

**GASTRADE – ALEXANDROUPOLIS LNG TERMINAL**

**TERMINAL ACCESS CODE**

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Pursuant to the following:

- The final exemption decision (decision no. 1333/2020, as amended by decision no. 1580/2020) issued by the Greek Regulatory Authority for Energy, as published in the Greek Government Gazette on 31.12.2020.
- The EU Commission's Decision of 25.11.2020 on "The exemption of the Alexandroupolis Independent Natural Gas System LNG Terminal from the requirements regarding third party access and tariff regulation", issued in accordance with the provisions of Article 36 of Directive 2009/73/EC.
- Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas repealing Directive 2003/55/EC, as amended by means of Directive (EU) 2019/692 of the European Parliament and of the Council of 17 April 2019. ("**Third Gas Directive**").
- Regulation (EC) 715/2009 on Conditions for Access to the Natural Gas Transmission Networks.
- Regulation (EU) No 1303/2013 of the European Parliament and the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006).
- Regulation (EU) No 1316/2013 of the European Parliament and the Council of 11 December 2013 establishing the Connecting Europe Facility, amending Regulation (EU) No 913/2010 and repealing Regulations (EC) No 680/2007 and (EC) No 67/2010.
- Natural Gas Licensing Regulations (Ministerial Decision no. 178065/08.08.2018).
- Law 4001/2011 (the "**Energy Law**").

Therefore, this Terminal Access Code is implemented as follows:

## 1. Introduction

### 1.1 Scope and Background

- 1.1.1 This document and its Annexes constitute the Terminal Access Code (“**TAC**”) of the Alexandroupolis LNG Terminal. The TAC contains the commercial and operational terms, rules and procedures for the conduct, interaction and performance of the Terminal Operator and all Users who sign up for a portion of the Terminal Capacity.
- 1.1.2 The terms, rules and procedures as set out in the TAC shall be common to all Users.
- 1.1.3 This TAC has been approved by RAE and published in the Government Gazette (issue [...]) as of [date] (“**TAC Issue Date**”).

### 1.2 Exemption Decision

- 1.2.1 Terminal Operator has obtained an exemption from provisions on tariff approval, tariff methodology and tariff review (articles 32 and 41 paras. 6, 8 and 10 of the Third Gas Directive), as well as from third party access (articles 32 and 33 of the Third Gas Directive), as per the decision no. 1580/2020 of the Greek Regulatory Authority for Energy.

### 1.3 Framework of contracts

- 1.3.1 This TAC sets out the procedures for use of the Terminal, which are common to all Users.
- 1.3.2 The Tariff Code (“**TC**”) sets out the methodology for calculation of all tariffs, fees and payments for the Services and is subject to approval by RAE.
- 1.3.3 Long-Term Users shall be required to enter into a Terminal Use Agreement (“**TUA**”) with the Terminal Operator, in the form attached as Annex B. Each TUA is a standalone agreement which will incorporate, by reference, the terms of the TAC and the terms of the TC as the basis for the undertakings between each Long-Term User and Terminal Operator. Each TUA shall set out, inter alia, the terms on which the Long-Term User shall reserve TUA Reserved Capacity and pay a Capacity Fee, and in return for which the Terminal Operator shall provide to the Long-Term User the Services. All tariffs, fees and payments under a TUA shall be in accordance with both the TUA and TC as applicable.

- 1.3.4 Spot Cargo Users shall be required to enter a Spot Cargo Agreement (“SCA”). All tariffs, fees and payments under a SCA shall be in accordance with both the the SCA and the TC as applicable.
  - 1.3.5 All Long-Term Users and Spot Cargo Users shall be required to enter into an Inter-User Agreement (“IUA”) with each of the other Long-Term Users, Spot Cargo Users, and the Terminal Operator, in the form attached as Annex A (or, in the event that one or more Long-Term Users and/or Spot Cargo Users and the Terminal Operator have already entered into an IUA, subsequent Long-Term Users and Spot Cargo Users shall be required to accede to such IUA). The IUA will set out, inter alia, the obligations between Users in relation to cargo deliveries under the Annual Plan or SCA as applicable and the lending and borrowing of LNG.
  - 1.3.6 A Long-Term User or a Spot Cargo User may enter into a Capacity Exchange Agreement (“CEA”) with a Third Party, in order to exchange rights subject to the terms and conditions set out in the TAC. All tariffs, fees and payments under the CEA shall be in accordance with the TC.
  - 1.3.7 Terminal Operator shall provide to the Users the Marine Operations Manual.
  - 1.3.8 If a conflict arises between this TAC, the Tariff Code, and/or the Marine Operations Manual, then the TAC shall prevail.
- 1.4 Procedure for amendment of TAC
- 1.4.1 This TAC may be amended in the following indicative circumstances:
    - (a) when the Terminal Operator modifies the Services made available at the Terminal;
    - (b) when there is a change in the NNGTS or DESFA Network Code that requires a change to be made to the procedures in this TAC;
    - (c) when there is a new interconnection point between the Terminal and a downstream system or a new Interconnection Agreement requires that a change be made to this TAC;
    - (d)
    - (e) when an update is requested by the RAE;

- (f) if a Revision Request is submitted and approved in accordance with clause 1.4.2; or
- (g) any other situation which the Terminal Operator determines, acting as a Reasonable and Prudent Operator, has resulted in it being necessary or desirable to update or modify this TAC subject to RAE's approval.

1.4.2 A revision of the TAC may be requested by User and/or Terminal Operator:

- (a) A User may, at any time, submit a proposal for the revision of this TAC by sending a request to the Terminal Operator (a "**Revision Request**").
- (b) The Terminal Operator may also, at any time, propose a Revision Request to this TAC.
- (c) The Revision Request must:
  - (i) contain a detailed description of the proposed amendment(s) to this TAC, together with a description of the legal, technical, operation, or commercial reasons (as the case may be) why those amendments are being proposed;
  - (ii) contain a written assessment of the consistency of the proposed amendments with Applicable Law;
  - (iii) attach any document needed to substantiate any of the information provided in the Revision Request; and
  - (iv) specify a proposed date on which the proposed amendments should take effect.
- (d) Not later than seven (7) days following the receipt of a Revision Request submitted by a User, the Terminal Operator must acknowledge receipt of such Revision Request.
- (e) The Terminal Operator must, within sixty (60) days of receipt of a Revision Request:

- (i) give due consideration to the proposed amendments, including determining the consistency of the amendment with Applicable Law and the overall objectives of this TAC;
- (ii) determine the implications of the proposed amendments on Terminal Operator's ability to provide the Services, including the effect that the proposed amendments will have on the efficiency and cost of providing the Services for all Users; and
- (iii) after considering the Revision Request in accordance with clauses 1.4.2(e)(i) and 1.4.2(e)(ii), notify the submitting User that such Revision Request either:
  - (I) has been rejected, in which case Terminal Operator shall provide such User and RAE with Terminal Operator's reasons for such rejection; or
  - (II) will be progressed for approval by RAE.

#### 1.4.3 Amendment of TAC

- (a) Following receipt of approval from the RAE, the Terminal Operator must amend this TAC in accordance with that approval.
- (b) If RAE request that the Terminal Operator modify its Revision Request, the Terminal Operator will modify it accordingly and resubmit the modified Revision Request for approval.
- (c) Any amendment to this TAC made in accordance with this clause 1.4 will be binding on the Terminal Operator and all Users once published in the Government Gazette.

## 2. General Principles

### 2.1 Definitions

**"Actual Retainage"** means the actual Retainage within the Terminal for a Contract Year.

**"Actual Unloading Time"** means the time used in unloading an LNG Carrier, determined as the period of time, stated in hours, which commences from the LNG Carrier becoming All Fast as determined under clause 10.5.1 and ends when all quantities of LNG that were intended to be unloaded have been unloaded, all

discharge and return lines have been disconnected, and the LNG Carrier has departed the berth.

**“Allowable Energy Tolerance”** means, as measured in kWh plus or minus 2%.

**“Allowable Volume Tolerance”** means, as measured in m<sup>3</sup>, plus or minus 2%.

**“All Fast”** means, in respect of any LNG Cargo, the time when the LNG Carrier delivering such LNG Cargo is safely moored with all mooring lines tied up to the berth to the satisfaction of the master of such LNG Carrier.

**“Annual Plan”** or **“AP”** means the annual plan that is prepared by Terminal Operator in advance of the next Contract Year, setting out, inter alia, the LNG Cargo Slot Confirmed Schedule, which will include the confirmed LNG Cargo Arrival Window of each LNG Cargo for each Long-Term User, and the agreed Daily Planned Sendout for each Day of the Contract Year for each Long-Term User.

**“Annual Plan Criteria”** means constraints that Terminal Operator is required to take into account when formulating the final Annual Plan, which shall include: (i) respecting the Terminal Technical and Operational Constraints, (ii) aligning to the ReqSOS of the Long-Term Users (including accommodating their Flexibility requests), (iii) minimising borrowing and lending volumes of LNG between Long-Term Users, and (iv) aligning to the ReqACDS of the Long-Term Users.

**“Annual Plan Sendout Schedule”** means the schedule of AP Daily Planned Sendouts over the Contract Year for each Long-Term User, as set out in the finalised Annual Plan.

**“AP Daily Planned Sendout”** means the total amount of Regasified LNG (denominated in kWh) to be made available for a Long-Term User on a Day, as set out in the finalised Annual Plan.

**“AP Daily Swap Capacity”** means a bilateral swap of all or part of a Long-Term User's AP Daily Planned Sendout within a Day and a matching amount of another Long-Term User's AP Daily Planned Sendout as set out in clause 7.4.4.

**“AP LNG Cargo”** means a scheduled cargo delivery that has been included in the finalized Annual Plan.

**“AP Process”** means the Annual Plan process undertaken each for each Contract Year to produce a finalised Annual Plan and as further set out in clause 4.3.

**“Applicable Law”** means any law, regulation, administrative and judicial provision, constitution, decree, judgement, legislation, order, ordinance, code, directive, statute, treaty or other legislative measure (including but not limited to, injunctions, writs, stipulations), and in each case of any Governmental Authority from time to time in force or court or tribunal or regulatory commission or judicial or quasi-judicial authority having jurisdiction over the matter in question, which is legally binding on a TAC Party (and lawful and unlawful shall be construed accordingly).

**“Approval(s)”** means, regarding a TAC Party, any approval, authorisation, certificate, consent, decision, decree, judgment, license, order, permit, or other endorsement of any kind (regardless of the formal nomenclature given to any of the foregoing) necessary or proper to be granted, delivered, issued or promulgated in relation to this TAC, including in relation to (i) the performance of a TAC Party’s obligations, (ii) the exercise of a TAC Party’s rights, (iii) a TAC Party’s financial obligations, or (iv) the conduct of a TAC Party’s business.

**“Approved Insurance Company”** means an insurance company (including captive insurance companies) that has an international reputation and whose interactive insurer financial strength rating is BBB or higher by S&P or A- or higher by AM best.

**“Approved LNG Carrier”** has the meaning set out in clause 10.3.

**“Approved Revised Nomination”** means a Revised Nomination that has been approved by Terminal Operator and that approval has been notified by Terminal Operator to the User.

**“Authorisations”** means all consents, authorisations, licences, waivers, permits, approvals and other similar documents from or by any Governmental Authority and/or RAE.

**“Bilateral Trade”** means a trade of Daily Planned Sendout either between two Long-Term Users or Spot Cargo Users (as the case may be) or between either a Long-Term User or Spot Cargo User and a Third Party.

**“Boil Off”** means the vapour that results from vapourisation of LNG in the FSRU’s cargo tanks.

**“Borrow”** means, in relation to LNG, quantities, measured in kWh, that a User would have to borrow from one or more other Users in order to receive the Regasified LNG contemplated either in the Annual Plan or in an SCA, and **“Borrower”** shall be construed accordingly.

**“Boundary Limits”** means the physical boundary of the Terminal, which includes the operational process from the LNG Receipt Point and extending until the Regasified LNG Delivery Point, as such processes, facilities and equipment may be modified from time-to-time in the ordinary course of the operation, maintenance and repair of the Terminal.

**“Business Day”** means any day other than (i) a Saturday or Sunday or (ii) any other day on which the banks in Greece are closed for business;

**“Cancelled Gas”** has the meaning set out in clause 9.3.2.

**“Cancelled Gas Compensation”** means compensation to be paid to Users in the event that Terminal Operator determines such compensation is payable. Such compensation is set out in the Inter-User Agreement.

**“Capacity Exchange Agreement”** or **“CEA”** has the meaning set out in clause 1.3.6.

**“Capacity Exchange User”** has the meaning set out in clause 5.2.3.

**“Capacity Fee”** has the meaning given in the TUA.

**“CEA Sendout”** has the meaning set out in clause 5.2.2.

**“Consequential Damages”** means (a) any indirect, incidental, consequential, special, exemplary or punitive loss or damages; (b) any loss of profit, loss of income, loss of anticipated profits, loss of goodwill, loss of business or business interruption, loss of anticipated saving, loss of use (partial or total), loss and/or deferral of production, loss of contracts, loss of revenues or loss of reputation, in each case, whether direct or indirect and whether or not foreseeable at the time of entering into this TAC.

**“Contracts”** shall refer collectively to the IUA, the TUA, the SCA, and the CEA, and any other supplementary contracts or agreements that are required to implement the terms and conditions of this TAC and Applicable Law.

**“Contract Year”** means the period commencing on 1<sup>st</sup> October and ending on the subsequent 30<sup>th</sup> September in the following calendar year.

**“Daily Actual Sendout”** means the total amount of Regasified LNG (denominated in kWh) that was delivered on any Day.

**“Daily Planned Sendout”** means a total amount of Regasified LNG (denominated in kWh) expected to be made available on any Day.

“**Day**” means, for the purposes of operations of the Terminal, a day starting at 07:00 hours on one calendar day and until 07:00 hours the following calendar day.

“**Default Rate**” means the interest rate applicable to late payments, which shall be the Greek Government 10-year bond rate observed on the secondary market on the last business day of the month preceding the invoice date plus 0.03 percent per day.

“**Defaulting User**” has the meaning given in clause 9.2.1.

“**Deferred Gas**” has the meaning set out in clause 9.3.2.

“**Deferred Gas Compensation**” means compensation to be paid to Users per the terms of the Inter-User Agreement.

“**DESFA**” means the Transmission System Operator of the Greek Natural Gas transmission system, incorporated under Greek law 4001/2011 .

“**Departure Notice**” has the meaning set out in clause 10.4.2.

“**Departure Notice Information**” means the information labelled as such and set out on the Website.

“**Dispute**” means any dispute, controversy, or claim of any kind or type, whether based on contract, tort, statute, regulation or otherwise, arising out of, relating to, or connected with this TAC, or the operations carried out under this TAC, including any dispute concerning the existence, validity, interpretation, performance, breach or termination of this TAC.

“**Dispute Notice**” has the meaning set out in clause **Error! Reference source not found.**

“**Downstream Gas**” means gas sourced from within any downstream network.

“**Downstream Operator**” means DESFA or any other transmission system operator (“**TSO**”) with whom the Terminal Operator has entered into an Interconnection Agreement.

“**Downstream Rights**” means the rights that are acquired from the Downstream Operator by a User or the Downstream System counterparty user, in order to receive the Regasified LNG at a Regasified LNG Delivery Point.

“**Downstream System**” means a Natural Gas pipeline or pipeline network that is directly connected to the Terminal.

**“Downward Flex”** means on any Day, a Long-Term User's requested Daily Planned Sendout that is less than the Long-Term User's TUA Reserved Capacity.

**“Encumbrance”** shall include any mortgage, pledge, lien, charge, adverse claim, proprietary right, assignment by way of security, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

**“Energy Law”** means Law 4001/2011 as in force.

**“ETA”** means the estimated time of arrival of an LNG Carrier as per the notice procedure set out in clause 10.4.3(a).

**“Evacuation Gas”** means the amount of Regasified LNG that the Terminal Operator, in its absolute discretion, acting as Reasonable and Prudent Operator, and subject to Terminal Technical and Operational Constraints, makes available at the Regasified LNG Delivery Point and sells or arranges for a Downstream Operator to accept receipt of. Evacuations Gas may arise from: (i) a User failing to secure the necessary Downstream Rights sufficient to accommodate the amount of Regasified LNG in its Prevailing Nomination, (ii) a User failing to ensure a matching nomination with any Downstream Operator so that the Downstream Operator can accept the amount of Regasified LNG in the User's Prevailing Nomination, or (iii) the requirement to keep the Terminal's safety and integrity due to any reason indicatively, but not limited to (a) Emergency situations due to accidents, (b) Emergency situations due to technical malfunctions, (c) Fire incidents etc.

**“Exemption Decision”** means RAE's decision no. 1580/2020 in accordance with the EU Commission's decision no. C(2020)8377 final, issued pursuant to Article 36 of the Third Gas Directive.

**“Failed LNG Cargo”** means the specific LNG Cargo impacted by a Failed LNG Cargo Event.

**“Failed LNG Cargo Event”** means one or more of the following events:(i) an LNG Cargo will not be delivered, or, (ii) is expected to arrive late (i.e. outside of the LNG Arrival Window), or, (iii) will be a different volumetric size, in m<sup>3</sup> that is outside of the Allowable Volume Tolerance, or, (iv) will be a different energy content, in kWh that is outside of the Allowable Energy Tolerance, or, (v) LNG does not meet the LNG Specification.

**“Failed LNG Cargo Event Notice”** means a notice issued by Terminal Operator pursuant to clause 9.2 in the event of a Failed LNG Cargo setting out Terminal Operator’s decision in relation to that LNG Cargo.

**“Failed LNG Cargo Terminal Operational Costs”** means costs arising as a direct result of a Failed LNG Cargo Event, including but not limited to the proven costs incurred as a result of Terminal Operator being required to purchase additional LNG volumes in order to cool down the Terminal in the event of warming up and in the event that the LNG storage volume falls or is expected to fall below the LNG Operational Heel as a result of such Failed LNG Cargo Event.

**“First Notice”** has the meaning set out in clause 10.4.3(a).

**“Fifth Notice”** has the meaning set out in clause 10.4.3(a).

**“Flexibility”** means the variation of a Long-Term User's Daily Planned Sendout from that Long-Term User's TUA Reserved Capacity.

**“Flexibility Services”** means Intracargo and Intraday flexibility services as further set out in clause 7.4.

**“Force Majeure”** has the meaning set out in the TUA and SCA.

**“Forecast Retainage”** means the forecast by the Terminal Operator of Retainage within the Terminal for a given period. Forecast Retainage will be based on a study that will be prepared by the Terminal Operator and will be submitted to RAE for approval.

**“Fourth Notice”** has the meaning set out in clause 10.4.3(a).

**“FSRU”** means the Alexandroupolis Floating Storage and Regasification Unit located offshore at coordinates (HGRS87) Easting(m) 644519.25, Northing(m) 4513393.86, approximately 10 km offshore the nearest coast and approximately 17.6 km south west of Alexandroupolis, Greece, in approximately 40 m water depth.

**“Gas Quality Specification”** means the prevailing gas quality specification of the NNGTS as set out in DESFA Network Code.

**“Governmental Authority”** means any judicial, legislative, administrative, executive or other national, state, regional, municipal or local authority, ministry, department or any administrative agency, office, organisation or authority.

**“Greek Regulatory Requirements”** means the requirements set out in Articles 74 – 79 of the Energy Law governing Independent Natural Gas Systems, the relevant provisions of the Natural Gas Licensing Regulation, and any other act or regulation regarding sale, transmission, or operation of natural gas (including LNG) facilities.

**“Gross Negligence/Wilful Misconduct”** means any act or failure to act (whether sole, joint or concurrent) which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences that a TAC Party knew, or should have known, such act or failure would have on the safety or property of another Person.

**“Guarantees”** means one or more guarantees to be provided by a User in accordance with the terms of the Contracts to which that User is a party.

**“Guarantee Confirmation Deadline”** has the meaning set out in clause 4.3.6.

**“Hourly Sendout”** means one twenty fourth (1/24<sup>th</sup>) of the Daily Planned Sendout.

**“ICC”** has the meaning given in clause 13.5.3;

**“Impacted Users”** means Users whose Daily Actual Sendout was different than their respective Prevailing Nomination as a result of Deferred Gas or Cancelled Gas.

**“INGS”** means a natural gas system not forming part of the NNGTS irrespective of any interconnection thereto.

**“Interconnection Agreement”** means the agreement in place between Terminal Operator and a Downstream Operator, setting out the rules and protocols for managing the Regasified LNG delivered into a Downstream System at a specific Regasified LNG Delivery Point as the case may be.

**“International LNG Carrier Standards”** means, to the extent not inconsistent with the expressed requirements of this TAC or Applicable Law, the international standards and practices applicable to the ownership, design, construction (including the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk), equipment, operation or maintenance of LNG vessels established by the following (such standards to apply in the following order of priority):

- a) a Governmental Authority;
- b) the International Maritime Organisation (IMO);

- c) the Society of International Gas Tankers and Terminal Operators (SIGTTO) and any other internationally recognised non-governmental agency or organisation, including Oil Companies International Marine Forum (OCIMF), the International Navigation Association (PIANC) and the International Association of Classification Societies (IACS);

provided, however, that in the case of sub-clauses (ii) and (iii) above, it is customary for Reasonable and Prudent Operators of LNG vessels to comply with the standards and practices of such organisation, society or non-governmental agency.

**“Inter-User Agreement”** or **“IUA”** means a mandatory agreement to be entered into by all Users and the Terminal Operator, as further described in clause 1.3.5.

**“Inter-User Guarantee”** means the guarantee required pursuant to the Inter-User Agreement to support a User's obligations under the IUA.

**“Intraday”** means within a Day.

**“Intraday Change Notification”** means a notification issued by a User to Terminal Operator in relation an Intraday Revision or Intraday Swap.

**“Intraday Revision”** has the meaning set out in clause 7.4.5(a).

**“Intraday Swap”** means a bilateral swap of all or part of the Daily Planned Sendout within a Day and a matching amount of the AP Daily Swap Capacity for that Day as set out in 7.4.4(a).

**“Intracargo Revision”** has the meaning set out in clause 7.4.3(a).

**“Intracargo Swap”** has the meaning set out in clause 7.4.2(a).

**“Intracargo Change Notification”** means a notification issued by a User to Terminal Operator in relation an Intracargo Revision or Intracargo Swap.

**“Intra Reserved Cargo Period”** means the period between two Reserved LNG Cargo Slots.

**“Lend”** means, in relation to LNG, quantities, measured in kWh, that a User would have to lend to one or more other Users in order for the borrowing User to receive the Regasified LNG contemplated either in the Annual Plan or in an SCA, and **“Lender”** shall be construed accordingly

“**LNG**” means gas in its liquid state at or below its boiling point at or near atmospheric pressure.

“**LNG Cargo**” means a cargo of LNG transported in an LNG Carrier.

“**LNG Cargo Arrival Window**” means a twenty-four hour period starting at 07:00 within which a User's scheduled LNG cargo delivery must have arrived at the Pilot Boarding Station and issued a Notice of Readiness.

“**LNG Cargo Energy Content**” means the energy content of a specific LNG Cargo set out in the Annual Plan or SCA as applicable (in kWh).

“**LNG Cargo Slot**” means the combined period covered by the LNG Cargo Arrival Window and the LNG Unloading Window for a planned single AP LNG Cargo.

“**LNG Cargo Slot Confirmed Schedule**” means the finalised schedule set out in the Annual Plan for a Contract Year, setting out the Reserved LNG Cargo Slots. The schedule will set out, for each LNG Cargo Slot, (i) the timing of the LNG Cargo Arrival Window, (ii) the LNG Cargo Volume, and (iii) the LNG Cargo Energy Content.

“**LNG Cargo Volume**” means the volume of a specific LNG Cargo set out in the Annual Plan or SCA as applicable (in m<sup>3</sup>) that is expected to be received at the LNG Receipt Point.

“**LNG Carrier**” means an LNG vessel approved by Terminal Operator that a User is using to deliver an AP LNG Cargo.

“**LNG Carrier Operating Requirements**” means the LNG Carrier technical requirements as labelled as such and set out on the Website, the LNG Carrier compatibility information provision requirements labelled as such and set out on the Website, and the LNG cargo advance notice requirements labelled as such and set out on the Website.

“**LNG Energy Unloaded**” means an amount of LNG (expressed in kWh) unloaded at the LNG Receipt Point.

“**LNG Operational Heel**” means LNG retained in the tanks of the FSRU in order to meet the minimum operational requirements including maintaining the temperature of the tanks and equipment.

“**LNG Position**” means the balance, measured in kWh, of a User's borrowing or lending of LNG.

**“LNG Receipt Point”** means the point at which the outlet flanges of the loading lines (flex hoses or loading arms) of the LNG Carrier connect with the inlet flanges of the FSRU.

**“LNG Reconciliation Value”** has the meaning set out in clause 8.3.1.

**“LNG Specification”** means the specification labelled as such and set out on the Website.

**“LNG Storage Capacity”** means the capacity of the LNG storage tank on the FSRU.

**“LNG Supplier”** means, in relation to a User, the entity that will supply LNG to that User.

**“LNG Unloading Process”** means, collectively, the berthing of an LNG Carrier, the unloading of LNG, and the departure of the LNG Carrier and clearance of the port.

**“LNG Unloading Window”** means the period set out in clause 10.5.1(a).

**“Loading Port”** means the port from which an LNG Cargo has loaded its cargo of LNG.

**“Long-Term Service”** means the Service in relation to the reservation of TUA Reserved Capacity for periods exceeding twelve (12) months in relation to clause 3.1.1(a).

**“Long-Term User”** means a User that enters into a TUA in relation to Long-Term Service.

**“Maintenance Allowance”** means the maximum number of hours during which maintenance works on the Terminal are to be performed during each Contract Year, as such allowance is set out in clause 10.12.2(b).

**“Marine Operations Manual”** has the meaning set out in clause 10.2.

**“Master Gas Sale and Purchase Agreements”** means an agreement for supplying and selling Natural Gas that establishes the primary terms and conditions, other than price, quantity and date of delivery.

**“Master LNG Sale and Purchase Agreements”** means an agreement for supplying LNG that establishes the primary terms and conditions, other than price, quantity and date of delivery at the FSRU.

**“Maximum LNG Cargo Size”** means the maximum LNG Cargo for a User as notified by the Terminal Operator from time to time under the Annual Plan.

**“Minimum LNG Cargo Size”** means the minimum LNG Cargo for a User as notified by Terminal Operator from time to time under the Annual Plan.

**“Minimum Sendout”** means the minimum level of Regasified LNG in aggregate by all Users that Terminal Operator requires to be delivered every day and which shall be 50 mmscfd.

**“Mitigation Actions”** has the meaning set out in clause 9.3.2.

**“Mitigation Funds”** means the funds available to be drawn down pursuant to the Inter-User Guarantee of a Defaulting User which are available to Terminal Operator to take Mitigation Actions.

**“Month”** means, for the purposes of operations at the Terminal, a time period starting at 7.00 am on the first day of a calendar month and ending at 7.00 am of the first day of the subsequent calendar month.

**“Mooring”** means the mooring system and related infrastructure by which the FSRU is moored.

**“Natural Gas”** means any hydrocarbon with or without other substances or a mixture of hydrocarbons (including Regasified LNG) consisting principally of methane, all of which are substantially in gaseous phase at a pressure of one hundred and one decimal three two five (101.325) kilopascal absolute and at a temperature of fifteen Degrees Celsius (15°C).

**“Natural Gas Licensing Regulation”** means the Ministerial Decision no. 178065/08.08.2018.

**“NNGTS”** means the National Natural Gas Transmission System of Greece.

**“Nomination”** means a User’s deemed nomination as set out in clause 7.1.1(a).

**“Nonconforming Gas”** means the gas specification following regasification of LNG that is not compliant with the Gas Quality Specification..

**“Notice of Readiness”** or **“NOR”** means the notice that User shall cause the master of an LNG vessel or its agent to give to Terminal Operator confirming the LNG Carrier is ready to proceed to berth and ready to transfer cargo subject to the requirements of clause 10.4.6.

**“Notice to Proceed”** means the notice that Terminal Operator shall give to the master of an LNG vessel or its agent to confirming the Terminal is ready for the LNG Carrier to proceed to the berth.

**“Off-Specification LNG”** has the meaning set out in clause 10.9.3.

**“Original User”** has the meaning set out in clause 5.2.3.

**“Peaking Capacity”** additional Regasified LNG that could be made available in addition to the Terminal Capacity that the Terminal Operator cannot offer for Long-Term Service but may provide under specific circumstances.

**“Person”** means any individual, corporation, partnership, trust, unincorporated organization, Government Authority, or any other legal entity.

**“Pilot Boarding Station”** means the location within the vicinity of the Terminal at which pilots appointed by the Port Authority customarily board the LNG Carrier as determined by the Port Authority.

**“Pipeline and Onshore Facilities”** means the 24 km 30” subsea pipeline and 4 km 30” onshore pipeline connecting the FSRU to the NNGTS, including the pipeline end manifold and downstream receiving facilities (including the coastal valve station and onshore tie-in with the station at Amphitrite entry point, operated by the transmission system operator of the NNGTS).

**“Port Liability Agreement”** means a port liability agreement in the form published on the Terminal Operator’s Website;

**“Preliminary Terminal Maintenance Plan”** means the preliminary Terminal maintenance plan provided by the Terminal Operator prior to the beginning of the Annual Plan process.

**“Prevailing Nomination”** means the currently valid nomination, whether that be the Nomination or the Approved Revised Nomination..

**“RAE”** means the Regulatory Authority for Energy in Greece.

**“Reasonable and Prudent Operator”** means an operator seeking in good faith to perform its contractual obligations, and in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator

complying with all Applicable Laws and engaged in the same type of undertaking under the same or similar circumstances and conditions.

**“Regasified LNG”** means LNG that has been regasified and made available at the Regasified LNG Delivery Point, denominated in kWh.

**“Regasified LNG Delivery Point”** means the interconnection point between the Terminal and the Downstream System.

**“Replacement Gas”** means the purchase of Downstream Gas up to an equivalent gas volume of the Regasified LNG not made available as a result of a Failed LNG Cargo Event.

**“Replacement LNG”** means purchasing of a replacement LNG Cargo up to an equivalent LNG volume as in the LNG Cargo related to the Failed LNG Cargo Event.

**“Requested Annual Cargo Delivery Schedule”** or **“ReqACDS”** means requested annual cargo delivery schedule for the next Contract Year prepared by each Long-Term User to communicate to Terminal Operator the Long-Term User's preferred month for each cargo delivery to the Terminal for such Contract Year.

**“Requested Sendout Schedule”** or **“ReqSOS”** means the requested schedule setting out the requested Daily Planned Sendout for each Day of the next Contract Year prepared by each Long-Term User to communicate to Terminal Operator the Long-Term User's intended use of its TUA Reserved Capacity for the next Contract Year.

**“Rescheduled Cargo”** means an LNG Cargo supplied by a non-Defaulting User in the place of the AP LNG Cargo not delivered as a result of a Failed LNG Cargo Event.

**“Reserved LNG Cargo Slot”** means an LNG Cargo Slot which is reserved for a current Long-Term User for delivery of an AP LNG Cargo and set out in the Annual Plan.

**“Retainage”** means the amount of LNG the Terminal will retain from LNG volumes unloaded (expressed as a percentage of those LNG volumes) prior to regasification and send out of such LNG volumes. Indicatively this retainage will include (a) gas used as fuel and (b) gas used for operations and (c) LNG losses resulting from boil off.

**“Return Vapour Delivery Point”** means the flange interconnection between the applicable cargo manifold connection of an LNG Carrier and the LNG return vapour hose of the Terminal.

**“Revised Nomination”** means a notice to Terminal Operator from a User notifying of a revised Daily Planned Sendout for a Day or for a period of time where that User’s revised Daily Planned Sendout is requested to vary from the Prevailing Nomination.

**“Revised Sendout Notification”** means a notice provided by Terminal Operator to Users regarding Terminal Operator’s unilateral revision of Daily Planned Sendout and notifying Users of the changes to Daily Planned Sendout from the Daily Planned Sendout in the Prevailing Nominations, and (i) providing an explanation of the specific operational situation that requires the notification, and (ii) setting out the revisions to the Prevailing Nomination for each User.

**“Revision Request”** has the meaning set out clause 1.4.2(a).

**“Scheduled Window”** means the period from the start of the first hour of the LNG Cargo Arrival Window and ending seventy-two (72) hours later.

**“Second Notice”** has the meaning set out in clause 10.4.3(a).

**“Service”** has the meaning set out in clause 3.1.

**“Spot Cargo”** has the meaning set out in clause 6.3.1.

**“Spot Cargo User”** means a User that enters into a SCA in relation to a Spot Cargo Service.

**“Spot Cargo Agreement”** or **“SCA”** means the agreement to be entered into by a company that intends to use the Spot Cargo Service.

**“Spot Cargo Service”** means provision of the Service covering a single or a series of Spot Cargos.

**“Spot Daily Planned Sendout”** means the total amount of Regasified LNG expected to be sent out on any Day denominated in kWh required for the Spot Cargo.

**“Spot LNG Cargo Slot”** means the combined period covered by the LNG Cargo Arrival Window and the LNG Unloading Window for a planned single Spot Cargo

**“Spot LNG Cargo Slot Confirmed Schedule”** means the finalised schedule setting out, for each Spot LNG Cargo Slot, (i) the timing of the LNG Cargo Arrival Window, (ii) the LNG Cargo Volume, and (iii) the LNG Cargo Energy Content.

**“TAC Issue Date”** has the meaning set out in clause 1.1.3.

**“TAC Party”** means any party bound by this TAC, including the Terminal Operator and the Users; collectively, TAC **Parties**.

**“Tariff Code”** or **“TC”** means the code approved by RAE setting out the methodology for calculation of all tariffs, fees and payments for the Services.

**“Tax”** or **“Taxes”** means any tax, charge, fee, levy or other assessment imposed under Greek law, laws of the European Union or under any law of any other state; including all income, withholding, windfall profits, gross receipts, business, environmental, value added, capital gain, duties, capital stock, registration, excise, ad valorem, real property, personal property, land, local development, license, sales, production, occupation, use, service, service use, transfer, payroll, employment, social security (or similar), unemployment, travel, franchise, severance, bonus or other tax of any kind, as well as any charges and assessments (including any interest, penalties or additions to tax due to or imposed on or regarding any assessment, whether disputed or not, but excluding any royalties, over-riding royalties and like charges), and all stamp or documentary taxes and fees.

**“Technical Dispute”** means:

- a) any dispute on technical issues, including any dispute arising out of or in connection with the following:
  - i. the equipment, performance, operation, maintenance and/or safety of the Terminal;
  - ii. the interpretation and/or application of any of Terminal Technical Description;
  - iii. the interpretation and/or application of the documents labelled LNG Carrier Technical Requirements, LNG Carrier Compatibility Information Provision Requirements, Quality and Measurement Procedures for LNG, and made available by Terminal Operator on its Website;
  - iv. the quantity, quality, measurement, allocation, attribution, balancing of any LNG; or
  - v. losses and/or consumption during the regasification chain; or
- b) any dispute on whether a particular dispute relates to a technical issue.

**“Terminal”** means, collectively, the FSRU, the Mooring, the Pipeline and Onshore Facilities.

**“Terminal Access Code”** or **“TAC”** has the meaning set out in clause 1.1.1.

**“Terminal Capacity”** means the maximum kWh of Regasified LNG that Terminal Operator can make available at the Regasified LNG Delivery Point to Users on a Day, subject to the other provisions of the TUA and TAC.

**“Terminal Maintenance Plan”** means the plan prepared by the Terminal Operator for the next Contract Year which will set out: (i) Planned scope of any major maintenance that will affect Capacity of the Terminal, (ii) Indicative timing of maintenance that will require the Terminal to cease or reduce operations, (iii) Indicative timing of reductions in Terminal Capacity and Services including the revised Capacity for those periods. Such Terminal Maintenance Plan shall be approved by RAE.

**“Terminal Operator”** means Gastrade S.A.

**“Terminal Operator Extended LNG Unloading Window”** has the meaning set out in clause 10.5.2(a).

**“Terminal Operator Revised Sendout Event”** has the meaning set out in clause 7.5.

**“Terminal Technical and Operational Constraints”** means one or more constraints derived from the following parameters (but not limited to those parameters): (i) LNG Storage Capacity, (ii) LNG Operational Heel, (iii) capacity of gas sent out at the Regasified LNG Delivery Point related to the gas volumes that can be accepted by the Downstream System, (iv) LNG Cargo unloading rate, (v) LNG regasification rate and gas send out capacity including not exceeding the Terminal Capacity and not falling below the Minimum Sendout, (vi) any reductions or shut down of regasification capacity and other Terminal services arising from the Terminal Maintenance Plan, (vii) the timing of LNG unloading slots and the duration of unloading operations, and (viii) availability of redundant equipment and systems.

**“Terminal Technical Description”** means the Terminal technical description as labelled as such and set out on the Website.

**“Terminal Use Agreement”** or **“TUA”** means the agreement to be executed between the Terminal Operator and each individual Long-Term User of Long-Term Service.

**“Terminal User’s Account”** means the statement of account of Lending and Borrowing of LNG maintained by Terminal Operator for Long-Term Users and Spot Cargo Users on a daily basis. The balance of each Terminal User’s Account is reconciled at the end of the Contract Year as further described in clause 8.2.2.

**“Third Notice”** has the meaning set out in clause 10.4.3(a).

**“Third Party”** means a company or entity that wishes to secure Services from a Long-Term User or a Spot Cargo User by means of a CEA.

**“TUA Reserved Capacity”** means the amount of the Terminal Capacity that has been reserved by a Long-Term User for any individual Contract Year under a TUA, denominated in kWh/day for each Day of such Contract Year.

**“Unreserved Capacity”** means the amount of Terminal Capacity that has not been reserved pursuant to a TUA or an SCA.

**“Unused Capacity”** means the TUA Reserved Capacity that has been released by that Long-Term User for the purposes of the Annual Plan for the next Contract Year and calculated, for each Day, as the difference, if positive, between the TUA Reserved Capacity and the AP Daily Planned Send Out.

**“Upward Flex”** means on any Day, a Long-Term User's requested Daily Planned Sendout that is higher than the Long-Term User's TUA Reserved Capacity.

**“User”** means any company or person that uses the Service or part of the Service at the Terminal, being either a Long-Term User, a Spot Cargo User or a Capacity Exchange User.

**“User Extended LNG Unloading Window”** has the meaning set out in clause 10.5.3(a).

**“User Termination Event”** means termination, by Terminal Operator pursuant to the terms of a Contract, in response to a User's default under the terms of that Contract.

**“Value Added Tax”** or **“VAT”** means

- a) any value added tax imposed by Greek Law 2859/2000;
- b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- c) any other tax of a similar nature, whether imposed in Greece or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above or imposed elsewhere.

**“Website”** means the publicly available information provided on the Terminal Operator's internet pages.

## 2.2 Interpretation

- 2.2.1 Except as otherwise specifically stated, references to clauses or annexes shall be to clauses and annexes in this TAC. References to this TAC include its annexes, each of which are integral parts of this TAC.
- 2.2.2 Headings are for ease of reference only and do not affect interpretation and are of no legal effect.
- 2.2.3 The language which governs the interpretation of this TAC is the English language and all notices to be given by any Party and all other communications and documentation in any way relevant to this TAC shall be in the English language.
- 2.2.4 Save where otherwise required from the context, terms used in the singular also refer to the plural and vice versa.
- 2.2.5 The terms “**including**” and “**include**” shall be construed to mean “including without limitation” and “include without limitation”.
- 2.2.6 References to a TAC Party or any Person include its successors and permitted assigns.
- 2.2.7 All units of measurement used in this TAC and not defined herein will be determined in accordance with the “*Système Internationale d’unités*”, published by Bureau International des Poids et Mesures.
- 2.2.8 Words, phrases, or expressions that are not defined in this TAC but that have a generally accepted meaning in the practice of measurement and metering in the international businesses of production, transportation, distribution, and sale of Natural Gas have that meaning.
- 2.2.9 All references to time shall be to Greek time, unless expressly provided otherwise.
- 2.2.10 References to an agreement, deed, instrument, license, code, or any publication of any organisation, or non-governmental agency, or any other document (including this TAC), or to a provision contained in any of the foregoing, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned or novated, except as otherwise provided.

- 2.2.11 Unless the context otherwise requires, references to a statute, treaty, legislative provision or act, or to a provision contained in any of these, shall be construed as including a reference to any modification, extension or re-enactment at any time then in force.
- 2.2.12 References to “**day**”, “**month**”, “**quarter**” and “**year**” shall, unless otherwise stated or defined, mean a day, month, quarter and year of the Gregorian calendar, respectively.
- 2.2.13 No Authorisation shall be treated as having been granted for this TAC, including the Annexes, unless such Authorisation has been finally granted or issued by the relevant Governmental Authority and/or RAE, without such grant or issue being subject to any appeal or any condition as to its effectiveness, but the possibility of proceedings for judicial review of such Authorisation being instituted shall not prevent an Authorisation being treated as granted unless such judicial review proceedings have, in fact, been instituted.
- 2.2.14 References to “**conduct**” include any omission, statement or undertaking, whether or not in writing.
- 2.2.15 References to payments, costs or any other monetary amounts shall be to such amounts in Euros, unless otherwise specified. References to “**Euro**”, “**Euros**”, “**EUR**” or “**€**” shall be a reference to the lawful currency from time-to-time of the European Union.
- 2.2.16 References to any authority (including a Governmental Authority and/or RAE), association or body whether statutory or otherwise shall, if that authority, association or body ceases to exist or is reconstituted, renamed or replaced, or if the powers or functions of that authority, association or body are transferred to any other authority, association or body, be deemed to refer respectively to the authority, association or body established or constituted instead of it or which, as nearly as may be, succeeds to the powers and functions exercised by it.
- 2.2.17 The use of the expression “**and/or**” shall mean both “and” and “or” (e.g., “A and/or B” shall mean “A or B” or “both A and B”). Using “and/or” within a list shall mean all or any combination of the listed terms (e.g., “X, Y and/or Z” shall mean “X” or “Y” or “Z” or “X and Y” or “Y and Z” or “X and Z” or “X and Y and Z”).

2.2.18 Unless this TAC provides otherwise, any payment falling due on a non-Business Day shall be deemed due and payable on the next immediately following Business Day.

### **3. Description of Service and Charges**

#### **3.1 The offered service**

3.1.1 Terminal Operator shall, acting as a Reasonable and Prudent Operator, make available to Users the following bundled service, pursuant to the terms of the Contract to which a User is a party:

- (a) the reservation of an amount of the Terminal Capacity in the Terminal;
- (b) the receiving and berthing of LNG Carriers at the Terminal;
- (c) services that include berthing, unberthing and mooring (excluding pilot services);
- (d) the unloading and receipt of LNG from LNG vessels at the LNG Receipt Point;
- (e) the use of LNG storage held within the Terminal for the User's LNG inventory;
- (f) the pumping and regasification of LNG located in the Terminal;
- (g) transmission to and making available for delivery of Regasified LNG at the Regasified LNG Delivery Point;
- (h) the Flexibility Services;
- (i) the measurement and testing of LNG and Regasified LNG;
- (j) fiscal metering facilities;
- (k) electronic inventory tracking, nominations and Regasified LNG send out management system;
- (l) the administration of LNG Lending and Borrowing amongst Users and LNG inventory of each User; and
- (m) online information services to Users in accordance with clause 8.2.1.

(collectively, the “**Service**”).

### 3.2 Additional Services

3.2.1 From time to time, Terminal Operator and a User may agree that Terminal Operator will make available additional services to a User pursuant to the terms of a separate agreement entered into with respect to such additional services. That agreement shall be signed between the Terminal Operator and the User before the commencement of the service. Details of the available additional services are presented in Terminal Operator’s Website.

### 3.3 Charges

3.3.1 The tariff charged pursuant to the Contracts and the Tariff Code shall include all costs associated with providing the Service.

3.3.2 Subject to clause 3.2, Terminal Operator shall not be responsible for any charges and costs incurred by Users outside of the scope of the Service or outside the Boundary Limits of the Terminal, and each User shall be directly responsible for payment of such charges and costs.

## 4. **Capacity and Annual Plan**

### 4.1 Capacity reservation

4.1.1 Each Long-Term User shall reserve TUA Reserved Capacity pursuant to a TUA.

4.1.2 If an existing Long-Term User wishes to increase the total amount of such Long-Term User’s TUA Reserved Capacity to be used in the next Contract Year, such Long-Term User will have to either:

- (a) agree a revision of their existing TUA with Terminal Operator, as provided herein and in the relevant TUA, or
- (b) reserve Spot Cargo Service through an SCA.

### 4.2 Long-Term Users' entitlement to Reserved Capacity

4.2.1 Long-Term Users are entitled to request and receive in the Annual Plan:

- (a) an annual levelised Daily Planned Sendout up to the Long-Term User's TUA Reserved Capacity;

- (b) Upward Flex on certain Days, such request being granted in whole or in part subject to the rights and limitations as set out in this TAC and in the TC; and
  - (c) Downward Flex on any and all Days.
- 4.2.2 Once a Long-Term User has released Unused Capacity then such Long-Term User shall have no further rights in relation to such Unused Capacity for the next Contract Year. The Long-Term User will still be liable to the obligations arising from the TUA that has been executed between the Terminal Operator and the Long-Term User, for the total TUA Reserved Capacity subject to clause 4.2.3.
- 4.2.3 Such Unused Capacity can be subsequently sold by the Terminal Operator to another party but only once the Unreserved Capacity on any one day has been fully sold by the Terminal Operator, either as a Long-Term Service or a Spot Cargo Service. In case the Unused Capacity of any Long-Term User is sold by the Terminal Operator, that Long-Term User shall pay an administrative fee that will be described in the Tariff Code for such sale.
- 4.2.4 The nominations of a Long-Term User for Daily Planned Sendout for the next Contract Year shall not in any way affect the Long-Term User's TUA Reserved Capacity for subsequent Contract Years.
- 4.3 Annual Plan – Process
  - 4.3.1 Prior to the start of the Annual Plan process, not later than 31 of May each year, Terminal Operator shall provide to Long-Term Users:
    - (a) the Forecast Retainage for the next Contract Year;
    - (b) the Preliminary Terminal Maintenance Plan; and
    - (c) the precise calendar dates for the forthcoming Annual Plan process, in accordance with the milestones set out in this clause 4.3.
  - 4.3.2 The Annual Plan process will proceed in 4 stages, in the period commencing the beginning of June until the end of August, to prepare the Annual Plan for the next Contract Year (“**AP Process**”). The output of the process is a finalised Annual Plan for the next Contract Year:
    - (a) Stage 1 - Preliminary Annual Plan;

- (b) Stage 2 - Capacity allocation mechanism in systems downstream of the Terminal;
- (c) Stage 3 - Finalisation of Annual Plan; and
- (d) Stage 4 - Confirmation of Guarantee arrangements.

#### 4.3.3 Stage 1 - Preliminary Annual Plan

- (a) Long-Term Users are required to submit to Terminal Operator by 7<sup>th</sup> June:
  - (i) a preliminary Requested Annual Cargo Delivery Schedule (ReqACDS),
  - (ii) a preliminary Requested Send Out Schedule (ReqSOS), and
- (b) Terminal Operator will provide a first draft of a preliminary Annual Plan to each Long-Term User by 21<sup>st</sup> June. The preliminary Annual Plan will provide each Long-Term User with:
  - (i) a preliminary Daily Planned Sendout profile for that Long-Term User, being a preliminary Daily Planned Sendout for each day of the next Contract Year,
  - (ii) the preliminary LNG Cargo Slot dates for that Long-Term User,
  - (iii) the Forecast Retainage; and
  - (iv) initial feedback to that Long-Term User in relation to any Flexibility they may have requested in the ReqSOS noting that (a) if requests for Flexibility exceed available Terminal Capacity for a particular Day or Days then Terminal Operator may not be able to accommodate all requests for Flexibility, and, (b) Long-Term User requests for their TUA Reserved Capacity or for Downward Flex will be given priority before any requests for Upward Flex can be considered, and, (c) requests for Upward Flex will be prioritised in accordance with a process, to be defined in the TC.
- (c) Terminal Operator will provide the Terminal Maintenance Plan by 30<sup>th</sup> of June.

4.3.4 Stage 2 - Capacity allocation mechanism in systems downstream of the Terminal and firm submissions from Long-Term Users

- (a) By 31<sup>st</sup> July, Long-Term Users are required to submit to Terminal Operator:
  - (i) their revised ReqACDS and ReqSOS, consistent with the Downstream Rights they have secured pursuant to applicable capacity allocation mechanism ; and
  - (ii) such guarantee(s) as are required pursuant to the IUA (Annex A), to support Inter-User Guarantee requirements.
- (b) Should a Long-Term User not provide a guarantee in accordance with paragraph (ii) above by 31<sup>st</sup> of July then the Long-Term User will lose its right to its TUA Reserved Capacity for the next Contract Year (such lost TUA Reserved Capacity to be used in the calculation of Unused Capacity); however, such Long-Term User will still be required, pursuant to the TUA, to pay the Capacity Fees for that next Contract Year.

4.3.5 Stage 3 - Finalisation of the Annual Plan

- (a) Terminal Operator will review the revised ReqACDS and ReqSOS submitted by Long-Term Users.
- (b) During this review process, Terminal Operator will consult with Long-Term Users and
  - (i) may suggest possible amendments to their submitted revised ReqACDS and ReqSOS; and
  - (ii) will notify the User of the specific LNG Cargo Arrival Window for each AP LNG Cargo.
- (c) Terminal Operator will take into account Long-Term Users preference where practical and consistent with the Annual Plan Criteria.
- (d) Following the review process, the Terminal Operator, acting as prudent and reasonable operator, shall finalise the Annual Plan, subject to further amendments pursuant to clause 4.3.6, in its sole discretion without further amendments by a Long-Term User.

Furthermore, Terminal Operator may further optimise the AP through considering auction of individual slots. Terminal Operator will seek to issue the finalised Annual Plan to all Long-Term Users no later than 1<sup>st</sup> September.

4.3.6 Stage 4 - Confirmation of Guarantee arrangements.

- (a) Following issuance of the finalised Annual Plan, to the extent that a Long-Term User is required to issue a revised Inter-User Guarantee, such Long-Term User shall provide to Terminal Operator within fourteen (14) Days of such Annual Plan issuance ("**Guarantee Confirmation Deadline**"), a revised final form of the Inter-User Guarantee in compliance with the requirements under the IUA.
- (b) Should a Long-Term User fail to provide, to the extent required, a final form of Inter-User Guarantee by the Guarantee Confirmation Deadline, then such Long-Term User will lose its right to its TUA Reserved Capacity for the forthcoming Contract Year (such lost TUA Reserved Capacity to be used in the calculation of Unused Capacity); however, the Long-Term User will still be required, pursuant to the TUA, to pay the Capacity Fees for that forthcoming year.
- (c) In the event of such a failure of a Long-Term User as set out in subclause (b) above, Terminal Operator will revise the Annual Plan and provide an updated finalised Annual Plan to the other Long-Term Users by 30<sup>th</sup> September which shall account for the cancellation of Daily Planned Capacity for the Long-Term User that did not comply with the Inter-User Guarantee requirements.

4.4 Annual Plan – Long-Term User's Input

4.4.1 Preparation of Requested Send Out Schedule (ReqSOS)

- (a) Each Long-Term User shall specify its requested Daily Planned Sendout for each Day of the next Contract Year. Long-Term Users starting point is the TUA Reserved Capacity.
- (b) Long-Term Users may request variations to the TUA Reserved Capacity as follows:
  - (i) On any Day, a Long-Term User may request Downward Flex;

- (ii) On any Day, and provided that there is Unreserved Capacity for that Day as advised by the Terminal Operator during the Annual Plan process, a Long-Term User may request Upward Flex;
- (iii) The Flexibility requested by a Long-Term User pursuant to subclause (i) and (ii) above is available to be requested to the extent that for that Long-Term User the sum of such Long-Term User's requested AP Daily Planned Sendout for each Day in the Contract Year is less than or equal to the sum of such Long-Term User's TUA Reserved Capacity for each Day of the Contract Year; and
- (iv) A Long-Term User's Upward Flex requests must also indicate if the Long-Term User is willing to either: (a) accept modifications by Terminal Operator to the request, which will enable Terminal Operator to offer some but not all of the requested Upward Flex, or (b) not accept modifications so that the Upward Flex request is inflexible and should only either be accepted in full by Terminal Operator or be declined in full by Terminal Operator if unable to accommodate fully.

#### 4.4.2 Preparation of Requested Annual Cargo Delivery Schedule (ReqACDS)

- (a) Each Long-Term User shall specify the following information in such Long-Term User's ReqACDS:
  - (i) the number of LNG Cargos to be delivered in the next Contract Year;
  - (ii) the LNG volume (in m<sup>3</sup>) intended to be unloaded at the Terminal for each requested LNG Cargo, which volume shall not be greater than the Maximum LNG Cargo Size or less than the Minimum LNG Cargo Size;
  - (iii) the expected LNG Cargo Energy Content (in kWh) for each requested LNG Cargo; and
  - (iv) the requested month for each LNG Cargo Slot for delivery for each requested LNG Cargo.

- (b) LNG Cargo Slots requested should be reasonably and non-discriminatorily distributed to align with the ReqSOS.
- (c) Relationship between ReqACDS and ReqSOS: Each Long-Term User shall match its LNG Volumes Unloaded in the ReqACDS and its LNG Volumes Regasified in the ReqSOS.

#### 4.5 Criteria Guiding the Terminal Operator's Annual Plan determination

4.5.1 The Terminal Operator shall be guided in its preparation of the Annual Plan by the Annual Plan Criteria and shall act impartially when finalising both a preliminary Annual Plan and when finalising the Annual Plan. In the event of a request from RAE, the Terminal Operator shall brief RAE on the process and considerations that have shaped the finalised Annual Plan. The final Annual Plan shall be the sole decision of the Terminal Operator respecting the requirements of the TAC.

#### 4.6 Revision of Annual Plan by Terminal Operator

4.6.1 Provided that (i) all Long-Term Users comply with the LNG Cargo Slot Confirmed Schedule and, (ii) there are no unexpected downstream capacity constraints or Terminal Technical and Operational Constraints impacting the AP Daily Planned Sendout, and (iii) the Service is not suspended for a Long-Term User, then the Annual Plan shall not be revised following confirmation of the finalised Annual Plan at the end of the AP Process.

4.6.2 Notwithstanding clause 4.6.1, Terminal Operator may revise, including the cancellation of one or more AP LNG Cargos, and reissue the Annual Plan in respect of the remaining period of the applicable Contract Year, in the event of:

- (a) a Failed LNG Cargo Event;
- (b) any Terminal Technical and Operational Constraints or unexpected downstream constraints;
- (c) a Long-Term User failing to replace their Inter-User Guarantee in accordance with the IUA after it has been called upon;
- (d) the Service to a Long-Term User being suspended; or
- (e) a Long-Term User Termination Event.

- 4.6.3 In such a situation, Terminal Operator shall notify Long-Term Users as soon as reasonably possible when Terminal Operator has determined that such a revision will be necessary.

## 5. Post Annual Plan flexibility and secondary trading of Capacity

### 5.1 Secondary trading of capacity – Bilateral Trades

- 5.1.1 Following the finalisation of the Annual Plan, Long-Term Users may revise their Daily Planned Sendout for any Day of the Contract Year of such Annual Plan through Bilateral Trades as further described in this clause 5.

- 5.1.2 Such Bilateral Trades may be in the form of:

- (a) an exchange of Daily Planned Sendout (whereby the traded Daily Planned Sendout must be reciprocal and matching between the two parties to the trade); or
- (b) a transfer (sale) of Daily Planned Sendout.

Each Bilateral Trade must result in there being no net revision to the overall AP Daily Planned Sendout for all the Long-Term Users as set out in the Annual Plan.

- 5.1.3 Only Long-Term Users are permitted to sell their TUA Reserved Capacity via a CEA, but any User or any approved Third Party, may receive TUA Reserved Capacity via a CEA.
- 5.1.4 Spot Cargo Users are permitted to sell their SCA reserved capacity via a CEA.
- 5.1.5 Bilateral Trades involving a Third Party shall be subject to Terminal Operator approval in accordance with clause 5.3.

### 5.2 Capacity Exchange Agreement

- 5.2.1 Any secondary trade of Daily Planned Sendout shall be made pursuant to a CEA among such Users and Terminal Operator.
- 5.2.2 The CEA shall only permit trading of Daily Planned Sendout (being AP Daily Planned Sendout or Spot Daily Planned Sendout as the case may be ("**CEA Sendout**") and will not involve the trading of an AP LNG Cargo, Spot Cargo or an LNG Cargo Slot.

5.2.3 A User (as applicable) that intends to sell CEA Sendout (“**Original User**”) at all times shall retain the primary rights and obligations under its TUA, SCA and IUA (as applicable) with Terminal Operator and the corresponding rights and obligations under this TAC, save that the counterparty, purchasing the CEA Sendout (“**Capacity Exchange User**”), will be transferred the rights and obligations with respect to:

- (a) the Daily Planned Sendout transferred to a Capacity Exchange User under a CEA;
- (b) daily Nominations pursuant to clause 7.1.1;
- (c) operational notices with respect to the Daily Planned Sendout; and
- (d) such other informational exchange as may be required to enable Terminal Operator to comply with Applicable Law.

### 5.3 Bilateral trades with a Third Party

A bilateral trade with a Third Party shall only be permitted where the Third Party has received Terminal Operator’s prior approval to become a Capacity Exchange User for the purposes of the TAC. Such approval shall be contingent on the satisfaction of the requirements to be published on Terminal Operator’s Website. Such approval shall not be unreasonably withheld or delayed.

## 6. **Marketing of capacity and Spot cargos**

### 6.1 Marketing of Unreserved Capacity and Unused Capacity

6.1.1 Subject to clause 6.1.4, Terminal Operator may market Unreserved Capacity at any time as Long-Term Service through market-based arrangements (such as open season procedures or auctions or First-Come-First-Serve principle etc.).

6.1.2 Terminal Operator will market Terminal Capacity according to the following procedure:

- (a) Terminal Operator shall publish information on available Terminal Capacity and the available Spot LNG Cargo Slots in Terminal Operator’s Website or another publicly available electronic system at the start of each Contract Year, and shall promptly update the available Terminal Capacity throughout each Contract Year;

- (b) potential Users may submit a request for Long-Term Service or Spot Cargo Service as provided for in this TAC; and
  - (c) Users that reserve Long-Term Service that commence in the subsequent Contract Year must enter into a TUA prior to the date required in clause 6.2.1. Users that reserve a Spot Cargo Service must enter into a SCA prior to utilizing any Terminal Capacity.
- 6.1.3 Terminal Operator may package together Unreserved Capacity and Unused Capacity and may regularly market such capacity as Spot Cargo Service.
- 6.1.4 Terminal Operator shall not commit to Long-Term Service that have been requested to start either (i) in the current Contract Year, or (ii) in the next Contract Year once the Annual Plan process has started.
- 6.1.5 Following finalisation of the Annual Plan the Terminal Operator shall commence marketing as Spot Cargo Service any Unreserved Capacity and any Unused Capacity (arising from the completed Annual Plan process) for the next Contract Year.
- 6.1.6 Terminal Operator may actively market and commit to Spot Cargo Service at any time, excluding during the Annual Plan Process, for the next Contract Year.
- 6.1.7 Terminal Operator may actively market and commit to Spot Cargo Service, any Unused Capacity and any Unreserved Capacity at any time for the current Contract Year.
- 6.2 Entitlement to participate in the Annual Plan process
  - 6.2.1 New Users seeking to reserve Long-Term Services will have to enter into a binding TUA and all other required Contracts and TUA's Guarantees prior to the formal commencement of the Annual Plan process for the next Contract Year, and no later than 31 May of the Contract Year in which the Annual Plan process is beginning.
  - 6.2.2 New Users may access a Spot Cargo Service for the current and the next Contract Year pursuant to one or more SCAs and all required Contracts and Guarantees at any time.

### 6.3 Spot Cargo

- 6.3.1 Subject to this clause 6.3, Terminal Operator shall accept from a Spot Cargo User an LNG Cargo, which shall not be an AP LNG Cargo (“**Spot Cargo**”) at any time that there is both:
- (a) availability of Terminal Operator to provide a Spot LNG Cargo Slot; and
  - (b) adequate Unreserved Capacity and/or Unused Capacity and/or Peaking Capacity that the Terminal Operator has available at the time.
- 6.3.2 A Spot Cargo User will be required to enter into a SCA and provide any documentary requirements, including any Guarantee required under the SCA and confirmation of adequate Downstream Rights.
- 6.3.3 The LNG Cargo Volume and the Spot Daily Planned Sendout will be scheduled so as not to cause any changes to the Daily Planned Sendout for other Long-Term Users.
- 6.3.4 A Spot Cargo User will receive the LNG Cargo Volume in a period, which is subject to Terminal Technical and Operational Constraints. Such Spot Cargo User may be required to Borrow LNG before the Spot Cargo arrives at the Terminal. Such Spot Cargo User may be required to Lend LNG after the Spot Cargo arrives. Such Borrowing and Lending shall result in a net zero LNG Position in relation to such Spot Cargo User once all of the Spot Cargo Volume has been made available to the Spot Cargo User as Regasified LNG.
- 6.3.5 At least 10% of the aggregated on an annual basis Terminal Capacity shall be reserved for Spot Cargo Services and marketed through market-based arrangements (such as open season procedures or auctions or First-Come-First-Serve principle etc.) while always maximising the use of the Terminal.

## 7. **Nominations and Regasified LNG**

### 7.1 Nominations

- 7.1.1 Nominations – Annual Plan or SCA as applicable
- (a) Users are deemed to have issued daily nominations to Terminal Operator in accordance with the AP Daily Planned Sendout for each

Day under the finalised Annual Plan or SCA as applicable (“**Nominations**”).

- (b) Users are not required to submit daily, weekly or monthly nominations once the Annual Plan or SCA as applicable is finalized if their intended Daily Planned Sendout is in accordance with the Annual Plan Sendout Schedule or SCA as applicable.
- (c) Users are required to provide downstream counter party information and any other relevant information for each Day in accordance with the Interconnection Agreement.

#### 7.1.2 Revised Nominations – Flexibility Services and Bilateral Trades

In the case of a revision to one or more User’s Daily Planned Sendout that have been approved by Terminal Operator and which arose from the provision of Flexibility Services or Bilateral Trades, then a Revised Nomination request from such User(s) will be deemed to have been made and the approval of the Revised Nomination by the Terminal Operator will have been deemed to have been given.

#### 7.1.3 Revised Nominations – Timing

A User is entitled to request a Revised Nomination in respect of a Day, provided that such Revised Nomination is received no later than 15:00 prior to the start of such Day. Terminal Operator will notify the User by 17:00 if such Revised Nomination is accepted as an Approved Revised Nomination.

### 7.2 Downstream Rights

#### 7.2.1 Downstream Rights – Users

- (a) Users are required to have sufficient Downstream Rights that will enable their Daily Planned Sendout and their Prevailing Nomination to be accepted.
- (b) Terminal Operator will make available Regasified LNG to a User, but only to the extent of the Downstream Rights of that User, subject to Terminal Technical and Operational Constraints and the successful completion of the matching process with the Downstream Operator pursuant to the Interconnection Agreement.

7.2.2 Downstream coordination with the Downstream Operator

- (a) Terminal Operator and the Downstream Operator will exchange User nomination information, including any changes in the Prevailing Nomination, on a daily and hourly basis pursuant to the Interconnection Agreement to enable the matching of Terminal Operator nomination and Downstream Operator nomination in relation to each User.
- (b) Terminal Operator shall exercise its best endeavours to conclude in an Interconnection Agreement with the Downstream Operator:
  - (i) a common set of nomination adjustment rules in the event of a mismatch of nominations, and,
  - (ii) a common set of Regasified LNG allocation rules for the end of Day volume that has physically flowed.

7.3 Regasified LNG Allocations

- 7.3.1 Terminal Operator will maintain an ongoing account, for each User and for the Terminal operation as a whole, of Daily Actual Sendout attributable to each such User and for the Terminal as a whole. This information will be made available to each User in Terminal Operator's electronic system, on a daily basis.
- 7.3.2 The User will be allocated Regasified LNG in accordance with 7.2.2(b)(ii).
- 7.3.3 If, on a given Day, there is a disruption in communication between Terminal Operator and the Downstream Operator set out in clause 7.2.2, the actual Regasified LNG for such Day will be allocated to Users on a pro rata basis with reference to such Users' respective Prevailing Nomination.
- 7.3.4 Any variation in actual Regasified LNG for a given Day relative to the aggregate of all Users' Prevailing Nominations shall be allocated, for purposes of Regasified LNG accounting, among all Users in proportion to their respective Prevailing Nominations.
- 7.3.5 Any Evacuation Gas that arises from a Failed LNG Cargo Event will be allocated to the User causing the Failed LNG Cargo Event.

7.3.6 Any Evacuation Gas that arises from circumstances where a User has not secured the necessary Downstream Rights or does not have a matching nomination in accordance with the Interconnection Agreement will be allocated to the User that has caused the Evacuation Gas.

7.3.7 With the exception of clauses 7.3.5 and 7.3.6, Evacuation Gas will be allocated among all Users in proportion to their respective Prevailing Nominations on the day that the Evacuation Gas is delivered.

#### 7.4 Flexibility Services for Regasified LNG

7.4.1 All Flexibility Services under clause 7.4 are subject to the business rules provided under the Interconnection Agreement. Any Long-Term User making a Revision Request shall be required to secure the necessary Downstream Rights sufficient for the Revised Nomination.

##### 7.4.2 Daily Flexibility – Intracargo Swap between Long-Term Users

- (a) Long-Term Users may revise their Prevailing Nomination on one or more Days within an Intra Reserved Cargo Period through a matching swap, with another Long-Term User (“**Intracargo Swap**”).
- (b) In the event of an Intracargo Swap between Long-Term Users, each such User would swap matching and offsetting increases and reductions of their Prevailing Nomination for specific Days so that (i) the total Daily Planned Sendout for each Day for both Users under the Annual Plan Sendout Schedule within the Intra Reserved Cargo Period does not change, and (ii) each User’s sum of Prevailing Nominations in such Intra Reserved Cargo Period is unchanged.
- (c) The Users in relation to each Intracargo Swap shall provide to Terminal Operator an Intracargo Change Notification not later than 15:00 prior to the start of the Day in which the change in Sendout is required.

##### 7.4.3 Daily Flexibility – Intracargo standalone revision of sendout.

- (a) A Long-Term User may seek to unilaterally revise (upwards and downwards) its Prevailing Nomination on a number of Days within an Intra Reserved Cargo Period, provided that the sum of such Prevailing

Nominations in such Intra Reserved Cargo Period is unchanged (“**Intracargo Revision**”).

- (b) A Long-Term User requesting an Intracargo Revision shall provide to Terminal Operator an Intracargo Change Notification not later than 15:00 prior to the start of the Day in which the change is required, and not earlier than three Days prior to the start of the relevant Intra Reserved Cargo Period.
- (c) Upon receipt of such notification, Terminal Operator shall review the spare Capacity available and shall notify the Long-Term User if the Intracargo Revision can be accommodated.
- (d) For any period within the Intra Reserved Cargo Period, Terminal Operator shall consider requests for Intracargo Revisions on a first come first served basis. No request will be considered received by Terminal Operator more than three Days before the start of the Intra Reserved Cargo Period.
- (e) If a Long-Term User fails to meet the requirement in clause 7.4.1, then any Regasified LNG not accepted at the Regasified LNG Delivery Point as a result of such failure shall be treated as Evacuation Gas.

#### 7.4.4 Intraday Flexibility - bilateral swap between Long-Term Users

- (a) Long-Term Users may carry out bilateral swaps of all or part of their Daily Planned Sendout within a Day (“**Intraday Swap**”).
- (b) In the event of an Intraday Swap between Long-Term Users, each such User shall swap matching and offsetting increases and reductions of their Hourly Sendout within a Day so that the total Daily Planned Sendout within each User’s Annual Plan Sendout Schedule for such Day does not change.
- (c) The Users in relation to each Intraday Swap shall provide to Terminal Operator an Intraday Change Notification not later than two (2) hours prior to the start of the hour in which the change is required, and as may be otherwise required by the nomination process, pursuant to the Interconnection Agreement agreed with the Downstream Operator.

7.4.5 Intraday Flexibility – Standalone revision

- (a) A Long-Term User may seek to revise its Hourly Sendout (upwards and downwards) provided that the revision follows the Interconnection Agreement nomination schedule and that the sum of such revised Hourly Sendouts on such Day for that User is the same as the Prevailing Nomination for that User (“**Intraday Revision**”).
- (b) A requested Intraday Revision shall be deemed approved, provided that (i) the revised Hourly Sendout profile is confirmed through the matching process between the Downstream Operator and the Terminal Operator, pursuant to the Interconnection Agreement; (ii) there are no Terminal Technical and Operational Constraints; (iii) Terminal Operator, in its sole discretion, does not consider that the change poses a risk to the Prevailing Nomination for all Users; and (iv) the sum of all Users’ Hourly Sendout is not greater than Terminal Capacity and subject to Terminal Technical and Operational Constraints. In the absence of satisfaction of such provisions, the revision shall be rejected, and Terminal Operator will notify the requesting User to that effect.
- (c) If a User fails to meet the requirements in subclause 7.4.5(b), then any Regasified LNG not accepted at the Regasified LNG Delivery Point as a result of such failure shall be treated as Evacuation Gas.
- (d) The User in relation to each Intraday Change shall provide to Terminal Operator an Intraday Change Notification according to the Interconnection Agreement.

7.5 Terminal Operator unilateral revision of Daily Planned Sendout

7.5.1 Terminal Operator may, unilaterally, have to revise upwards or downwards one or more Users’ Prevailing Nominations, on short notice (a “**Terminal Operator Revised Sendout Event**”) if required to do so to manage constraints of the Terminal that may arise from one or more of:

- (a) changes in the timing of scheduled arrival of an AP LNG Cargo or a Spot Cargo, or
- (b) changes in the cargo size of a scheduled AP LNG Cargo or a Spot Cargo, or

- (c) any Terminal Technical and Operational Constraints, or
  - (d) a notification from the Downstream Operator which Terminal Operator is required to comply with,
  - (e) any other factor that may have a restrictive effect on the operation of the Terminal.
- 7.5.2 In such a Terminal Operator Revised Sendout Event, Terminal Operator will issue a Revised Sendout Notification as promptly as possible.
- 7.5.3 Terminal Operator may, acting as prudent and reasonable operator, at its own discretion, issue a Revised Sendout Notification that deviates more from the Prevailing Nominations for the User(s) that caused the Terminal Operator Revised Sendout Event and deviates less from the Prevailing Nominations for User(s) that did not cause the Terminal Operator Revised Sendout Event.
- 7.5.4 Upon receipt of a Revised Send Out Notification, Users will be required to secure the necessary Downstream Rights sufficient for such revision to the Prevailing Nomination.
- 7.5.5 If a User fails to meet the requirement in clause 7.5.4 then any volume of Regasified LNG not able to be accepted at the Regasified LNG Delivery Point as a result of this failure will be treated as Evacuation Gas.
- 7.5.6 Where Users are impacted solely as a result of a Terminal Operator action resulting in a Terminal Operator Revised Sendout Event then the mitigation of such impacts are addressed in the TUA.
- 7.5.7 Where Users are impacted as a result of a User's action resulting in a Terminal Operator Revised Sendout Event then the mitigation of such impacts are addressed in clause 9.3 and in the TUA.

## 7.6 Evacuation Gas

- 7.6.1 In the event of Evacuation Gas arising, Terminal Operator shall seek to make available at the Regasified LNG Delivery Point and arrange for the Downstream Operator to accept delivery of such volumes of Evacuation Gas prior to the arrival of the next AP LNG Cargo.
- 7.6.2 The events that can lead to Evacuation Gas are as follows:

- (a) a User that lacks adequate Downstream Rights to accommodate such User's Prevailing Nomination; or
- (b) a User that lacks a matching nomination agreed with the Downstream Operator for that Day that could impact the transportation of the User's Regasified LNG on the Downstream System; or
- (c) the requirement to keep the Terminal's safety and integrity due to any technical and/or operational reason.

7.6.3 Terminal Operator shall have the right (from time-to-time) to sell (or otherwise dispose of) any Evacuation Gas. Terminal Operator will seek to use any reasonably available market solutions to sell the Evacuation Gas for a fair market price given the circumstances, which may include a requirement for swift action with a potentially adverse effect on price.

7.6.4 In case of the Evacuation Gas the net proceeds, after deducting costs, from the sale of the Evacuation Gas will be paid to the Users in proportion to their allocation of Evacuation Gas in accordance with clause 7.3.

7.6.5 Each User's net LNG Position will be adjusted by the amount (kWh) of the Evacuation Gas allocated to such User pursuant to clause 7.3.

## **8. LNG Lending and Borrowing**

### **8.1 Lending and Borrowing framework**

8.1.1 A Long-Term User or a Spot Cargo User who has delivered an LNG cargo shall Lend LNG from that cargo to the other Long-Term Users and Spot Cargo Users to meet such Users' Prevailing Nomination pursuant to the Contracts.

8.1.2 All Long-Term Users and Spot Cargo Users shall Borrow LNG from other Long-Term Users and Spot Cargo Users (as the case may be) in order to receive their Daily Planned Sendout.

8.1.3 To enable and govern the LNG Borrowing and Lending, all Long-Term Users and Spot Cargo Users will be required to enter into the IUA attached hereto in Annex A.

8.2 Lending and Borrowing administration

- 8.2.1 Terminal Operator will maintain an ongoing account of every User's LNG Position and communicate the information regularly to each User. This information will be made available in Terminal Operator's electronic system on a daily basis and in accordance with clause 13.7.
- 8.2.2 At the end of the Contract Year, Terminal Operator will issue to each Long-Term User and Spot Cargo User the balance of their Terminal User's Account. This statement will advise each Long-Term User and Spot Cargo User of their LNG Position as of the start and end of the Contract Year and specify whether such Long-Term User or Spot Cargo Users has been a net Lender or net Borrower of LNG during such Contract Year. The Terminal User's Account will also document the Actual Retainage that occurred within the Terminal. The calculation formula of the Terminal User's Account is described in the TUA.
- 8.2.3 The LNG Positions' differences at the end of the Contract Year can arise from:
- (a) variation in LNG Cargo Energy Content,
  - (b) variation in LNG Cargo Volume,
  - (c) LNG volumes in the LNG storage at start and end of year due to LNG Cargos only partially sent out across start and end of the Contract Year,
  - (d) Actual Retainage when compared to the Forecast Retainage.
  - (e) LNG volumes that correspond to Failed LNG Cargo Events not having been fully mitigated.
  - (f) which is variation in Regasified LNG made available and arising from a Terminal Operator's Revised Send Out Event.
- 8.2.4 The settlement of the difference between the Forecast Retainage and the Actual Retainage will take place annually at the end of the Contract Year. Any such difference will be allocated to the Terminal User's Accounts. Following the conclusion of the reconciliation of the Users' LNG Positions, for those Users who close the Contract Year with a positive Terminal User's Account, such positive balance will be credited to their Terminal User's Account for the subsequent Contract Year. Such positive balance will be used to cover the portion of Forecast Retainage of any such User for the subsequent Contract

Year. If, at the last day of the Term, a Terminal User has title of LNG in-tank, that has been the result of the difference between the Forecast Retainage and the Actual Retainage, then such User shall be invited to execute an SCA to this amount, in accordance with the IUA, at no charge.

### 8.3 Reconciliation of LNG Positions

8.3.1 At the end of each Contract Year, each Long-Term User or Spot Cargo Users shall be obligated to pay, in the case of Long-Term Users or Spot Cargo Users that are net Borrowers, or be entitled to receive, in the case of Long-Term Users or Spot Cargo Users that are net Lenders, a monetary amount (“**LNG Reconciliation Value**”) denominated in Euros (€) and calculated in accordance with the IUA, representing their LNG Position at the end of that Contract Year.

## 9. **LNG Cargo deliveries and Failed LNG Cargo events**

### 9.1 LNG Cargo delivery obligation

9.1.1 Each Long-Term User is obliged to deliver the LNG Cargos assigned to that Long-Term User in accordance with the LNG Cargo Slot Confirmed Schedule.

9.1.2 For each LNG Cargo Slot or Spot LNG Cargo Slot (as the case may be), Users have a unique delivery window made up of:

- (a) the LNG Cargo Arrival Window; and
- (b) the LNG Unloading Window.

9.1.3 For an LNG Cargo to be considered as having arrived at the Terminal, the following two events must occur:

- (a) the LNG Carrier is present at the Pilot Boarding Station; and
- (b) the master of the LNG Carrier provides to Terminal Operator the Notice of Readiness in compliance with clause 10.4.6 that confirms the LNG Carrier is ready to berth and be offloaded.

### 9.2 Failed LNG Cargo Event

9.2.1 If a User is not able to fulfil all of the following:

- (a) arrival of an LNG Cargo within the LNG Cargo Arrival Window;

- (b) completion of the LNG unloading process prior to the conclusion of the greater of (i) LNG Unloading Window (provided such failure to complete the LNG unloading process is partially or wholly attributable to User) and (ii) User Extended LNG Unloading Window;
- (c) an LNG Cargo with a volume (in m<sup>3</sup>) that does not differ from the LNG Cargo Volume by more than the Allowable Volume Tolerance;
- (d) an LNG Cargo with an energy content (in kWh) that does not differ from the LNG Cargo Energy Content by more than the Allowable Energy Tolerance; and
- (e) the LNG to be or has been unloaded by or on behalf of a User at the LNG Receipt Point complies with the LNG Specification; and

then subject to 9.2.3 such User is a “**Defaulting User**” and shall be deemed to have caused a Failed LNG Cargo Event, and the respective LNG Cargo shall be deemed a “**Failed LNG Cargo**”.

- 9.2.2 In the event that a User (as applicable in this context) anticipates that an AP LNG Cargo or a Spot Cargo will be deemed a Failed LNG Cargo pursuant to clause 9.2.1, User shall notify the Terminal Operator as soon as practicable.
- 9.2.3 Upon Terminal Operator being notified by a User pursuant to clause 9.2.2, that an LNG Cargo is likely to be deemed a Failed LNG Cargo or otherwise result in a Failed LNG Cargo Event, the Terminal Operator may, in its absolute discretion, reject such LNG Cargo, in which case Terminal Operator shall issue to the relevant User a Failed LNG Cargo Event Notice in respect of such LNG Cargo and deem such User to be a Defaulting User.
- 9.2.4 Once a Failed LNG Cargo Event and/or a Terminal Operator Revised Sendout Event has occurred and this may have an impact on other Users, then Terminal Operator will issue a notification to Users to update such Users on the steps that the Terminal Operator is taking to mitigate the impact on the Users.
- 9.2.5 Before the Prevailing Nominations of the other Users are reduced, the Prevailing Nomination of the relevant User that has caused the Failed LNG Cargo Event will be reduced by up to the full amount of the Prevailing Nomination for the period until the next AP LNG Cargo.

- 9.2.6 If a User (as applicable in this context) expects to deliver an AP LNG Cargo or Spot LNG Cargo Slot (as the case may be) of a larger volume or energy content than the corresponding cargo volume or energy content specified in the LNG Cargo Slot Confirmed Schedule or the Spot LNG Cargo Slot Confirmed Schedule, then Terminal Operator will seek to accept such LNG Cargo, subject to any applicable limitations of the Terminal Technical and Operational Constraints.
- 9.2.7 In the event that Terminal Operator accepts, pursuant to clause 9.2.6, an LNG Cargo of larger volume or energy content than the corresponding cargo volume or energy content specified in the LNG Cargo Slot Confirmed Schedule or the Spot LNG Cargo Slot Confirmed Schedule (as applicable), then (i) Terminal Operator shall not be liable for demurrage with respect to such LNG Cargo, and (ii) Terminal Operator may deliver higher levels of Regasified LNG than scheduled for that User in accordance with clause 7.5. Any such additional Regasified LNG will be treated as Evacuation Gas in the event that the User fails to either: (i) issue a Revised Nomination for such additional quantity, or (ii) secure the necessary additional Downstream Rights in relation to such additional quantity.
- 9.2.8 Terminal Operator will prepare and deliver to the relevant User a statement of account for each Failed LNG Cargo Event.

9.3 Mitigation of Failed LNG Cargo Event

- 9.3.1 Terminal Operator shall act to mitigate the impact of a Failed LNG Cargo Event on other Users, and to protect the LNG storage level from falling below LNG Operational Heel.
- 9.3.2 In fulfilling its obligations under clause 9.3.1, Terminal Operator may choose either one or a combination of the following mitigation actions (“**Mitigation Actions**”):
- (a) purchasing Replacement LNG;
  - (b) purchasing Replacement Gas from the Downstream System;
  - (c) reducing Daily Planned Sendout below the levels set out in the Annual Plan or SCA as applicable and increasing the Daily Planned Sendout at a later time (“**Deferred Gas**”);

- (d) reducing Daily Planned Sendout below the levels expected in the Annual Plan or SCA as applicable, without replacing the Regasified LNG later ("**Cancelled Gas**"); and
- (e) inviting other Users to deliver a Rescheduled Cargo.

#### 9.4 Results of Mitigation Actions

- 9.4.1 In the event that the Mitigation Funds available under Inter-User Guarantee are sufficient to purchase Replacement LNG or Replacement Gas and it is possible to purchase sufficient Replacement LNG or Replacement Gas, then the overall volume of Gas to be received by an individual User for the Annual Plan or SCA as applicable should not be affected, provided, however, that Terminal Operator shall issue to the relevant User(s) Revised Sendout Notifications in respect of Deferred Gas resulting from the timing of the arrival of the Replacement LNG or Replacement Gas differing from the schedule set out in the Annual Plan. To the extent of such Deferred Gas, Terminal Operator will pay on behalf of the Defaulting User Deferred Gas Compensation to the affected User(s) in accordance with the IUA.
- 9.4.2 In the event that the Mitigation Funds are not sufficient to provide Replacement LNG or Replacement Gas, then any affected Users during the period the Regasified LNG from the Failed LNG Cargo was to be made available will have its Prevailing Nominations materially reduced in the manner deemed necessary by Terminal Operator. In such an event, Terminal Operator will pay on behalf of the Defaulting User to the other Users either Deferred Gas Compensation or Cancelled Gas Compensation in accordance with the IUA.
- 9.4.3 In the event that of a Failed LNG Cargo Event giving rise to either Cancelled Gas or Deferred Gas, Terminal Operator may elect to reduce Prevailing Nominations from and after the time at which Terminal Operator receives notification from a User that a Failed LNG Cargo Event is expected to occur. Any such reduction in Prevailing Nominations will first be applied to the Daily Planned Sendout of the Defaulting User. If reduction of all Daily Planned Sendout from Defaulting User is insufficient to both (i) compensate for the change in LNG not supplied by the Defaulting User and (ii) comply with Terminal Technical and Operational Constraints, then Terminal Operator shall reduce the Daily Planned Sendout of all other Users on a pro rata basis.

9.5 Funding of Mitigation Actions

- 9.5.1 The Defaulting User is responsible to cover the costs, in accordance with the IUA, of the Mitigation Action(s) elected by Terminal Operator to address the relevant Failed LNG Cargo Event.
- 9.5.2 In the event of a Failed LNG Cargo Event, Terminal Operator, acting as prudent and reasonable operator, will be entitled to draw Mitigation Funds from the Inter-User Guarantee of the Defaulting User as set forth in the IUA.
- 9.5.3 Such Mitigation Funds may be applied to the following costs, as applicable:
- (a) any costs to purchase Replacement LNG,
  - (b) any costs to purchase Replacement Gas,
  - (c) the cost of Deferred Gas Compensation to be paid to Impacted Users as calculated in accordance with the IUA,
  - (d) the cost of Cancelled Gas Compensation to be paid to Impacted Users as calculated in accordance with the IUA,
  - (e) any costs of Rescheduled Cargos, and
  - (f) any Failed LNG Cargo Terminal Operational Costs.

9.6 Terminal Operator purchase of Replacement LNG and Replacement Gas

- 9.6.1 Terminal Operator will maintain in place adequate Master LNG Sale and Purchase Agreements and Master Gas Purchase Agreements so that procurement and delivery of Replacement LNG or Replacement Gas can be undertaken at short notice.
- 9.6.2 Terminal Operator will systematically seek a minimum of three offers when considering Replacement LNG and Replacement Gas (to the extent three offerors are available and willing to provide offers) and may accept the best offer taking into consideration all relevant factors, including but not limited to quantity, time of delivery, and price.

## 10. Terminal Use

### 10.1 Terminal Condition

#### 10.1.1 Terminal Operator

- (a) Terminal Operator shall, at all times, maintain and operate (or cause to be provided, maintained and operated) the Terminal in accordance with:
  - (i) International LNG Terminal Standards;
  - (ii) the Terminal Operator's Licence;
  - (iii) Applicable Law;
  - (iv) Greek Regulatory Requirements; and
  - (v) to the extent not inconsistent with International LNG Terminal Standards, such practices as are generally followed in the LNG industry by Reasonable and Prudent Operators of similarly-configured LNG receiving and regasification terminals.

### 10.2 Marine Operations Manual

10.2.1 Terminal Operator shall, not later than 6 months prior to the start of commercial operations of the Terminal, provide each User with the Marine Operations Manual ("**Marine Operations Manual**" or "**MOM**"), which shall be consistent with: (i) International LNG Carrier Standards; and (ii) this TAC (and for the avoidance of doubt, in the event that any conflict arises between the TAC and the Marine Operations Manual, the terms of the TAC shall prevail).

10.2.2 The MOM shall include, inter alia:

- (a) Overview of the Terminal;
- (b) Approved LNG Carrier Procedure;
- (c) Safety Management System;
- (d) Security Statement;
- (e) Communications;

- (f) Procedures for Emergency Management;
- (g) Anchorage and Port Regulations;
- (h) Details of the Pilot Services available;
- (i) Details of the Tugboat Services available;
- (j) Weather Conditions;
- (k) Contamination and Environment;
- (l) Operational Parameters and Limits;
- (m) Arrival and Approach Information;
- (n) Berthing and STS Unloading Procedures; and
- (o) Marine Operations Checklists.

10.2.3 The Terminal Operator and each User shall comply in every respect with the MOM and with any amendments thereto.

10.2.4 Each User shall procure that its LNG Carriers and each LNG Carrier Operator appointed by such User shall comply in every respect with the MOM and with any amendments thereto.

10.2.5 Amendment to Marine Operations Manual

- (a) Subject to clause 10.2.5(b), Terminal Operator may amend the MOM from time to time for the purpose of one or more of the following:
  - (i) conforming it to applicable International Standards;
  - (ii) conforming it to changes in Applicable Law;
  - (iii) adjusting it to technical modifications of the Terminal;
  - (iv) improving operations of the Terminal; and
  - (v) any other amendment deemed necessary by the Terminal Operator, acting as a Reasonable and Prudent Operator.
- (b) In the event that Terminal Operator desires to amend the MOM pursuant to clause 10.2.5(a), Terminal Operator shall issue a notice to

each User, specifying the proposed amendment in reasonable detail, and provide each User with an opportunity to comment during a consultation period of at least 60 days, to be specified in such notice. During such consultation period, Terminal Operator shall invite Users to meet with Terminal Operator and discuss in good faith such proposed amendment.

- (c) Users may propose for Terminal Operator's consideration amendments to the MOM. Terminal Operator may determine, in its sole discretion acting as a Reasonable and Prudent Operator, that any such User-proposed amendment merits further consideration, in which case Terminal Operator shall issue a notice to each User specifying such proposed amendment, and the provisions of clause 10.2.5(b) shall apply to such proposed amendment.
- (d) Following the consultation period in respect of a proposed amendment, Terminal Operator shall determine whether to implement such amendment, subject to any modifications arising out of the consultation process, acting as a Reasonable and Prudent Operator.
- (e) Terminal Operator shall notify the Users of accepted and rejected amendments and make available to Users a final copy of any amendment to the Marine Operations Manual thereto promptly after any such amendment has been finalised, specifying the effective date of any such accepted amendment.

### 10.3 LNG Carriers

- 10.3.1 Each User shall be responsible for the transportation of LNG from the Loading Port to the Terminal and shall cause each LNG Carrier used or to be used by such User in such transportation to comply with the requirements of this TAC in all respects.
- 10.3.2 Terminal Operator shall maintain a register and publish on its Website a list of LNG Carriers that are approved for the purposes of using the Terminal ("**Approved LNG Carrier**").
- 10.3.3 Terminal Operator and each User shall exchange such information as is necessary to enable each User to ensure that each of such User's LNG

Carrier(s) qualifies as an Approved LNG Carrier and otherwise satisfies the LNG Carrier Operating Requirements.

#### 10.3.4 Proposing an LNG Carrier

- (a) A ship compatibility study is required to be carried out, at Users costs, by the Terminal Operator for an LNG Carrier that is not already an Approved LNG Carrier. The studies are to determine and assure the compatibility of a given LNG Carrier to berth, connect and unload LNG to the Terminal.
- (b) User shall, prior to proposing an LNG Carrier for use at the Terminal as an Approved LNG Carrier, schedule a ship compatibility study and meeting between User, representatives of the vessel operator and Terminal Operator's representatives. The meeting shall, unless otherwise agreed, be conducted at Terminal Operator's offices to evaluate the compatibility of the LNG Carrier with the Terminal's facilities and shall examine berth, ship-shore interfaces, LNG offloading, safety and communications items in relation to the LNG Carrier and the Terminal. Prior to such a ship compatibility meeting, the User shall provide in writing to Terminal Operator the information labelled LNG Carrier Compatibility Information Provision Requirements and set out in on its Website.
- (c) As soon as reasonably practical, but in no event later than fourteen (14) days after the later of either (i) receipt of all the information from the User required in the LNG Carrier Compatibility Information Provision Requirements as defined on the Website, or (ii) the meeting set out in clause 10.3.4(b), the Terminal Operator shall notify the User in writing whether such LNG Carrier meets the compatibility requirements necessary for use of such LNG Carrier by the User for delivery of LNG at the Terminal.

#### 10.3.5 LNG Carrier Ship Inspection Report Programme (SIRE) Inspection

- (a) User shall cause each LNG Carrier nominated by User to be inspected by SIRE accredited inspectors at User's sole cost and expense in accordance with the frequency of inspections as set out in the LNG Carrier Technical Requirements document labelled as such and available on the Website. Any material deficiencies noted in a SIRE

inspection report shall be a reason for the Terminal Operator to determine that an LNG carrier does not meet or ceases to meet the requirements to be an Approved LNG Carrier.

- (b) Terminal Operator's representatives shall, with the consent of the LNG Carrier's Master (such consent User shall cause not to be unreasonably withheld or delayed), have the right to board any LNG Carrier on arrival at the Pilot Boarding Station to or while it is berthed at the Terminal for the sole purpose of conducting a visual inspection of such LNG Carrier in the presence of a designated crew member escort for purposes of confirming the accuracy of any information contained in the report of any SIRE accredited inspector provided to Terminal Operator in accordance with clause 10.3.5(a); provided, however, that any such inspection shall not delay the berthing or unloading of such LNG Carrier or unreasonably impede User's operations.
- (c) A list of remarks and/or deficiencies arising from the inspection conducted in accordance with clause 10.3.5(b), if any, shall be immediately provided to the Master of the LNG Carrier at the conclusion of the inspection. The list of the remarks and deficiencies shall also be provided to User.
- (d) No inspection (or lack thereof) of an LNG Carrier hereunder shall:
  - (i) modify or amend a User's obligations, representations, warranties and covenants under this TAC; or
  - (ii) constitute an acceptance or waiver by Terminal Operator of User's obligations under this TAC.

10.3.6 Users shall ensure, pursuant to the TUA and the Marine Operations Manual, and at no cost to Terminal Operator, that each of the LNG Carriers that a User proposes to use and does use:

- (a) is registered with Terminal Operator as an Approved LNG Carrier;
- (b) satisfies all Greek Regulatory Requirements including securing all Approvals from all Governmental Authorities and Port Authorities;

- (c) promptly responds to and complies with any instructions, including notices of violation or non-compliance or potential non-compliance, issued by any relevant Government authority;
  - (d) except as otherwise agreed in writing by the Parties, is fully compatible with the Terminal in the Marine Operations Manual and the requirements set forth in the LNG Carrier Technical Requirements document labelled as such and available on the Website; and
  - (e) complies with any reasonable additional requirements imposed by Terminal Operator in respect of LNG vessels from time-to-time.
- 10.3.7 Should an LNG Carrier fail materially to be compatible with LNG Carrier Operating Requirements then such LNG Carrier shall no longer be deemed to be an Approved LNG Carrier. Terminal Operator shall promptly provide to User a written report describing the reason. The User shall not employ such LNG Carrier until such time as it has been modified to be so compatible and has again received written confirmation from Terminal Operator that such LNG Carrier is an Approved LNG Carrier.
- 10.3.8 Without prejudice to any other rights and remedies under the TUA or arising by law or otherwise, Terminal Operator shall have the right to reject any LNG Carrier that User intends to use to deliver LNG to the Terminal if such LNG Carrier does not comply with the provisions of this TAC, provided, however, that:
  - (a) neither the exercise nor the non-exercise of such right shall reduce the responsibility of User to Terminal Operator in respect of such LNG Carrier and its operation, nor increase Terminal Operator's responsibilities, if any, to User for the same; and
  - (b) User's obligations under the TUA shall not be excused or suspended by reason of User's inability (pursuant to the foregoing) to use an LNG Carrier as an Approved LNG Carrier.
- 10.3.9 User shall, if requested by Terminal Operator, promptly remove (or cause to be promptly removed) any such LNG Carrier that no longer qualifies as an Approved LNG Carrier from the Terminal.

- 10.3.10 User shall notify Terminal Operator as soon as practicable if for any reason any LNG Carrier ceases to be compatible with the Terminal (whether as a result of any modification to the LNG Carrier or to the Terminal or otherwise).

10.4 LNG Carrier Arrival, Berthing and Departure

10.4.1 LNG Cargo Arrival Window

Pursuant to the LNG Cargo Slot Confirmed Schedule or the Spot LNG Cargo Slot Confirmed Schedule (as applicable) each AP LNG Cargo or Spot Cargo shall have an approved LNG Cargo Arrival Window.

10.4.2 Departure Notice

No later than one (1) month prior to the LNG Cargo Arrival Window the User (as applicable in this context) shall provide a notice ("**Departure Notice**") to Terminal Operator containing the Departure Notice Information to the extent that such information is different from the information in the Annual Plan or the SCA as applicable.

10.4.3 LNG Cargo Notices

- (a) User shall, in addition to the Departure Notice under clause 10.4.2 give, or cause the Master of the LNG Carrier to give, to Terminal Operator the following notices with respect to each LNG Cargo to be delivered under this TAC:
- (i) a first notice ("**First Notice**"), which shall be sent five (5) days before the departure of the LNG Carrier from the Loading Port and which shall set forth the time and date that loading is expected, the quantity (expressed in kWh) and the volume (expressed in cubic metres) of LNG expected to be loaded on board the LNG Carrier, the estimated time of arrival of the LNG Carrier at the Pilot Boarding Station ("**ETA**"), any operational deficiencies in the LNG Carrier that may affect its performance at the Terminal or berth and the LNG Characteristics Information in respect of the characteristics of LNG comprising its LNG Cargo as determined at the time of loading.

- (ii) a second notice (“**Second Notice**”) which shall be sent upon the departure of the LNG Carrier from the Loading Port and which shall set forth any changes the ETA and the quantity (expressed in kWh and the volume (expressed in cubic metres) of LNG loaded on board the LNG Carrier as measured at the time of loading.
  - (iii) a third notice (“**Third Notice**”), which shall be sent forty-eight (48) hours prior to the ETA set forth in the First Notice, confirming or amending such ETA and if, thereafter, such ETA changes by more than three (3) hours, User shall give promptly, or cause the Master of the LNG Carrier to give promptly, to Terminal Operator notice of the corrected ETA;
  - (iv) a fourth notice (“**Fourth Notice**”), which shall be sent twenty-four (24) hours prior to the ETA set forth in the Second Notice, confirming or amending such ETA. If, thereafter, such ETA changes by more than one (1) hour, User shall give promptly, or cause the Master of the LNG Carrier to give promptly, to Terminal Operator notice of the corrected ETA;
  - (v) a fifth notice (“**Fifth Notice**”), which shall be sent six (6) hours prior to the ETA set forth in the Third Notice, confirming or amending such ETA; and
  - (vi) a Notice of Readiness as detailed in clause 10.4.5.
- (b) User shall notify, or cause the Master of the LNG Carrier to notify, Terminal Operator as soon as practicable of any material change in any of the foregoing notifications. Terminal Operator’s receipt (and any confirmation thereof) of the information contained in any Departure Notice shall be for operational notification purposes only and shall not constitute an amendment or modification of any of User’s obligations under a TUA and shall be without prejudice to Terminal Operator’s right to require compliance by User with any and all of the provisions of the TAC.

#### 10.4.4 Notice of Cancellation

- (a) User shall notify Terminal Operator as soon as practicable of any cancellation of the planned arrival and unloading of any LNG Carrier

that has been included in the Annual Plan or that has issued a Departure Notice.

10.4.5 Notice of change in LNG Cargo Volume

- (a) If, subsequent to issuing the Departure Notice, User anticipates a change, by way of either increase or decrease, of more than the Allowable Volume Tolerance, in the LNG Cargo Volume, or of more than the Allowable Energy Tolerance, in the LNG Cargo Energy Content, for a particular LNG Cargo, User shall, promptly provide notice thereof to Terminal Operator and include in such notice User's new estimate of the LNG Cargo Volume or LNG Cargo Energy Content.

10.4.6 Notice of Readiness: Issuance

- (a) The issuance of the Notice of Readiness for an LNG Carrier is subject to:
  - (i) any applicable restrictions, including any night-time transit restrictions, imposed by Governmental Authorities or Pilots, or night-time berthing restrictions imposed pursuant to the TAC;
  - (ii) such LNG Carrier has received all relevant port and security clearances (except those clearances which will be received after such LNG Carrier leaves the Pilot Boarding Station pursuant to applicable port procedures);
  - (iii) such LNG Carrier is ready to proceed to berth;
  - (iv) such LNG Carrier is ready to transfer cargo.

10.4.7 Notice of Readiness: Effectiveness

- (a) A Notice of Readiness given under clause 10.4.6 shall become effective as follows:
  - (i) for an LNG Carrier arriving at the Pilot Boarding Station at any time before 07:00 hours on the day of the LNG Cargo Arrival Window allocated to such LNG Carrier, a Notice of Readiness shall be deemed effective at 07:00 hours on the day of the LNG Cargo Arrival Window; or

- (ii) for an LNG Carrier arriving at the Pilot Boarding Station at any time during the LNG Cargo Arrival Window allocated to such LNG Carrier, a Notice of Readiness shall become effective at the time of its issuance; or
- (iii) for an LNG Carrier which was required to leave the berth for reasons that would have justified an extension to LNG Unloading Window pursuant to clause 10.5.2 and then returned to the berth, a Notice of Readiness shall become effective upon Terminal Operator's notice to the LNG Carrier that it is ready to again receive the LNG Carrier at the LNG unloading berth.

#### 10.4.8 Berthing and Right to refuse Berthing

##### (a) Berthing General Rule

- (i) Terminal Operator shall berth an LNG Carrier arriving before or during its LNG Cargo Arrival Window at the first opportunity that Terminal Operator determines such LNG Carrier will not interfere with operations and will not interfere with the scheduled arrival or departure of another LNG Carrier.
- (ii) User shall cause the LNG Carrier to be berthed safely and expeditiously at the berth, and Terminal Operator shall reasonably cooperate in such berthing.

##### (b) Right to Refuse Berthing

- (i) If an LNG Carrier arrives not ready to unload for any reason, Terminal Operator may refuse to allow it to berth. Terminal Operator shall have the right to delay berthing of the LNG Carrier for any of the reasons set forth in clause 10 or failure to comply with the requirements of the LNG Carrier Operating Requirements.
- (ii) Terminal Operator is entitled to reject to berth and offload an LNG Carrier on the issuance of a Notice of Readiness before or after its LNG Cargo Arrival Window.

- (iii) Terminal Operator may, despite being entitled to refuse to berth a late LNG Carrier, allow such LNG Carrier, but the LNG Cargo will be treated as a Failed LNG Cargo Event and subject to clause 9.2, as well as reimburse Terminal Operator for any and all damages the Terminal Operator incurs as a result thereof, including amounts Terminal Operator becomes contractually obligated to pay as demurrage to any other User; provided, however, that Terminal Operator shall exercise reasonable efforts to mitigate such damages.

#### 10.4.9 Safety

- (a) Notwithstanding any other provisions of this TAC, the TUA, or the Marine Operations Manual, Terminal Operator may refuse to allow any LNG Carrier (whether an Approved LNG Carrier or not) to berth if acting as a Reasonable and Prudent Operator, Terminal Operator determines that the berthing of such LNG Carrier would adversely affect the safe operations of the Terminal.

#### 10.4.10 Notice to Proceed to Berth

- (a) As soon as reasonably practicable following the issuance of the Notice of Readiness, as long as the LNG Carrier satisfies the applicable requirements under clauses 10.3 and 10.4, and User is in compliance with the provisions of the Contracts, as applicable, Terminal Operator shall issue to the LNG Carrier a Notice to Proceed to the berth.

#### 10.4.11 Requirement to Leave the Berth

- (a) Terminal Operator may, after using its reasonable endeavours to permit an LNG Carrier to remain at the berth, direct an LNG Carrier to leave the berth and proceed to anchorage after becoming All Fast, prior to initiating commencement of unloading or prior to achieving completion of unloading (and completion of necessary pre-departure activities) if:
  - (i) an LNG Carrier is not ready for unloading and commencement of unloading is not expected to start within nine (9) hours;

- (ii) the unloading process is interrupted for more than nine (9) hours for reasons that do not justify an extension of LNG Unloading Window pursuant to clause 10.5.2 or 10.5.3; or
  - (iii) completion of unloading (and completion of necessary pre-departure activities) of the LNG Carrier has not been nor can reasonably be expected to be achieved within the LNG Unloading Window, for reasons that do not justify an extension of LNG Unloading Window pursuant to clause 10.5.2 or 10.5.3.
- (b) Notwithstanding any provision of this TAC to the contrary, Terminal Operator may direct an LNG Carrier to leave the berth and proceed to anchorage at any time if Terminal Operator determines, acting as a Reasonable and Prudent Operator:
  - (i) that the continued berthing of such LNG Carrier or unloading of its LNG Cargo would adversely affect the safe or efficient operations of the Terminal; or
  - (ii) there is an emergency or serious threat of any emergency at or in the vicinity of the Terminal.

#### 10.4.12 Return to Berth

- (a) If an LNG Carrier has not been allowed to berth (or has vacated the Terminal berth and proceeded to sea pursuant to clause 10.4.11 and such LNG vessel is then ready for unloading, then the User shall, if Terminal Operator approves the LNG Carrier to return to the berth, serve a Notice of Readiness (which supersedes any previous Notice of Readiness). Upon the reberthing of any LNG Carrier which has vacated the Terminal berth pursuant to clause 10.4.11 for reasons not solely attributable to Terminal Operator, the User shall be responsible for any actual costs incurred by Terminal Operator and the LNG Cargo shall be a Failed LNG Cargo Event as a result of such vacation and reberthing.

#### 10.4.13 LNG Carrier Activities while at Berth

- (a) Unless approved by Terminal Operator in writing, an LNG Carrier shall be prohibited from engaging in any maintenance, repair or in-water

surveys, bunkering, provisioning or other activities not directly related to the discharge of LNG while berthed at the Terminal.

## 10.5 LNG Unloading

### 10.5.1 LNG Unloading

- (a) In respect of each LNG Carrier, the “**LNG Unloading Window**” shall be a period commencing upon the LNG Carrier becoming All Fast and ending on the later of (i) forty-eight (48) hours from the LNG Carrier becoming All Fast, or (ii) the end of the Scheduled Window.
- (b) Upon effectiveness of the Notice of Readiness and receipt of the Terminal Operator’s Notice to Proceed to the Berth, the relevant User shall cause its LNG Carrier to promptly transit to the Terminal, berth at the Terminal and become All Fast, initiate commencement of LNG unloading, achieve completion of LNG unloading, and ensure that the LNG Carrier shall vacate the berth promptly following the disconnection of the LNG unloading hoses and emptying of deck piping.
- (c) Terminal Operator shall reasonably cooperate with each User in connection with each such User’s performance of its obligations pursuant to clauses 10.3 and 10.4.
- (d) Each User shall cause the crew of each of such User’s LNG Carriers to promptly and safely assist the Terminal personnel to make-up and secure the flange interconnections between the applicable cargo manifold connections of such LNG Carrier and the LNG hoses of the Terminal at the Return Vapour Delivery Point and the vapour return hose of the Terminal at the Return Vapour Delivery Point. Terminal Operator’s personnel shall oversee the making up of such connections including manoeuvring the relevant hoses and closing the flange locking mechanisms. The tightness of the connection shall be tested and mutually agreed by Terminal Operator and the LNG Carrier’s crew prior to commencement of discharge.
- (e) Without in any way modifying or limiting any User’s obligations under this TAC in respect of unloading of LNG, Terminal Operator shall cooperate with each LNG Carrier’s operators (or their agents) and

with the Master of each LNG Carrier to facilitate the continuous and efficient delivery of LNG hereunder.

- (f) During unloading of each LNG Cargo, Terminal Operator shall return to the LNG Carrier such Boil Off Gas in quantities as are necessary for the safe unloading of the LNG Cargo at such flowrates and pressures as may be reasonably required by the design of the LNG Carrier, and such returned Boil Off Gas shall not be deemed to be quantity or volume unloaded for User's account. The vapour return line shall be capable of receiving Boil Off Gas from the LNG Carrier after custody transfer has taken place to ensure that tank pressures aboard the LNG Carrier are maintained at safe levels.

#### 10.5.2 Terminal Operator Extension to the LNG Unloading Window

- (a) In respect of the Terminal Operator's obligations in relation to the LNG Unloading Window, the applicable LNG Unloading Window in respect of an LNG Carrier will be extended for the Terminal Operator (the "**Terminal Operator Extended LNG Unloading Window**") as result of any of the following:
  - (i) reasons attributable to the User responsible for such LNG Carrier, such User's agents, the LNG Carrier, the Master, crew, owner or operator of such LNG Carrier or any other provider of services for which such LNG Carrier or such User is responsible;
  - (ii) reasons attributable to a Pilot, a tug or a Governmental Authority;
  - (iii) an event of Force Majeure;
  - (iv) vessel traffic at or about the Port or the Terminal;
  - (v) unscheduled curtailment or temporary discontinuation of operations at the Terminal, except where the causes of such curtailment or discontinuation were within Terminal Operator's reasonable control;
  - (vi) night-time restrictions (or other port or channel transit restrictions) of any Governmental Authority;

- (vii) if Terminal Operator accepts any quantities in excess of the Allowable Volume Tolerance for the User's LNG Cargo Volume when sufficient LNG storage is not available in the Terminal to receive such excess quantities, any reduction in the rate at which such quantities are unloaded to permit such unloading; or
- (viii) the LNG Carrier does not satisfy one or more of LNG Carrier Operating Requirements.

#### 10.5.3 User Extension to the LNG Unloading Window

- (a) In respect of a User's obligations in relation to its LNG Carriers, the applicable LNG Unloading Window shall not be extended except as agreed by the Terminal Operator in writing or as a result of any of the following (the "**User Extended LNG Unloading Window**"):
  - (i) reasons solely attributable to Terminal Operator;
  - (ii) reasons attributable to a Pilot, a tug, or a Governmental Authority;
  - (iii) an event of Force Majeure;
  - (iv) vessel traffic at or about the Port or the Terminal;
  - (v) unscheduled curtailment or temporary discontinuation of operations at the Terminal, except where such curtailment or discontinuation was caused by an act or omission of User or an LNG Carrier;
  - (vi) if clause 9.2.7 applies to an LNG Carrier; or
  - (vii) night-time or other channel transit restrictions of any Governmental Authority, except to the extent that such night-time or other channel restrictions are attributable to such User or an LNG Carrier.

#### 10.5.4 Demurrage

- (a) If the Actual Unloading Time for an LNG Carrier exceeds the Terminal Operator Extended LNG Unloading Window for such LNG Carrier for

reasons attributable to Terminal Operator, then Terminal Operator shall pay to the relevant User the relevant amounts set out in the TC.

- (b) If the Actual Unloading Time for an LNG Carrier exceeds the User Operator Extended LNG Unloading Window for such LNG Carrier for reasons attributable to such User, then that User shall pay to Terminal Operator the relevant amounts set out in the TC.

## 10.6 Title

### 10.6.1 Title to LNG

- (a) Terminal Operator has no title to LNG delivered by or on behalf of Users to the LNG Receipt Point, even during periods when such LNG is in the possession and control of Terminal Operator.
- (b) Title with respect to Retainage shall pass to Terminal Operator at the LNG Receipt Point.
- (c) Title to LNG Operational Heel shall be vested in Terminal Operator at the LNG Receipt Point.

### 10.6.2 Custody

The Terminal Operator shall have custody of all LNG or resultant Gas until the Amphitrite Entry Point only for the purpose of carrying out the Service.

### 10.6.3 Indemnity

Each User agrees to indemnify, defend, and hold the Terminal Operator harmless in respect of any direct costs, losses, damages, claims and/or expenses of any kind suffered or incurred by the Terminal Operator arising from any liens, charges, encumbrances and/or adverse claims which may be made by third persons for any reason in respect of that User's LNG.

## 10.7 Receipt of LNG

- 10.7.1 The receipt of LNG from an LNG Carrier at the LNG Receipt Point shall be carried out by the Terminal Operator using the skill and care of a Reasonable and Prudent Operator and using the pumps and other equipment on the LNG Carrier under such reasonable and customary conditions as are specified in the Marine Operations Manual.

## 10.8 Environmental Issues

### 10.8.1 Users' Responsibility

- (a) Each User shall be responsible for the clean-up, remediation, mitigation and all other actions, as required by environmental Applicable Law, Governing Law and International LNG Carrier Standards, in connection with any pollution, contamination or hazardous materials or substances generated by such User, any LNG Carrier owned or chartered by such User, or the transportation, importation and unloading of LNG pertained to such User which occurs prior to delivery of LNG at the LNG Receipt Point or after the delivery of vapour return at the Return Vapour Delivery Point, in each case to the extent not caused by Terminal Operator's failure to act, or to cause others to act, as a Reasonable and Prudent Operator.
- (b) Each User shall notify the Terminal Operator and all necessary Governmental Authorities with respect to any discharge, spills and/or releases, including any threat thereof, of any hazardous materials or substances for which such User is responsible and shall immediately respond to any such discharge, spill or release, or threat of, at such User's sole cost and expense.
- (c) If a User, in the opinion of Terminal Operator, acting as a Reasonable and Prudent Operator, fails to adequately respond in a timely manner to such discharge, spill or release hazardous materials or substances, or any threat thereof, Terminal Operator, at the sole cost and expense of such User, may, but shall not be obliged to, respond thereto, in whole or in part.
- (d) These undertakings of each User are further set out in the TUA.

### 10.8.2 Terminal Operator's responsibility

- (a) Terminal Operator shall be responsible for the clean-up, remediation, mitigation and all other actions, as required by environmental Applicable Law, Governing Law and International LNG Terminal Standards, in connection with any pollution, contamination or hazardous materials or substances associated with the Terminal, or the unloading, storage and revaporisation of LNG which occurs after the delivery of LNG at the LNG Receipt Point or prior to the delivery

of vapour return at the Return Vapour Delivery Point, in each case to the extent not caused by a User's failure to act as a Reasonable and Prudent Operator, after delivery of LNG at the LNG Receipt Point or prior to the delivery of vapour return at the Return Vapour Delivery Point.

- (b) Terminal Operator shall notify all competent Governmental Authorities with respect to any discharge, spills and/or releases, including any threat thereof, of any hazardous materials or substances for which Terminal Operator is responsible and shall immediately respond to any such discharge, spill or release, or threat of, at Terminal Operator's sole cost and expense.
- (c) If Terminal Operator, in the opinion of a User, acting as a Reasonable and Prudent Operator, fails to adequately respond in a timely manner to such discharge, spill or release of hazardous materials or substances, or any threat thereof, such User, at the sole cost and expense of Terminal Operator, may, but shall not be obliged to, respond thereto, in whole or in part.
- (d) These undertakings of Terminal Operator are further set out in the TUA.

## 10.9 Measurement of Quality and Quantity

### 10.9.1 Quality and Measurement of User's LNG

- (a) Users' LNG shall be measured and tested in accordance with the Quality and Measurement Procedures for LNG document labelled as such and available on the Website. Each User shall ensure that all LNG delivered at the LNG Receipt Point by its LNG Carriers, when regasified, shall conform to the LNG Specification.

### 10.9.2 Notices of Changes in Quality

- (a) Each User shall, as soon as reasonably practicable following the departure of an LNG Carrier from the Loading Port, notify Terminal Operator in writing of the quality (for compliance with the LNG Specification) of the loaded LNG and estimated quality of LNG to be unloaded in accordance with this TAC, including a copy of the

statement or certificate of LNG loaded that is provided by LNG Supplier to such User.

- (b) If at any time before unloading of LNG at the Terminal, a User becomes aware that the quality of LNG loaded on board one of its LNG Carriers en route to the Terminal, or the estimated quality of LNG to be unloaded therefrom, is materially different from the quality notified under clause 10.4.2 or previously notified under this clause 10.9.2, or was incorrectly stated in any notice, or fails to meet the LNG Specification, such User must, as soon as practicable, notify Terminal Operator in writing accordingly.
- (c) If at any time after the commencement of unloading of LNG at the Terminal, a User becomes aware that the quality of LNG being unloaded, or to be unloaded, from one of its LNG Carriers at the Terminal is materially different from the quality previously notified or was incorrectly stated in any previous notice, or fails to meet the LNG Specification, such User must promptly notify Terminal Operator in writing accordingly
- (d) Any notice to be provided by a User under this clause 10.9.2 shall provide details of the nature and expected magnitude of the variance, the cause of the non-compliance and the probable duration thereof, including the LNG Cargoes to be affected.

#### 10.9.3 Refusal to Accept Off-Specification LNG

- (a) Without prejudice to any other rights and remedies of Terminal Operator under the TUA, if Terminal Operator becomes aware, before commencement of unloading thereof, that LNG to be unloaded by or on behalf of a User at the LNG Receipt Point will not comply with the LNG Specification (“**Off-Specification LNG**”), Terminal Operator shall have the right, by giving notice to such User prior to the commencement of unloading of such Off-Specification LNG, to refuse to permit unloading of such Off-Specification LNG; provided, however, that the Terminal Operator shall exercise reasonable endeavours to accept such Off-Specification LNG; provided, further, that if Terminal Operator reasonably anticipates that the receipt of such Off-Specification LNG will result in the delivery of

Nonconforming Gas, which shall first be required to be confirmed and accepted by the Downstream Operator.

- (b) As soon as practicable after becoming aware of a User's potential delivery of Off-Specification LNG, but in any event within twenty-four (24) hours after such User has provided confirmation pursuant to clause 10.9.2, Terminal Operator shall notify such User as to whether Terminal Operator will reject all or any portion of such Off-Specification LNG. If Terminal Operator has given notice of refusal to accept all such Off-specification LNG, then:
  - (i) neither such User nor the relevant LNG Carrier may give its Notice of Readiness, and, in such case, such LNG Carrier shall not proceed to berth (and, if in the process of berthing, shall immediately cease to do so upon receipt of such notice from Terminal Operator, and if berthed at the Terminal, shall promptly vacate the berth);
  - (ii) the subsequent movements of the relevant LNG Carrier, and the disposal of such Off-Specification LNG on board such LNG Carrier, shall be the sole responsibility of such User; and
  - (iii) such event set shall constitute a Failed LNG Cargo Event.

#### 10.9.4 Refusal to Continue Unloading Off-Specification LNG

- (a) Without prejudice to any other rights and remedies under the TUA, if Terminal Operator becomes aware, during the course of unloading an LNG Carrier, that Off-Specification LNG is being unloaded from such LNG Carrier, and Terminal Operator determines, in its absolute discretion, that it cannot receive such Off-Specification LNG, Terminal Operator shall have the right to reject the remaining balance of such LNG Cargo of Off-Specification LNG and terminate the unloading of such Off-Specification LNG immediately by giving notice to the relevant User and the Master of the LNG Carrier to such effect.
- (b) Where Terminal Operator has given notice of such rejection and termination of unloading operations under clause 10.9.4(a):
  - (i) the relevant User shall cause its LNG Carrier to promptly cease unloading and vacate the berth as soon as possible following

receipt of such notice, and Terminal Operator shall be entitled to direct the LNG Carrier and to operate the LNG unloading facilities accordingly; and

- (ii) the subsequent movements of the relevant LNG Carrier, and the disposal of the remaining Off-Specification LNG on board such LNG Carrier, shall be the sole responsibility of such User; and
- (iii) such event shall constitute a Failed LNG Cargo Event with respect to the entirety of the relevant LNG Cargo.

#### 10.9.5 User Responsibility and Indemnification

- (a) Pursuant to the undertakings under the TUA with a specific User, if Off-Specification LNG is unloaded by such User at the Terminal, then this is a Failed LNG Cargo Event and such User shall:
  - (i) bear the financial responsibility for all reasonable and actual incremental direct costs and liabilities incurred by Terminal Operator in connection with receiving and (unless otherwise agreed with such User) treating Off-Specification LNG by such means as are appropriate, including mixing such Off-Specification LNG with other LNG, injecting nitrogen if facilities allowing for injection exist at the Terminal at that time, or vaporising and flaring any Off-Specification LNG that cannot be treated through the use of commercially reasonable efforts; and
  - (ii) indemnify and hold harmless Terminal Operator and its respective directors, officers, consultants, agents and employees from any and all liabilities (including the value of LNG lost or disposed of, damage to the Terminal and any subsequent delay or inability in unloading LNG Carriers, and liability of Terminal Operator for direct damages or losses incurred by the Greek natural gas transmission system, a downstream pipeline, a transporter, gas receivers, other Users and any other affected Person), including any of same attributable claims of any Person, which arise out of, are incident to or result from the acceptance, handling, disposal

or use of Off-Specification LNG; except, in the instances listed in this clause 10.9.5, to the extent of Terminal Operator's Gross Negligence/Wilful Misconduct.

#### 10.9.6 Effect on Future Cargoes

No waiver by Terminal Operator of any default by a User of any of the specifications or requirements set forth in this clause shall ever operate as a continuing waiver of such specification or requirement or as a waiver of any subsequent default, whether of a like or different character.

#### 10.9.7 Modification of Gas Quality Specification

To the extent that, DESFA, or any Governmental Authority, alters the Gas Quality Specification, Terminal Operator and the Users shall meet and discuss in good faith whether or not any changes to the LNG Specification or any other provision of this TAC are required to be revised and, if such changes are required, how such changes can be reasonably implemented.

### 10.10 LNG Storage

#### 10.10.1 Terminal storage and co-mingling of LNG

- (a) The FSRU has one consolidated LNG containment system consisting of four individual storage tanks which acts as one unified storage.
- (b) Each User's LNG received at the LNG Receipt Point shall be co-mingled with LNG already in the LNG storage tank.
- (c) Terminal Operator shall maintain an LNG inventory accounting that maintains a track of LNG volumes (in m<sup>3</sup>) and LNG energy value (in kWh).

### 10.11 Terminal Operator actions in the event of an emergency

10.11.1 Terminal Operator shall be permitted to use its sole discretion in determining the appropriate response in the event of an emergency at the Terminal, including taking any action to:

- (a) eliminate as quickly as possible any cause which may affect the safety of persons and of the environment;

- (b) eliminate as quickly as possible any cause which may increase the seriousness of the emergency or its consequences; and
- (c) initiate the necessary actions in order to maintain and re-establish the functioning of the Terminal as appropriate and when safe to do so.

10.11.2 The organizational details and names of the personnel, together with their relevant telephone/facsimile numbers and e-mail addresses, including the names and contact details of the individuals who may be contacted on a twenty-four (24) hour basis in the event of oil spills or emergencies, shall be provided by each User and each of its LNG Carriers no later than thirty (30) Days prior to the commencement of any Contract Year and shall be updated promptly during the Contract Year if required.

## 10.12 Terminal Maintenance

### 10.12.1 Scheduled and Unscheduled Maintenance

- (a) The Terminal Operator shall have the right during any Contract Year to curtail or temporarily discontinue the operation of the Terminal, in whole or in part, in order to carry out planned maintenance or modification work ("**Scheduled Maintenance**").
- (b) In addition to Scheduled Maintenance, the Terminal Operator shall have the right to perform unscheduled maintenance activities on the Terminal, by giving as much advanced notice to the Users as reasonably practicable of any unscheduled maintenance that it intends to carry out. The Terminal Operator shall use reasonable efforts to avoid any unscheduled Maintenance interfering with any LNG Cargo Slot, any Spot LNG Cargo Slot, Spot Daily Planned Sendout and/or AP Daily Planned Sendout.

### 10.12.2 Maintenance Allowance

- (a) No later than 30<sup>th</sup> June of each Contract Year, the Terminal Operator will prepare and publish the Terminal Maintenance Plan for the subsequent Contract Year. Any changes to the Terminal Maintenance Plan that are required during a Contract Year shall be announced via the electronic system.
- (b) The maximum number of maintenance hours whether:

(i) Schedule Maintenance shown in the Terminal Maintenance Plan; or

(ii) additional unscheduled maintenance,

which results in the Terminal Operator's not being able to make available the full amount of a User's Prevailing Nomination shall be three hundred (300) hours per Contract Year ("Maintenance Allowance").

(c) Terminal Operator shall not be required to provide the Service during any period of maintenance falling within the Maintenance Allowance, and shall be relieved of the obligations imposed by this Terminal Access Code, and the Contracts to which it is a party, to the extent that non-fulfilment of such obligations is due to maintenance.

#### 10.13 Modifications to the Terminal

##### 10.13.1 Modifications to Terminal generally

Terminal Operator shall be entitled to modify the Terminal at any time and in any manner whatsoever; provided, however, that:

(i) such modifications, once finalised, do not materially reduce the quality and reliability, nor the types of available Services to be provided to the existing Long-Term Users;

(ii) such modifications do not otherwise conflict with Terminal Operator's obligations under this TAC; and

(iii) such modifications do not render the Terminal incompatible with an LNG Carrier that was previously compatible with the Terminal; provided, further, that Terminal Operator may modify the Terminal in a manner that would render it incompatible with an LNG Carrier, if such modification is necessary for Terminal Operator to comply with International LNG Terminal Standards.

##### 10.13.2 Modifications to Terminal resulting from changes in International LNG Carrier Standards

If a change in International LNG Carrier Standards requires an LNG Carrier to be modified but such modification would render the LNG Carrier

incompatible with the Terminal, then Terminal Operator shall use its reasonable endeavours to modify the Terminal to render such facilities compatible with such modified LNG Carrier.

#### 10.14 User Inspection Rights

10.14.1 Any User may, with the prior written consent of Terminal Operator (such consent not to be unreasonably refused, withheld or delayed), appoint a reasonable number of designated representatives (including an LNG Supplier) to inspect the operation of the Terminal; provided, however, that such inspection shall occur during normal operating hours.

10.14.2 Any inspection under this clause shall be at User's sole risk and expense and shall be carried out without any interference with or hindrance to the safe and efficient operation of the Terminal.

10.14.3 Each User's right to inspect and examine the Terminal under this clause shall be limited to verifying Terminal Operator's compliance with Terminal Operator's obligations under the TAC.

10.14.4 No inspection (or lack thereof) of the Terminal by User, or any requests or observations made to Terminal Operator or its representatives by or on behalf of User in connection with any such inspection, shall of itself:

- (a) modify or amend Terminal Operator's obligations, representations, warranties and covenants under the TUA with that User; or
- (b) constitute an acceptance or waiver by User of Terminal Operator's obligations under such TUA.

#### 10.14.5 Registry of Users

Terminal Operator shall maintain a register of all Users and shall make such register publicly available to Terminal Operator's Website.

## **11. Invoicing and payments**

### 11.1 Monthly invoices

11.1.1 Invoices for Services shall be managed by Terminal Operator in accordance with the requirements set forth in the TUA and TC and each of the Contracts.

## 11.2 Monthly and End of Year Statement

11.2.1 Within eight (8) Business Days of the end of each month and the end of each Contract Year, Terminal Operator shall provide a statement, which shall show for the preceding Month or the preceding Contract Year, as applicable:

- (a) the total quantity of Regasified LNG delivered for the User on each Day during such Month or Contract Year, as applicable; and
- (b) the quantity of Regasified LNG sold or otherwise disposed of by Terminal Operator pursuant to clauses 7.6 and 9.2, along with the associated proceeds, for each Day of such Month or Contract Year, as applicable, during which Terminal Operator invoked clauses 7.6 and 9.2.

## 11.3 Adjustments

11.3.1 Adjustment provisions are set out in the TUA.

## 11.4 Audit

11.4.1 Audit rights are set out in the TUA.

## 11.5 Records

11.5.1 Terminal Operator shall keep all books and records relevant to the determination of amounts payable under all Contracts in reasonable detail and in accordance with generally accepted accounting practices in Greece, consistently applied, and the provisions of the Contracts. Terminal Operator shall maintain such books and records for a period of three (3) years following the end of the relevant Contract Year.

11.5.2 A common set of accounting procedures has been developed by Terminal Operator in order to facilitate the implementation of matters described in this clause 11.5 and as set out in the TUA.

## 11.6 Payment Due Date for monthly invoice

11.6.1 Each monthly invoice, pursuant to clause 11.1, shall be issued by the Terminal Operator and sent by email to the User not later than the eighth (8<sup>th</sup>) Business Day of each month succeeding the Month in which Services were provided and will become due and payable on the 20<sup>th</sup> day of such month. In case the

payment due date is not a Business Day, the due date for such payment shall be extended to the next Business Day.

11.7 Due Date for Other Invoices

11.7.1 Each invoice (other than a monthly invoice or an end of year invoice) submitted by Terminal Operator or a User to a TAC Party shall become due and payable ten (10) days after delivery by Terminal Operator or User (as relevant) of such invoice; provided, however, that if such payment due date is not a Business Day, the due date for such payment shall be extended to the next Business Day.

11.7.2 For purposes of clause 11.7.1, an email copy of an invoice shall be deemed received by a TAC Party on the next Business Day following the day on which it was sent.

11.8 Late Payment; Interest

11.8.1 If the full amount of any invoice is not paid when due, the unpaid amount thereof shall bear interest at the Default Rate, compounded monthly, from and including the day following the due date up to and including the date when payment is made.

11.9 Payment

11.9.1 Subject to the terms of each Contract, each User and the Terminal Operator shall pay, or cause to be paid, in Euros, in immediately available funds, all amounts that become due and payable by such party pursuant to any invoice issued hereunder, to a bank account or accounts designated by and in accordance with instructions issued by the other party.

11.9.2 Each payment of any amount owing hereunder shall be in the full amount due without reduction or offset for any reason (except as expressly allowed under the Contracts as the case may be), including Taxes, exchange charges, or bank transfer charges.

11.10 Disputed Invoices

11.10.1 If an invoice is disputed, except in the case of any material manifest error in an invoice, a TAC Party shall not be entitled to postpone or suspend the payment of any invoice by reason of any claims, complaints or objections

against the other party or by reason of any pending dispute with the other party.

11.10.2 Any amount determined, pursuant to clause 13.5, to have been unduly paid, such amount should be paid back with the interest, set by the arbitrator, or in case of amicable resolution of the dispute, with the applicable Default Rate minus 0.03 percent per day.

11.11 No deduction of Taxes; liability for Maritime Charges

11.11.1 Each User shall ensure that the Terminal Operator receives all the charges and costs, payable by such User, free of any deductions on account of any Taxes and charges of any kind whatsoever.

11.12 Adjustments to the applicable tariffs following change in Applicable Law

11.12.1 Any adjustments to Terminal capacity charges provided for by Applicable Law shall be shown in an invoice submitted following the effective date of such change in Applicable Law.

## 12. Liabilities

12.1 Limitation of liabilities

12.1.1 Limitation of liability

- (a) Liability of Terminal Operator to User for any loss or damage driving from or howsoever connected with the performance or failure to perform its obligations under this TAC, is expressly limited to cases of Gross Negligence, Wilful Misconduct, fraud, and corruption.
- (b) The liabilities of User to Terminal Operator shall be as set out in the relevant Contract to which User is a party.

12.1.2 Limitation on Damages

- (a) No TAC Party shall be liable to any other TAC Party for or in respect of:
  - (i) Consequential Damages; or
  - (ii) any exemplary or punitive damages,

suffered or incurred by the other TAC Party or any Person resulting from breach of or failure to perform obligations contained in this TAC, and whether such damages are claimed under breach of warranty, breach of contract, tort, or other theory or cause of action at law or in equity, except to the extent such damages have been awarded to a third party and are subject to allocation between or among the parties to the dispute.

## **13. Other**

### **13.1 Port Liability Agreement**

13.1.1 Notwithstanding any other provision of this TAC and any rights that an LNG Carrier operator may have under Applicable Law in relation to liabilities for incidents involving an LNG Carrier at the Terminal, each User shall cause the owner (or the master but only if duly authorised in writing by such owner) of such LNG Carrier to execute and accede to a Port Liability Agreement at least fifteen (15) days before the approved LNG Carrier's arrival at the Port or the Terminal.

13.1.2 If the owner or master of such a LNG Carrier fails to execute and deliver such Port Liability Agreement, each User shall indemnify and hold Terminal Operator harmless from any liabilities incurred by Terminal Operator arising from such failure, which, in the case of liabilities of Terminal Operator to an LNG Carrier, include any amounts in excess of the liability limitation that would have been applicable to Terminal Operator under the form of Port Liability Agreement had it been properly executed and delivered by the owner or master of the LNG Carrier.

### **13.2 Taxes**

13.2.1 Terminal Operator shall be responsible for and pay, or cause to be paid, any Taxes that may be required by law to be remitted by Terminal Operator or that may be imposed upon the property or activities of Terminal Operator.

13.2.2 Each User shall be responsible for and pay, or cause to be paid, all Taxes that may be imposed or levied on that User's Regasified LNG or LNG (including on receipt or redelivery thereof) and any LNG Carriers providing service to a User, including VAT that may be imposed on the Service, and each User, who will keep the Terminal Operator indemnified in respect of any such duties and taxes.

- 13.2.3 Except as otherwise provided for by Applicable Laws, all tax returns, filings and/or other formalities of a fiscal or administrative nature required to be made by a User in connection with this TAC or a Contract, will be solely borne by and be the sole responsibility of each User.
- 13.2.4 Terminal Operator has the right to seek compensation against the User for any and all tax and/or administrative liability deriving from omitted, late and/or untrue declarations, returns and/or failure to fulfil administrative or fiscal obligations that are the responsibility of the User.
- 13.2.5 No TAC Party shall be responsible for Taxes on the capital, revenue, or income derived by any other Party.
- 13.2.6 Terminal Operator will apply VAT to any invoice issued in accordance with this TAC, pursuant to the rules in force at the time.

### 13.3 Insurance

- 13.3.1 Terminal Operator shall be responsible for obtaining and maintaining insurance for the Terminal to the extent required by Applicable Law, including at least those insurances listed in clause 13.3.2.
- 13.3.2 Terminal Operator Insurances
  - (a) Terminal Operator must have in place the following insurance policies with an Approved Insurance Company, which shall be in effect from the date that it first becomes obliged to provide the Service to a User until the date it ceases to be obliged to provide the Service under any Contract:
    - (i) Commercial general liability insurance / marine operator's liability insurance, including coverage of liability caused by sudden and accidental pollution from the Terminal;
    - (ii) Workers' compensation insurance and/or employers' liability insurance as applicable;
    - (iii) All-risk property damage insurance in respect of the Terminal; and
    - (iv) All risk insurance covering the loss of LNG delivered by or on behalf of Users to the LNG Receipt Point until redelivered at

the Regasified LNG Delivery Point, with a policy limit not exceeding EUR 25,000,000 any one occurrence.

- (b) During construction of the Terminal, Terminal Operator shall cause the contractor under the EPC contract and FSRU ship-building contract to carry insurance, including construction all-risk insurance.
- (c) Upon the request of a User, the Terminal Operator shall provide reasonable evidence of its compliance with the requirements of this clause 13.3.2.

### 13.3.3 User's Insurance Obligations

- (a) Each User must have in place or cause that the following insurance policies are effected and maintained with an Approved Insurance Company, which shall be in effect from the date such User is due to first receive the Service until the expiry date of any Contract to which such User is a party:
  - (i) Commercial general liability insurance for onshore/offshore marine terminal use operations (omitting any watercraft liability exclusion as necessary); and
  - (ii) Worker's compensation insurance and/or employers' liability insurance to the extent of being mandatory by law;
  - (iii) For each LNG Carrier:
    - (I) All risks hull and machinery insurance for the LNC Carrier's full sound market value;
    - (II) War & strikes risks insurance for vessel's full sound market value; and
    - (III) Protection & Indemnity Insurance placed and maintained as a full owner's P&I entry with any of the International Group of Protection & Indemnity Clubs experienced in providing P&I Insurance for LNG Carriers, including coverage of liability for pollution, wreck removal (including if such wreck removal is required by the Terminal Operator where such wreck interferes with the operation of the Terminal or is a hazard to

navigation), liability to crew and third parties, collision liability and damage to fixed and floating objects, and contractual liability extension as necessary; and

- (iv) If the User is the charterer of any LNG Carrier, charterer's liability insurance with of the International Group of Protection & Indemnity Club experienced in providing P&I Insurance for LNG Carriers, including charterer's P&I and damage to hull cover and with a limit of liability of no less than USD 350,000,000 per event.
  - (b) Before the commencement of deliveries to the Terminal and thereafter at least once each Contract Year, in respect of approved LNG Carriers each User shall furnish (or cause to be furnished) to Terminal Operator cover notes or certificates as evidence of insurance policies required under clause 13.3.3. Receiving such information shall impose no obligation nor liability on Terminal Operator nor shall such receipt nor any review of such information be deemed an endorsement or recommendation of such insurance policy. Terminal Operator's review or approval shall not relieve a User of any of its obligations to indemnify or hold harmless Terminal Operator or any other User(s).
- 13.3.4 With the exception of the insurance required under clauses 13.3.2(ii) 13.3.2(iv), the Terminal Operator shall cause each policy in clause 13.3.2 to include the User as an additional insured and a waiver of right of recourse against such User, in each case only to the extent of the liabilities assumed by the Terminal Operator under this TAC and relevant framework of contracts. With the exception of the insurance required under clause 13.3.3(ii), the User shall cause each policy in clause 13.3.3 to include the Terminal Operator and it's contractors and subcontractors as an additional insured and a waiver of right of recourse against the Terminal Operator and it's contractors and subcontractors, in each case only to the extent of the liabilities assumed by the User under this TAC and relevant framework of contracts and by the owner of an LNG Carrier under the relevant Port Liability Agreement. The insurances in clause 13.3.2(ii) and 13.3.3(ii) shall include an indemnity to principal extension to the extent permitted by the applicable law. The insurance in clause 13.3.2(iv) shall include the User as an additional insured for their respective rights and interests.

#### 13.4 Governing Law

13.4.1 This TAC shall be governed by and construed in accordance with (including in connection with resolving all Disputes between or among the TAC Parties) the law of Greece.

#### 13.5 Disputes

13.5.1 Any Technical Dispute may be referred by the TAC Parties for determination by an expert if the Parties mutually agree to do so and the following provisions shall apply:

- (a) if, within thirty (30) days of service of a notice from one TAC Party to the other TAC Party (a “**Dispute Notice**”), the parties fail to agree whether the Dispute is a Technical Dispute then clause 13.5.3 shall apply;
- (b) if, within thirty (30) days of service of a Dispute Notice, the parties agree that the Dispute is a Technical Dispute, then within sixty (60) days from the date of the Dispute Notice the TAC Parties shall consult together and agree on the identity of the expert and, if they fail to do so within the sixty (60) day period, then either Terminal Operator or User may request the Chairman for the time being of BIMCO to appoint the expert;
- (c) The decision of the expert shall be final and binding and shall not be subject to any judicial or arbitral review, save if manifest error occurs or fraud; and
- (d) The TAC Parties each agree to be responsible for 50% of the fees of the expert so appointed and also 50% of the fees, if any, of the Chairman of BIMCO if required to make an appointment.

13.5.2 In the event of any Dispute between the Terminal Operator and another TAC Party in relation to this TAC that is not a Technical Dispute, the Parties must, within ten (10) days of service of a Dispute Notice, hold a meeting amongst senior representatives, with authority to resolve the Dispute, in an effort to amicably resolve the Dispute. If the Dispute is not resolved within thirty (30) days after service of a Dispute Notice, whether or not a meeting has been held, then the either party may refer the Dispute to arbitration in accordance with clause 13.5.3.

13.5.3 Subject to the above provision regarding expert determination of Technical Disputes, any Dispute which cannot be settled amicably by the Parties under clause 13.5.2, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC”), as follows.

- (a) the seat of the arbitration shall be Athens, Greece;
- (b) if the monetary value of the Dispute is €3,000,000 (or its currency equivalent) or less, one arbitrator will be appointed in accordance with the ICC Rules;
- (c) if the Dispute has a monetary value greater than €3,000,000 or its currency equivalent, three arbitrators will be appointed. Each Party shall nominate one arbitrator, and the two arbitrators nominated by the Parties shall within thirty (30) days of the nomination of the second arbitrator agree upon a third arbitrator who shall act as chairman of the arbitral tribunal. If either Party has failed to nominate an arbitrator in a timely manner or the two (2) party-nominated arbitrators have failed to nominate the third arbitrator within thirty (30) Days after the confirmation of the second arbitrator, the appointing authority shall be the ICC in accordance with the ICC Rules;
- (d) proceedings shall, unless otherwise agreed in writing by the Parties to the arbitration, be held in Athens;
- (e) the official language for all purposes shall be English;
- (f) the arbitrator must render a reasoned award in writing;
- (g) the award is final and binding; and
- (h) the judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction over any Party.
- (i) any party to the Dispute may apply to a court for interim measures:
  - (I) prior to the constitution of the arbitral tribunal (and thereafter as necessary to enforce the arbitral tribunal’s rulings); or
  - (II) in the absence of the jurisdiction of the arbitral tribunal to rule on interim measures in a given jurisdiction.

The Parties agree that seeking and obtaining such interim measures shall not waive the right to arbitration. The arbitrators (or in an emergency the presiding arbitrator acting alone in the event one or more of the other arbitrators is unable to be involved in a timely fashion) may grant interim measures including injunctions and conservation orders in appropriate circumstances, which measures may be immediately enforced by court order. Hearings on requests for interim measures may be held in person, by telephone, by video conference or by other means that permit the parties to the Dispute to present evidence and arguments;

- (j) the award shall include interest from the date of breach of this TAC by the default Party, as determined by the arbitral award until the arbitral award is paid in full. Interest shall be awarded at the Agreed Interest Rate; and
- (k) the arbitral award shall be made in Euros, free of any tax or other deduction.

13.5.4 If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and that could result in conflicting awards or obligations, then all such proceedings may be consolidated into a single arbitral proceeding.

13.5.5 All negotiations, arbitration, and expert determinations relating to a Dispute (including a settlement resulting from negotiation, an arbitral award, documents exchanged or produced during an arbitration proceeding, and memorials, briefs or other documents prepared for the arbitration) are confidential and may not be disclosed by the Parties, their employees, officers, directors, counsel, consultants, and expert witnesses, except to the extent necessary to enforce this clause 13.5 or any arbitration award, to enforce other rights of a Party, or as required by law; provided, however, that breach of this confidentiality provision shall not void any settlement, expert determination or award.

## 13.6 Complaints

13.6.1 Any complaint about the performance of the Service must be notified by a User to Terminal Operator within thirty (30) Business Days after the earlier of (a) the date on which the User first had knowledge of the occurrence of

the event that has given rise to the complaint and (b) the date on which the User should have had knowledge (acting diligently) of the occurrence of such event.

13.6.2 The User must enclose, with any notice sent to the Terminal Operator pursuant to clause 13.6.1, all documentation which is reasonably necessary to establish the basis of its claims.

13.6.3 Terminal Operator shall respond to any complaint notified by a User within thirty (30) Business Days.

### 13.7 Notices & Communications

13.7.1 This clause 13.7 is subject to any contrary provision of this TAC or a Contract that describes how a particular communication should be made.

13.7.2 All communications under and in connection with this TAC must be made in writing and in the English language.

13.7.3 Communications under and in connection with this TAC must be made to such address as a TAC Party has listed in the relevant Contract, or that a TAC Party may from time-to-time otherwise designate, and shall be made as follows:

- (a) in relation to operational communications between the Terminal Operator and a TAC Party under clauses 4, 5, 6, 7, 8, 9, and 10, all such communications will be made by email, sent with confirmation of complete transmission (a send receipt and a delivery receipt);
- (b) in relation to invoices, such communications shall be sent as set out in clause 11;
- (c) in relation to any other communications between the Terminal Operator and a TAC Party (including, for the avoidance of doubt, any legal notices in relation to complaints, liability, force majeure, or a dispute), such communications shall be sent by registered letter or courier; and
- (d) all communication from an LNG Carrier shall be communicated electronically by email or, in emergency situations, by radio.

- 13.7.4 Notifications, requests, demands, invoices or other information submitted or sent by the means mentioned in this clause 13.7 are considered received by the addressee: (i) on the day of receipt in case of submission by the courier or if sent by e-mail (with appropriate confirmation of receipt); (ii) three (3) Business Days after sending, unless it is confirmed received before the specified time, if sent by registered mail; and (iii) if the notice was given by radio from an LNG Carrier at sea, the actual receipt of the communication by radio.
- 13.7.5 Save with respect to radio communication from an LNG Carrier, oral communication does not constitute notice for purposes of the TAC.
- 13.7.6 Terminal Operator will provide an electronic bulletin board within its Website (or other suitable electronic form) to provide information to User and the market on Unreserved Capacity and Unused Capacity.
- 13.7.7 Terminal Operator will provide on its Website the following:
- (a) Aggregated information of LNG (kWh) inflow;
  - (b) dates of LNG delivery;
  - (c) aggregate Regasified LNG (kWh) made available for each day;
  - (d) aggregate LNG stock level (kWh);
  - (e) aggregate TUA Reserved Capacity (kWh);
  - (f) aggregate Unreserved Capacity available (kWh);
  - (g) Terminal Capacity (kWh);
  - (h) Available Spot Cargo Slots with a date range and related size, in volume and energy, for each Spot Cargo Slot;
  - (i) names and contact details of all current and past Users;
  - (j) information for how nominations, renominations and other notifications will be communicated between Terminal Operator and User.

TERMINAL ACCESS CODE\_Final

**List of Annexes**

- A. Form of Inter-User Agreement
- B. Form of Terminal Use Agreement for Long-Term Users

**ANNEX A**

Form of Inter-User Agreement

**ANNEX B**

Form of Terminal Use Agreement for Long-Term Users

