

NATIONAL GRID GRAIN LNG LIMITED

NEW SHIPPER ACCESS CODE

VERSION 1.2 – 1st April 2025

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PART A - SHIPPER SERVICES AND CHARGES

PART A - NEW SHIPPER SERVICES AND CHARGES**1 Services Agreement****1.1 New Shipper Access Code**

1.1.1 This New Shipper Access Code comprises:

- (a) this Part A, which sets out the terms relating to Capacity in the Terminal, the New Shipper Services and Annual Capacity Charges;
- (b) Part B, which sets out terms relating to berthing and unloading of LNG Tankers at the Terminal;
- (c) Part C, which sets out terms relating to the storage of LNG at the Terminal and the Delivery of gas from the Terminal to New Shippers;
- (d) Part D, which contains general terms relating to the New Shipper Services and this New Shipper Access Code; and
- (e) Annex I, which sets out rules for measurement, analysis and calculation in relation to the New Shipper Services.

1.1.2 This New Shipper Access Code is given effect as between GLNG and a New Shipper by the entering into of a Terminal User Agreement between GLNG and that New Shipper as described below, which shall also give effect to the New Shipper GTCs, which subject to Section A1.1.3 together shall comprise for that New Shipper its Services Agreement.

1.1.3 Where a New Shipper wishes to access one or more Ancillary Services, then this New Shipper Access Code and/or the New Shipper GTCs, and accordingly the New Shipper's Services Agreement, may be varied and supplemented by the applicable Service Specific Terms and Conditions relating to such Ancillary Service(s) upon entering into an Ancillary Services Agreement between GLNG and that New Shipper giving effect to such Service Specific Terms and Conditions.

1.2 Terminal User Agreement

The Terminal User Agreement between GLNG and the New Shipper sets out the specific terms applicable to that New Shipper's Services Agreement, including:

- (a) the New Shipper's Initial Capacity Entitlement;
- (b) the term over which the New Shipper is to hold and pay for such Initial Capacity Entitlement; and
- (c) the applicable Annual Capacity Charge and certain other charges payable by the New Shipper in respect of such Initial Capacity Entitlement and the New Shipper Services.

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1.3 Definitions and Interpretation

- 1.3.1 Capitalised or otherwise defined terms used in this New Shipper Access Code shall, unless the context requires otherwise, have the meanings given in Part D of the New Shipper GTCs, being the prevailing general terms and conditions applicable to New Shippers relating to the use of the Terminal.
- 1.3.2 The further provisions set out or referred to in Part D of the New Shipper GTCs shall apply as to the interpretation of this New Shipper Access Code.

2 New Shipper Services and Capacity**2.1 New Shipper Services**

The New Shipper Services provided by GLNG consist of:

- (a) the berthing and unloading of LNG Tankers at the Terminal in accordance with Part B;
- (b) the storage of LNG in accordance with Part C;
- (c) the delivery of gas at the Gas Delivery Points in accordance with Part C; and
- (d) all and any Ancillary Services provided pursuant to the applicable Service Specific Terms and Conditions.

2.2 Capacity

2.2.1 Capacity in the Terminal comprises Delivery Capacity, Storage Capacity and Berthing Entitlement, and for the purposes of this New Shipper Access Code:

- (a) **Delivery Capacity** is capacity, in GWh/Day, which entitles the New Shipper (provided it has Available LNG-in-store) to have gas Delivered from the Terminal at any of the Gas Delivery Points;
- (b) **Storage Capacity** is capacity, in cubic metres (m³), which entitles the New Shipper to unload LNG from an LNG Tanker into, and to hold LNG-in-store in, storage tanks at the Terminal; and
- (c) **Berthing Entitlement** is the entitlement to a specified number of Berthing Slots.

2.2.2 A New Shipper's **Initial Capacity Entitlement** shall be the amount of Delivery Capacity and Storage Capacity allocated to it for each Gas Year in the Term, together with the Berthing Entitlement allocated to it for each Programme Year in the Term, all as specified in that New Shipper's Terminal User Agreement, and is referred to in this New Shipper Access Code as the New Shipper's **Initial** Delivery Capacity, Storage Capacity or Berthing Entitlement (each and together, the **Initial** Capacity, and as may be reduced or increased from time to time as a result of any assignment under Section A3.4.1).

2.2.3 In relation to a Package Shipper:

- (a) the Initial Capacity shall be bundled in, and will only be applicable during, a Package Service Period associated with individual Packages, save that at all other

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times a Package Shipper shall be deemed have Storage Capacity to cover its Minimum Inventory (if any);

- (b) the number of Packages to which it is entitled in a Programme Year (which shall be its Berthing Entitlement in that Programme Year) and, for each Package, the Package Service Period and associated Initial Storage Capacity and Initial Delivery Capacity, shall be as specified in its Terminal User Agreement; and
- (c) at the expiry of each Package Service Period, and until commencement of the Package Service Period associated with any subsequent Package held by it, that Package Shipper shall have no further entitlement to Storage Capacity (save in respect of any obligations relating to Minimum Inventory, if applicable) or Delivery Capacity, and no Berthing Entitlement, unless and to the extent it has been allocated additional Capacity in accordance with Section A2.3 or has had transferred or assigned to it sufficient Capacity in accordance with Sections A3.1 or A3.4 respectively.

2.2.4 Save as otherwise expressly provided herein, nothing in this New Shipper Access Code confers on any New Shipper any rights to Delivery Capacity, Storage Capacity or Berthing Entitlement greater than the amount allocated or held in accordance with the New Shipper's Services Agreement (including without limitation any additional Capacity resulting from any expansion of the Terminal).

2.2.5 Except in accordance with its Services Agreement, a New Shipper shall have no entitlement to offtake or have delivered gas or LNG from the Terminal.

2.3 Additional Capacity

2.3.1 In addition to Initial Delivery Capacity, Storage Capacity or Berthing Entitlement, and at a New Shipper's request, GLNG may agree to allocate to any New Shipper an amount of additional Delivery Capacity, Storage Capacity or Berthing Entitlement subject to and in accordance with the provisions of this New Shipper Access Code.

2.3.2 GLNG may, in accordance with all and any applicable Legal Requirements, establish (including by way of auction) and from time to time vary the charges payable in respect of any such additional Delivery Capacity, Storage Capacity or Berthing Entitlement, and shall notify such charges prevailing from time to time to New Shippers and all other Terminal Shippers.

2.3.3 If a New Shipper is allocated additional Delivery Capacity, Storage Capacity or Berthing Entitlement it shall be liable for and shall pay to GLNG the prevailing charges established pursuant to Section A2.3.2 at the time of allocation.

3 Transfers of Capacity

3.1 Transfers

3.1.1 A New Shipper or (as the case may be) any other Terminal Shipper (the **transferor**) may:

- (a) transfer all or part of its Delivery Capacity and/or Storage Capacity, for any Day or period of consecutive Days (the **transfer period**); and/or

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- (b) make a transfer in respect of all or part of its LNG-in-store with effect from any Day (the **transfer date**); and/or
- (c) transfer all or part of its Berthing Entitlement or any of its Berthing Slots for a Programme Year,

to another Terminal Shipper (the **transferee**), subject to and in accordance with this Section A3.

3.1.2 As a party to a Capacity Transfer, a New Shipper, being either the transferor or transferee, shall give notice ("**Capacity Transfer Notice**") to GLNG in a form specified by GLNG from time to time, which subject thereto shall set out:

- (a) the identity of the transferor and the transferee;
- (b) whether or not the Capacity Transfer is an Entire Package Transfer and, if so, the Package Service Period to which it relates;
- (c) in the case of a transfer of Delivery Capacity and/or Storage Capacity:
 - (i) the amount of Delivery Capacity and/or Storage Capacity required to be transferred; and
 - (ii) the required transfer period;
- (d) in the case of the transfer of any Berthing Entitlement, a number of Berthing Slots the subject of the transfer, and the Programme Year(s) to which the transfer relates;
- (e) in the case of the transfer of a Berthing Slot allocated to the New Shipper in an Annual Unloading Programme pursuant to Section B3, the Berthing Slot and Programme Year to which the transfer relates; and
- (f) in the case of a transfer in respect of LNG-in-store:
 - (i) the amount (in GWh) of LNG-in-store in respect of which the transfer is required to be made; and
 - (ii) the required transfer date.

3.1.3 Except where otherwise agreed in writing by GLNG, a Capacity Transfer Notice shall be given to GLNG by email (or as may otherwise be agreed by GLNG) not later than:

- (a) in the case of an Entire Package Transfer or transfer of a Berthing Slot, five (5) days before the applicable Scheduled Unloading Date;
- (b) in the case of a transfer of Delivery Capacity or Storage Capacity, 02:00 hours on the Day preceding the first Day of the required transfer period;
- (c) in the case of a transfer of all or part of a Berthing Entitlement, 1 October in the year preceding the Programme Year in relation to which the transfer is required to be made; and

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- (d) in the case of a transfer in respect of LNG-in-store, 02:00 hours on the Day preceding the required transfer date.
- 3.1.4 A Terminal Shipper (including a New Shipper) may not make a Capacity Transfer (and any such Capacity Transfer purported to be made (including the concomitant Capacity Transfer Notice) shall be automatically void) where:
- (a) as a result of effecting such Capacity Transfer either the transferor or the transferee would have LNG-in-store in excess of its Storage Capacity;
 - (b) as a result of effecting such Capacity Transfer the transferor's LNG-in-store or Storage Capacity would be less than its Minimum Inventory (where applicable);
 - (c) as a result of effecting such Capacity Transfer the amount in aggregate of Delivery Capacity or Storage Capacity subject to Capacity Transfers made by the Terminal Shipper as transferor would, at any time in the transfer period, exceed the amount of the Terminal Shipper's Delivery Capacity or Storage Capacity;
 - (d) in the case of the transfer of any Berthing Entitlement or a Berthing Slot, the Terminal Shipper's Berthing Entitlement at the relevant time is insufficient.
- 3.1.5 Where any one or more of the circumstances in Section A3.1.4 apply such that the Capacity Transfer (including the concomitant Capacity Transfer Notice) is automatically void, then GLNG may (but shall not be obliged to) either:
- (a) notify the transferor and transferee that the required Capacity Transfer cannot be effected (but for the avoidance of doubt the absence of such notice from GLNG shall not render the Capacity Transfer Notice valid); or
 - (b) accept the Capacity Transfer notwithstanding that the Capacity Transfer Notice is void, subject to such modifications and conditions as GLNG may reasonably require and which GLNG shall notify to the transferor and transferee by email, and without prejudice to any Overrun Charge payable in accordance with Section C7.
- 3.1.6 For each Capacity Transfer the subject of a valid Capacity Transfer Notice or otherwise accepted by GLNG pursuant to Section A3.1.5(b), the transferor and transferee shall ensure that a record of such Capacity Transfer is made by logging the submission of the Capacity Transfer as an Operational Notice as soon as practicably possible.
- 3.1.7 A Capacity Transfer in relation to Delivery Capacity, Storage Capacity or LNG-in-store will be deemed to take effect at the start of the relevant Day.

3.2 Effect of Capacity Transfers

- 3.2.1 Where a Capacity Transfer is made, then subject to Section A3.2.2:
- (a) in the case of a transfer of Delivery Capacity or Storage Capacity, the transferee will be treated as holding (and the transferor will be treated as ceasing to hold), for the transfer period, the amount of Delivery Capacity or (as the case may be) Storage Capacity subject to the transfer;

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- (b) in the case of a transfer of any Berthing Entitlement or a Berthing Slot, the transferee will be treated as holding (and the transferor will be treated as ceasing to hold), for the Programme Year for which the transfer is made, the number of Berthing Slots (including, in the case of a transfer of Berthing Slot, the specified Scheduled Unloading Date) subject to the transfer; and
- (c) in the case of a transfer in respect of LNG-in-store, the amount of LNG subject to the transfer will be added to the LNG-in-store of the transferee and deducted from the LNG-in-store of the transferor with effect from the transfer date, and (unless otherwise provided) further references in this New Shipper Access Code to the amount of a New Shipper's Delivery Capacity, Storage Capacity or Berthing Entitlement at any time shall be construed accordingly.

3.2.2 The amounts payable by a New Shipper by way of Annual Capacity Charge shall be determined in accordance with Section A5 by reference to the amount of the Initial Delivery Capacity held by the New Shipper, disregarding any Capacity Transfer.

3.3 Consequences of Termination on Capacity Transfers

3.3.1 If the New Shipper's Services Agreement is terminated in accordance with Section C6 of the New Shipper GTCs, each Capacity Transfer in respect of Delivery Capacity, Storage Capacity or Berthing Entitlement made by that New Shipper shall automatically terminate with effect from the date of termination; and accordingly, for the remainder of the transfer period or (as the case may be) the relevant Programme Year, the amount of Delivery Capacity, Storage Capacity or (subject as follows) Berthing Entitlement held by another Terminal Shipper:

- (a) which was transferee under such Capacity Transfer, shall be reduced by the amount subject to the Capacity Transfer;
- (b) which was transferor under such Capacity Transfer, shall be increased by the amount subject to the Capacity Transfer.

3.3.2 Where Section A3.3.1 applies in relation to a Capacity Transfer in respect of a Berthing Entitlement for a Programme Year for which (at the time of termination of the relevant New Shipper's Services Agreement) the Annual Unloading Programme was already established in accordance with Section B3.2, then where the New Shipper subject to termination was:

- (a) the transferor, then the relevant number of Berthing Slots allocated to the transferee Terminal Shipper in the Annual Unloading Programme either will be cancelled (and GLNG will consult with the transferee as to which Berthing Slots are to be cancelled) and such cancelled Berthing Slots shall become Unallocated Berthing Slots in respect of which Section B3.6 shall apply, or where applicable and practicable will be reallocated to any prior holder of any such Berthing Slots from whom the New Shipper may have acquired it or them;
- (b) the transferee, then the relevant number of Berthing Slots shall be reallocated to the transferor Terminal Shipper in the Annual Unloading Programme (and GLNG will consult with the transferor as to which Berthing Slots are to be reallocated),

and in each such case when allocating Berthing Slots GLNG shall do so in a manner as appears fair to GLNG.

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- 3.3.3 For the avoidance of doubt, the termination (under Section A3.3.1) of a Capacity Transfer under which another Terminal Shipper was transferee shall not relieve that other Terminal Shipper of any of its obligations or liabilities in respect of overrun charges pursuant to Section C7 or otherwise under its Services Agreement.
- 3.3.4 Where a New Shipper's Delivery Capacity, Storage Capacity or Berthing Entitlement is reduced in accordance with Section A3.3.1(a), GLNG will (if requested, but without being obliged to agree to the same) discuss with the New Shipper the possibility of (and terms on which it might) allocate to the New Shipper an equivalent amount of Delivery Capacity, Storage Capacity or Berthing Entitlement.
- 3.3.5 For the avoidance of doubt Section A3.3.1 does not apply in respect of a Capacity Transfer relating to LNG-in-store.

3.4 Assignment of Capacity

- 3.4.1 Subject to Section A3.4.3, a New Shipper may assign to another Terminal Shipper, for the remainder of the Term (as provided in the assignor's Services Agreement), its rights and obligations in relation to all or part of its Delivery Capacity, Storage Capacity and/or Berthing Entitlement, save that a Package may only be assigned in whole and not part.
- 3.4.2 Upon an assignment in relation to Storage Capacity, the assignor's Minimum Inventory shall be reduced, and the assignee's Minimum Inventory shall be increased, by a proportion of the assignor's Minimum Inventory equal to the assigned proportion of its Storage Capacity.
- 3.4.3 A New Shipper shall not enter into an assignment under Section A3.4.1:
- (a) except with GLNG's prior written consent, which consent shall not be unreasonably withheld or delayed; and
 - (b) unless the assignee has agreed in writing with GLNG to assume in full the rights and obligations of the assignor in relation to the relevant Delivery Capacity, Storage Capacity, Berthing Entitlement and/or Package with effect from the effective date of the assignment.
- 3.4.4 For the purposes of Clause A3.4.3(a), it shall be deemed to be reasonable for GLNG to withhold its consent to an assignment if neither the assignee nor its Security Provider has the applicable Required Credit Rating in accordance with Section B3 of the New Shipper GTCs.
- 3.4.5 An assignment under Section A3.4.1 shall not operate to release the assignor from any obligations or liabilities accrued under the Terminal Shipper's Services Agreement before the effective date of the assignment.

4 Service reductions
4.1 Delivery Capacity and Storage Capacity

- 4.1.1 Where GLNG anticipates that it will be unable (other than by reason of Force Majeure affecting GLNG) to provide all or any part of the Shipper Services on any Day (**reduced**

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service day), GLNG may reduce the levels of such Shipper Service(s) available to affected Terminal Shippers on a pro rata or otherwise equitable basis by giving notice (**service reduction notice**) of the same and an indication of the extent to which the applicable Shipper Service(s) are to be adjusted for that Day.

- 4.1.2 GLNG may not give a service reduction notice in relation to a Day in respect of which, at the relevant time, additional Delivery Capacity or (as the case may be) Storage Capacity has been and remains allocated to any Terminal Shipper in the circumstances described in Section A2.3 and which is capable of interruption; and (where it has given a service reduction notice) will not subsequently allocate additional Delivery Capacity or (as the case may be) additional Storage Capacity in relation to that Day except on an interruptible basis.
- 4.1.3 Subject to Section C1.2.3, a service reduction notice may be given at any time prior to but not after the initial nomination deadline for the Day to which it relates.
- 4.1.4 For the purposes of this New Shipper Access Code, the **Applicable Percentage Reduction** for a reduced service day is whichever is the greater of the percentage reduction for Delivery Capacity and the percentage reduction for Storage Capacity on that reduced service day.
- 4.1.5 Subject to Section A4.1.7, and except where the reduction in New Shipper Services results from Force Majeure affecting GLNG, GLNG will pay (monthly in arrears, after the reduced service day) an amount by way of Service Reduction Compensation to each affected New Shipper (which for these purposes shall mean the recipient of the service reduction notice who is holding Storage and/or Delivery Capacity on the reduced service day) in relation to any reduced service day (excluding any day within a Planned Works Period within Section D2.1.1(b)), calculated as follows:

$$SRC = DCC * APR * CF$$

where:

SRC is the Service Reduction Compensation to be paid by GLNG to the affected New Shipper;

DCC is the Daily Capacity Charge;

APR is the Applicable Percentage Reduction;

CF is the compensation factor, which shall (subject to Section A4.1.6) be determined in accordance with the following table:

<i>Period between service reduction notice and reduced service day</i>	<i>Factor</i>
Not less than 30 days	0.10
Less than 30 days	0.15

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4.1.6 Where the reduced service day falls within a Planned Works Period and the service reduction notice was given at the time at which a Planned Works Statement was issued in accordance with Section D2.2.1, the compensation factor shall be determined as follows:

- (a) where the Planned Works fall within Section D2.1.1(a), to the extent that the aggregate equivalent lost days (AELD, defined in Section A4.1.8) for such Planned Works for the relevant calendar year does not exceed four (4) days in any twelve (12) month period (**Permitted Planned Works Days**), zero (0);
- (b) to the extent that AELD for the relevant year exceeds the Permitted Planned Works Days, in relation to subsequent reduced service days, or in relation to Planned Works within Section D2.1.1(c), zero decimal zero five (0.05).

4.1.7 In order to avoid double counting in the calculation of Service Reduction Compensation under Section A4.1.5 and Section B5.3, Section A4.1.5 shall not apply in relation to a reduced service day which is also a Berthing Cancellation Day.

4.1.8 For the purposes of Section A4.1.6, aggregate equivalent lost days (**AELD**) for Planned Works within Section D2.1.1(a) in a calendar year shall be calculated as:

$$(\sum APR) / 100$$

where:

\sum is the sum of all reduced service days in that calendar year which fall within Section A4.1.6 (and fall within a Planned Works Period for Planned Works within Section D2.1.1(a));

APR is the Applicable Percentage Reduction for each such reduced service day.

4.1.9 Where a service reduction notice which relates to Storage Capacity and/or Delivery Capacity prevents a Package Shipper from utilising its full Capacity during its applicable Package Service Period, GLNG shall, without charge, and after consultation with the affected Package Shipper allocate additional Storage and/or Delivery Capacity (as the case may be) over the remainder of the Package Service Period and/or (at GLNG’s discretion) for one or more consecutive Days immediately following expiry of the Package Service Period so as to enable the Package Shipper to reduce its LNG-in-store to zero (0), or, where it has Minimum Inventory, to reduce its Available LNG-in-store to that Minimum Inventory level, in either case, as soon as practicable.

4.1.10 Where as a result of a service reduction notice a New Shipper’s LNG-in-store exceeds its Storage Capacity, then to the extent that a Storage Overrun Charge would be payable by the New Shipper in relation to such excess LNG in-store, the New Shipper shall not be liable for such amount.

4.2 Berthing Slots

4.2.1 GLNG may cancel a Berthing Slot only in accordance with Section B5.3 and may terminate a Berthing Slot only in accordance with Section B5.4 (but without prejudice to Section C2 of the New Shipper GTCs).

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- 4.2.2 Where GLNG cancels or terminates a Berthing Slot in accordance with Sections B5.3 or B5.4 respectively, then, except:-
- (a) where GLNG is affected by Force Majeure (in which case Section C2.4 of the New Shipper GTCs shall apply); or
 - (b) where cancellation or termination was required by reason of Planned Works carried out for the purposes in Section D2.1.1(b), the relevant New Shipper shall be entitled to Berthing Slot Cancellation Compensation in accordance with Sections B5.3.3 and B5.4.2(c), by reference to Berthing Cancellation Days ascertained in accordance with Section A4.2.3.
- 4.2.3 For the purpose of Section A4.2.2, and with respect to each cancelled or terminated Berthing Slot, there shall be ten (10) consecutive Days (**Berthing Cancellation Days**) starting with the Day which commences at 05.00 hours on the Scheduled Unloading Date and ending on the tenth (10th) Day thereafter, save that for these purposes where the cancellation or termination relates to two adjacent Berthing Slots to be utilised for an LNG Tanker with large capacity in the circumstances described in Section B3.1.2, then only the first such Berthing Slot shall have Berthing Cancellation Days attributed to it.

5 Annual Capacity Charge

5.1 General

- 5.1.1 There shall accrue due from each New Shipper to GLNG an annual amount (in £) in respect of that New Shipper's Initial Capacity, which shall be calculated in accordance with this Section A5.1, payable by the New Shipper monthly in accordance with Section A5.2 and subject to adjustment by GLNG in the circumstances specified in Section A5.3.
- 5.1.2 The annual amount referred to in Section A5.1.1 shall be specified in each New Shipper's Terminal User Agreement as both an annual figure and also as a rate in £/GWh/Day of Initial Delivery Capacity, such rate referred to in this Section A5.1 as an Annual Capacity Charge, and such Annual Capacity Charge shall be indexed annually in accordance with Section A5.1.4(a) to derive a Prevailing Rate.
- 5.1.3 For any Gas Year, the Prevailing Rate of the Annual Capacity Charge for a New Shipper shall be used to derive a Prevailing Daily Rate in accordance with Section A5.1.4(b).
- 5.1.4 For the purposes of this New Shipper Access Code, for the applicable New Shipper, in any Gas Year:
- (a) the **Prevailing Rate** of the Annual Capacity Charge is the rate, in £/GWh/Day of Initial Delivery Capacity, of such charge prevailing and applicable in such Gas Year calculated according to the following formula:

$$ACC_y = ACC_o * (0.5 + (0.5 * \text{Max} (RPI_{y-1}/RP1_0, 1)))$$

where:

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ACC_y is the Prevailing Rate of the Annual Capacity Charge applicable in respect of Gas Year y;

ACC_o is the rate of the Annual Capacity Charge in £/GWh/Day of Initial Delivery Capacity specified in the New Shipper's Terminal User Agreement;

RPI_{y-1} is the Retail Prices Index for June in Gas Year y-1;

RPI_o is the value of the Retail Prices Index for June 2020;

- (b) the **Prevailing Daily Rate** (in £/GWh/Day per Day) of the Annual Capacity Charge is the Prevailing Rate of the Annual Capacity Charge divided by 365.

5.2 Monthly amounts payable by New Shipper

- 5.2.1 Subject always to Section A5.2.3, the amount payable by the New Shipper in respect of each Month (for the avoidance of doubt excluding any amount payable from time to time for Additional Capacity) shall be calculated in accordance with the following formula:

$$MCC_m = (\text{Prevailing Daily Rate} * X_m * IDC) - C_m$$

where:

MCC_m is the monthly amount (in £) in respect of the Annual Capacity Charge payable in month m;

X_m is the number of days in month m;

IDC is (in GWh/Day) that New Shipper's Initial Delivery Capacity; and

C_m is (in £) the amount of applicable Compensation (if any) attributable to month m and which is payable to the New Shipper in accordance with Sections A4.1.5 and A4.2.2 (as applicable).

- 5.2.2 Where in accordance with Section A5.2.1 the monthly amount in respect of the Annual Capacity Charge is calculated as a negative number, such amount shall be credited to the New Shipper's next Invoice.
- 5.2.3 For the avoidance of doubt, the monthly amount calculated in accordance with this Section A5.2.1 shall be exclusive of, and without prejudice to, all and any other amounts falling due and payable from the New Shipper to GLNG in respect of the relevant month in accordance with the Services Agreement.

5.3 Adjustments to Annual Capacity Charge as a result of Change in Law**5.3.1 Introduction**

- (a) In accordance with Section C3.1 of the New Shipper GTCs, this Section A5.3 provides for the basis on which Annual Capacity Charges payable by New Shippers to GLNG pursuant to this New Shipper Access Code may be adjusted as a result of a Change in Law.

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- (b) Without prejudice to Section C15.8 of the New Shipper GTCs, each Shipper Services Agreement shall remain in force notwithstanding the occurrence of a Change in Law unless it is agreed (by GLNG and the relevant New Shipper) or determined that Section A5.3.2 cannot be given effect.
- (c) This Section A5.3 shall be without prejudice to the operation of Section D4 and the recovery from New Shippers of certain costs incurred by GLNG in respect of the operation of the Terminal, but nothing in this Section A5.3 or Section D4 shall entitle GLNG to double recovery of any cost incurred.

5.3.2 Adjustments

- (a) If a Change in Law occurs as a result of which GLNG is required to modify or adapt the Terminal or modify or adapt the manner in which it operates or maintains the Terminal, GLNG shall be entitled (subject to and in accordance with this Section A5.3) to require that the amounts payable by Terminal Shippers in respect of the provision of Shipper Services shall be increased so that GLNG recovers from Terminal Shippers the financial impact of such change.
- (b) For the purposes of this Section B5.3.2, a Change in Law shall be deemed to include a modification to the Uniform Network Code or any relevant Network Entry Agreement to the extent that it is necessary for GLNG to modify or adapt the Terminal or the manner in which it operates or maintain the Terminal in order to ensure that there is no conflict between (or between the performance and implementation of) this New Shipper Access Code (and/or the New Shipper GTCs) and the Uniform Network Code or relevant Network Entry Agreement, and references in this Section A5.3 to compliance with a Change in Law shall be construed accordingly.
- (c) For the purposes hereof the financial impact of a Change in Law is the sum of:
 - (i) the amount of capital expenditure (if any) incurred or to be incurred by GLNG in order to comply with the Change in Law;
 - (ii) the amount of the increase (if any) in the operating costs GLNG has or will need to incur in order to comply with the Change in Law; and
 - (iii) the expected amount of any reduction in GLNG's revenue (derived from the provision of Shipper Services) resulting from any reduction in the level of Shipper Services which GLNG is able to provide as a result of the Change in Law, in each case determined on the basis that GLNG acts as a Reasonable and Prudent Operator in the manner in which it complies with the Change in Law, and taking account of any cost saving or increase in revenue (from Shipper Services) obtained by GLNG as a result of complying with the Change in Law, and subject to all and any necessary regulatory approvals required to be obtained by GLNG.
- (d) GLNG will not be entitled to require, in respect of a particular Change in Law (or connected Changes in Law), an increase in the amounts payable by Terminal Shippers unless the magnitude of the net present value of the financial impact of the relevant Change(s) in Law exceeds one hundred thousand Pounds Sterling (£100,000) (and if such net present value does exceed such amount, GLNG shall be entitled to require an increase only in respect of such excess).

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- (e) To the extent to which:
 - (i) GLNG has (before a Change in Law) the capability to make available additional Delivery Capacity or additional Storage Capacity; and
 - (ii) maintaining such capability following the Change in Law would increase the financial impact thereof, GLNG will not be entitled to require increases in charges in respect of (and to the extent of) such increase in the financial impact; but for the avoidance of doubt GLNG will not be obliged to maintain such capability.
- (f) Whilst the determination of the financial impact of a Change in Law is a matter for GLNG, GLNG shall undertake such determination subject to and in accordance with the principles and requirements set out in this Section A5.3.2 and for the avoidance of doubt any dispute in relation thereto may be raised by a New Shipper as a Dispute in accordance with Section C8.1 of the New Shipper GTCs.
- (g) The principles on which the financial impact of a Change in Law is to be recovered from Terminal Shippers are as follows:
 - (i) subject to paragraph (v), the financial impact (if any) shall be recovered by increasing the Prevailing Rates of the Annual Capacity Charges payable by Terminal Shippers;
 - (ii) the increase in Prevailing Rates of the Annual Capacity Charges is to be based on an estimate of the financial impact (and any other necessary estimates) made at the time at which the financial impact falls to be determined, and no subsequent adjustment is to be made for any variation in outcome;
 - (iii) the amounts by which the Prevailing Rates of the Annual Capacity Charges are to be increased shall be determined on the following basis:
 - (aa) the period over which capital expenditure incurred by GLNG is to be recovered shall be the greater of (1) the shortest outstanding Term of the Services Agreement of any Terminal Shipper receiving Shipper Services at the Terminal and (2) a period of five (5) years commencing on the effective date referred to in paragraph (iv), but not longer than the then-anticipated useful economic life of the asset in respect of which such expenditure was incurred;
 - (bb) GLNG shall be entitled to a real after-tax rate of return of seven decimal five per cent (7.5%) per annum on capital expenditure;
 - (iv) the effective date of the increase in the Prevailing Rates of the Annual Capacity Charges shall be the date with effect from which GLNG has completed any required modification of the Terminal and is able to operate the Terminal in compliance with the Change in Law;
 - (v) the allocation of the financial impact of the Change in Law amongst Terminal Shippers by way of increase in the Prevailing Rates of the Annual Capacity Charges shall be determined by GLNG on a fair and equitable

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basis by reference to Terminal Shippers' (including any person thereafter becoming a Terminal Shipper) respective Initial Delivery Capacity from time to time after the effective date referred to in paragraph (iv); and

- (vi) if the financial impact includes any cost item which varies in such a way or is otherwise of such a nature that it cannot appropriately be recovered by an increase in the Prevailing Rates of the Annual Capacity Charges, an additional charge (varying by reference to the appropriate measure) shall be payable by Terminal Shippers (and the appropriate change in this New Shipper Access Code shall be made in accordance with Section C3.2 of the New Shipper GTCs).
- (h) When implementing this Section A5.3.2 and proposing adjustments to the Prevailing Rates of the Annual Capacity Charges, GLNG shall consult with New Shippers, and shall comply with any and all applicable Legal Requirements including (where required) holding a public consultation and obtaining approval from the Authority to such adjustments.
- (i) If there occurs a Change in Law falling within Section A5.3.2(a), the financial impact of which represents a net saving to GLNG, then GLNG shall reduce the Prevailing Rates of the Annual Capacity Charges payable by Terminal Shippers in respect of the provision of Shipper Services, on and subject to the terms and conditions (mutatis mutandis) of this Section A5.3.
- (j) If there occurs a Change in Tax affecting GLNG, then GLNG (to the extent it is not indemnified under Section C5 of the New Shipper GTCs) or (as the case may be) the New Shipper shall be entitled to require that the Prevailing Rates of the Annual Capacity Charges, or any other charges payable by the New Shipper pursuant to this New Shipper Access Code, shall be adjusted to the extent necessary to ensure, so far as possible, that in each Gas Year GLNG is in the same financial position under this New Shipper Access Code as it would have been had the Change in Tax not occurred.

PART B - LNG RECEPTION SERVICES**1 Use of the Port**

- 1.1 The New Shipper shall be responsible for obtaining at its cost all port approvals, marine permits and other technical and operational authorisations required for any LNG Tanker in connection with the use of or movements in the Port.
- 1.2 Any tugs, pilots, escort or other support vessels required for the berthing, unloading and departure of the LNG Tanker shall be employed by and at the sole risk and expense of the New Shipper.
- 1.3 For the avoidance of doubt, the New Shipper (or the Tanker Operator) shall be responsible for port fees or charges, dues, pilot fees, and any costs imposed by the Port Authority, and for the fees and costs of any agent engaged by the New Shipper or the Tanker Operator, in connection with any LNG Tanker or its LNG cargo to be unloaded at the Terminal.

2 LNG Tankers**2.1 General**

- 2.1.1 Except to the extent as GLNG may agree in writing with the relevant New Shipper, no LNG Tanker may be used by a New Shipper at the Terminal unless:
 - (a) the LNG Tanker complies with the tanker specification set out in Section B2.2;
 - (b) the requirements set out in Section B2.3 are complied with in relation to the LNG Tanker;
 - (c) the LNG Tanker is compatible with the Terminal in accordance with Section B2.4;
 - (d) the LNG Tanker has been and continues to be Approved in accordance with Section B2.5; and
 - (e) where GLNG has issued conditions of use as contemplated by Section A2.3.2 of the New Shipper GTCs, such conditions have been signed by the Master and/or otherwise made binding upon the Tanker Operator.
- 2.1.2 The New Shipper shall ensure that the requirements in Section B2.1.1 are complied with in full in respect of each LNG Tanker used by it at the Terminal.
- 2.1.3 GLNG shall be entitled in its absolute discretion at any time to refuse to allow an LNG Tanker to approach or berth at or otherwise make any use of the Terminal if any of the requirements in Section B2.1.1 are not complied with in relation to that LNG Tanker.
- 2.1.4 For the avoidance of doubt, an LNG Tanker may be owned, operated or chartered by the New Shipper (or by a person delivering LNG to the New Shipper at the Terminal), but the provisions of the New Shipper's Services Agreement regarding LNG Tankers shall apply irrespective of whether an LNG Tanker is owned and/or operated by the New Shipper or is chartered by the New Shipper (or by any such person).

- 2.1.5 In accordance with Section B1.1, it is the New Shipper's responsibility to ensure that the requirements of the Port Authority are complied with in respect of each LNG Tanker.

2.2 Tanker Specification

- 2.2.1 Each LNG Tanker shall meet the following specification unless otherwise stated in the Terminal Operating Procedures or agreed in writing by GLNG from time to time:

	Maximum	Minimum
Total cargo tank capacity (m³)	266,000	70,000
Length overall (metres)	345	243
Beam (metres)	56.5	n/a
Allowable draught alongside (metres)	14.0	n/a

- 2.2.2 Each LNG Tanker shall be designed and equipped so as to permit either (1) the safe and reliable unloading of LNG at a rate of approximately twelve thousand cubic metres (12,000 m³) per hour at a pressure of six decimal five (6.5) bar, or (2) the unloading of a full LNG cargo within a period of twelve (12) hours pumping time.

- 2.2.3 Each LNG Tanker shall be equipped with appropriate systems for communication with GLNG at the Terminal.

2.3 General requirements

- 2.3.1 Each LNG Tanker shall:

- (a) be entered with a member of the International Group of P&I Clubs;
- (b) be constructed, equipped, operated and maintained in accordance with the rules and regulations of, and maintained in class with, a member of the International Association of Classification Societies which has prior experience in classifying LNG tankers;
- (c) be constructed, equipped, operated and maintained in compliance with applicable laws, treaties, rules and regulations of the country of vessel registry, with the requirements of the Port Authority, and with such other laws, rules, regulations, recommendations and guidelines with which a Reasonable and Prudent Operator of LNG tankers would comply;
- (d) be operated in accordance with International Standards by operators and officers who are suitably qualified, trained and experienced in international LNG tanker operations and by crew who are suitably qualified and trained in international LNG tanker operations; and

- (e) at all times carry an ITF Blue Certificate, unless GLNG has been reasonably satisfied that equivalent standards are met in relation to the LNG Tanker.

2.3.2 Without prejudice to Section B2.3.1, the New Shipper shall (as a condition of the Approval or continuing Approval of the LNG Tanker) ensure that GLNG has at all times had provided to it certificate(s) evidencing the LNG Tanker's compliance with Section B2.3.1(a).

2.4 Compatibility

2.4.1 Each LNG Tanker shall, at and from the time at which it is nominated for service in accordance with Section B2.5.1, be compatible in all respects with the Unloading Facilities.

2.4.2 Before nominating an LNG Tanker for Approval in accordance with Section B2.5, it is the sole responsibility of the New Shipper to ensure and to verify that the LNG Tanker is compatible with the Unloading Facilities as required by Section B2.4.1, and for such purpose GLNG shall give to the New Shipper all reasonable access to the jetties at the Terminal (upon such conditions as GLNG shall stipulate at its discretion so as to ensure safety and security of plant and personnel).

2.4.3 Without prejudice to Sections B2.4.1 and B2.4.2, if any issue arises as to the compatibility of an LNG Tanker with the Unloading Facilities, the New Shipper in question and GLNG shall discuss the detailed specifications of the LNG Tanker(s) and the Unloading Facilities with a view to resolving such issue; but this shall not require GLNG to incur any cost or take any step to modify the Unloading Facilities.

2.4.4 If for any reason an LNG Tanker ceases to be compatible with the Unloading Facilities (including as a result of modification to the LNG Tanker, whether or not required by any change in International Standards) the New Shipper shall so inform GLNG, as much in advance as is reasonably practicable, and in any event promptly upon the LNG Tanker ceasing to be so compatible.

2.5 Approval

2.5.1 A New Shipper may at any time nominate an LNG Tanker for use at the Terminal by providing to GLNG the details required in accordance with the Terminal Operating Procedures.

2.5.2 All LNG Tankers shall be subject to inspection, vetting and Approval by GLNG in accordance with the Terminal Operating Procedures:

- (a) before the LNG Tanker is first used at the Terminal in connection with the New Shipper's Services Agreement;
- (b) thereafter, if Approval of the LNG Tanker is withdrawn (or deemed withdrawn) in accordance with Section B2.5.10,

for the purposes of satisfying GLNG as to:-

- (i) the compatibility of each LNG Tanker with the Unloading Facilities;
- (ii) the competence of the Tanker Operator, Master, officers and crew; and

- (iii) the compliance of the LNG Tanker and the Tanker Operator with the requirements in this New Shipper Access Code and with the standards required by GLNG for the safe, efficient and reliable operation of the Terminal and of LNG Tankers at the Terminal.
- 2.5.3 On each occasion on which (in accordance with Section B2.5.2) approval of an LNG Tanker is required (and whether Approval is given or withheld) the New Shipper shall pay to GLNG a fee of the amount from time to time specified by GLNG as necessary to enable it to recover the reasonable costs incurred by GLNG in connection with the inspection, vetting and approval of LNG Tankers; provided that GLNG will upon request (in advance of the requirement for Approval) inform the New Shipper of the amount which is so payable.
- 2.5.4 The New Shipper shall comply with and secure that the Tanker Operator complies with the requirements in the Terminal Operating Procedures as to the provision of information, availability of personnel for discussions, and access to and the inspection and vetting of LNG Tankers.
- 2.5.5 Following its inspection and vetting of an LNG Tanker GLNG shall:
- (a) notify the New Shipper by email whether the LNG Tanker is or is not Approved for use at the Terminal; and
 - (b) in case of non-Approval, provide to the New Shipper a brief explanation of the reasons for such non-Approval.
- 2.5.6 Where a New Shipper wishes to nominate an LNG Tanker on short notice, GLNG will at the New Shipper's request endeavour to carry out any inspection, vetting and Approval of an LNG Tanker as quickly as reasonably practicable. In the absence of any such request, inspection, vetting and approval will ordinarily be carried out by GLNG within timescales set out in the Terminal Operating Procedures. In no circumstances can GLNG guarantee to give or withhold its Approval of an LNG Tanker by a particular date or time.
- 2.5.7 After an LNG Tanker has been Approved, the New Shipper shall keep GLNG informed of any notifiable change (being a change specified in the Terminal Operating Procedures as materially affecting the basis on which Approval of LNG Tankers is given or withheld) which occurs in relation to the LNG Tanker.
- 2.5.8 Notwithstanding that it may have Approved an LNG Tanker, GLNG shall have the continuing right to carry out reviews of the vessel management procedures of the Tanker Operator and to inspect the LNG Tanker, on a reasonable periodic basis or where GLNG has reasonable grounds for carrying out such a review or inspection; and the costs of any such review or inspection shall be borne by the New Shipper if (as a result thereof) the Approval of an LNG Tanker is (or might be) withdrawn.
- 2.5.9 The Approval of an LNG Tanker shall remain in force until and unless it is withdrawn in accordance with Section B2.5.10.
- 2.5.10 GLNG may by notice to the New Shipper withdraw the Approval of an LNG Tanker with effect from such date as GLNG shall specify:

- (a) following any review or inspection carried out by GLNG under Section B2.5.8, if as a result GLNG is not or ceases to be satisfied as to the matters for which the review or inspection was carried out;
 - (b) if the LNG Tanker ceases to be compatible with the Unloading Facilities as required under Section B2.4;
 - (c) if the New Shipper or Tanker Operator materially fails to comply with any requirement of this New Shipper Access Code or the Terminal Operating Procedures in relation to the LNG Tanker;
 - (d) if the New Shipper notifies GLNG in accordance with Section B2.5.7 or GLNG otherwise becomes aware of any notifiable change (as described in Section B2.5.7) in relation to the LNG Tanker; and
 - (e) if any other event or circumstance occurs in relation to the LNG Tanker as a result of which, in GLNG's reasonable opinion, the safe and efficient operation of the Terminal would be likely to be prejudiced by the LNG Tanker's use of the Terminal, and the Approval of an LNG Tanker shall (unless otherwise notified by GLNG) be deemed to be withdrawn without any requirement for GLNG to give notice to the relevant New Shipper if that LNG Tanker has not visited the Terminal during the preceding period of three (3) years (or such other period as may be specified from time to time in the Terminal Operating Procedures).
- 2.5.11 GLNG will inform the New Shipper of the reason for which Approval of an LNG Tanker is or may be withdrawn under Section B2.5.10, and where practicable and reasonable to do so will give the New Shipper a reasonable opportunity to remedy the circumstances giving rise to such withdrawal before such withdrawal is effective, provided that (in such a case) the LNG Tanker may not be used at the Terminal until and unless GLNG has confirmed to the New Shipper that Approval of the LNG Tanker will not be withdrawn.
- 2.5.12 The Approval of an LNG Tanker shall not operate in any way to relieve the New Shipper of its responsibilities and obligations under this New Shipper Access Code (including pursuant to Section B2.1) in relation to the LNG Tanker.
- 2.5.13 GLNG shall not assume or incur any responsibility, obligation or liability to any person:
- (a) as a result of its giving or not giving Approval of any LNG Tanker; or
 - (b) subject to Section C9.3 of the New Shipper GTCs, in connection with any act, default or omission by GLNG, its servants or agents in the course of the vetting and inspection of any LNG Tanker.

3 Berthing Slots

3.1 General

- 3.1.1 In respect of each Programme Year, the Berthing Slots allocated to each Terminal Shipper will be determined and set out in an Annual Unloading Programme and (if applicable and at GLNG's direction) a Ninety Day Schedule in accordance with the provisions of this Section B3, and for the avoidance of doubt references in this Section

B3 to Terminal Shippers shall include each New Shipper unless the context otherwise admits.

- 3.1.2 The New Shipper's right conferred by a Berthing Slot to berth and unload an Approved LNG Tanker shall be subject to the New Shipper having sufficient Storage Capacity at the relevant time, and furthermore the berthing and unloading of an LNG Tanker with a cargo tank capacity greater than two hundred and twenty thousand cubic metres (220,000m³) shall require the utilisation of two (2) adjacent Berthing Slots. In such an event references in this New Shipper Access Code to the Scheduled Unloading Date shall be to the first of such Berthing Slots, and the second of such Berthing Slots shall not have a separate Scheduled Unloading Date.
- 3.1.3 GLNG will provide to each Terminal Shipper the Annual Unloading Programme for the Terminal as a whole and (if applicable and at GLNG's discretion) the Ninety Day Schedule for that Terminal Shipper.
- 3.1.4 The Annual Unloading Programme and (if applicable and at GLNG's discretion) the Ninety Day Schedule will be established and may be revised by GLNG in good faith, with a view (so far as practicable) to meeting the requests of Terminal Shippers, and in accordance with the express requirements of this Section B3, but otherwise in GLNG's discretion; and the Terminal Shippers shall have no right to object to or challenge any Annual Unloading Programme or Ninety Day Schedule provided it was established or revised by GLNG in compliance with the requirements of this Section B3.

3.2 Establishing the Programme

- 3.2.1 No later than 1 October in the year before the Programme Year, GLNG will provide the following information to each Terminal Shipper:
- (a) the Planned Works Periods which fall within the Programme Year (as provided in the prevailing Planned Works Statement); and
 - (b) the Terminal Shipper's Berthing Entitlement for the Programme Year.
- 3.2.2 No later than 15 October in the year before the Programme Year each Terminal Shipper shall provide the following information to GLNG:
- (a) the number of Berthing Slots which it requires in the Programme Year, and:
 - (i) in the case of a Base Shipper, its preferred dates and pattern of such Berthing Slots;
 - (ii) in the case of a Package Shipper, recognising that allocation of Berthing Slots for Package Shippers will ordinarily follow a fixed sequence, an indication of whether the Package Shipper would like to change the dates and/or pattern of such Berthing Slots from any such fixed sequence;
 - (b) the number, if any, of additional Berthing Slots in excess of its Berthing Entitlement for which it wishes to apply in the Programme Year, and its preferred dates and patterns of such additional Berthing Slots; and
 - (c) an indication of whether it would like to utilise two (2) adjacent Berthing Slots and, if so, a range of dates GLNG can consider as the Scheduled Unloading Date,

provided that in selecting their preferred dates and patterns of Berthing Slots or additional Berthing Slots in paragraphs (a), (b) and (c) above, each Terminal Shipper shall act reasonably by stipulating a pattern of preferred dates which are spread evenly across the Programme Year; and

- (d) for each requested Berthing Slot, if available, the provisional identity of the LNG Tanker, and the port of loading of the relevant cargo.
- 3.2.3 Following the exchange of information pursuant to Sections B3.2.1 and B3.2.2, GLNG may seek clarification of or otherwise may discuss with any new Terminal Shipper any of the information provided by that Terminal Shipper.
- 3.2.4 Where in accordance with Section B3.2.2(a) a Terminal Shipper indicates that it requires fewer Berthing Slots than its Berthing Entitlement, that Terminal Shipper shall lose its entitlement (in that year) to Berthing Slots in excess of the number so required.
- 3.2.5 Where in accordance with Section B3.2.2(b) one or more Terminal Shippers indicates that it requires additional Berthing Slots, then:-
- (a) GLNG shall endeavour to meet such requirement by allocating any Berthing Slots which have become available in accordance with Section B3.2.4 together with any other Berthing Slots which GLNG, in its discretion, is able to make available;
- (b) so far as is reasonably practicable such allocation shall be made on a “first come, first served” basis and/or amongst relevant Terminal Shippers pro rata their respective Berthing Entitlements, but so that no Terminal Shipper shall be allocated more additional Berthing Slots than the number for which it originally applied; and
- (c) each Terminal Shipper shall be liable for charges in accordance with Section A2.3.3 in respect of the additional Berthing Slots allocated to it.
- 3.2.6 No later than 1 November in the year before the Programme Year, GLNG will issue to each Terminal Shipper a draft annual unloading programme; and in the course of the following twenty-one (21) days GLNG will consult with the Terminal Shippers on such draft programme, with a view so far as practicable to establishing a programme which takes into account:-
- (a) the requests and preferences of each Terminal Shipper;
- (b) each Terminal Shipper’s respective Berthing Entitlement;
- and which ensures (in GLNG's opinion) equitable treatment between Terminal Shippers taking into account their respective rights and entitlements.
- 3.2.7 No later than 1 December in the year before the Programme Year, GLNG will finalise and issue to each Terminal Shipper the Annual Unloading Programme for the Programme Year.
- 3.2.8 The finalised Annual Unloading Programme shall also set out any Berthing Slots in a Terminal Shipper’s Berthing Entitlement not requested by that Terminal Shipper and remaining unallocated to other Terminal Shippers after the process described in Section

B3.2.5, which shall become Unallocated Berthing Slots in respect of which Section B3.6 shall apply.

- 3.2.9 For the avoidance of doubt, GLNG shall have no liability to Terminal Shippers whose commercial operations are prejudiced in any way in consequence of the production of the Annual Unloading Programme and the allocation of Berthing Slots in accordance with this Section B3.

3.3 Annual Unloading Programme

- 3.3.1 The number of Berthing Slots allocated pursuant to the process in Section B3.2 to each Terminal Shipper in the Annual Unloading Programme shall be its Berthing Entitlement for that Programme Year (subject to any express provisions in this New Shipper Access Code permitting an increase or decrease in such Berthing Entitlement).

- 3.3.2 The Annual Unloading Programme shall set out for each allocated Berthing Slot:

- (a) the Terminal Shipper to which the Berthing Slot is allocated; and
- (b) the Scheduled Unloading Date.

- 3.3.3 The Annual Unloading Programme (overall and for each Terminal Shipper) will:

- (a) take account of the Planned Works Period(s) falling within the Programme Year;
- (b) subject to paragraph (c), take account as far as practicable of Terminal Shippers' preferences as indicated pursuant to Section B3.2.2 (subject always to Section B3.2.4 and B3.2.8); and
- (c) subject to Sections B3.3.4 and B3.3.5, provide for Berthing Slots overall, and for each Terminal Shipper, at approximately even intervals through the Programme Year, subject to the timing of any Planned Works Period.

- 3.3.4 Subject to Section B3.3.5, to the extent that any Terminal Shipper requested (under Section B3.2.2), and GLNG determines that it is able to accommodate, an uneven pattern of Berthing Slots, it will determine such pattern so as to allocate the benefit of such unevenness among those Terminal Shippers requesting the same as appears fair to GLNG.

- 3.3.5 Where under its Terminal User Agreement a Terminal Shipper has (in relation to the first or last year of the Term) a Berthing Entitlement for a part only of a Programme Year, Berthing Slots will be allocated to that Terminal Shipper only in that part of the Programme Year.

3.4 Revisions to the Annual Unloading Programme

- 3.4.1 A Terminal Shipper may request at any time a change to the Annual Unloading Programme by giving notice to GLNG specifying the change which it seeks and explaining the reasons for which it seeks such change.

- 3.4.2 Where a Terminal Shipper requests a change to the Annual Unloading Programme in accordance with Section B3.4.1 then, subject always to Section B3.4.3, GLNG will

consider such request and (at its sole discretion) determine whether the Annual Unloading Programme can be revised to accommodate the change proposed.

- 3.4.3 For the avoidance of doubt, a Terminal Shipper may not make, and GLNG shall not be required to consider, a request to change the Annual Unloading Programme where:
- (a) it would require any change to the Scheduled Unloading Date for any other Berthing Slot allocated to any other Terminal Shipper, unless that Terminal Shipper consents to the change;
 - (b) in its absolute discretion GLNG determines (acting as a Reasonable and Prudent Operator) that it is unable to accommodate such request, including where it would adversely impact on GLNG's ability to offer services on a short term and non-discriminatory basis to potential Terminal Shippers;
 - (c) the required change to a Scheduled Unloading Date in respect of a Berthing Slot for a Terminal Shipper is to a date falling after that Terminal Shipper's next allocated Scheduled Unloading Date; or
 - (d) it would adversely affect the safe, efficient and reliable operation of the Terminal or otherwise prejudice GLNG's ability to comply with its obligations to Terminal Shippers.
- 3.4.4 GLNG may also revise the Annual Unloading Programme of its own initiative:
- (a) in order to reflect a change in Scheduled Unloading Date for an individual Terminal Shipper's Berthing Slot where agreed with that Terminal Shipper (not to be unreasonable withheld or delayed);
 - (b) in order to accommodate utilisation by a single LNG Tanker of two adjacent Berthing Slots in the circumstances specified in Section B3.1.2;
 - (c) in order to include one or more additional Berthing Slots which GLNG determines in its reasonable discretion it can allocate in accordance with the principles in Section B3.2.5(b); or
 - (d) after consultation with all Terminal Shippers affected by the revision, in any case where circumstances of Force Majeure affecting GLNG will prevent it from complying with its obligations to berth and unload LNG Tankers in accordance with the prevailing Annual Unloading Programme.
- 3.4.5 Where a change to the Annual Unloading Programme has been requested by GLNG or any Terminal Shipper, GLNG and each Terminal Shipper agree to extend reasonable co-operation in respect of such requested changes to ensure smooth LNG Tanker operations in relation to the Terminal.
- 3.4.6 On each occasion that the Annual Unloading Programme is revised by GLNG, it shall reissue the Annual Unloading Programme to all Terminal Shippers, which at its discretion may be by way of an Operational Notice.
- 3.4.7 Nothing in this Section B3.4 limits GLNG's discretion in operational timescales as to the scheduling of the berthing and unloading of LNG Tankers in accordance with

Section B4 (but without prejudice to the obligations of GLNG or any Terminal Shipper to pay any amount under Section B5).

3.5 Transfer of Berthing Slots

Where a Terminal Shipper transfers a Berthing Slot to another Terminal Shipper in accordance with Section A3.1.2(e) the Annual Unloading Programme shall be amended to show the transferee Terminal Shipper as the Terminal Shipper for whom the Berthing Slot is allocated; provided that:

- (a) no other revision of the Annual Unloading Programme shall be made in consequence of such transfer; and
- (b) and such transfer shall not affect the provisions of Sections B2 and B4 (as they apply to the transferee Terminal Shipper).

3.6 Unallocated Berthing Slots

3.6.1 Nothing in this New Shipper Access Code shall prevent or otherwise restrict GLNG from offering Unallocated Berthing Slots to parties on a non-discriminatory basis (and in accordance with applicable Legal Requirements) where GLNG determines to do so will not adversely affect its ability to comply at relevant times with its obligations under its Service Agreements with Terminal Shippers.

3.6.2 For the avoidance of doubt, where a Berthing Slot becomes an Unallocated Berthing Slot, then unless expressly stated otherwise, this shall not constitute a cancellation or termination of that Berthing Slot by GLNG under and for the purposes of Sections B5.3 and B5.4.

3.7 LNG Tanker Nomination and Ninety Day Schedule

3.7.1 GLNG may (at its discretion) from time to time require that the Terminal Shipper, not later than the fifteenth (15th) day of each month (month M-1), give notice to GLNG specifying, for each Berthing Slot allocated to it in the Annual Unloading Programme and falling within months M, M+1 and M+2, the following information:

- (a) the Approved LNG Tanker nominated for such Berthing Slot;
- (b) the Port of Departure of the LNG Tanker;
- (c) the expected date of departure of such LNG Tanker from the Port of Departure;
- (d) the estimated volume of LNG to be unloaded from such LNG Tanker; and
- (e) the estimated quality of the LNG to be loaded to such LNG Tanker.

3.7.2 Upon receipt of a notice from the Terminal Shipper pursuant to Section B3.7.1, GLNG may (but shall not be obliged to) prepare and provide to the New Shipper not later than the first (1st) day of month M, a Ninety Day Schedule for months M, M+1 and M+2.

3.7.3 The Ninety Day Schedule shall be consistent with (and in particular shall provide for the Scheduled Unloading Dates provided in) the Annual Unloading Programme, and shall set out for each Berthing Slot:

- (a) the Scheduled Unloading Date;
- (b) the information most recently provided by the Terminal Shipper under Section B3.7.1; and
- (c) such other information as GLNG and New Shipper s may from time to time agree.

4 Ship movements and unloading

4.1 General

- 4.1.1 It shall be the responsibility of the New Shipper to ensure that the LNG Tanker, its Master and crew and the Tanker Operator comply with the requirements of this Section B4; and any notice or other communication to be given by or to the Shipper under any of Sections B4 to B9 shall be effective and shall bind the New Shipper if given (in accordance with the Terminal Operating Procedures) by or to the Master.
- 4.1.2 Without prejudice to the effectiveness of any such notice or communication in accordance with Section B4.1.1, GLNG will endeavour to provide to the New Shipper a copy of any notice or communication given in writing to the Master as soon as practicable after it was so given.
- 4.1.3 An LNG Tanker shall not be entitled to give Notice of Readiness, and a New Shipper shall not be entitled to berth or unload an LNG Tanker:
 - (a) unless at the relevant time either:
 - (i) the New Shipper has; or
 - (ii) if the New Shipper so requests, GLNG determines in its reasonable opinion that, on the basis of the New Shipper's Delivery Nomination for that Day (and where relevant the following Day), the New Shipper will have, unfilled Storage Capacity sufficient to enable the timely unloading of the volume of LNG to be unloaded in accordance with the requirements of Section B4.6.1 and of this Section B5 generally; or
 - (b) if GLNG would be entitled, as a result of the unloading of such volume of LNG, to make an election under Section C4.4.2(b) on any Day, and the New Shipper and/or the Master shall keep GLNG accurately informed as to the volume of LNG to be unloaded.
- 4.1.4 Without prejudice to the New Shipper's obligation as to payment of the Annual Capacity Charge or to maintain a Minimum Inventory, but subject always to Section B4.2, nothing in this New Shipper Access Code obliges a New Shipper to use its Berthing Slots or unload any particular quantity of LNG in any Programme Year.

4.2 Use It or Lose It

- 4.2.1 If for any reason a New Shipper will not use a Berthing Slot allocated to it (that is, will not send an LNG Tanker to berth and unload at the Terminal on the Scheduled Unloading Date), the New Shipper shall give notice to GLNG to that effect as soon as the New Shipper is aware that it will not use the Berthing Slot.

4.2.2 Notwithstanding Section B4.2.1, the New Shipper shall be deemed to have given such notice for the purposes of this New Shipper Access Code if it has not nominated an LNG Tanker for such Berthing Slot by the time which is 05:00 hours on the seventh (7th) Day prior to commencement of the Scheduled Unloading Date for that Berthing Slot (or such other time as GLNG may notify in writing from time to time having regard to any applicable Legal Requirements), whereupon:-

- (a) such Berthing Slot shall become an Unallocated Berthing Slot in respect of which Section B3.6 shall apply; and
- (b) unless otherwise agreed in writing by GLNG:
 - (i) in respect of a Base Shipper, that Base Shipper shall lose its entitlement to all and any unused Storage Capacity (but not to exceed one hundred and fifty thousand cubic metres (150,000 m³)) for a period of ten (10) consecutive Days commencing 05:00 hours on the Scheduled Unloading Date; and
 - (ii) in respect of a Package Shipper, that Package Shipper shall lose its entitlement to the relevant Package,

provided that if and to the extent that GLNG has subsequently unsuccessfully offered the Unallocated Berthing Slot and/or associated Capacity to third parties by way of auction or otherwise then unless notified otherwise by GLNG the Unallocated Berthing Slot and/or associated Capacity (as the case may be) will revert to that New Shipper automatically 48 hours prior to the commencement of the Scheduled Unloading Date for the relevant Berthing Slot.

4.3 **Notice of Estimated Time of Arrival at Unloading Port**

4.3.1 The New Shipper shall give notice to GLNG, as soon as reasonably practicable after the LNG Tanker's departure from the Port of Departure, setting out the following:

- (a) the name of the Approved LNG Tanker;
- (b) the ETA of the LNG Tanker;
- (c) details of any operational deficiencies in the LNG Tanker that may affect its operations in the Port or at the Terminal;
- (d) the quality, density and volume of LNG loaded;
- (e) the estimated quality, density and volume of LNG to be unloaded; and
- (f) the estimated temperature of the LNG and temperature and pressure of the vapour in the tanks of the LNG Tanker upon arrival at the Terminal, and the New Shipper or the Master shall promptly inform GLNG of any change in the foregoing.

4.3.2 The Master shall promptly give notice to GLNG, and shall update the latest such notice in the event of a change of ETA of more than a specified period, as follows:

Time when notice to be given	Content of notice	Change of ETA requiring updated notice
96 hours before current ETA	Confirmed or updated ETA	6 hours
72 hours before current ETA	Confirmed or updated ETA	6 hours
48 hours before current ETA	Confirmed or updated ETA	6 hours
24 hours before current ETA	Confirmed or updated ETA	2 hours
6 hours before ETA	Confirmed or updated ETA	Any change

4.4 Notice of Readiness

4.4.1 When the LNG Tanker has arrived at the customary pilot station or customary anchorage at the Port, has taken on board the pilot with the prior authority or approval of GLNG, has received all necessary port clearances and is ready and able to proceed to berth and unload or load LNG (**NOR Conditions**), the Master shall give a Notice of Readiness to GLNG (**Notice of Readiness** or **NOR**) which shall ordinarily be given during the Scheduled Unloading Date or, in the case of a Package Shipper, the Scheduled Arrival Window.

4.4.2 In the event that:-

- (a) the LNG Tanker arrives at the Unloading Port and the Master gives Notice of Readiness prior to:
- (i) in the case of a Base Shipper, the Scheduled Unloading Date, the Notice of Readiness shall be deemed effective at 00:00 hours on the Scheduled Unloading Date (or, where applicable, in accordance with Section B4.4.3); and
 - (ii) in the case of a Package Shipper, the Scheduled Arrival Window, the Notice of Readiness shall be deemed effective at the commencement of the Scheduled Arrival Window (or, where applicable, in accordance with Section B4.4.3); and
- (b) the Master gives Notice of Readiness after:
- (i) in the case of a Base Shipper, the Scheduled Unloading Date; or
 - (ii) in the case of a Package Shipper, the Scheduled Arrival Window;

the Notice of Readiness shall not be deemed effective until such time when and if GLNG notifies the Master or the New Shipper pursuant to Section B4.5.3 that the LNG Tanker may proceed to berth.

4.4.3 For the purposes of this Section B4.4, any NOR given shall not be effective until the time when all NOR Conditions have, in GLNG's reasonable opinion, been satisfied (or

waived by GLNG at GLNG's sole discretion), and GLNG shall confirm to the New Shipper the satisfaction (or waiver) of all NOR Conditions as soon as reasonably practicable.

4.5 Berthing Assignments

- 4.5.1 GLNG shall determine the berthing sequence of LNG Tankers at the Port in order best to ensure compliance with the overall unloading schedule of the Unloading Facilities, and shall notify the Master of berthing priority, upon receipt of the Notice of Readiness.
- 4.5.2 In determining such berthing sequence, priority shall be given to an LNG Tanker arriving at the Port and giving Notice of Readiness on its Scheduled Unloading Date (or, in the case of a Package Shipper, its Scheduled Arrival Window) and, between LNG Tankers arriving at the Port or giving Notice of Readiness not on schedule, the normal industry practice of "first come, first served" shall be applied (subject to Section B4.5.3).
- 4.5.3 If the LNG Tanker does not give Notice of Readiness by the required timescales under Section B4.4.1(b) but does thereafter give Notice of Readiness which is or has become effective in accordance with Section B4.4.2, GLNG shall use all reasonable endeavours to berth and unload the LNG Tanker as soon as reasonably practicable after the time such Notice of Readiness is or has become effective, and if GLNG determines that berthing and unloading of that LNG Tanker would not delay the berthing or unloading of other LNG Tankers which arrive, or are expected to arrive, on time in accordance with the Annual Unloading Programme and/or will not compromise the safe and efficient operation of the Terminal, GLNG shall notify the Master that the unloading LNG Tanker may proceed to berth. For the avoidance of doubt, GLNG shall not be obliged to berth and unload the LNG Tanker if doing so would delay the berthing or unloading of other LNG Tankers which arrive, or are expected to arrive, on time in accordance with the Annual Unloading Programme or would compromise the safe and efficient operation of the Terminal.

4.6 Cargo Unloading

- 4.6.1 Following the giving of Notice of Readiness or (if later) such notice becoming effective in accordance with Section B4.4, the New Shipper and GLNG shall co-operate with each other in berthing and securing the LNG Tanker and shall commence unloading or cause it to be commenced upon completion of berthing and shall co-operate with each other to complete unloading or cause it to be completed safely, expeditiously and effectively.
- 4.6.2 Notwithstanding the generality of Section B4.6.1 above, Package Shippers shall commence unloading by no earlier than 05:00 hours on the Scheduled Unloading Date and by no later than 23.59 hours on the Scheduled Unloading Date.
- 4.6.3 The New Shipper and GLNG shall procure that personnel competent in the English language are available to enable all communications at the Unloading Facilities to be conducted in English.

4.7 Departure

The New Shipper, in co-operation with GLNG and the Port Authority, shall cause the LNG Tanker to depart safely and expeditiously from the berth upon Completion of Unloading.

4.8 Vessels unready or delayed in unloading

4.8.1 If, after Notice of Readiness is given or (if later) has become effective in accordance with Sections B4.4.2 or B4.4.3, the LNG Tanker arrives at the Terminal not ready to unload for any reason, GLNG may refuse to allow it to berth unless in GLNG's reasonable opinion it is reasonably certain that the LNG Tanker can be readied for unloading and unloading can then be completed without disrupting the overall unloading schedule or operations of the Unloading Facilities and provided that GLNG has not concluded that the LNG Tanker is unsafe.

4.8.2 If:-

- (a) the LNG Tanker, previously believed to be ready for unloading, is determined to be not ready after being berthed, or
- (b) the unloading process is interrupted for more than three (3) hours, or
- (c) the unloading of the LNG Tanker has not been completed within a period of twenty eight (28) hours after the LNG Tanker is all fast in berth;

in each case for reasons not attributable to GLNG, then GLNG may in its discretion direct the LNG Tanker to vacate the berth and proceed to sea, unless in GLNG's reasonable opinion it is reasonably certain that the LNG Tanker can be readied for unloading and unloading can then be completed without disrupting the overall unloading schedule or operations of the Unloading Facilities and provided that GLNG has not concluded that the LNG Tanker is unsafe.

4.8.3 When the LNG Tanker which has not been allowed to berth or which has vacated the berth and proceeded to sea (under Section B4.8.1 or B4.8.2) is ready for unloading, if GLNG in its discretion so requires, the New Shipper shall cause the Master to notify GLNG by serving Notice of Readiness (which supersedes any previous Notice of Readiness), in which case the provisions of Sections B4.4 and B4.5 shall apply.

4.8.4 For the avoidance of doubt, in relation to a Package Shipper, notwithstanding any delays in berthing and/or unloading and/or departure as described in Sections B4.5, B4.6 or B4.8 it shall be the Package Shipper's responsibility to ensure that its LNG-in-store remains within its prevailing Storage Capacity from time to time and at or above its Minimum Inventory (if applicable) and taking into account its allocation of Minimum Delivery (if applicable), provided always that insofar as any delay is caused by GLNG then GLNG shall allocate additional Storage and/or Delivery Capacity in the manner described in Section A4.1.9 as if GLNG had served a service reduction notice.

5 Unloading Delays

5.1 Laytime calculations

5.1.1 Subject to Section B5.1.2, Allowed Laytime shall be calculated in accordance with the following formula:

$$AL = (CTC/12,000) + 10$$

where:

AL is number of hours of Allowed Laytime; and

CTC is the total cargo tank capacity in m³.

5.1.2 Allowed Laytime shall be extended by any period of delay which is caused by one or more of the following:

- (a) reasons attributable to the New Shipper, Tanker Operator, LNG Tanker or its Master, crew, owner or operator, including the period of time when the LNG Tanker is not able to unload or complete unloading by reason of the exercise by GLNG of its rights under Section B4.8.2;
- (b) Force Majeure;
- (c) the compliance by the LNG Tanker with Port regulations; and/or
- (d) Adverse Weather Conditions, and such period of extension shall be determined by GLNG acting reasonably and notified to the Master.

5.1.3 Used Laytime shall begin to count when the LNG Tanker is in berth and the unloading arms are fixed and cool down has commenced (or, if sooner, the time which is six (6) hours after the time NOR is effective pursuant to Section B4.4.3), and shall continue to run until the discharge has completed and the main pumps are off.

5.1.4 If any problem occurs or is foreseen to occur so as to cause delay to the LNG Tanker in unloading or departing, the New Shipper and GLNG shall, without prejudice to Sections B4.5 and B4.6, discuss it in good faith and use their reasonable endeavours to minimise or to avoid the delay, and at the same time shall co-operate with each other to find counter measures to minimise or to avoid the occurrence of any similar delay in the future.

5.2 Demurrage and other payments

5.2.1 In the event Used Laytime in relation to the LNG Tanker exceeds Allowed Laytime,

GLNG shall pay to the New Shipper demurrage in respect of the period by which Used Laytime exceeds Allowed Laytime, at the rate per day (and pro rata for a partial day) determined according to the following formula by reference to the LNG tank capacity of the relevant LNG Tanker:

$$ER_d * RD$$

where:

ER_d is the US\$/£ Bank of England's foreign exchange rate, being the spot rate of exchange for the purchase of Pounds Sterling with US dollars in the London foreign exchange market at or about 11:00 hours on day d; and

RD is the rate in US\$ set out in the table below:

Size of LNG Tanker	Rate (US\$ per day)
Up to and including 130,000 m ³	55,000
Exceeding 130,000 m ³ up to and including 150,000 m ³	71,500
Exceeding 150,000 m ³ up to and including 200,000 m ³	99,000
Exceeding 200,000 m ³	109,000

provided that at intervals of five (5) years GLNG and all New Shippers will review in good faith the rates of demurrage with a view to assessing whether they remain appropriate; and if they so agree the rates shall be revised; but failing agreement such rates shall remain unchanged.

- 5.2.2 If an LNG Tanker is delayed in berthing or unloading for reasons which do not or would not extend Allowed Laytime pursuant to Section B5.1.2, GLNG shall pay to the New Shipper an amount to compensate the New Shipper for excess LNG boil-off from the LNG Tanker attributable to such delay equal to the NBP Day Ahead Price for the Day in question multiplied by the energy equivalent of five decimal five (5.5) m³ of LNG for each hour or part thereof from thirty (30) hours after the time NOR is effective pursuant to Section B4.4.3 until the commencement of unloading. The energy equivalent shall be based on the Gross Heating Value of the LNG unloading from the applicable LNG Tanker.
- 5.2.3 The provisions of Sections B5.2.1 and B5.2.2 shall be the New Shipper's sole and exclusive right to be compensated in respect of any delay by GLNG in unloading an LNG Tanker (but without prejudice to the right of the New Shipper to cause the LNG Tanker to depart from the berth or Port in the event of such delay, in which case Used Laytime shall cease to run upon the LNG Tanker giving notice of such departure).
- 5.2.4 Without prejudice to GLNG's discretion under Section B4.8.2 to require the LNG Tanker to vacate the berth, if Used Laytime exceeds twenty eight (28) hours for any reason which extends or would extend Allowed Laytime in accordance with Section B5.1.2(a), and (as a result of the unavailability of the berth) GLNG incurs any liability to any other Terminal Shipper to pay demurrage, compensation for excess-boil-off and/or compensation for cancellation or termination of one or more Berthing Slots (either pursuant to this New Shipper Access Code or the Existing Phase Shipper TCs):
- (a) the New Shipper shall pay an amount to GLNG equal to the aggregate of all such amounts paid or payable by GLNG (which shall be in full satisfaction of all and any other claims GLNG may have against the New Shipper for recovery of such amounts); and
 - (b) GLNG will provide to the New Shipper reasonable evidence as to the amount so payable.
- 5.2.5 GLNG or (as the case may be) the New Shipper shall be discharged and released from all liabilities in respect of any claims under Sections B5.2.1 and B5.2.2 or (as the case

may be) compensation under Section B5.2.4(a), unless a claim in writing has been presented:

- (a) in the case of Sections B5.2.1 and B5.2.2, to GLNG, within sixty (60) days after Completion of Unloading of the relevant LNG Tanker; or
- (b) in the case of Section B5.2.4(a), to the New Shipper, within sixty (60) days after the claim (by another Terminal Shipper, in respect of which the compensation is payable) was presented.

5.2.6 Amounts payable under Sections B5.2.1, B5.2.2 and or B5.2.4 shall be included in the next practicable Invoice prepared and submitted by GLNG pursuant to Section B1 of the New Shipper GTCs.

5.3 Cancellation of Berthing Slots

5.3.1 If, at any time before Notice of Readiness is given or (if later) has become effective in accordance with Section B4.4.2, circumstances arise (whether or not amounting to Force Majeure) as a result of which, in GLNG's reasonable opinion, GLNG will be unlikely to be able to comply with its obligations in relation to a Berthing Slot to berth and unload an LNG Tanker in accordance with Section B4.6.1:

- (a) GLNG will so inform the relevant New Shipper and will discuss the matter with the New Shipper and GLNG and the New Shipper shall endeavour in good faith to agree (subject to Section B3.4) upon a rescheduling of the Berthing Slot which will enable the LNG Tanker to be berthed and unloaded;
- (b) where GLNG is able to reschedule the Berthing Slot to a Day within forty eight (48) hours from and including 05:00 hours of the Scheduled Unloading Date and notifies the New Shipper of the same by email, the Berthing Slot shall be deemed to be rescheduled to such Day (**Revised Scheduled Unloading Date**) (and it is acknowledged by the Parties that, in such event, the original Berthing Slot shall not be deemed to have been cancelled);
- (c) unless the rescheduling was for a reason which extends or would extend Allowed Laytime pursuant to Section B5.1.2, GLNG shall pay an amount of demurrage and excess boil-off calculated by reference to Section B5.2.1 and B5.2.2 and in respect of a period which begins six (6) hours after commencement of the Scheduled Unloading Date and which ends at the start of the Revised Scheduled Unloading Date; and
- (d) in the case of a Package Shipper only, where Section B5.3.1(b) applies GLNG shall allocate additional Storage and/or Delivery Capacity to the New Shipper in the manner described in Section A4.1.9 as if GLNG had served a service reduction notice.

5.3.2 If no rescheduling has been agreed in accordance with Section B5.3.1(a) and GLNG has not notified the New Shipper of a Revised Scheduled Unloading Date pursuant to Section B5.3.1(b), and in GLNG's reasonable opinion its inability to berth and unload the LNG Tanker in accordance with the Annual Unloading Programme would (unless the Berthing Slot were cancelled) have a substantial adverse effect on its ability to berth and unload LNG Tankers for subsequent Berthing Slots in the Annual Unloading Programme, then GLNG may cancel the Berthing Slot by giving to the relevant New

Shipper as much notice of such cancellation as is practicable in the circumstances, up to but not after the time at which the Master gives Notice of Readiness (or such later date it becomes effective) in accordance with Section B4.4.

5.3.3 Where a Berthing Slot is cancelled by GLNG pursuant to Section B5.3.2, the New Shipper shall be entitled to Berthing Slot Cancellation Compensation calculated as follows, based on Berthing Cancellation Days ascertained pursuant to Section A4.2.3:

- (a) where notice of cancellation is given more than thirty (30) days before the Scheduled Unloading Date, GLNG shall pay to the New Shipper an amount equivalent to one hundred per cent (100%) of the Daily Capacity Charge for each Day which is a Berthing Cancellation Day;
- (b) where notice of cancellation is given not less than fifteen (15) days but not more than thirty (30) days before the Scheduled Unloading Date, GLNG shall pay to the New Shipper an amount equivalent to one hundred and five per cent (105%) of the Daily Capacity Charge for each Day which is a Berthing Cancellation Day; or
- (c) where notice of cancellation is given not more than fifteen (15) days prior to the Scheduled Unloading Date but prior to the New Shipper giving Notice of Readiness (or (if later) NOR becoming effective in accordance with Sections B4.4.2 or B4.4.3), GLNG shall pay to the New Shipper an amount equivalent to one hundred and five per cent (105%) of the Daily Capacity Charge for each Day which is a Berthing Cancellation Day together also with an amount which would be payable by GLNG as demurrage and in respect of excess boil-off in relation to the LNG Tanker in accordance with Section B5.2 in respect of a period in days calculated as:

$$2 + [3 * (15-N)]/15$$

where N is the number of days from giving of notice of the cancellation to the Scheduled Unloading Date.

5.4 Termination of Berthing Slots

5.4.1 If:

- (a) after Notice of Readiness has been given by an LNG Tanker or (if later) has become effective in accordance with Sections B4.4.2 or B4.4.3), GLNG has been unable or in its reasonable opinion will be unable to berth and unload the LNG Tanker, or complete the berthing or unloading, of the LNG Tanker within the Allowed Laytime; and
- (b) in GLNG's reasonable opinion its inability so to berth and unload or complete the berthing and unloading of the LNG Tanker will have a substantial adverse effect on its ability to berth and unload LNG Tankers for subsequent Berthing Slots in the Annual Unloading Programme;

GLNG will discuss the matter with the relevant New Shipper and both parties will endeavour in good faith to agree upon appropriate steps to be taken in the circumstances; but if GLNG and the New Shipper are unable to agree upon steps which will remedy

such adverse effect in relation to subsequent Berthing Slots, GLNG may terminate the relevant Berthing Slot by giving notice of such termination to the New Shipper.

5.4.2 Where GLNG gives notice of termination of a Berthing Slot pursuant to Section B5.4.1:

- (a) GLNG and the New Shipper shall take such steps as are necessary to ensure that unloading (if then in progress) ceases and the LNG Tanker safely departs the berth as soon as practicable after such notice was given;
- (b) Used Laytime shall cease to run with effect from six (6) hours after such notice was given (and GLNG shall cease to be liable to the Shipper under Section B5.2.1 accordingly); and
- (c) subject to Section C2 of the New Shipper GTCs (and unless the termination was as a result of the New Shipper's breach of its Services Agreement), Berthing Slot Cancellation Compensation shall be payable in respect of such terminated Berthing Slot as follows:
 - (i) GLNG shall pay to the New Shipper an amount equivalent to one hundred and five per cent (105%) of the Daily Capacity Charge for each Day which is a Berthing Cancellation Day; and
 - (ii) GLNG shall pay to the New Shipper an amount (in addition to any amount for which it may already have become liable under Section B5.2.1) calculated as the amount which would be payable by GLNG as demurrage and in respect of excess boil-off in relation to the LNG Tanker in accordance with Section B5.2 in respect of a period (of Used Laytime in excess of Allowed Laytime) of five (5) days.

6 Title and Risk

6.1 Passing of title and risk

Except as may be provided in Section B6.3, title and risk in respect of LNG shall pass to GLNG as the LNG passes the LNG Delivery Point.

6.2 Title

- 6.2.1 The New Shipper warrants to GLNG that either the New Shipper or a person with whom it has arranged unloading in the circumstances specified in Section B6.2.3 will have title at the LNG Delivery Point to the LNG unloaded and that such LNG will be free of any lien, charge, encumbrance or adverse claim.
- 6.2.2 The New Shipper shall indemnify GLNG against any loss, liability, damage or claim incurred by or made against GLNG in consequence of any breach by the New Shipper of the warranty in Section B6.2.1.
- 6.2.3 Any person with whom the New Shipper has arranged for the unloading of LNG at the LNG Delivery Point and who has title (at the LNG Delivery Point) to such LNG shall pass title to such LNG at the LNG Delivery Point to GLNG (or as may otherwise be provided in Section B6.3).

6.3 Alternative title arrangements

- 6.3.1 This Section B6.3 shall apply where the New Shipper shall have agreed with GLNG in its Terminal User Agreement that title to LNG unloaded by the New Shipper shall not pass to GLNG.
- 6.3.2 Title in respect of LNG shall remain with the New Shipper as LNG passes the LNG Delivery Point with the result that, upon the comingling of such LNG with other LNG in the Terminal, each of (1) the New Shipper, (2) any other Co-Owning New Shippers, and (3) GLNG, shall together be co-owners of the LNG in the Terminal in the Specified Shares.
- 6.3.3 Notwithstanding Section B6.3.2 and for the avoidance of doubt, each Co-Owning New Shipper irrevocably and unconditionally permits and authorises GLNG to unload, process, store, blend, regasify and Deliver, and otherwise deal with, the LNG and gas in the Terminal in accordance with the terms of its Services Agreement or otherwise for the purposes of normal operation of the Terminal and discharge of all rights and obligations as between GLNG and Terminal Shippers.
- 6.3.4 A Co-Owning New Shipper shall indemnify, hold harmless and defend GLNG from and against any loss, liability, damages, claims, disputes, costs and expenses (including, but not limited to the costs of litigation, and whether arising in contract or tort), incurred by GLNG as a result of, or made against GLNG by, any third party asserting any right or other interest over or in respect of the Co-Owning New Shipper's Specified Share.
- 6.3.5 For the avoidance of doubt, risk in respect of LNG shall pass to GLNG in accordance with Section B6.1.

7 Specification of LNG unloaded

7.1 Specification

- 7.1.1 For the purposes of this New Shipper Access Code unless otherwise provided in the New Shipper's Terminal User Agreement, the **Specification** which a New Shipper is entitled to unload shall be as follows:-

<i>Property</i>		<i>LNG Specification</i>	<i>Unit</i>
<i>Wobbe (real gross dry)</i>	<i>Max</i>	52.4	MJ/Sm ³
<i>Gross Calorific value (real gross dry)</i>	<i>Max</i>	42.3	MJ/Sm ³
<i>O2 content</i>	<i>Max</i>	0.02	mol (%)
<i>CO2 content</i>	<i>Max</i>	2	mol (%)

<i>Sulphur in H2S</i>	<i>Max</i>	<i>5</i>	<i>mg/Sm³</i>
<i>Total sulphur</i>	<i>Max</i>	<i>50</i>	<i>mg/Sm³</i>
<i>Nitrogen</i>	<i>Max</i>	<i>0.8</i>	<i>mol (%)</i>
<i>Relative Density</i>	<i>Max</i>	<i>0.7</i>	

Or, to the extent not listed in the table above, as may otherwise be stipulated by the Gas Entry Conditions applicable from time to time in accordance with the NTS and LDZ Network Entry Agreements (save insofar as relating to temperature and pressure).

- 7.1.2 It is acknowledged that LNG unloaded by the New Shipper will or may be commingled in the Terminal with LNG delivered by other Terminal Shippers, and furthermore, notwithstanding the Specification of LNG unloaded, GLNG may be required to blend such LNG (and within such reasonable safety margin as GLNG may determine acting as a Reasonable and Prudent Operator) in order to meet Gas Entry Conditions.

7.2 Compliance with Specification

- 7.2.1 LNG unloaded at the Terminal by a New Shipper, when converted into a gaseous state, shall comply at the LNG Delivery Point with the Specification.
- 7.2.2 The New Shipper shall:
- (a) keep GLNG informed of the quality and material changes in the quality of LNG produced at each of the sources from which the New Shipper obtains LNG for unloading at the Terminal;
 - (b) following the departure of an LNG Tanker from the Port of Departure, notify to GLNG the quality of the loaded LNG and estimated quality of LNG to be unloaded in accordance with Section B4.3; and
 - (c) if at any time the New Shipper becomes aware that the quality of LNG loaded on board an LNG Tanker en route to the Terminal, or the estimated quality of LNG to be unloaded therefrom, is different from the quality notified under paragraph (b) or previously notified under this paragraph (c), notify GLNG accordingly.

7.3 Variant-Specification LNG

- 7.3.1 A New Shipper may make a request to GLNG (in a format GLNG may specify from time to time) to unload an LNG cargo whose composition varies from the Specification (**Variant Specification**). Where GLNG receives any such request from a New Shipper, or GLNG otherwise becomes aware (pursuant to Section B7.2 or otherwise) that LNG to be unloaded or being unloaded by the New Shipper has a Variant Specification, GLNG may elect, by giving notice to the New Shipper, either:
- (a) to refuse to permit the unloading or continued unloading of the LNG cargo; or

- (b) where, based on its available knowledge, GLNG can reasonably expect to be able to Deliver Gas to the relevant Gas Delivery Point(s) in compliance with applicable Gas Entry Conditions, to permit the unloading or continued unloading of the LNG cargo, which may be (at GLNG's discretion) subject to specified conditions including a requirement to Deliver the unload quantity within a particular time period, or subject to a restriction to be placed on the New Shipper's Delivery Capacity for a particular time period.
- 7.3.2 GLNG will endeavour to make any election under Section B7.3.1 as soon as reasonably practicable after becoming aware of the Variant Specification, but shall be entitled to do so at any time in accordance with Section B7.3.3.
- 7.3.3 For the avoidance of doubt, GLNG may make an election under Section B7.3.1(a) at any time, irrespective of whether the LNG Tanker has arrived at the Port, given Notice of Readiness or has berthed or commenced unloading.
- 7.3.4 Where GLNG has given notice of an election under Section B7.3.1(a):
- (a) Notice of Readiness may not be given by the LNG Tanker; the LNG Tanker may not proceed to berth (and if proceeding to berth shall cease to do so); and (if the LNG Tanker has already berthed or commenced unloading) the LNG Tanker shall cease unloading and/or (as the case may be) vacate the berth as soon as possible following GLNG's notice of its election; and GLNG shall be entitled to direct the LNG Tanker and to operate the Unloading Facilities accordingly; and
- (b) the subsequent movements of the LNG Tanker, and the disposal of the LNG (or remaining LNG) on board the LNG Tanker, shall be the sole responsibility of the New Shipper.
- 7.3.5 Except as provided below, where an LNG cargo with a Variant Specification is unloaded at the Terminal, irrespective of whether GLNG elected to permit unloading or continued unloading of the LNG under Section B7.3.1(b) and with or without conditions or restrictions, the New Shipper shall reimburse to GLNG and indemnify it in respect of all direct loss, damage, costs and expenses incurred by GLNG in consequence of (including all and any amounts payable to New Shippers and Existing Phase Shippers with respect to) the unloading of such LNG, including damage to the Terminal, the treatment, loss or disposal of such LNG or other LNG contaminated by it, the Delivery of non-compliant gas, and any subsequent delay or inability in unloading LNG Tankers, provided always that:-
- (a) the New Shipper shall not be so required to reimburse and indemnify GLNG to the extent such Variation Specification was solely a result of LNG Boil-Off attributable to a delay to berthing extending forty-eight (48) hours after the time NOR is effective pursuant to Section B4.4.3 and with respect to LNG Boil-Off occurring after such forty-eight hour period;
- (b) the New Shipper's liability to pay any such amounts with respect to damage to the Terminal and the permanent loss of LNG shall be subject to the limitations set out in Section C9 of the New Shipper GTCs; and
- (c) GLNG shall seek to minimise such loss, damage, costs and expenses acting at all times as a Reasonable and Prudent Operator.

- 7.3.6 Without prejudice to GLNG's right (in accordance with Section B7.3.1(a)) to refuse to permit the unloading or continued unloading of LNG with a Variant Specification:
- (a) GLNG will use all reasonable endeavours to inform the New Shipper that the LNG being unloaded has a Variant Specification, and to discuss the matter with the New Shipper;
 - (b) GLNG will endeavour to accept such unloading where in GLNG's reasonable opinion it is feasible to do so (having regard, without limitation, to its ability to take measures in relation to the LNG using facilities established pursuant to any arrangement for variation as provided in Section B7.1.2 or Blending Measures) without prejudicing the safe and reliable operation of the Terminal or its obligations to any New Shipper; and
 - (c) any delay in unloading which results from steps taken by GLNG pursuant to paragraph (a) or (b) above shall be deemed to be for reasons attributable to the New Shipper for the purposes of Section B5.1.2(a).

8 Measurements and Tests

8.1 General

- 8.1.1 The volume, quantity and quality of LNG unloaded from an LNG Tanker at the Terminal shall be determined in accordance with the provisions of this Section B8.
- 8.1.2 Without prejudice to the further provisions of this Section B8, in determining the quantity of LNG unloaded from an LNG Tanker, the energy quantity vented or consumed by the gas combustion unit of the vessel and the Vapour Return Boil-off Gas after opening custody transfer and before closing custody transfer, is to be deducted from the gross energy quantity of the LNG delivered.

8.2 Supply of Devices

- 8.2.1 The New Shipper shall supply, operate and maintain, or cause to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG Tanker, as well as pressure and temperature measuring devices, in accordance with Section B8.3 and Annex I, and any other measurement, gauging or testing devices which are incorporated in the structure of such LNG Tanker or customarily maintained on board an LNG vessel.
- 8.2.2 GLNG shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting samples and for determining quality and composition of the delivered LNG, in accordance with Section B8.3 and Annex I, and any other measurement, gauging or testing devices which are necessary to perform the measurement and testing required at the Unloading Facility.

8.3 Selection of Devices

- 8.3.1 Each device provided for under Section B8.2 shall be of a design which has been proven in service in an existing LNG trade, unless GLNG otherwise agrees or specifies, in which case such device shall, at the time of selection, be accurate and reliable in its practical application and conform to applicable industry standards.

- 8.3.2 Such devices shall be accurate within the limits of accuracy specified in Annex I; and the degree of accuracy of such devices shall be verified by the Independent Surveyor in accordance with Section B8.12.

8.4 Units of Measurement and Calibration

- 8.4.1 The design of devices to be used for measurements and tests under this Section B8 shall allow all measurements and tests to be conducted in the SI system of units.
- 8.4.2 In the event that it becomes necessary to make measurements and tests using a new system of units of measurements, GLNG shall after having consulted with Terminal Shippers establish and publish suitable conversion factor.

8.5 Tank Gauge Tables of LNG Tankers

The New Shipper shall furnish to GLNG, or cause GLNG to be furnished, a certified copy of tank gauge tables as described in paragraph 1.1 of Annex I for each LNG tank of the LNG Tanker and of tank gauge tables revised as a result of any recalibration of an LNG tank of an LNG Tanker.

8.6 Gauging and Measuring LNG Volumes Unloaded

- 8.6.1 The volume of LNG unloaded shall be determined by gauging the LNG in the LNG tanks of the LNG Tanker immediately before and after unloading.
- 8.6.2 The New Shipper shall perform, or cause to be performed, the gauging of the liquid in the LNG tanks of the LNG Tanker, measurement of liquid temperature, vapour temperature and vapour pressure in each LNG tank, and gauging of the trim and list of the LNG Tanker, before the commencement of unloading and after the Completion of Unloading, in accordance with paragraph 3 of Annex I.
- 8.6.3 As soon after Completion of Unloading as reasonably practicable the New Shipper shall supply GLNG with copies of gauging and measurement records.

8.7 Samples for Quality Analysis

GLNG shall in accordance with paragraph 4.1 of Annex I obtain representative samples of the LNG unloaded by a New Shipper.

8.8 Quality Analysis

GLNG shall analyse or caused to be analysed the samples referred to in Section B8.7 in accordance with the terms of paragraph 4.2 of Annex I to determine the molar fractions of the hydrocarbons and other components in such sample.

8.9 Operating Procedures

- 8.9.1 Prior to carrying out measurements and gauging in accordance with Section B8.6, the New Shipper shall notify the designated representative(s) of GLNG, allowing such representative(s) a reasonable opportunity to be present for all operations and computations; provided however that the absence of such representative(s) after notification and reasonable opportunity to attend shall not affect the validity of any operation or computations thereupon performed.

- 8.9.2 On request of the New Shipper and prior to taking samples and carrying out analyses in accordance with Sections B8.7 and B8.8, on the request of the New Shipper, GLNG shall notify the designated representative(s) of the New Shipper, allowing such representative(s) a reasonable opportunity to be present for all operations and computations; provided however that the absence of such representative(s) after notification and reasonable opportunity to attend shall not affect the validity of any operation or computations thereupon performed.
- 8.9.3 At the request of GLNG or the New Shipper any measurements, gauging and/or analyses provided for in Sections B8.6 and B8.8 shall be witnessed and verified by an Independent Surveyor agreed upon by GLNG and the New Shipper. The results of such surveyor's verifications shall be made available promptly to the other Party.
- 8.9.4 All records or measurements and the computations results shall be preserved by GLNG and the New Shipper for a period of not less than three (3) years after such measurements and computations have been completed.

8.10 Quantity of Delivered LNG

GLNG shall calculate the quantity of the LNG unloaded by a New Shipper in accordance with paragraph 5 of Annex I.

8.11 Verification of Accuracy and Correction of Error

- 8.11.1 The New Shipper shall regularly test and verify the accuracy of its devices. In the case of gauging devices of their LNG Tankers referred to under Section B8.2.1 such tests and verifications shall take place during each scheduled dry-docking; provided that the interval between such test and verifications shall not exceed three (3) years. The New Shipper shall also test redundant determining devices and report their indications to GLNG for verification purposes. GLNG shall have the right to inspect at any time the measurement, gauging and testing devices installed by a New Shipper and any verification results.
- 8.11.2 If GLNG has reasonable doubts as to the accuracy of such devices it may on an exceptional basis and after having notified the New Shipper in advance, request the testing and verification of the accuracy of such device prior to the next scheduled testing and verification.
- 8.11.3 GLNG shall from time to time and at least every three (3) years test and verify the accuracy of its devices referred to under Section B8.2.2. If a New Shipper reasonably questions the accuracy of such devices it may on an exceptional basis and after having notified GLNG in advance, request the testing or verification of the accuracy of such device prior to the next scheduled testing and verification; provided that this does not interfere with GLNG's normal operations of the Terminal.
- 8.11.4 Testing and verification of such devices shall be performed using methods that are recommended by the manufacturers or that are standard in the LNG industry.
- 8.11.5 Permissible tolerances of inaccuracy of the measurement, gauging and testing devices shall be in accordance with Annex I. Where the inaccuracy of a device is found to exceed the permissible tolerances, the device shall be adjusted accordingly and recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error, which is definitely known to GLNG and the New

Shipper. In the event that the period of error is not known, corrections shall be made in relation to the quantity unloaded for each unloading of an LNG Tanker during the last half of the period since the date of the most recent calibration of the inaccurate device.

- 8.11.6 Following any such correction, the amount of the quantity unloaded (for each relevant unloading of an LNG Tanker) shall be adjusted and the consequent adjustment made in respect of the New Shipper's LNG-in-store; provided that to the extent that by reason of such adjustment the New Shipper would be in breach of its obligations in respect of Minimum Inventory or be liable to a Storage Overrun Charge, the New Shipper shall, for a period of thirty (30) days after such adjustment was made, be treated as not being in breach thereof or so liable.

8.12 Independent Surveyor

- 8.12.1 GLNG will (after consulting with the New Shipper as to the identity of the person or organisation to be appointed) appoint an independent surveyor to act on behalf of GLNG and each New Shipper as Independent Surveyor for the purposes contemplated by this Section B8.
- 8.12.2 Sections C8.5.7 and C8.5.8 of the New Shipper GTCs shall apply in respect of the Independent Surveyor as if he were an Expert.

8.13 Costs and Expenses

- 8.13.1 Except where requested by GLNG in accordance with Section B8.11.2 all costs and expenses for testing and verifying measurement, gauging or testing of devices referred to in Section B8.2.1 shall be borne by the New Shipper.
- 8.13.2 Except where requested by a New Shipper in accordance with Section B8.11.3, all costs and expenses for testing and verifying measurement and testing of devices referred to in Section B8.2.2 shall be borne by GLNG.
- 8.13.3 Representatives of a New Shipper attending sample taking and sample analysis referred to in Section B8.9.2 shall do so at the cost and risk of that New Shipper.
- 8.13.4 Representatives of GLNG attending measurements and gauging referred to in Section B8.9.1 shall do so at the cost and risk of GLNG.
- 8.13.5 In the event that a New Shipper inspects or requests the testing and verification of any of GLNG's devices as provided in Section B8.11.3 and such testing does not demonstrate a failure of such device to comply with the applicable requirements, that New Shipper shall bear all costs thereof.
- 8.13.6 In the event that GLNG inspects or requests the testing and verification of any of a New Shipper's devices as provided in Section B8.11.2 and such testing does not demonstrate a failure of such device to comply with the applicable requirements, GLNG shall bear all costs thereof.
- 8.13.7 The costs of the Independent Surveyor:
- (a) if requested by GLNG in accordance with Section B8.9.3 shall be borne by GLNG;

- (b) if requested by a New Shipper in accordance with Section B8.9.3 shall be borne by the New Shipper; and
- (c) referred to in Section B8.3.2 shall be borne equally by GLNG and the New Shipper.

PART C - STORAGE AND DELIVERY SERVICES**1 LNG Storage Service****1.1 Storage Capacity**

1.1.1 Each New Shipper's Initial Storage Capacity is determined in accordance with its Terminal User Agreement and GLNG may allocate additional Storage Capacity in accordance with Section C1.6.

1.1.2 A Package Shipper's Initial Storage Capacity may be used only during each Package Service Period and, at all other times, except to the extent the Package Shipper has acquired additional Storage Capacity from GLNG or pursuant to a Capacity Transfer, the Package Shipper shall be deemed to have a Storage Capacity equal to its Minimum Inventory (if any).

1.2 Entitlement to hold LNG-in-store

1.2.1 The New Shipper may hold LNG-in-store in an amount not exceeding its Storage Capacity.

1.2.2 If at any time (for whatever reason) the amount of the New Shipper's LNG-in-store exceeds its prevailing Storage Capacity:

- (a) GLNG shall be entitled in accordance with Section C4.4 to Deliver gas representing the excess LNG-in-store to the New Shipper; and
- (b) the New Shipper shall pay a Storage Overrun Charge in accordance with Section C7.1 in respect of the excess LNG-in-store.

1.2.3 Except under emergency conditions, GLNG will not give a service reduction notice relating to Storage Capacity on less than thirty (30) Days' notice; and in any event no service reduction notice relating to Storage Capacity will be effective sooner than the time by which the New Shipper can comply with Section C4.4.2(a) on the basis of the requirement in Section C4.4.3.

1.3 LNG-in-store

1.3.1 Subject to Section C1.3.7, the New Shipper's LNG-in-store (expressed in GWh) on any Day shall be:

- (a) the New Shipper's LNG-in-store for the preceding Day (which shall be zero on the first Day of the Term, or where applicable equal to the quantity of any LNG unloaded during commissioning and remaining in storage on that Day);

plus

- (b) the sum of:
 - (i) the quantity of LNG (if any) unloaded by the New Shipper into the Terminal on the preceding Day (in accordance with Section C1.3.3);

- (ii) the amount of LNG subject to any Capacity Transfer in respect of LNG-in-store, for which the New Shipper is the transferee, with effect from the Day;
- (iii) any Shrinkage Adjustment Quantity allocated in accordance with Section C3.2; and
- (iv) any Package Shipper Inventory Upwards Adjustment allocated for that Day in accordance with Section C8.1.7,

less

(c) the sum of:

- (i) the quantity of gas Delivered to the New Shipper on the preceding Day, after deducting the relevant amount (if any) of the quantity (in GWh) of any other gases blended with regasified LNG pursuant to Blending Measures on that preceding Day (where the relevant amount is the amount allocated to the New Shipper pursuant to the New Shipper Cost Allocation Principles);
- (ii) the amount of LNG subject to any Capacity Transfer in respect of LNG-in-store, for which the New Shipper is the transferor, with effect from the Day;
- (iii) the amount of the New Shipper's Daily Shrinkage Allocation in respect of the preceding Day;
- (iv) any Shrinkage Adjustment Quantity allocated in accordance with Section C3.2; and
- (v) any Package Shipper Inventory Downwards Adjustment allocated for that Day in accordance with Section C8.1.7, and after taking into account the quantity of LNG either reloaded (or otherwise withdrawn) or unloaded, or gas delivered, pursuant to any Ancillary Service provided by GLNG during that Day.

1.3.2 The amount of the New Shipper's LNG-in-store shall be determined both:

- (a) as an energy quantity (in GWh), in accordance with Section C1.3.1 (in which the quantities and amounts referred to are expressed in GWh); and
- (b) as a liquid volume (in m³), determined by converting the amount (as an energy quantity, in GWh) of the New Shipper's LNG-in-store, in accordance with a reasonable and appropriate methodology established by GLNG and described in the Terminal Operating Procedures.

1.3.3 Subject to Section C1.3.7, on each occasion on which a New Shipper unloads an LNG Tanker at the Terminal, the quantity of LNG unloaded from an LNG Tanker shall be considered as unloaded (and credited in determining the amount of a New Shipper's LNG-in-store) on the Day on which unloading was completed as provided in Section B4.6.1; provided that where the unloading of an LNG Tanker is in progress but incomplete at the end of a Day, GLNG may (if requested by the Shipper) treat a quantity

of LNG, representing GLNG's reasonable estimate of the quantity unloaded by the end of the Day, as having been unloaded on that Day and GLNG will act as a Reasonable and Prudent Operator in considering such a request.

- 1.3.4 Except as may be provided in this New Shipper Access Code and any other any Service Specific Terms and Conditions, the New Shipper shall have no entitlement in respect of its LNG-in-store other than to have either a quantity of gas Delivered to it at a Gas Delivery Point (and where applicable, pursuant to Delivery Nominations).
- 1.3.5 For the avoidance of doubt, it is the responsibility of the New Shipper to manage its LNG-in-store so as to enable the unloading of LNG Tankers in accordance with the Annual Unloading Programme, Ninety Day Schedule (if applicable) or (if the Ninety Day Schedule does not apply) in accordance with the New Shipper's notice pursuant to Section B4.3.1 and the Delivery of gas in accordance with the New Shipper's Delivery Nominations.
- 1.3.6 For the purposes of determining a New Shipper's LNG-in-store at any time, until the Delivered Quantity for any Day has been ascertained in accordance with Section C6.2, the Nominated Quantity for the relevant Day shall be used in Section C1.3.1(c)(i).
- 1.3.7 Upon the request of the New Shipper, GLNG may in its discretion, and upon reasonable terms, agree to determine the New Shipper's LNG-in-store on any Day as if Sections C1.3.1(b)(i) and C1.3.1(c)(i) included a reference to that Day (as well as to the preceding Day), and accordingly so as to take account (in such manner as GLNG shall decide) of:
- (a) any quantities of LNG from time to time unloaded by the New Shipper; and
 - (b) the quantity of gas from time to time Delivered to the New Shipper during the course of the Day.

1.4 **Minimum LNG-in-store**

- 1.4.1 Each New Shipper shall, at all times, ensure that its LNG-in-store is not less than its Minimum Inventory.
- 1.4.2 For the purposes of this New Shipper Access Code the **Minimum Inventory** for a New Shipper at any time is the quantity (in m³) specified in or determined in accordance with the New Shipper's Terminal User Agreement (subject to Section A3.4.2).
- 1.4.3 A Base Shipper may request a reduction in Minimum Inventory on a temporary basis and at no extra cost to allow the unloading of an LNG Tanker with a cargo tank capacity greater than the amount of Storage Capacity held by that Base Shipper, and GLNG shall comply with any such request provided:-
- (a) the aggregate inventory levels at the Terminal are equal to or greater than forty per cent (40%) and
 - (b) such request is made to GLNG in writing and no earlier than three (3) days prior to the applicable Berthing Slot, and any such reduction in Minimum Inventory shall end at the commencement of the applicable Berthing Slot.
- 1.4.4 A New Shipper shall not nominate gas for Delivery or make a Capacity Transfer as a result of which the New Shipper's LNG-in-store would be less than its Minimum

Inventory (for the avoidance of doubt as may be temporarily reduced pursuant to Section C1.4.3). If a New Shipper's LNG-in-store is less than its Minimum Inventory:

- (a) the New Shipper shall pay an LNG Overrun Charge in accordance with Section C7.2; and
- (b) the provisions of Section C1.5 shall apply.

1.4.5 For the avoidance of doubt, the New Shipper shall continue at all times to be deemed to nominate an amount of gas for Delivery equal to the Minimum Delivery in accordance with the provisions of Section C4.2, notwithstanding that the New Shipper may, at that time, have less LNG-in-store than its Minimum Inventory.

1.4.6 No service reduction notice (pursuant to Section A4.1.1) shall have the effect of reducing a New Shipper's Storage Capacity below the level of its Minimum Inventory unless GLNG has expressly confirmed in writing to the New Shipper that it is relieved of its obligations under this New Shipper Access Code as to Minimum Inventory.

1.5 Further consequences of failing to maintain Minimum Inventory

1.5.1 If at any time:

- (a) a New Shipper's LNG-in-store is less than its Minimum Inventory, other than as a result of Force Majeure affecting the New Shipper or a breach by GLNG of its obligations under the New Shipper's Services Agreement; and
- (b) in the reasonable opinion of GLNG there is, as a result, a material risk (after taking account of other Terminal Shippers' LNG-in-store and the expected dates of unloading of LNG Tankers, but also the risk of delay or interruption to any such unloading) that the temperature of any LNG storage tank or LNG unloading line at the Terminal will not be maintained at a level permitting continued and uninterrupted LNG storage operations, then GLNG shall be entitled (but not obliged) to purchase or otherwise acquire LNG (in whatever quantity is available to it) and have it delivered to the Terminal and the provisions of Section C1.5.2 shall apply.

1.5.2 If GLNG purchases or otherwise acquires LNG pursuant to Section C1.5.1:

- (a) the New Shipper shall indemnify GLNG from and against all costs and expenses incurred by GLNG in purchasing such LNG, including the commodity cost of the LNG and its transportation cost, and all administrative and other costs incurred by it in connection with the purchase;
- (b) costs and expenses referred to in paragraph (a) above shall be reimbursed by the New Shipper on an actual and verifiable basis which may include the production by GLNG to the New Shipper of appropriate third party invoices and/or other documentary support (and where commercially sensitive subject to appropriate redaction);
- (c) without prejudice to the indemnity under paragraph (a) above, GLNG will endeavour to avoid incurring excessive or unnecessary costs in purchasing or acquiring LNG;

- (d) upon payment by the New Shipper of all amounts for which it is liable under paragraph (a), but subject always to Section C1.5.4, the New Shipper shall be entitled to have the amount of LNG acquired by GLNG credited to its LNG-in-store; and
- (e) for the purposes only of determining the amount of the New Shipper's unfilled Storage Capacity, such amount of LNG shall be deemed to be part of the New Shipper's LNG-in-store, whether or not the New Shipper has made payment under paragraph (a).

1.5.3 If:

- (a) a New Shipper's LNG-in-store is less than its Minimum Inventory on any day, other than as a result of Force Majeure affecting the New Shipper or a breach by GLNG of its obligations under the New Shipper's Services Agreement, and
- (b) notwithstanding the taking by GLNG of such reasonable measures as are reasonably and readily available to it, the temperature of any LNG storage tank or LNG unloading line at the Terminal is not maintained on that day at a level permitting continued and uninterrupted LNG storage operations, the New Shipper shall indemnify GLNG from and against all loss, damage, costs and expenses incurred by GLNG as a result of the temperature of such tank not being so maintained, including in respect of any damage to the tank, any inspection required of the tank, and the period for which the tank is not available for normal operations (including loss of revenue or liability to Terminal Shippers in respect of reduced Shipper Services during such period).

1.5.4 For the purposes of this Section C1.5, if the New Shipper and one or more other Terminal Shippers had LNG-in-store less than their respective Minimum Inventories and as a result indemnified GLNG under Section C1.5.2(a) and/or 1.5.3, the respective entitlement to a credit to LNG-in-store on account of LNG acquired by GLNG shall be ascertained pro rata to the amounts paid to GLNG pursuant to Sections C1.5.2(a) and C1.5.3.

1.6 Additional Storage Capacity

- 1.6.1 Upon the application of a New Shipper, GLNG may (where it determines that to do so will not adversely affect its ability to comply at the relevant times with its obligations under its Services Agreements with Terminal Shippers and in accordance with applicable Legal Requirements), but is not obliged to, allocate to the New Shipper additional Storage Capacity to be held by the New Shipper for a specified Day or Days.
- 1.6.2 Where GLNG allocates additional Storage Capacity for a Day to a New Shipper, the amount of Storage Capacity held by that New Shipper for that Day shall be increased by the amount of the additional Storage Capacity so allocated and the New Shipper shall be liable for charges in respect of the additional Storage Capacity allocated to it in accordance with Section A2.3.3.
- 1.6.3 Unless GLNG has otherwise agreed in writing with the New Shipper, GLNG may reduce (in whole or part) an allocation of additional Storage Capacity for a Day, with effect from any time on that Day, by giving to the New Shipper notice (**storage interruption notice**) of such reduction.

- 1.6.4 A storage interruption notice shall specify:
- (a) the time with effect from which the reduction of additional Storage Capacity is to take effect, which shall be not less than sixty (60) minutes (or any other period agreed in writing between GLNG and the New Shipper) after the time at which the notice is given; and
 - (b) the amount of the reduction, either as an amount (not exceeding the amount of additional Storage Capacity held at the time by the New Shipper) in m³ or as a percentage reduction (between zero per cent (0%) and one hundred per cent (100%)), provided that in any Day the amount of the reduction cannot exceed the New Shipper's Delivery Capacity for that Day.
- 1.6.5 The amount of Storage Capacity held by the New Shipper shall be reduced in accordance with any storage interruption notice.
- 1.6.6 Where GLNG gives any storage interruption notice effective after the start of the Day, GLNG may elect (irrespective of whether the New Shipper has nominated the Delivery of gas in any quantity on that Day) to Deliver gas to the New Shipper of an amount up to the amount of LNG-in-store held by the New Shipper that Day comprising that part of the additional Storage Capacity.
- 1.6.7 The New Shipper shall be liable for charges in respect of the additional Storage Capacity allocated to it in accordance with Section A2.3.3.

2 Delivery of Gas to the Gas Transportation System

2.1 Connection to the Gas Transportation System

- 2.1.1 The Terminal is connected to the Gas Transportation System at:
- (a) NTS System Entry Points; and
 - (b) LDZ System Entry Points.
- 2.1.2 GLNG is party to the Network Entry Agreements with the relevant Gas Transporter in relation to the System Entry Points at which the Terminal is connected to the Gas Transportation System.
- 2.1.3 Each New Shipper acknowledges that a copy of the Network Entry Provisions in each of the Network Entry Agreements has been made available to it and confirms that it is aware of the Network Entry Provisions.
- 2.1.4 Each New Shipper acknowledges that the Network Entry Agreements may be amended by agreement between the relevant Gas Transporter and GLNG.
- 2.1.5 GLNG will not agree to an amendment of the Network Entry Provisions other than:
- (a) an amendment required to enable GLNG or the relevant Gas Transporter to comply with any Legal Requirement;

- (b) an amendment required to ensure that the Network Entry Provisions are consistent with the Uniform Network Code or this New Shipper Access Code; and
 - (c) an amendment to which each Terminal Shipper has consented (such consent not unreasonably to be withheld).
- 2.1.6 If the Network Entry Provisions are amended other than in accordance with Section C2.1.5, the Services Agreement for each relevant Terminal Shipper shall take effect as if such amendment had not been made to the Network Entry Provisions.
- 2.1.7 GLNG shall provide each Terminal Shipper with a copy of the revised Network Entry Provisions as soon as reasonably practicable following execution of any amendment of the Network Entry Agreement(s).
- 2.1.8 Without prejudice to Section C9, GLNG shall not be liable for any breach of a Terminal Shipper's Services Agreement to the extent such breach results from GLNG acting in compliance with the provisions of the Network Entry Agreement(s) or with any instruction or other notification given by the relevant Gas Transporter pursuant to any provision thereof.

2.2 Gas Delivery Points

- 2.2.1 All gas at the Terminal including LNG Boil-Off and gases required for the sole purpose of ensuring that LNG Boil-Off complies with the applicable Gas Entry Conditions, shall be Delivered by GLNG to Terminal Shippers during any Day at one or more of the Gas Delivery Points (at GLNG's discretion).
- 2.2.2 Notwithstanding Section C2.2.1, GLNG shall use reasonable endeavours (but taking into account prevailing technical and operational limitations, and subject as GLNG may otherwise agree in writing with any New Shipper) to maximise use of the LDZ System Entry Point.
- 2.2.3 For the avoidance of doubt:
 - (a) LNG unloaded by a New Shipper (title to which passes to GLNG in accordance with Section B6) will or may be mixed in LNG storage tanks with LNG unloaded by other Terminal Shippers;
 - (b) gas Delivered to a New Shipper will or may be delivered in a commingled stream; and
 - (c) GLNG may Deliver gas pursuant to a Delivery Nomination at the LDZ System Entry Point(s) and/or the NTS System Entry Point(s), which (unless otherwise agreed in writing between GLNG and a New Shipper) collectively form the Gas Delivery Point; and the quantity of gas Delivered by GLNG will (except to the extent so agreed) be the aggregate of the quantities so Delivered. A New Shipper is not entitled to require that gas be Delivered in particular quantities or proportions as between the LDZ System Entry Point(s) and the NTS System Entry Point(s).

2.3 Delivery Responsibility

2.3.1 In respect of the Delivery of gas to any System Entry Point, it is the responsibility of each New Shipper to ensure that it (or any person to whom it transfers title to gas at the System Entry Point):

- (a) holds a shipper's licence under section 7A(2) of the Gas Act 1986;
- (b) is a User (which, for the purposes of this Section C2.3 only is as defined under the Uniform Network Code) entitled to deliver gas to the Gas Transportation System;
- (c) holds System Entry Capacity at the System Entry Point(s) entitling it to deliver gas to the Gas Transportation System at times and in quantities and otherwise in accordance with the New Shipper's Services Agreement.

2.3.2 Each New Shipper acknowledges and agrees that GLNG:

- (a) shall have no responsibility or obligation as to the matters set out in Section C2.3.1;
- (b) shall not be concerned with any question as to whether the New Shipper has complied with the requirements of Section C2.3.1; and
- (c) may Deliver gas to the New Shipper in accordance with this New Shipper Access Code at the System Entry Points without regard to any such question, and the New Shipper further agrees to indemnify and hold harmless GLNG against any losses, costs or expenses incurred by GLNG caused by or arising from the New Shipper's failure to comply with its obligations under Section C2.3.1 above.

2.4 Alternative Delivery Points

Nothing in this New Shipper Access Code shall restrict GLNG from agreeing with any New Shipper an alternative location not being a System Entry Point for Delivery of gas.

3 Shrinkage

3.1 Shrinkage

3.1.1 For the purposes hereof **Shrinkage** means:

- (a) quantities of gas (**Fuel Shrinkage**) used in the operation of the Terminal (including fuel for regasification of LNG), and
- (b) quantities of gas lost or unaccounted for in the Terminal including as a result of measurement error, but, for the avoidance of doubt, does not include LNG Boil-Off.

3.1.2 GLNG shall be entitled without charge (but without prejudice to Section C3.4.2) to Shrinkage, and accordingly each New Shipper's LNG-in-store shall be reduced in respect of Shrinkage as provided herein.

3.2 Daily Shrinkage Factor

- 3.2.1 GLNG will from time to time (such frequency to be at the discretion of GLNG acting as a Reasonable and Prudent Operator but in any event no less frequently than every three (3) months) estimate the average daily amount of Shrinkage, and determine and notify to Terminal Shippers a Daily Shrinkage Factor to apply until a revised such factor is notified.
- 3.2.2 The Daily Shrinkage Factor shall represent GLNG's good faith estimate of the average daily amount of Shrinkage expressed as a fraction of the Aggregate Delivered Quantity.
- 3.2.3 For the purposes of Sections C3.2.1 and C3.2.2, GLNG will from time to time:
- (a) assess (on the basis of liquid volumes converted into energy in accordance with a reasonable and appropriate methodology established by GLNG) the aggregate quantity of LNG (in GWh) in the Terminal;
 - (b) determine whether, and if so by what amount (in GWh), the aggregate quantity of LNG in the Terminal exceeds or is less than the LNG-in-store at the time (the **Shrinkage Adjustment Quantity**);
 - (c) if there is a Shrinkage Adjustment Quantity, GLNG shall:
 - (i) adjust the Daily Shrinkage Factor so as to correct (in GLNG's good faith estimation) any under- or over-recovery (not already corrected) of Shrinkage by the application of Daily Shrinkage Factors in preceding periods, and to reflect any correction made (in respect of quantities of LNG unloaded or quantities of gas Delivered) following the identification of any meter or measurement error or inaccuracy in accordance with Section B8 or Section C11; and/or
 - (ii) allocate the Shrinkage Adjustment Quantity amongst Terminal Shippers on a pro-rata basis by considering the aggregate quantity of gas Delivered to each Terminal Shipper during the period since the last shrinkage adjustment was made and each Terminal Shipper's Inventory shall be so adjusted.
- 3.2.4 Where Section C3.2.3(c) applies in the case of a Package Shipper, the Shrinkage Adjustment Quantity shall be credited or debited to that Package Shipper's Inventory to be made good during the Package Service Period of that Package Shipper's next Package, and the Package Shipper shall not be liable for Overrun Charges under Section C7 in respect of the amount of such Shrinkage Adjustment Quantity allocated to that Package Shipper.
- 3.2.5 The Daily Shrinkage Factor from time to time determined by GLNG shall be binding on Terminal Shippers and provided GLNG has acted in good faith in its determination thereof, a Terminal Shippers may not dispute or challenge such Daily Shrinkage Factor so determined.

3.3 Daily Shrinkage Allocation

For each New Shipper, for each Day, the Daily Shrinkage Allocation for the purposes of Section C1.3.1 shall be determined as the New Shipper's Delivered Quantity (in GWh) for that Day multiplied by the prevailing Daily Shrinkage Factor notified by GLNG.

3.4 Financial adjustment for Fuel Shrinkage and Carbon Reduction

3.4.1 At the end of each Gas Year, GLNG will:

- (a) determine the aggregate amount of Fuel Shrinkage for all relevant Days in that Gas Year; and
- (b) determine the Average Fuel Shrinkage Factor for that Gas Year, being the amount of Fuel Shrinkage determined under paragraph (a) divided by the aggregate of the Aggregate Delivered Quantity for all relevant Days in that Gas Year;

where a **relevant** Day is a Day for which the Aggregate Delivered Quantity in excess of the Minimum Delivery Quantity is not less than ten (10) GWh.

3.4.2 If for a Gas Year the Average Fuel Shrinkage Factor:

- (a) is less than the Target Fuel Shrinkage Factor, each New Shipper shall pay to GLNG, or
- (b) is greater than the Target Fuel Shrinkage Factor, GLNG shall pay to each New Shipper an amount calculated as:

$$|(AFSF - TFSF)| * [(ASDQ * GP) + (ASDQ * CCF * CP * 0.5)]$$

where:

AFSF is the Average Fuel Shrinkage Factor for that Gas Year;

TFSF is the Target Fuel Shrinkage Factor, which is zero decimal zero one four nine (0.0149);

ASDQ is the aggregate of the New Shipper's Delivered Quantities for each Day in the Gas Year;

GP is the Reference Gas Price for all Days in that Gas Year;

CCF is the Carbon Conversion Factor; and

CP is the Reference Carbon Price for all Days in that Gas Year.

4 Nominations for Delivery

4.1 Delivery Nominations

- 4.1.1 The New Shipper may nominate gas for Delivery from the Terminal on any Day by submitting a Delivery Nomination to GLNG in accordance with the requirements of this Section C4.1.
- 4.1.2 A Package Shipper may only nominate gas for Delivery from the Terminal on a Day falling within a Package Service Period and, at all other times, except to the extent the Package Shipper has acquired additional Delivery Capacity from GLNG or pursuant to a Capacity Transfer, the Package Shipper shall have no entitlement to nominate gas for Delivery from the Terminal.
- 4.1.3 A Delivery Nomination shall specify:
- (a) the identity of the New Shipper;
 - (b) the Day to which it relates;
 - (c) the quantity (**nomination quantity**, in GWh) of gas to be Delivered on the Day.
- 4.1.4 An initial Delivery Nomination shall be submitted by (and may be revised at any time until) 15:00 hours on the preceding Day (the **initial nomination deadline**).
- 4.1.5 In relation to a Delivery Nomination and in respect of an hour (h), the **Change in Rate of Delivery** (RC) is the amount in GWh per hour determined as follows:

$$RC = HNR_h - EDR_{h-1}$$

where:

HNR_h is the hourly nomination rate of the Delivery Nomination calculated as the nomination quantity divided by the number of hours from the effective time of the Delivery Nomination to the end of the Day; and

EDR_{h-1} is the Effective Delivery Rate (under the then prevailing Delivery Nomination) for the hour preceding hour h (including, where h is the first hour of the Day, the Effective Delivery Rate under the prevailing Delivery Nomination for the last hour of the preceding Day).

- 4.1.6 Subject to Section C4.1.8, after the initial nomination deadline (but not later than 02:00 hours on the Day to which it relates) a New Shipper may revise a Delivery Nomination by submitting a Renomination, which shall specify:
- (a) the Day from which it is to be effective, in accordance with Section C4.1.8(a);
 - (b) the revised nomination quantity; and
 - (c) the other matters required to be contained in a Delivery Nomination in accordance with Sections C4.1.3(a) and (b).

4.1.7 A **Renomination** is a Delivery Nomination submitted after the initial nomination deadline, either to revise a Delivery Nomination already submitted or as the first Delivery Nomination submitted by the New Shipper for the Day.

4.1.8 Under any Renomination:

- (a) the **Effective Time** of the Renomination shall be the next exact hour falling not less than sixty (60) minutes after the Renomination was submitted;
- (b) subject to Section C4.3.3, the Effective Delivery Rate shall not exceed the Maximum Delivery Rate and shall not be less than zero (0);
- (c) the change in the Change in Rate of Delivery shall comply with Sections C4.1.9 and (including in respect of a New Shipper's Share of Change in Rate) C4.1.6.

4.1.9 GLNG will reject any Renomination if accepting the Renomination would result in the Change in Rate of Delivery (up or down) as defined in clause 4.1.5 being greater than one quarter of the Shipper's Maximum Delivery Rate ("Max RC") during the Hour or Hours (as appropriate) after the Effective Time. However, GLNG shall use reasonable endeavours to accept such Delivery Nomination if operationally feasible.

4.1.10 For the purposes of this Section C4:

- (a) the **Maximum Delivery Rate** for a New Shipper is the rate determined as the New Shipper's Delivery Capacity divided by twenty four (24);
- (b) the **Effective Delivery Rate** under a Delivery Nomination is:
 - (i) in the case of a Delivery Nomination submitted prior to the initial nomination deadline:

$$\text{EDR} = \text{QN} / 24$$

- (ii) in the case of a Renomination where no Delivery Nomination was previously submitted for the Day:

$$\text{EDR} = \text{QN} / \text{H}$$

- (iii) in the case of any other Renomination:

$$\text{EDR}_p + ((\text{QN} - \text{QN}_p) / \text{H})$$

Where:

EDR is the Effective Delivery Rate

QN is the nomination quantity under the Delivery Nomination;

H is the number of hours from the effective time of the Renomination to the end of the Day;

EDR_p is the Effective Delivery Rate under the Delivery Nomination prevailing before a Renomination; and

QN_p is the nomination quantity under the Delivery Nomination prevailing before the Renomination.

- 4.1.11 Where this New Shipper Access Code refers to nomination quantities, the reference is to nomination quantities set out in Delivery Nominations which have been properly submitted in full compliance with the requirements of this Section C4, except to the extent to which GLNG, at its sole discretion, decides to accept a Delivery Nomination which is not so compliant.
- 4.1.12 The New Shipper hereby authorises GLNG to Deliver gas to the New Shipper at the Gas Delivery Point from the Terminal in accordance with the Shipper's Delivery Nominations.
- 4.1.13 GLNG may reject any New Shipper's Renomination for a Day which would reduce the nomination quantity if such reduction would require any delay to or reduction in the rate of unloading of such New Shipper's LNG Tanker on such Day.

4.2 Minimum Delivery Rules

- 4.2.1 The purpose of this Section C4.2 is to provide a fair and equitable methodology for allocation amongst Terminal Shippers of minimum delivery from the Terminal on account of LNG Boil Off (and associated blend gas).
- 4.2.2 For the purposes of this Section C4.2:-
- (a) GLNG shall establish from time to time and notify to Terminal Shippers a **Minimum Delivery Estimate (MDE)**, which shall represent GLNG's best estimate of the minimum daily quantity of gas expected to be Delivered on each Day to reflect LNG Boil-Off together with the amount of gases required for the sole purpose of ensuring that LNG Boil-Off complies with the applicable Gas Entry Conditions, and excluding any and all Additional Minimum Delivery Quantities referred to in Section C4.2.2(d);
 - (b) as at the date of its Terminal User Agreement, each New Shipper shall be apportioned a share of the then prevailing Minimum Delivery Estimate (the **Reference MDE**) which shall be its **Minimum Delivery Share (MDS)**, and both shall be specified in the New Shipper's Terminal User Agreement;
 - (c) GLNG may at its discretion (and acting reasonably) adjust a New Shipper's Minimum Delivery Share to be a greater or smaller apportionment of the Reference MDE where:
 - (i) there is material change in the capacity of the Terminal and/or holdings of capacity in the Terminal; or
 - (ii) on any Day, the New Shipper's Storage Capacity differs from its Initial Storage Capacity (in which case the New Shipper's Minimum Delivery Share shall be adjusted in the same proportion that the change in the New Shipper's Storage Capacity bears to the aggregate Storage Capacity of the Terminal);
 - (d) to reflect the additional LNG Boil-Off associated with any of its activities at the Terminal from time to time, a Terminal Shipper may additionally agree in writing

with GLNG that its Minimum Delivery Share shall be supplemented for one or more Days by an **Additional Minimum Delivery Quantity** (AMDQ);

- (e) at the start of each Day and, where GLNG considers necessary, during the Day, GLNG shall establish an aggregate **Minimum Delivery Forecast** (MDF), (which for the avoidance of doubt may differ from the prevailing Minimum Delivery Estimate and any Reference MDE), comprising:
 - (i) GLNG's reasonable estimate of the latest prevailing Minimum Delivery Estimate for that Day; and
 - (ii) an **Aggregate Additional Minimum Delivery Quantity** (AAMDQ), representing the aggregate of all Additional Minimum Delivery Quantities associated with particular activities and which relevant Terminal Shippers may have agreed to be allocated for that Day in accordance with Section C4.2.2(d); and
- (f) GLNG may at its discretion (and acting reasonably) update the Minimum Delivery Forecast within Day to reflect operational circumstances at the Terminal, which may include adjusting the Minimum Delivery Forecast to reflect any difference between the Aggregate Additional Minimum Delivery Quantity and the actual additional LNG Boil-Off associated with activities of relevant Terminal Shipper(s) at the Terminal.

4.2.3 At the start of each Day, and within Day if required due to a change in Minimum Delivery Forecast, the New Shipper shall be notified by GLNG by way of Operational Notice of its **Provisional Minimum Delivery** (PMD), which shall be determined as follows:

- (a) on any Day during which there are no LNG Tankers unloading at the Terminal, the Provisional Minimum Delivery for each New Shipper shall be the sum of:
 - (i) the New Shipper's share of the prevailing Minimum Delivery Forecast for that Day, which shall be based on the proportion which that New Shippers' Minimum Delivery Share bears to the Reference MDE as set out in the Terminal User Agreement; and
 - (ii) any Additional Minimum Delivery Quantity for that Day, provided that if the Minimum Delivery Forecast is less than Aggregate Additional Minimum Delivery Quantity, then the Base Minimum Delivery Forecast shall be allocated between Terminal Shippers pro rata their respective Additional Minimum Delivery Quantity amounts;
- (b) on any Day during which there is one or more LNG Tankers unloading at the Terminal, then the Provisional Minimum Delivery for each Terminal Shipper shall be determined as follows:
 - (i) for each Unloading Shipper, the Provisional Minimum Delivery shall be the sum of (1) the Minimum Delivery Forecast multiplied by the Unloading Duration for its unloading LNG Tanker and divided by the total Unloading Duration of all unloading LNG Tanker(s) and (2) any relevant Additional Minimum Delivery Quantity for that Day;

- (ii) for each New Shipper which has an Additional Minimum Delivery Quantity for that Day and is not an Unloading Shipper on that Day, the Provisional Minimum Delivery shall be such Additional Minimum Delivery Quantity; and
- (iii) for each of the other Terminal Shippers (being neither an Unloading Shipper nor a Terminal Shipper with an Additional Minimum Delivery Quantity for that Day), the Provisional Minimum Delivery shall be zero, and for the purposes of paragraph (i) above, the period (in a Day) during which an LNG Tanker is unloading shall be determined in accordance to the Terminal Operating Procedures.

4.3 Restrictions on Delivery

- 4.3.1 Notwithstanding the provisions of Section C4.1 above, the New Shipper may not nominate for Delivery on any Day:
 - (a) a quantity of gas which exceeds its Available LNG-in-store on that Day;
 - (b) a quantity of gas which exceeds the New Shipper's Delivery Capacity for that Day;
 - (c) gas at an Effective Delivery Rate in excess of the New Shipper's Maximum Delivery Rate; or
 - (d) gas which requires a change in the Effective Delivery Rate in contravention of Sections C4.1.5 and C4.1.6.
- 4.3.2 If the New Shipper submits a Delivery Nomination for a Nominated Quantity in excess of the New Shipper's Available LNG-in-store, GLNG may at its option:
 - (a) Deliver the Nominated Quantity, in which case the New Shipper shall pay an LNG Overrun Charge in accordance with Section C7.2;
 - (b) Deliver a quantity of gas equal to the New Shipper's Available LNG-in-store at that time; or
 - (c) otherwise, but only if it is impracticable in the circumstances for GLNG to take the steps in paragraphs (a) or (b) of this Section, reject the Delivery Nomination, in which case GLNG shall not be required to Deliver any gas.
- 4.3.3 If the New Shipper submits a Delivery Nomination for a Nominated Quantity in excess of the Delivery Capacity, or under which the Effective Delivery Rate exceeds the Maximum Delivery Rate, or under which the change in the Effective Delivery Rate contravenes Sections C4.1.5 and C4.1.6, GLNG may at its option:
 - (a) Deliver the Nominated Quantity or (as the case may be) Deliver at the Effective Delivery Rate, in which case the New Shipper shall pay a Delivery Overrun Charge in accordance with Section C7.3;
 - (b) Deliver the Nominated Quantity if the change in aggregate Effective Delivery Rate is operationally possible;

- (c) Deliver a quantity of gas equal to the Delivery Capacity or (as the case may be) Deliver at the Maximum Delivery Rate; or
 - (d) otherwise, but only if it is impracticable in the circumstances for GLNG to take the steps in paragraphs (a),(b) or (c) of this Section, reject the Delivery Nomination, in which case GLNG shall not be required to Deliver any gas.
- 4.3.4 GLNG will inform the New Shipper of which course of action (within paragraphs (a), (b) and (c) of Section C4.3.2 or (as the case may be) C4.3.3) has been selected as soon as reasonably practicable after it has decided which such option to select (and for the avoidance of doubt nothing in those Sections prevents the New Shipper from submitting a Renomination which complies with Section C4.3.1).
- 4.3.5 For the avoidance of doubt, if GLNG rejects a Delivery Nomination in accordance with any provision of this Section C4, GLNG shall have no liability to the New Shipper for failure to deliver any or all of the gas specified in the Delivery Nomination.

4.4 **Mandatory Delivery**

- 4.4.1 Subject to Section C4.4.5, where on any Day the New Shipper holds LNG-in-store in an amount greater than its Storage Capacity, GLNG may elect (irrespective of whether the New Shipper has nominated the Delivery of gas in any quantity on that Day) to Deliver gas to the New Shipper in an amount up to the amount of the excess.
- 4.4.2 Where, as of any Day (D), any reduction in the amount of a New Shipper's Storage Capacity will (as a result of the commencement or expiry of a transfer period or otherwise) occur on a future Day (D+n):
- (a) the Shipper must take such steps before Day D+n as will ensure that its LNG-in-store on that Day does not exceed its reduced Storage Capacity;
 - (b) subject to Section C4.4.5, on Day D, GLNG may elect (irrespective of whether the New Shipper has nominated the Delivery of gas in any quantity on that Day) to Deliver gas to the New Shipper in such amount as will ensure that the requirement in Section C4.4.3 is satisfied on Day D+1.
- 4.4.3 The requirement is that, if the New Shipper nominates gas for Delivery each Day from Day D+1 to Day D+n in an amount equal to the Shipper's Delivery Capacity for each such Day, the amount of the New Shipper's LNG-in-store on Day D+n will be equal to its reduced Storage Capacity on that Day.
- 4.4.4 GLNG may determine any election under Section C4.4.2(b) by reference to the circumstances prevailing, and in particular Capacity Transfers notified to GLNG, at the commencement of Day D.
- 4.4.5 GLNG will only elect to Deliver gas to the New Shipper under Section C4.4.1 or C4.4.2(b) if, in GLNG's reasonable opinion, GLNG's ability to comply with its obligations to Terminal Shippers in respect of the unloading and storage of LNG on any day is likely to be adversely affected by the New Shipper's LNG-in-store exceeding its Storage Capacity, and in respect thereof GLNG will, where reasonably practicable, consult with the New Shipper.

- 4.4.6 Where GLNG makes an election under Section C4.4.1 or C4.4.2(b) to Deliver gas on any Day:
- (a) the New Shipper shall be deemed to have made a Delivery Nomination in respect of the quantity of gas so Delivered by GLNG; and
 - (b) GLNG will endeavour to inform the New Shipper of its election and the quantity of gas to be Delivered before or as early as reasonably practicable on the Day;
 - (c) the New Shipper be liable for any Delivery Overrun Charge which may be payable by reference to such deemed Delivery Nomination.

4.5 Additional Delivery Capacity

- 4.5.1 Upon the application of a New Shipper, GLNG may (where it determines that to do so will not adversely affect its ability to comply at the relevant times with its obligations under Services Agreements to Terminal Shippers and in accordance with legal requirements) but is not obliged to allocate to the New Shipper additional Delivery Capacity to be held by the New Shipper for a specified Day or Days.
- 4.5.2 Where GLNG allocates additional Delivery Capacity for a Day to a New Shipper, the amount of Delivery Capacity held by that New Shipper for that Day shall be increased by the amount of the additional Delivery Capacity so allocated.
- 4.5.3 Without limitation, an allocation under Section C4.5.1 of additional Delivery Capacity for a Day may be made after the initial nomination time.
- 4.5.4 Unless GLNG has otherwise agreed in writing with the New Shipper, GLNG may reduce (in whole or part) an allocation of additional Delivery Capacity for a Day, with effect from any time on that Day, by giving to the New Shipper (or to Terminal Shippers generally) notice (**interruption notice**) of such reduction.
- 4.5.5 An interruption notice shall specify:
- (a) the time with effect from which the reduction of additional Delivery Capacity is to take effect, which shall be not less than thirty (30) minutes (or any other period agreed in writing between GLNG and the New Shipper) after the time at which the notice is given; and
 - (b) the amount of the reduction of additional Delivery Capacity, either as an amount (not exceeding the amount of additional Delivery Capacity held at the time by the New Shipper) in GWh per hour or as a percentage reduction (between zero per cent (0%) and one hundred per cent (100%)).
- 4.5.6 The amount of additional Delivery Capacity held by the New Shipper shall be reduced in accordance with any interruption notice.
- 4.5.7 Where GLNG gives any interruption notice effective after the start of the Day:
- (a) the New Shipper's Maximum Delivery Rate at any time during the Day shall be determined in accordance with Section C4.1.10(a) by reference to the amount of the Shipper's Delivery Capacity determined (taking into account interruption notices then effective) at that time in accordance with Section C4.5.2; and

- (b) the amount of the New Shipper's Delivery Capacity for the Day as a whole shall be determined by integrating the Maximum Delivery Rates determined under paragraph (a) with respect to time over the whole of the Day.
- 4.5.8 The New Shipper shall be liable for charges in respect of the additional Delivery Capacity allocated to it (the amount of such Delivery Capacity being calculated in accordance with Sections C4.5.6 and C4.5.7) in accordance with Section A2.3.3.
- 4.5.9 Where GLNG allocates additional Delivery Capacity for a Day to a New Shipper, the amount (if any) for which GLNG shall be liable to the New Shipper in respect of a shortfall in Delivery shall be determined in accordance with Section C8, save that the amount of the New Shipper's Delivery Capacity for the purposes of the calculation in Section C8.1.4 shall exclude the amount of such additional Delivery Capacity allocated to the Shipper.

5 Delivery of gas

5.1 Delivery obligation

- 5.1.1 Subject to the provisions of the New Shipper's Services Agreement, on each Day GLNG will Deliver or make available for Delivery to each New Shipper the Nominated Quantity of gas subject to and in accordance with Section C5.2.
- 5.1.2 GLNG will be considered to have complied with its obligation under Section C5.1.1 to Deliver or make available for Delivery gas notwithstanding that a New Shipper may be unable to take Delivery of such gas as a result of any constraint or limitation on the flow of gas in the Gas Transportation System away from the Gas Delivery Point.
- 5.1.3 If for any reason a New Shipper is unable to take Delivery of LNG Boil-Off, it is acknowledged that GLNG may (for reasons of safety) need to take measures to vent or otherwise dispose of such gas, and in such case quantities of gas so disposed of will be treated as having been Delivered to the New Shipper.

5.2 Allocation of actual Deliveries

- 5.2.1 In respect of any Day, the quantity of gas Delivered to each Terminal Shipper shall be determined by allocating the Aggregate Delivered Quantity to the Terminal Shippers who have a Nominated Quantity on that Day greater than or equal to their respective Provisional Minimum Delivery (each an "**Over Nominating Shipper**") and Terminal Shippers who have a Nominated Quantity on that Day less than their respective Provisional Minimum Delivery (each an "**Under Nominating Shipper**") in accordance with the procedure and order set out in Sections C5.2.2 and C5.2.3 below.
- 5.2.2 Where the Aggregate Delivered Quantity exceeds the Minimum Delivery Quantity, the excess (referred to in Section C5.2.3 as the "**Balancing Delivered Quantity**") shall be allocated:
- (a) among any Over Nominating Shippers pro rata to their Nominated Quantities; or
- (b) if there are no Over Nominating Shippers, between the Terminal Shippers pro rata to their respective Provisional Minimum Deliveries.

- 5.2.3 The Minimum Delivery Quantity shall be allocated to the Terminal Shippers in accordance with the following procedures and order until the entire amount of the Minimum Delivery Quantity has been allocated:
- (a) firstly, where the Balancing Delivered Quantity (if any) is less than the aggregate Nominated Quantities of Over Nominating Shippers (the difference between such aggregate Nominated Quantities and the Balancing Delivered Quantity being in this Section C5.2.3 the "**Underdelivery**") then the amount of Minimum Delivery Quantity up to but not exceeding the Underdelivery shall be allocated among the Over Nominating Shippers pro rata to their Nominated Quantities;
 - (b) secondly the remaining amount of Minimum Delivery Quantity not yet allocated under the foregoing procedure in this Section C5.2.3 (if any) shall be in this Section C5.2.3 the "**First Remainder**" and a portion of such First Remainder up to but not exceeding the aggregate Nominated Quantities of Under Nominating Shippers shall be allocated among the Under Nominating Shippers pro rata to their Nominated Quantities (each such allocation to a Under Nominating Shipper being in this Section C5.2.3 its "**First Allocation**");
 - (c) thirdly the remaining amount of Minimum Delivery Quantity not yet allocated under the foregoing procedures in this Section C5.2.3 (if any) shall be in this Section C5.2.3 the "**Second Remainder**", and shall be allocated as follows:
 - (i) where the aggregate Nominated Quantities of all Terminal Shippers is greater than or equal to the Minimum Delivery Quantity, the Second Remainder shall be allocated among the Over Nominating Shippers (if any) pro rata to their Nominated Quantities; or
 - (ii) where the aggregate Nominated Quantities of all Terminal Shippers is less than the Minimum Delivery Quantity, or where there are no Over Nominating Shippers, an amount shall be allocated to each Under Nominating Shipper equal to the greater of:-
 - (aa) zero, and
 - (bb) that Under Nominating Shipper's Provisional Minimum Delivery or, if lower, its pro rata share of the First Remainder (if any), less its First Allocation; and
 - (d) finally, to the extent that any amount of the Minimum Delivery Quantity remains unallocated after the application of preceding paragraphs of this Section C5.2.3, such amount shall be allocated to:
 - (i) the Over Nominating Shippers pro rata to their Nominated Quantities; or
 - (ii) if there are no Over Nominating Shippers, to all Terminal Shippers pro rata their respective Provisional Minimum Deliveries.
- 5.2.4 On any Day, the **Minimum Delivery** for each New Shipper shall be determined as the amount (if any) of the Minimum Delivery Quantity allocated to the New Shipper pursuant to Section C5.2.3 (excluding any amount allocated pursuant to Section C5.2.3(a) or Section C5.2.3(d)(i)). Where the New Shipper's Nominated Quantity for the Day is less than the New Shipper's Minimum Delivery, the New Shipper's Delivery

Nomination on that Day shall be deemed to have been adjusted such that the New Shipper is deemed to have nominated an amount of gas for Delivery equal to the Minimum Delivery.

5.3 Operation of the Terminal

- 5.3.1 GLNG shall be entitled, in operating the Terminal, to act in compliance with, and with any restrictions or procedures established by, or required by the relevant Gas Transporter pursuant to, the Network Entry Agreement(s) and (in accordance with Section C2.1.7) GLNG shall not be liable to any New Shipper for a failure to Deliver gas which results from GLNG so acting.
- 5.3.2 Each New Shipper acknowledges that:
- (a) changes in the rate of delivery of gas from the Terminal are not instantaneous;
 - (b) accordingly, in order to deliver gas in the amount of New Shipper's nomination quantities, GLNG may deliver gas at rates which differ from aggregate Effective Delivery Rates, or may commence a change in the rate of delivery of gas at times which differ from the Effective Times of Delivery Nominations; and
 - (c) as a consequence, the ability of GLNG to deliver gas in compliance with subsequent Renominations may be restricted, and GLNG shall not be liable to any New Shipper for any failure to perform arising from any such restriction referred to in paragraph (c).

5.4 Minimum Operational Delivery

- 5.4.1 For the purposes hereof the **Minimum Operational Delivery Rate** in relation to a Day is the rate reasonably determined and notified to Terminal Shippers by GLNG from time to time to be the minimum hourly rate at which it is operationally feasible for LNG to be regasified and delivered to the Gas Delivery Points or any of them.
- 5.4.2 If the aggregate of the Effective Delivery Rates under all Terminal Shippers' Delivery Nominations is less than the Minimum Operational Delivery Rate:
- (a) GLNG may (by arrangement with the relevant Gas Transporter) Deliver the nomination quantities by delivering gas to the Gas Transportation System on the basis of an uneven daily profile (that is, at the Minimum Operational Delivery Rate but during a part only of the Day);
 - (b) as a result, a New Shipper may have gas Delivered to it (prior to the end of the Day) at a rate greater than the Effective Delivery Rate under its Delivery Nomination; and
 - (c) the right of the New Shipper to reduce the quantity of gas to be Delivered to it during that Day, by making a Renomination, shall accordingly be limited by the amount of gas by then already Delivered to it (and the New Shipper's Nominated Quantity shall be determined taking account of such limitation).

5.5 Title and Risk

Except as may be provided in Section C5.7, title and risk to the gas Delivered by GLNG to the New Shipper shall pass to the New Shipper at the Gas Delivery Point, and shall be considered to pass at the point in time instantaneously before title and risk to such gas pass to the relevant Gas Transporter under the Uniform Network Code.

5.6 Title

5.6.1 GLNG warrants to the New Shipper that GLNG will have title at the Gas Delivery Point to the gas Delivered and that such gas will be free of any lien, charge, encumbrance or adverse claim.

5.6.2 GLNG shall indemnify the New Shipper against any loss, liability, damage or claim incurred by or made against the New Shipper in consequence of any breach by GLNG of the warranty in Section C5.6.1.

5.7 Alternative title arrangements

5.7.1 This Section C5.7 shall apply where the New Shipper shall have agreed with GLNG in its Terminal User Agreement that title to LNG unloaded by the New Shipper shall not pass to GLNG.

5.7.2 The Parties acknowledge and agree that:-

- (a) with respect to all gas Delivered by GLNG to each Co-Owning New Shipper, such gas shall be deemed to be Delivered out of that Co-Owning New Shipper's Specified Share, and GLNG's warranty contained in Section C5.6.1 shall not apply; and
- (b) with respect to all gas Delivered by GLNG to other Terminal Shippers, such gas shall be deemed to be Delivered out of GLNG's Specified Share.

6 Allocation

6.1 Aggregate Delivered Quantity

The aggregate quantity of gas Delivered by GLNG to all Terminal Shippers on each Day shall be determined in accordance with Section C11 (and, for the avoidance of doubt, unless otherwise notified by GLNG, shall be the same as the Entry Point Daily Quantity Delivered under section E1.4 of the Uniform Network Code for the System Entry Points).

6.2 Delivery Statements

6.2.1 The quantity of gas Delivered to each New Shipper on each Day shall be the aggregate quantity of gas allocated to such New Shipper in respect of such Day pursuant to Section C4.2.

6.2.2 GLNG shall, by the fifth (5th) day after the Day, deliver to the New Shipper a statement (**Allocation Statement**), which may be delivered as an Operational Notice, setting out:

- (a) the Aggregate Delivered Quantity;

- (b) the New Shipper's Daily Shrinkage Allocation; and
- (c) the Delivered Quantity for the New Shipper.

6.2.3 If any New Shipper requires, GLNG will deliver a copy of the Allocation Statement to any agent appointed by that New Shipper (or by a person to which it transfers title to gas at the Gas Delivery Point) in connection with claims validation or allocation in relation to gas delivered to the relevant Gas Transporter at the Gas Delivery Point, provided that GLNG shall be entitled to require from any such agent a waiver of liability as a condition of doing so.

7 Overrun Charges

7.1 Storage Overrun Charge

- 7.1.1 Where on any Day, the amount of the New Shipper's LNG-in-store exceeds the New Shipper's Storage Capacity for reasons not attributable to a default on the part of GLNG), the New Shipper shall pay a charge to GLNG (the **Storage Overrun Charge**) determined in accordance with Section C7.1.2.
- 7.1.2 The Storage Overrun Charge shall be calculated in respect of the amount (converted to GWh from m³ by the methodology referred to in Section C1.3.2(b), in reverse) by which the New Shipper's LNG-in-store exceeds the New Shipper's Storage Capacity, multiplied by one hundred and twenty per cent (120%) of the Adjusted Prevailing Daily Rate of the Annual Capacity Charge payable by the New Shipper.
- 7.1.3 A Storage Overrun Charge shall not be payable by a Package Shipper in the circumstances set out in Section C3.2.4.

7.2 LNG Overrun Charge

- 7.2.1 Where on any Day, as a result of a Capacity Transfer and/or the submission (or deemed submission) of a Delivery Nomination and/or a withdrawal of LNG-in-store by way of an Ancillary Service by the New Shipper:
 - (a) the Delivered Quantity exceeds the New Shipper's Available LNG-in-store;
 - (b) the transferred LNG-in-store under a Capacity Transfer for which the New Shipper is the transferor exceeds the New Shipper's Available LNG-in-store; and/or
 - (c) the amount of LNG withdrawn exceeds that New Shipper's Available LNG-in-store, the New Shipper shall pay to GLNG a charge (the **LNG Overrun Charge**) determined in accordance with Section C7.2.2.
- 7.2.2 The LNG Overrun Charge shall be calculated in respect of the amount (the **LNG overrun**, in GWh) by which the Delivered Quantity or transferred LNG-in-store or withdrawn LNG exceeds the New Shipper's Available LNG-in-store, at a rate of one hundred per cent (100%) of the System Marginal Buy Price for the Day on which the LNG overrun occurred.

- 7.2.3 For the purposes of Section C7.2.2 only, the New Shipper's LNG-in-store on the Day (after taking account of the Capacity Transfer and/or Delivered Quantity and/or the amount withdrawn by the New Shipper referred to in Section C7.2.1) shall be deemed to be equal to the Minimum Inventory for the New Shipper.
- 7.2.4 An LNG Overrun Charge shall not be payable by a Package Shipper in the circumstances set out in Section C3.2.4.
- 7.2.5 For the avoidance of doubt, nothing in this Section C7.2 shall require GLNG to purchase or otherwise acquire LNG to make up the amount of LNG overrun, and Section C1.5 shall apply where a New Shipper's LNG-in-store falls below the Minimum Inventory.

7.3 Delivery Overrun Charge

- 7.3.1 Where on any Day, as a result of the submission of a Delivery Nomination, the Effective Delivery Rate exceeds the Maximum Delivery Rate, unless authorised by GLNG, the New Shipper shall pay a charge (the **Delivery Overrun Charge**) to GLNG determined in accordance with Section C7.3.2.
- 7.3.2 The Delivery Overrun Charge shall be calculated in respect of an amount determined by integrating with respect to time the amount (in GWh/hour) by which, over the Day, the Effective Delivery Rate exceeds the Maximum Delivery Rate, multiplied by one hundred and twenty per cent (120%) of the Adjusted Prevailing Daily Rate of the Annual Capacity Charge payable by the New Shipper.
- 7.3.3 A Delivery Overrun Charge shall not be payable by a Package Shipper in the circumstances set out in Section C3.2.4.

7.4 Invoicing and Payment

Storage Overrun Charges, LNG Overrun Charges and Delivery Overrun Charges shall be invoiced and are payable monthly in accordance with Section B1 of the New Shipper GTCs.

8 GLNG failure to Deliver

8.1 Failure to perform

- 8.1.1 Subject to Section C8.1.2 and to Section C2 of the New Shipper GTCs, if for any Day for any New Shipper the Delivered Quantity:
- (a) is less than ninety-eight per cent (98%) of the Nominated Quantity, GLNG shall pay to the New Shipper by way of Service Reduction Compensation the amounts determined in accordance with Section C8.1.4;
 - (b) is more than one hundred and two per cent (102%) of the Nominated Quantity, GLNG shall pay to the New Shipper by way of Service Reduction Compensation an amount determined in accordance with Section C8.1.5.
- 8.1.2 Sections C8.1.1(a) and C8.1.4 shall not apply to the extent to which (pursuant to any provision of this New Shipper Access Code) GLNG was not obliged to Deliver gas or make gas available for Delivery, or was not in breach of such obligation, or was relieved of liability in respect of any such breach.

8.1.3 For the avoidance of doubt, in relation to any Day, to the extent to which any amount would be payable by a New Shipper by way of either a Storage Overrun Charge or a Delivery Overrun Charge as a result of the Quantity Delivered being less than ninety-eight per cent (98%) of the Nominated Quantity, or more than one hundred and two per cent (102%) of the Nominated Quantity, the New Shipper shall not be liable for such amount.

8.1.4 For the purposes of Section C8.1.1(a), the amounts payable by GLNG are:-

(a) unless the Day is a Berthing Cancellation Day, an amount by way of rebate in respect of the Annual Capacity Charge, determined as:

$$(\min(\text{ADC}, 0.98 * \text{NQ}) - \text{DQ}) * \text{APDR}$$

(b) an amount determined as:

$$(\min(\text{ADC}, 0.98 * \text{NQ}) - \text{DQ}) * 0.2 * \text{APDR}$$

where:

NQ is the New Shipper's Nominated Quantity for the Day;

DQ is the Delivered Quantity for the Day;

ADC is the amount of the New Shipper's Delivery Capacity held on the Day;

APDR is the **Adjusted Prevailing Daily Rate**, which is:

(a) for a Base Shipper, the Prevailing Daily Rate of the Annual Capacity Charge; and

(b) for a Package Shipper, the Prevailing Daily Rate of the Annual Capacity Charge multiplied by $365/N$, where N is the aggregate number of Days in all Package Service Periods held by that Package Shipper in the year, in each case payable by the New Shipper.

8.1.5 For the purposes of Section C8.1.1(b), the amount payable by GLNG shall be determined as:

$$(\text{DQ} - (1.02 * \text{NQ})) * 0.1 * \text{APDR}$$

where NQ, DQ and APDR have the respective meanings given to them in Section C8.1.4.

8.1.6 If for any Day for any New Shipper, the Delivered Quantity is not less than ninety-eight per cent (98%) and not more than one hundred and two per cent (102%) of the Nominated Quantity, GLNG shall not be considered to be in breach of its obligations as to the Delivery of gas to the New Shipper under this New Shipper Access Code.

8.1.7 If on the last Day of an active Package Service Period for any Package Shipper:

(a) the Delivered Quantity is ninety-five per cent (95%) or more but less than one hundred per cent (100%) of the Nominated Quantity, then GLNG shall allocate

an amount equal to the shortfall by way of credit to the Package Shipper's LNG-in-store for the first Day of its next Package Service Period (a **Package Shipper Inventory Upwards Adjustment**), together also with a corresponding amount of additional Storage and/or Delivery Capacity;

- (b) the Delivered Quantity is less than ninety-five per cent (95%) of the Nominated Quantity, then GLNG shall consult with the Package Shipper and either:-
 - (i) allocate additional Storage and/or Delivery Capacity to the Package Shipper for one or more consecutive Days immediately following expiry of the Package Service Period in the manner described in Section A4.1.9 so as to enable the Package Shipper to reduce its LNG-in-store to zero (0) or, where it has Minimum Inventory, to reduce its Available LNG-in-store to zero (0), in either case as soon as practicable; or
 - (ii) allocate in accordance with (a) above an amount equal to the shortfall by way of credit to the Package Shipper's LNG-in-store for the first Day of its next Package Service Period by way of a Package Inventory Upwards Adjustment together with a corresponding amount of additional Storage and/or Delivery Capacity;
- (c) the Delivered Quantity is more than one hundred per cent (100%) then GLNG shall allocate an amount equal to the surplus by way of debit to the Package Shipper's LNG-in-store for the first Day of its next Package Service Period (a **Package Shipper Inventory Downwards Adjustment**).

8.2 Notification

- 8.2.1 Upon any failure of the delivery facilities of the Terminal (and without prejudice and subject to any Legal Requirement on GLNG including as to prior publication of relevant inside information), GLNG shall (promptly upon such failure occurring) give notice to each Terminal Shipper of such failure, and shall then or as soon as practicable thereafter inform each Shipper of the approximate quantities already Delivered to the New Shipper and of the estimated impact of such failure upon the quantities to be Delivered to the New Shipper on the Day of the failure (but no such notification shall prejudice the question whether such failure is Force Majeure).
- 8.2.2 For the purposes of Section C8.1.4 (where applicable), in respect of the Day or first Day on which such a failure occurred, the Nominated Quantity for each New Shipper shall be determined by reference to the Delivery Nomination in force at the time at which GLNG gave notice to the New Shipper of the failure under Section C8.2.1 and disregarding any subsequent Renomination for an increased nomination quantity.

9 Network Emergency

9.1 Actions by GLNG in case of Network Emergency

- 9.1.1 In the event of a Network Emergency occurring on a Day, GLNG may take steps to increase the flow rates at the Terminal in order to comply with the relevant Gas Transporter's instructions pursuant to the Network Entry Agreements and the Uniform Network Code, notwithstanding the New Shipper's Delivery Nominations in respect of

such Day, and where GLNG takes such steps, the Aggregate Delivered Quantity on such Day shall be apportioned between all Terminal Shippers:

- (a) as to an amount not exceeding the aggregate of all Terminal Shippers' Nominated Quantities, pro rata the Nominated Quantities;
- (b) as to the remaining amount if any, in the proportions in which (after taking account of the allocation under paragraph (a)) they have LNG-in-store on such Day.

9.1.2 GLNG shall, as soon as reasonably practicable following the occurrence of a Network Emergency, notify the New Shipper of the occurrence of the Network Emergency and of the impact of the relevant Gas Transporter's instructions on the New Shipper's Delivery Nominations.

9.2 Consequences of GLNG's actions

9.2.1 In respect of each Day or part of a Day during a Network Emergency, and (in relation to Sections C1.4, C1.5 and C7.2) for such period thereafter as GLNG shall determine as being reasonable in the circumstances, the provisions of Sections C1.4, C1.5, C4.3.1, C7.1, C7.2 and C7.3 in relation to Minimum Inventory, restrictions on Delivery Nominations, Storage Overrun Charges, LNG Overrun Charges and Delivery Overrun Charges shall not apply, and the rules as to unloading and Delivery shall be modified or disapplied to the extent necessary to give effect to this Section C9.

9.2.2 GLNG shall not be liable to the New Shipper in respect of any failure to provide Shipper Services or other breach by GLNG of its obligations under the New Shipper's Services Agreement to the extent such failure or breach results from a Network Emergency or any step which GLNG may be required to take in connection with such emergency.

10 Gas Specification

10.1 Compliance with the Gas Entry Conditions

10.1.1 Gas made available by GLNG for Delivery at the Gas Delivery Point will comply with the applicable Gas Entry Conditions.

10.1.2 If GLNG makes available for Delivery gas which does not comply with the applicable Gas Entry Conditions (**non-compliant gas**), the New Shipper may at its option:

- (a) accept or continue to accept Delivery of such non-compliant gas, or
- (b) give notice to GLNG requiring GLNG to discontinue Delivery of such non-compliant gas as soon as safely practicable;

provided that if (pursuant to any provision of the Network Entry Agreements) GLNG acts on any request or instruction by the relevant Gas Transporter to discontinue Delivery of non-compliant gas, the New Shipper shall be deemed to have made a corresponding election under paragraph (b).

10.1.3 To the extent that GLNG Delivers non-compliant gas to a New Shipper, GLNG shall pay to the New Shipper (at such time as the New Shipper actually makes payment

thereof to the relevant Gas Transporter) the amount (if any) for which the New Shipper is liable to the relevant Gas Transporter in respect of such non-compliant gas in accordance with section I3.4 of the Uniform Network Code; and the New Shipper shall have no other claim or remedy against GLNG.

- 10.1.4 To the extent that the New Shipper elects not to accept Delivery, GLNG shall be taken to have failed to deliver for the purposes of Section C8.1.

10.2 Blending

- 10.2.1 New Shippers and GLNG acknowledge that:

- (a) notwithstanding the compliance of LNG unloaded with the Specification, it may be necessary for GLNG to take measures for the purposes of:
- (i) comingling LNG in the Terminal with LNG which GLNG may elect (at its discretion) to introduce into the Terminal; and/or
 - (ii) blending and/or providing the capability to blend regasified LNG with particular gases which may include regasified LNG,

in any such case in order to ensure that gas Delivered to the relevant Gas Delivery Point(s) complies with the applicable Gas Entry Conditions (or to within such safety margin as GLNG may determine acting as a Reasonable and Prudent Operator);

- (b) after consultation with Terminal Shippers, GLNG may (as a partial alternative to taking measures within paragraph (a)), take measures to reduce (or provide the capability to reduce) the quantities of gas in respect of which it is necessary to take measures within paragraph (a) including by increasing the Minimum Delivery Quantity for an appropriate period of time,

(and measures within paragraphs (a) and (b) are referred to as **Blending Measures**).

10.3 Third party operators of blending plant, etc

- 10.3.1 It is acknowledged by New Shippers that Blending Measures taken by GLNG may from time to time comprise the provision and operation by a third party (**third party operator**) of plant and equipment and/or the provision by such a third party operator of services for bringing the quality of commingled LNG (or commingled gas resulting from the regasification thereof) within the Gas Entry Conditions (or such safety margin as GLNG may determine acting as a Reasonable and Prudent Operator).

- 10.3.2 GLNG will inform and provide reasonable details to New Shippers of all such arrangements within Section C10.3.1 with a third party operator, and GLNG will consult with New Shippers before making any material change to existing arrangements.

11 Measurement

11.1 Measurement provisions

- 11.1.1 The gas Delivered in aggregate by GLNG each Day at the Gas Delivery Point will be measured, sampled and analysed, and the quality and quantity of such gas determined, by GLNG and the relevant Gas Transporter in accordance with the Measurement Provisions (including any such provisions for estimation and/or resolution of disputes) contained in the Network Entry Agreements; and GLNG and each New Shipper shall be bound by what is so determined.
- 11.1.2 In relation to each Day, GLNG will notify each New Shipper (including by way of Operational Notice) of the Aggregate Delivered Quantity and other details as soon as reasonably practicable after such information is initially available, and after any revision or correction of such information, in accordance with the Measurement Provisions.
- 11.1.3 Where, in accordance with the provisions (as to measurement error or inaccuracy) of the Measurement Provisions, a retrospective adjustment is to be made in respect of the measurement of the quantities of gas delivered at the Gas Delivery Point:
- (a) the Aggregate Delivered Quantity, and the Delivered Quantity for each New Shipper, for each Day affected by such adjustment shall be adjusted accordingly; and
 - (b) the consequent adjustment shall be made in respect of the New Shipper's LNG-in-store;

provided that to the extent that by reason of such adjustment the New Shipper would be in breach of its obligations in respect of Minimum Inventory or be liable to an LNG Overrun Charge or Storage Overrun Charge, the New Shipper shall, for a period of thirty (30) days after such adjustment was made, be treated as not being in breach thereof or so liable.

11.2 Determinations binding on New Shippers

- 11.2.1 GLNG and each New Shipper shall be bound for the purposes of the New Shipper's Services Agreement by the Measurement Provisions and by the determinations of the quality and quantity of gas delivered made in accordance with the Measurement Provisions.
- 11.2.2 Upon the reasonable request of a New Shipper (such request to indicate the grounds on which it is made) GLNG will exercise such rights as it has pursuant to the Measurement Provisions to call for any inspection, testing, verification or calibration of the meters and other equipment installed pursuant to and for the purposes of the Measurement Provisions, and will (so far as is permitted by the Measurement Provisions) allow such New Shipper's representative to attend and inspect the same.
- 11.2.3 The New Shipper shall bear and reimburse to GLNG the reasonable costs and expenses incurred by GLNG (and, to the extent to which GLNG is required to bear the same, by the relevant Gas Transporter) in connection with any inspection, testing, verification or calibration requested pursuant to Section C11.2.2, unless it is demonstrated (as a result thereof) that the relevant equipment is operating outside the permitted degree of inaccuracy (in accordance with the Measurement Provisions) or otherwise is materially defective in which case the New Shipper's reasonable costs and expenses associated with the attendance and inspection by its representative shall be borne and reimbursed by GLNG.

PART D - GENERAL TERMS**1 Modifications of Terminal Facilities**

- 1.1.1 Subject to Section D1.1.2, GLNG will not, without the consent of the New Shipper for whom such LNG Tanker is approved, modify the Terminal Facilities in a manner which would result in the Terminal Facilities being incompatible with any LNG Tanker which:
- (a) is Approved as at the date on which GLNG gives notice of the modification under Section D1.1.3, and
 - (b) has berthed and unloaded at the Terminal at least once during the period of thirty six (36) months ending on that date.
- 1.1.2 GLNG may modify the Terminal Facilities in order to comply with, or otherwise pursuant to, any change in International Standards or any applicable Legal Requirement (and Section D3.2 shall apply in respect of such modification).
- 1.1.3 GLNG will give to Terminal Shippers as much notice as is reasonably practicable of any modification of the Terminal Facilities, and will provide Terminal Shippers reasonable details of the modification (and such modification shall be carried out as Planned Works in accordance with Section D2), provided that, and subject always to the provisions of Section D1.1.1, GLNG's rights to modify the Terminal Facilities shall not in any way be fettered.
- 1.1.4 Where GLNG expands or adds to the Terminal Facilities:
- (a) nothing in this New Shipper Access Code requires such expansion or addition to be compatible with any Approved LNG Tanker whose Approval was given before such expansion or addition was announced by GLNG, provided that the existing Terminal Facilities remain compatible with such LNG Tanker notwithstanding the expansion or addition;
 - (b) GLNG may carry out such expansion or addition so that only the expanded or additional Terminal Facilities are compatible with certain kinds of LNG Tanker, and only the original Terminal Facilities are compatible with other kinds of LNG Tanker, and references in Section D1.1.1 to Terminal Facilities shall be construed accordingly.

2 Planned Works**2.1 General**

- 2.1.1 Subject as provided in this Section D2, GLNG shall be entitled to withdraw the Terminal or any part thereof from service for the purposes of carrying out any of the following works:
- (a) inspection, repair or maintenance of the Terminal or part thereof; or
 - (b) any modification of the Terminal permitted under Section D1.1.2 or otherwise required pursuant to any Change in Law; or

- (c) any works for expansion of or addition to the Terminal.
- 2.1.2 Without prejudice to Section D2.1.1, as part of Planned Works GLNG shall be entitled to Deliver gas to the New Shipper on any Day (irrespective of whether the New Shipper has nominated the Delivery of gas in any quantity on that Day) in such amount as will enable GLNG to carry out operational tests, provided that such tests do not continue beyond the Permitted Planned Works Days.
- 2.1.3 Where GLNG proposes to carry out works within Section D2.1.1(c), GLNG will consult with Terminal Shippers in relation to such proposal and the likely impact of such works upon the provision of Shipper Services from the Terminal.
- 2.1.4 If there occurs a Change in Law as a result of which GLNG is required to modify the Terminal:
- (a) GLNG shall notify New Shippers of the relevant Change in Law and of the Planned Works which GLNG proposes to undertake, acting as a Reasonable and Prudent Operator, in order to enable it to comply with the Change in Law;
- (b) so far as practicable, GLNG will schedule such Planned Works in accordance with Section D2.2.2; and
- (c) Planned Works carried out for the purposes of such modification shall not be counted towards the Permitted Planned Works Days in determining Compensation; and each New Shipper shall continue to pay the Annual Capacity Charge in respect of its Initial Delivery Capacity notwithstanding any reduction in the New Shipper Services (whether that reduction relates to Storage Capacity, Delivery Capacity and/or one or more Berthing Slots) arising from such Planned Works.
- 2.1.5 Without prejudice to Section D2.1.4(c), where Planned Works to modify the Terminal are required as a result of a Change in Law, GLNG shall have no liability to a New Shipper (whether for Compensation or otherwise) where it withdraws from service the Terminal or any part thereof for the purposes of carrying out Planned Works to the extent the number of days in which such Planned Works are being carried out does not exceed the Permitted Planned Works Days. Where Planned Works being carried out in a relevant year exceeds the number of Permitted Planned Works Days, the provisions of Section C8.1 shall apply to New Shippers using the Unloading Facility in respect of those days exceeding the Permitted Planned Works Days.
- 2.1.6 For Package Shippers, if Planned Works are carried out on any Day during a Package Service Period, then unless the applicable Package Service Period is sufficiently rescheduled to accommodate the Package Shipper's reasonable requests (which GLNG and the Package Shipper shall discuss in good faith), the provisions of Section A4 shall apply to that Package Shipper.
- 2.2 Planned Works Statement**
- 2.2.1 GLNG shall prepare and issue to each Terminal Shipper, not later than 1 October in the preceding year, a statement of Planned Works planned to be carried out in each calendar year.
- 2.2.2 Wherever practicable, GLNG will schedule the Planned Works:

- (a) so as to be carried out between 1 April and 30 September (and so far as practicable, between 1 May and 31 August) in the relevant year, unless GLNG determines that an alternative period would reduce the cost impact of such Planned Works;
 - (b) so as to coincide (as far as practicable) with the carrying out by the relevant Gas Transporter of any planned works on any Gas Transportation System affecting the NTS or LDZ System Entry Points;
 - (c) in the case of Planned Works under Section D2.1.1(b) and/or (c), so as to coincide with the carrying out of any Planned Works under Section D2.1.1(a).
- 2.2.3 Before issuing the Planned Works Statement, GLNG will consult with all and any Terminal Shippers whose Shipper Services are likely to be affected as to the timing of the carrying out of Planned Works, and will endeavour to take such Terminal Shippers' requests as to timing into account in establishing the Planned Works Statement, but (subject to Section D2.1.3) this shall not require GLNG to consult as to the nature of the Planned Works or the duration of the Planned Works Period.
- 2.2.4 Without prejudice to Section C2.2.1 of the New Shipper GTCs (and except as may be required in relation to a Change in Law), GLNG will not revise the Planned Works Statement for a given year after 1 October in the preceding year without the consent of each Terminal Shipper (such consent not to be unreasonably withheld).
- 2.2.5 Without prejudice to Section A4, in planning and carrying out Planned Works GLNG will act as a Reasonable and Prudent Operator and endeavour to minimise the disruption to the Shipper Services and to New Shipper' operations resulting from such Planned Works.
- 2.2.6 Subject always to Sections A4.1 and A4.2 and the payment by GLNG of Compensation where due, nothing in this Section D2.2 shall prevent GLNG from carrying out Planned Works on days not scheduled on the Planned Works Statement.

3 GLNG Activities

Nothing in this New Shipper Access Code shall prevent GLNG from acquiring, holding or disposing of LNG (in storage or otherwise) at the Terminal, unloading LNG from an LNG Tanker at the Terminal, blending gas at the Terminal, delivering gas (to any person) at the NTS System Entry Point(s) or the LDZ System Entry Point(s) and/or acquiring gas at the NBP for delivery to Terminal Shippers, for its own account, for purposes connected with the operation of the Terminal or the performance of its obligations to Terminal Shippers under Shipper Services Agreements or for purposes connected with ensuring maximum utilisation of the Terminal.

4 Cost Recovery

4.1 Introduction

- 4.1.1 This Section D4 provides for the basis on which GLNG shall be entitled to recover from New Shippers certain costs incurred by GLNG in relation to or in consequence of the operation of the Terminal and/or provision of New Shipper Services which are not

otherwise recoverable by way of Annual Capacity Charges or pursuant to any other provision of this New Shipper Access Code or the Existing Phase Shipper TCs.

- 4.1.2 This Section D4 shall be without prejudice to the operation of Section A5.3 and the adjustment of Annual Capacity Charges as a result of a Change in Law, but nothing in this Section D4 or Section A5.3 shall entitle GLNG to double recovery of any cost incurred.

4.2 **Basis of Cost Recovery**

- 4.2.1 The costs which are recoverable by GLNG pursuant to this Section D4 in each month will be determined, and allocated between and recoverable from New Shippers, in accordance with this Section D4 and the New Shipper Cost Allocation Principles (and pursuant to Section B2.2 of the New Shipper GTCs), and such determinations and allocations shall be binding on New Shippers.
- 4.2.2 The extent of the costs set out in Sections D4.3 to D4.5 (inclusive) recoverable by GLNG are those actual and verifiable costs incurred (or which would have been incurred) by GLNG acting as a Reasonable and Prudent Operator, and for such purpose GLNG shall submit to New Shippers third party invoices and/or other documentary support (and where commercially sensitive subject to appropriate redaction).
- 4.2.3 Without limiting Section C4.2.2, when incurring external costs pursuant to the procurement of goods and/or services from third parties, GLNG shall use reasonable endeavours to obtain a price in accordance with prevailing market conditions at the time the contract to obtain such goods and/or services is entered into, having regard to all other relevant terms (and shall, where all such relevant factors other than price are equal, select goods and/or services at the lowest available price). For the avoidance of doubt, GLNG shall not be required to terminate prematurely any contract for the provision of goods and/or services once entered into by it.
- 4.2.4 In relation to each Month:
- (a) each New Shipper shall be liable for the sum of the amounts allocated to that New Shipper in accordance with Section D4.2.1;
 - (b) as soon as practicable following such Month, GLNG will determine and notify to each New Shipper the amount of the costs referred to in Section D4.2.1 and the amount payable by the New Shipper under paragraph (a);
 - (c) such amounts shall be invoiced and payable monthly in accordance with Section B1 of the New Shipper GTCs.
- 4.2.5 In relation to any Month, where the amount of the costs referred to in this Section D4 cannot be determined promptly after the end of such Month, GLNG may elect to determine, notify and invoice amounts under Section D4.2.4(c) on an estimated basis, and submit provisional invoices in respect thereof, in which case it shall submit a final notification and adjustment invoice when it has accurately determined the amount of such costs.

4.3 **Electric Power and Water**

GLNG shall be entitled to recover from New Shippers (in accordance with Section D4.2) costs incurred by GLNG in respect of the provision of electric power and water for consumption at the Terminal (other than where used as a substitute for shrinkage and those costs attributable to any Ancillary Services). Such costs may include the costs of provision of electric power from on-site generating facilities either to supplement or to replace grid supplies.

4.4 Relevant Environmental Costs

GLNG shall be entitled to recover from New Shippers (in accordance with Section D4.2) all and any Relevant Environmental Costs, which for the avoidance of doubt do not include costs resulting from contaminated land clean up and remediation, or at GLNG's discretion shall be entitled to require New Shippers to transfer to it the equivalent emission allowances or other relevant carbon and related certificates.

4.5 Blending Measures

4.5.1 GLNG shall be entitled to recover from New Shippers (in accordance with Section D4.2) all and any costs incurred by GLNG from time to time in taking any Blending Measures (and irrespective of whether or the extent to which the capability referred to in Sections C10.2.1(a)(ii) and C10.2.1(b) is utilised from time to time).

4.5.2 The recovery of costs pursuant to Section D4.5.1 is without prejudice to and in addition to the indemnity under Section B7.3.5 in the case where LNG unloaded varies from the Specification; and this Section D4.5 applies notwithstanding the compliance by New Shippers with the requirements of Section B7 as to the Specification of LNG unloaded.

5 Consequences of Termination of Services Agreement

5.1 Upon expiry of the Term or earlier termination of the Services Agreement in accordance with Section C6 of the New Shipper GTCs:-

5.1.1 where:

- (a) the Services Agreement was terminated upon GLNG's Default, GLNG will, for a period of fourteen (14) days following such termination; or
- (b) the Services Agreement expired or was terminated upon the New Shipper's Default, GLNG may in its discretion, for such period after such termination or expiry as GLNG shall elect, allow the New Shipper to make Delivery Nominations for an amount of gas equal in aggregate to the New Shipper's Available LNG-in-store (if any), in which case the Services Agreement (including payment of the Annual Capacity Charge) shall be deemed to continue in full force for such period to the extent necessary to allow Delivery pursuant to such nominations;

5.1.2 except to the extent (if any) to which GLNG is required or elects to allow Delivery Nominations under Section D5.1.1 above, the right of the New Shipper referred to in Section C.1.3.4 shall be extinguished (and replaced by the right to receive payment of such amount, if any, as is provided in Section D5.1.4(c)) and the New Shipper shall have no further rights to have either gas Delivered to it or have LNG-in-store transferred by way of a Capacity Transfer;

- 5.1.3 insofar as a New Shipper's right referred to in Section C1.3.4 is extinguished pursuant to Section D5.1.2, GLNG will use reasonable endeavours to sell, transfer or otherwise dispose of (at such time and on such terms as it determines, acting as a Reasonable and Prudent Operator and having due regard to GLNG's operational requirements, shall maximize the net proceeds referred to in Section D5.1.4) an amount of LNG or gas not exceeding the amount of the New Shipper's LNG-in-store at the time of such termination or expiry, and in such event and for such purpose only, title to a Co-Owning New Shipper's LNG-in-store shall pass to GLNG at the point in time immediately prior to such sale, transfer or other disposal by GLNG and the provisions of Section D5.1.4 shall apply;
- 5.1.4 GLNG shall apply the net proceeds (if any) of such sale, transfer or disposal in the following order of priority:
- (a) in or towards discharging all costs and expenses reasonably incurred by GLNG in the sale, transfer or disposal of such LNG or gas and (in the case of termination upon the New Shipper's Default) in connection with the exercise by GLNG of its right of termination of the Services Agreement;
 - (b) (except in the case of termination upon GLNG's Default), in or towards payment of all sums due and payable by the New Shipper to GLNG pursuant to the Services Agreement (including Section D5.2, where applicable), together with any accrued interest, fees, costs and charges in relation thereto; and
 - (c) as to the balance (if any), in payment to the New Shipper or as may otherwise be required pursuant to any Legal Requirement.
- 5.2 If the Services Agreement is terminated by GLNG under Section C6.2.1 of the New Shipper GTCs in consequence of a Default by the New Shipper, the New Shipper shall, in full and final settlement of all amounts due from the New Shipper to GLNG arising as a result of the termination of the Services Agreement (but not any pre-existing breaches), pay to GLNG a sum calculated as the New Shipper's Initial Delivery Capacity (at the relevant time) multiplied by the Prevailing Daily Rate of the Annual Capacity Charge multiplied by whichever is the lesser of:
- (a) three hundred and sixty five (365) days, less the period (if any) in days of notice of termination given (in the Termination Notice) by GLNG to the New Shipper, and
 - (b) the period in days from the effective date of termination to the expiry of the Term.
- 5.3 In the event of the termination of the Services Agreement, the provisions of Section A3.3 shall also apply.

Annex I - Measurement, Analysis and Calculation

1. Measurement, Equipment and Testing Responsibilities

1.1 Provision of Tank Gauge Tables

The New Shipper shall provide a certified copy of tank gauge tables for each LNG tank of a vessel which the New Shipper intends to use as an LNG Tanker. Such tank gauge tables shall include sounding tables, correction tables for list and trim, volume corrections to tank service temperature, and other corrections if necessary. Tables certified by a recognised body shall be made available for inspection by GLNG prior to any LNG Tanker using the Terminal.

1.2 Accuracy of Tank Gauge Tables

Tank gauge tables prepared pursuant to paragraph 1.1 of this Annex shall indicate volumes in cubic metres expressed to the nearest thousandth (1/1000), with LNG tank depths expressed in metres to the nearest hundredth (1/100).

1.3 Recalibration of LNG Tanks in case of Distortion and Modification

In the event that any LNG tank of an LNG Tanker suffers distortion of such a nature as to cause either Party reasonably to question the validity of the tank gauge tables referred to in Section 1.2 of this Annex, or in the event of modification to any of the LNG tanks, the New Shipper, subject to GLNG's consent, shall arrange for such LNG tank to be recalibrated in the same manner as set forth in paragraphs 1.1 and 1.2 of this Annex during any period when that LNG Tanker is out of service for inspection and/or repairs. The New Shipper shall bear the costs of recalibration, unless such recalibration was done at GLNG's request and did not demonstrate any inaccuracy in the tank gauge tables, in which case GLNG shall pay the costs of recalibration. Except as provided in this paragraph 1.3 no other recalibration of any LNG tank of an LNG Tanker shall be required.

2. Selection of Gauging Devices

2.1 Liquid Level Gauging Devices

2.1.1 Each LNG tank of an LNG Tanker shall be equipped with main and auxiliary liquid level gauging devices.

2.1.2 All liquid level gauging devices shall be installed, operated and maintained according to the manufacturers' specification and standards used in the LNG industry.

2.1.3 For each of the New Shipper's LNG Tankers, the New Shipper shall identify, with agreement from GLNG, the main and auxiliary liquid level gauging devices.

2.1.4 The measurement accuracy of the main gauging devices shall be plus or minus seven decimal five (± 7.5) millimetre and of the auxiliary liquid level gauging devices shall be plus or minus ten (± 10) millimetre.

2.2 Temperature Gauging Devices

2.2.1 Each LNG tank of any LNG Tanker shall be equipped with a minimum of four (4) pairs of Class A temperature gauging devices, selected in accordance with ISO 8310:2012 (Refrigerated hydrocarbon and non-petroleum based liquefied gaseous fuels – General

Requirements for automatic tank thermometers on board marine carriers and floating storage).

- 2.2.2 All temperature gauging devices and system shall be installed, operated and maintained according to the manufacturers' specification and standards used in the LNG industry.
- 2.2.3 Such temperature gauging devices shall be installed near the bottom, at approximately fifty per cent (50%) of the height, at approximately eighty five per cent (85%) of the height and at approximately one hundred per cent (100%) of the height of such LNG tank. They shall be located on or near the vertical axis of each LNG tank, in such a way as not to be affected by the spray of LNG when the spray pumps are in operation.
- 2.2.4 The measurement accuracy of the temperature gauging system including temperature sensor, cabling, signal converters and display shall be as follows:
- (a) in the temperature range of minus one hundred and sixty five degree Celsius (-165°C) to minus one hundred and forty five degree Celsius (-145°C), the accuracy shall be plus or minus zero decimal three degree Celsius ($\pm 0.3^\circ\text{C}$); and
 - (b) in the temperature range of minus one hundred and forty five degree Celsius (-145°C) to plus forty degree Celsius (+40°C), the accuracy shall be plus or minus two degrees Celsius ($\pm 2^\circ\text{C}$).

2.3 Pressure Gauging Devices

- 2.3.1 Each LNG tank of an LNG Tanker shall have one (1) absolute vapour pressure gauging device.
- 2.3.2 The measurement accuracy of the vapour pressure gauging device shall be plus or minus one per cent ($\pm 1\%$) of the full scale.

2.4 List and Trim Gauging Devices

- 2.4.1 A list gauging device and a trim gauging device shall be installed on each LNG Tanker. These shall be interfaced with the custody transfer system.
- 2.4.2 The measurement accuracy of the list and the trim gauging devices shall be better than plus or minus zero decimal zero two (± 0.02) degree for list and plus or minus zero decimal zero two (± 0.02) degree for trim.

2.5 Verification of Accuracy of Gauging Devices

Gauging devices shall be verified for accuracy and corrected for error in accordance with the terms of Section B8.11 of the New Shipper GTCs.

3 Measurement Procedures

3.1 Condition of LNG Tanker and Timing of Gauging

- 3.1.1. The first gauging will be made after the Master has confirmed that the LNG Tanker is ready to unload and before starting the LNG transfer pumps.

- 3.1.2. A second gauging shall take place after completion of unloading, with transfer pumps off and allowing sufficient time for the liquid level to stabilise.
- 3.1.3. The volumetric condition of the unloading line should be the same before and after unloading.
- 3.1.4. The New Shipper, GLNG or their agents shall have the right to be present during any gauging, but absence of a representative shall not prohibit any gauging taking place.

3.2 **Liquid Level**

- 3.2.1 Measurement of the liquid level in each LNG tank, involved in the unload operation, of an LNG Tanker shall be made in metres. This is to be accurate to the nearest millimetre by using the main liquid level gauging devices referred to in Section 2.1 of this Annex.
- 3.2.2 In the event of failure of the main level gauging device, the auxiliary device shall be used. The auxiliary level gauging device must also be used when unloading is completed, even if the main liquid level gauge may have been returned to service in the meantime.
- 3.2.3 Five (5) readings shall be made following manufacturer's recommendations on reading interval. The arithmetic average of the readings shall be calculated to the nearest zero decimal one (0.1) millimetre and shall be rounded to the nearest millimetre.
- 3.2.4 Any necessary corrections for trim, list, temperature or density must be applied to the arithmetic reading to get the true level reading.
- 3.2.5 The liquid level in each LNG tank shall be logged or printed.

3.3 **Temperature**

- 3.3.1 At the same time when liquid level is measured, the temperature shall be measured to the nearest zero decimal one degree Celsius (0.1°C) by using the temperature gauging devices referred to in paragraph 2.2 of this Annex.
- 3.3.2 In order to determine the temperature of liquid and vapour respectively in an LNG Tanker one (1) reading shall be taken at each temperature gauging device in each LNG tank. An arithmetic average of such readings with respect to vapour and liquid in all LNG tanks shall be deemed the final temperature of the vapour and liquid respectively.
- 3.3.3 Such arithmetic average shall be calculated to the nearest hundredth degree Celsius (0.01°C) and shall be rounded to the nearest tenth degree Celsius (0.1°C).
- 3.3.4 The temperature in each LNG tank shall be logged or printed.

3.4 **Pressure**

- 3.4.1 The absolute pressure in each LNG tank shall be measured to the nearest zero decimal one (0.1) kPa by using the pressure gauging device referred to in paragraph 2.3 of this Annex.

3.4.2 The determination of the absolute pressure in the LNG tanks of an LNG Tanker shall be made by taking one (1) reading of the pressure gauging device in each LNG tank, and then by taking an arithmetic average of all such readings.

3.4.3 Such arithmetic average shall be calculated to the nearest hundredth (0.01) kPa and shall be rounded to the nearest zero decimal one (0.1) kPa.

3.4.4 If the LNG tank pressure is read from a normal pressure gauge, a barometric pressure reading, accurate to zero decimal one (0.1) mbar must also be taken and recorded to correct such reading to absolute pressure.

3.4.5 The pressure in each LNG tank shall be logged or printed.

3.5 **List and Trim**

3.5.1 The measurement of the list shall be conducted to the nearest zero decimal zero one (0.01) degree. The measurement of trim shall be conducted to the nearest zero decimal zero one (0.01) degree.

3.5.2 The determination of the list and the trim of the LNG Tanker shall be made by taking one (1) reading of the list and the trim gauging devices.

3.6 **Procedure in case of Gauging Device Failure**

Should the measurements referred to in paragraphs 3.2, 3.3, 3.4 and 3.5 of this Annex become impossible to perform due to a failure of gauging devices, GLNG will consult with the New Shipper as to alternative gauging procedures.

3.7 **Determination of Volume of LNG Unloaded**

3.7.1 The measurements referred to in paragraphs 3.2, 3.3, 3.4 and 3.5 of this Annex shall be made at the same time. The volume of LNG stated in cubic metres to the nearest zero decimal zero zero one (0.001) cubic metre, shall be determined by using the tank gauge tables referred to in paragraph 1 of this Annex and by applying the volume corrections set forth therein.

3.7.2 The volume of LNG unloaded shall be determined by deducting the total volume of LNG in all LNG tanks immediately after unloading is completed from the total volume in all LNG tanks immediately before unloading commences. The volume of LNG unloaded is therefore calculated to the nearest zero decimal zero zero one (0.001) cubic metre.

4 **Determination of Composition of LNG**

4.1 **Sampling Procedures**

4.1.1 For invoicing purposes GLNG shall sample and analyse the LNG unloaded. GLNG will consult with the New Shipper as to the method and the devices to be used and will install the devices in accordance with paragraph 4.1.2, 4.1.3 and 4.1.4 of this Annex.

4.1.2 Representative samples of LNG shall be obtained for intermittent analysis by Gas Chromatography from a suitable point near the LNG Delivery Point and at an even rate during the period starting immediately after continuous unloading has commenced and

ending immediately prior to the suspension of continuous unloading. This is to be used at the Terminal's facilities, as the primary sampling system.

- 4.1.3 The sampling equipment shall be such as to permit the total vaporisation of a quantity of LNG sufficient for taking a representative gaseous sample of the LNG being unloaded. Sampling equipment shall be in accordance with ISO 8943:2007 (Refrigerated light hydrocarbon fluids – Sampling of liquefied natural gas– Continuous and intermittent methods).
- 4.1.4 In addition, GLNG shall provide suitable equipment to obtain intermittent gaseous samples during unloading. This is to be used at the Terminal's facilities as a back-up spot sampling system. A minimum of one (1) set of samples will be collected at 25%, 50% and 75% of unloading being completed.
- 4.1.5 A gaseous sample of the LNG unloaded shall be made available to the New Shipper. A gaseous sample of each unloading shall be retained by GLNG for at least thirty (30) days. In case of any dispute as to the accuracy of any analysis, the sample shall be further retained until GLNG and the New Shipper agree to retain it no longer.
- 4.1.6 If a composition of the LNG unloaded utilising the primary sampling system is not obtainable or is deemed not representative by the New Shipper or the Terminal in consultation with the Independent Surveyor, the New Shipper and Terminal agree to use one of the following methods, in consultation with the Independent Surveyor, which deem to provide the most representative composition:
- (a) the composition results of back-up spot samples taken pursuant to clause 4.1.4 and 4.1.5
 - (b) the composition results from a simulation based upon the actual Cargo load quality, the actual voyage conditions, relevant historical data from the same Loading Port and using only voyages with a similar boil-off and composition
 - (c) the composition results from a suitable theoretical ageing model supplied by the Independent Surveyor

4.2 Analysis Procedures

- 4.2.1 The LNG unloaded shall be analysed immediately by GLNG to determine, by gas chromatography, the molar fractions of hydrocarbons, carbon dioxide and nitrogen in the sample. The method used shall in accordance with GPA 2261 (Analysis of Natural Gas and Similar Gaseous Mixtures by Gas Chromatography) or any other method agreed upon by GLNG and the New Shipper.
- 4.2.2 GLNG shall, prior to use and after, perform a calibration of the gas chromatograph using standard gas certified and traceable to international standards, to properly maintain the accuracy of GLNG's equipment and devices, to GPA 2261. Representatives of the New Shipper may be present at such calibrations, but absence of a representative shall not prohibit a calibration.
- 4.2.3 In the case of analysis of back-up spot sample bottles, this shall be undertaken by a reputable independent analytical laboratory to mutually agreed industry standards. Duplicate runs shall be made on the sample bottles to determine that the repeatability of

peak areas is within acceptable limits. The calculated results of such duplicate runs shall be normalised and then averaged.

4.2.4 The New Shipper or the New Shippers' agent shall have the right to be present during any measurement, analysis, or calculation undertaken by GLNG, but absence of a representative shall not prohibit any measurement, analysis or calculation taking place.

4.3 Correlation Test of Analytical Equipment and Devices

4.3.1 GLNG and the New Shipper shall, prior to use, perform a calibration of the gas chromatograph using standard gas in order to properly maintain the accuracy of the New Shipper's and GLNG's equipment and devices.

4.3.2 In addition, the New Shipper and GLNG shall periodically perform a formal correlation test. The detailed procedure for this shall be agreed between GLNG and the New Shipper and shall be subject to the following conditions:

- (a) GLNG will consult with the New Shipper as to timing of the test;
- (b) each terminal shall obtain certified pure gas samples for determining response factors;
- (c) the New Shipper and GLNG shall alternate the supply of LNG sample gas, one time from the New Shipper's facilities, and the next time from GLNG's facilities;
- (d) samples shall be transported by LNG Tanker; and
- (e) the results of these tests shall be made available to both Parties and to the Master (if appropriate).

5 Calculation of Quantity Unloaded

5.1 General

5.1.1. The amount of LNG unloaded shall account for the vapour returned to, consumed by or/and vented by the New Shippers' LNG Tanker during unloading of LNG in accordance with paragraph 5.2.1 and 5.2.2.

5.1.2. The calculation procedures for calculating the properties of LNG and the quantity unloaded shall be in accordance with the Institute of Petroleum Measurement Manual, part XII, the Static & Dynamic Measurement of Light Hydrocarbon Liquids, section 8, IP 251/76, July 2012, 3rd Edition and the GIIGNL Custody Transfer Handbook, March 2017, 5th Edition and the ISO 6976:2016 (Calculation of the calorific values, density, relative density and Wobbe index from composition).

5.2 Calculation of the Energy Quantity of LNG Unloaded

5.2.1 The quantity of energy unloaded from the New Shipper's LNG Tankers for the purpose of Section B8.10 of the New Shipper GTCs shall be calculated on the basis of the following formula:

$$Q = \left(\frac{V_{(LNG)} \times \rho_{(LNG)} \times H_{1,m(LNG)}}{3.6 \times 10^6} \right) - Q_{gas} - Q_{GCU} - Q_{vent}$$

Where:

Q = the net energy, in GWh, transferred from the New Shipper's LNG Tanker to GLNG's facilities;

$V_{(LNG)}$ = the volume, in m^3 , of LNG unloaded determined in accordance with paragraph 3.7.2 of this Annex;

$\rho_{(LNG)}$ = the density, in kg/m^3 , of LNG unloaded calculated in accordance with paragraph 5.3 of this Annex;

$H_{i,m(LNG)}$ = the Gross Calorific Value (Mass Based), in MJ/kg, of the LNG unloaded calculated in accordance with paragraph 5.4 of this Annex;

Q_{gas} = the energy of the gas, in GWh, in gaseous form received by the New Shipper's LNG Tanker in replacement of the LNG transferred, calculated in accordance with paragraph 5.2.2 of this Annex.

Q_{GCU} = Defined in accordance with paragraph 5.2.3. of this Annex.

Q_{vent} = Defined in accordance with paragraph 5.2.3. of this Annex.

5.2.2 The quantity of energy received by the New Shipper's LNG Tankers shall be calculated on the basis of the following formula:

Where:

$$Q_{gas} = V_{(LNG)} \times \frac{288.15}{(273.15 + t)} \times \frac{P}{101.325} \times \frac{H_{v,m(LNG)}}{3.6 \times 10^6}$$

t = average temperature, in degrees Celsius ($^{\circ}C$), in the LNG tanks' gaseous space taken immediately after unloading is completed;

P = absolute pressure in the LNG tanks taken immediately after unloading expressed in kPa;

$H_{v,m(LNG)}$ = the calorific value, in MJ/Sm³, of the LNG vapour replacing the volume of LNG transferred in the LNG tanks calculated in accordance with Section 5.4 of this Annex. This will be assumed to be 100% methane in the absence of any sampling method.

5.2.3 The quantity of the energy that is consumed or vented by the New Shipper's LNG Tankers shall be given by the New Shipper based on the following definitions:

Q_{GCU} = the energy which is utilised by the New Shipper in its gas combustion unit, after the opening custody transfer is established and before the closing custody transfer is taken.

Q_{vent} = the energy which is vented by the New Shipper in its gas combustion unit, after the opening custody transfer is established and before the closing custody transfer is taken.

5.3 Density Calculation Formula

The density of the LNG unloaded which is used in the energy quantity calculation in paragraph 5.2.1 of this Annex shall be derived from the compositional analysis and the average temperature of the liquid cargo in the LNG vessel immediately before unload using the revised Klosek-McKinley method in accordance with clause 8 of ISO 6578:2017 (Refrigerated hydrocarbon liquids - Static measurement – Calculation procedure).

5.4 Calculation of Gross Calorific Values

The Gross Calorific Value (Mass Based) and the calorific value of LNG which are used in the energy quantity calculations in Sections 5.2.1 and 5.2.2 of this Annex shall be calculated on the basis of a real gas at combustion reference of fifteen (15°C) degrees Celsius and pressure of one hundred and one decimal three two five (101.325) kPa absolute in accordance with ISO 6976:2016 (Natural gas - Calculation of calorific values, density, relative density and Wobbe index from composition).