Measuring, Counting and Quality Procedures applicable to Small-Scale LNG vessels

This order of precedence applies if there is any contradiction between these documents.

In case of inconsistency between any of the provisions in the contractual documents of the same rank or between successive versions of the contractual documents, the most recent document will take precedence.

3 PURPOSE

The purpose of the Contract is to determine the conditions under which the Operator and the Terminal Operator shall perform the Loading Service and Small-Scale Specific Services as well as the rights and obligations of the Parties, in particular, the conditions under which the Operator shall :

- o Receive the Small-Scale LNG Vessels sent by the Shipper to the Terminal berth;
- o Load the LNG quantities from the Terminal to the Small-Scale LNG Carriers;
- o Perform other Small-Scale LNG Specific Services.

4 EXECUTION CONDITIONS

The Operator shall not be required to fulfil its obligations under the Contract or one of its addenda as long as:

- o the Shipper has not guaranteed holding a valid Access Contract in the Terminal from which it wishes to load Small-Scale LNG Carriers;
- o the Shipper has not met the requirements related to the guarantees defined in Paragraph 10.1 of the Small-Scale LNG Carriers General Terms and Conditions.

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 guarantees and/or the contract referred to in the previous subparagraphs, where applicable for the portion of the quantities affected by this absence, this termination or this suspension.

The Operator shall undertake that the Terminal Operator performs the Loading Service and the Small-Scale LNG Carriers Specific Services as contractually agreed. The Operator complies with applicable regulation related to the Contract and ensures that the Terminal Operator also complies with it. The Operator guarantees the Terminal Operator acts as a Prudent and Reasonable Operator.

The Small-Scale LNG Carrier Shipper guarantees he holds the necessary LNG quantity to perform the Small-Scale LNG Carrier loading operation. For the needs of this Contract, the LNG used to perform the Small-Scale LNG Carrier loading operation comes from the Access Contract to the Terminal the Small-Scale LNG Carrier Shipper is holding.

Depending on the Send-Out rate of the Terminal, the Small-Scale LNG Carrier Loading Service may require a Send-Out into the Transmission System in order to reincorporate the boil-off gas linked to the Loading Service. In this case, the Small-Scale LNG Carrier Shipper guarantees that he holds an Access Contract under which the Send-Out shall be performed.

Cancelling a loading operation that is scheduled in the Small-Scale LNG Carrier Monthly Program may result in the Terminal Operator being compelled to send-out the quantities initially scheduled to be loaded into the Transmission System so that the Monthly Program of other ATM or Small-Scale LNG Carrier-Shippers is not disturbed. In this case, the quantities sent-out are allocated to the Shipper under its Access Contract.

In case the Small-Scale LNG Carrier Loading Service entails a Send-Out into the Transmission System, the Small-Scale LNG Carrier Shipper undertakes to take it over under its Access Contract.

Furthermore, the Shipper acknowledges that the Scheduling process under the Access Contract to the Terminal prevails over the Scheduling process of the present Small-Scale LNG Carrier Loading Contract.

5 DURATION

The Contract shall enter into force on the date it is signed, except as otherwise expressly indicated in the Small-Scale LNG Carrier Specific Conditions.

The Operator's service shall begin on the Service Start Date.

The Contract Expiry Date and the conditions governing the renewal thereof are specified in the Small-Scale LNG Carrier Specific Conditions. Any service reductions or interruptions shall have no effect on the Contract Expiry Date.

6 SUBSCRIPTION MODALITIES

6.1 Subscription modalities

Any feasibility and/or reservation request concerning the Small-Scale LNG Carrier-Loading Service or -Specific Service can be sent on any day of the Year by email to the addresses indicated in the Small-Scale LNG Carrier Specific Conditions. The Operator will reply to this request as soon as possible.

Answers to the feasibility requests include the operational conditions to perform the operation as well as the associated cost estimations. The Operator ensures that the scheduling of the operations, object of the feasibility request, is compatible with the existing schedules in the Terminal, under ATM Contracts or Small-Scale LNG Carrier Loading Contracts.

The first-come, first-served principle is applied by the Operator to manage the completely filled reservation requests, the order of reception of the requests prevailing.

One of the necessary conditions for the feasibility of a Small-Scale LNG Carrier Loading Service is the existence of a sufficient inventory level that the Shipper guarantees holding under its ATM Contract.

6.2 Small-Scale LNG Carrier Subscription Account

The Small-Scale LNG Carrier Subscription Account is credited with the Loadings not scheduled or cancelled with sufficient notice, as detailed in paragraph 6.2.1. This account can then be debited to schedule short term operations.

The following methods apply:

- o The use of the Small-Scale LNG Carrier Subscription Account does not lead to modification of the Shipper's minimum payment obligations;
- o The Small-Scale LNG Carrier Subscription Account can never be negative;
- o The Small-Scale LNG Carrier Subscription Account is automatically reset to zero at the end of each Year;
- o The numbers of Loadings in the Small-Scale LNG Carrier Subscription Account may be assigned in accordance with article 23 of the present General Terms and Conditions.

The Small-Scale LNG Carrier Subscription account and the Subscription Account of the ATM Contract are independent.

6.2.1 Credit to the Small-Scale LNG Carrier Subscription Account

When the Small-Scale LNG Carrier Annual Schedule is drawn up, the Shipper's Small-Scale LNG Carrier Subscription Account is credited with the difference between the Number of Contractual Loadings and the number of Loadings scheduled by the Shipper

At any time between the publication of the Annual Schedule for year N by the Operator and Wednesday 5.00 p.m. of a Week preceding a scheduled Loading, the Shipper may remove from the Small-Scale LNG Carrier Annual Schedule or the Small-Scale LNG Carrier Monthly Schedule this scheduled Loading or any Loading scheduled afterwards until the end of the Year. These Loadings removed from the Small-Scale LNG Carrier Annual or Monthly Schedule will then be credited to the Shipper's Small-Scale LNG Carrier Subscription Account.

A Late Cancellation is defined as any Loading scheduled in the Shipper's Small-Scale LNG Carrier Monthly Schedule or in the absence thereof in the Small-Scale LNG Carrier Annual Schedule, and cancelled by the Shipper after the Wednesday at five (5) p.m. preceding the Week of the Small-Scale LNG Carrier Window of Arrival or the Small-Scale LNG Carrier Estimated Window of Arrival, of said Loading. A Late Cancellation shall be invoiced for the Month of the Small-Scale LNG Carrier Window of Arrival of said Loading and deducted from the Number of Contractual Loadings for the Year of the Small-Scale LNG Carrier Window of Arrival of said Loading.

6.2.2 Debit from the Small-Scale LNG Carrier Subscription Account

The Shipper may use its the Small-Scale LNG Carrier Subscription Account to increase the number of Loadings scheduled until the end of the Year, subject to scheduling feasibility.

This number of Loadings will then be debited from the Shipper's the Small-Scale LNG Carrier Subscription Account and the new scheduling will be notified to the Shipper in its Small-Scale LNG Carrier Monthly or Annual Schedule.

The Shipper recognizes and accepts that any reservation request of primary capacity under the ATM Contract and/or the Small-Scale LNG Carrier Contract will be processed as a priority on the requests to use the Small-Scale LNG Carrier Subscription Account.

6.2.3 Postponement of booked but not scheduled within-Year Loadings

The Shipper can request to postpone the scheduling of part of its subscribed Loadings that have not been scheduled during Year Y, without extra-payment, provided the four (4) following conditions are simultaneously met :

- The number of Loadings postponed cannot exceed 10% of the number of Contractual Loadings subscribed on 1st January of Year N. The number of Loadings postponed is rounded up to the inferior unit;
- The Shipper asks the Operator for the postponement on 31st December of Year Y at the latest;
- The scheduling of those Loadings must take place during Year N+1;
- The Loadings scheduled by the Shipper for Year N+1 have a priority over those postponed from Year N.

7 SCHEDULING, RESCHEDULING AND NOMINATION

The Shipper recognizes and expressly recognizes that, for the sake of the present Contract, the Operator communicates with the Operator of the Terminal in order to have the necessary information concerning Scheduling, Rescheduling and Nomination, notably when it concerns the scheduling of ATM Contracts.

7.1 Small-Scale LNG Carrier Annual Schedule

7.1.1 Shipper's Small-Scale LNG Carrier Annual Schedule Request for Loading

On 15 October of Year N-1 at the latest, the Shipper shall notify the Operator of a Small-Scale LNG Carrier Annual Schedule Request for Year N.

The Shipper's Small-Scale LNG Carrier Annual Schedule Request shall contain the following information for each Cargo:

- o the required Estimated Small-Scale LNG Carrier Window of Arrival,
- o the estimated Energy Content,

The request shall take into account the unavailability notified by the Operator in its Program of Work.

The Shipper shall establish its Small-Scale LNG Carrier Annual Schedule Request taking care to ensure regularity in the arrival of the Small-Scale LNG Carriers, respecting the frequency of maximum one Loading per Week.

As an exception to the above, if the unavailability resulting from the Program of Works does not allow the Shipper to schedule all of its subscription while respecting this frequency, the Shipper can establish its Small-Scale LNG Carrier Annual Schedule Request with some Weeks having two Estimated Small-Scale LNG Carrier Windows of Arrival in so far as all other available Weeks have one Estimated Small-Scale LNG Carrier Window of Arrival.

7.1.2 Determination and notification of the Small-Scale LNG Carrier Annual Schedule by the Operator

The Shipper recognizes that the Unloadings and Reloadings scheduled in the Annual Schedules of all ATM Shippers have a priority over the Small-Scale LNG Carrier Loadings.

The Operator shall draw up the Small-Scale LNG Carrier Annual Schedule :

- Taking into account the unavailability resulting from the establishment of the Annual Schedule of all ATM Shippers of the Terminal. In particular, the Operator cannot schedule an Estimated Small-Scale LNG Carrier Window of Arrival on the same Day as a Window of Arrival;
- In a manner that preserves the regasification capacity of the Terminal available for sale.

While drawing up the Small-Scale LNG Carrier Annual Schedule, the Operator keeps the Shipper informed of the evolution of these constraints. In case of incompatibility with the Small-Scale LNG Carrier Annual Schedule requests, the Operator proposes adjustments to the Shipper.

The Operator shall analyse in a non-discriminatory manner the compatibility of the Small-Scale LNG Carrier Annual

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Schedule requests of all Shippers. In the event of incompatibility of requests, the Operator shall propose adjustments to the Shippers concerned. The Operator establishes the Small-Scale LNG Carrier Annual Schedule by arbitrating the requests in a non-discriminatory manner and by endeavouring to respect the regularity between the allocated Estimated Small-Scale LNG Carrier Windows of Arrival.

As a last resort, the Operator determines the Small-Scale LNG Carrier Annual Schedule.

The Operator shall provide the Shipper:

- o by 15 November of Year N-1 at the latest : with the month of January and February of the definitive Small-Scale LNG Carrier Annual Schedule for Year N,
- o by 15 December of Year N-1 at the latest : with the months from March to December of the definitive Small-Scale LNG Carrier Annual Schedule for Year N,

7.1.3 Firming-up of Estimated Small-Scale LNG Carrier Windows of Arrival

The Shipper can firm up the Estimated Small-Scale LNG Carrier Window of Arrival by associating it with one of its Unloadings, provided that one of the following conditions is met:

- o the Loading is preceded by an Unloading of the Shipper and a period of twenty-four (24) hours is observed between the end of the Window of Arrival of an Unloading and the beginning of the Shipper's Estimated Small-Scale LNG Carrier Window of Arrival; or
- o that the Loading precedes an Unloading of the Shipper with a delay of thirty (30) hours between the beginning of the Estimated Small-Scale LNG Carrier Window of Arrival and the beginning of the Unloading Window of Arrival.

In this case, the Estimated Small-Scale LNG Carrier Window of Arrival for this Loading becomes the Small-Scale LNG Carrier Window of Arrival.

The Shipper shall specify in its request the Unloading Window of Arrival used to firm up this Loading.

The Shipper acknowledges that when calculating the price proportional to the Number of Unloadings for the Month M under its ATM Contract, an Unloading shall be deemed to have been scheduled by the Shipper on this Window of Arrival and shall be counted as such in the Number of Unloadings in the Month M, regardless of any subsequent changes in its Annual Schedule or its Monthly Schedule.

7.1.4 Small-Scale LNG Carrier Annual Schedule change request at the Shipper's initiative

Between the notification of the Small-Scale LNG Carrier Annual Schedule by the Operator and the 19th of M-1, the Shipper may send a request to change its Small-Scale LNG Carrier Annual Schedule for Month M and the following Months.

The Operator shall process these requests on a first-come, first-served basis.

The Operator shall use its reasonable efforts to accept the Shipper's request for modification. However, the Operator shall refuse it if this request would lead to a change in the Window of Arrival already scheduled for another ATM Shipper or in the Estimated Small-Scale LNG Carrier Window of Arrival already scheduled for another Shipper, or if it destroys a capacity that remains available for an Unloading.

If accepted, the Operator shall notify the Shipper of a new Small-Scale LNG Carrier Annual Schedule.

7.1.5 Small-Scale LNG Carrier Annual Schedule change request at the Operator's initiative

The Operator may modify the Small-Scale LNG Carrier Annual Schedule of a Shipper in the event of a request for modification of the Annual Schedule by an ATM Shipper.

The Operator may not bring forward or delay the Small-Scale LNG Carrier Estimated Window of Arrival by more than 3 Days in relation to the Small-Scale LNG Carrier Annual Schedule or the latest version of the Small-Scale LNG Carrier Annual Schedule modified at the Shipper's initiative.

The Operator shall notify the Shipper without delay of the modifications to the Small-Scale LNG Carrier Annual Schedule.

7.2 Small-Scale LNG Carrier Monthly Schedule

7.2.1 Shipper's Small-Scale LNG Carrier Monthly Schedule Request

The Small-Scale LNG Carrier Monthly Schedule Requests for a Month M should be provided by the Shipper to the

Operator by the twentieth (20th) day of Month M-1 at the latest.

All Small-Scale LNG Carrier Monthly Schedule Requests from Shippers will be processed by the Operator without any order of priority.

The Shipper shall provide the Operator with a Small-Scale LNG Carrier Monthly Schedule Request that shall include the following information for each of the Cargoes that the Shipper wishes to load at the Terminal during Month M :

- o the required Small-Scale LNG Carrier Window of Arrival,
- o the estimated Energy Content to be loaded,
- o the name of the Small-Scale LNG Carrier ,
- o if applicable, any technical constraint related to the planned Loading

In the absence of notification by the Shipper of a full Small-Scale LNG Carrier Monthly Scheduling Request within the time frame indicated, the Operator shall not notify any Loading and credit the Small-Scale LNG Carrier Subscription Account with all the Loadings scheduled during Month M in the latest Small-Scale LNG Carrier Annual Schedule notified.

7.2.2 Allocation of Small-Scale LNG Carrier Windows of Arrival by the Operator

Unloadings scheduled during Month M by all ATM Shippers take priority over Small-Scale LNG Carrier Loadings. The Small-Scale LNG Carrier Monthly Schedule is drawn up taking into account the unavailability resulting from the scheduled Unloadings during Month M.

The Operator shall ensure, as far as possible, that the scheduling of Small-Scale LNG Carrier Loadings does not reduce the access capacities available for Unloading.

The Operator shall make all reasonable efforts to schedule the Loadings as close as possible to the date notified in the Small-Scale LNG Carrier Annual Schedule and to the Shipper's request under the Small-Scale LNG Carrier Monthly Schedule.

The Operator shall analyse in a non-discriminatory manner the compatibility of all requests for Small-Scale LNG Carrier Loadings. In the event of incompatibility of requests, the Operator shall propose adjustments to the Shippers concerned.

A request for a Small-Scale LNG Carrier Window of Arrival shall not be accepted by the Operator if it corresponds to a Window of Arrival allocated to another ATM Shipper or to an Small-Scale LNG Carrier Estimated Window of Arrival allocated to another Shipper under its Small-Scale LNG Carrier Annual Schedule.

As a last resort, the Operator sets the Small-Scale LNG Carrier Monthly Schedule.

7.2.3 Notification of the Small-Scale LNG Carrier Monthly Schedule by the Operator

At the latest on the twenty-fifth (25th) calendar day of Month M-1, the Operator shall provide the Shipper with its Small-Scale LNG Carrier Monthly Schedule, which shall include all of the Small-Scale LNG Carrier Monthly Schedule Request information and shall indicate:

- o the Small-Scale LNG Carrier Windows of Arrival allocated and any specific associated constraints,
- o the associated Energy Content

7.3 Intra-monthly Scheduling and rescheduling

7.3.1 Intra-monthly scheduling of a new operation at the Shipper's initiative

The Shipper may, at any time between notification of the Small-Scale LNG Carrier Monthly Schedule for Month M and the last day of Month M, ask to book a Loading operation for the period still to be covered until the last day of Month M. The request shall contain the information mentioned in paragraphs 7.2.1 of the present General Terms and Conditions. In the event of acceptance of the request, the Operator shall specify the conditions of use of the service, related to a technical matter and/or the Scheduling of the Shipper and/or the Reception of the Shipper's Small-Scale LNG Carriers, which will have been notified beforehand to the Shipper.

The Operator shall process these requests on a first-come, first-served basis.

The Operator shall make reasonable efforts to accept the change request from the Shipper, without being allowed to modify the Windows of Arrival that are already scheduled for another ATM Shipper or the Small-Scale LNG Carrier Windows of Arrival that are already scheduled for another Shipper.

7.3.2 Intra-monthly rescheduling of operations already scheduled at the Shipper's initiative

The Shipper may, at any time between notification of the Small-Scale LNG Carrier Monthly Schedule for Month M

and the last day of Month M, ask to change Small-Scale LNG Carrier Windows of Arrival and/or Quantities loaded scheduled for the period still to be covered until the last day of Month M with the exception of the Loadings scheduled under paragraph 7.1.3 of the present General Terms and Conditions. The change request shall contain the information mentioned in paragraphs 7.2.1. of the present General Terms.

The Operator shall process the above-mentioned change requests on a first-come, first-served basis.

The Operator shall make reasonable efforts to accept the Shipper's change request. However, the Operator should notably refuse it in the event that this change would lead to the Windows of Arrival already scheduled for another ATM Shipper or the Small-Scale LNG Carrier Windows of Arrival already scheduled for another Shipper having to be changed. Moreover, the Operator can refuse the Shipper's modification request if it destroys the available access capacity for an Unloading, if it leads to the scheduling of more than two (2) Loadings per Week or if a rescheduling request at the Shipper's initiative for Week W+1 is received after Wednesday at five (5) p.m. of Week W.

If the Operator accepts the Shipper's change request, one (or more) new Small-Scale LNG Carrier Monthly Schedule(s) for the Month in question shall be allocated to the Shipper as a result. The new Monthly Schedule(s) shall apply as from the notification thereof by the Operator and shall replace the Schedule(s) initially allocated.

7.3.3 Weekly forecasts provided by the Operator

On the basis of the Monthly Programs in force and insofar as this information is available, the Operator shall provide the Shipper, no later than Wednesday 10:00 a.m. of Week W, with forecasts of the available Small-Scale LNG Carrier Windows of Arrival and the estimated methane number for Week W+1. The said forecasts are provided solely for information purposes and are not binding on the Operator. In particular, for Weeks beginning at the end of Month M and extending into Month M+1, the Operator may provide, as far as possible, the forecasts referred to above, on the basis of the information available.

7.3.4 Modification of the Small-Scale LNG Carrier Monthly Schedule at the initiative of the Operator

For the period left to run until the last day of month M, the Operator may change the details of the Small-Scale LNG Carrier Monthly Schedule for Month M between the notification of the Small-Scale LNG Carrier Monthly Schedule for Month M and the last day of Month M under the circumstances described in Articles 13, 14 and 15 of the present General Terms and Conditions.

In order to preserve the priority given to Unloading, between the notification of the Small-Scale LNG Carrier Monthly Schedule and the third (3rd) day preceding the start of a Small-Scale LNG Carrier Window of Arrival, the Operator may adjust the latter within the limit of plus or minus eighteen (18) Hours in relation to the Small-Scale LNG Carrier Monthly Schedule or to the latest version of the Small-Scale LNG Carrier Monthly Schedule modified at the Shipper's initiative. The new Small-Scale LNG Carrier Monthly Schedule shall be notified to the Shipper as soon as possible, and at the latest two (2) Days before its (their) implementation. It shall contain the information listed in Paragraph 7.2.1 of the present General Terms and Conditions and shall also specify the reasons that led to the change.

7.4 Practical terms and conditions

The practical terms and conditions relating to the Scheduling, rescheduling and nomination are subject to an operational procedure.

8 RECEPTION CONDITIONS

8.1 Small-Scale LNG Carrier Approval

Only the Small-Scale LNG Carrier authorised by the Port Authorities and approved by the Operator in accordance with the Approval Procedure referred to in Appendix 1 shall be authorised to load LNG quantities at the Terminal. The Approval Procedure aims to study the technical compliance and to set up operational and safety procedures between the Small-Scale LNG Carrier and the Terminal.

The Operator reserves the right to check that all Small-Scale LNG Carrier is authorised to access the Terminal comply with these conditions, in particular through inspections, and, in the event of non-compliance, the right to make continuance of its Approval contingent on the implementation of corrective measures, to refuse the Small-Scale LNG Carrier's access to the Terminal or to withdraw its Approval.

The Terminal Operator can, at any time, change the configuration of a berth for safety or efficiency reasons. In this case, the Terminal Operator shall inform the Shipper with which it shall liaise of the change.

8.2 Operational conditions of Reception

Operational conditions of Reception are defined in Appendix 1, article 3. They define in particular the way the Notice of Arrival is sent and the Loading operations procedures.

Neither the Operator nor its agents or employees can be held liable for the direct or indirect costs and expenses incurred by a Small-Scale LNG Carrier, its owners, operators, carriers or agents, in the event of a refusal to load all or part of the LNG Cargo, a delay to or interruption of the Loading, or an instruction to free the dock under the circumstances referred to in Paragraph 3.4 of Appendix 1, except in the event of fraud or wilful misconduct by the Operator.

8.3 Management of evaporations during Loading and consequences

The thermodynamic state of liquid and vapour phases in each of the Vessel's tanks must comply with the requirements set out in Paragraph 3.5 of Appendix 1.

During Loading, the thermodynamic conditions (temperature related to the equilibrium pressure and the composition) of the LNG may generate evaporations caused by heat inputs and the Cargo coming into contact with the LNG stored inside the Terminal or the Small-Scale LNG Carrier. The evaporations thus generated are normally re-condensed according to the Terminal send-out rate.

The Operator warrants to the Shipper that the Terminal Operator shall use its reasonable efforts to minimise any necessary changes to the Shipper's send-out program under its ATM program to ensure the management of evaporation generated by the Loading.

However, the Terminal operating conditions may make this reincorporation of evaporations momentarily impossible. In this case, the Operator will request the Shipper to decrease the Loading rate, which may lead to an Effective Port Call Duration that exceeds the Port Call Duration and payment of demurrage by the Operator to the Shipper, in accordance with Paragraph 8.4 of the present General Terms and Conditions.

In the case where the thermodynamic state of the liquid and vapour phases in each of the Vessel's tanks does not comply with the requirements set out in Paragraph 3.5 of Appendix 1, the Operator may suggest to the Shipper to reduce the Loading rate. If the Shipper agrees, then it shall be liable for demurrage as provided for in Paragraph 8.4 of the General Terms and Conditions. If the Shipper refuses, the gas passed from the liquid state to a gaseous state in excess is flared by the Terminal; all of the flared gas is then added to the Loaded Quantity. The Operator shall notify the Shipper, for information purposes, with its proposed rate reduction, an order of magnitude of the amount estimated to be flared and an order of magnitude of the estimated Port Call duration for the Loading.

8.4 Small-Scale LNG Carrier Port Call Duration

The Small-Scale LNG Carrier Port Call Duration is defined in Paragraph 3.6 of Appendix 1.

Except in a Force Majeure event, if the Effective Small-Scale LNG Carrier Port Call Duration exceeds the Small-Scale LNG Carrier Port Call Duration for causes that are attributable to the Shipper and if this delay causes a delay to another Vessel that arrives within its Window of Arrival, the Shipper must pay the Operator demurrage in accordance with Paragraph 9.4.2 of the General Terms and Conditions.

Except in the event of application of Articles 13, 14 or 15 of the General Terms and Conditions, if the Effective Small-Scale LNG Carrier Port Call Duration exceeds the Small-Scale LNG Carrier Port Call Duration for causes attributable to the Operator, the Operator must pay demurrage to the Shipper, in accordance with Paragraph 9.4.2 of the General Terms and Conditions.

Except in a Force Majeure event, if the Effective Port Call Duration exceeds the Small-Scale LNG Carrier Port Call Duration for Specific Services, the Shipper shall pay the Operator for this Small-Scale LNG Carrier Port Call overrun in accordance with paragraph 9.4.1.

8.5 Safety and proper execution of Port Calls

The Shipper shall be solely liable for the state, operating conditions and adaptation of its equipment at the Terminal. The Shipper shall be solely liable for the harmful consequences that may result from non-compliance with the above-mentioned conditions, in relation to the Operator and third parties, under the conditions provided for in Article 16 of the General Terms and Conditions.

The Shipper shall undertake to take all necessary measures in order to ensure full and entire 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 Ship Owner and the Captain to ensure the safety and efficiency of operations on board the Small-Scale LNG Carrier and compliance by the Small-Scale LNG Carrier, its officers and crew, with the GPMM's regulations, the Ship-Shore Safety Plan and the Maritime Safety Rules.

The berthing equipment and means for crew access on board shall be made available to the Small-Scale LNG Carrier by the Operator. They shall be used under the responsibility of the Shipper.

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The Small-Scale LNG Carrier must not be prevented from unberthing. Small-Scale LNG Carrier refuelling, maintenance or upkeep operations must be authorised beforehand by the Terminal and the Port Authorities.

If the gas arm is not available, the Operator may require the Shipper to arrange for the Small-Scale LNG Carrier to use its own means to perform Loading without a gas arm.

If the gas arm is not available for Loading, the Operator and the Shipper shall consult each other to adapt the operational conditions of Loading. Failing agreement between the Parties within a time frame enabling compliance with the Port Call Duration, the Operator may ask the Shipper that the Small-Scale LNG Carrier uses its own resources to perform a Loading without the gas arm, provided that (i) when the unavailability of the gas arm reduces the Loading gas flow and (ii) this unavailability does not result from circumstances under Articles 13, 14 and 15, the flow taken into account for calculating the Small-Scale LNG Carrier Port Call Duration shall be the average flow observed during the Loading.

9 PRICES

9.1 Price structure

The price amounts to the sum of the prices defined in paragraph 9.3 of the present General Terms and Conditions, minus any reductions, if applicable, from the minimum payment obligations in accordance with paragraph 9.2 of the General Terms and Conditions.

Any use of the capacity over and above the Number of Contractual Loadings (NCC) defined in the Small-Scale LNG Carrier Specific Conditions shall be invoiced at the tariff defined in the Small-Scale LNG Carrier Specific Conditions.

9.2 Shipper's minimum payment obligations

9.2.1 Calculation of the Shipper's minimum payment obligations

The minimum payment obligation relating to the Number of Contractual Loadings, expressed in euros (€), for a given Year is equal to :

$$PNC_A = NCC \times Tamm$$

Where PNC_A is the amount of the minimum payment obligation for Year A

NCC is the Number of Contractual Loadings for Year A, the value of which is defined in the Small-Scale LNG Carrier Specific Conditions

Tamm is the Small-Scale LNG Carrier Berthing Term, the value of which is defined in the Small-Scale LNG Carrier Specific Conditions

If the Small-Scale LNG Carrier Berthing Term (Tamm) changes during the Year, the minimum payment obligation is established by replacing Tamm by the average of the values of this term over the Year, weighted by the number of Months.

The minimum payment obligation relating to each Year of the Contract is specified in the Small-Scale LNG Carrier Specific Conditions

9.2.2 Reduction of the Shipper's minimum payment obligations

Except in the event of failure by the Operator, the Shipper shall waive all other indemnities in respect of the types of damage suffered in the cases mentioned below.

In the event of application of Article 13 of the General Terms and Conditions, except for the circumstance referred to in f) of paragraph 13.1, or in the event of application of Articles 14 or 15 of the General Terms and Conditions or in the event of default by the Operator, the quantities that could not be loaded due to the occurrence of an event or circumstance that falls under said Articles or failure by the Operator shall be deducted from the Number of Contractual Loadings when calculating the minimum payment obligations under Paragraph 9.2 of the General Terms and Conditions.

The postponement of Loadings subscribed but not scheduled as described in paragraph 7.1.3 shall not result in a reduction in the Shipper's minimum payment obligations.

9.3 Applicable Prices

9.3.1 Price proportional to the Number of Loadings

For each Month M, the Price proportional to the Number of Loadings (PNC_M), expressed in euros (€), is equal to :

$$PNC_M = Tamm \times NC_M$$

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Where Tamm is Small-Scale LNG Carrier Berthing Term, the value of which is defined in the Small-Scale LNG Carrier Special Conditions

NC_M is the sum of :

- the number of Loadings carried out, minus Loadings scheduled under the Postponement of booked but not scheduled Loadings in accordance with paragraph 6.2.3,
- the number of Late Cancellations.

When invoicing the Small-Scale LNG Carrier Specific Services for the month of December of Year N, the Operator shall invoice the Shipper for the difference, if positive, between the minimum payment obligation for Year N, as defined in sub-clause 9.2.1 hereof, and the sum of the Prices proportional to the Number of Loads (PNC_M) already invoiced for Year N.

9.3.2 Price proportional to the Quantity Loaded

For each Month M, the Price proportional to the Quantity Loaded (PQC_M), expressed in euros (€), is equal to

$$PQC_M = QC_M * TQCM$$

Where QC_M is the sum of the Quantities Loaded in the Month

TQCM is the Small-Scale LNG Carrier Loaded Quantity Term, the value of which is defined in paragraph 9.3.3. hereof.

9.3.3 Values of tariff terms

The Tamm and TQCM values are defined by applying the following formula:

$$TAMM = TAMM_0 \times \left(0.65 + 0.35 \times \frac{ICHTrevTS}{ICHTrevTS_0} \right)$$

$$TQCM = TQCM_0 \times \left(0.65 + 0.35 \times \frac{ICHTrevTS}{ICHTrevTS_0} \right)$$

In which:

TAMM₀ = Reference Small-Scale LNG Carrier Berthing Term for the period in question, as defined in the Special Terms and Conditions.

TQCM₀ = Reference Small-Scale LNG Carrier Loaded Quantity Term for the period in question, as defined in the Special Terms and Conditions.

ICHTrevTS = latest representative value of the Index of the 'Revised Hourly Cost of Labour for All Employees, mechanical and electrical industries heading' or equivalent value, known at the time of the annual revision of the price in question and published by INSEE [identifier INSEE 001565183]

ICHTrevTS₀ = value of ICHTrevTS in July 2021.

The Tamm and TQCM values are revised annually, when the first invoice of each Year is issued.

9.4 Demurrage and Overrun of Small-Scale LNG Carrier Port Call

9.4.1 Overrun of Small-Scale LNG Carrier Port Call Duration related to a Small-Scale LNG Carrier Specific Service

In the event that overrun of Small-Scale LNG Carrier Port Call Duration related to a Small-Scale LNG Carrier Specific Service is incumbent upon the Shipper, in accordance with article 8.4 of the General Terms and Conditions, calculation of demurrage shall take place in proportion to the number of Hours' overrun of the Small-Scale LNG Carrier Port Call Duration rounded off to the next Hour.

Every Hour of Small-Scale LNG Carrier Port Call overrun shall be invoiced at a price of 3,300 €/h.

9.4.2 Demurrage

In the event of calculation of demurrages, in accordance with article 8.4 of the General Terms and Conditions, this demurrage is calculated as follows, in proportion to the number of Hours rounded off to the next Hour. The amount of demurrage due is determined according to the Capacity of the Vessel affected by the delay :

- o For Vessels for which the Vessel Capacity is less than 40,000 m³: €10,000/Day
- o For Vessels for which the Vessel Capacity is less than 90,000 m³: €40,000/Day
- o For Vessels for which the Vessel Capacity is between 90,000 m³ and 175,000 m³: €65,000/Day
- o For Vessels for which the Vessel Capacity exceeds 175,000 m³: €80,000/Day

The amounts stated above may be revised by the Parties every five years under reasonable conditions and on the basis of objective data.

10 INVOICING AND PAYMENT METHODS

10.1 Payment Guarantee

10.1.1 Amount and conditions for the Payment Guarantee

The Shipper shall provide the Operator with a Payment Guarantee that covers the Shipper's minimum payment obligations concerning Loading in relation to the Operator under the Contract.

The Payment Guarantee shall take the form of :

- o a guarantee deposit to the Operator, or
- o 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 & Poor's) or A3 (Moody's), or
- o 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 & Poor's) or A3 (Moody's), or
- o 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 & Poor's) or Aa3 (Moody's), to the extent that the company does not have its registered office in an OECD country.

The amount of the Payment Guarantee shall be the sum of the following amounts:

- (i) for the Contract period for which the scheduling of the Small-Scale LNG Carriers is known as the Small-Scale LNG Carrier Annual Schedule or, failing that, as the Small-Scale LNG Carrier Monthly Schedule: equal to 100% of the minimum payment obligation as defined in paragraph 9.2 of the Small-Scale LNG Carrier General Terms and Conditions for the Year under consideration ;
- (ii) for the Contract period for which the scheduling of the Small-Scale LNG Carriers shall be unknown: equal to 100% of the minimum payment obligation as defined in paragraph 9.2 of the Small-Scale LNG Carrier General Terms and Conditions, calculated for a maximum period of 4 Years.

The periods defined above are rolling periods between the Service Start Date of the Contract and the Contract Expiry Date.

10.1.2 Derogations

By way of derogation from the preceding rule, the Shipper does not have to provide the Payment Guarantee corresponding to :

- o The amount defined in (i) of Paragraph 10.1.1 of the General Terms and Conditions when, and for as long as, the Shipper benefits from a long-term credit rating that is equal to or higher than A- (Standard & Poor's) or A3 (Moody's)
- o The amount defined in (ii) of Paragraph 10.1.1 of the General Terms and Conditions when, and for as long as, the Shipper benefits from a long-term credit rating that is equal to or higher than BBB+ (Standard & Poor's) or Baa1 (Moody's)

Where any one of the conditions to which the above derogations are subject are not met, the provisions of Paragraph 12.1.1 of the General Terms and Conditions shall once again apply and the Shipper must comply with these provisions under the conditions, concerning time frames, in particular, that are identical to those provided for the implementation of the initial Payment Guarantee.

10.1.3 Implementation of the Payment Guarantee

Where the Payment Guarantee is in the form of a guarantee deposit, the corresponding amount shall be invoiced by the Operator to the Shipper at the earliest one month before the date of the first Loading provided for under the Contract. Payment must be made by the Shipper at the latest on the eighth (8th) banking day following the date of issue of the invoice. The security 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, throughout the period between the date of payment of the guarantee deposit to the Operator and the date of its return by the Operator. The guarantee deposit shall be returned by the Operator after deduction, where applicable, of the amounts that remain owed by the Shipper to the Operator under the Contract. The interest shall give rise to an invoice discount or a credit note issued by the Operator to the Shipper each month.

In all other cases, an original of the Payment Guarantee shall be provided by the Shipper to the Operator at the latest thirty (30) days after the Contract is signed.

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

- o 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.
- o 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 end of the Year of the subscription.

10.2 Monthly invoicing

The invoice for any Month M shall be sent by the Operator to the Shipper after the end of said Month. It shall include:

- o the various price terms, in accordance with the structure described in paragraph 9.1 of the General Terms and Conditions,
- o where applicable, the amount related to the minimum payment obligations determined under paragraphs 9.2 and 9.3 of the General Terms and Conditions,
- o where applicable, the demurrage to be paid by the Shipper or deducted by the Operator, in accordance with the provisions of Paragraphs 8.3, 8.4 and 9.4 of the General Terms and Conditions,
- o where applicable, the interest due pursuant to this paragraph,
- o the taxes and withholdings applicable under the conditions referred to in Article 18 of the General Terms and Conditions.

The invoice for any Month must be paid at the latest on the 30th day of the following Month, or on the twentieth calendar day following its date of issue, if this second date is later. If the date thus determined is not a banking day in the country where the Shipper's banking establishment specified in the Small-Scale LNG Carrier Specific Conditions is located, the date on which payment is due shall be deferred to the first 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 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. The Shipper shall also be liable to pay a fixed recovery indemnity of forty euros excluding taxes.

The Shipper shall have sixty (60) calendar days as from receipt of the invoice in which to contest the amount thereof. After this deadline, the invoice shall be deemed to have been accepted. If the Shipper contests 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 readjustments 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.

11 DETERMINATION OF LOADED QUANTITIES

11.1 Determination of Loaded Quantities

11.1.1 Cargo inspection operations

The Operator and the Shipper shall perform two Cargo inspection operations, respectively before and after the Loading, on board the Small-Scale LNG Carrier in accordance with Appendix 2. These operations shall involve taking gauging, temperature and ceiling pressure measurements in the Small-Scale LNG Carrier's tanks. A quantity certificate included in the Cargo Report as defined in Appendix 2 and containing the results of these measurements shall be drawn up and signed by the Shipper and the Operator at the end of the Loading.

If the liquid level that is detected in a Small-Scale LNG Carrier's tank during the Cargo inspection procedure is below the minimum measurable by the Small-Scale LNG Carrier's level gauges, the total volume before Loading the corresponding tank shall be considered as equal to zero.

In the absence of the Shipper, and unless the Shipper provides notification to the contrary, the Captain shall be authorised to represent the Shipper in all of the inspection operations, in particular signing of the quantity certificate.

If the Loading has not started within two (2) hours after the first Cargo inspection, the Operator and the Shipper may carry out a new Cargo inspection before the Loading. In this case, the last inspection performed will be binding in terms of determining the Loaded Quantities.

11.1.2 Measurement of the characteristics of the loaded LNG and the return gas

In order to measure the characteristics of the loaded LNG, samples of LNG shall be taken and vaporised from a tap located between the loading arms and the Terminal's storage tanks. The Operator shall use the sampling method described in Appendix 2.

In order to measure the characteristics of the gas returned by the Small-Scale LNG Carrier to the Terminal, "return gas", gas samples are taken via a tapping located on the Terminal gas return line. The Gross Calorific Value (on a mass basis and on a volumetric basis and the Wobbe index are calculated in accordance with Appendix 2 based on measurements referenced to the first section of this paragraph.

The LNG density shall be calculated in accordance with Appendix 2 based on the measurements mentioned in paragraph 11.1.1 of the General Terms and Conditions.

11.1.3 Determination of the Loaded Quantity, Cargo Report

Following Loading, a Cargo Report, as defined in Appendix 2, which regroups the results of the measurements and calculations made on board and on the shore, shall be drawn up and signed by the Operator and then sent to the Shipper.

This shows the Cargo Methane Index, calculated using the PKI method.

11.2 Rectification, verification and use of the measurements taken on the Terminal

11.2.1 Reception Measuring System and rectification of measurements by the Operator

The Reception Measuring System and the calibration principles for analysers are described in Appendix 2.

If a component of this system shuts down or does not operate properly, or non-compliance of a system component is observed in relation to the regulatory standards in force, the Operator shall perform a rectification over the period, starting on the date of the last verification when the component was considered to have been observed to be compliant, and finishing on the date when said component was brought back into compliance. The Operator shall inform the Shipper of the rectification performed. Subject to compliance with the Operator's confidentiality obligations, the Operator shall provide the Shipper, at the Shipper's request, with supporting documents for this rectification.

11.2.2 Verification and correction of measurements at the request of the Shipper

The Shipper may assist with the measurements taken on the Terminal. However, in the absence of the Shipper, the measurements shall not be delayed or cancelled.

The Shipper may at any time request the verification of any component or set of components of the Measuring System, either by the Operator, or by an expert appointed by mutual agreement.

If the verification shows that the accuracy of the component or the set of components verified leads to an uncertainty regarding the calculation of the Loaded Quantity that is less than or equal to 1%, and subject to the accuracy of the

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Small-Scale LNG Carrier's measuring systems being compliant with Appendix 2, the measurements shall not be corrected and the verification expenses shall be paid by the Shipper.

If the verification reveals an uncertainty regarding the calculation of the Loaded Quantity that is strictly higher than 1%, and if there is no agreement otherwise between the Operator and the Shipper, the Loaded Quantities shall be corrected over the second half of the period that separates the Day of verification from the Day of the last calibration performed by the Operator.

11.2.3 Use of the measurements by the Operator

The Operator may, in compliance with its confidentiality obligations, make free use of the measurements taken within the framework of the Contract. It shall provide the Shipper with these measurements at the Shipper's request when such measurements have a direct bearing on the determination of the Loaded Quantities.

12 TITLE, CUSTODY, RISK OF LOSS AND COMMINGLING

12.1 Rights concerning the gas and administrative authorisations

The Shipper certifies that it holds the rights to the LNG and/or Natural Gas, the permits and administrative authorisations necessary to enable it to carry out Loading at the Terminal, and undertakes to compensate the Operator for the consequences attributable to the absence of said permits and authorisations.

The Shipper shall guarantee the Operator against the financial consequences of any recourse by a third party or payment of compensation to a third party claiming rights over the LNG and/or Natural Gas owned by the Shipper.

12.2 Title to LNG

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

12.3 Custody and risk of loss of LNG

The custody and all related risks, including the risk of loss, of the LNG are dealt with under the ATM Contract.

12.4 Commingling of LNG in the Terminal

The Shipper acknowledges that its LNG is commingled in the Terminal with LNG of other Shippers and/or ATM Users as well as the operation quantity of LNG of the Operator.

13 FORCE MAJEURE AND SUSPENSION OF CONTRACTUAL OBLIGATIONS

13.1 Force Majeure Events

The following events and circumstances constitute Force Majeure Events under the Contract (hereinafter "Force Majeure Event(s)"):

- o any event beyond the control of one of the Parties, which could not be reasonably foreseen on conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, and which prevents said Party from carrying out its obligation;
- o any circumstance referred to below, without there being any need for all of the criteria set forth in the preceding subparagraph to be met, 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 accident, which does not result from a lack of maintenance, abnormal use of the installations or a fault by the Party that invokes it,
 - 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 construction permit for the Terminal, or operating authorisation, despite the reasonable efforts of the Party that invokes it, acting as a Prudent and Reasonable Operator,
 - f) an event or circumstance that affects the transmission capacity of the Transmission System and prevents the Transmission System Operator from collecting the Natural Gas quantities output from the Terminal.

The Shipper may not invoke a circumstance that affects its LNG supplies or any other event that affects the transportation of the Cargo up to the "Pilot Boarding Station" (PBS) under this article. Moreover, it shall neither be

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released from its obligations nor exempted from its liability due to the consequences of actions or omissions by the Captain or Owner of the Vessel or any of its subcontractors.

13.2 Consequences of a Force Majeure Event

Within the limits of the effects of the Force Majeure Event, both Parties shall be released from their obligations under the Contract, including for the Shipper the obligation to pay the Price, excluding the cases of exclusion provided for in Paragraphs 9.2.3 of the General Terms and Conditions (occurrence of the circumstance referred to in f) of Paragraph 13.1).

In a Force Majeure Event, both Parties shall be released from their obligations under the Contract (including for the Shipper its obligation to pay the Price), within the limit of the effects of the Force Majeure Event.

13.3 Obligations of the Party invoking a Force Majeure Event

The Party that invokes a Force Majeure Event must inform the other Party thereof as soon as possible by telephone, fax or any other means agreed between the Parties, and shall provide confirmation thereof by sending a Notice of Force Majeure by letter.

The notice of Force Majeure must specify:

- o the description of the event or circumstance invoked,
- o the date of the Day when the event or circumstance invoked occurred,
- o for the Operator, the foreseeable consequences for its contractual obligations (Reception, Send-Out),
- o for the Shipper, the Daily Send-Out that it will have been prevented from collecting due to the Force Majeure Event.

Acting as a Prudent and Reasonable Operator, the Party concerned shall take all measures to minimise the effects of the Force Majeure Event and shall endeavour to ensure normal resumption of fulfilment of the Contract as soon as possible. During the period in which its obligations are interrupted, it shall inform the other Party of the effects of the situation or circumstance in question on the fulfilment of its contractual obligations, the date when these effects cease, the measures that it is taking and plans to take in order to minimise them, the progress of the implementation of these measures and the time estimated for resumption of normal fulfilment of the Contract.

In compliance with its legal and regulatory obligations at the time of occurrence of the situation or circumstance referred to, the Operator shall pass on the effects to all users of the Terminal in a non-discriminatory manner. The reasonable means that the Operator shall be required to implement under this article only include those at its disposal in its capacity as Operator, with the exception of recourse to gas storage or purchasing services.

14 MAINTENANCE OF THE TERMINAL AND OTHER WORK

14.1 Scheduled work

Before 1 October of year N-1, the Operator shall send the Shipper the Program of Work for the following calendar year N.

The Program of Work shall contain the following information:

- o Brief description of the work,
- o Duration of the work,
- o Reductions or suspensions of service that result from the performance of this maintenance.

The Operator shall prepare its Program of Work while making every effort to take into account the following constraints:

- o The work shall be carried out, as a priority, between 1 April and 31 October,
- o The schedule shall be optimised as much as possible so as to minimise the impact on the service provided,
- o Where possible, the implementation of the work shall be coordinated with the schedule for work carried out by third parties (Transmission System Operator, electrical supply networks operator for the Terminal, Port Authorities, etc.) and that have an impact on the availability of the Terminal.

Acting as a Prudent and Reasonable Operator, the Operator may modify the Program of Work to best take into account preventive maintenance requirements. This modification cannot call into question the Windows of Arrival and Small-Scale LNG Carrier Windows of Arrival already scheduled. Where possible, the Operator shall inform the Shipper thereof, giving a two (2) months' notice.

Before 1 October of the year N-1, the Operator shall send to the Shipper, for information purposes only, the provisional Program of Work that may affect the performance of the Contract for the calendar year N+1.

14.2 Unscheduled work

The Operator may at any time decide to carry out work that was not foreseeable when the Program of Work was drawn up and that is necessary in order to rapidly correct incidents or accidents suffered by the Terminal (or to prevent such incidents or accidents) or that are imposed by the regulations in force or by the competent authorities. The Program of Work will be adjusted accordingly.

The Operator shall endeavour to carry out the work that is not scheduled on the initial Program of Work under conditions that minimise the consequences thereof for the Shippers. In particular, the Operator shall make every effort to avoid carrying out unscheduled work without informing the Shipper thereof twenty-four (24) hours in advance. In compliance with its legal and regulatory obligations at the time of such operations, the Operator shall pass on the consequences thereof to all of the Terminal's shippers in a non-discriminatory manner.

The Operator shall inform the Shipper as soon as possible of the start date, duration and foreseeable consequences of the unscheduled work. It shall also list the reasons for this action.

15 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 the result of which is an adjustment to or an interruption of the service provided to the Shipper pursuant to the Contract, subject to the non-discriminatory treatment of shippers in compliance with the legal and regulatory provisions in force. The Operator can, in particular, inform the Shipper, using any means, of Operational Instructions that the Shipper shall undertake to comply with and, where applicable, to ensure compliance by the Owner and Captain of the Small-Scale LNG Carrier.

Under such circumstances, the Shipper cannot claim any indemnification from the Operator or its insurers for the consequences of a reduction in or interruption of the Loadings. Moreover, it shall guarantee the Operator against any recourse by third parties or the payment of indemnities to a third party with which the Shipper is contractually linked.

16 LIABILITY AND INSURANCE

16.1 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 any damage caused to a third party within the context of fulfilment of their respective obligations under the Contract. In particular, the Shipper shall be liable for damage that results from non-compliance with contractual or regulatory rules and procedures by the Ship Owner, the Captain, the Authorities and Port Services, or any of its agents and subcontractors.

16.2 Liability between the Parties

The Operator shall not be liable for the quality of the LNG. The Shipper waives any recourse against the Operator in this respect. In particular, the Shipper shall be responsible for any material damage caused to the installations of which it is the owner or custodian when such damage is related to the quality of the LNG loaded.

16.2.1 Bodily injury

The Operator and the Shipper shall each be responsible for the consequences of any physical injuries that may be suffered, within the context of fulfilment of their respective obligations under the Contract, by the staff that they directly or indirectly employ, 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 persons concerned and their beneficiaries under French Social Security law.

16.2.2 Material damage

The Operator shall bear the cost of any material damage that it may cause to the Shipper during the marketing of the Small-Scale LNG Carrier Loading Service and the Small-Scale LNG Carrier Specific Services, which are the subject of the Contract, up to a limit of two million five hundred thousand (2,500,000) euros per event. The Shipper

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and its insurers waive any recourse against the Operator and its insurers, beyond this limit, in respect of the said damage.

The Terminal Operator shall bear the cost of any material damage that it may cause to the Small-Scale LNG Carrier in the context of the performance of its obligations under the Contract up to a limit of one hundred and fifty million (150,000,000) Euros per event. Consequently, the Shipper and its insurers waive any recourse against the Terminal Operator and its insurers above this limit and guarantee the Terminal Operator and its insurers against any recourse by third parties to the Contract and in particular, where applicable, by the owner and/or operator of the Small-Scale LNG Carrier (Shipowner, Charterer, etc.), in respect of the said damage.

The Shipper shall bear the cost of material damage caused to the Terminal in the context of the performance of its obligations under the Contract, regardless of who caused the said material damage and in particular the Vessel Operator, the Charterer, the Captain, the Authorities and the Port Services, up to a limit of one hundred and fifty million (150,000,000) Euros per event and under the conditions specified in Article 20.2.2 "Material damage" of the ATM Contract. Consequently, the Terminal Operator and its insurers waive any recourse against the Shipper and its insurers beyond this limit in respect of the said damage.

16.2.3 Consequential damage

The Operator, the Terminal Operator and the Shipper shall each be responsible for the consequences of any consequential damage that they may suffer, within the context of fulfilment of their respective obligations under the Contract, regardless of the perpetrator of the action that caused said consequential damage. As a result, the Operator, the Terminal Operator, the Shipper and their respective insurers shall reciprocally waive the right to any recourse in respect of said consequential damage.

As an exception to the principle set forth in the previous paragraph, in the event of consequential losses occurring 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 indemnities to third parties.

In the same way, if consequential damage occurs as a result of a proven shortcoming by the Shipper with regard to its contractual obligations, the liability of the Shipper may be incurred on the basis of the payment of indemnities to these third parties by the Operator.

16.2.4 Limits

The liability of the Operator and the Shipper in virtue of Paragraph 16.2.3 shall however be limited to:

- o per event, cannot exceed two million (2,000,000) euros;
- o per calendar year, two times the amount defined above.

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.

16.3 Insurance

Each Party must take out the insurance policies that are necessary to cover the risks born by it under the Contract. It shall pay for any premiums and deductibles under these policies. It shall undertake to obtain from its insurers, within this scope, the renunciation of their subrogation rights, within the limit of the waivers to recourse referred to in Article 16 of the General Terms and Conditions.

At the Operator's request, the Shipper shall provide an insurance certificate issued by its insurer or its insurance broker.

17 CONTRACT REVISION

17.1 Revision related to 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 throughout the duration of the Contract, the Operator shall notify the Shippers as soon as possible of the amendments it proposes to make to the contractual conditions in existence at the time, specifying if necessary the possible financial impacts for the Shippers. The Operator shall endeavour to take into account, in compliance with the principle of non-discrimination, the observations that the Shippers shall provide to it. The new conditions shall take effect on the date of entry into force provided for by the aforementioned legal or regulatory provisions and shall automatically complete or substitute the existing contractual conditions, without any compensation of any kind.

17.2 Other revision situations

Any modification of the Contract shall be the subject of an amendment duly signed by both Parties.

As an exception to the foregoing, the Operator may impose a review of the Contract, without the Shipper being able to oppose this, when it concerns:

- (i) the forms in Appendices 1 and 2,
- (ii) the improvement of Terminal safety,
- (iii) any evolution made necessary by an ATM Contract evolution.

Any review decided upon under this article shall take effect on the date of effect indicated in the amendment.

18 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. The price stipulated in the Contract and owed by the Shipper is exclusive of all taxes or withholdings of the same nature that result from this regulation.

19 IMPORTS, EXPORTS AND ADMINISTRATIVE FORMALITIES

The Shipper shall be responsible for the administrative and customs formalities required for the export of loaded LNG within the framework of the Contract.

20 INFORMATION

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

In the event of a major incident that endangers a Small-Scale LNG Carrier or its Cargo (running aground, etc.) and that occurs before the Arrival of the Small-Scale LNG Carrier at the Terminal, the Shipper shall inform the Operator of the progress of the situation by telephone or email, Hour by Hour and in a detailed manner, as soon as it becomes aware of the said incident.

21 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 of the information provided by the other Party within the context of preparation or fulfilment of the Contract.

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

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

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

The Operator shall further undertake to keep confidential any commercially sensitive information provided by the Shipper within this framework in compliance with the legal and regulatory provisions in force.

22 TERMINATION

22.1 Termination for breach

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 two (2) calendar months as from the last day of the month of notification of the termination.

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

- o a breach of the Shipper's obligations concerning the Payment Guarantee,
- o payment default of a due amount for a period of thirty (30) consecutive days, with the Operator being entitled to suspend the Loading service during the period of non-payment,

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

- o interruptions of service due to negligence or wrongful behaviour by the Operator for quantities loaded that represent on an average more than 30% of the quantities subscribed over a period of 9 months.

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.

Except in the event of a serious breach by the Operator, the termination of the Contract shall, for the Shipper, result in the payment of an indemnity to the Operator that corresponds to the minimum payment obligation, as described in paragraph 9.2 of the General Terms and Conditions for the remaining contractual period. The Shipper shall undertake to pay, at the latest ten (10) days after sending of the corresponding invoice by the Operator, the sums that the Operator will have determined and that correspond to the aforementioned indemnity.

If, between the date of effect of the termination and the stipulated end date of the Contract, the Operator succeeds in selling all or part of the Capacities subscribed by the Shipper, the Operator shall reimburse the Shipper for eighty per cent (80%) of the indemnity that corresponds to the capacities sold or the corresponding revenue from the selling of the capacities. The amounts that correspond to the capacities that could not be sold, as well as all interest accrued, shall remain the property of the Operator.

22.2 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 adjustments to be made to their respective contractual obligations, in order to take this new situation into account. If the Force Majeure Event continues and no agreement is reached between the Parties, any one of the Parties may terminate the Contract but must give notice of ninety (90) days from the end of a period deemed to be a Force Majeure Event of twelve (12) consecutive Months or fourteen (14) non-consecutive Months.

22.3 Termination of the ATM Contract

Termination of the ATM Contract shall result in automatic termination of the Small-Scale LNG Carrier Loading Contract. The occurrence of such a termination shall render all the sums owed by the Shipper under the Contract immediately payable.

23 ASSIGNMENT

The Shipper may assign, without the Operator's prior agreement and within the limits and conditions specified below, all or part of its associated rights and obligations under the Contract, to a company in which it holds a direct 99% stake and that presents the same level of guarantee as the assignor when the Contract was signed.

The Shipper may assign, with the Operator's prior written agreement and within the limits and conditions specified below, all or part of its rights and obligations under the Contract to a third party. A refusal decision must be justified by serious reasons (e.g. security imperatives, technical capacities). The Operator's response must be sent within ten (10) days of the request being sent by the Shipper.

The notification by the Shipper to the Operator of the assignment declaration or request shall mention the identity of the assignee, the capacities to be assigned and the duration of the assignment. The assignor shall also notify the Operator of its acceptance of the assignment request made by the Shipper, confirming the capacity and duration of the assignment.

The Operator shall process the assignment requests on a first-come, first-served basis.

The assignment shall enter into effect, subject to it being accepted by the Operator, on the date of signature of the contract between the Operator and the assignee.

In all cases, the assignment shall be contingent on compliance by the assignee with all of the Contract performance conditions (in particular the conditions related to the guarantee).

On the date of effect of the assignment, the assignee shall replace the assignor for the entirety of the assignor's rights and obligations that form the purpose of the assignment, for the duration of the assignment within the framework of the Contract.

24 SUB-LEASING

The Shipper may also sub-lease its capacity. In this case, it shall not be released from its obligations under the Contract.

25 MISCELLANEOUS

25.1 Divisibility

If any one of the provisions of the Contract or the ATM 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 or the ATM Contract shall not be affected thereby. In this case, the Parties must, if possible, replace said provision by a valid provision that corresponds to the purpose, spirit and economic equilibrium of the Contract or the ATM Contract.

25.2 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.

26 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 more easily respond to such requests.

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 breach of Personal Data, the Parties shall notify each other within 48 (forty-eight) hours of its knowledge.

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 with each other to enable the Party affected 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.

27 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 Committee for settlement of disputes and sanctions (CoRDIS) of the Energy Regulation Commission (CRE) within the framework of the missions that have been assigned by law.

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

APPENDIX 1 SMALL-SCALE LNG CARRIER - RELATED PROCEDURES

English translation for information.

Disclaimer

The present translation is not binding and is provided by EHE exclusively for information purposes. EHE 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. EHE reserves the right to update the translation at any time as deemed necessary by EHE 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 EHE, 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.

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This appendix is an operational appendix that applies without prejudice to the provisions of the General Terms and Conditions for Small-Scale LNG Carriers.

Capitalised terms in this appendix have the meanings given to them in the definitions of the General Terms and Conditions for Small-Scale LNG Carriers.

1 Small-Scale LNG Carrier Scheduling at the Terminal

The Shipper shall notify the name of the Small-Scale LNG Carrier in its Small-Scale LNG Carrier Monthly Schedule Request in accordance with paragraph 7.2 of the Small-Scale LNG Carrier General Terms and Conditions.

The Operator shall notify the Cargo Scheduling procedures with the notification of the Small-Scale LNG Carrier Monthly Schedule. The Cargo Scheduling procedures shall include: (i) the characteristics of the Cargo such as the Small-Scale LNG Carrier Window of Arrival, the estimated Energy Content to be loaded and (ii) the Small-Scale LNG Carrier Reception procedures.

The Small-Scale LNG Carrier Reception procedures shall consist of Small-Scale LNG Carrier safety inspections or operational and/or technical requirements of the Operator in order to ensure safety and smooth operations during Small-Scale LNG Carrier Port Calls, with the Operator acting as a Prudent and Reasonable Operator.

2 Small-Scale LNG Carrier Approval

Any Small-Scale LNG Carrier for which the Shipper requests access to the Terminal must meet the acceptability conditions described in the Approval Procedure in order to receive the Approval referred to in paragraph 8.1 of the Small-Scale LNG Carrier General Terms and Conditions. The "Ship Approval Procedure"

¹ is published on the Terminal Operator's website. It is established in line with the "LNG Ship Approval Procedure" produced by the GLE².

A Small-Scale LNG Carrier's Approval shall constitute a Specific Small-Scale LNG Carrier Service of the Contract.

The Shipper can request the Approval of a Small-Scale LNG Carrier at any time. The Operator shall register the request and specify its feasibility within the time frames required by the Shipper.

The Shipper shall be responsible for the Ship Owner's diligence for the Small-Scale LNG Carrier's Approval. The Operator shall make its best efforts to ensure smooth running of the procedure and that the Terminal information is passed on to the Ship Owner.

The Small-Scale LNG Carrier's Approval with the Terminal is completed when the Ship-Shore Safety Plan (SSSP, see article 4 of this appendix) is established and up to date.

The Small-Scale LNG Carrier's Approval shall mention the normative loading rate of the Small-Scale LNG Carrier.

The names of the Small-Scale LNG Carrier approved at the Terminal shall be published on the Operator's website.

The Shipper shall ensure that the Ship Owner complies with the necessary conditions to maintain the Small-Scale LNG Carrier's Approval.

The Small-Scale LNG Carrier's Approval at the Terminal may be reviewed at any time by the Operator, in accordance with the provisions of the "Ship Approval Procedure", in particular if the Small-Scale LNG Carrier changes name, flag, technical manager or Ship Owner, or if its pre-acceptance questionnaire has not been updated in at least two years.

The Operator shall reserve the right to check that all of the Small-Scale LNG Carriers comply with the approval conditions, in particular through inspections, and, in the event of non-compliance, the right to make continuance of its Small-Scale LNG Carrier Approval contingent on the implementation of corrective measures, refuse the Small-Scale LNG Carrier's access to the Terminal or withdraw its Approval.

The Operator can, at any time, change the configuration of berth for safety or efficiency reasons. In these cases, the Operator shall inform the Shipper, with which it shall liaise, of the change.

¹ Document in English only.

² Gas LNG Europe, group of European LNG terminal operators.

3 Operational conditions of Reception

3.1 *Estimation of the time of arrival by the Shipper, notification of the ETA*

For each Small-Scale LNG Carrier Window of Arrival, the Shipper shall inform the Operator of the estimated time of arrival (ETA) of the Small-Scale LNG Carrier at the Pilot Boarding Station for access to the Terminal, in accordance with the information exchange procedure between the Small-Scale LNG Carrier and the Terminal described in paragraph 5.1 of this appendix.

3.2 *Adjusted Small-Scale LNG Carrier Arrival Slot*

The Shipper may at any time request to have the Small-Scale LNG Carrier arrive before the start or after the end of the Small-Scale LNG Carrier Window of Arrival determined in accordance with the provisions of article 7 of the General Terms and Conditions.

If possible, the Operator shall define an Adjusted Arrival Slot as soon as possible according to the Terminal Scheduling availability.

3.3 *Notice of Arrival and berthing*

A Notice of Arrival, drafted according to the form indicated in paragraph 5.2 of this appendix, shall be sent by the Master to the Operator at the address of the Terminal, as soon as all of the conditions below have been met:

- (i) the Small-Scale LNG Carrier has reached the Pilot Boarding Station,
- (ii) the Master has obtained from the Port Authorities all of the authorisations required to enter the port and to berth at the Terminal's dock,
- (iii) the Master has obtained from its Ship Owner and from the Shipper all of the authorisations required to perform Loading,
- (iv) the Master has received an Adjusted Small-Scale LNG Carrier Arrival Slot from the Operator, where applicable,
- (v) the Master has ordered the Port Services necessary for the berthing of the Small-Scale LNG Carrier,
- (vi) the Small-Scale LNG Carrier is ready to berth.

All Small-Scale LNG Carriers are required to issue a Notice of Arrival within their Small-Scale LNG Carrier Window of Arrival, scheduled in accordance with the provisions of article 7 of the General Terms and Conditions, or within their Adjusted Small-Scale LNG Carrier Arrival Slot notified in accordance with paragraph 3.2 of this appendix.

When the Notice of Arrival is issued, the Operator shall give its agreement to the Master and to the GPMM's Port Authorities to accommodate the Small-Scale LNG Carrier alongside the Terminal berth as soon as possible. The authorisation for the Small-Scale LNG Carrier to berth at the Terminal's dock is given by the Port Authorities.

3.4 *Loading and Operating Record*

Once the Master has all of the rights to proceed, the Loading can take place when:

- (i) the Master and the Operator have filled in and validated without reservation the SSSP and the regulatory Ship-Shore Checklist (« *Check-list* »),
- (ii) the Cargo inspection has been carried out by the Small-Scale LNG Carrier, in the presence of the Operator.

The Cargo inspection indicates, in particular, the pressures at the top of the Small-Scale LNG Carrier's tanks and the liquid phase temperatures in each of the tanks, which must comply with the requirements specified in paragraph 3.5 of this appendix.

The Operator shall then take all appropriate measures for the Loading, in accordance with the procedures described in the SSSP in article 4 of this appendix.

The Small-Scale LNG Carrier shall be required to leave the dock as soon as the Loading Service and Small-Scale LNG Carrier Specific Services are completed, unless otherwise agreed with the Operator or as specifically instructed by the Port Authorities.

The Operator, in its capacity as a Prudent and Reasonable Operator, shall reserve the right to not start or suspend the Loading and require the Small-Scale LNG Carrier to be removed from the Terminal in the following cases:

- (iii) if requested to do so by the Port Authorities,

- (iv) not obtaining all administrative and customs authorisations by the Small-Scale LNG Carrier to perform the Loading within a maximum period of one Hour after the validation of the Ship-Shore Checklist or within a maximum of six Hours after mooring,
- (v) violation of or non-compliance with the regulations of the Port Authorities, or the rules set out in the Contract, (vi) non-compliance with the Ship-Shore Checklist or with the SSSP,
- (vii) endangerment of the safety of property and/or people and in particular that of the Small-Scale LNG Carrier, its crew, the Operator's staff or the surrounding area,
- (viii) occurrence of a circumstance referred to in articles 13 or 15 of the Small-Scale LNG Carrier General Terms and Conditions,
- (ix) the Small-Scale LNG Carrier or its crew does not meet the performance requirements communicated to the Operator by the Shipper at the time of the scheduling of the Loading.

The times, equipment used, events and any useful information shall be indicated in the Terminal's operating record, a template of which is provided in paragraph 5.3 of this appendix. The operating record shall be signed by the Small-Scale LNG Carrier's Master and by the Operator at the beginning and at the end of the Loading.

3.5 *Management of evaporations during Loading and consequences*

The thermodynamic state of the liquid and vapour phases in each of the Small-Scale LNG Carrier's tanks must comply with the following requirements for each tank to be loaded :

- o the pressure of the vapour phase, in thermodynamic equilibrium with the liquid phase, is less than 1,100 mbar absolute;
- o it is possible to detect LNG and :
 - o for membrane type tanks, the average temperature of the vapour phase is colder than minus 130°C (not taking into account the two (2) top temperature sensors in each tank),
 - o for Moss Rosenberg spherical tanks, the temperature of the vapour phase is colder than minus 115°C at the equatorial region of the tank,
 - o for IMO type C tanks, the average temperature of the vapour phase is colder than minus 140°C, o for the other type of tanks, the temperature set point of the vapour phase is assessed on a case by case basis by the Operator.

The operating conditions of the Terminal and/or Small-Scale LNG Carrier (in particular the thermodynamic state of the liquid and vapour phases of the Small-Scale LNG Carrier's tanks) may make it momentarily impossible to reincorporate the evaporations. According to the conditions stated in paragraph 8.3 of the Small-Scale LNG Carrier General Terms and Conditions, there shall be a reduction in the rate of Loading, or flaring of the evaporations that cannot be reincorporated.

3.6 Small-Scale LNG Carrier Port Call Duration

The Small-Scale LNG Carrier Port Call shall include the following operations:

1. First mooring line ashore,
2. Connection of arms, security procedures and Cargo inspection,
3. Loading, procedures, purging, Cargo inspection and reheating,
4. Supplies,
5. Arms disconnection,
6. All mooring lines cast off for unberthing.

The Shipper may perform supplies operations while on Small-Scale LNG Carrier Port Call at the Terminal. Nevertheless, it must request the prior authorisation of the Operator within the time frames provided for in paragraph 5.1 of this appendix and obtain authorisation from the Port Authorities. The Operator shall accept these operations provided that the Small-Scale LNG Carrier Port Call Duration is complied with and if permitted by the Terminal's operations.

For supplies purposes, the Shipper may ask the Operator for authorisation to extend the Small-Scale LNG Carrier Port Call Duration. The Operator shall accept if such extension does not interfere with the subsequent Scheduling of the Terminal.

The Operator shall authorise, under the Shipper's responsibility, third parties to have access to the berth.

Bunkering operations shall be carried out as per article 6 of this appendix.

Small-Scale LNG Carrier Port Call Duration is equal to : $10 + Q/D$:

- Q being the volume of LNG loaded (in cm of LNG)
- D being the nominal Loading rate as mentioned in Form C of the Small-Scale LNG Carrier

The Small-Scale LNG Carrier Port Call Duration must not exceed 24 Hours for the Loading of a Cargo.

The Operator may refuse a Scheduling request that would result in a Small-Scale LNG Carrier Port Call Duration of more than 24 Hours.

Any event that may extend the Small-Scale LNG Carrier Port Call beyond the Small-Scale LNG Carrier Port Call Duration, in particular related to the Small-Scale LNG Carrier's Loading capacity or the Terminal's Reception capacity, irrespective of the cases referred to in paragraph 3.4 of this appendix, must be notified to the other Party as soon as possible.

4 Ship-Shore Safety Plan (SSSP) and Preliminary Meeting

The SSSP (Ship-Shore Safety Plan), referred to in paragraph 8.5 of the Small-Scale LNG Carrier General Terms and Conditions, is specific for each operation, each Small-Scale LNG Carrier and each Terminal.

It gathers all technical, operational, safety, security information pertaining to the Small-Scale LNG Carrier and the Terminal, and applicable when the Small-Scale LNG Carrier is within the Port area or alongside, to ensure safe operations. Information included in the SSSP are also an input for the regulatory Ship-Shore Checklist before starting Cargo transfer operations.

It shall notably include information shared between the Small-Scale LNG Carrier and the Terminal:

- Description of nautical and port environment and instructions
- Description of terminal facilities
- Small-Scale LNG Carrier general information and design
- Contact list of persons responsible / involved in the Call
- Mooring
- Small-Scale LNG Carrier - shore communication
- Access on board
- Cargo transfer procedures
- Safety instructions and operating limits
- Firefighting equipment
- Cargo Transfer emergency shutdown procedures
- Emergency shutdown procedures in the event of an accident or incident
- Instructions for additional operations.

The SSSP takes the form of the Terminal Handbook and the ship's documents collected during the Ship Approval Procedure. For each Port Call, it is accompanied by the specific operations plan for the Port Call and the Ship Check List in force.

In order to finalize the Small-Scale LNG Carrier's Approval and jointly approve the SSSP, the Operator can organize a ship/shore interface meeting with the Small-Scale LNG Carrier's Ship Owner (meeting at the Terminal or conference call according to Operator's requirements) prior to the first Port Call of the Small-Scale LNG Carrier.

During the pre-transfer meeting before the Cargo transfer of each Port Call of the Small-Scale LNG Carrier at the Terminal, the SSSP is reviewed, updated where necessary and jointly approved by the designated representatives of the Operator and of the Ship Owner. SSSP's prescriptions are implemented throughout the Small-Scale LNG Carrier Port Call.

The SSSP is updated by the Operator and by the Ship Owner, in particular:

- in case of modification of the information in the SSSP;
- further to review of good practices related to operations issued by SIGTTO³ or OCIMF for instance;
- at any time for safety reasons regarding the Small-Scale LNG Carrier or the Terminal.

³ Society of International Gas Tankers and Terminal Operators

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If no agreement is reached between the Operator and the Ship Owner on the SSSP, the Approval status as defined in paragraph 8.1 of the Small-Scale LNG Carrier General Terms and Conditions shall not be granted or shall be withdrawn by the Operator.

A safety drill may be organized with the Small-Scale LNG Carrier when calling at the Terminal.

5 Information exchanged relating to the Small-Scale LNG Carrier Port Call

5.1 General

The following information shall be exchanged by letter or any other agreed means, and shall specify the name of the Small-Scale LNG Carrier, the Cargo number, and the date and time of sending.

All of the dates and times indicated must be given in Coordinated Universal Time (UTC).

LOCATION, DATE, CIRCUMSTANCES	NATURE	AUTHOR(S)	RECIPIENT(S)
During Approval Procedure and prior to the first Small-Scale LNG Carrier Port Call	SSSP	Operator and Ship Owner	Operator and Master
Prior to the Small-Scale LNG Carrier Port Call	Drawing up of a Declaration Of Safety (DOS) if applicable	Operator and Master	Operator and Master
Prior to the Port Call Small-Scale LNG Carrier	If applicable, organisation of a SIRE Inspection: Request for access of inspector(s) on board	Operator	Operator, Ship Owner and Shipper
No later than 5 days before the start of the Small-Scale LNG Carrier Window of Arrival	ETA Forecast value of the following characteristics (volume, quality, temperature) of the Small-Scale LNG Carrier's tanks upon arrival at the Terminal	Shipper	Operator
No later than 5 days before the start of the Small-Scale LNG Carrier Window of Arrival	If applicable, requests for Specific Services related to the Small-Scale LNG Carrier	Master and Shipper	Operator
	If applicable, requests for Specific Services related to the Cargo that are not included in the Monthly Schedule, mentioning the estimated duration of each operation	Shipper	Operator
5 days, 48 hours, 24 hours & 6 hours before the start of the Small-Scale LNG Carrier Window of Arrival	Update of the Small-Scale LNG Carrier's position and its ETA. Mean temperature of the LNG, mean temperature and pressure of the vapour phase in each tank of the Small-Scale LNG Carrier. LNG volume in each tank.	Master	Operator

EHE DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

24 hours before the start of the Small-Scale LNG Carrier Window of Arrival	- Crew list - Visitor's list	Master	Operator
At the entrance to the fairway, when passing the Omega buoy	Position and ETA	Master	Operator
At the Pilot Boarding Station before the Small-Scale LNG Carrier Port Call	Notice of Arrival	Master	Operator
	Agreement for accommodating the Small-Scale LNG Carrier for berthing	Operator	Port Authorities and Master
At the dock, before and during the Loading	SSSP , including Ship-Shore Checklist	Operator and Master	Operator, Master and Port Authorities
At the dock, before and after the Loading	Operating record (« <i>Time Sheet</i> »)	Operator and Master	Operator and Master

And if applicable:

LOCATION, DATE, CIRCUMSTANCES	NATURE	AUTHOR(S)	RECIPIENT(S)
At sea in case of a change to the ETA, i.e. modification of the forecast ETA in relation to the last forecast sent to the Operator by the Master during sea passage, greater than: 3 Hours for forecasts of 7 days, 48 Hours and 24 Hours before arrival 1 Hour for a forecast of 6 Hours before arrival	Update of the Small-Scale LNG Carrier's position and its new ETA, reason for the change	Master and Shipper	Operator
At any time	Any event affecting the Shipper, the Small-Scale LNG Carrier or the Operator, their equipment or all or part of the Cargo that may affect the safety of operations or their smooth running	Operator, Shipper or Master	Operator, Shipper and Master
At any time	Any other information that is missing or necessary for ensuring the smooth operation of the Small-Scale LNG Carrier Port Call	Operator, Shipper or Master	Operator, Shipper and Master

5.2 Avis d'Arrivée / Notice of Arrival

NAVIRE/VESSEL

CARGAISON N° / CARGO

DATE (JJ/MM/AA) / DATE (DD/MM/YY):

HEURE / TIME (hh:mm):

EMETTEUR (Navire) / FROM (Vessel):

DESTINATAIRE / TO:

Terminal Méthanier de Fos Cavaou/ Fos Cavaou LNG Terminal

COPIE / COPY TO:

En accord avec l'article 3 de l'Annexe 1 du Contrat, nous vous informons que :

- o le Navire a rejoint la Zone d'Embarquement du Pilote des bassins Ouest du GPMM,
- o le Navire a réuni de la part des Autorités Portuaires du GPMM toutes les autorisations nécessaires pour pénétrer dans le port et venir s'amarrer au quai du Terminal,
- o le Navire a réuni de la part de son Armateur et de l'Expéditeur toutes les autorisations nécessaires pour effectuer le Déchargement ou le Rechargement,
- o le Navire a reçu de la part de l'Opérateur une Plage d'Arrivée Micro-Méthanier Ajustée le cas échéant,
- o le Navire est prêt à accoster, le Capitaine ayant commandé les Services Portuaires nécessaires à la mise à quai.

Restrictions connues empêchant le Navire de respecter la Durée d'Escale Micro-Méthanier (à compléter le cas échéant par le Capitaine) :

In accordance with article 3 of appendix 1 of the Contract, we hereby inform you that the Vessel:

- reached the Pilot Boarding Station of the West harbours of the Grand Port Maritime de Marseille-Fos, and
- gathered from the GPMM's Port Authorities all necessary authorisations to enter the port and come to berth in the Terminal,
- gathered from its Owner and Shipper all necessary authorisations to carry out the Cargo's Unloading or Reloading,
- received from the Operator an Adjusted Arrival Slot, if applicable,
- is ready to berth after the Master has ordered all the Port Services required for berthing.

Known restrictions preventing the Vessel from complying with the Port Call Duration (to be completed by the Master, if applicable):

Nous vous informons que les principales caractéristiques thermodynamiques de la Cargaison pour chacune des cuves du Navire sont les suivantes.

We hereby inform you that the main thermodynamic characteristics of the Cargo are the followings for each of the Vessel's tanks.

N° cuve Tank #	Température moyenne du GNL LNG average temperature (°C)	Température de la phase gaz Gas phase temperature (°C)	Pression de la phase gaz Gas phase pressure (mbar abs)	Volume GNL LNG quantity (m³ LNG)
1				
2				
3				
4				
5				
6				

Le Capitaine du Navire
Vessel Master

Accusé de réception de l'Opérateur
Acknowledgement of receipt by the Operator

5.3 Relevé d'opérations / Time sheet

At the beginning of the Small-Scale LNG Carrier Port Call, the Operator shall provide a Time Sheet that includes at least the following information:

NAVIRE / VESSEL		DATE / DATE	
CARGAISON N° / CARGO #		ESCALE PRECEDENTE LAST PORT OF CALL	
ORDRE DU JOUR DE LA REUNION PREALABLE / PRELIMINARY MEETING AGENDA			
DESCRIPTION DE L'OPERATION / OPERATION DESCRIPTION		REMARQUES / COMMENTS	HEURE / TIME (hh:mm)
A	Avis d'Arrivée envoyé / Notice of arrival sent		
B	Réception de l'Avis d'Arrivée par l'Opérateur une fois pilote à bord / Notice of Arrival received by the Operator once pilot on board		
C	Bord à quai / Side alongside	Bâbord à quai / Port side ☐ Tribord à Quai / Starboard side ☐	
D	1 ^{ère} amarre à terre / First line ashore		
E	Fin d'amarrage / All fast		
F	Accès à bord établi / Ship/shore access fitted		
G	Réunion Préable / Preliminary Meeting	Début / start Fin / end	
H	Branchement liaison terre-Navire Ship-shore link connected	Liaison PYLE / PYLE link ☐ Liaison Optique / Optical link ☐	
I	Test des communications / Communication tests		
J	Test de l'arrêt d'urgence Navire à chaud / Warm ESD test		
K	Bras de transfert connectés et utilisés Transfer arms connected and used		
L	Test d'étanchéité et purge Tightness test and purging	Oui / YES ☐ Non / NO ☐	
M	Les paramètres du Chargement sont détaillés dans le relevé d'opérations pour chaque Escale Micro-Méthanier, en fonction du Terminal, du Navire et des conditions opérationnelles ; il s'agit par exemple de la quantité à transférer, de la pression des cuves du Navire, des réservoirs du Terminal impliqués dans le transfert, du débit de mise en froid des bras, du débit des pompes, etc. The transfer parameters are detailed in the Time Sheet specific to each call, depending on the Terminal, of the Vessel and of the operational conditions, such as the quantity to be transferred, the Ship tank pressure, the Terminal tanks involved in the cargo transfer, the arms cooling down rate, the pump flow rate, etc.		
N	Reconnaissance initiale de Cargaison Cargo initial inspection	Début / start Fin / end	
O	Signature de la Liste de Contrôle Terre-Navire Signature of the Ship-Shore Checklist		
P	Mise en froid des collecteurs du Navire Cooling down of deck piping	Début / start Fin / end	
Q	Début de la mise en froid des bras Starting of arms cooling down		
R	Fin de la mise en froid des bras et début du transfert Ending of arms cooling down and starting of LNG transfer		

Visa Réunion Préable / Preliminary Meeting validation

Le Capitaine du Navire
Vessel Master

L'Opérateur
The Operator

ORDRE DU JOUR DE LA REUNION DE CLOTURE / CLOSING MEETING AGENDA			
DESCRIPTION DE L'OPERATION / OPERATION DESCRIPTION		REMARQUES / COMMENTS	HEURE / TIME (hh:mm)
S	Pompes disponibles en service <i>Available pumps running</i>		
V	Début de la descente en débit <i>Start of ramp-down</i>		
W	Fin du transfert <i>End of LNG transfer</i>		
X	Vidange, purge et, le cas échéant, réchauffage des bras <i>Draining, purge and, if necessary, warming up of arms</i>	Début / start	
		Fin / end	
Y	Reconnaissance finale de Cargaison <i>Cargo final inspection</i>	Début / start	
		Fin / end	
Z	Fin de déconnexion des bras liquide <i>Liquid arms disconnected</i>		
AA	Fin de déconnexion du bras gaz <i>Vapour arm disconnected</i>		
BB	Appareillage programmé / <i>Sailing scheduled</i>		
CC	Avitaillement <i>Ship stores</i>	Début / start	
		Fin / end	
DD	Soutage <i>Bunkering</i>	Début / start	
		Fin / end	
EE	Autres (début et fin) / <i>Other (start and end)</i> - -		
FF	Observations, en particulier : tout événement ayant eu un impact sur la Durée d'Escale Micro-Méthanier (début et fin) <i>Comments, in particular any event impacting the Small-Scale LNG Carrier Call duration (start and end)</i>		

Visa réunion de clôture / Closing meeting validation

Le Capitaine du Navire
Vessel Master

L'Opérateur
The Operator

6 GENERAL RULES FOR BUNKERING

The following rules apply for carrying out bunkering operations during the Small-Scale LNG Carrier Port Call.
The request for such operations shall be done by using the below form (see also paragraph 3.6 of this appendix).

Bunkering of LNG Carriers – GENERAL RULES

Bunkering of LNG carriers alongside at the Terminal is permitted according to the following rules. These general rules aim to ensure safe and smooth bunkering operations, without interfering in any way with LNG commercial operations.

1. A formal request for bunkering shall be sent to the Terminal at least 5 days before the arrival of the vessel according to the attached request form. Bunkering request shall be confirmed by the Shipper (customer of the Terminal).
2. Bunkering request may be accepted by Elengy only if the ship arrives at the beginning of her allocated window of arrival.
3. It is the ship responsibility to obtain any other authorization from Port Authority.
4. Bunkering shall be performed within the laytime notified to the vessel. Laytime may be extended provided that the Shipper agrees in advance to pay call extension fees. Unscheduled last-minute laytime extension will be submitted to inflated laytime extension fees.
5. Bunkering operations shall never be rushed against safety.
6. Bunkering operations shall be carried out from a bunkering barge alongside the LNG carrier.
7. The vessel shall comply with all operational and safety procedures and other requirements from the Port Authority, the Terminal and any regulation in force, and shall implement all required safety means.
8. At any step of the call, bunkering may be allowed by the Terminal only if there is enough time to complete bunkering operations smoothly and safely within the allocated laytime, based on current progress of commercial operations and bunkering operations schedule provided by the vessel:
 - 8.a) Bunkering timing will be discussed during ship/shore pre-transfer meeting prior to LNG transfer operations, especially regarding consequences of any unexpected delay and as per agreement signed between parties prior to arrival. Bunker barge cast off time and LNG carrier departure schedule shall be agreed with Terminal during the meeting.
 - 8.b) Bunkering shall start once LNG transfer operations completed, and after green light is given by the Terminal and Port Authority. Bunkering barge may come alongside during draining/purging of transfer arms or during stores/provision handling, provided that the Terminal permission has been granted and sufficient staff is available onboard for performing simultaneous operations safely.
 - 8.c) Should the bunker barge still be alongside at scheduled LNG carrier unmooring time, then vessel departure shall be postponed and updated time of sailing shall be re-scheduled as soon as possible, whatever the option chosen by the Shipper in the request form.
9. At any time, the Terminal may decide to cancel a scheduled bunkering operation or to stop an ongoing bunkering operation for safety or operational reasons.
10. Any breach of the rules by the ship or her service providers shall lead to the permanent refusal by the Terminal of future bunkering operations for this LNG carrier.
11. In any case, the Shipper is strictly liable for bunkering operations. Elengy accepts no liability whatsoever for any damages and/or costs due to bunkering operations. Thus, the Shipper undertakes to indemnify Elengy against any potential damages and/or costs and against any claims by third parties due to bunkering operations.

1/2

LNG Terminal	LNG carrier
	Vessel name: IMO:
	Operator: Charterer:
	Ship agency: Contact (phone #):

1 Bunkering request *(to be filled by ship representative)*

LNG carrier ETA (day, time): Bunker supplier name: Bunker barge name: Type of bunker fuel: Quantity to be bunkered (MT): Overall estimated duration for bunkering (hours):	Ship representative name Date Signature & stamp
Ship representative comments:	

2 Elengy's agreement *(to be filled by Elengy)*

Berthing scheduled date (day, time): Initial laytime without bunkering (hours): Estimated laytime extension for bunkering (hours): Bunkering request: ☐ accepted ☐ rejected	Elengy representative name Date Signature & stamp
Elengy representative comments / conditions:	

3 Shipper's agreement *(to be filled by Terminal's customer)*

☐ Agrees with above schedule & bunkering conditions. <i>In case of unexpected delay</i> disturbing above schedule, following option shall apply: ☐ No further laytime extension, bunkering quantity to be reduced within above schedule. ☐ No further laytime extension, bunkering to be cancelled. ☐ Further laytime extension to bunker a minimum of MT. ☐ Further laytime extension within max. hours, quantity bunkered to be adapted consequently. ☐ Does not agree with bunkering request & conditions. <i>If laytime extension, the Shipper shall bear additional fees according to Specific Services and shall have to face any consequences whatsoever (damages and/or costs) of laytime extension, including but not limited to, indemnify Elengy against any claims by third parties.</i>	Shipper representative name Date Signature & stamp
Shipper representative comments:	

Port Authority instructions in force and their updates (available on Port Authority website) but also, General Rules attached, are strictly applicable to bunkering operations.

APPENDIX 2

MEASURING, COUNTING AND QUALITY PROCEDURES FOR THE LOADING OF SMALL-SCALE LNG CARRIERS

English translation for information.

Disclaimer

The present translation is not binding and is provided by EHE exclusively for information purposes. EHE 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. EHE reserves the right to update the translation at any time as deemed necessary by EHE 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 EHE, 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.

1 MEASUREMENTS TAKEN ON THE CARGO AT THE TERMINAL

1.1 Cargo inspection operations

Two Cargo inspection operations are carried out on board the Small-Scale LNG Carrier, respectively before and after the Loading:

- Cargo inspection before Loading takes place after preparing the Checklist and before the gas and liquid cross-feed valves are opened;
- Cargo inspection after Loading takes place after the liquid manifold and cross-feed valves are drained and the gas and liquid cross-feed valves are closed.

If the piping filling state is different before and after Loading, the corresponding variation in Cargo volume must be taken into account when calculating the Quantity Loaded. For this purpose, the Shipper shall provide the Operator with a calculation of the manifold volumes that it intends to use and the procedure for cooling and draining these manifolds.

If the Shipper operates the Small-Scale LNG Carrier's machinery using gas when it is connected to the gas arm, the energy consumed is then either determined by the gas meter of the Small-Scale LNG Carrier's machinery if applicable, or by a set quantity of 0.10% of gas taken off the Quantity Loaded non corrected of the energy quantity returned on a gaseous form (return gas) :

$$Q_{\text{mach}} = 0.001 * V * d * H_m$$

This set quantity of gas taken off is also applied in event of a failure or a dysfunction of the existing meter, or in the absence of statement of indexes of the gas meter during the Cargo measurement.

1.2 Gauging and calculation of the volume of LNG transferred

The gauging procedures must comply with the recommendations of the current version of the LNG Custody Transfer Handbook of the International Group of Liquefied Natural Gas Importers (GIIGNL). The primary and secondary measuring systems are of capacity, float and/or microwave type and/or laser type (LIDAR); they must comply with standard ISO 18132.

The LNG volume transferred, expressed in cubic metres, is determined by the difference between the volumes of LNG contained in the Small-Scale LNG Carrier's tanks before and after the Loading. Each of the Small-Scale LNG Carrier's tanks must be equipped with two gauging systems, a main system dedicated to Cargo inspection operations and an emergency system. The maximum permissible error in the primary and secondary gauging systems must not exceed plus or minus 5 mm. The primary and secondary gauging systems must be identified during the Cargo inspection before the Loading without modification during the operation. In the event of failure of the main gauging system, the emergency system is used; if its maximum permissible error exceeds plus or minus 5 mm, particularly on an old Small-Scale LNG Carrier, the Shipper and the Operator shall mutually agree on a maximum permissible error greater than +/- 5 mm.

The total uncertainty in measuring the LNG volume transferred as a result of the gauging system measurement uncertainty, gauge tables and correction tables associated with each of the Small-Scale LNG Carrier tanks must be less than 0.3%, in accordance with European Union Directive n°2011/17/UE, transposed into French law by the Order dated 07/11/2011 ("Arrêté") and the Decree n°2016-769 of 09/06/2016.

In case the Small-Scale LNG Carrier's cargo lines used for the Loading have not the same filling state during gauging before and after Loading:

- if the Small-Scale LNG Carrier's cargo lines are full before Loading and empty after Loading, the volume of LNG measured before Loading is increased by the volume of the cargo lines;
- if the Small-Scale LNG Carrier's cargo lines are empty before Loading and full after Loading, the volume of LNG measured after Loading is increased by the volume of the cargo lines.

The volume of the cargo lines is usually provided by the Small-Scale LNG Carrier's tables: this value is used to increase the volume measured in the tanks. If the volume of the cargo lines is unknown or if the Small-Scale LNG Carrier is not able to provide the relevant tables, a fixed increase of 5 m³ of LNG is applied.

1.3 Determining the LNG temperature and the gas phase temperature

Each of the Small-Scale LNG Carrier's tanks must be equipped with temperature sensors placed in such a way that at all times at least one sensor is located in the liquid and one in the gas phase, with the other sensors distributed at regular intervals from the top to the bottom of the tank. Only the measurements in the tanks concerned by the Loading are taken into account. The temperature of the LNG before Loading is determined by calculating the arithmetic mean of all the measurements from the temperature sensors immersed in the liquid. The temperature of the gas phase after the Loading operations is determined by calculating the arithmetic mean of all the measurements from the temperature sensors located above the liquid phase. The overall temperature measurement error, including the temperature measurement system element errors, must not exceed the values in the following table in accordance with standard ISO 8310.

	overall error of the measuring system
LNG (Liquid phase < -145°C)	± 0.2 °C
Natural Gas (gaseous phase > -145°C)	± 1.5 °C

1.4 Determining the pressure in the Small-Scale LNG Carrier's tanks

The measuring procedures must comply with the recommendations of the current version of the GIIGNL *LNG Custody Transfer Handbook*.

Each of the Small-Scale LNG Carrier's tanks must be equipped with at least one pressure sensor in contact with the gas phase. Only the measurements in the tanks concerned by the Loading are taken into account. The average pressure in the tanks is determined before and after the Loading as the arithmetic mean of the measurements read in each tank. The maximum permissible error of the absolute pressure measuring system must not exceed ± 10 mbar or ± 1% of the measurement scale ranging at least from 800 mbar to 1,400 mbar over the entire pressure range over which the tanks of the Small-Scale LNG Carriers can be operated.

2 MEASUREMENTS TAKEN AT THE TERMINAL

2.1 LNG sampling and return gas offtake

LNG in-line sampling: The Operator uses a so-called "in line" discontinuous sampling method, as defined in the LNG European standard EN 12838 and standard ISO 8943 of 2007, that involves:

- continuously collecting and vaporising the LNG during nominal Cargo Transfer conditions (i.e. not including the start and end of the Loading operation); collection is performed by means of an isolated Pitot tube (by maintaining it under vacuum conditions or by re-circulating LNG) located in the centre of the transfer pipe, after the transfer arms; the transfer line, which complies with standard ISO 8943, maintains the LNG sub-cooled until it is vaporised in an electric vaporiser, by Joule effect, at regulated temperature;
- transferring the vaporised gas at stabilised pressure and flow rate to a chromatograph via suitable and identified piping;
- and carrying out chromatographical analyses at regular intervals (at least three (3) times an hour).

LNG cylinder sampling: In parallel with in-line sampling, LNG in the gaseous state is sampled periodically using sampling cylinders. The systems for collecting and transferring the evaporated gas to the sampling cylinders are the same as for in-line sampling. For each Loading, three samples (one for the Shipper, one for the Operator and one for an independent laboratory) are sampled simultaneously and in parallel in cylinders when half of Cargo has been transferred, and kept sealed by the Operator for two weeks after the Cargo Transfer; at the end of this period, the sampling cylinders are purged and inerted. At the express request of the Shipper, and on an exceptional basis, the Operator shall make reasonable efforts to keep the sample cylinders for a longer period. The cylinder samples are only analysed at the Shipper's explicit request and expense, and this only applies to the measurement of the main components.

If the Loading is a Specific Service (gassing up, cooling down) or consists in a specific operation such as the Loading of a heel of a limited quantity of LNG, there is no LNG cylinder sampling except in case of express request from the Shipper.

Return gas offtake: The return gas sent back by the Terminal to the Small-Scale LNG Carrier or by the Small-Scale LNG Carrier to the Terminal is collected directly in the return gas pipe with a so-called "in-line" discontinuous sampling method, under nominal Loading rate (i.e. not including the start and end of Loading); it is transferred to a chromatograph for analysis at regular intervals (at least three (3) times an hour).

If the LNG sampling line (vaporiser and sampling rod) is out of service, making the analysis impossible, the Shipper and the Operator shall mutually agree on an alternative method to estimate the LNG transferred, e.g.: the weighted average quality of unloaded LNG used for the Loading.

In the event of a failure of the return gas sampling line or the chromatograph dedicated to the analysis results of this gas return, the Shipper and the Operator jointly agree to use the empirical method recommended by the current version of the *LNG Custody Transfer Handbook* from GIIGNL in order to determine the average molar composition of the return gas.

2.2 Analysis of the components, fitting and checking of the chromatographs

2.2.1 Analysis of the main components of the LNG and the return gas

The main components of the LNG and the return gas are analysed by gas chromatography in accordance with standard ISO 6974 (part 5). An analysis is performed at least three times (3) an hour and the analysis results are validated and

standardised. The composition of the LNG and the return gas is determined, for each component, as the arithmetic mean of the analysis results obtained under nominal Loading rate (i.e. not including the start and end of Loading).

If the chromatograph is out of service or drifts after the first third of the Loading under steady-state operating conditions, the chromatographic analysis carried out during this first third shall be used for the Cargo inspection.

If the chromatograph is out of service during the first third of the Loading under steady-state operating conditions, three (3) samples in cylinders with a double ogive shall be taken in parallel at regular intervals; a cylinder of each of the samples shall then be chromatographically analysed as soon as the chromatograph is operational again and fit in accordance with the procedures in force.

2.2.2 Calibration and fitting of the chromatographs for analysing the main components

Outside the Loading phases, the chromatographs are permanently swept with vector gas. The gas chromatograph is calibrated by carrying out at least five consecutive analyses with a reference gas that complies with the current standard ISO 6141, the last three analyses being kept to determine the area of the peaks of each component of this gas. This calibration is performed every year, or following a check that revealed a non-conformity, or after a maintenance action that required the instrument to be stopped. The chromatographs are checked with a working gas produced from the gas regularly received at the Terminal, at least once a quarter.

2.2.3 Analysis of trace elements

Sulphur-based compounds are analysed according to standard ISO 19739. The methods described in this standard may be adapted according to the measuring instruments available and the recommendations of the suppliers of such instruments.

When equipment checking for trace elements contained in the LNG is faulty after the first third of the Loading under steady-state operating conditions, the analyses carried out during this first third will be the ones used for the Cargo inspection.

If the equipment checking for trace elements is out of service during the first third of the Loading under steady-state operating conditions, the values retained are the weighted average of the values of the unloaded LNG used for the Loading

2.3 Determination of the Gross Calorific Value (GCV), Wobbe Index and density

The GCV and Wobbe Index on a volumetric basis are established for a real gas according to the method recommended by the current standard ISO 6976, the reference conditions of which are as follows:

- volumetric measuring conditions: 0 °C and 1.01325 bar absolute (so-called "normal" conditions);
- combustion conditions: 0 °C and 1.01325 bar absolute.

The GCV calculations on a mass basis are established according to the same method and under the same reference combustion conditions.

The LNG density is calculated according to the revised Klosek McKinley method (published in December 1980 in Technical note 1030 – National Bureau of Standards and described in the GIIGNL LNG Custody Transfer Handbook), taking into account:

- the mean temperature of the transferred LNG,
- the LNG mean composition determined during the Loading operations,
- the molar mass of each component as defined in the current standard ISO 6976,
- the molar volume of each component and the correction factors K1 and K2 as described in Technical note 1030 – National Bureau of Standards, published in December 1980.

3 Units and ROUND-OFFS

3.1 Units and round-offs

The calculations and associated round offs are performed in International Units as defined in the standard ISO 8000-1. The calculation methods for the transferred energy and the round-off rules are described in a technical note published on the Operator's website.

The following table shows the round-offs to be applied to the calculation results that are displayed in the certificates (see Paragraph 4.3):

Variable	Unit	Round-off
Volume (except for gross and net LNG)	m ³ (cubic metre)	0.001
Gross and net LNG volume	m ³ (cubic metre)	0.1

LNG and gas return temperature	°C (degree Celsius)	0.1
Pressure in the Vessel's tanks	mbar (millibar)	1
LNG and gas return composition	mole %	0.001
Mass of LNG	Kg (kilogram)	0.1
Mass GCV	MJ/kg (Megajoule per kilogram) or kWh/kg (kilowatt-hour per kilogram)	0.01
Volumetric GCV	MJ/m ³ (Megajoule per cubic metre) or kWh/m ³ (kilowatt-hour per cubic metre)	0.01
Wobbe Index	MJ/m ³ (Megajoule per cubic metre) or kWh/m ³ (kilowatt-hour per cubic metre)	0.01
Density	kg/m ³ (kilogram per cubic metre)	0.1
Quantity of energy returned to the Vessel or to the Terminal Qr	MJ (Megajoule) or kWh (kilowatt-hour)	1
Quantity of energy	MJ (Megajoule) or kWh (kilowatt-hour)	1
Methane Index	Number without unit	1

Any quantity of energy expressed in MWh (Megawatt-hour) is rounded off to three (3) significant decimals according to the rules described below.

Any quantity of energy expressed in kWh (kilowatt-hour) is rounded off to zero (0) significant decimals according to the following rules:

- an insignificant decimal equal to zero (0), one (1), two (2), three (3) or four (4) does not increment the significant decimal;
- an insignificant decimal equal to five (5), six (6), seven (7), eight (8) or nine (9) increments the significant decimal.

In the event of dispute, the quantity of energy expressed in MWh (Megawatt-hour) prevails.

3.2 Unit conversion

A quantity of energy expressed in kWh (kilowatt-hour) at 25 °C (GCV) is converted into a quantity of energy expressed in MWh (Megawatt-hour) at 0 °C GCV by multiplying this quantity of energy by one point zero zero two six (1.0026), in accordance with the recommendations of standard NF ISO 13443, and by dividing the product of this multiplication by one thousand (1,000).

A quantity of energy expressed in MWh (Megawatt-hour) at 0 °C GCV is converted into a quantity of energy expressed in kWh (kilowatt-hour) at 25 °C GCV by multiplying this quantity of energy by one thousand (1,000) and by dividing the product of this multiplication by one point zero zero two six (1.0026), in accordance with the recommendations of standard NF ISO 13443.

A quantity of energy expressed in Wh (Watt-hour) is converted into a quantity of energy expressed in J (joule) by multiplying this quantity of energy by 3,600.

A quantity of energy expressed in Btu (British Thermal Unit) is converted into a quantity of energy expressed in J (joule) by multiplying this quantity of energy by 1,055.056.

3.3 Cargo report and certificates

3.3.1 Cargo Report

After a Loading, a Cargo Report shall be drawn up by the Operator and sent to the Shipper. The Cargo Report consists of a certificate of quality and a certificate of quantity, with the energy quantities expressed at the reference temperature of 0°C.

One single original copy of the Cargo Report is issued by the Operator.

The Cargo Report for the Service shows the methane index, calculated according to the PKI method as described in the normative annex A of standard NF EN ISO 23306 in force.

RAPPORT DE CARGAISON: Certificat de Qualité CARGO REPORT: Certificate of Quality

Date de l'opération / Transfer date : jj/mm/aaaa

Type d'opération / Transfer operation : RECHARGEMENT / Reloading

Nom du navire / Vessel Name : LNG carrier name

Références ELENKY

N° d'escale xxxxx
Ship Call Number

Références Company

N° de cargaison yyyy
Cargo Number

Tous les calculs sont effectués conformément au contrat d'accès aux terminaux exploités par Elengy, dans les conditions de référence suivantes : [PCS à 0°C ; V(0°C ; 101325 Pa)]. All calculations are made according to Elengy-operated LNG terminals access contract, with the following reference conditions: [GHV at 0°C ; V(0°C ; 101325 Pa)].

Analyse / Analysis	GNL / LNG	Gaz retour / Return gas	
Azote / Nitrogen (N_2)	x.xxx	x.xxx	%mol
Méthane / Methane (CH_4)	xx.xxx	xx.xxx	%mol
Ethane / Ethane (C_2H_6)	x.xxx	x.xxx	%mol
Propane / Propane (C_3H_8)	x.xxx	x.xxx	%mol
Iso Butane / Iso-butane (iC_4H_{10})	x.xxx	x.xxx	%mol
Normal butane / n-butane (nC_4H_{10})	x.xxx	x.xxx	%mol
Neo-pentane / Neo-pentane ($neoC_5H_{12}$)	x.xxx	x.xxx	%mol
Iso-pentane / Iso-pentane (iC_5H_{12})	x.xxx	x.xxx	%mol
Normal pentane / n-pentane (nC_5H_{12})	x.xxx	x.xxx	%mol
Hexanes plus / Hexanes plus (C_{6+})	x.xxx	x.xxx	%mol
Dioxyde de carbone / Carbon dioxide (CO_2)	x.xxx	x.xxx	%mol

Impuretés / Trace elements	GNL / LNG	
Sulfure d'hydrogène / Hydrogen sulfide (H_2S)	x.x	mg(S)/m³(n)
Mercaptans / Mercaptans (RSH)	x.x	mg(S)/m³(n)
Oxy sulfure de carbone + Sulfure d'hydrogène ($COS + H_2S$) Carbonyl sulfide + Hydrogen sulfide	x.x	mg(S)/m³(n)
Soufre total (S) / Total sulfur	x.x	mg(S)/m³(n)

Caractéristiques sous forme gaz / Characteristics in gas state [0°C ; 101325 Pa]	GNL / LNG	Gaz retour / Return gas	
PCS massique / GHV (mass)	xx.xx	xx.xx	kWh/kg
PCS volumique / GHV (volumetric)	xx.xx	xx.xx	kWh/m³(n)
PCI volumique / LHV (volumetric)	xx.xx	xx.xx	kWh/m³(n)
Indice de Wobbe / Wobbe index	xx.xx	xx.xx	kWh/m³(n)
Masse volumique / Density	x.xxx	xx.xx	kg/m³(n)
Densité / Relative density	x.xxx	x.xxx	-
Indice de méthane / Methane number (PKI)	xx.x		

Caractéristiques sous forme liquide / Characteristics in liquid state	GNL / LNG	Gaz retour / Return gas	
Température du GNL réel / Real LNG temperature	-xxx.x	-160.0	°C
PCS volumique / GHV (volumetric)	x xxx.xx	x xxx.xx	kWh/m³ _{LNG}
Masse volumique / Density	xxx.x	xxx.x	kg/m³ _{LNG}
Facteur d'expansion / Expansion factor	xxx.x	xxx.x	-

Terminal Méthanier
Fos Cavaou
Route des plages
13270 FOS SUR MER

RAPPORT DE CARGAISON: Certificat de Quantité CARGO REPORT: Certificate of Quantity

Date de l'opération / Transfer date : jj/mm/aaaa
Type d'opération / Transfer operation : **RECHARGEMENT** / Reloading
Nom du navire / Vessel Name : **LNG carrier name**

Références ELENKY		Références Company	
N° d'escale Ship Call Number	xxxxx	N° de cargaison Cargo Number	yyyyy

Tous les calculs sont effectués conformément au contrat d'accès aux terminaux exploités par Elengy, dans les conditions de référence suivantes : [PCS à 0°C ; V(0°C ; 101325 Pa)]. All calculations are made according to Elengy-operated LNG terminals access contract, with the following reference conditions: [GHV at 0°C ; V(0°C ; 101325 Pa)].

Reconnaissance de cargaison / Custody Transfer Measurement

[Données retenues pour l'établissement du bilan net / Data used for calculating the net transferred quantities]

	Avant transfert Before transfer	Après transfert After transfer	
Date et heure / Date and time	jj/mm/aaaa hh:mm	jj/mm/aaaa hh:mm	
Volume GNL / LNG volume	xxx xxx.xxx	xxx xxx.xxx	m ³ _{LNG}
Température moyenne GNL / LNG average temperature		-xxx.x	°C
Température moyenne phase gaz / Vapour phase average temperature	-xxx.x		°C
Pression moyenne phase gaz / Vapour phase average pressure	xxx.x		mbar(abs)
Gaz consommé aux machines du navire Gas consumed by vessel's engines	xx xxx.x	kg (mesuré / measured)	
		m ³ (n) (mesuré / measured)	
		kWh (0,10% de la quantité brute de GNL transféré / 0.10% of gross transferred LNG quantity)	

Bilan net des quantités transférées / Net transferred quantities

	Volume / Volume (m ³ _{LNG})	Energie / Energy (kWh @ 0°C)	Masse / Mass (kg)
GNL transféré brut / Gross transferred LNG	xxx xxx.xxx	x xxx xxx xxx	xxx xxx xxx.x
- Gaz retour / Return gas	xxx.xxx	x xxx xxx	xxx xxx.x
+ Gaz consommé aux machines du navire Gas consumed by vessel's engines	xxx.xxx	x xxx xxx	xxx xxx.x
GNL transféré net / Net transferred LNG	xxx xxx.x	x xxx xxx xxx	xxx xxx xxx.x

ELENGY:

Date / Date :

Nom / Name :

Tampon et signature / Stamp and signature :

Company:

Date / Date :

Nom / Name :

Tampon et signature / Stamp and signature :