

NATIONAL GRID GRAIN LNG LIMITED

AND

[NEW SHIPPER]

TERMINAL USER AGREEMENT FOR NEW SHIPPER SERVICES

NOTES FOR USE:

There is one New Shipper type: Base Shipper with one, two or three bids accepted for existing capacity. Capacity lots have different Scheduled Commercial Operation Dates: Lot 1 SCOD is 1 January 2029, Lot 2 & 3 SCOD is 1 October 2029.

There are several possible combinations of potential accepted bids depending on whether a New Shipper has one or more bids accepted (and if so whether the end of the Terms of each are aligned). A New Shipper could have bids accepted for: a) Lot 1, 2 or 3; b) Lots 1 & 2; c) Lots 1 & 3; d) Lots 2 & 3; or e) Lots 1, 2 & 3. Consequently not all potential variants of SCHEDULE 3 are provided.

[TERMINAL EXISTING CAPACITY]

[BASE SHIPPER]

**[SINGLE ACCEPTED BID]/[DOUBLE ACCEPTED
BID]/[TRIPLE ACCEPTED BID]**

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AGREEMENT HISTORY				
Agreement	Date of Execution	Provision	Details	Date of Amendment
Terminal User Agreement	[]	N/A	Original Agreement	N/A
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

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THIS AGREEMENT is dated _ 20[] and made between:

- (1) National Grid Grain LNG Limited of 1-3 Strand, London WC2N (“GLNG”); and
- (2) [(the “New Shipper”)/(together the “New Shipper”)].

WHEREAS:-

- (A) GLNG is the owner and operator of the Isle of Grain LNG import terminal, and pursuant to its Auction Notice dated [●] has sought binding bids from interested parties to acquire existing capacity at the terminal.
- (B) GLNG has now accepted [a binding bid] [two (2) binding bids] [three (3) binding bids] from the New Shipper, pursuant to which the Parties now wish to enter into this Terminal User Agreement (this “Agreement”) as provided in and for the purposes of the New Shipper General Terms and Conditions and the New Shipper Access Code.

IT IS AGREED as follows:

1. General

1.1 In this Agreement:

- (a) New Shipper General Terms and Conditions (or New Shipper GTCs) means the document entitled “New Shipper General Terms and Conditions”; and
- (b) New Shipper Access Code means the document entitled “New Shipper Access Code”,

in each case as published by GLNG and from time to time varied by GLNG in accordance with the provisions thereof, the current versions at the date of this Agreement of which are annexed at (respectively) Annexes A and B.

1.2 With effect from the Effective Date, the New Shipper GTCs and New Shipper Access Code are incorporated into, and shall apply for the purposes of, this Agreement, and together shall comprise the New Shipper’s Services Agreement.

1.3 In accordance with Section A1.2.1 of the New Shipper GTCs, and as amended in clause 1.4 or otherwise defined in clause 1.5, capitalised or otherwise defined terms used in this Agreement shall, unless the context requires otherwise, have the meanings given in Part D of the New Shipper GTCs.

1.4 The term Force Majeure when used in this Agreement shall notwithstanding Section C2.1 of the New Shipper GTCs exclude events or circumstances commencing prior to the Effective Date.

1.5 The following terms when used in this Agreement shall have the meanings shown respectively below:

- (a) “Acceptable Security”: means a deed of guarantee from a Security Provider meeting the requirements of Section B3.1.3 of the New Shipper GTCs, or alternatively a letter of credit or payment of cash meeting the requirements of Section B3.3 or B3.4 (as the case may be) of the New Shipper GTCs;

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- (b) **“Binding Bid(s)”**: has the meaning given to it in the bid document submitted by the New Shipper specifying the New Shipper’s bid for capacity at the Terminal in response to and in accordance with the Auction Notice issued by GLNG);
 - (c) **“Capacity 2029 Project”**: shall mean the project known as the National Grid Grain LNG Capacity 2029 Project, comprising the sale of existing capacity, providing the opportunity for multiple contract awards depending on the extent of the project as may be approved by GLNG;
 - (d) **“Conditions Precedent”**: means the conditions precedent set out in clause 2.1;
 - (e) **“CP Satisfaction Date”**: means the date of satisfaction of the Conditions Precedent in accordance with clause 2;
 - (f) **“Effective Date”**: means the date of receipt of GLNG’s notice that the New Shipper’s Binding Bid has been accepted;
 - (g) **“Initial Security Long Stop Date”**: means midnight on the day which is ten (10) Business Days after the Effective Date;
 - (h) **“Auction Notice”**: means the notice dated [●] in relation to the Capacity 2029 Project;
 - (i) **“Terminal Upgrade”**: means that element of the Capacity 2029 Project comprising the refurbishment and upgrade of part of the existing Terminal Facilities, which will facilitate up to six hundred thousand (600,000) m³ of Storage Capacity and up to three hundred and seventy five (375) GWh/Day of Delivery Capacity;
 - (j) **“Terminal Upgrade Approval Long Stop Date”**: means midnight on the day which is sixty (60) days after the Effective Date; and
 - (k) **“Termination Amount”**: shall have the meaning given in Schedule 1.
- 1.6 Unless the context otherwise requires, references in this Agreement to a particular clause or Schedule are to a clause or Schedule in this Agreement, and references in a Schedule to a paragraph are to a paragraph in that Schedule.
- 1.7 [If this Agreement is executed by more than one entity as the "New Shipper", the obligations of such persons or entities hereunder will be joint and several. Unless otherwise specified herein, any reference to "New Shipper" and “Party” will mean each such entity executing this Agreement individually and all of such entities collectively.]
- 2. Conditions Precedent**
- 2.1 The provisions of this Agreement (except this clause 2 and clauses 1 and 6) will only become effective on the date on which the following conditions precedent (**“Conditions Precedent”**) have been satisfied:-
- 2.1.1 where the New Shipper [either of the entities comprising the New Shipper] does not have the Required Credit Rating at the Effective Date, the production by the [that] New Shipper of Acceptable Security to secure payment of the [full amount of the] Termination Amount; and

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- 2.1.2 GLNG's internal governance approval for the Terminal Upgrade.
- 2.2 The Parties shall keep each other informed on a regular basis regarding progress towards satisfying the Conditions Precedent, and once each of the Conditions Precedent is obtained GLNG shall so notify the New Shipper promptly in writing.
- 2.3 The New Shipper shall use all reasonable endeavours to procure that the Condition Precedent set out in clause 2.1.1 is satisfied by no later than the Initial Security Long Stop Date (or such later date as may be agreed under clause 2.5).
- 2.4 GLNG shall use all reasonable endeavours to procure that the Condition Precedent set out in clause 2.1.2 is satisfied by no later than the Terminal Upgrade Approval Long Stop Date (or such later date as may be agreed under clause 2.5).
- 2.5 If a Condition Precedent is not satisfied by the respective date specified in clause 2.3 or 2.4 (as the case may be) then GLNG will promptly notify the New Shipper in writing, and within forty eight (48) hours (in the case of clause 2.3) or thirty (30) days (in the case of clause 2.4) of such notice the Parties will meet and seek to agree upon a later date by which that Condition Precedent will, if possible, be satisfied. If the Parties fail to reach agreement upon a later date, either Party may terminate this Agreement without liability on its part (and for the avoidance of doubt with no liability on the part of the New Shipper to pay a Termination Payment) by giving notice in writing to the other Party. Termination shall be a Party's sole remedy for the failure to satisfy a Condition Precedent. The same right of termination, and the procedures related thereto, will apply upon the expiry of any later period agreed by the Parties pursuant to this clause 2.5.
- 2.6 Notwithstanding termination of this Agreement by a Party pursuant to clause 2.5, such termination shall be without prejudice to any accrued rights of either Party against the other with respect to any breach by that other Party of its obligations under this Agreement.

3. Credit Requirements

- 3.1 The provisions of Schedule 1 (*Credit Requirements*) shall apply with respect to GLNG's credit requirements relating to the New Shipper in respect of periods prior to the Commercial Operations Date.

4. Commencement of New Shipper Services

- 4.1 With effect from the Commercial Operations Date as established by the provisions of Schedule 2 (*Commencement of New Shipper Services*), GLNG agrees to provide to the New Shipper for the duration of the Term, and the New Shipper agrees to pay for, the New Shipper Services, and for such purposes each Party agrees to observe and comply with the New Shipper GTCs and the New Shipper Access Code subject to and in accordance with the provisions of Schedule 2 (where applicable) and the details in Schedule 3 (*New Shipper Details*).
- 4.2 Save where otherwise agreed in writing by GLNG, nothing in this Agreement shall entitle the New Shipper to access any Ancillary Services from the Terminal.

5. Termination

- 5.1 Without prejudice to the provisions of Section C6 of the New Shipper GTCs, this Agreement and the New Shipper's Services Agreement shall terminate in the circumstances set out in Schedule 1.

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5.2 [For the purposes of this Agreement, any Default by either Party comprising the New Shipper shall constitute a Default by the New Shipper.]

5.3 Termination or expiry of this Agreement (or any provision thereof) shall be without prejudice to all and any rights and remedies of either Party against the other with respect to any breach by that other Party of its obligations under this Agreement (or the provision thereof which has terminated or expired) accrued as at the date of such termination or expiry.

6. Miscellaneous

6.1 Without prejudice to any provision of the New Shipper GTCs and New Shipper Access Code (including provisions as to their variation), unless otherwise provided herein this Agreement may not be supplemented, amended, modified or changed except by an instrument in writing signed by the New Shipper and GLNG and expressed to be a supplement, amendment, modification or change to this Agreement.

6.2 The Parties do not intend that any terms of this Agreement be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first-above written.

Signed by [])
Duly authorised for and on behalf of)
National Grid Grain LNG Limited) _____

Signed by [])
Duly authorised for and on behalf of)
[New Shipper]) _____

[Signed by [])
Duly authorised for and on behalf of)
[New Shipper]) _____

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SCHEDULE 1 - CREDIT REQUIREMENTS

1. **Credit Cover for Termination Payment**

- 1.1 Where at any time the New Shipper or its Security Provider fails to have the Required Credit Rating, then unless GLNG has agreed to accept and the New Shipper has provided a deed of guarantee (or other surety or security) executed by another Security Provider which meets the Required Credit Rating, then the New Shipper shall, within fifteen (15) Business Days after request from GLNG, provide to GLNG credit cover by way of letter of credit or paying cash to secure payment by GLNG of the Termination Amount set out in paragraph 3.
- 1.2 The Parties agree and acknowledge that Sections B3.1.3, B3.3 and B3.4 of the New Shipper GTCs shall apply respectively to any deed of guarantee, letter of credit or cash payment provided or made for the purposes of paragraph 1.1.
- 1.3 For the avoidance of doubt, at any time after the Commercial Operations Date the New Shipper shall be entitled to give notice to GLNG pursuant to and in accordance with Section B3.2.4 of the New Shipper GTCs if it considers that the amount of security or credit cover exceeds the required amount as referred to therein.

2. **Default**

If at any time prior to the Commercial Operations Date any of the following occurs in relation to the New Shipper and/or the Security Provider:

- (a) the New Shipper fails to provide credit cover pursuant to, and by the date specified in, paragraph 1.1; and/or
- (b) the New Shipper or Security Provider disaffirms, disclaims, repudiates or rejects in whole or in part, or challenges the validity of, the Services Agreement or any deed of guarantee (or other surety or security) or letter of credit; and/or
- (c) a Credit Default,

then upon notice in writing from GLNG to the New Shipper, this Agreement (and the Services Agreement) shall immediately terminate, and a Termination Amount set out in paragraph 3 shall fall due and payable from the New Shipper to GLNG.

3. **Termination Amount**

- 3.1 The **Termination Amount** shall be the sum (in pounds sterling (£)) calculated as the annual amount of the Annual Capacity Charge (in £) specified in paragraph 4.1 of Schedule 3 multiplied by three (3).
- 3.2 The Parties agree that the calculation of the Termination Amount is commercially justifiable in light of anticipated harm and difficulty of estimation or calculation of actual damages.

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SCHEDULE 2- COMMENCEMENT OF NEW SHIPPER SERVICES

1.1 In this Schedule 2, the following terms shall have the following meanings:

- (a) “**Commercial Operations Date**”: means, in relation to any New Shipper, the date for commencement of the New Shipper Services specified in its Commercial Operations Notice;
- (b) “**Commercial Operations Long Stop Date**”: means midnight on the date which is twelve (12) months after the Scheduled Commercial Operations Date;
- (c) “**Commercial Operations Notice**”: means a notice issued by GLNG to a New Shipper confirming its Commercial Operations Date and specifying that the Capacity 2029 Project is Fully Operational;
- (d) “**Fully Operational**” means all aspects of the Capacity 2029 Project are substantially complete so as to allow delivery of the whole of the New Shipper’s Initial Capacity Entitlement in accordance with its Services Agreement;
- (e) “**Latest Window Expiry Date**”: means midnight on [31 July 2029/30 April 2030] as may be deferred pursuant to paragraphs 1.4 & 1.5;
- (f) “**Scheduled Commercial Operations Date**”: means:-
 - (i) [1 January 2029/1 October 2029]
 - (ii) any other date falling within the First Window Period and ascertained in accordance with the process in paragraph 1.3, in each case as may be deferred pursuant to paragraph 1.4; and
- (g) “**Window Periods**”: means the First Window Period, Second Window Period, Third Window Period, Fourth Window Period, Fifth Window Period and Sixth Window Period collectively, each as defined in paragraph 1.3 and as may be deferred pursuant to paragraph 1.4.

Project timescale

1.2 GLNG will be responsible for the refurbishment and upgrade works of the Capacity 2029 Project so that the Terminal meets the requirements set out in Section A2.1 of the New Shipper GTCs, and shall use its reasonable endeavours (including by mitigating all and any delays where reasonably practicable) to cause the Commercial Operations Date for the New Shipper to occur by the Scheduled Commercial Operations Date.

1.3 The Scheduled Commercial Operations Date shall be communicated by GLNG to the New Shipper after such date is determined with increasing specificity in accordance with the following procedure:

- (a) the **First Window Period** shall be the period of twelve (12) months expiring on the Latest Window Expiry Date;
- (b) GLNG shall notify the New Shipper at least twelve (12) months before the commencement of the First Window Period of a six (6) month period falling within the First Window Period (the **Second Window Period**) during which the Scheduled Commercial Operations Date shall occur;

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- (c) GLNG shall notify the New Shipper at least six (6) months before the commencement of the Second Window Period of a three (3) month period falling within the Second Window Period (the **Third Window Period**) during which the Scheduled Commercial Operations Date shall occur;
- (d) GLNG shall notify the New Shipper at least three (3) months before the commencement of the Third Window Period of a one (1) month period falling within the Third Window Period (the **Fourth Window Period**) during which the Scheduled Commercial Operations Date shall occur;
- (e) GLNG shall notify the New Shipper at least six (6) weeks before the commencement of the Fourth Window Period of a one (1) week period falling within the Fourth Window Period (the **Fifth Window Period**) during which the Scheduled Commercial Operations Date shall occur; and
- (f) GLNG shall notify the New Shipper at least four (4) weeks before the commencement of the Fifth Window Period of a day falling within the Fifth Window Period (the **Sixth Window Period**) which shall be the Scheduled Commercial Operations Date.

If GLNG fails to notify any such period or day, the relevant period or day shall be the latest period or day possible in accordance with the foregoing procedure

Permitted delays

1.4 Notwithstanding paragraph 1.2, the Scheduled Commercial Operations Date, the Commercial Operations Long Stop Date, and the start and end date of each of the Window Periods, may at GLNG's sole discretion by notice in writing to the New Shipper be deferred for each day of delay to the Capacity 2029 Project caused wholly or mainly by:

- (a) Force Majeure (but subject always to paragraph 1.5); or
- (b) a breach by the New Shipper of any of its obligations in this Agreement or of any other agreement between GLNG and the New Shipper; or
- (c) any other act or omission by the New Shipper, any Tanker Operator operating on behalf of the New Shipper, and any of their respective officers, employers, representatives, Affiliates, agents, contractors or subcontractors.

Extended FM Delays

1.5 If any of the dates referred to in paragraph 1.4 is deferred at GLNG's discretion by reason of a delay resulting from an event or circumstance of Force Majeure as permitted by paragraph 1.4(a), then for the avoidance of doubt:

1.5.1 Section C2.3 of the New Shipper GTCs and shall apply; and

1.5.2 if such deferral extends for more than twelve (12) months, Section C2.5 of the New Shipper GTCs shall apply and either GLNG or the New Shipper may terminate the Services Agreement in the manner therein set out.

Liquidated damages

1.6 If the Commercial Operations Date for any New Shipper fails to occur on or prior to the Scheduled Commercial Operations Date, then:-

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- (a) GLNG shall pay liquidated damages to the New Shipper, in an amount calculated in accordance with paragraph 1.7; and
- (b) with respect to all periods until the Commercial Operations Date occurs, the New Shipper shall have no liability to pay to GLNG Annual Capacity Charges or any amounts pursuant to any Cost Recovery Provision, and GLNG shall have no liability to pay Compensation to the New Shipper .

1.7 The amount payable by GLNG pursuant to paragraph 1.6 by way of liquidated damages shall be calculated as follows, but subject always to paragraph 1.8:

$$[1.25 * (ACC/365) \text{ for each applicable Day}]$$

where ACC is the Annual Capacity Charge specified in paragraph 4.1 of Schedule 3, and applicable Days shall be those falling in the period from and including the Scheduled Commercial Operations Date and ending on the Day preceding the Commercial Operations Date].

1.8 For any New Shipper, the amounts calculated pursuant to paragraph 1.7 shall be paid in accordance with Section B1 of the New Shipper GTCs and shall not exceed in aggregate the amount which is calculated as one decimal five (1.5) multiplied by the Annual Capacity Charge specified in paragraph 4.1 of Schedule 3 and once such aggregate amount has become payable GLNG shall have no further liability to make any payment to the New Shipper for such delay(s), and in respect thereof the liability limits in Section C9 of the New Shipper GTCs shall not apply.

1.9 Subject to paragraph 1.10, the payment of liquidated damages in accordance with paragraph 1.7 is the sole remedy available to the New Shipper for GLNG's failure to cause the Commercial Operations Date to occur by the Scheduled Commercial Operations Date.

Default and termination

1.10 If for any New Shipper GLNG fails to cause the Commercial Operations Date to occur by the Commercial Operations Long Stop Date, then (without prejudice to GLNG's obligation to pay liquidated damages pursuant to paragraph 1.7) the New Shipper may by notice in writing to GLNG elect to treat the delay as a Default which is not capable of being cured by GLNG for the purposes of Section C6.1.1(c) of the New Shipper GTCs.

Commercial Operations

1.11 Where it is determined by GLNG (acting as a Reasonable and Prudent Operator) that the Capacity 2029 Project is Fully Operational, it shall serve a Commercial Operations Notice on the New Shipper, and the Commercial Operations Notice shall confirm the Commercial Operations Date which, except with the agreement in writing of the New Shipper, shall not be sooner than the date 30 days after service of the Commercial Operations Notice.

1.12 Each Commercial Operations Notice shall be accompanied by reasonable supporting evidence as to GLNG's determination (as a Reasonable and Prudent Operator) that the Capacity 2029 Project is Fully Operational, which shall be deemed to include (where applicable) a takeover certificate (or similar) for the relevant elements.

Early operations

1.13 GLNG may for the avoidance of doubt serve a Commercial Operations Notice confirming a Commercial Operations Date which is prior to the Scheduled Commercial Operations

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Date, provided that any Commercial Operations Date which falls before [1 January 2029/1 October 2029] shall require the agreement in writing of the New Shipper.

Information provision

- 1.14 Throughout the period from the CP Satisfaction Date until the Commercial Operations Date, GLNG shall keep the New Shipper informed of the progress of the Capacity 2029 Project in so far as it relates to refurbishment and upgrade works and the Commercial Operations Date, and without limitation shall provide to the New Shipper:
- (a) an update every quarter until six (6) months prior to Scheduled Commercial Operations Date; and
 - (b) thereafter monthly reports until the Commercial Operations Date.
- 1.15 Without prejudice to Section C2.3 of the New Shipper GTCs, GLNG shall provide the New Shipper promptly with details of all and any delays which delay or might be expected to delay the Commercial Operations Date and for which GLNG has the right to defer the Scheduled Commercial Operations Date in accordance with paragraph 1.4.

Annual Unloading Programme in first year

- 1.16 In relation to the Programme Year in which the Scheduled Commercial Operations Date is expected to fall, and in expectation of the Capacity 2029 Project becoming Fully Operational by such date, the procedure (in Section B3.2 of the New Shipper Access Code) for establishing the Annual Unloading Programme shall be followed (in accordance with the timetable therein specified) and the New Shipper shall be provisionally allocated Scheduled Unloading Dates for the new Shipper's Berthing Slots (on a pro rata basis), and such Annual Unloading Programme shall be effective as to the Scheduled Unloading Dates which fall on or after the Commercial Operations Date. Where the Commercial Operations Date is finally determined, the Annual Unloading Programme will be adjusted accordingly.

No penalty

- 1.17 The Parties agree that the calculation of liquidated damages in paragraphs 1.7 to 1.9 inclusive is commercially justifiable in light of anticipated harm and difficulty of estimation or calculation of actual damages.

1.17.1 **Capacity Reduction Periods**

1.17.2 LOT 1 ONLY

- 1.17.2.1 The New Shipper acknowledges that for the period up to 1 October 2029 the Storage Capacity awarded under the accepted bid will be limited to the available un-contracted Storage Capacity at the Terminal of 180,000m³.

- 1.17.2.2 The New Shipper hereby agrees that notwithstanding the reduction in the Storage Capacity for the period up to 1 October 2029 the Annual Capacity Charge will be payable in full and that any Service Reduction Compensation under the GTCs or NSAC will not apply.

1.17.3 ALL LOTS

- 1.17.3.1 The New Shipper acknowledges that for the period from 1 April 2030 to 30 September 2030 GLNG will undertake maintenance works which will limit the number of Berthing Slots available for use by the New Shipper. The number of Berthing Slots allocated under any

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relevant accepted bid will be 13 rather than 21 during this period and the resulting profile of Berthing Slots during the year will be reflected in the AUP for that year.

- 1.17.3.2 The New Shipper hereby agrees that notwithstanding the reduction in Berthing Slots for the period from 1 April 2030 to 30 September 2030 the Annual Capacity Charge will be payable in full and that any Service Reduction Compensation under GTCs or NSAC will not apply.

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SCHEDULE 3 – NEW SHIPPER DETAILS [LOT 1 ONLY]

1. **Term (Section A1.2 of the New Shipper Access Code)**

The Term shall be the period of [] years commencing on the Commercial Operations Date.

2. **Initial Capacity Entitlement**

2.1 **Delivery Capacity (Section A2.2.2 of the New Shipper Access Code)**

The Initial Delivery Capacity held by the New Shipper over the Term is one hundred and twenty five (125) GWh/Day for each Gas Year (and any part Gas Year).]

2.2 **Storage Capacity (Section A2.2.2 of the New Shipper Access Code)**

The Initial Storage Capacity held by the New Shipper over the Term is:

- a) for the period from the Commercial Operations Date until 30 September 2029 the Initial Storage Capacity shall be 180,000m³
- b) from 1 October 2029 the Initial Storage Capacity shall be two hundred thousand (200,000) m³ for each Gas Year.

2.3 **Berthing Entitlement (Section A2.2.2 of New Shipper Access Code)**

2.4 Subject to paragraph 2.5, the Initial Berthing Entitlement of the New Shipper for each Programme Year over the Term is forty two (42) Berthing Slots except for the period from 1 April 2030 to 30 September 2030 where the number of Berthing Slots to which the shipper shall be entitled shall be 13 Berthing Slots.

2.5 The Initial Berthing Entitlement for any part of a Programme Year shall be calculated on a pro rata basis and rounded up to the nearest whole number of Berthing Slots.

3. **[Not Used]**

4. **Annual Capacity Charge (Section A5 of the New Shipper Access Code)**

4.1 The annual amount in respect of the New Shipper's Initial Capacity is £[].

4.2 Based on the above annual amount, the initial Annual Capacity Charge is £[]/GWh/Day.

5. **Other Charges (Section A1.2 New Shipper Access Code)**

[]

6. **Minimum Delivery (Section C4.2 New Shipper Access Code)**

The New Shipper's Minimum Daily Delivery Share is six ([6.0]) GWh.

This is based on a Reference MDE (Minimum Delivery Estimate) of thirty two ([32]) GWh.

7. **Minimum Inventory (Section C1.4.2 of the New Shipper Access Code)**

The New Shipper's Minimum Inventory is [15,000] m³.

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8. Banking Details (Section B1.1.6 of the New Shipper GTCs)

The banking details of the Parties are as follows:

(a) GLNG:

Name of bank: [Barclays Bank plc]
Address: [54 Lombard Street, London EC3P 3AH]
Sort Code [20-00-00]
Account Number: [10955892]
Account Name: [National Grid Grain LNG Limited]

(b) New Shipper: []

Name of bank: []
Address: []
Sort Code []
Account Number: []
Account Name: []

(c) [New Shipper: []

Name of bank: []
Address: []
Sort Code []
Account Number: []
Account Name: []]

9. Credit rating and credit support (Section B3 of New Shipper GTCs)

9.1 The Parties have agreed that the New Shipper shall provide the following credit support in favour of GLNG to secure the Termination Amount under and in accordance with Schedule 1:-

(a) Security Document: []

(b) Security Provider: []

10. Notice Provisions (Section C11.1.2 of the New Shipper GTCs)

The notice details of the Parties are as follows:

(a) GLNG

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Address: National Grid Grain LNG Terminal
Isle of Grain
Rochester
Kent ME3 OAB

Attention Commercial Operations Manager

E-mail: []

Copy to: []

(b) New Shipper:

Address: []

Attention []

E-mail: []

(c) [New Shipper:

Address: []

Attention []

E-mail: []]

11. Service of Process Provisions (Section C7.1 of the New Shipper GTCs)

The New Shipper's address for service of process is as follows:

(a) name of firm/agent: []

(b) address: []

(c) FAO (person one): []

(d) FAO (person two): []

12. Alternative Title Arrangements (Section B6.3 of the New Shipper Access Code)

[Title to LNG unloaded by the New Shipper shall not be transferred to GLNG.][Not applicable.]

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SCHEDULE 3A – NEW SHIPPER DETAILS [LOT 2 OR LOT 3 ONLY]

13. **Term (Section A1.2 of the New Shipper Access Code)**

The Term shall be the period of [] years commencing on the Commercial Operations Date.

14. **Initial Capacity Entitlement**

14.1 **Delivery Capacity (Section A2.2.2 of the New Shipper Access Code)**

The Initial Delivery Capacity held by the New Shipper over the Term is one hundred and twenty five (125) GWh/Day for each Gas Year (and any part Gas Year).

14.2 **Storage Capacity (Section A2.2.2 of the New Shipper Access Code)**

The Initial Storage Capacity held by the New Shipper over the Term is two hundred thousand (200,000) m³ for each Gas Year.

14.3 **Berthing Entitlement (Section A2.2.2 of New Shipper Access Code)**

14.4 Subject to paragraph 2.5, the Initial Berthing Entitlement of the New Shipper for each Programme Year over the Term is forty two (42) Berthing Slots except for the period from 1 April 2030 to 30 September 2030 where the number of Berthing Slots to which the shipper shall be entitled shall be 13 Berthing Slots.

14.5 The Initial Berthing Entitlement for any part of a Programme Year shall be calculated on a pro rata basis and rounded up to the nearest whole number of Berthing Slots.

15. **[Not Used]**

16. **Annual Capacity Charge (Section A5 of the New Shipper Access Code)**

16.1 The annual amount in respect of the New Shipper's Initial Capacity is £[].

16.2 Based on the above annual amount, the initial Annual Capacity Charge is £[]/GWh/Day.

17. **Other Charges (Section A1.2 New Shipper Access Code)**

[]

18. **Minimum Delivery (Section C4.2 New Shipper Access Code)**

The New Shipper's Minimum Daily Delivery Share is six ([6.0]) GWh.

This is based on a Reference MDE (Minimum Delivery Estimate) of thirty two ([32]) GWh.

19. **Minimum Inventory (Section C1.4.2 of the New Shipper Access Code)**

The New Shipper's Minimum Inventory is [15,000] m³.

20. **Banking Details (Section B1.1.6 of the New Shipper GTCs)**

The banking details of the Parties are as follows:

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- (a) **GLNG:**
- Name of bank: [Barclays Bank plc]
Address: [54 Lombard Street, London EC3P 3AH]
Sort Code [20-00-00]
Account Number: [10955892]
Account Name: [National Grid Grain LNG Limited]
- (b) **New Shipper:** []
- Name of bank: []
Address: []
Sort Code []
Account Number: []
Account Name: []
- (c) **[New Shipper:** []
- Name of bank: []
Address: []
Sort Code []
Account Number: []
Account Name: []]

21. Credit rating and credit support (Section B3 of New Shipper GTCs)

21.1 The Parties have agreed that the New Shipper shall provide the following credit support in favour of GLNG to secure the Termination Amount under and in accordance with Schedule 1:-

- (a) Security Document: []
(b) Security Provider: []

22. Notice Provisions (Section C11.1.2 of the New Shipper GTCs)

The notice details of the Parties are as follows:

- (a) **GLNG**
- Address: National Grid Grain LNG Terminal
Isle of Grain
Rochester

SUBJECT TO CONTRACT

Kent ME3 OAB

Attention Commercial Operations Manager

E-mail: []

Copy to: []

(b) New Shipper:

Address: []

Attention []

E-mail: []

(c) [New Shipper:

Address: []

Attention []

E-mail: []]

23. Service of Process Provisions (Section C7.1 of the New Shipper GTCs)

The New Shipper's address for service of process is as follows:

(a) name of firm/agent: []

(b) address: []

(c) FAO (person one): []

(d) FAO (person two): []

24. Alternative Title Arrangements (Section B6.3 of the New Shipper Access Code)

[Title to LNG unloaded by the New Shipper shall not be transferred to GLNG.][Not applicable.]

SUBJECT TO CONTRACT

APPENDIX A – NEW SHIPPER GTCS

SUBJECT TO CONTRACT

APPENDIX B – NEW SHIPPER ACCESS CODE