



Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal

Memorandum of Information

Version 2018-1 of 19 February, 2018

The present document and its Annexes ("Memorandum of Information"), confidential, are intended to present the commercialization procedure for regasification capacities that must be made available to the market by ENGIE at the Fos Cavaou terminal ("Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal") pursuant to Decision of the European Commission "C (2009) 9375 final" of December 3, 2009.

The terms used have the meaning given to them in this Memorandum of Information.

Persons interested in this operation are invited to inform themselves and to do the research necessary, in their professional capacity, to determine whether they are interested in participating in the Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal.

ENGIE cannot be held liable for the assessment and interpretation to be made by interested persons of information contained in this document. No representation or warranty, whether express or implied, is given or expressed by ENGIE for the accuracy and completeness of the information in this document.

Summary

1	Glossary	4
2	Introduction	8
3	Capacities at the Fos Cavaou terminal and downstream of the terminal	8
3.1	Access Capacities at the Fos Cavaou terminal	8
3.2	Transport capacities downstream of the Fos Cavaou terminal	9
4	Punctual Commercialization Procedure for Batches	9
4.1	Description of Batches	10
4.2	Qualification procedure for the Punctual Operation for Batches	10
4.2.1	Power of Attorney	11
4.2.2	Company Statements	11
4.2.3	Guarantee	12
4.3	Process of allocation within the framework of the Punctual Operation for Batches	12
4.3.1	Related Parties	13
4.3.2	Submission of a Request for Allocation	13
4.3.3	Management of Requests for Allocation	13
4.3.4	Selection Criteria	14
4.3.5	Allocation	15
4.3.6	Information on Qualified Subscribers after Allocation	16
4.4	Additional Information and Timetable	16
5	Commercialization Procedure for Additional Capacities	17

1 Glossary

The following terms are defined as follows both in the singular and the plural. Capitalized terms not defined in the following table have the meaning given to them in the Memorandum of Information or, where appropriate, in the Access Contract, as published on the website of Fosmax LNG.

Access Contract	Access Contract as defined by Fosmax LNG
Additional Capacities	capacities corresponding to 0.175 bcm/year of access capacities at the Fos Cavaou LNG terminal that ENGIE has committed to make available to third party shippers in accordance with the Decision
Address of Qualification	mailing address to which the Request for Qualification should be sent: Mme Monique POULIN ENGIE Global LNG Head of Purchasing 1, place Samuel de Champlain Faubourg de l'Arche 92930 Paris La Défense Cedex France
Address of Submission	mailing address to which the Request for Allocation should be sent: Procédure Fos Cavaou ADVOLIS à l'attention de M. Antoni Vassileff Square de Meeûs 37 B-1000 Bruxelles Belgique
Allocation Rules	process of allocating Batches to Assignees as outlined in Annex 3
Assignee	Qualified Subscriber, having been assigned at least one Batch
Batch	regasification capacity of 1 bcm/year on the LNG terminal at Fos Cavaou, i.e. approximately 12 slots for unloading allocated on a regular basis over the year, beginning on January 1, 2019 and ending on March 31, 2030 combined with a Basic Service as defined in the Deliberation dated 18 January 2017, forming a part of the capacities that ENGIE is committed to make available again to third party shippers pursuant to the Decision '''
Basic Service	Continuous emission service as defined by the Deliberation dated 18 January 2017
Commercialization Procedure for Additional Capacities	procedure described in section 5 of this present Memorandum of Information for the transfer of capacities relating to the Operation for the Commercialization of Additional Capacities
Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal	procedure described in this Memorandum of Information for the transfer of capacities that ENGIE has committed to

	make available to the market at the Fos Cavaou terminal within the framework of the Commitments
Commercial Start	date of commercial start of the Fos Cavaou LNG terminal, that is April 1, 2010
Commitments	commitment made by ENGIE and its subsidiaries forming the subject of the Decision
Company Statements	commitments under Form 3 of Annex 1 made by the Subscriber
CRE	the French Energy Regulatory Commission [<i>Commission de Régulation de l'Énergie</i>]
Decision	decision of the European Commission "C (2009) 9375 final"
Deliberation dated 18 January 2017	deliberation of the French Energy Regulatory Commission (CRE) deciding on the tariff for the use of regulated LNG terminals
ENGIE	ENGIE S.A.
General Terms and Conditions	terms of Fosmax LNG Access Contract
Group of Related Parties	any group composed of all the Qualified Subscribers who are among themselves Related Parties
Guarantee	guarantee that must be submitted by all Subscribers to be qualified in accordance with Clause 4.2.3. of the Memorandum of Information
Independent Submission Guarantee	bank guarantee
List of Qualified Subscribers	in the Allocation Rules at a given time in the allocation process, list of Qualified Subscribers linked to the List of Requests for a Batch
List of Requests for a Batch	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch resulting from Valid Requests not yet assigned
List of Requests for a Batch by Lottery	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch selected for the drawing of lots
LS List	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch, satisfying a given minimum number of selection criteria (ii) to (iv), and not satisfying criterion (i)
LSC List	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch satisfying a given minimum number of selection criteria (ii) to (iv), and for a Submitted Duration less than the Maximal Duration
LSC1 List	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch satisfying 2 of selection criteria (ii) to (iv), and for a Submitted Duration less than the Maximal Duration
L1 List	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch satisfying all selection criteria (i) to (iv)

L2 List	in the Allocation Rules at a given time in the allocation process, list of Requests for a Batch satisfying selection criteria (i) and not satisfying all of criteria (ii) to (iv)
Maximal Duration	maximal duration associated with a Batch, defined as the period starting on January 1, 2019 and ending on March 31, 2030
Memorandum of Information	this document and its Annexes
Name of the Group of Related Parties	unique name given to a Group of Related Parties to identify the body of Qualified Subscribers of that Group of Related Parties
Non Valid Request	in the Allocation Rules at a point in the process of allocation, request for allocation rejected and not taken into account later in the allocation process
N1 Number	in the Allocation Rules at a given time in the allocation process, number of Requests for a Batch from an L1 List
N2 Number	in the Allocation Rules at a given time in the allocation process, number of Requests for a Batch from an L2 List
NS Number	in the Allocation Rules at a given time in the allocation process, number of Requests for a Batch from an LS List
NSC Number	in the Allocation Rules at a given time in the allocation process, number of Requests for a Batch from an LSC List
NSC1 Number	in the Allocation Rules at a given time in the allocation process, number of Requests for a Batch from an LSC1 List
Operation for the Commercialization of Additional Capacities	operation of making Additional Capacities available to the market.
Power of Attorney	power of Attorney in favour of at least one person representing the Subscriber and giving that person the powers set forth and described in Form 2 of Annex 1
Punctual Commercialization Procedure for Batches	procedure described in this Memorandum of Information for transferring capacities relating to the Punctual Operation for Batches
Punctual Operation for Batches	punctual operation of making 2 Batches available, described herein
Qualification Deadline	final date for receipt of the qualification documents by ENGIE, set for 4 May 2018 at 17:00 Paris time
Qualified Subscriber	Subscriber who has submitted a Request for Qualification that fulfills the qualification conditions described in section 4.2 of the present Memorandum of Information
Related Parties	in relation to a given party, any other legal person or corporate body which is under the control of said party, any other legal person or corporate body which controls said party, or any other legal person or corporate body which is under the same control as said party, within the meaning given to these terms in Articles L 233-1 to L 233-4 of the French Commercial Code
Request for a Batch	part of a Request for Allocation relating to one of the two Batches that may be specified in a Request for Allocation
Request for Allocation	request for allocation of capacities which is submitted by a Qualified Subscriber on the basis of Form I of Annex 2 and

	in accordance with the Memorandum of Information and the Allocation Rules
Request for Qualification	request for qualification submitted by a Subscriber in accordance with the Forms 1, 2, 3 and where applicable 4, of Annex 1
Selection Number	in the Allocation Rules at a given time in the allocation process, given number of calendar years constituting a Submitted Duration or given number of selection criteria satisfied among selection criteria (ii) to (iv)
Specific Conditions	specific conditions of Fosmax LNG Access Contract
Fosmax LNG	Company owning the Fos Cavaou LNG Terminal
Submission Deadline	final date for receipt of Requests for Allocation by the Trustee, set for 18 Mai 2018 at 17:00 Paris time
Submitted Duration	duration of the capacities requested by a Qualified Subscriber, independently for 1 or 2 Batches, and specified in the Request for Allocation. The duration requested is equal to either the Maximal Duration or to a whole number of calendar years between 1 and 11
Subscriber	interested party who wishes to subscribe to proposed regasification capacities within the framework of the Punctual Operation for Batches
Trustee	Trustee within the meaning given in the Commitments
Valid Request	in the Allocation Rules at a given point in the allocation process, validated Request for Allocation to be taken into account later in the allocation process

2 Introduction

Under the COMP/39.316 procedure, the European Commission adopted on December 3, 2009 Decision "C (2009) 9375 final" (the "Decision") making obligations undertaken by ENGIE and its subsidiaries (the "Commitments") legally binding¹.

As part of the Commitments, ENGIE is mainly committed to making available to the market 2.175 bcm/year regasification capacities at the Fos Cavaou terminal from January 1, 2011:

- 2 bcm/year as of January 1, 2011 and until 20 years after the date of the Commercial Start of the terminal.
- 0.175 bcm/year ("Additional Capacities") as of 1 January 2011 for as long as the supply of the capacity allocated under the decision of the CRE of 16 May 2007 remains less than 1 bcm/year, and within the limit of until 20 years after the date of the Commercial Start of the terminal and on a coordinated manner with the commercialization of these capacities according to the decision of the CRE dated 26 January 2017.

The Commitments aim to make two types of capacities available at the Fos Cavaou terminal by ENGIE. Two separate operations for making these available are implemented in the framework of this new Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal:

- First, a Punctual Commercialization Procedure for Batches, under which ENGIE proposes to transfer 2 batches of 1bcm/year of capacities each starting from January 1, 2019 up to March 31, 2030.

This is the Punctual Operation for Batches which consists of selling one or two Batches of capacity.

As part of the Punctual Operation for Batches, duly qualified shippers are invited to submit Requests for Allocation. These Requests for Allocation will be processed in accordance with the rules for allocation ("Allocation Rules") reproduced in Annex 3 and the principles thereof are described in Section 4.3.5.

- Second, a Commercialization Procedure for Additional Capacities, in which ENGIE intends to make available to the market a regasification capacity of 0.175 bcm/year combined with approximately two unloadings per year (the "Additional Capacities") from January 1, 2018 up to March 31, 2030.

This is all about the Operation for the Commercialization of Additional Capacities, which consists of making Additional Capacities available to the market.

A presentation in presence of the CRE and the Trustee of the methods proposed for the Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal has been proposed to the market and will be, if requested, subject to dialogue with the market.

The information contained in this document takes precedence over any information previously published or communicated by ENGIE and that is related to the Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal. The French version takes precedence over the English version.

3 Capacities at the Fos Cavaou terminal and downstream of the terminal

3.1 Access Capacities at the Fos Cavaou terminal

Parties who are allocated regasification capacities within the framework of the Commercialization Procedure for Capacities at the Fos Cavaou LNG Terminal shall be obliged to conclude with Fosmax LNG a contract for access ("Access Contract") to the Fos Cavaou LNG terminal established pursuant to general and specific conditions of access ("General Conditions" and "Specific Conditions"), which are available on Fosmax LNG website.

The Access Contract will include a "ship or pay" clause and yearly and monthly planning for, and intra-monthly reassignment of the shipments, in accordance with the General Conditions.



The General and Specific Conditions for access to Fosmax LNG terminal are available on the website by clicking the following link:

<https://www.fosmax-lng.com/en/our-services/contract-and-regasification-capacity/the-lng-terminal-access-contract.html>

Setting tariffs

Article L.452-2 of the French Energy Code specifies that CRE stipulates the methodologies to be used for establishing the tariffs for use of liquefied natural gas (LNG) facilities. In addition, article L.452-3 states that "The Energy Regulatory Commission (CRE) debates and decides on tariff developments [...] with, where appropriate, modifications to tariff levels and structures which it deems justified following, notably, an analysis of the operators' accounts and any expected changes in operating costs or investment levels. [...] The Energy Regulatory Commission submits to the appropriate ministries concerned with energy and the economy its reasoned recommendations concerning evolutions in the level and structure of tariffs for using the natural gas transmission network, for using the natural gas distribution network, and for the use of liquefied natural gas facilities, [...] as well as tariff rules and their dates of entry into force. These deliberations are published in the 'Journal officiel de la République française' (Official Journal of the French Republic)."

The Deliberation of CRE dated 18 January 2017 defines the methodology and sets the tariffs for the use of regulated LNG terminals, that will enter into force on 1 April 2017 for approximately four years. This Deliberation includes a revision clause for tariffs, to take place on 1 April 2019.

3.2 Transport capacities downstream of the Fos Cavaou terminal

The deliberation of CRE dated 15 December 2016 deciding on the tariffs for the use of natural gas transmission networks states that "*The holding of regasification capacity confers the right and obligation to book the corresponding entry capacity on the transmission network for same duration and level.*"

GRTgaz provides dispositions for the automatic allocation of daily entry capacities at the Fos PITTM to shippers holding regasification capacities at the terminal (see Section B Article 5 of GRTgaz Transmission Contract).

For more information on GRTgaz transmission network, interested parties are invited to visit GRTgaz website:

<http://www.grtgaz.com>

For information on setting tariffs for the use of GRTgaz transmission network, interested parties are invited to visit CRE website:

<http://www.cre.fr>

4 Punctual Commercialization Procedure for Batches

Interested parties who wish to subscribe for regasification capacities proposed under this Punctual Operation for Batches and (the "Subscribers") are invited to follow the process established for the Punctual Operation for Batches described below.

This process includes 2 successive phases:

1. Qualification of Subscribers;
2. Allocation of Capacities:
 - Submission of Requests for Allocation by the Qualified Subscribers;



- Allocation of capacities of the two Batches to the Requests for Allocation;
- Allocation of capacities to the Qualified Subscribers.

4.1 Description of Batches

As part of the Punctual Commercialization Operation for Batches, ENGIE proposes to transfer two separate Batches of capacities, each of these Batches are defined as regasification capacities:

- of 1 bcm/year each at the Fos Cavaou terminal;
- associated with 12 slots for unloadings per year, distributed regularly over a year;
- associated with a Basic Service as defined in the Deliberation dated 18 January 2017;
- starting on January 1, 2019, and
- ending no later than 20 years after the Commercial Start of the Fos Cavaou terminal, that is March 31, 2030;
- of a duration equal to a multiple of calendar years or to the Maximal Duration, as defined in the glossary at the page 5 of the present Information Memorandum;
- provided by Fosmax LNG in accordance with the Access Contract; and
- associated with the tariff for using the LNG terminals defined in accordance with existing regulations.

The availability of this or these Batches will be made by ENGIE by transfer of capacity to the party or parties having been allocated these capacities at the end of the Punctual Commercialization Procedure for Batches.

4.2 Qualification procedure for the Punctual Operation for Batches

In order to participate in the Punctual Operation for Batches, the Subscribers must become qualified by sending to the following address ("Address of Qualification") the qualification documents duly signed or certified, where appropriate, from 13 April 2018 and before the Qualification Deadline, set for 4 Mai 2018 at 17:00 Paris time:

Mme Monique POULIN
ENGIE
Global LNG
Head of Purchasing
1, place Samuel de Champlain
Faubourg de l'Arche
92930 Paris La Défense Cedex
France

All documents must be sent by registered mail with acknowledgment of receipt - or by using any other service (such FedEx, DHL, UPS) that will provide the Subscriber with an acknowledgment of receipt - and must be received by ENGIE at the Qualification Address before the Qualification Deadline.

In order to qualify, Subscribers must submit a Request for Qualification in accordance with Form 1 included in Annex 1, and attach to this document:

- a Power of Attorney in accordance with Form 2 included in Annex 1;
- Company Statements, in accordance with Form 3 included in Annex 1; and
- an Independent Submission Guarantee in accordance with Form 4 included in Annex 1, where the Subscribers wish to submit a Guarantee in the form of a bank guarantee.

Each Subscriber shall provide a guarantee ("Guarantee") which may be in the form of a banker's deposit or a bank guarantee payable on first demand from a first class bank for an amount of one million euros (€1M). This warranty will be replaced by the guarantees provided for in the Access Contract if the subscriber is allocated a regasification capacity. Whatever the outcome of the Punctual Operation for Batches, the guarantee shall be returned as soon as possible by ENGIE if the Subscriber has made its best efforts to comply with the Punctual Commercialization Procedure for Batches.



Within a reasonable period of time from the date of receipt of all the information required for a Subscriber to qualify, ENGIE shall contact the Subscriber to confirm that the latter has qualified by sending to the Principal Point of Contact Form 5 included in Annex 1 or as the case may be to reject its request for qualification. ENGIE will strive to ensure that said period of time does not exceed two (2) working days from receipt of said information. A Subscriber whose qualification has been confirmed by ENGIE is termed a Qualified Subscriber.

ENGIE may refuse to qualify a Subscriber in the event that the latter does not comply with the terms of the Memorandum of Information. Should a Request for Qualification be rejected, ENGIE will explain the reason(s) for the rejection and invite the Subscriber concerned to submit a new Request for Qualification. In such an event, ENGIE will set a deadline for receipt of said new Request for Qualification.

A Qualified Subscriber may withdraw from the Punctual Operation for Batches at any time before the Submission Deadline by transmitting a notice to this effect to ENGIE before said deadline. ENGIE shall endeavour to send the Qualified Subscriber an acknowledgment of receipt of said notice within two (2) working days of the date of receipt of the notice. No liability shall be incurred by ENGIE or the Qualified Subscribers because of the withdrawal of the latter in the circumstances described above.

Qualified Subscribers must notify ENGIE as soon as possible of any change that may affect the information supplied in the qualification documents. In all cases the relevant notice must be received by ENGIE within five (5) working days of the date of occurrence of the change in question. ENGIE will then examine the new information and shall be entitled to request any additional information, documents, commitments or amendments to existing documents already submitted by the Qualified Subscriber.

ENGIE may revoke the qualification of a Qualified Subscriber at any time in the event that:

- The Qualified Subscriber breaches the terms and condition of the qualification procedure; or
- The Qualified Subscriber is no longer entitled to participate in the Punctual Operation for Batches owing to essential changes that have been notified to ENGIE in compliance with the preceding paragraph; or
- It has come to ENGIE's knowledge that the Qualified Subscriber did not fulfil the qualification criteria and does not yet fulfil them, or that some other important objective reason exists for revoking the qualification.

ENGIE shall explain the reason(s) for any such revocation.

4.2.1 Power of Attorney

Each Subscriber must submit a power of attorney bearing the stamp of the company notarially attested, if required by the legislation in force in the country where the Subscriber has its registered offices, in favour of at least one person ("Principal Point of Contact") and giving the latter the powers specified in Form 2 ("Power of Attorney") included in Annex 1; the Subscriber may designate on said Form a second person with the same powers ("Second Point of Contact").

ENGIE shall be entitled, and hereby reserves the right, to request the persons signing the power of attorney to provide additional proof of their authority to delegate the powers specified in the power of attorney.

4.2.2 Company Statements

Each Subscriber shall execute commitments under Form 3 (Company Statements), one of the persons or person receiving the delegated powers established in accordance with Form 2 to sign a statement on behalf of that Subscriber, using Form 3 included in Annex 1.

Subscribers shall in particular be entitled to perform obligations arising from the Punctual Operation for Batches; to comply with the Allocation Rules; to report to ENGIE their Related Parties interested, to their knowledge, in participating in the Punctual Operation for Batches, and to not enter into collusion with other Subscribers with whom they are not Related Parties.



4.2.3 Guarantee

Each Subscriber must submit a guarantee of an amount equal to €1,000,000. The Guarantee may take the form of a bank guarantee or a banker's deposit:

- In the case of a bank guarantee ("Independent Submission Guarantee") the Guarantee must consist of a valid, irrevocable and unconditional first demand bank guarantee designated in euros, issued by a bank whose registered offices are located in a Member State of the European Union and has a rating of at least A by Standard & Poor's and A2 by Moody's. Said guarantee shall expire July 27, 2018, and must be issued in favour of ENGIE in the form and terms specified in Form 4 of Annex 1. It is hereby specified that should a Subscriber that has provided an Independent Submission Guarantee withdraw under the conditions mentioned in Clause 4.1 of the Memorandum of Information, or should the Subscriber fail to qualify, or not be selected as an Assignee, or have signed an Access Contract with Fosmax LNG in accordance with capacities that have been allocated and this in the month following its notification as Assignee, ENGIE shall return the original of said Guarantee as soon as possible after the occurrence of the event in question.

The Independent Submission Guarantee must be received by ENGIE at the Qualification Address by the Qualification Deadline, at the latest.

- In the case of a deposit: the Guarantee must be provided in the form of a payment credited to the following bank account:

Bank:	CREDIT AGRICOLE CORPORATE AND INVESTM BK
Bank Code:	31489
Bank Sort Code:	00010
N° de compte :	00257301327 47
Titulaire du Compte :	ENGIE
Code SWIFT:	BSUIFRPP
IBAN :	FR 76 3148 9000 1000 2573 0132 747

- The deposit must be effectively paid by the Qualification Deadline. A deposit shall be deemed to be effectively paid when the full amount of the deposit has been credited to the above-mentioned bank account.
- It is hereby specified that should a Subscriber that has provided a banker's deposit withdraw in accordance with Clause 4.2 of the Memorandum of Information, or should the Subscriber fail to qualify or not be selected as an Assignee, or have signed an Access Contract with Fosmax LNG in accordance with capacities that have been allocated and this in the month following its notification as Assignee, ENGIE shall return the deposit guarantee as soon as possible after the occurrence of the event in question. Generally, ENGIE shall return the deposit guarantee as soon as possible if the Subscriber has made its best effort to comply with the Punctual Commercialization Procedure for Batches.

4.3 Process of allocation within the framework of the Punctual Operation for Batches

The capacities proposed as part of the Punctual Operation for Batches shall be allocated in a non-discriminatory and transparent manner defined by the Allocation Rules included in Annex 3.

In case of inconsistency between the allocation principles presented below and the Allocation Rules, the Allocation Rules shall prevail.

ENGIE or related companies of the ENGIE Group within the meaning given in the Commitments shall not be eligible to subscribe capacities within the framework of the Punctual Operation for Batches.



4.3.1 Related Parties

Given the possible use of a lottery in the allocation process and to avoid a Group of Related Parties being overrepresented in the lottery or being allocated two Batches per draw, Qualified Subscribers who are part of a Group of Related Parties must coordinate their action so as to indicate on their Request for Allocation the Name of the Group of Related Parties to which they belong.

Given the rules applicable for lotteries (cf. Clause 4.3.5), in order to maximize its chances for receiving allocations a Group of Related Parties has an interest in grouping together its Requests for a Batch of the same rank of priority in the Request for Allocation of a single Qualified Subscriber.

4.3.2 Submission of a Request for Allocation

Qualified Subscribers are invited to submit a Request for Allocation before the Submission Deadline set for 18 May 2018 at 17:00 Paris time.

This submission should be made using the Request for Allocation Form, reproduced in Annex 2, and sent duly completed and signed to the following address ("Address of Submission"):

Procédure Fos Cavaou
ADVOLIS
A l'attention de M. Antoni Vassileff
Square de Meeûs 37
B-1000 Bruxelles
Belgique

Qualified Subscribers are invited to inform the Trustee by electronic mail using the following address: Procedure-Cavaou@ADVOLIS.com that they have sent their Requests for Allocation.

The Request for Allocation and annexes must be sent by registered letter with acknowledgment of receipt or by using any other services that provides an acknowledgment of receipt to Qualified Subscribers, for example FedEx, DHL, UPS and have been received by the Trustee at the Address of Submission before the Submission Deadline.

There is only one Request for Allocation per Qualified Subscriber. If several Requests for Allocation have been received for the same Qualified Subscriber only the latest Request for Allocation is taken into account.

4.3.3 Management of Requests for Allocation

After the Submission Deadline, the Trustee shall:

- forward to ENGIE Requests for Allocation, excluding attachments on criterion (iv) hereinafter defined in paragraph 4.3.4
- analyze the documents accompanying the Request for Allocation and, following this analysis confirm to ENGIE whether or not criterion (iv) has been satisfied.

Following receipt of this information, ENGIE shall verify the validity of Requests for Allocation received, only valid Requests for Allocation being taken into account during the allocation process.

To be valid, a Request for Allocation must:

- have been submitted by a Qualified Subscriber;
- be duly completed and signed on each page by a person authorized under Power of Attorney and be prepared according to the model in Annex 2;
- include so as to be legible, for Qualified Subscribers forming part of a Group of Related Parties, the Name of the Group of Related Parties to which these related Parties belong;
- include so as to be legible the Submitted Duration for each Batch requested, the Submitted Duration being equal to:

- either a positive whole number of calendar years between 1 and 11, or
- the “Maximal Duration” if the Qualified Subscriber wishes to be given capacities for the period starting on January 1, 2019 and ending 20 years after the Commercial Start, that is March 31, 2030.

If there is a Request for Allocation of two Batches, the Submitted Durations for each Batch may differ.

If the Request for Allocation is for one Batch, only a non null Submitted Duration can be indicated, the Qualified Subscriber being obliged to complete a Submitted Duration equal to 0 for the Batch that said Qualified Subscriber does not wish to be assigned.

- respond accurately and legibly to selection criteria (ii) to (iv).

A valid Request for Allocation within the meaning of the preceding paragraph is called a Valid Request.

The characteristics of a Valid Request considering only one of the two Batches requested is called a Request for a Batch. Thus, a Valid Request in which two Batches were requested corresponds to two Requests for a Batch, and a Valid Request for one Batch is a Request for a Batch.

A Request for a Batch therefore includes:

- the identity of the Qualified Subscriber,
- if the Qualified Subscriber is part of a Group of Related Parties, the Name of the Group of Related Parties to which the Qualified Subscribers belongs,
- the Submitted Duration,
- the responses to selection criteria (ii) to (iv).

Any Qualified Subscriber that has submitted two Requests for a Batch, and was designated Assignee of a single Batch at the end of the allocation process cannot refuse the award of the Batch assigned to it.

The Trustee and ENGIE together validate the Group of Related Parties, where appropriate by interviewing the Qualified Subscribers.

For each Group of Related Parties, for each of the 2 Batches only the best Request for a Batch is taken into account in the allocation process.

4.3.4 Selection Criteria

The selection criteria are:

- (i) the Submitted Duration requested is equal to the Maximal Duration.
- (ii) The Qualified Subscriber is not already the holder of firm capacities on the Fos Cavaou LNG terminal subscribed for a duration of more than 3 years.
- (iii) The Qualified Subscriber is the holder, on the day of its request, of a supply authorization enabling the supply of gas to domestic customers, non-domestic customers or industrial customers in France.
- (iv) The Qualified Subscriber provides, on the day of the request, proof that it is the holder of one or more LNG supply contract(s), or, in the absence of this, the signature of a legally binding Memorandum of Understanding, if need be attached to suspensive conditions precedent, aiming at the conclusion of such a contract¹.

¹ The agreement between ENGIE and the Trustee engages the Trustee to the strictest confidentiality. It is available on ENGIE website : <http://www.engie.com/en/group/ethics-compliance/commitments-european-commission/> Nevertheless, in case of an express request of the Qualified Subscriber, conditions of confidentiality of the data transmitted to the Trustee regarding the selection criterion iv) will be formalized by a confidentiality agreement between the Trustee and the Qualified Subscriber.



Requests for a Batch, where criterion (i) is not fulfilled, shall also be classified in order of priority according to the Submitted Duration.

4.3.5 Allocation

ENGIE will realize successively the allocation of each of the Batches.

The allocation procedure is described in the Allocation Rules contained in Annex 3. This procedure is illustrated below and can be summarized as follows:

For each of the Batches,

Stage 1

- The Requests for a Batch that satisfy the four criteria (i) to (iv) shall be assigned in order of priority the Batch, a lottery being organized when a decision has to be made between several Requests for a Batch;

Stage 2

- After the application of the preceding paragraph and if the Batch has not been assigned, Requests for a Batch satisfying criterion (i) are in order of priority assigned the Batch, selecting in order of priority Requests for a Batch that satisfy the greatest number of criteria (ii) to (iv), a lottery being organized when a decision has to be made between several Requests for a Batch;

Stage 3

- Following the application of the preceding paragraph and if the Batch has not been assigned, Requests for a Batch satisfying the criteria (ii) to (iv) are in order of priority assigned the Batch based on the highest Submitted Duration. A lottery being organized when a decision has to be made between several Requests for a Batch. A second Batch can nevertheless not be assigned to the Assignee of whole or a part of the first Batch, including its Related Parties, in the framework of the stage 3 if the assignment of the first Batch happened during stage 3;

Stage 4

- Following the application of the preceding paragraph and if the Batch has not been assigned, Requests for a Batch satisfying at least one of the criteria (ii) to (iv) are in order of priority assigned the Batch based on the highest Submitted Duration. In the case that a decision has to be made between several Requests for a Batch, the Requests for a Batch satisfying the highest number of criteria (ii) to (iv) are allocated the Batch in priority. A lottery is being organized when a decision has still to be made between several Requests for a Batch. The second Batch cannot be assigned to the Assignee of whole or a part of the first Batch, including its Related Parties, if the assignment of the first Batch happened during stage 4, unless no other Request for a Batch satisfying at least one of the criteria (ii) to (iv) has been submitted by a Qualified Subscriber (not being a Related Party to the Assignee).

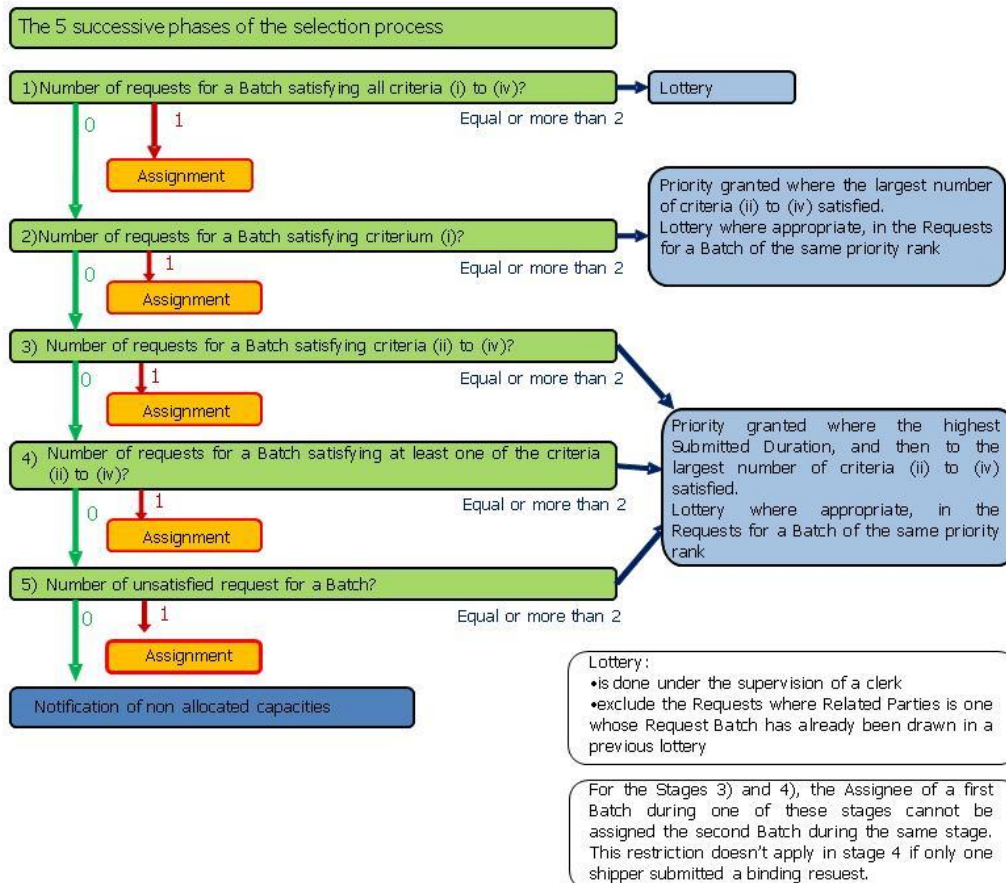
Stage 5

- Following the application of the preceding paragraph and if the Batch has not been assigned, Requests for a Batch satisfying none of the criteria (ii) to (iv) are in order of priority assigned the Batch based on the highest Submitted Duration. A lottery is being organized when a decision has still to be made between several Requests for a Batch.

Only the Request for a Batch of a single Qualified Subscriber of a Group of Related Parties is selected to participate in a lottery at a given stage of the allocation process.

A lottery excludes the Requests for a Batch whose Name of Related Parties is the one which has already be drawn during a previous lottery.

For each Batch successively :



4.3.6 Information on Qualified Subscribers after Allocation

After this allocation procedure, ENGIE will:

- communicate the results of the Punctual Operation for Batches to the Qualified Subscribers;
- send to the Assignees, not later than 31 May 2018, Confirmation Form included in Annex 2;
- notify Fosmax LNG of the identity of the Assignees and the nature of the Batches which have been allocated to them; and
- declare the closure of the Punctual Operation for Batches.

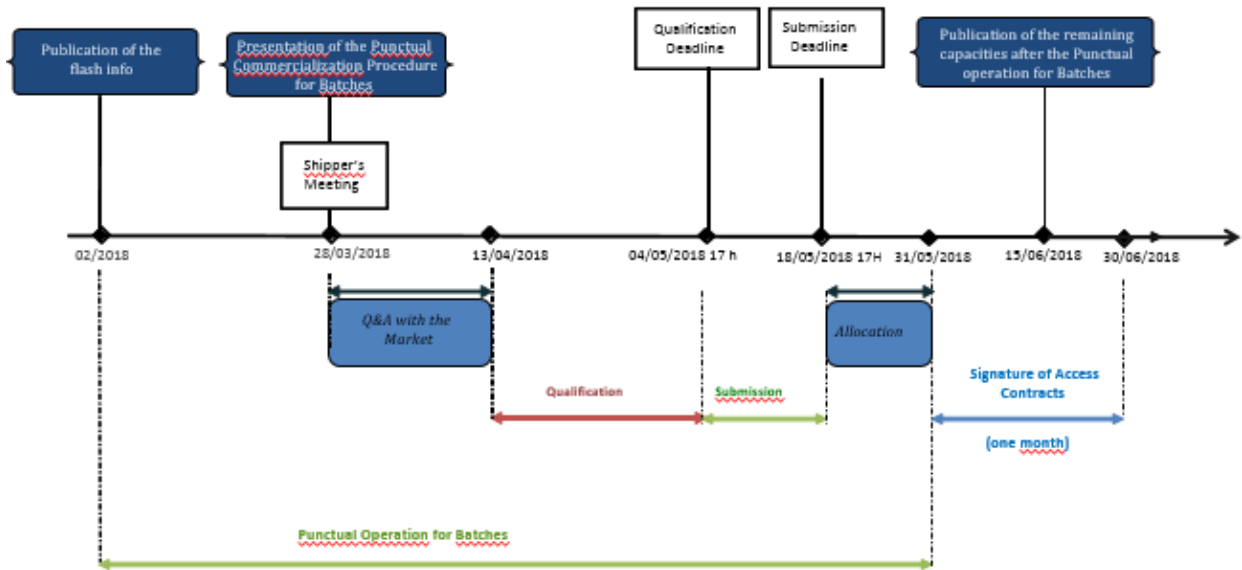
After ENGIE notifies Fosmax LNG of the identity of the Assignees and the nature of the Batches assigned to them, Fosmax LNG shall prepare the Access Contracts of the Assignees and hand them over, duly initialled.

In accordance with Company Statements, any Qualified Subscriber who was assigned a Batch shall return:

- the signed transfer agreement in annex 4 within 10 worked days after reception
- and the Access Contract previously notified by Fosmax LNG, duly signed and initialled at the latest within one month of the date of receipt by ENGIE of the Confirmation Form.

4.4 Additional Information and Timetable

The key deadlines in the context of the Punctual Operation for Batches are presented below.



During the Punctual Operation for Batches, the Subscribers are invited to ask ENGIE any question relating to the provision of capacity by using the following address:

monique.poulin@engie.com

5 Commercialization Procedure for Additional Capacities

Additional Capacities of 0,175 bcm/year associated with 2 delivery windows/year are currently published on Fosmax LNG Bulletin Board for the period 2017-2018.

<https://www.fosmax-lng.com/en/our-services/contract-and-regasification-capacity/secondary-market.html>



Annex 1: Qualification Forms

- Form 1: Request for Qualification
- Form 2: Power of Attorney
- Form 3: Company Statements
- Form 4: Independent Submission Guarantee
- Form 5: Acceptance of Qualification



Form 1: Request for Qualification

Name of the Company:

.....

For the attention of:

Mme Monique POULIN
ENGIE
Global LNG
Head of Purchasing1, place Samuel de Champlain
Faubourg de l'Arche
92930 Paris La Défense Cedex
France

Date:

Further to ENGIE’s communication about the Punctual Commercialization Procedure for Batches at the Fos Cavaou LNG Terminal, pursuant to Decision of the European Commission “C (2009) 9375 final”, within the framework of the Punctual Operation for Batches, we would like to participate in said Punctual Operation for Batches.

To this end, we hereby send you Form 2 (Powers of Attorney) and Form 3 (Company Statements), based on the models attached to the Memorandum of Information, duly completed, signed and initialled.

(Delete as appropriate) Furthermore, we send you our bank guarantee based on the model attached to the Memorandum of Information.

(Delete as appropriate) Furthermore, we hereby inform you that we have made a bank transfer in accordance with the Punctual Commercialization Procedure for Batches in order to provide our guarantee.

Name/Title:

Company:

Signature:

Attachments.

- Power of Attorney;
- Company Statements; and
- Independent Submission Guarantee *(delete as appropriate)*



Form 2: Power of Attorney

I, the undersigned

(First Name, SURNAME)

Acting in the capacity of

(Position)

Representing the company:

(Name of Company)

With registered offices
at:

(Address of registered
offices)

Registered in the:

With the number

(hereinafter referred to as "the Company")

Hereby authorize the following Points of Contact:

1. Principal Point of Contact

First name, SURNAME:	.....
Position within the company:	.....
Address:	..... .....
Telephone number:	.....
Fax number:	.....
E-mail:	.....
Date, signature:	.....

2. Second Point of Contact

First name, SURNAME:	.....
Position within the company:	.....
Address:	..... .....
Telephone number:	.....
Fax number:	.....
E-mail:	.....
Date and signature:	.....

To carry out, for and on behalf of the Company, the following actions in relation to the Punctual Operation for Batches, organized by ENGIE:



- Sign and make all necessary company statements to qualify as a Qualified Subscriber (including in particular the statements that must be made in accordance with Form 3);
- Submit a Request for Allocation and transmit or receive communications concerning the Punctual Operation for Batches, and, as and when appropriate, conclude the Access Contract;
- Sign and endorse any document, contract, commitment, whatever its nature, in relation to the Punctual Operation for Batches;
- Take, on behalf of the Company, any other measures that are necessary or appropriate for the purposes of the Punctual Operation for Batches;
- Perform all reasonably necessary actions to fulfil the Company's obligations resulting from the Punctual Operation for Batches.

The terms have the meaning defined in the Memorandum of Information.

Done in: (Place)	.....
On: (Date)	.....
Signature of the grantor of the Power of Attorney:	
In the presence of ¹ : (Name and function):	.....
Signature:	

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



Form 3 – Company Statements

TO: ENGIE

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

.....

(the "Company")

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 resulting from the Punctual Operation for Batches, and the fulfilment of said obligations has been duly authorised, where appropriate, by all the decisions required of the Company's decision-making bodies. Said obligations (including any subsequent agreement) constitute, for the Company, valid and unconditional obligations, which apply to it in accordance with their terms, except where said application is limited by the legislation in force concerning bankruptcy, insolvency and/or reorganisation or any other similar law;
4. The obligations of the Company pursuant to the Punctual Operation for Batches are not in conflict with, nor do they infringe or violate, any law applicable to the Company nor any provision of its Articles of Association nor any applicable decision or judgement 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 pursuant to the Punctual Operation for Batches do not require the Company to obtain any approval, authorization, measure, submission or notice from any public body or other competent legal person nor registration with, or notification of, 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, authorizations, measures, submissions or notices have been duly obtained, carried out or performed and are fully valid and applicable or shall be obtained, carried out or performed within the established time limits;
6. To the best of the knowledge of the Company, no entity in relation to which the Company is a Related Party wishes to submit a Request for Allocation without informing ENGIE of this fact;
7. The Company shall observe the Punctual Commercialization Procedure for Batches;
8. The Company has not entered into collusion nor shall it enter into collusion with other Qualified Subscribers in the framework of the Punctual Operation for Batches in order to obtain an advantage. In spite of the foregoing, the Company may conclude agreements with one or more Related Parties concerning their joint participation or that of a Related Party in the Punctual Operation for Batches, provided they give ENGIE prior notice thereof;
9. The Company agrees that all actions carried out by itself or on its behalf in its capacity as Qualified Subscriber should be considered as having taken place in France;
10. The Company hereby declares that it is familiar with the clauses and conditions concerning the Access Contract. Should the Company be allocated regasification capacities following the Punctual Operation for Batches, it agrees to be bound by said clauses and conditions. Furthermore, the Company undertakes to return to Fosmax LNG the Access Contract, duly signed and initialled, in accordance with said clauses and conditions, at the latest within one month of the date of receipt, by ENGIE, of the Confirmation Form;
11. In accordance with the Punctual Commercialization Procedure for Batches, the Company has provided or shall provide a guarantee ("Guarantee"), for a principal amount equivalent to €1,000,000. This Guarantee is constituted by means of (a transfer to ENGIE 's bank account) / (an Independent Submission Guarantee) (Delete as appropriate);
12. The Company has accepted and endorsed the terms of the present Company Statements in its own name (rather than acting as an agent, trustee or in any other capacity);
13. The Company undertakes to file, in accordance with the Punctual Commercialization Procedure for Batches, a Request for Allocation for one or two Batches of 1 bcm/year of capacities, the Submitted Duration applying to a positive whole number in relation to calendar years not exceeding the Maximal Duration, or being the Maximal Duration;



The Company fully understands and agrees that the Request for Allocation made during the Punctual Operation for Batches is irrevocably binding.

The Company fully understands and agrees that, where appropriate, having submitted a Request for Allocation for two Batches, it cannot refuse to be Assignee of a single Batch at the end of the allocation process.

The capitalised terms used in this Form have the meaning given to them in the Memorandum of Information.

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

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

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

.....

Date:



Form 4: Independent Submission Guarantee

Mme Monique POULIN
ENGIE
Global LNG
Head of Purchasing
1, place Samuel de Champlain
Faubourg de l'Arche
92930 Paris La Défense Cedex

"Dear Sirs/Mesdames,

We are acting on instructions from our client, (Company), in the framework of the Punctual Operation for Batches, for which a Request for Allocation must be submitted by (the Company) by 18 May 2018 at 17:00 Paris time at the latest, and which aims to conclude an Access Contract to the Fos Cavaou LNG terminal between, on the one hand, the Assignees resulting from the Punctual Operation for Batches and, on the other, Fosmax LNG

Under the terms and conditions of the Punctual Commercialization Procedure for Batches, relating to the Punctual Operation for Batches (the Company) – together with all other Subscribers that wish to qualify for the Punctual Operation for Batches– must provide ENGIE with a guarantee to cover the Company's obligations under the Punctual Operation for Batches.

Therefore we, the undersigned (Name of bank), with registered offices in a Member State of the European Union and having rating of at least A by Standard & Poor's and A2 by Moody's on the date of issue of the present guarantee (hereinafter "the Bank"), irrevocably and unconditionally undertake to pay ENGIE upon first demand, the principal amount of €1,000,000 in respect of the Punctual Operation for Batches, within five (5) working days (i.e. on a day when the banks are open in the financial market of (locality of Bank's registered offices), immediately upon request made by ENGIE by registered letter with acknowledgement of receipt to the following address (Address of Bank), in accordance with the Model Form which is attached to the present guarantee and which forms an integral part of this document.

This guarantee is given in the form of an autonomous and independent guarantee payable upon first request and the Bank hereby expressly renounces any right to invoke any exception resulting from another agreement, including the Access Contract, to delay or refuse payment of the amounts payable under the present guarantee, including, among said exceptions, any disputes, legal proceedings or arbitration procedures relating to the Access Contract.

The present guarantee is concluded "intuitu personae". The present guarantee shall come into force at the latest on 18 May 2018 at 17:00 Paris time and shall expire 31 July 2018.

In the event that no capacity is allocated to (the Company) following the Punctual Operation for Batches, the present guarantee shall expire on the date of receipt by (the Company) of the notice sent by ENGIE informing it that no capacities have been allocated to it.

Upon expiry of the guarantee, the present original document shall be returned to us as soon as possible

The present guarantee may only be called upon once, and only for the maximum principal amount.

The terms and expressions used in the present guarantee have the meaning given to them in the Memorandum of Information.

The present guarantee is governed by French law and any dispute arising in relation to the present guarantee shall fall within the exclusive competence of the Paris Commercial Court.

Yours faithfully,"

Done in: (Place)	.....
On: (Date)	.....
Signature:	



ANNEX to the Independent Submission Guarantee

(To be sent by registered mail with acknowledgment of receipt)

I, the undersigned, representing the Company ENGIE S.A., a public limited liability company with a capital of €2,412,824,089 with registered offices at 1 Place Samuel de Champlain 92400 Courbevoie, France, registered in the Nanterre Registry of Trade and Companies with the number 542 107 651 in my capacity as

hereby notify (the Bank) that the amount of €1,000,000 is immediately payable by bank transfer to account number held in the name of at (the banking establishment), in respect of the Independent Submission Guarantee given by the (Bank) on(date).

Done in Courbevoie, on

Signature:



Form 5 – Acceptance of Qualification

A

(First Name, SURNAME of Principal Point of Contact)

(Position of Principal Point of Contact)

(Name of the Company)

With registered offices at (Address of registered offices)
.....
.....

Registered in: With number

Re: Acceptance of your Request for Qualification for the Punctual Operation for Batches

We hereby acknowledge receipt all the documents necessary for your qualification duly completed and certify that we have accepted your Request for Qualification and participation in the Punctual Operation for Batches as a Qualified Subscriber.

The capitalized terms used in this Form have the meaning given to them in the Memorandum of Information

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

May we draw your attention to the fact that you have an obligation to continue to fulfil the qualification requirements set out in the Punctual Commercialization Procedure for Batches.

Signature (for and on behalf of ENGIE)

Name

Date



Annex 2: Subscription Forms

- Form I: Request for Allocation
- Form II: Confirmation

Form I: Request for Allocation – page 1/2

<p>Submission Address: Procédure Fos Cavaou ADVOLIS For the attention of M. Antoni Vassileff Square de Meeûs 37 B-1000 BRUXELLES Belgique</p>

Identification of Qualified Subscriber

Name of Company:
------------------	-------

(hereinafter "Qualified Subscriber")
Represented by

Surname, First Name:
----------------------	-------

(hereinafter "Representative of the Qualified Subscriber")

Hereby submits its Request for Allocation within the framework of the Punctual Operation for Batches.

I hereby declare that I am authorised by virtue of the Power of Attorney to submit the present Request for Allocation which unconditionally and irrevocably commits the Qualified Subscriber, should it be designated Assignee of the whole or a part of its Request for Allocation, to sign an Access Contract with Basic Service in accordance with the Punctual Commercialization Procedure for Batches.

The terms and expressions used in the present document have the meaning given to them in the Memorandum of Information.

Identification of the Name of the Group of Related Parties (*)

Name of Company:
------------------	-------

* indicate, where appropriate in the form of the unique name of the Group of Related Parties to which the Qualified Subscriber belongs.

Signature of the Representative of the Qualified Subscriber

Surname, First Name:		Place, date:		Signature:	
----------------------------	--	-----------------	--	------------	--

Form I : Request for Allocation – page 2/2

Selection Criteria

Selection Criterion (i)

	Submission Date* From January 1, 2019
First request for a Batch	
Second request for a Batch	

* Indicate in the form of a whole number between 1 and 11 corresponding to the number of calendar years, or in the form of the term "Maximal Duration" (corresponding to a Batch starting from January 1, 2019 and ending on the date of the 20th anniversary of the Commercial Start of the Fos Cavaou terminal that is March 31, 2030). Any other reference, or a lack of reference, or "0" shall correspond to no request for a Batch.

Selection Criterion (ii)

I declare that the Qualified Subscriber (is)/(is not) *(delete as appropriate)* already the holder of firm capacities on the Fos Cavaou LNG terminal subscribed for over 3 years.

Selection Criterion (iii)

I declare that the Qualified Subscriber (is)/(is not) *(delete as appropriate)* the holder of a supply authorization enabling the supply of gas to domestic customers, non-domestic customers or industrial customers in France.

Selection Criterion (iv)

(if appropriate, provide an attachment as proof of the Request for Allocation))

I declare that the Qualified Subscriber (provides) / (does not provide) *(delete as appropriate)* proof that it is the holder of one or more LNG supply contract(s) or, in the absence of this, the signature of a legally binding Memorandum of Understanding, if need be attached to suspensive conditions precedent, aiming at the conclusion of such a contract.

Signature of Representative of Qualified Subscriber

Surname, First Name:		Place, date:		Signature:	
----------------------------	--	-----------------	--	------------	--

Validation of the Selection Criterion (iv) by the Trustee

I declare that the Qualified Subscriber (provides) / (does not provide) *(delete as appropriate)* proof that it is the holder of one or more LNG supply contract(s) or, in the absence of this, the signature of a legally binding Memorandum of Understanding, if need be attached to suspensive conditions precedent, aiming at the conclusion of such a contract.

Signature of Trustee

Surname, First Name:		Place, date:		Signature :	
----------------------------	--	-----------------	--	-------------	--



Form II: Confirmation

For the attention of:

Identification of the Qualified Subscriber

Company Name :
----------------	-------

(hereinafter referred to as the "Qualified Subscriber")

Represented by

First Name, Surname:
----------------------	-------

(hereinafter referred to as the "Representative of the Qualified Subscriber")

Address
---------	-------------------------

Re: Confirmation of selection of Request for a Batch

Please note that (the first Request for a Batch) / (the second Request for a Batch) / (the two Requests for a Batch) (delete as appropriate) of your Request for Allocation was selected / were selected (*delete as appropriate*) in accordance with the Allocation Rules for the Punctual Operation for Batches.

The capitalized terms used in this Form have the meaning given to them in the Memorandum of Information. This form is governed by, and should be interpreted in accordance with French legislation.

According to Company Statements submitted this Confirmation unconditionally and irrevocably commits the Qualified Subscriber designated Assignee to sign an Access Contract of the Basic Service type in accordance with the Punctual Commercialization Procedure for Batches

Signature (for and on behalf of ENGIE):

Name

Date

Annex 3: Allocation Rules

1. Definitions

1.1 The definitions are those in this Memorandum of Information.

2. General

2.1 The Submission Deadline is 18 May 2018 at 17:00 Paris time. ENGIE reserves the right, however, to change the Submission Deadline or to postpone it by simply notifying the Qualified Subscribers and Subscribers of a new Submission Deadline at any time before the Submission Deadline.

2.2 ENGIE reserves the right to amend all or part of the Allocation Rules, subject to prior approval of the Trustee and informing all Qualified Subscribers and Subscribers within a reasonable time before the Submission Deadline. ENGIE shall incur no liability by making such amendments.

2.3 If, because of amendment of the Allocation Rules in accordance with Clauses 2.1 and 2.2, a Qualified Subscriber decides to withdraw its Request(s) for Allocation, it shall inform ENGIE of this without delay. ENGIE shall then cancel the Request(s) for Allocation of that Qualified Subscriber and shall provide it with a document confirming the cancellation. The Qualified Subscriber and ENGIE cannot be held liable in the event such cases occur.

2.4 In case of dispute or controversy arising from the Allocation Rules or in connection therewith, particularly arising from the interpretation or application of the Allocation Rules, the form, content, validity or the date of receipt of a Request for Allocation, the case shall be brought before the Commercial Court of Paris, France, which shall have exclusive jurisdiction in the matter.

2.5 The allocation process concerns the Requests for Allocation of Qualified Subscribers within the framework of the Punctual Operation for Batches.

2.6 The Qualified Subscribers shall submit to the Address of Submission before the Submission Deadline their Requests for Allocation designed on the basis of the Request for Allocation Form reproduced in Annex 2 of the Memorandum of Information, duly completed, in accordance with modalities described in Clause 3.6.

2.7 The process of allocation is first a process of handling Requests for Allocation, in accordance with the modalities described in Section 3 of the Allocation Rules.

2.8 The selection criteria are those mentioned in paragraph 4.3.4 of the Memorandum of Information.

2.9 Each of the 2 Batches are allocated successively by following the same procedure.

2.10 The allocation process consists next in a selection process involving up to 5 successive stages, as described in Section 4 of the Allocation Rules. At the end of one stage, we move to the next stage until the Batch is not allocated.

2.11 The Assignees are the Qualified Subscribers who have been assigned one or two Batches according to their Requests for a Batch.

3. Processing of Requests for Allocation

3.1 The Trustee shall verify if the Qualified Subscriber has provided or has not provided evidence to meet criterion (iv). If the indication given by the Qualified Subscriber concerning criterion (iv) is different from that which the Trustee expects about the same criterion (iv), then the Trustee may request the Qualified Subscriber to resend a Request for Allocation before the Submission Deadline.

- 3.2 The Trustee will make available to ENGIE the Requests for Allocation it has received, with the exception of attachments provided as evidence that the Qualified Subscriber meets criterion (iv). If a Request for Allocation of a Qualified Subscriber is not valid under clauses 3.6, then ENGIE may request the Qualified Subscriber to resend a Request for Allocation before the Submission Deadline.
- 3.3 The Trustee shall state on each of the Request for Allocation Forms received at the Address of Submission no later than the Submission Deadline if the Qualified Subscriber has provided or has not provided evidence to meet criterion (iv).
- 3.4 The Trustee shall notify ENGIE of the Requests for Allocation, with the exception of attachments provided as evidence that the Qualified Subscriber meets criterion (iv).
- 3.5 In the event several Requests for Allocation have been received from a Qualified Subscriber before the Submission Deadline, ENGIE shall only consider the last request received before the Submission Deadline.
- 3.6 To be accepted as valid by ENGIE, the Request for Allocation of a Qualified Subscriber must fulfil the following conditions ("Valid Request"):
 - 3.6.1 have been communicated by registered letter with acknowledgment of receipt or by using any other service that provides an acknowledgement of receipt to the Qualified Subscriber, for example FedEx, DHL, UPS;
 - 3.6.2 have been received before the Submission Deadline;
 - 3.6.3 have been submitted by a Qualified Subscriber;
 - 3.6.4 be designed using the Request for Allocation Form reproduced clearly and legibly in Annex 2;
 - 3.6.5 indicate accurately the Name of the Group of Related Parties in the event the Qualified Subscriber belongs to a Group of Related Parties;
 - 3.6.6 indicate the Submitted Duration for each Batch requested;
 - 3.6.7 indicate accurately if the Qualified Subscriber is or is not already the holder of firm capacities on the Fos Cavaou LNG terminal subscribed for a duration over 3 years;
 - 3.6.8 indicate accurately if the Qualified Subscriber is or is not the holder of a supply authorization enabling the supply of gas to domestic customers, non-domestic customers or industrial customers in France;
 - 3.6.9 indicate whether the Qualified Subscriber provides or does not provide proof that the Qualified Subscriber holds of one or more LNG supply contract(s) or, in the absence of this, the signature of a legally binding Memorandum of Understanding, if need be attached to suspensive conditions precedent, aiming at the conclusion of such a contract; and
 - 3.6.10 is duly completed and signed by one of the persons authorized pursuant to the Power of Attorney Form duly completed by the Qualified Subscriber.
- 3.7 If the Request for Allocation of a Qualified Subscriber is not valid, then the Request for Allocation of that Qualified Subscriber is invalid ("Non Valid Request"). The invalid request is not considered in the rest of the allocation process.
- 3.8 For each Valid Request, the Trustee's indication on criterion (iv) is the only indication retained regarding whether the Qualified Subscriber has met criterion (iv) or not.



- 3.9 Each Valid Request is converted into one or two Requests for a Batch, depending on the number of Batches requested.
- 3.10 Each Request for a Batch not bearing the Name of the Group of Related Parties is completed by identifying the Name of the Group of Related Parties as the Qualified Subscriber.
- 3.11 The Trustee and ENGIE shall identify and validate together the Groups of Related Parties, where appropriate by interviewing the Qualified Subscribers.
- 3.12 For each Group of Related Parties, for the selection process for each Batch successively, only the best Request for Batch in terms of selection criteria according to the ranking order established by the process of allocation of the Group of Related Parties are retained in the course of the process. If for a given Group of Related Parties the number of the best Requests for a Batch is more than 1, then a lottery is held under the supervision of the bailiff to select 1. Other Requests for a Batch from Groups of Related Parties are eliminated in the course of the allocation process.
- 3.13 For the selection process for each Batch successively, ENGIE shall draw up the List of Qualified Subscribers for which ENGIE has one Request for a Batch following the application of the foregoing Clauses.
- 3.14 For the selection process for each Batch successively, ENGIE will draw up a List of Requests for a Batch.

4. Selection process

- 4.1 During the selection process, when the considered Batch is allocated, the selection process is completed for this Batch.
- 4.2 The selection process is done successively for each Batch.
- 4.3 ENGIE will identify on the List of Requests for a Batch the L1 List and the N1 Number of Requests for a Batch that meet all the selection criteria (i) to (iv).
 - 4.3.1 If the N1 Number is equal to 0, then the allocation process continues to Clause 4.4.
 - 4.3.2 If the N1 Number is equal to 1, then ENGIE shall assign the Batch pursuant to the Request for a Batch from the L1.
 - 4.3.3 If the N1 Number is equal or greater than 2, ENGIE shall apply the provisions of Section 5 of the Allocation Rules, the List of Requests for a Batch by Lottery being the L1 List.
- 4.4 ENGIE shall identify on the List of Requests for a Batch the L2 List and the N2 Number of Requests for a Batch that meet selection criterion (i).
 - 4.4.1 If the N2 Number is equal to 0, then the allocation process continues to Clause 4.5.
 - 4.4.2 If the N2 Number is equal to 1, then ENGIE shall assign the Batch pursuant to the Request for a Batch from the L2 List.
- 4.5 ENGIE will apply the provisions of Section 6 of the Allocation Rules, the LS List being, on the List of Requests for a Batch, the List of Requests for a Batch satisfying the 3 selection criteria (ii) to (iv). The second Batch shall nevertheless not be assigned to the Assignee of whole or a part of the first Batch, including its Related Parties, in the framework of the Clause 4.5 if the Assignment of the first Batch took place by the application of Clause 4.5.
- 4.6 ENGIE will apply the provisions of Section 6 of the Allocation Rules, the LS List being, on the List of Requests for a Batch, the List of Requests for a Batch satisfying at least 1 selection

criterion of the selection criteria (ii) to (iv). The second Batch shall not be assigned to the Assignee of whole or a part of the first Batch, including its Related Parties, in the framework of the Clause 4.6 if the Assignment of the first Batch took place by the application of Clause 4.6, unless no other Request for a Batch satisfying at least one of the criteria (ii) to (iv) has been submitted by a Qualified Subscriber (not being a Related Party to the Assignee)..

4.7 ENGIE shall apply the provisions of Section 6 of the Allocation Rules, the LS List being the List of Requests for a Batch.

4.8 The selection process is complete.

5. Under the Lottery procedure

5.1 The lottery takes place only among Requests for a Batch from the List of Requests for a Batch by Lottery.

5.2 The bailiff identifies the Requests for a Batch from the List of Requests for a Batch by Lottery.

5.3 If a Qualified Subscriber, or a Related Party, on the List of Requests for Batch B by Lottery is already Assignee for the Batch A, then its Requests for a Batch is withdrawn from the List of Requests for Batch B by Lottery.

5.4 If a Group of Related Parties is represented by several Qualified Subscribers on the List of Requests for a Batch by Lottery, then only one Request for a Batch from this Group of Related Parties is maintained from the List of Requests for a Batch by Lottery.

5.5 A lottery takes place under the supervision of the bailiff.

5.6 The bailiff records the Request for a Batch drawn by lottery. If the Request for a Batch drawn by Lottery was part of a Group of Related Parties and this Group of Related Parties before the application of Clause 5.4 was represented by several Qualified Subscribers on the List of Requests for a Batch by Lottery then ENGIE shall contact the Qualified Subscriber whose Request for a Batch was drawn by lottery, and shall assign the Batch in accordance with the Request for a Batch on the List of Requests for a Batch by Lottery before the application of Clause 5.4 of one of the Qualified Subscribers from this Group of Related Parties chosen by the Qualified Subscriber whose Request for a Batch was drawn by lottery.

6. Under Selection Procedure based on the Submitted Duration

6.1 The procedure below applies only to Requests for a Batch from the LS List.

6.2 The NS Number is the number of Requests for a Batch from the LS List.

6.3 If the NS Number is equal to 0, then the process of allocation continues to Clause 6.6

6.4 If the NS Number is equal to 1, then ENGIE assigns the Batch in accordance with the Request for a Batch from the LS List.

6.5 ENGIE will start the Selection Number at 14 for both Batches.

6.5.1 ENGIE will identify, on the LS List, the LSC List and the NSC Number of Requests for a Batch where the Submitted Duration is equal to the Selection Number.

6.5.2 If the NSC Number is 0, then the process of allocation continues to Clause 6.5.6.

6.5.3 If the NSC Number is equal to 1, then ENGIE will assign the Batch in accordance with the Request for a Batch from the LSC List.



- 6.5.4 If the NSC Number is equal or greater than 2, ENGIE identifies in the LSC List the LSC1 List and the NSC1 of Number of Batches satisfying at least 1 selection criterion of the selection criteria (ii) to (iv).
 - 6.5.4.1 If the NSC Number is 0, then the process of allocation continues to Clause 6.5.5.
 - 6.5.4.2 If the NSC Number is equal to 1, then ENGIE will assign a Batch in accordance with the Request for a Batch from the LSC1 List.
 - 6.5.4.3 If the NSC Number is equal or greater than 2, then ENGIE shall apply the provisions of Section 5 of the Allocation Rules, the List of Requests for a Batch by Lottery, being the LSC1 List.
- 6.5.5 ENGIE shall apply the provisions of Section 5 of the Allocation Rules, the List of Requests for a Batch by Lottery, being the LSC List.
- 6.5.6 If the Selection Number is greater than or equal to 2, then the Selection Number is reduced by 1 and the process of allocation continues to Clause 6.5.1.
- 6.6 The process of allocation continues to the clause following where it was before application of the provisions of Section 6 of the Allocation Rules.