



National Grid Grain LNG Limited

Capacity 2029 Project

Invitation to Submit Binding Bid(s)

Annex 4

Form of Bid

<Participant's letter head>

National Grid Grain LNG Limited
Grain LNG Terminal
Isle of Grain, Rochester
Kent
ME3 0AB, UK

For the attention of Holly Blew, Commercial, National Grid Grain LNG Limited

<date>

Dear Sirs,

BID FOR USE OF CAPACITY AT THE ISLE OF GRAIN LNG IMPORTATION TERMINAL

- 1 This document ("**Bid Document**") is submitted in response to and in accordance with the Auction Notice issued by National Grid Grain LNG Limited ("**GLNG**"), of which it forms a part.
- 2 In this Bid Document, "**GTCs**", "**AC**" and "**TUA**" mean respectively the New Shipper General Terms and Conditions, the New Shipper Access Code and the Terminal User Agreement in the respective forms annexed to the Auction Notice. Terms used in this Bid Document and not defined herein or in the Auction Notice have the meanings given to them in such documents.
- 3 Having carefully examined the Auction Notice, we, *[Insert Company Name or Names]*, hereby make a binding bid(s) to GLNG, to contract for services at the Terminal on the terms of the TUA, incorporating the GTCs and the AC, and on the terms set out in this Bid Document including paragraph 5 below.
- 4 [For any joint bid; In submitting this joint bid, we acknowledge the joint and several nature of the bid and our liabilities to GLNG and to each other as noted in this Bid Document and in the Terminal User Agreement.]
- 5 Our binding bid(s) (each a "**Binding Bid**") is to contract for Base Shipper services as follows:

Company Name	<i>[Insert Company Name or for joint bids Names]</i>
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Base Shipper Bid(s)

A Binding Bid for the Base Shipper services must comprise, as a minimum, a bid for one lot, representing one third of the proposed total capacity offered under this Auction. However, a bidder(s) may elect, if it wishes, to also place a bid for one or more of the other lots of capacity offered under this

Auction, by completing the bid tables below. All Binding Bids will be assessed by GLNG separately and will be mutually exclusive unless otherwise stated by the bidder(s) using the appropriate tick boxes in this Form of Bid. GLNG will assess the bids in lot order starting with Lot 1. Unsuccessful Lot 1 bids will **not** be carried forward for consideration in Lots 2 and 3.

Bid One for Lot 1 from 1st January 2029

For the Base Shipper services, please select as applicable from the parameters below and bid an Annual Capacity Charge, based on one third of the proposed total capacity offered under this Auction:

Base Shipper service Parameters	Capacity Amount
Initial Capacity	125 GWh/d Delivery Capacity, 180,000 m ³ Storage to 30 th September 2029 and 200,000 m ³ Storage from 1 st October 2029, 42 Berthing Slots per annum
Term	<input type="checkbox"/> Minimum 5 years, <input type="checkbox"/> 10 years, <input type="checkbox"/> Till 14 th July 2045,
Annual Capacity Charge Offered	[£/year]

Bid Two for Lots 2 & 3 from 1st October 2029

For the Base Shipper services, please select as applicable from the parameters below and bid an Annual Capacity Charge, based on one third of the proposed total capacity offered under this Auction:

Base Shipper service Parameters	Capacity Amount
Initial Capacity	125 GWh/d Delivery Capacity, 200,000 m ³ Storage, 42 Berthing Slots per annum
Term	<input type="checkbox"/> Minimum 5 years, <input type="checkbox"/> 10 years, <input type="checkbox"/> Till 14 th July 2045,
Annual Capacity Charge Offered	[£/year]

Confirmation of Maximum Capacity Bid For

If filling out multiple bids above, please confirm the maximum amount of capacity you are bidding for using the options below. If you are successfully allocated one or two lots and have confirmed that your total capacity bid for is greater than one or two lots respectively, your bids for additional lots will be considered until you have been allocated the maximum number of lots stipulated. Unsuccessful Lot 1 bids will **not** be considered when allocating capacity for Lot 2 and Lot 3, for which the capacity will be allocated to the two highest ranked bids submitted under Bid Two.

Amount of Capacity bid for	<input type="checkbox"/> 1 Lot <input type="checkbox"/> Up to 2 Lots <input type="checkbox"/> Up to 3 Lots
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In the event a bidder(s) is allocated capacity from Lot 1 and another lot and would like both terms to conclude together in line with Bid Two then please confirm this using the options below

Aligning capacity to end together (if applicable)	<input type="checkbox"/> End date for Lot 1 capacity to be aligned with Bid Two
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6 For the purposes of GLNG undertaking its bidding assessment¹:

[We hereby warrant that we have the Required Credit Rating.]

[We do not have the Required Credit Rating but hereby warrant that we will provide cash cover as a means of Acceptable Security in accordance with the TUA should our Binding Bid be accepted.]

[We do not have the Required Credit Rating but enclose an indicative confirmation from [●] that they have the Required Credit Rating and will enter into/provide Acceptable Security in the form of a ([Letter of Credit] [Deed of Guarantee]² in accordance with the TUA should our Binding Bid be accepted.]

[For Joint Bidders:

We hereby warrant that we both have the Required Credit Rating.

Or

One or both of us does not have the Required Credit Rating but hereby warrant that we will provide cash cover as a means of Acceptable Security in accordance with the TUA should our Binding Bid be accepted.]

Or

One or both of us does not have the Required Credit Rating but we enclose an indicative confirmation from [●] that they have the Required Credit Rating and will enter into/provide Acceptable Security in the form of a ([Letter of Credit] [Deed of Guarantee]³ in accordance with the TUA should our Binding Bid be accepted.]

7 Conditional only upon acceptance by GLNG of our Binding Bid, we agree to be bound by the TUA (incorporating the AC and GTCs) with GLNG, completed as indicated below, so as to establish a Services Agreement between us:

7.1 by inserting (as the second party, the New Shipper) our name and registered office address as specified above;

7.2 by inserting as the “Effective Date” in the TUA the date of receipt of GLNG’s notice that our Binding Bid has been accepted; and

7.3 by completing Schedule 4 (and, where applicable, Schedule 4A) with all the relevant information as specified in this Bid Document, including the parameters associated with

¹ Delete two of the options in square brackets as appropriate. Please see Section B3.1.1 of the GTCs for the definition of Required Credit Rating. GLNG may require the production of evidence of a Participant’s or Security Provider’s Required Credit Rating at any time. Joint bidders will need to select one of the similar options in square brackets as appropriate. For joint bidders, the TUA requires security for both bidders up to the full amount required, either by one single joint and several security or two separate forms of security.

² Delete one of the options in square brackets as appropriate

³ Delete one of the options in square brackets as appropriate

our accepted Binding Bid specified in paragraph 5 above and the information provided in paragraphs 6 above and 8 below.

8 To enable completion of the TUA should our Binding Bid be accepted by GLNG, we provide the following details (for joint bids each party to provide the requisite information):

8.1 We confirm that title to LNG unloaded by us [SHALL][SHALL NOT]⁴ be transferred to GLNG⁵.

8.2 Address of the registered office or equivalent:

Address Line 1: [●]

Address Line 2: [●]

Post/ZIP code: [●]

City: [●]

Country: [●]

8.3 Banking details

Bank: [●]

Address: [●]

Account Name: [●]

Sort Code: [●]

Account Number: [●]

8.4 Notice details:

E-mail address: [●]

Postal address: [if different from company address 7.2 above]

Telephone number: [●]

For the attention of: [●]

8.5 Details of UK agent for service of notices⁶:

Name and address in England or Wales of firm/agent: [●]

⁴ Delete one of the options in square brackets as appropriate

⁵ Under the AC, title to LNG will typically be transferred by a Shipper to GLNG on unloading, retained by GLNG during storage at the Terminal, and then title to the applicable quantity of gas transferred from GLNG to the Shipper on delivery. However, the AC contemplates that a Shipper may instead make a one-off election to retain title to all of its unloaded LNG. Making an election does not impact on a Shipper's rights and obligations under the AC with regard to storage and delivery rights at the Terminal.

⁶ N/A if bidder has a place of business in England and Wales

Names of two persons as addressees: [●]

- 9 We attach the following as evidence that (i) this Binding Bid(s), together with the terms contained or referred to in the TUA completed as specified above, including the GTCs and AC, together comprising our Services Agreement to which we will be bound should our Binding Bid(s) be accepted, are approved by us, and (ii) the individual(s) signing this Bid Document on our behalf is/are duly authorised to do so, in each case under and in accordance with the laws of the jurisdiction of our organisation and our constitutional documents:

<Insert description of evidence>⁷

- 10 Our Binding Bid(s) is unconditional and irrevocable and remains open for acceptance by GLNG on such basis during the period for which it remains valid (as provided in paragraph 11 below). Upon such acceptance by GLNG:

10.1 by way of confirmation of paragraph 6 above, no later than ten (10) Business Days after receipt by us of an engrossed version of the TUA, duly completed as specified in paragraph 7, we hereby undertake to procure that the same will be signed on our behalf by our duly authorised representative(s) and returned to GLNG, and we hereby unconditionally and irrevocably authorise GLNG to date such TUA once counter-signed by GLNG;

10.2 notwithstanding paragraph 10.1 above, and with effect from the date of receipt of GLNG's notice that our Binding Bid has been accepted, we agree to be bound by the terms of our Services Agreement established pursuant to paragraph 7, which shall continue in full force and effect regardless of whether or not you or we subsequently sign the TUA pursuant to paragraph 10.1, on the basis that absence of a TUA signed by each of us will not in any way invalidate or make illegal or otherwise prejudice the Services Agreement and its enforceability by either of us, provided that we also acknowledge that a failure to return our signed TUA to GLNG within the timescale required may be treated by GLNG (at its sole discretion) as us disaffirming, disclaiming, repudiating or rejecting in whole or in part, or challenging the validity of, the Services Agreement, entitling GLNG to immediately terminate the Services Agreement; and

10.3 we shall accompany our signed TUA with evidence that (i) the form of TUA signed by us is approved by us, and (ii) the individual(s) signing the TUA on our behalf is/are duly authorised to do so, in each case under and in accordance with the laws of the jurisdiction of our organisation and our constitutional documents.

- 11 Our Binding Bid shall remain open for acceptance by GLNG in writing for forty-five (45) days from the deadline for submission of this Bid Document set out in the Auction Notice.

- 12 [For joint bidders: We acknowledge that as joint bidders, we are jointly and severally liable to GLNG for all amounts pursuant to the TUA and we acknowledge the terms of the TUA in that regard.]

⁷ GLNG will typically rely on a duly certified board minute or similar authority, but bidders should contact GLNG for guidance on its requirements, which will be given on a case by case basis.

Signed _____ Date _____
Name _____
Position _____
Company _____

[Signature block to be repeated in the case of joint bids for each company.]