

Société du Terminal Méthanier de Fos Cavaou

Information Memorandum

Sale of Access Capacity at the Fos Cavaou Terminal Slot of 1 July 2010



Information Memorandum

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Slot of 1 July 2010

1 Introduction

- 1 Further to the annual scheduling of unloading operations for the year 2010, capacity equivalent to one slot has been made available for booking at the Fos Cavaou LNG terminal, on the primary market.
- 2 Société du Terminal Méthanier de Fos Cavaou (hereinafter referred to as "STMFC" or "the Seller") is organising a sales operation to enable all interested companies to access this capacity in transparent and non-discriminatory conditions (hereinafter referred to as "the Sale").
- 3 This sales operation comprises several stages:
 - a. Preliminary market notification on 17 February concerning the availability of a slot of 1 TWh on 1 July 2010, by means of an advertisement posted on the STMFC website and the dispatching to our subscribers of our newsletter;
 - b. The supply of detailed information to the market further to discussions at the Commission de Régulation de l'Energie (Energy Regulation Commission) concerning the conditions of allocation for this capacity, by means of the publication of this Memorandum on the STMFC website;
 - c. The opening of a 1-week subscription period, during which qualified companies must submit their binding requests;
 - d. Further to this period, the appointment of the company allocated the capacity in accordance with the procedure described in this Memorandum.
- 4 Should no shipper have declared itself to be interested during this sales operation, the capacities shall be made available to the market on the Bulletin Board of the STMFC website on a first-committed, first-served basis.
- 5 This sales operation shall be performed quite independently of the sales operations performed further to the EU Decision of 3 December 2009 (C(2009) 9375 final) making the commitments by GDF SUEZ and its subsidiaries concerning entry capacity transfers at the Fos Cavaou terminal legally binding.

2 Société du Terminal Méthanier de Fos Cavaou

- 6 STMFC is a *Société par Actions Simplifiée* (simplified joint-stock company) which is 71.21% owned by Elengy, a subsidiary of GDF SUEZ, and 28.79% owned by Total Gaz Electricité Holdings France, a subsidiary of Total. STMFC is responsible for steering the

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construction of the Fos Cavaou LNG terminal, and for the commercialisation of the services supplied by the terminal.

- 7 The operation of the facilities is the responsibility of Elengy, which has over 40 years' experience in the design, development, operation and maintenance of LNG terminals with the Fos-Tonkin and Montoir-de-Bretagne sites.
- 8 For further information please consult the STMFC website at <http://www.cavaou-gnl.com/>.

3 The Fos Cavaou LNG terminal: a key location at an LNG crossroads

- 9 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.
 - Its 80-hectare grounds are spacious enough (within an industrial zone) to meet the new industrial-safety regulations.
 - Its location at the entrance of the Fos Ouest harbour enables it to receive the largest LNG carriers in optimal safety conditions.
 - Its Mediterranean location is easily accessible from many natural-gas fields, some of which, especially in Egypt, Saudi Arabia or Qatar, are booming.
 - Fos-sur-Mer is located at the crossroads of LNG maritime transport routes and gas pipeline routes. It is an open door to the natural gas-hungry market of Southern France, and to all of Europe.
- 10 The terminal's annual regasification capacity is 8.25 Gm³/year. However, as of the publication date of this memorandum, this capacity is limited by the conditions described in Chapter 5: the terminal storage capacity is 330,000 m³LNG in three tanks; a jetty will make it possible to receive LNG carriers with a capacity of 60,000 m³LNG and 220,000 m³LNG. These ships will be subject to an approval procedure prior to unloading.

4 Progress

- 11 The construction of the Fos Cavaou LNG terminal is currently at the completion stage. The first LNG carrier entered the terminal on 26 October 2009 for facility cooling. Since then, two carriers have been unloaded each month as part of the start-up testing process.

5 Administrative situation and contractual consequences

- 12 The LNG terminal has "subject to authorisation" environmental-protection status.
- 13 In its decision of 29 June 2009, the Marseille Administrative Tribunal reversed the Prefectoral Decision of 15 December 2003 authorising Gaz de France – the rights of which have now been transferred to Elengy – to build and operate the Fos Cavaou LNG terminal. Annex 1 contains a detailed description of this decision and of the proceedings entered by Elengy further to this decision.
- 14 The Prefect of the Bouches-du-Rhône *département* issued a decision on 6 October 2009 demanding that Elengy regularise the terminal's administrative situation and authorising the continuation of the construction work and commissioning tests on this terminal, as well as the continued cooling of the LNG storage tanks and associated circuits, in accordance with the technical specifications supplied in the decision.

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- 15 According to the above decision, the following technical specifications apply to the facility:
- Gas emission into the network is limited to a maximum of 206 million m³(n)/month;
 - No more than 2 LNG carriers may be received each month (average calculated over a period of 3 months). No more than 3 carriers may be received during any period of 31 consecutive days;
 - The operator shall take the operating measures required to limit flare emissions to the minimum required to ensure the safety of the terminal and the cooling of the facilities further to the commissioning tests.
- 16 In accordance with Article 17 of the general terms and conditions of the Access Contract (hereinafter referred to as the "General Terms and Conditions"), STMFC, acting as a Prudent and Reasonable Operator, has, in a non-discriminatory manner, implemented all actions which enable the service supplied to the Shipper to be adjusted and are required for the implementation of the above decision, by means of operating instructions.
- 17 The capacities offered take these operating instructions into account, and their utilisation is not subject to further limitations subsequent to the Decision of 6 October 2006 and which do not appear in the description of the service supplied in Chapter 6 hereunder.

6 Product for sale

- 18 The capacities are for sale subject to the suspensive condition of the Commercial Commissioning of the Fos Cavaou terminal, the effective date of which (Effective Date of Commercial Commissioning) shall be no later than 1 July 2010, in the form of a slot comprising:
- An Arrival Window corresponding to the gas day¹ on which the ship arrives,
 - The right to unload a ship on a ship-or-pay basis during the window, for a quantity of energy equal to 1 TWh,
 - A Uniform Regasification Service in accordance with the Access Contract for the Fos Cavaou LNG terminal, as published on the STMFC website,
 - Note: Should the company allocated the capacity have a Long-Term Access Contract for the terminal, under which it has subscribed to Continuous Service, it may use Continuous Service for this slot.
- 19 The date of the slot offered is 1 July 2010.
- 20 The Uniform Service is a regasification service which enables the subscriber to send out the energy in the load unloaded at the terminal over a period of 30 days at a constant daily rate.
- 21 With Continuous Service, the subscriber's send-out shall be as regular as possible, depending on the overall unloading schedule at the terminal.
- 22 The tariff for these services is specified by the Decision of 20 October 2009 approving the tariffs for the use of LNG terminals.
- 23 All characteristics of the services, and in particular the characteristics of the LNG unloaded, are described in the Access Contract to the terminal published on the STMFC website (in French):

URL: www.cavaou-gnl.com,

Heading: Offres Commerciales / Téléchargements /

¹ Gas day D is a 24-hour period beginning at 06:00 on Day D and ending at 07:59 on Day D+1

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Le Contrat d'Accès au Terminal Méthanier de Fos Cavaou / General Terms & Conditions

Direct link:

http://www.cavaou-gnl.com/sicsFront/FosCavaou/telechargements/contrat_ATM_FosCavaou_Annexe2_Conditions_Generales.pdf

- 24 To be scheduled at the Fos Cavaou terminal, all ships must undergo the approval procedure described in a document available on the STMFC website:

Heading: Offres Commerciales / Téléchargements /
Accès des navires au terminal de Fos Cavaou

Direct link:

http://www.cavaou-gnl.com/sicsFront/FosCavaou/telechargements/Procedure_scheduling_terminal_Rev1_20080916.pdf

Should the suspensive condition specified above in Paragraph 18 of this chapter not be fulfilled, this Sale shall become void *de jure* and without further formality. Neither the Tenderers nor the Company allocated the capacity may claim any compensation of any kind on these grounds.

7 Provisions concerning requests for capacity and allocation

7.1 Qualification

7.1.1 General overview of the qualification process

- 25 In order to take part in the Sale, interested companies must qualify by faxing back the attached qualification documents on 8 April 2010, 12:00 (Paris time) at the latest.
- 26 In view of the nature of the Sale, no financial guarantee shall be required for qualification. The tenderer allocated the slot shall supply the contractual guarantees specified, in particular by Article 11.1 of the Access Contract.
- 27 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 the capacity be allocated, these conditions must be fulfilled as specified in the Contract.

7.1.2 Detailed qualification process

- 28 In order to take part in the Sale, interested companies shall qualify in accordance with the qualification procedure described in this section.
- 29 The following qualification documents are attached in Annex 2:
- Form 1: Request for Qualification
 - Form 2: Power of Attorney
 - Form 3: Declarations
 - Form 4: Acceptance of Qualification
- 30 Forms 1, 2 and 3, duly completed, initialled and signed, must be sent and received by fax at the following address, at the latest on 8 April 2010, 12:00 (Paris time):

Société du Terminal Méthanier de Fos Cavaou
F.A.O. Benoît Labaune
Fax: 33 (0)1 47 54 34 99

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- 31 To qualify, interested companies must complete a Qualification Form (Form 1 - see attached template).
- 32 To qualify, interested companies must supply a power of attorney valid until 31 May, bearing the company stamp and duly notarised if this is required by the legislation of the country of registration of the interested company, given to at least one person ("Principal Point of Contact"). This person shall be given the powers specified and listed in Form 2 (attached). Interested companies may use the same form to appoint a second person with the same powers ("Second Point of Contact").
- 33 The 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.
- 34 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 for qualification for this Sale.
- 35 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.
- 36 A Party related to another Party (a "Related Party") is 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.
- 37 The Seller shall send confirmation of its qualification to all interested parties within a reasonable space of time as of the reception of all the required information, declarations and guarantees, 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, declarations and guarantees.
- 38 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. At its sole discretion, the Seller may identify one or more deficiencies in the request, and request that an interested company make a new application for qualification. In this case, the Seller shall set a deadline for the reception of this new request.
- 39 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 Tenderer (using Form 4). Each Tenderer thus qualified shall continue to fulfil the conditions for qualification specified in this document. The Seller shall incur no liability further the qualification of or denial of qualification to a Tenderer.
- 40 A Tenderer may withdraw from the Sale at any time. The Seller must be notified of and be in receipt of this decision prior to the beginning of the Sale. The Seller shall endeavour to send the Tenderer an acknowledgement of receipt of this notification within three (3) working days of the receipt of this notification.
- 41 The 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 at the latest five (5) working days as of 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.
- 42 The Seller may at any time withdraw the qualification of a Tenderer (grounds being supplied), should:
 - i. The Tenderer fail to comply with the qualification requirements specified in this document,

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- ii. The Tenderer no longer be qualified to take part in the Sale due to essential changes, which must be notified to the Seller,
 - iii. The Seller learn that the Tenderer does not fulfil the conditions for qualification and continues not to do so.
- 43 Prior to the Sale, all messages to the Tenderers 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.
- 44 Companies duly qualified for the Sale in accordance with the above provisions shall be known as Qualified Tenderers.

7.2 Request and allocation process

- 45 Each Tenderer duly qualified for the Sale in accordance with Paragraph 7.1 shall be requested to fax the Request for Capacity Form (in Annex 4) between 8 April 2010 and 15 April 2010.
- 46 As of 15 April 2010, STMFC shall appoint the company allocated the slot by means of a draw under the supervision of a *Huissier de Justice* (bailiff).
- 47 At the latest 5 working days after 15 April 2010, STMFC shall notify the Successful Tenderer of the allocation of the slot.
- 48 Should no requests be made for the slot, its availability shall be mentioned on the Bulletin Board of the STMFC website for subscription on a first-committed-first-served basis.

8 Contractualisation

Signature of the Access Contract

- 49 Further to the draw, the company allocated the slot shall sign an Access Contract to the Fos Cavaou LNG terminal under the suspensive condition specified in Chapter 6 above, within twenty (20) working days as of the closure of the Sale. This signature may not take place later than 21 May 2010.
- 50 The Contract shall be drawn up in accordance with the documents published on the STMFC website under heading "Offre Commerciale", sub-heading "Téléchargement":

<http://www.cavaou-gnl.com/>.

Lien direct :

http://www.cavaou-gnl.com/sicsFront/FosCavaou/fr/OFFRES_COMMERCIALES/TELECHARGEMENTS/telechargements.html

- 51 The Shipper's Access Contract comprises ten (10) Annexes, including in particular:
- A "Specific Conditions" annex comprising characteristics of the subscription and a model of which is supplied in Annex 3 of the present Memorandum,
 - and a "General Terms and Conditions" annex.
- 52 As of the date of signature of the Access Contract, the company allocated the slot becomes a Shipper in the sense of the General Terms and Conditions of this Contract.

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Taking into account of the allocated slot in the Contract

- 53 The allocated slot shall be mentioned in the "Specific Conditions" annex of the Access Contract. The slot is characterised by a date for the Arrival Window, a Contractual Unloading Number (NDC) of one (1), as well as a Contractually Unloaded Quantity (QDC) of 1 TWh.
- 54 Should this be requested by the Shipper, STMFC shall schedule an Unloaded Quantity equal to the QDC for the Arrival Window as specified in the Specific Conditions.
- 55 STMFC is not obliged to schedule Unloading on a date other than the Arrival Window specified in the Specific Conditions of the said Contract.
- 56 STMFC is not obliged to schedule an Unloaded Quantity greater than the QDC for a specific Arrival Window.
- 57 The purpose of the QDC is in particular to define the minimum payment obligation of the Shipper specified in Paragraph 10.2 of the General Terms and Conditions.

Duration of the Contract

- 58 The duration of a Shipper's Access Contract corresponds to the period between the Start Date of the Service and the End Date of the Access Contract defined in accordance with the Specific Conditions of the said Contract, such as:
 - Start Date: The latest of the two following dates:
 - The Arrival Window
 - The effective Commercial Commissioning date of the Fos Cavaou terminal
 - End Date: the end of the calendar month which includes the Arrival Window.
- 59 If the Start Date is later than the Arrival Window allocated to a Shipper, the Shipper and STMFC shall be released from their contractual obligations relating to this Arrival Window, and the contractual QDC and NDC shall be decreased respectively by the QDC and the NDC for that Window.

Service Type

- 60 In accordance with the General Terms and Conditions of the Access Contract to the Fos Cavaou terminal, and with the current contractual provisions, the company allocated the slot further to the draw shall be offered the Uniform Service. Should this company already have a Long Term Continuous Service Contract for the terminal, it shall be offered Continuous Service. These services are defined within the scope of the Decision of 20 October 2009 approving user tariffs for LNG terminals (French Official Journal No. 0262 of 11 November 2009).

9 Calendar

- 61 The next stages of the operation are as follows:
 - 8 April 2010 12:00: Deadline for the reception of the Requests for Qualification and the Start of the Sale.
 - 15 April 2010 12:00: Deadline for the reception of Requests for Subscription.
 - 22 April 2010: Date of publication of the results of the allocation process.
 - 21 May 2010: Deadline for the signature of the Access Contract.

Annex 1 – Administrative situation of the terminal

Subject: Information concerning the decision by the Marseille Administrative Tribunal of 29 June 2009 and the Decision concerning the operation of the Fos Cavaou LNG terminal

In its decision of 29 June 2009, the Marseille Administrative Tribunal reversed the Prefectoral Decision of 15 December 2003 authorising Gaz de France – the rights of which have now been transferred to Elengy – to build and operate the Fos Cavaou LNG terminal.

This decision was issued further to two petitions lodged, one by non-profit association ADPLGF (Association de Défense et de Protection du Littoral du Golfe de Fos-sur-Mer) on 13 February 2004, and the other by a private citizen, Mr. Meunier, on 14 June 2004, both for the reversal of the above Prefectoral Decision. These cases were joined.

Elengy lodged an appeal on 9 July 2009 against the decision of the Administrative Tribunal with the Marseille Administrative Court of Appeal. The appeal did not suspend the application of this decision.

In consideration of the fact that the construction and operation of the Fos Cavaou LNG terminal is in the public interest, especially in connection with security of gas supply in France as well as the need to respond to market demand, Elengy, on 6 July 2009, requested of the Prefect of the Bouches-du-Rhône *département* a temporary permit to continue the portion of the construction work subject to authorisation (in particular the gas testing of the terminal) and to operate the terminal until the completion of the regularisation procedure. The other construction activities not concerned by the revocation of the permit continued normally.

By means of a Decision dated 6 October 2009, the Prefect of the Bouches-du-Rhône *département* authorised the continuance of the construction work and commissioning tests on the terminal, as well as the cooling of the storage tanks and associated LNG circuits until the completion of the administrative regularisation procedure for the terminal, in accordance with the technical specifications included in this Decision, i.e.:

Gas emission into the network is limited to a maximum of 206 million m³(n)/month;

No more than 2 LNG carriers may be received each month (average calculated over a period of 3 months). No more than 3 carriers may be received during any period of 31 consecutive days;

The operator shall take the operating measures required to limit flare emissions to the minimum required to ensure the safety of the terminal and the cooling of the facilities further to the commissioning tests.

In accordance with the provisions of the Prefectoral Decree of 6 October 2009, Elengy has, for several months, been preparing a new application for an operating permit, which will be submitted at the latest at the end of June 2010. The public investigation should take place during Q4 of 2010. In view of the legal waiting times and practices relating to such facilities, the review period for the operating permit application should be approximately 18 months.

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Annex 2 – Qualification Forms

Form 1 – Request for Qualification

Name of Company:

.....

By fax, for the attention of:

Société du Terminal Méthanier de Fos Cavaou
Mr. Benoît Labaune
Fax: 33 (0)1 47 54 34 99

Date:.....

Further to the publication of the Information Memorandum by Société du Terminal Méthanier de Fos Cavaou concerning the sale of access capacity to the Fos Cavaou terminal for the slot dated 1 July 2010, we wish to take part in 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

Société du Terminal Méthanier de Fos Cavaou

Date and signature:

to carry out for and on behalf of the Company, the following actions relating to the Sale of Access Capacity at the Fos Cavaou Terminal for the slot of 1 July 2010 ("The Sale") organised by Société du Terminal Méthanier de Fos Cavaou:

- 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 a Subscription Request and any other documents required for the Sale, and transmit or receive communications concerning the Sale of Access Capacity at the Fos Cavaou Terminal and, where appropriate, sign the Access Contract;
- sign and endorse any document, contract or commitment, whatever its nature, which relates to the Sale of Access Capacity at the Fos Cavaou Terminal;
- 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/or in the Access Contract and its annexes:

Done at:
(Place)
.....

On:
(Date):
.....

Signature of the grantor of the
Power of Attorney:

In the presence of³:
(Name and position):
.....

Signature:

³ In certain countries, the signature of a notary may be required.

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Form 3 – Declarations

To: Société du Terminal Méthanier de Fos Cavaou

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 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 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, where required, 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 in the Information Memorandum;
9. 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;

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10. The Company hereby declares to have familiarised itself with the clauses and conditions relating to the Access Contract at the Fos Cavaou LNG Terminal as published by Société du Terminal Méthanier de Fos Cavaou on its website, as well as with the Specific Conditions attached to the Information Memorandum. Should the Company be allocated capacities following the Sale, it agrees to be bound by the said clauses and conditions. Furthermore, the Company undertakes to sign an Access Contract for the Fos Cavaou LNG Terminal, in accordance with these clauses and conditions, within twenty (20) Working Days of the closure of the Sale;

11. 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).

12. The Company fully understands and agrees that the Requests made during the Sale are binding and irrevocable. The capitalised terms used in this Model Form have the meaning attributed to them in this document, the Information Memorandum and its annexes, or the Access Contract.

13. Conditions of implementation of the Access Contract at the Fos Cavaou LNG Terminal: the Company shall fulfil the conditions of implementation of the Access Contract specified in Article 3 of the General Terms and Conditions for capacity allocation, in the conditions specified by the Contract.

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

Name: (must be that of a person designated in Form 2)	Position:
.....

Signature: (must be that of a person designated in Form 2)

.....

Date:

Form 4 – Acceptance of Qualification

To

(First name, LAST NAME of Principal Point of Contact)

.....

(Position of Principal Point of Contact)

(Company Name)

with its registered office at (Address of registered office)

.....

.....

.....

.....

registered in:

under the number

Re: Acceptance of your Request for Participation in the Sale of Access Capacity at the Fos Cavaou LNG Terminal – Slot of 1 July 2010

We acknowledge receipt of all duly completed documents required for your qualification, and certify that we have accepted your Request for Qualification and participation in the Special Marketing Process, as a Qualified Tenderer.

We draw your attention to the fact that you are under a continuing obligation to fulfil the qualification requirements set out in the Information Memorandum⁴.

Signature (for and on behalf of Société du Terminal Méthanier de Fos Cavaou)

Name:

Date:

⁴ The capitalised terms used in this Form have the meanings attributed to them in the Information Memorandum and its annexes. This form is governed by, and must be interpreted in accordance with, French legislation.

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Annex 3 – Specific Conditions

Annex 1*
SPECIFIC CONDITIONS

* For illustration purposes, example of Annex 1 to the Access Contract for the Fos Cavaou LNG Terminal as it must be signed by the company allocated the slot during the Sale.

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Suspensive condition

This Access Contract is signed under the suspensive condition of the Commercial Commissioning of the Fos Cavaou LNG Terminal, the effective date of which (Effective Date of Commercial Commissioning) shall be no later than 1 July 2010.

Should the suspensive condition not be fulfilled, this Sale shall become void *de jure* and without any formality. Neither the Tenderers nor the Company allocated the capacity may claim any compensation of any kind on these grounds.

1. Unloading Conditions

Unloading Port	Port Autonome de Marseille (PAM)
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2. Start and End Dates of Service

Start Date	The latest of the following two dates: <ul style="list-style-type: none">▪ The date of the Arrival Window specified in Article 4.1▪ The Effective Commercial Commissioning Date
End Date	The end of the calendar month which includes the Arrival Window specified in Article 4.1

Note: If the Start Date is later than the Arrival Window allocated to a Shipper, the Shipper and STMFC shall be released from their contractual obligations relating to this Arrival Window.

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3. Addresses

Operator's representatives	Shipper's representatives
<p>Société du Terminal Méthanier de Fos Cavaou (« STMFC »)</p> <p><u>Company headquarters:</u> 2, rue Curnonsky 75017 PARIS</p> <p><u>Correspondence address:</u> 22, rue Marius AUFAN 92300 Levallois Perret</p> <ul style="list-style-type: none"> • <u>Agreement Signatory:</u> Thierry TROUVE Chairman of STMFC 2, rue Curnonsky 75017 Paris Phone: + 33 (0) 1 47 54 34 52 E-Mail: gnlcavaou@cavaou-gnl.com • <u>Representatives:</u> <ul style="list-style-type: none"> ➤ <u>commercial:</u> Benoît Labaune Sales Manager 22, rue Marius AUFAN 92300 LEVALLOIS PERRET Phone: + 33 (0) 1 47 54 73 96 Fax: + 33 (0) 1 47 54 34 99 E-Mail: gnlcavaou@cavaou-gnl.com ➤ <u>operational:</u> [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] Phone: + (0) [TO BE COMPLETED] Fax: + (0) [TO BE COMPLETED] E-Mail: [TO BE COMPLETED] ➤ <u>invoice:</u> [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] Phone: + (0) [TO BE COMPLETED] Fax: + (0) [TO BE COMPLETED] E-Mail: [TO BE COMPLETED] 	<p>[TO BE COMPLETED]</p> <ul style="list-style-type: none"> • <u>Agreement Signatory:</u> [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] Phone: + (0) [TO BE COMPLETED] Fax: + (0) [TO BE COMPLETED] E-Mail: [TO BE COMPLETED] • <u>Representatives:</u> <ul style="list-style-type: none"> ➤ <u>commercial:</u> [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] Phone: + (0) [TO BE COMPLETED] Fax: + (0) [TO BE COMPLETED] E-Mail: [TO BE COMPLETED] ➤ <u>operational:</u> [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] Phone: + (0) [TO BE COMPLETED] Fax: + (0) [TO BE COMPLETED] E-Mail: [TO BE COMPLETED] ➤ <u>invoice:</u> [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] [TO BE COMPLETED] Phone: + (0) [TO BE COMPLETED] Fax: + (0) [TO BE COMPLETED] E-Mail: [TO BE COMPLETED]

Société du Terminal Méthanier de Fos Cavaou

4. Subscription

4.1 Arrival Window and NDC

The Contractual Unloading Number (NDC) is 1, for unloading during the Arrival Window of 1 July 2010.

4.2 Contractual Unloaded Quantity (QDC)

The Contractual Unloaded Quantity is 1 TWh.

5. Stock Transfer

The Shipper subscribes (does not subscribe)⁵ to Stock Transfer.

6. Minimum obligatory payment by Shipper

As an exception to Paragraph 2 of Article 10.2 of the General Terms and Conditions of the Access Contract, GTM may invoice for a given Month of a given Year the amount corresponding to the Shipper's minimum obligatory payment for the year under consideration, divided by the number of months covered by the subscription for the year under consideration, while deducting the amounts in excess of the minimum payment for the previous months.

⁵ The Shipper may subscribe to Stock Transfer at any time, in particular at the time of signature of the contract.

Société du Terminal Méthanier de Fos Cavaou

Annex 4 – Capacity Request Form

Sale of Access Capacity at the Fos Cavaou Terminal Request for Capacity

By fax, for the attention of: +33 (0)1 47 54 34 99

If you have problems sending your fax, please call

this number: +33 (0)1 47 54 73 96

Identification of Qualified Tenderer

Company Name:

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Period for Reception of Requests (Paris dates and times)

Start	8 April 2010 12:00	End	15 April 2010 12:00
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Arrival Window	Request for Window*
1 July 2010	

* enter,

- the figure 1 if you wish to be allocated this window;

- the figure 0 or nothing at all is you do not wish to be allocated this window.

I hereby declared that I have authority to submit this Request in accordance with the information Memorandum, and undertake to sign an Access Contract under the suspensive condition specified in Chapter 6 of the Information Memorandum, should I be allocated the requested Arrival Window by the Seller.

The terms and expressions used in this document have the meanings specified in the Information Memorandum 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):,2010
Surname:		Signature:	