



TOTAL EAST AFRICA MIDSTREAM B.V.
Bordewijklaan 18
2591 XR, The Hague,
THE NETHERLANDS

BOLLORE AFRICA LOGISTICS SAS
31-32 Quai de Dion Bouton
92811 Puteaux
France

Date: 24th June 2021

Ref: CONDITIONAL LETTER OF AWARD FOR THE MAIN LOGISTICS CONTRACTOR SERVICES ("MLC") RELATING TO EAST AFRICA CRUDE OIL PIPELINE PROJECT

Dear Sirs,

TOTAL EAST AFRICA MIDSTREAM B.V., a company organised and existing under the Laws of The Netherlands and having its registered office in at Bordewijklaan 18, 2591 XR, The Hague and registered with the Trade Register of the Dutch Chamber of Commerce under number 66372739 and represented by its Managing Director (hereinafter referred to as "**COMPANY**"),

notifies, subject to the conditions described herein, its decision to award to:

Bollore Africa Logistics SAS, a company organised and existing under the Laws of the France, and having his registered office at 31-32 Quai de Dion Bouton, 92811 Puteaux, France, represented by Mr Philippe LABONNE in his capacity as Director of Bollore Africa Logistics SAS (hereinafter referred to as "**CONTRACTOR**")

- contracts for the performance of the Main Logistics Contractor Services (the "**SERVICES**") for the EACOP Project.

COMPANY and CONTRACTOR are respectively referred to hereinafter as a "**PARTY**" and jointly as the "**PARTIES**".

This conditional letter of award will hereinafter be referred to as the "**Letter of Award**".

1. DEFINITIONS

Except as otherwise provided for in the Letter of Award, all words and expressions appearing in capital letters in the Letter of Award will have the same meaning assigned to them in the specimen contract sent by COMPANY to CONTRACTOR in the call for tender referenced CFT10004942/3 (hereinafter referred to as the "**SPECIMEN CONTRACT**").

2. EFFECTIVE DATE OF THE LETTER OF AWARD

- 2.1 The effective date of the Letter of Award shall be **24th June 2021** (the "**Letter of Award Effective Date**").

- 2.2 The validity period of the Letter of Award means a period of three (3) consecutive calendar months starting from the Letter of Award Effective Date (hereinafter referred to as the "Validity Period").
- 2.3 During the Validity Period, CONTRACTOR undertakes not to enter into any commitment with any third party with respect to the equipment and personnel needed to provide the SERVICES to COMPANY under the CONTRACTS without the prior written consent of COMPANY.
- 2.4 Upon signature of the CONTRACTS, this Letter of Award will automatically terminate.

3. CONTRACTS TERMS AND CONDITIONS

- 3.1 Subject to Article 4, the CONTRACTS (one for the MIDSTREAM PERIMETER and one for the UPSTREAM PERIMETER as defined in the SPECIMEN CONTRACT) will be based on the SPECIMEN CONTRACT which will be amended solely in accordance with the following documents, listed by order of precedence:
 - a) The terms and conditions set forth in the Letter of Award and its attachments;
 - b) Subject to Sub-article (e) below, the terms and conditions included in the contractual, technical, and commercial document(s): EXHIBITS A, B, C, D, E, F, G, H, I, J, K and the annexes issued to the CONTRACTOR through E-mail by Mr Paul Gastine to Mr Olivier Rougeot on 21st June 2021,
 - c) The draft terms and conditions (the "SPECIMEN CONTRACTS") issued to the CONTRACTOR through E-mail by Mr Paul Gastine to Mr Olivier Rougeot on 21st June 2021,
 - d) CONTRACTOR's updated commercial offer (BAFO) dated 18th of June 2021 with an end of validity on the 21st August 2021,
 - e) The outstanding issues in the contractual, technical, and commercial clarifications document(s) listed herein after in Annex 2 (Technical/Contractual/Commercial – Outstanding issues list);
- 3.2 Neither COMPANY nor CONTRACTOR will be entitled to raise a subject of disagreement other than the outstanding issues formally identified in the above mentioned documents provided that the PARTIES acknowledge that further amendments may be specifically required by the LENDERS for financing purposes.

4. CONDITIONS OF THE AWARD OF THE CONTRACTS

- 4.1 The award of the CONTRACTS will be subject to the fulfillment of the following conditions:
 - a) COMPANY having obtained:
 - i. all necessary supervisory approvals,
 - ii. PARTICIPANTS' approvals,
 - iii. all necessary approvals by the relevant state, governmental or administrative authorities;
 - iv. CONTRACTOR's evidence of valid registration in Uganda and Tanzania;
 - b) COMPANY having put in place financing arrangement for the PROJECT to its satisfaction.



- c) Mutual agreement between the PARTIES on any outstanding issues in respect of the SPECIMEN CONTRACTS (contractual, technical and commercial) terms and conditions.
- 4.2 Except as expressly provided for herein, if despite the reasonable efforts and good faith of the PARTIES, the above conditions are not met on or before the last day of the Validity Period, the Letter of Award will automatically expire without the need of written notice, and, subject to Article 6.0, neither PARTY will be held liable to the other PARTY for any payment, reimbursement, damages or compensation or indemnity whatsoever solely in connection with the expiry of the Letter of Award, the subject matter thereof, or anything arising out of or in relation to the Letter of Award.
- 4.3 Notwithstanding the foregoing, each PARTY will remain liable to the other PARTY for any and all breaches of any of its obligations under the Letter of Award which occurred before the Letter of Award has expired or was terminated.

5. EXTENSION OF THE VALIDITY PERIOD

- 5.1 COMPANY will be entitled, at its sole discretion, to extend the Validity Period, for an additional period of one hundred and eighty (180) calendar days starting from the end of the Validity Period if the PARTIES do not sign the CONTRACTS before the end of the Validity Period (hereinafter referred to as the "Extended Validity Period").
- 5.2 Such right will be subject to a seven (7) calendar days' prior written notice.
- 5.3 During such Extended Validity Period, CONTRACTOR undertakes not to commit the equipment and personnel needed to provide the SERVICES to COMPANY under the CONTRACTS to any other third party.

6. EARLY SERVICES

- 6.1 CONTRACTOR undertakes to carry out part of the SERVICES further detailed in and within the limit of Annex 1 (hereinafter referred to as the "EARLY SERVICES").
- 6.2 Performance of the EARLY SERVICES shall be governed by the terms and conditions of the SPECIMEN CONTRACTS, including, for the avoidance of doubt, its indemnity and liability provisions, it being understood that "SERVICES" shall be construed as meaning "EARLY SERVICES" and "CONTRACT EARLY SERVICES PRICE" that portion of the CONTRACT PRICE related to such EARLY SERVICES as set out in Article 6.6 of this Letter of Award.
- 6.3 CONTRACTOR undertakes to engage within the terms and limits of this Letter of Award their Ugandan and Tanzanian SUBCONTRACTORS identified in EXHIBIT I to carry out their related part of the EARLY SERVICES defined in Annex 1.
- 6.4 CONTRACTOR shall keep the COMPANY fully and properly informed on all matters relating to the performance and progress of the EARLY SERVICES and shall report to COMPANY in accordance with all the requirements of this Letter of Award.
- 6.5 Subject to execution of the future CONTRACTS, EARLY SERVICES will be deemed to be an integral part of the SERVICES and all communications between the PARTIES from this Letter of Award Effective Date will be deemed to have taken place under the CONTRACTS and as such any instructions from COMPANY will remain valid throughout the period of the CONTRACTS.
- 6.6 In consideration of CONTRACTOR performing the EARLY SERVICES and upon presentation of valid invoices, COMPANY will pay such invoices up to a maximum aggregate amount of **Fifty Thousand Dollars of the United States (USD 50,000 only), net of VAT and with-holding tax.**

- 6.7 Subject to execution of the future CONTRACTS, all payments by COMPANY to CONTRACTOR pursuant to the preceding paragraph will be considered as a payment made under and in respect of the CONTRACTS and will be accounted for accordingly.
- 6.8 Payment of the EARLY SERVICES will be made based on a lump-sum agreed figure with invoices being issued only in the circumstances described in Annex 1 for the SERVICES carried by CONTRACTOR and APPROVED by COMPANY. Invoices will be sent to the following address:

TOTAL EAST AFRICA MIDSTREAM B.V.
Accounting Department
Bordewijklaan 18, 2591 XR,
The Hague,
The Netherlands

Copy send by electronic-mail to the following addresses:

Raoul.ramdjan@total.com
Maria.sorokhtina@total.com

7. TERMINATION OF THE LETTER OF AWARD

- 7.1 COMPANY will have the right to terminate the Letter of Award at any time for COMPANY's convenience, by prior written notice to CONTRACTOR.
- 7.2 Provided CONTRACTOR has acted in good faith to finalize the CONTRACTS, in the event of such termination, or expiry of the Letter of Award pursuant to Article 4.2, COMPANY will pay to CONTRACTOR the unpaid balance of the compensation for the EARLY SERVICES completed by CONTRACTOR at the date of termination and termination costs in accordance with Article 7 of the SPECIMEN CONTRACTS.

8. LIABILITIES ARISING FROM THIS LETTER OF AWARD

- 8.1 No PARTY will be liable to the other PARTY for CONSEQUENTIAL LOSS, howsoever caused, resulting from or arising out of the Letter of Award.
- 8.2 No PARTY will be liable to the other PARTY for:
- any cost or expense incurred by such other PARTY in relation to the preparation and execution of the Letter of Award and negotiation of the CONTRACTS, and,
 - subject to Article 6 and Article 7.2 of this Letter of Award, any payment, reimbursement, damages or compensation whatsoever solely in connection with the termination of the Letter of Award or anything arising out of or in relation to the Letter of Award.

9. MISCELLANEOUS

- 9.1 CONTRACTOR shall keep the terms of this Letter of Award and the fact of its existence, and all confidential information in connection with the CONTRACTS strictly confidential subject to the exceptions set out in sub-Article 2.2 of the SPECIMEN CONTRACTS.
- 9.2 The Letter of Award will be governed and interpreted in accordance with the laws of England, excluding any provisions thereunder with respect to the conflict of laws.
- 9.3 The PARTIES will endeavour to settle by negotiation any dispute arising out of or in connection with the Letter of Award, and all the consequences thereof. Such dispute will be duly notified by the claiming PARTY to the other PARTY, in the forms required under the Letter of Award and with due reference to the present Article, and the PARTIES will



endeavour to settle such dispute by negotiation within forty-five (45) days from receipt of said notice.

In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claimant may notify to the other PARTY its intention to submit the dispute to arbitration.

The dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules.

The president of the tribunal of arbitration will be a lawyer.

The arbitration will be held in Paris, France and will be conducted in the English language.

The arbitrators will decide according to law and not ex-aequo et bono.

Each PARTY may at any time request from a competent judicial authority any interim or conservatory measure.

The PARTIES undertake to keep strictly confidential the existence and the contents of the arbitration proceedings.

- 9.4 Articles 7.2, 8, 9.1, 9.2, 9.3 of the Letter of Award will survive the nullity or termination of this Letter of Award.

10. ACKNOWLEDGMENT OF THE LETTER OF AWARD

- 10.1 The CONTRACTOR is to confirm its acceptance of the foregoing by arranging to have this Letter of Award signed by a duly authorised officer of CONTRACTOR in duplicate, retaining one original and returning the second original to COMPANY's Contracts Engineer together with evidence of the signatory's authority.
- 10.2 The Letter of Award will become binding on COMPANY on its effective date as defined in section 2.1.
- 10.3 Such original copy will be delivered by CONTRACTOR to:

TOTAL EAST AFRICA MIDSTREAM B.V.
Tour Coupole
2, Place Jean Millier
92078 Paris La Défense
FRANCE
For the attention of: Martin Tiffen
E-mail: martin.tiffen@total.com



Yours faithfully,

For and on behalf of COMPANY

For and on behalf of CONTRACTOR

Name:

Name:

LABONNE

Position:

Position:

DIRECTOR *President*

Signature:

Signature:



Date:

Date:

24. 6. 2021

Established and executed in two (2) originals.

ANNEX 1

Detailed Scope of EARLY SERVICES under Letter of Award

This annex sets forth the detailed scope of SERVICES to be carried out by CONTRACTOR under this Letter of Award.

In the event of any ambiguity or contradiction between narrative below and SPECIMEN CONTRACT, precedence shall be given to SPECIMEN CONTRACT unless otherwise informed by COMPANY pursuant to CONTRACTOR request for clarification.

Scope of EARLY SERVICES

- The EARLY SERVICES price is related only to de-risking activities by early development of Procedures and Documentation in accordance with COMPANY requirements.
- At Letter of Award signature, CONTRACTOR will provide a non-exhaustive list of Procedures and Documentation for COMPANY review and approval.
- CONTRACTOR will establish an order of priority for the development of the captioned Procedures and Documentation in accordance with the CONTRACT. CONTRACTOR will develop such Procedures and Documentation in accordance with COMPANY priorities.
- CONTRACTOR will provide two dedicated and specialist personnel to complete the EARLY SERVICES in accordance with the agreed sequence of priorities. Additional resources will be provided by CONTRACTOR where specialist input is required.
- CONTRACTOR will consult COMPANY wherever clarifications or specific input is required from COMPANY in order to ensure that the information within the Procedures and Documentation is appropriate.
- COMPANY may increase or decrease the list of Procedures and Documentation at any time, prior to CONTRACTOR working on the specific Procedure and/or Document in accordance with the agreed order of priority.

EARLY SERVICES Price

- Each individual Procedure or Document will be invoiced at Five Hundred United States Dollars (USD 500) regardless of complexity.
- The maximum aggregate price will not exceed Fifty Thousand United States Dollars (USD 50,000) for the entire EARLY SERVICES activity.
- Each individual Procedure or Document must be approved in writing by COMPANY on completion. Future updates of the Procedures or Documents will be undertaken as part of the SPECIMEN CONTRACT Scope of Services.
- Until such approval, CONTRACTOR will not invoice COMPANY for the subject Procedure or Document.



EARLY SERVICES Invoicing & Conditions

- Invoicing for the EARLY SERVICES work described above will not be implemented until the Contract has been awarded in accordance with Article 4 herein.
- If the CONTRACTS are formally signed, a credit note will be issued which will cancel each invoice. For clarity if the CONTRACTS are formally signed, no charge will be made for the EARLY SERVICES performed prior to such signature.
- If additional Procedures and Documents are required after signature of the SPECIMEN CONTRACT, such work will be completed without charge as part of the SPECIMEN CONTRACT Scope of Services.
- EARLY SERVICES invoices will be payable by COMPANY only if **(a)** CONTRACTOR is not selected for award of SPECIMEN CONTRACT CFT10004942/3 in accordance with Article 4 herein or **(b)** the SPECIMEN CONTRACT and its Scope of Services is not signed within the period of the Validity Period, or the Extended Validity Period as applicable, including any agreed extension or **(c)** the Letter of Award is terminated or expires without award of CONTRACT to CONTRACTOR.





ANNEX 2
List of Outstanding issues (Commercial/Contractual/Technical) as attached

CATEGORY	ITEM	OUTSTANDING ISSUE	ACTION	DATE CLOSED
1	TECHNICAL (ONSHORE) FBE/PUF pipe - Change of Composition	Customs procedure and regime to be defined for Ugandan PUF pipe due to change of composition.	Action: Contractor to propose Importation procedure during CLOA.	
2	TECHNICAL (ONSHORE) Tanzania Customs	TASAC monopoly liaison function / responsibilities to be developed. Liaison with TASAC in accordance with Tanzanian Law. TASAC are exclusive customs agent under this Project category.	Action: Contractor to propose Importation procedure during CLOA.	
3	TECHNICAL (ONSHORE) Discharging PUF pipe from trucks and reloading supports	Contractor is responsible for handling pipe support equipment at the three first MCPYs for a 3 month period. Thereafter responsibility and associated charges should transfer to pipe-lay contractor. MHE and personnel will be required.	Action: Contractor to propose pipe support handling procedure during CLOA.	
4	TECHNICAL (ONSHORE) Night driving authorisation port to Buffer yard	Company to update on status, Contractor to support Company.	Action: Company action to arrange meeting with Tanzania Road Authorities (TAR) with Tenderer support as required.	
5	TECHNICAL (ONSHORE) Blanket permit for pipe transportation	Company to update on status, Contractor to support Company as required.	Action: Company action to arrange meeting with Tanzania Road Authorities (TAR) with Tenderer support as required.	
6	TECHNICAL (ONSHORE) Pipe Discharge / Load speed - effect on logistics cycle (truck utilisation)	The content and recommendations within Commercial Clarification Request (page 11) dated 7.01.2021 will be affected by the speed (faster or slower) of [1] discharging FBE pipe and loading PUF pipe at the TIS contractor premises and [2] discharging PUF pipe at MCPY by pipe-lay EPC. These considerations will have a potential effect on the logistics cycle and should be quantified	Action: Contractor to propose pipe support handling procedure during CLOA.	

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CATEGORY	ITEM	OUTSTANDING ISSUE	ACTION	DATE CLOSED
		with clear loads discharge objectives for the above contractors. To be discussed and incorporated into Exhibits, as applicable.		
7 TECHNICAL (ONSHORE)	Marshalling Yard Layout	Exact layout per Marshalling Yard to be designed and agreed with COMPANY (per MCPY).	Action: Company to validate proposed MCPY layout during CLOA.	
8 TECHNICAL (ONSHORE)	PUF pipe contact calculations at MCPYs	The content and recommendations within MLC-CR-048 have not yet been clearly agreed and validated. Should be incorporated into Exhibits, as applicable. Subject to Company's MLC-TB-056.	Action: Upon confirmation of Company's PUF supplier selection further details will be shared with Contractor. Contractor to update calculations and recommendations based on further details.	
9 TECHNICAL (ONSHORE)		Contractor's scope ends at FOT after handover. Safe delivery protocol to be agreed (inspections, etc.).	Action: Contractor to propose equipment handling procedure during CLOA.	
10 TECHNICAL (ONSHORE)	Additional Marshalling Yard considerations	Contractor wishes to establish criteria for safe removal of PUF pipe from Contractor's transportation (construction contractor should not damage pipe support mechanisms and any delay or damage caused should not adversely affect Contractor's activities.	Action: Contractor to propose pipe support handling procedure during CLOA.	
11 TECHNICAL (ONSHORE)		Also clarify on any continuing accommodation requirements for Contractor staff (inspectors, driver overnight rest, etc.).	Action: Contractor to provide a plan and clarity for its Personnel accommodation requirements	
12 TECHNICAL (OFFSHORE)	Line Pipe Sea Transportation	Parties to discuss and agree on batches concept : size, planning , expected number of shipments to optimize with vessel capacity @ 20 Tiers	Action: To be discussed during CLOA and proposal to be submitted by Contractor for Company consideration.	

CATEGORY	ITEM	OUTSTANDING ISSUE	ACTION	DATE CLOSED
13 TECHNICAL (OFFSHORE)	Line Pipe Sea Transportation	Company to consider Tiers Limitation as per calculation proposed by Tenderer to go above 20 Tiers	Action: To be discussed during CLOA and proposal to be submitted by Contractor for Company consideration.	
14 TECHNICAL (OFFSHORE)	Line Pipe Sea Transportation	Company to confirm pipe suppliers responsibility : Pipe Loading Speed minimum 500 per day, FOB, Lashed secured and dunnage Loading and offloading 24/7 Operations	Action: To be discussed during CLOA	
15 TECHNICAL (OFFSHORE)	Sea Transportation	Parties to discuss and agree Lead Time and Liquidated Damages	Action: To be discussed during CLOA and to be closed before contract signature	
16 TECHNICAL (OFFSHORE)	Sea Transportation	Contractor to provide responsibility matrix to identify the roles and duties of each stakeholder	Action: To be discussed during CLOA and to be closed before contract signature	
17 TECHNICAL (OFFSHORE)	Line Pipe Sea Transportation	Company to provide notice for chartered Vessel : Impact on Laycan duration, transit time, potential Detention, Deadfreight, cancellation notice	Action: To be discussed during CLOA period	
18 COMMERCIAL (ONSHORE & OFFSHORE)	Withholding Tax	Inclusion of Withholding Tax provisions	Action: To be discussed during CLOA and to be closed before contract signature	
19 COMMERCIAL (ONSHORE & OFFSHORE)	VAT	Inclusion of VAT where MLC-CR-060 increases Contractor's costs	Action: To be discussed during CLOA and to be closed before contract signature	
20 COMMERCIAL (ONSHORE)	4.0 Handling & Storage - Marshalling Yards	See Technical Tab relating to Vacuum lifting equipment/MHE (excavator) and personnel at MCPYs and Tender response - Section D - Additional Commercial Considerations 15.10.20. Contractor's pricing (Exhibit C 4.3 - 7.Q) is based on 12 months of invoicing for MHE usage and personnel while Company proposes only a 3 month period prior to handover. Contractor has proposed cost savings solutions as per	Action: To be discussed during CLOA, Contractor to submit proposal for Company review.	

CATEGORY	ITEM	OUTSTANDING ISSUE	ACTION	DATE CLOSED
		Tender response - Section D - Additional Commercial Considerations 15.10.20. This issue has not yet been clearly agreed and validated. Should be incorporated into Exhibits, as applicable.		
21 COMMERCIAL (ONSHORE)	Mobilisation elements (specific)	The content of MLC-CR-054 has not yet been clearly agreed and validated. Should be incorporated into Exhibits, as applicable.	Action: Exhibit D to be updated during CLOA period. To be removed from this list and agreed during CLOA period.	
22 COMMERCIAL (ONSHORE)	HLOOG / Abnormal Load planning to be based on accurate cargo-profile	Company to provide packing list and delivery schedule for Contractor to plan the mobilisation of suitable resources. Updated Route survey, etc. N.B. Relevant commercial elements to be defined depending on precise cargo profile. Also included in Technical section.	Action: Commercial mechanism to be agreed during the CLOA period.	
23 COMMERCIAL (OFFSHORE)	Container Freight	Container Freight Proposal	Action: Fee has been agreed at cost + 10%. Mechanism / wording to be proposed by Contractor. Agreed wording to be added by Contractor to Exhibit C main document and removed from this list during CLOA period.	
24 COMMERCIAL (OFFSHORE)	International Freight	Line Pipe and Breakbulk: Deadfreight in case of cargo not ready	Action: Any commercial impact must be made clear by Contractor and any mechanism agreed by Company prior to signing CLOA (Exhibit C to be final prior to contract signature). To be closed during CLOA period.	

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CATEGORY	ITEM	OUTSTANDING ISSUE	ACTION	DATE CLOSED
25	COMMERCIAL (OFFSHORE) International Freight	Containers: Freetime at POLs and PODs	Action: To be discussed and agreed by Company during CLOA period.	
26	COMMERCIAL (OFFSHORE) Line Pipe-Sea Transportation	Parties to discuss and agree batches concept: size, planning, and expected number of shipments in order to assess vessel size capacity	Already captured in Item 12 above, to be removed from this list.	

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