



Information Memorandum

**Sale of Micro-Vessel Reloading service
at the Fos Cavaou LNG terminal**

This information memorandum aims to present to the market the framework of the new Small-Scale LNG Vessel Reloading service and the marketing modalities set out by the company Fosmax LNG.

The information contained in this document prevails over any other information published previously by Fosmax LNG in relation to this sale. The French version of the document prevails over the English version.

The capitalised terms have the meanings defined in this information memorandum or, where appropriate, in the Access Contract for the Fos Cavaou LNG Terminal, as currently published on the Fosmax LNG website or in the draft Annex 8 to said Contract. All parties interested in this operation are advised, in their capacity as professional operators, to seek and obtain information on all the elements necessary to adequately assess whether or not it is in their interest to respond to the call for capacity booking.

Fosmax LNG should not be held responsible for the assessment or interpretation, by interested parties, of the information contained in this document.

Information Memorandum
Sale of Small-Scale LNG Vessel Reloading service
at the Fos Cavaou LNG terminal

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Introduction

The Fos Cavaou Terminal can currently accommodate LNG carriers with capacities ranging from 15,000 to 265,000 m³. Because in the coming years the Western Mediterranean will see the development of activities involving Small-Scale LNG Vessels with capacities around 5,000 to 7,500 m³ and following on enquiries from several market actors for access to a reliable and secured Small-Scale LNG Vessel Reloading service for the beginning of the year 2019, Fosmax LNG launched a call for expression of interest in February-March 2017. Several responses were received, confirming strong market interest in this service.

Based on this feedback, Fosmax LNG plans to offer its customers a new Small-Scale LNG Vessel Reloading service dedicated to vessels that are between 5,000m³ and 20,000 m³. Nevertheless, this requires some investment to adapt the current facilities at the Fos Cavaou terminal in order to accommodate this Small-Scale LNG Vessels range and make Reloading operations for these Vessels reliable.

The investment associated with this Small-Scale LNG Vessel Reloading service, as well as the terms of Sale of said service, shall be subject to approval by the CRE which shall issue a decision confirming or striking down the Operator's proposals.

They shall also be subject to a ruling by the CSE (High Council on Energy). If these proposals were amended, Fosmax LNG reserves the right to modify this Information Memorandum or to cancel the Sale. Similarly, prior to the Beginning of the Sale, Fosmax LNG reserves the right to modify this Information Memorandum based on feedback from the various stakeholders.

Fosmax LNG is organising a Sales operation to enable all interested companies to access the aforementioned Small-Scale LNG Vessel Reloading service in transparent and non-discriminatory conditions (hereinafter referred to as 'the Sale').

For this Small-Scale LNG Vessel Reloading service, Fosmax LNG wishes to have medium-term bookings with Slots scheduled annually. The organisation of such a Sale makes it possible to aggregate and arrange customer bookings.

The main stages of this Sale planned by Fosmax LNG are the following:

- preliminary market notification made during Working Group no. 38 of the LNG Concertation held on January 31st 2017;
- a call for expression of interest phase between February 23rd 2017 and March 30th 2017, during which interested companies expressed, in non-binding terms, their needs for Small-Scale LNG Vessel Reloading Slots;
- detailed market notification made during Working Group no. 40 of the LNG Concertation held on May 17th 2017;
- a public consultation issued by the CRE on May 18th 2017 presenting to the market the various terms associated with the Small-Scale LNG Vessel Reloading service;
- detailed market notification available on request beginning on May 31st 2017, in the form of this document. This publication marks the beginning of a period during which interested companies must qualify in order to participate in the Sale;
- a CRE decision expected by the beginning of July 2017;

- an Over-the-counter sale phase between June 26th 2017 and July 21th 2017, during which the qualified companies must submit their binding requests for Small-Scale LNG Vessel Reloading Slots. Further to this period, the Successful Tenderer(s) shall be designated from among the qualified companies. Nevertheless if during the Sale, CRE decision require to Fosmax LNG to modify the hereby Information Memorandum and to publish a new version, all of the Tenderer Qualified Request for Slots Forms send before the publication of the new Information Memorandum will be considered as null and void. Qualified Tenderer shall then send a new Request for Slots Form after the date of publication above;
- once the sale period is over, and that the conditions of the economical test are satisfied, Fosmax LNG shall notify the Qualified Tenderers their final Number of Small-Scale LNG Vessel Reloading Slots allocation. The latter become Successful Tenderer and shall sign the contracts linked to the Sale.

1 THE COMPANY FOSMAX LNG

Fosmax LNG (hereinafter referred to as the 'Seller') is a Société par Actions Simplifiée (simplified joint-stock company) which is 72.5% owned by Elengy, a subsidiary of ENGIE, and 27.5% owned by Total Gaz Electricité Holdings France, a subsidiary of Total. Fosmax LNG is responsible for the marketing of the services supplied by the Fos Cavaou LNG terminal.

The operation of the facilities has been entrusted to Elengy, which has more than 50 years' experience in the design, development, running and maintenance of LNG terminals (Fos-Tonkin and Montoir-de-Bretagne sites).

For more information, please visit the Fosmax LNG website:

<http://www.fosmax-lng.com/>.

2 THE FOS CAVAOU LNG TERMINAL: A KEY LOCATION AT THE LNG CROSSROADS

The Fos Cavaou LNG terminal is one of the most active LNG terminal in Europe. It receives regularly between 4 to 7 Vessels per month, since its commercial start-up in 2010, Vessels of a variety of sizes and from various sources. The Cavaou site is located at Fos-sur-Mer (Bouches-du-Rhône, France) and its many assets make it an industrial facility of the first importance.

- Fos-sur-Mer is located at the crossroads of LNG maritime transport routes and gas pipeline routes. It is a gateway to the natural gas-hungry market of Southern France, and to all of Europe.
- Its location at the entrance of the Fos Ouest harbour enables it to receive the largest LNG carriers in optimal safety conditions.
- Its 80-hectare grounds are spacious enough to double its receiving capacity and meet the needs of the market.

The terminal's annual regasification capacity is currently 8.25 bcm/year. The terminal's storage capacity is 330,000 m³_{LNG} in three tanks. A jetty makes it possible to accommodate all types of LNG carriers with capacity starting at 15,000 m³_{LNG} and ranging up to the biggest methane vessels, Q-max, with capacity of 265,000 m³_{LNG}.

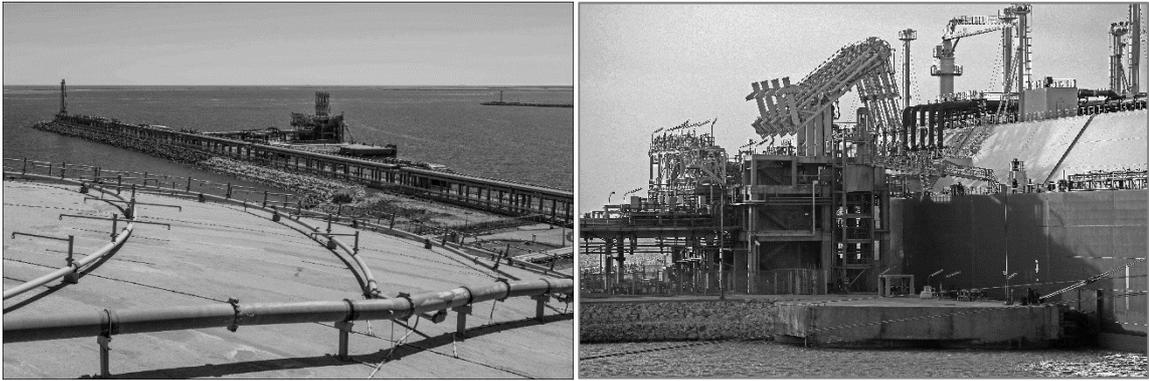
New services are constantly being developed, bringing ever more flexibility to terminal users. All the innovations proposed by Fosmax LNG to the market are aligned to market needs thanks to a regular dialogue organised through the 'LNG Concertation' meetings held under CRE's aegis with all interested companies.

Beginning in 2019, there will be a full merging of the PEG Nord and TRS gas market areas. The Fos Cavaou LNG terminal will thus be the main Mediterranean gateway with access to the deeper and more liquid markets of Northwest Europe.

Since 2012, Fosmax LNG has offered its customers a Reloading service for standard-size methane tankers. This service has proven its reliability and performance to Fosmax LNG customers. More than 30 Reloading operations have been performed since the beginning of this service in 2013.

3 PRODUCT FOR SALE

3.1 TECHNICAL DESCRIPTION OF PROJECT



Photos of the jetty at the Fos Cavaou LNG terminal

To offer the market a regular, reliable service to reload Vessels with capacity ranging from approximately 5,000 m³ to 20,000 m³, Fosmax LNG needs to commit to an initial phase of investments estimated at three (3) million Euro. These investments aim to adapt the existing facilities, and more particularly the terminal jetty. These involve the transfer arms, docking systems and means of boarding the Vessels and accessing the terminal.

- Concerning the adaptation of the transfer arms, the new work package shall enable the connection of Vessels with cross-beams located at a height of at least 13.7 meters above the water surface and a distance of less than 3.5 meters from the hull of the vessel;
- Concerning the docking systems, new hooks shall be positioned on the jetty to accommodate Vessels whose Overall Length is at least approximately 100 meters;
- The boarding systems shall also be modified to take into account the height of the lower bridges of the Small-Scale LNG Vessels;
- At the terminal, the installation of a height-adjustable valve on a second transfer arm shall ensure the reliability of the reloading service, including for large tankers, by creating redundancy on utilized equipments.

The proposed service shall enable Small-Scale LNG Vessel Reloading at a nominal rate of 1,250 m³_{LNG}/h (the rate may be higher under certain conditions). The effective Call in port shall be less than 16 hours for Reloading 7,500 m³.

These technical data are provided for informational purposes. In all cases, the compatibility of the Small-Scale LNG Vessels with the modified terminal shall be subject to approval by Fosmax LNG under the Vessel Certification process.

3.2 PROPOSED SERVICE

The Small-Scale LNG Vessel Reloading service shall be marketed at the Fos Cavaou terminal and operated via the terminal jetty which will have been adapted accordingly. This service is reserved for Vessels whose capacity is less than 20,000 m³_{LNG}.

Fosmax LNG plans to market fifty (50) Slots per year beginning in the year 2019 and through 2030, which corresponds to one Small-Scale LNG Vessel Reloading Slot per Week (7 consecutive days). Each Slot shall give the customer the right to berth its Small-Scale LNG Vessel at the terminal jetty where it may spend a maximum time of 24 hours performing all the commercial operations associated with Reloading.

The Small-Scale LNG Vessel Reloading service shall not have any impact on the activities and rights of customers who book the regasification service.

Access shall be open to everyone; booking regasification capacity at the Fos Cavaou terminal is not a prerequisite for booking this Small-Scale LNG Vessel Reloading service.

3.3 SCHEDULING

Scheduling will be carried out through successive refinements based on the Small-Scale LNG Vessel Annual Schedule.

At each time interval, Fosmax LNG shall propose to the customer a new selection period for a shorter time window, in accordance with the terms below:

- at annual time interval: Fosmax LNG shall establish the annual schedule, having taken into account the annual schedule requests of its various clients without discrimination. The customer shall be informed for each Small-Scale LNG Vessel Reloading of a Week W corresponding to calendar weeks.
- at the weekly time interval: no later than Thursday of week W-1, Fosmax LNG shall examine the customer's request and inform the customer of a three (3) Day window during which the Reloading operation shall occur.
- at the daily time interval: no later than 24 hours before the beginning of the aforementioned three (3) Day window, Fosmax LNG shall inform the customer of the exact Date on which the Reloading operation shall occur.

Fosmax LNG shall make a reasonable effort to accept rescheduling requests (Week modification, three (3) Day window, Reloading Date or Reloaded Quantity) or requests for new bookings of Reloading Slots, based on terminal and jetty availability.

3.4 SERVICE TARIFFS

The tariffs proposed shall fall under the tariff terms of the ATM5 tariff, which is applicable for a period of four (4) years old beginning on April 1st 2017.

Subject to a positive decision handed down by the CRE, the proposed tariff structure is as follows:

Price per Reloading operation = Max. (€50,000; €1.5/MWh (GCV) x Reloaded Quantity)

- for the Reloading of less than approximately 5,000 m³LNG, this will amount to paying solely the fixed term of 50,000€,
- for the Reloading of amounts in excess of the aforementioned threshold, the tariff shall be solely variable and in proportion to €1.5/MWh (GCV) depending on Reloaded Quantity.

Fees associated with port infrastructure and services shall be the responsibility of the Successful Tenderer and shall be studied with the Marseille-Fos Port Authority.

3.5 *POSTPONEMENT CLAUSE*

For Bookings allotted after the Sale, for Slots in the Small-Scale LNG Vessel Annual Schedule in Small-Scale LNG Vessel Years 2019 and 2020 not scheduled or cancelled purely and simply before the Weekly Schedule request, the Shipper shall benefit from postponement to the Small-Scale LNG Vessel years 2020 and 2021.

3.6 *SIGNING A MEMORANDUM OF UNDERSTANDING AND AN ACCESS CONTRACT*

The companies that are awarded capacity in the framework of the Sale ('Successful Tenderer(s)') shall be required to sign the following documents with Fosmax LNG:

- a Memorandum of Understanding regarding the Small-Scale LNG Vessel Reloading service ('Memorandum of Understanding') and,
- an Access Contract to the Fos Cavaou LNG terminal ('Access Contract') or an amendment to their Access Contract resulting in the acceptance of the new conditions of the Small-Scale LNG Vessel Reloading service defined in Annex 8. The latter shall be approved by a CRE decision and after expiration of the Minister in charge of the Energy non-objection notice.

The Qualified Tenderers will have access to the Memorandum of Understanding and the Access Contract, including Annex 8, in their currently available form.

4 PROVISIONS CONCERNING SALE

4.1 QUALIFICATION

4.1.1 GENERAL OVERVIEW OF THE QUALIFICATION PROCEDURE

In order to take part in the Sale, interested companies (hereinafter referred to as 'Tenderers') must qualify by returning by e-mail the attached qualification documents by July 7th 2017, 12:00 pm (Paris time) ('Deadline for Receipt of Requests for Qualification').

In order to take part in the Sale, interested companies do not need to fulfil the performance conditions specified in Article 3 of the General Terms and Conditions. However, should Slots be allotted, these conditions must be fulfilled, except for the authorisation to supply natural gas in France and the reference number of the transmission contract.

4.1.2 DETAILED QUALIFICATION PROCEDURE

In order to take part in the Sale, interested companies shall qualify in accordance with the qualification procedure described in this section.

The following qualification documents are attached in Annex 1:

- Form 1: Request for Qualification
- Form 2: Power of Attorney and KBIS or equivalent
- Form 3: Declarations

Forms 1, 2 and 3 duly completed, initialled and signed, must be sent and received by e-mail at the following address ('Qualification Address'), no later than the Deadline for Receipt of Requests for Qualification, i.e. July 7th 2017 at 12:00 pm (Paris time). Originals of the qualification documents must be received by Fosmax LNG by registered letter with acknowledgment of receipt within seven (7) calendar days:

Fosmax LNG

To the attention of Guillaume Rombaut, Sales Director

11 avenue Michel-Ricard, 92270 Bois-Colombes

sales@fosmax-lng.com

The Seller shall send confirmation of its qualification to all interested companies within a reasonable space of time as of the date of receipt of all the required information and declarations, or shall notify them of its decision to deny qualification. The Seller shall endeavour to ensure that this period does not exceed three (3) working days as of the reception of the above information and declarations.

The companies that are duly qualified to take part in the Sale in accordance with the aforementioned rules are termed 'Qualified Tenderers'.

The Seller may deny qualification to an interested company should the latter not fulfil the conditions for qualification specified in this document. When a request for qualification is denied, the Seller shall supply the grounds for this denial. Where appropriate, the Seller may, as soon as

possible, identify one or more deficiencies in the request, and invite the interested company concerned to make a new application for qualification by the Deadline for Receipt of the Requests for Qualification.

When a request for qualification is accepted, the Seller shall supply the Principal Point of Contact (as identified in Form 2) with a statement confirming that the interested company qualifies as a Qualified Tenderer (using Form 4). Each Qualified Tenderer shall continue to fulfil the conditions for qualification specified in this document. The Seller shall incur no liability further to the qualification of or denial of qualification to a Tenderer.

A Qualified Tenderer may withdraw from the Sale at any time. The Seller must be notified and be in receipt of this decision prior to the Sale Start date. The Seller shall endeavour to send the Qualified Tenderer an acknowledgement of receipt of this notification within three (3) working days of the date of receipt of said notification.

The Qualified Tenderer shall notify the Seller as soon as possible of any change which affects the information supplied in the qualification documents. Such notification shall in all cases be received by the Seller no later than five (5) working days after the change. The Seller shall review this new information and shall be entitled to request any information, documents, commitments or additional changes to the documents already supplied by the Tenderer.

After examining the explanations provided by the Qualified Tenderer concerned, the Seller may at any time withdraw the qualification of the Qualified Tenderer (grounds being supplied), in the event that:

- the Qualified Tenderer fails to comply with the qualification requirements specified in this document, or
- the Qualified Tenderer is no longer qualified to take part in the Sale due to essential changes, which must be notified to the Seller, or
- the Seller learns that the Qualified Tenderer does not fulfil the conditions for qualification and continues not to do so.

Prior to the Sale, all messages to the Qualified Tenderer(s) shall be emailed by the Seller to the address of the Principal Point of Contact. The Seller may also send messages by fax or mail.

4.1.2.1 DELEGATION OF POWERS

To qualify, interested companies must supply a power of attorney valid until September 30th 2017, given to at least one person ('Principal Point of Contact'). This person shall be given the powers specified and listed in Form 2 (attached). The interested company may use the same form to appoint a second person with the same powers ('Second Point of Contact'). This power of attorney must be accompanied by Kbis (or equivalent) of the company concerned.

4.1.2.2 DECLARATION

The corporate officer or person (or one of the persons) with the above power of attorney drawn up in accordance with Form 2 shall sign a declaration in the name of the interested company, using Form 3.

4.1.2.3 RELATED PARTIES

As a draw may be performed as part of the allocation process, Related Parties shall coordinate with each other in order to appoint one of them to act as Qualified Tenderer for the purposes of the 'sell phase' of this Sale.

Should it become known to the Seller that several Related Parties have not complied with the above provision, the Seller shall request that they do so. In the absence of an adequate response prior to the beginning of the Sale, the Seller shall take into consideration only the qualification of the Tenderer which first supplied the Seller with the information required for qualification.

A Party related to another Party is understood to mean a legal entity under the control of that Party, any legal entity which controls that Party, or any entity under the same control as that Party in the meaning of Articles L 233-1 to L 233-4 of the French Commercial Code.

4.2 THE REQUEST FOR SLOTS AND ALLOCATION PROCEDURE

The Slots offered within the framework of the Sale shall be allotted in accordance are non-discriminatory, transparent and based on the relevant good practice rules set out in this section.

1 – Request for Slots:

Each Tenderer Qualified for the Sale in accordance with Paragraph 4.1 is requested to email the Request for Slots Form (reprinted in Annex 2) before the end of the Sale phase, scheduled for July 21st 2017.

A single booking request per qualified company shall be expressed as follows:

For each one-year period beginning on January 7th 2019, the company shall request a Number of Small-Scale LNG Vessel Reloading Slots (NSRMM) and, for informational purposes, the corresponding annual volume.

Nevertheless if during the Sale, CRE decision require to Fosmax LNG to modify the hereby Information Memorandum and to publish a new version, all of the Tenderer Qualified Request for Slots Forms send before the publication of the new Information Memorandum will be considered as null and void. Qualified Tenderer shall then send a new Request for Slots Form after the date of publication above.

2 – Ranking of Requests for Slots

The Seller shall proceed with ranking the Requests for Slots and thus with the pending allotment of NSRMM for each one-year period in accordance with the rules defined in Paragraph 4.2.1.

3 – Allocation of the number of Small-Scale LNG Vessel Reloading Slots:

Upon completion of ranking by the seller, if the Qualified Tenderer is allotted for a least one-year an NSRMM less than the NSRMM requested, he shall be able to accept or decline the allocation within forty-eight (48) hours following notification. If the Qualified Tenderer does not respond beyond the said forty-eight (48) hours, the Seller will notice the Qualified Tenderer tacit agreement.

Subject to the satisfied conditions of the economical test as described in the section 4.3, the Seller shall award definitely to each Qualified Tenderer which sent a Request for Slots a Number of Small-Scale LNG Vessel Reloading Slots for each one-year period. The Qualified Tenderer then becomes a Successful Tenderer.

4.2.1 RULES FOR ALLOCATING THE NUMBER OF SLOTS

Following receipt and validation of the Requests for Slots, the Seller shall rank the requests based on the following ranking criteria, which shall be applied successively and repeated from step 1 after each ranking of a request:

1. Demand with the largest cumulated NSRMM over the period for sale is allocated in priority.
2. In case of equal ranking at step 1, demand with the largest number of Slots for the two first full years (2019-2020) added together is allocated in priority.
3. In case of equal ranking at step 2, demand with the largest number of Slots over the third full year (2021) is allocated in priority.
4. In case of equal ranking at step 3, demand with the largest number of Slots over the fourth full year (2022) is allocated in priority.
5. In case of equal ranking at step 4, demand with the largest number of Slots over the fifth full year (2023) is allocated in priority.
6. In case of equal ranking at step 5, demand with the largest number of Slots over the sixth full year (2024) is allocated in priority.
7. In case of equal ranking at step 6, demand with the largest number of Slots over the seventh full year (2025) is allocated in priority.
8. In case of equal ranking at step 7, demand with the largest number of Slots over the eighth full year (2026) is allocated in priority.
9. In case of equal ranking at step 8, demand with the largest number of Slots over the ninth full year (2027) is allocated in priority.
10. In case of equal ranking at step 9, demand with the largest number of Slots over the tenth full year (2028) is allocated in priority.
11. In case of equal ranking at step 10, demand with the largest number of Slots over the eleventh full year (2029) is allocated in priority.
12. In case of equal ranking at step 11, demand with the largest number of Slots over the twelfth full year (2030) is allocated in priority.

In the event that, following the implementation of the above rules, several Qualified Tenderers have an equal ranking, the Seller shall break the tie by means of a draw under the supervision of a Huissier de Justice (bailiff).

4.3 ECONOMICS TEST AND SELLER DECISION

Subject to the ruling by the CRE on the applicable tariff and the conditions of allocation, the Seller may confirm its decision to invest, if the sum of all the bookings for Reloading Slots from the Qualified Tenderers is greater than sixty Small-Scale LNG Vessel Reloading Slots over a maximum period of five (5) years and if this quantity of Slots is divided more or less equally over the years which comprise this period.

If conditions to a successful economical test are not satisfied, the Sale shall be terminated as a matter of right and all commitments associated with said Sale shall become moot for the Seller and the Qualified Tenderers.

4.4 HANDLING OF NON-ALLOTTED SLOTS

Slots not allotted at the conclusion of this process shall be made available subsequently and allocated to interested companies in accordance with the 'first come, first served' principle, in the event that Fosmax LNG were to decide to invest.

5 CALENDAR

The Sale main steps are the following:

January 31st 2017: Preliminary market information during Working Group no. 38 of the LNG Concertation.

February 23rd 2017: Start of call for expression of interest.

March 30th 2017: End of call for expression of interest.

May 17th 2017: Detailed market information during Working Group no. 40 of the LNG Concertation.

May 18th 2017: Public consultation.

May 31st 2017: Publication of this memorandum.

Beginning of July 2017: CRE decision.

June 26th 2017 at 12:00 pm (Paris time): Start Date of Sale.

July 7th 2017 at 12:00 pm (Paris time): Deadline for Receipt of Qualification Requests.

July 21st 2017 at 12:00 pm (Paris time): Deadline for Receipt of Slots Requests.

July 24th 2017 at 12:00 pm (Paris time): Date of notification of pending allocation results (as defined in Paragraph 4.2).

July 26th 2017 at 12:00 pm (Paris time): Deadline for Qualified Tenderers to respond to the pending allocation notification by Fosmax LNG.

July 27th 2017: Date of notification of results of the definitive allocation.

Annex 1 – Qualification Forms

Form 1 – Request for Qualification

Name of Company:

.....

By e-mail, to the attention of:

Fosmax LNG

Monsieur Guillaume Rombaut

sales@fosmax-lng.com

Date:

Further to the publication of the Information Memorandum by Fosmax LNG concerning the sale of the Small-Scale LNG Vessel Reloading service at the Fos Cavaou LNG terminal, we wish to take part in the 'over-the-counter' Sale phase of this Sale.

To this end, we hereby send you the Power of Attorney and Declarations, as attached to the Information Memorandum, duly completed, initialled and signed.

Name/title:

Company:

Signature:

Enclosed:

- Power of Attorney;

- Declarations;

Form 2: Power of Attorney

I, the undersigned, [First name, LAST NAME]
acting in the capacity of [Position]
representing the company [Company Name]
with its registered offices at [Address of registered offices]

Note: The person named above must be the officer designated by the company Kbis or equivalent.

registered in under number

(hereinafter referred to as 'the Company')

hereby authorise the following Points of Contact:

1. Principal Point of Contact

Name:	.....
Position within the company:	.....
Address:	..... ..... .....
Tel.:	.....
E-mail:	.....
Date and signature:	.....

2. Second Point of Contact

Name:	.....
Position within the company:	.....
Address:	..... ..... .....
Tel.:	.....
E-mail:	.....
Date and signature:	.....

to carry out for and on behalf of the Company, the following actions relating to the Sale of the Small-Scale LNG Vessel Reloading service at the Fos Cavaou LNG Terminal ('the Sale'), organised by Fosmax LNG:

- sign and make all the necessary declarations to qualify as a Qualified Tenderer (including in particular the declarations that must be made in accordance with Form 3);
- submit Requests for Slots and any other documents required for the Sale, and transmit or receive communications concerning the Sale, and where appropriate sign the Memorandum of Understanding for the Small-Scale LNG Vessel Reloading service and sign the Access Contract for the Fos Cavaou LNG Terminal,
- sign and endorse any document, contract or commitment, whatever its nature, which relates to the Sale;
- take, on behalf of the Company, any other measures that are necessary or appropriate for the purposes of the Sale;
- perform all other reasonably necessary actions to fulfil the Company's obligations resulting from the Sale.

The capitalised terms used in this form have the meanings set out in this document or in the Information Memorandum and its annexes and/or in the Memorandum of Understanding and/or in the Access Contract and its annexes.

Done at [Place]

On [Date]

Signature of the guarantor of the Power of Attorney:

In the presence of¹ [Name and position]:

Signature:

1 In certain countries, the signature of a notary may be required.

Form 3 – Declarations²

Sale of Small-Scale LNG Vessel Reloading service at the Fos Cavaou LNG terminal

To: Fosmax LNG

I, the undersigned (*name of one of the persons designated in Form 2*) duly authorised to make declarations concerning the matters described below, accept, confirm and guarantee on behalf of

.....

(the "Company")

The following:

1. The Company is duly incorporated as a company, operates legally in accordance with the law applicable to it and pursues commercial activities;
2. The financial situation of the Company is sound, the Company is capable of paying its debts on time, it is not insolvent and is not in receivership or liquidation;
3. The Company is capable of fulfilling its obligations arising from the Sale, and the fulfilment of said obligations has been duly authorised, where appropriate, by all the decisions required of the Company's decision-making bodies. These obligations (including any subsequent additional clauses) constitute legal, valid, and unconditional obligations for the Company, which apply to it in accordance with the terms of the obligations, except where said application is limited by the applicable legislation concerning bankruptcy, insolvency, reorganisation or any other similar law;
4. The obligations of the Company arising from the Sale are not in conflict with, nor do they infringe or violate, any law applicable to the Company, any provision of its Articles of Association or any applicable decision or judgment of a court or of any other public body, nor do they entail non-compliance with the terms of a contract or agreement to which the Company is party or by which it is bound;
5. The obligations of the Company arising from the Sale do not require the Company to obtain any approval, authorisation, measure, submission or notice from any public body or other competent legal person nor to register with, or notify, any public body or other competent legal person under the provisions of any law, agreement or contract to which the Company is party or by which it is bound; or, as appropriate, that such approvals, authorisations, measures, submissions or notices have been duly obtained, carried out or performed and are fully valid and applicable or will be obtained, carried out or performed within the established time limits;
6. To the Company's best knowledge, no entity in relation to which the Company is a Related Party wishes to qualify or has already qualified as a Qualified Tenderer for the Sale;
7. The Company will comply with the Allocation Rules set out in the Information Memorandum;
8. The Company accepts that all actions carried out by itself or on its behalf in its capacity as Qualified Tenderer should be considered as having been carried out in France;

² To be submitted as a certified document or document duly authenticated by a notary, if required by the legislation of the country where the company is registered.

9. The Company hereby declares to have familiarised itself with the clauses and conditions of the Access Contract for the Fos Cavaou LNG Terminal as published by Fosmax LNG on its website. Should the Company be awarded Small-Scale LNG Vessel Reloading Slots at the conclusion of the Sale, it undertakes to sign a Memorandum of Understanding for the Small-Scale LNG Vessel Reloading service no later than September 15th 2017 and to sign an Access Contract for the Fos Cavaou LNG Terminal, in accordance with these clauses and conditions, at the latest on December 1st 2017, while accepting that the terms of the Access Contract that will be effective from April 1st 2017 are the only ones applicable to the Slots booked by the Successful Tenderer under the Sale;
10. The Company has accepted and endorsed the terms of Form 3 in its own name (and not as an agent, trustee or in any other capacity).
11. The Company fully understands and agrees that the Requests for Slots made during the Sale, as well as any other document drawn up for the purpose of the Sale, are binding and irrevocable. The capitalised terms used in this Form have the meaning attributed to them in this document, in the Information Memorandum and its annexes, in the Access Contract or in the Memorandum of Understanding.
12. The Company hereby undertakes to meet the terms of execution of the Memorandum of Understanding if the Slots are allocated.
13. The Company hereby undertakes to fulfil the conditions of implementation of the Access Contract specified in the General Terms and Conditions for Slot allocation, in accordance with the conditions specified by the Contract.

This Form is governed by, and must be interpreted in accordance with, French legislation.

Name: [<i>must be that of a person designated in Form 2</i>]	Role:
.....
.....

Signature: [must be that of a person designated in Form 2]

.....

Date:

Form 4 – Acceptance of Qualification

A

[First name, LAST NAME of Principal Point of Contact]

[Position of Principal Point of Contact]

[Company Name]

with its registered offices at [Address of registered offices]

registered in under number

Re: Acceptance of your request for participation in the 'over-the-counter' sale phase of the Small-Scale LNG Vessel Reloading service at the Fos Cavaou LNG terminal.

We acknowledge receipt of your Request for Qualification, including all its duly completed annexes, and certify that we have accepted your participation in the Sale as a Qualified Tenderer.

May we draw your attention to the fact that you are under a continuing obligation to fulfil the qualification requirements set out in the Information Memorandum.

Signature

Name.....

Quality

Date.....

Annex 2 – Slot Request Form

Sale of Small-Scale LNG Vessel Reloading service at the Fos Cavaou LNG terminal

Request for Slots

By e-mail at: sales@fosmax-Ing.com

If you have a problem with sending,

please contact me on the following number: +33 (0)1 46 52 36 05

Identification of Qualified Tenderer

Company name:	
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Period for Reception of Requests (Paris dates and times)

Start	June 26 th 2017 12:00 pm	End	July 21 st 2017 12:00
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Year	NSRMM (Booking)	Annual volume reloaded for informational purposes in m ³
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		

I hereby declare that I have authority to submit this Request for Slots in accordance with the Information Memorandum, and undertake to sign a Memorandum of Understanding and an Access Contract, should I be allocated the requested Slots by the Seller.

The terms and expressions used in this document have the meanings specified in the Information Memorandum and/or the Memorandum of Understanding and/or the Access Contract and its annexes.

Identification of the Tenderer's Authorised Representative:

First name:		Time, date and place (Paris time and date):	....., on .....2017, :.....
Name:		Signature:	