



**REQUEST MADE ON BEHALF OF FLUXYS LNG FOR APPROVAL BY THE COMMISSION FOR
THE REGULATION OF ELECTRICITY AND GAS (CREG) DATED:**

TERMINALLING CODE VERSION 3.1

FOR THE ZEEBRUGGE LNG TERMINAL

**(IN ACCORDANCE WITH ARTICLE 88 § 1 OF THE ROYAL DECREE OF 4 APRIL 2003 GOVERNING THE CODE OF
CONDUCT WITH REGARD TO ACCESS TO THE NATURAL GAS TRANSPORT INFRASTRUCTURE)**

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1. INTRODUCTION

1.1. Purpose of the Terminalling Code

The network Code for the Zeebrugge LNG Terminal (the “Terminalling Code”) consists of a standardised set of terms, conditions and regulations governing regulated access to the facilities at the LNG Terminal. The purpose of the Terminalling Code is to define the set of operating rules governing the services offered by Fluxys LNG, including the services available via the Automatic Reservation System offered by Fluxys LNG.

1.2. Application of the Terminalling Code

Fluxys LNG shall ensure that the content of the Terminalling Code is identical for all Terminal Users.

1.3. Time references

Unless specified otherwise, references to times (hours) use the time zone applicable in Belgium. Similarly, unless specified otherwise, references to a Day, a Month or a Year use the Gregorian calendar.

Any reference to times must be expressed in hours and minutes (hh:mm), where hours correspond to a number between 0 and 23 and minutes correspond to a number between 0 and 59. It is not necessary to add an *am* or *pm* reference to indicate whether it is the first or second set of 12 hours in a Day.

2. INTERPRETATION

The Appendices represent an integral part of the Terminalling Code and represent a complete entity. The invalidity of an Appendix or of part of an Appendix does not affect the Terminalling Code in its entirety.

Unless specified otherwise, any reference made to a section or a chapter of an Appendix is made to a section or to a chapter of the same Appendix, and any reference made to an Appendix is made to an Appendix of the present Terminalling Code.

Unless specified otherwise, any reference in the present Terminalling Code - whether it is made to an Appendix, a procedure, an Act in the broader sense or to any other document or draft, of whatsoever nature – is deemed to remain unchanged when an amendment, of whatsoever nature and scope, is made to the subject of the aforementioned reference.

3. REVISION

As from the Effective date, Fluxys LNG and the Terminal Users shall meet regularly (at least every two years), or at the request of either Fluxys LNG or of one of the User(s) of the LNG terminal, in order to assess in good faith whether the operating rules and the documents to which these rules refer are to be the subject of an amendment.

The Terminalling Code is subject to the approval of the Federal regulator and does not come into force until after this approval has been granted.

Fluxys LNG sends each proposed amendment to the Terminalling Code to the Terminal Users, who have signed this code, for consultation. These Terminal Users have a minimum of one month as from notification of the proposed amendment to send their comments in respect of this to Fluxys LNG. Fluxys LNG sends the proposed amendment to the Terminalling Code to the Federal regulator for approval, where applicable accompanied by the Terminal Users' comments. The amendment to the Terminalling Code does not come into force until this approval has been received.

The Federal regulator can, in view of changed market conditions or of its evaluation of how the market is operating, commission Fluxys LNG to review and amend the Terminalling Code.

During the six months that follow receipt of the Terminalling Code proposed by Fluxys LNG, the Federal regulator shall inform Fluxys LNG of its decision to approve or to reject the Terminalling Code. If it decides to reject it, the Federal regulator will indicate in respect of which points Fluxys LNG needs to amend the Terminalling Code.

If the Federal regulator rejects the Terminalling Code proposed by Fluxys LNG, Fluxys LNG submits an amended Terminalling Code to the Federal regulator within 75 calendar days after receiving the decision to reject it. Within 75 calendar days that follow receipt of the amended Terminalling Code, the Federal regulator shall inform Fluxys LNG of its decision to approve or to reject it.

For a period of six months, which is renewable, the Federal regulator can enforce a temporary Terminalling Code that has to be applied by Fluxys LNG if it fails to meet its obligations in the notice referred to in the previous paragraph or if the Federal regulator has decided to reject the amended Terminalling Code.

4. APPENDICES

APPENDIX A:	CAPACITY ALLOCATION PROCEDURE FOR THE LNG TERMINAL
APPENDIX B:	PROCEDURE FOR MANAGING CONGESTION OF THE LNG TERMINAL
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**REQUEST MADE ON BEHALF OF FLUXYS LNG FOR APPROVAL
BY THE COMMISSION FOR THE REGULATION OF ELECTRICITY AND GAS (CREG) DATED:**

GLOSSARY OF DEFINITIONS VERSION 3.1

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1. PURPOSE AND APPLICATION

1.1. Purpose of the Glossary

The present Glossary contains the definitions of terms and expressions used in the documents published in accordance with the Code of Conduct such as, but not limited to: the Main Conditions, the Indicative Programme and the Terminalling Code defining the operational rules that apply with respect to the Zeebrugge LNG Terminal.

The purpose of the present Glossary is therefore to provide a coherent set of definitions that apply to the various documents referred to above.

1.2. Application of the Glossary

The Glossary applies in respect of all of the regulated activities of Fluxys LNG.

2. DEFINITIONS

The terms and expressions below are understood to mean the following:

- (1) **“Actual Fuel Gas Consumption”**: means the Quantity of Fuel Gas used by Fluxys LNG, as determined and measured in accordance with section 5 of Appendix C.
- (2) **“Actual Laytime”**: means the time actually taken by an LNG Ship to berth, unload and depart from the berth, as determined under section 3.5.1 of Appendix C.
- (3) **“Additional Send Out Capacity”**: means the Quantity expressed in GWh/hour and representing the part of the Send Out Capacity allocated to a Terminal User per Contract Year in addition to its Basic Send Out Capacity (but excluding its Daily Send Out Capacity).
- (4) **“Additional Storage”**: means the Quantity expressed in cubic meters (m³) of LNG and representing the part of the Storage y allocated to a Terminal User per Contract Year in addition to its Basic Storage (but excluding its Daily Storage).
- (5) **“Adverse Weather Conditions”**: means weather and/or sea conditions actually experienced that are sufficiently severe either:
 - a) to prevent an LNG Ship from proceeding to berth, unloading or departing from berth in accordance with the weather and sea standards prescribed in the published regulations in effect at the Unloading Port, or by order of the port master; or
 - b) to cause an actual determination by the master of the LNG Ship that it is unsafe for the LNG Ship to berth, unload or depart from the berth at the Unloading Port.
- (6) **“Affiliate”** means:

- a) any enterprise which directly or indirectly holds fifty (50) percent or more of the share capital or the voting rights of a Party to a Terminalling Contract or in any other way, directly or indirectly exercises a controlling interest in a Party;
 - b) any enterprise in which one of the Parties to a Terminalling Contract directly or indirectly holds fifty (50) percent or more of the share capital or the voting rights or in any other way, directly or indirectly exercises a controlling interest; or
 - c) any enterprise whose share capital or voting rights are held directly or indirectly for fifty (50) percent or more or which in any other way directly or indirectly is controlled by one of more enterprises which hold directly or indirectly fifty (50) percent or more of the share capital or the voting rights in a Party to a Terminalling Contract or in any other way exercises, directly or indirectly, a controlling interest in a Party to a Terminalling Contract.
- (7) **“Allowed Laytime”**: means the time set forth under section 3.5.1 of Appendix C.
- (8) **“Available Monthly Slots” or “AMS”**: has the meaning specified in sections 1.1.1 to 1.1.3 of Appendix C.
- (9) **“Basic Send Out Capacity”**: means the Quantity expressed in GWh/hour and representing the Regasification Capacity associated with a Slot.
- (10) **“Basic Storage”**: means the Quantity representing the Storage Capacity at the LNG Terminal allocated to each Subscribed Slot. This capacity is provided to the LNG Terminal User from the start of the Slot and decreases in a straight line during the Basic Storage Duration
- (11) **“Basic Storage Duration”**: storage duration that a Terminal User needs, under normal operating conditions, to carry out regasification and to send out into the transport Grid the quantity of LNG unloaded from a given LNG Ship
- (12) **“Belgian Consumer Price Index” or “CPI”**: means the index of consumer prices in Belgium (normal index, 1996 base) as published by the Moniteur Belge on a monthly basis.
- (13) **“Berthing Schedule”**: Unloading schedule for the nominated LNG Ships at the LNG Terminal by the Terminal Users based on the berthing sequence set out in section 3.3 of Appendix C.
- (14) **“Buy-back Gas”**: means the Quantity of Natural Gas expressed in energy units returned from the LNG Terminal to the LNG Ship via the vapour return line as described in Appendix G.
- (15) **“Capacity Charge”**: means the amount paid by the Terminal User for the Capacity Services defined by Parties in the Terminalling Contract.
- (16) **“Capacity Services”**: means the services to be provided by Fluxys LNG to the Terminal User, as set out in the “Indicative Terminalling Programme” and the regulated tariffs.

- (17) **“Consequential Losses”**: means any indirect, incidental or consequential loss or damage incurred by the other Party and/or a third party, including but not limited to loss of profits, loss or interruption of production and any loss of contract, howsoever the same may arise and be suffered by the other Party and/or a third party (including but not limited to, as a result of any claim(s), demand(s) or action(s) made or brought against such Party by any third party, the breach of any representation or warranty hereunder, express or implied, whether in contract, tort or otherwise).
- (18) **“Contract Period”**: means the period beginning on the Effective Date and ending on the date of termination (howsoever caused) or expiry of the Terminalling Contract, including any extensions to this.
- (19) **“Contract Year”** (where applicable): period starting at 00h00 on the 1st January of any calendar year and finishing at 24h00 on the following 31 December.
- (20) **“Cubic Metre” or “m³”**: means the volume occupied by a cube each edge of which is one (1) Metre in length.
- (21) **“Daily Send Out Capacity”**: means a Quantity expressed in GWh/hour and representing the part of the Send Out Capacity offered for a specified Gas Day.
- (22) **“Daily Send Out Capacity Price”**: means the price of the Daily Send Out Capacity as indicated in the regulated tariffs.
- (23) **“Daily Storage”**: means a Quantity expressed in cubic meters (m³) of LNG and representing the part of the Storage Capacity offered for a specified Gas Day.
- (24) **“Daily Storage Price”**: means the Price of Daily Storage as indicated in the regulated tariffs.
- (25) **“Day”**: means a period of twenty-four (24) hours, (or twenty-three (23) or twenty-five (25) as the case may be for daylight saving days) beginning at 00:00 hours on each day and ending at 24:00 hours on the same day.
- (26) **“Day-ahead Market”**: market in which Fluxys LNG offers subscribed but unscheduled Send Out Capacity for the following day, as interruptible capacity.
- (27) **“Deemed Fuel Gas Consumption”**: means the Actual Fuel Gas Consumption plus any energy savings obtained by Fluxys LNG in accordance with section 5.1.2 of Appendix C.
- (28) **“Default Allocated Slots”**: means the Slots scheduled for the Terminal User pursuant to the Default Allocation Procedure under section 1.2 of Appendix C.
- (29) **“Default Allocation Procedure”**: means the procedure described in section 1.2 of Appendix C.

- (30) **“Delivery Point”**: means the point at the LNG Terminal at which the flange coupling of the LNG Terminal’s unloading line joins the flange coupling of the discharge manifold onboard the LNG Ship.
- (31) **“Demurrage Rate”**: amount payable by either the Terminal User or Fluxys LNG in relation to exceeding the Allowed Laytime, at the rate specified in the Terminalling Contract.
- (32) **“Dow Jones”**: means the Dow Jones Newswires, Inc. or any successor thereof..
- (33) **“Effective date”**: means the date of signature of the Terminalling contract.
- (34) **“Emergency”**: means any event or circumstance, whether or not qualifying as Force Majeure, which necessitates urgent measures to be taken by Fluxys LNG and/or Terminal User, acting as a Reasonable and Prudent Operator, in order to maintain the integrity of the LNG Terminal or the LNG Ship, respectively.
- (35) **“ETA” (*Estimated Time of Arrival*)**: planned date and time of arrival for an LNG Ship at the LNG Terminal.
- (36) **“Euro” or “€”**: means the single currency of the Member States of the European Union belonging to the euro zone.
- (37) **“Federal Regulator” or “CREG”**: "Commission for the Regulation of Electricity and Gas", according to the terms of Article 15/14 of the Gas Act , or any body succeeding it.
- (38) **“Fluxys LNG”**: operator of the LNG Terminal.
- (39) **“Fluxys SA”**: means Fluxys Société Anonyme, a company incorporated under the laws of Belgium and having its registered offices 31 avenue des Arts in 1040 Brussels, Belgium and registered in the Commercial Register of Brussels under n° HRB 34.991, VAT nr. BE 402.954.628.
- (40) **“Fourth LNG Storage Tank”**: Fourth LNG Storage tank that Fluxys LNG will build and will put into service at the LNG Terminal.
- (41) **“Fuel Gas”**: means the Natural Gas used by Fluxys LNG to operate the LNG Terminal and made up, in particular, of the Natural Gas:
- a) used to regasify LNG at the LNG Terminal;
 - b) used in the flare pilots at the LNG Terminal;
 - c) used for heating of buildings at the LNG Terminal;
 - d) used in combined heat and power installations (“CHP”) and that by an agreement or convention is allocated to the production of heat used to regasify LNG at the LNG Terminal. (For the CHP existing on the Effective Date, this equals all the Natural Gas going to this CHP less two decimal two one three six (2.2136) times the amount of electricity produced in kWh by the CHP);
 - e) used to preheat such Natural Gas for the applications above.

- (42) **“Gas Act”**: means the Belgian Gas Law of 12 April 1965 concerning the transportation of gaseous and other substances by pipelines, as amended from time to time.
- (43) **“Gas Day”**: means the period of twenty-three (23), twenty-four (24) or twenty-five (25) hours, as the case may be, beginning at 06:00 hours (Belgian time) on each Day and ending at 06:00 hours (Belgian time) on the following Day and the date of any Gas Day shall be the date of its beginning as herein defined.
- (44) **“Gas In Storage”**: means on any hour of any Day a Quantity of LNG, expressed in energy terms, as calculated in accordance with section 5.1 of Appendix C.
- (45) **“Grid”**: means the high pressure Natural Gas transmission network and Natural Gas transit network in Belgium operated by the Transporter.
- (46) **“Gross Heating Value or GHV”**: means that quantity of heat expressed in kWh produced by the complete combustion of one (1) normal cubic metre of Natural Gas at twenty-five (25) degrees Celsius and at an absolute pressure of one decimal zero one three two five (1.01325) bar with excess air at the same temperature and pressure as the Natural Gas when the products of combustion are cooled to twenty-five (25) degrees Celsius and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapour as the Natural Gas and air before combustion
- (47) **“GWh”**: means a gigawatt hour and equals to one million (10^6) kWh.
- (48) **“High tide”**: means each time when the seawater level reaches a high point in the Unloading Port, as published annually by the Port Authority or its successor in the table of tides
- (49) **“Indicative Berthing Schedule or IBS”**: means the annual schedule of deliveries of Nominated Cargoes of LNG to the LNG Terminal by Shipper and the Other Shippers, as determined in accordance with section 1.1.4 of Appendix C.
- (50) **“Joule” or “J”**: means the work done when the point of application of a force of one Newton is displaced a distance of one Metre in the direction of the force.
- (51) **“kWh”**: means a kilowatt hour and equals to three decimal six (3.6) Megajoule.
- (52) **“Liquefied Natural Gas” or “LNG”**: means Natural Gas in a liquid state at or near its boiling point and at a pressure of approximately one atmosphere.
- (53) **“LNG Dock”**: means the part of the Unloading Port indicated as such on the map attached hereto in Appendix F.
- (54) **“LNG Ship”**: means any LNG ship designated by Terminal User to be used to deliver LNG to the LNG Terminal pursuant to the Terminalling Contract

and which has been approved by Fluxys LNG in accordance with the procedure set out in Appendix D.

- (55) **“LNG Terminal”**: means the land, facilities and rights belonging to Terminal Operator at Zeebrugge, Belgium for the berthing of an LNG Ship, the receipt, unloading, storage and redelivery of LNG and send out of regasified LNG into the Grid, together with any expansion or modification thereof after the Effective Date including the Extension, if any.
- (56) **“m³(n) (normal cubic meter) of Natural Gas”**: means the Quantity of Natural Gas which at zero (0) degree Celsius and at an absolute pressure of one decimal zero one three two five (1.01325) bar and when free of water vapour occupies the volume of one (1) Cubic Metre.
- (57) **“Make-up”**: means a situation in which a Terminal User finds itself who, during a Contract Year (in progress or previous), has not been able to use one or some of the Slot(s) either due to an incidence of Force Majeure, or due to the fault of Fluxys LNG (but where this is the case, without the Terminal User having been reimbursed), and which allows it to request Fluxys LNG to make available one or some supplementary Slot(s).
- (58) **“Maximum Fuel Gas Reimbursement Percentage”**: means the maximum percentage specified for reimbursement of Fuel Gas as determined in section 5.1.2 of Appendix C.
- (59) **“Megajoule” or “MJ”**: means one million (10⁶) Joules
- (60) **“Metre” or “m”**: means the distance travelled by light in vacuum during a period of time of 1/299,792,458 of a second (as determined by the “Cahier Général des Poids et Mesures”, Paris, 1983).
- (61) **“Month”**: means a calendar month, starting at 00:00 on the first Day and ending at 24:00 on the last Day of such month.
- (62) **“Natural Gas”**: means any hydrocarbon or mixture of hydrocarbons consisting essentially of methane, other hydrocarbons and non-combustible gases in gaseous state, which, is extracted from the subsurface of the earth in its natural state separately or together with liquid hydrocarbons.
- (63) **“New Regasification Unit”**: extension of the LNG Terminal regasification unit that is scheduled to be commissioned for service in 2007.
- (64) **“Nominated Cargo of LNG”**: means the estimated Quantity of LNG on board the LNG Ship, when berthing at the LNG Terminal, nominated by the Terminal User for delivery at the LNG Terminal.
- (65) **“NOR” or “Notice of Readiness”**: means a notice of readiness given by the master of the LNG Ship upon arrival at the Pilot Boarding Station, pursuant to section 3.2 of Appendix C.
- (66) **“NORTU” or “Notice of readiness to unload”**: means a notice of readiness to unload given by the master of the LNG Ship to Fluxys LNG’s representative upon establishing a safe ship-shore interface at the berth, pursuant to section 3.4 of Appendix C.

- (67) **“Off-Specification LNG”**: means LNG which does not comply with the Specification as set out in Appendix E, part 1, for the Delivery point.
- (68) **“Off-Specification Natural Gas”**: means Natural Gas which does not comply with the Specification as set out in Appendix E, part 2 or part 3, as applicable, for the Redelivery point.
- (69) **“Operating Rules”**: Operating rules for the LNG Terminal set out in Appendix C.
- (70) **“Overrule Quantity”**: has the meaning specified in section 5.3.2 of Appendix C.
- (71) **“Parties”**: means Fluxys LNG and a Terminal User, **“Party”** means either one of them
- (72) **“Pilot”**: means a duly experienced professional person with recognised industry qualifications in Belgium whose role is to board the LNG Ship and assist the master of the LNG Ship with respect to the safe navigations, berthing and unberthing of the LNG Ship from the Pilot Boarding Station to the berth at the LNG Terminal within the LNG Dock and from the berth at the LNG Terminal to the Pilot Boarding Station.
- (73) **“Pilot Boarding Station” or “PBS”**: of the Unloading Port means the location notified by the competent maritime authorities of the Unloading Port where the LNG Ship should take the Pilot on board which as of the Effective Date is one mile East of “AZ” buoy (Pos. 51°21’18”N – 02°36’ 94”E) or such other point notified by the relevant maritime authorities from time to time.
- (74) **“Port Authority”**: means the port authority at the Unloading Port, known as the “Maatschappij van de Brugse Zeevaartinrichtingen NV” or “MBZ” or any successor thereof.
- (75) **“Quantity”**: means the quantity of Natural Gas, LNG or, Fuel Gas, as applicable, expressed in energy terms (kWh), on a Gross Heating Value basis
- (76) **“Reasonable and Prudent Operator”**: means a person seeking to perform its contractual obligations in compliance with all applicable laws and regulations 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 engaged in the same type of undertaking under the same, or similar, circumstances and conditions.
- (77) **“Redelivery point Metering Facility Operator” or “RMFO”**: means the operator which pursuant to an agreement with Fluxys LNG operates, maintains and calibrates the metering and quality monitoring equipment at the metering facilities used to measure the Natural Gas, expressed in quantities of energy, redelivered at the Redelivery Point.
- (78) **“Redelivery point”**: means the point where the flange coupling of the LNG Terminal joins the flange coupling of the Grid at the location indicated on the

maps attached hereto in Appendix F or such other point as may be agreed between the Parties.

- (79) **“Regulated Tariffs”**: means the tariffs for utilising the Terminalling services offered by the Operator of the terminal as approved by the CREG pursuant to the Gas Act and the Royal Decree governing Tariffs and published by Fluxys LNG on its Web site.
- (80) **“Rolling Berthing Schedule” or “RBS”**: means the schedule provided for in section 1.1.6 of Appendix C.
- (81) **“Scheduled Slot”**: means a Subscribed Slot which has been allocated and scheduled in accordance with section 1 of Appendix C and such schedule shall refer to a specific High Tide per such Subscribed Slot
- (82) **“Send Out”**: and its derivative terms means the capacity to regasify LNG and to inject the Natural Gas into the Grid at the Redelivery Point.
- (83) **“Send Out Capacity”**: means the sum of the Basic Send Out Capacity, the Additional Send Out Capacity and the Daily Send Out Capacity.
- (84) **“Ship Approval Procedure”**: procedure defined in Appendix D.
- (85) **“Slot”**: means an entitlement, pursuant to the Terminalling Contract, to berth an LNG Ship at the LNG Terminal in relation to a High Tide as allowed under the nautical rules at the Unloading Port, and to unload, store and regasify its cargo of LNG in accordance with the Terminalling Code.
- (86) **“Specifications”**: means the gas specifications set out in Appendix E.
- (87) **“Specification for LNG at the Delivery Point”**: means the Specifications set out in Part 1 of Appendix E .
- (88) **“Specification for the Redelivery Point”**: means the Specifications set out in Part 2 or 3 of Appendix E.
- (89) **“Storage Capacity”**: means the storage capacity to which a Terminal User is entitled, being the sum of the Basic Storage, the Additional Storage and any Daily Storage allocated to an LNG Terminal User, and as defined in the Indicative Terminalling Programme.
- (90) **“Subscribed Slot”**: means a Slot contracted by a Terminal User according to the terms of the Terminalling Contract that it will have entered into
- (91) **“Terminal Nominations”**: means the nominations made by the Terminal User in accordance with the provisions in Appendix H.
- (92) **“Terminal User”**: means any person (or its successor or authorised representative) Party to a Terminalling Contract with Fluxys LNG.
- (93) **“Terminal User’s Client”**: entity to which the Natural Gas is transferred and/or delivered upon re-delivery to the LNG Terminal User by Fluxys LNG at the Redelivery Point, in accordance with the Terminalling Contract. This entity can be the LNG Terminal User.

- (94) **“Terminal User’s Gas In Storage”**: expression assuming the precise meaning as set out in section 5.1.1 of Appendix C.
- (95) **“Terminal User’s LNG”**: LNG delivered to the Point of delivery by a Terminal User or on behalf of the same.
- (96) **“Terminalling Contract”**: Contract linking Fluxys LNG to a user of the LNG Terminal for the provision of services at the LNG terminal.
- (97) **“Transit Service Agreement”**: means a transit services agreement entered into by Terminal User’s Client for the transit of Natural Gas as from the Redelivery Point
- (98) **“Transporter”**: means any company operating a high pressure grid that is connected to the LNG Terminal.
- (99) **“Transport Service Agreement” or “TSA”**: means a transport services agreement entered into by Terminal User’s Client for the transport of Natural Gas as from the Redelivery Point.
- (100) **“TSA Nominations”**: means the nominations under the TSA and/or the Transit Services Agreement made by Terminal’s Client for transport and/or transit (as applicable) of the Natural Gas as from the Redelivery Point.
- (101) **“Unloading Port”**: means the port located at Zeebrugge, Belgium where the LNG Terminal is located
- (102) **“User of the ARS”**: person or company that has signed an ARS service agreement as well as the Terminalling Code in accordance with article 87 of the Code of Conduct.
- (103) **“Window”**: means, in relation to a Scheduled Slot, a time period containing three consecutive High Tides starting on the first High Tide thereof which first High Tide is the High Tide specifically referred to for such Scheduled Slot in the RBS.
- (104) **“Working day”**: means a day in Belgium other than a Saturday or Sunday or a bank holiday, or a "bridging" day which falls between a bank holiday and a Saturday or Sunday at Fluxys LNG’s, the dates of the bank holidays and bridging days being notified prior to each Contract Year by Fluxys LNG to Terminal User.
- (105) **“Year”**: means a period of twelve (12) consecutive Months
- (106) **“Zig Day-Ahead”**: means the Dow Jones Zeebrugge Day–Ahead Base Index for Natural Gas or the Dow Jones Zeebrugge Weekend Base Index for Natural Gas, as applicable, expressed in €/GJ and as published by Dow Jones.

APPENDIX A: CAPACITY ALLOCATION PROCEDURE AT THE LNG TERMINAL

(See also the Main Access Conditions and the Indicative Transport Programme applicable to the LNG Terminal.)

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1. PRELIMINARY NOTE

Independently of the market on which the capacity has been acquired, only carriers that have successfully passed the Ship Approval Procedure are authorised to access the LNG terminal.

To be entitled to access the Fluxys LNG facilities and be taken into consideration in the capacity allocation procedure, applicants must submit an access request to Fluxys LNG.

2. TYPES OF CAPACITY

A distinction should be made between the following types of capacity:

1. Slot (consisting of acceptance and unloading the LNG Ships, of Basic Storage and of Basic Send Out Capacity)
2. Send Out Capacities:
 - Basic Send Out Capacity (representing part of a Slot);
 - Additional Send Out Capacity;
 - Additional Send Out Capacity entitlements (pooling);
 - Daily Send Out Capacity;
 - Send Out Capacity for an Unsubscribed Slot;
 - Day Ahead interruptible Send Out Capacity.
3. Storage:
 - Basic Storage (representing part of Slot);
 - Additional Storage;
 - Daily Storage;
 - Storage for an Unsubscribed Slot
4. Loading trucks with LNG

3. ALLOCATION OF LONG TERM CAPACITIES ON THE PRIMARY MARKET

The following types of capacities can be allocated on the long-term capacities Primary Market: a Slot, the Additional Send Out Capacity, the Additional Storage.

Allocation on the Primary Market of long-term capacities can be seen in the case of new investments made in the facilities at the LNG Terminal or in the term of a long-term contract. This allocation of capacities takes place during an Open Season for which the procedure is as follows:

1. An information protocol is sent to all of the potential actors. This protocol is published in the press and on the Fluxys LNG web site.
2. The interested parties get involved in the process and sign a confidentiality agreement.
3. The parties negotiate with Fluxys LNG.
4. The parties sign conditional agreements.
5. If the demand for capacity is greater than Fluxys LNG's supply, based on its investment programme, transparent and non-discriminatory priority criteria are used to decide between the applicants. These criteria are determined by market conditions and are approved by the Federal regulator.
6. The parties sign the Terminalling Contracts.

The capacities still available to upon conclusion of the Open Season are then subject to a short-term allocation, in accordance with section 4 of the present appendix.

4. ALLOCATION OF FREE SLOTS ON THE PRIMARY MARKET

The free Slots are Slots, which have not been allocated during Open Season, or which are identified as being available:

- either upon drawing up the annual unloading programme (AMS): Additional Slots between March and October (section 1.1.3 of Appendix C);
- or during the contract Year, at the time of the quarterly unloading programmes (RBS): Unsubscribed Slots scheduled by Fluxys LNG or groups of consecutive High Tides (section 1.1.6 of Appendix C).

These free Slots are allocated whilst observing the following order of priority:

1. To the Terminal User(s) which will have (notified Fluxys LNG of its (their) effective or probable lack of capacity – due to maintenance – to use the Subscribed Slot during the Contract Year;
2. To the Terminal User(s) which has (have) Make-up capacity;
3. To any Terminal User or potential Terminal User: based upon the rule of "*First Committed / First Served*" from the time at which this Slot was scheduled in the RBS.

5. ALLOCATION OF GROUPS OF UNUSED SEND OUT CAPACITY (POOLING)

If Send Out Capacity is still available 30 days before the date of providing the service, a group of unused Send Out Capacities ("*Pooling*") is made in accordance with section 5.2.4 of Appendix C. These additional entitlements to Send Out capacity are allocated whilst observing the following order of priority:

1. To the Terminal User whose Basic Send Out Capacity is less than the average monthly net capacity of its Nominations. If several Terminal Users are in this situation, allocation is made proportionate to their respective difference between this average and their Basic Send Out Capacity;
2. To Terminal Users proportionate to their initial adjusted requests for Capacities allocated in the previous point.

Firm capacities resulting from "pooling" shall be allocated 30 days before and interruptible Capacities shall be allocated the day before.

6. ALLOCATION OF DAILY STORAGE AND SEND OUT CAPACITIES

Daily Send Out and Storage Capacities are allocated proportionate to the requests made by Terminal Users the day before, before the start of the Nomination process in accordance with to the sections 5.4 and 5.6 of Appendix C.

7. ALLOCATION OF SEND OUT ON THE DAY AHEAD MARKET

Non-nominated Send Out Capacity is offered on the Day Ahead market and is allocated on the basis of the principle of "*First Committed / First Served*" during the Nomination process.

8. ALLOCATION OF UNSUBSCRIBED CAPACITIES FOR SLOTS

If a Slot remains unsubscribed 10 days before the start of the Slot, the Send Out and Storage Capacities for this Slot shall be allocated free of charge proportionate to the requests in accordance with the section 1.1.6 of Appendix C.

The Capacity allocated in this way free of charge shall be interrupted if S.A. Fluxys LNG sells it as firm capacity, at the price regulated, to a Terminal User.

9. ALLOCATION OF TRUCK LOADING CAPACITIES

An open season for truck loading capacities is organised annually. These Capacities are allocated by priority to Users of the PSP up to their injection capacity for the year in question. The balance of truck loading capacities is allocated proportionate to requests upon completion of the open season, then based on the “*First Committed / First Served*” rule.

10. ALLOCATION ON THE SECONDARY MARKET

The following capacities can be the subject of transactions on the Secondary market: the Slot and all or part of the Basic or Additional Storage and the Basic or Additional Send Out Capacity.

Allocation is made based upon the rule of “*First Committed / First Served*”.

The procedure following this and the timing is listed in Appendix I.

11. ALLOCATION OF CAPACITIES RELEASED BY THE REGULATOR IN CASE OF CONGESTION

Allocation is made up to the capacity released in favour of the applicant who has demonstrated that it is actually going to use the released capacity, in accordance with art. 48 §2 of the Code of Conduct. It is up to the Federal regulator to determine the applicable rules of release and allocation.

The procedure outlining how to manage the congestion is defined in Appendix B.

APPENDIX B:
PROCEDURE FOR MANAGING
CONGESTION OF THE LNG TERMINAL

(In accordance with articles 47 and 48 of the Code of Conduct)

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1. PRO-ACTIVE CONGESTION POLICY

In order to avoid congestion situations at the LNG Terminal, Fluxys LNG pro-actively takes the following action:

1. Recommendations to make optimal use of capacities by allowing transfer of capacities between LNG Terminal Users using the Secondary market and by promoting the Day-ahead Market;
2. Recommendations to make effective use of allocated capacities by maintaining an unused capacity Register and by stating the take-up rate of firm subscribed capacity on invoices presented to LNG Terminal Users;
3. If unable to respond positively to a request for firm capacity allocation, where possible Fluxys LNG will suggest:
 - to LNG Terminal Users to convert from firm subscribed capacity to interruptible capacity and/or
 - to the applicant for capacity to subscribe to interruptible capacity.

If these pro-active measures are insufficient to meet the requirements of an applicant for capacity, the procedure set out in section 3 below shall be applied.

2. UNUSED CAPACITY REGISTER

2.1. Content of the Register

Fluxys LNG creates an electronic register covering use of capacities of the LNG Terminal and providing the following details for each of the LNG Terminal Users:

1. The number of Slots scheduled by each Terminal User for each month, taking into account the Slots in the Secondary market;
2. The dates for unloading the LNG Ships and the quantities of LNG unloaded;
3. The Slots (taking into account the Slots in the Secondary market) scheduled but unused by the LNG Terminal Users and the reasons why these Slots have been missed (insofar as Fluxys LNG is aware of the reasons for this). The unused Slots, which have not been notified by a Terminal User in accordance with Appendix J, section 2, point iii, must be identified in the Register;
4. The Send Out Capacity allocated (and uninterrupted) to LNG Terminal Users;
5. The total maximum and daily hourly Send Out nominations.

2.2. Calculation method

The calculation method for unused capacity applied by Fluxys LNG includes the previous use of this capacity and is based on the data that the Register receives as set out in chapter 2.1. This calculation of unused capacity must be considered as being a *preliminary analysis* in case of congestion.

The calculation method takes the following elements into consideration:

1. the annual rate of use of the Slots; in other words the number of Slots used divided by the number of Slots to which the Terminal User is entitled, on an annual basis, in accordance with the Terminalling Contract;
2. the monthly rate of use of the Slots; in other words the number of Slots used divided by the number of scheduled Slots, on a monthly basis;
3. the Slots accounted for on the Secondary market;
4. the daily rate of use of Send Out Capacities (total maximum and daily Send Out nominations divided by the total subscribed (and uninterrupted));
5. the operational availability of the facilities and relevant external factors (for example, the closing of the port of Zeebrugge);
6. the firm capacity allocated as part of any supply contract known to Fluxys LNG;
7. any capacity assigned with release of the assignor;
8. the capacity offered on the Secondary market at a price, which does not exceed the regulated tariff;
9. public service obligations.
10. the characteristics of the subscribed services;
11. any documentary evidence and relevant fact communicated by the LNG Terminal Users.

3. TEMPORARY CONGESTION

In case of congestion, the following procedure applies:

3.1. Stage 1

Fluxys LNG communicates to the Federal regulator information relating to the congestion, in accordance with the procedure defined in article 48 §1 of the Code of Conduct:

- the place (jetty, Storage and/or Send Out) and the probable duration of the congestion
- the applicant(s) and the Terminal Users affected by the congestion
- for each applicant:

- the quantity of firm unallocated capacity due to the congestion
- the duration of the requested contract
- for each Terminal User: the quantity of unused capacity
- the measures already taken by Fluxys LNG to minimise congestion
- the measures already taken by Fluxys LNG to resolve the congestion (where possible).

3.2. Stage 2

Any applicant for capacity must supply to the Federal regulator proof of its actual use of the requested capacity. The applicant is thus authorised to invoke any delivery contracts.

If the applicant is already a Terminal User, the level of its unused capacity shall be taken into consideration. Fluxys LNG shall use the Allocated capacity usage register to proceed with a preliminary analysis:

- the trend in capacity usage
- the nomination/allocation profiles
- any other relevant criteria.

The following firm capacity is not deemed to be unused capacity when the Terminal User supplies the following justifications:

1. the allocated firm capacity falls within the remit of existing supply contracts;
2. the allocated firm capacity is transferred with the release of the assignor to one or several LNG Terminal User(s);
3. the allocated firm capacity is offered by the Terminal User on the Secondary market at a price, which does not exceed the regulated tariff or the indicative price of the Primary Market if there is no regulated tariff;
4. the allocated firm capacity is required to fulfil public service obligations.

3.3. Stage 3

Based upon the information obtained during the course of stages 1 and 2, the Federal regulator will take the necessary action to release in part or in full the unused allocated capacity up to the capacity requested and to do this, shall use the allocated capacity Register to calculate the capacity that is to be released.

3.4. Stage 4

Forty-five days after notification by the Federal regulator of its request to release the required capacity, Fluxys LNG shall release the capacity unused by LNG Terminal Users. Fluxys LNG shall impose on the LNG Terminal Users a capacity interruption tariff in accordance with Fluxys LNG's regulated tariffs.

4. PERSISTENT CONGESTION

In case of persistent congestion, Fluxys LNG shall revise the Capacity allocation rules in force. Fluxys LNG shall take the following elements into consideration:

- demand in the market;
- long-term Contracts;
- approved projects to expand the LNG Terminal.

Any revision of the Capacity allocation rules shall be carried out in collaboration with LNG Terminal Users (see Appendix B). The proposals for amended Capacity allocation rules shall be submitted to the Federal regulator and, if approved, shall also result in the Main Access Conditions to the LNG Terminal being updated.

APPENDIX C:

OPERATING RULES FOR THE LNG TERMINAL

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1. SCHEDULING OF THE LNG TERMINAL USER'S SUBSCRIBED SLOTS

Introduction

This chapter establishes the procedure to schedule the Terminal User's Subscribed Slots by way of determining the Available Monthly Slots (“AMS”) and establishing an annual Indicative Berthing Schedule (“IBS”) and a three Month Rolling Berthing Schedule (“RBS”). The aim is to have an even distribution of all Terminal Users' Subscribed Slots over each Month of each Contract Year, adjusted as required for Planned Maintenance. The table below lists the main parameters for each level of aggregate services that Fluxys LNG may make available. This first paragraph and the table below are included in Appendix C for convenience only and shall not be referred to in relation to construction or implementation of Appendix C or any other portion of the Terminalling Code. This table has been drawn up without prejudice to the CREG's approval of the Indicative Transport Programme and in no way prejudices this approval.

	Basic Storage	Basic Storage Duration	Minimum spacing between the 1st High Tides for 2 successive Scheduled Slots	Basic Send Out	Total Basic Send Out	Additional Send Out	Additional Storage
	m ³ LNG	High Tides	High Tides	MWh/h	MWh/h	MWh/h	m ³ LNG
Expanded Terminal Capacity	140,000	20	10	4,200	8,400	805	30,000
Unexpanded Terminal Capacity	140,000	20	5	4,200	16,800	2,870	30,000

1.1. Available Monthly Slots (“AMS”), Indicative Berthing Schedule (“IBS”) and Rolling Berthing Schedule (“RBS”).

Prior to 20 October of each Contract Year, or in relation to the first Contract Year by 20 October of the Calendar Year preceding the first Contract Year, Fluxys LNG and all Terminal Users shall draw up the AMS and IBS for the first or next Contract Year, as the case may be, pursuant to the provisions set out below.

The number of Slots available in each Month of any Contract Year as determined in the AMS pursuant to section 1.1.3 shall be binding for each Month in the Contract Year, but the number of Slots that the Terminal User shall schedule in each such

Month based on the AMS figure shall be established when determining the RBS pursuant to section 1.1.6.

The IBS shall set out indicative Slot dates for Terminal Users at the LNG Terminal for each Month in the applicable Contract Year. Binding and firm Scheduled Slot dates for the Terminal User shall be determined in the RBS.

Establishing the AMS

- 1.1.1. By 1 September prior to each Contract Year, Fluxys LNG shall notify Terminal Users of the cumulative number of Terminal User's Subscribed Slots for that Contract Year, together with, where applicable, the indicative maintenance dates scheduled for the LNG Terminal, which will have been determined beforehand in collaboration with the Shipper and will have been done for each Month of the Contract Year in question. Furthermore, Fluxys LNG shall also notify the Terminal User of the figures indicative at this time and taken from the formulae (1) and (2) presented in section 1.1.3. The accumulated number of Slots Subscribed to by all Terminal Users will not be able to exceed the Terminal capacity of the LNG Terminal.
- 1.1.2. As soon as reasonably possible following the notification from Fluxys LNG pursuant to section 1.1.1 above, but ultimately by 15 September before each Contract Year, Fluxys LNG and the Terminal Users shall meet, exchange information (including Terminal Users' draft preliminary annual berthing schedule) and coordinate for the next Contract Year on the Planned Maintenance periods of the: LNG Terminal, Terminal Users' Production Facilities, and drydocking of Terminal Users' LNG Ships in order to minimize the impact on the scheduling of Slots at the LNG Terminal and the delivery of LNG at the LNG Terminal and redelivery of Natural Gas at the Redelivery Point.
- 1.1.3. As soon as practical but no later than 30 September before each Contract Year, Fluxys LNG shall notify the Terminal User, in accordance with the provisions in the Terminalling Contract, of the firm Planned Maintenance dates of the LNG Terminal (which will have been determined beforehand in cooperation with the Transport Operator) and the AMS for each Month in that next Contract Year.

The AMS for each Month in the next Contract Year shall be determined by Fluxys LNG based on an equal distribution of the cumulative number of Terminal Users' Subscribed Slots for such Contract Year, such distribution being based on the number of High Tides in each such Month excluding High Tides being unavailable for reasons of Planned Maintenance at the LNG Terminal (which will have been determined beforehand in cooperation with the Transport Operator) during such Month, as determined pursuant to the following formula (1):

$$\frac{SS_{tot}}{HT_y - Y_{cy}} \times (D_m - X_m)$$

rounded to two decimal places, where:

SS_{tot} is equal to the Expanded Terminal Capacity or the Unexpanded Terminal Capacity, as the case may be;

HT_y is equal to the number of High Tides in the relevant Contract Year;

- Y_{cy} is equal to the number of High Tides in the relevant Contract Year and during which the LNG Terminal is not expected to be available due to Planned Maintenance (as defined beforehand in cooperation with the Transport Operator);
- D_m is equal to the number of High Tides in the relevant Month;
- X_m is equal to the number of High Tides in the relevant Month on which the LNG Terminal will not be available due to Planned Maintenance (as defined beforehand in cooperation with the Transport Operator).

As soon as practical possible but ultimately by 1 October before each Contract Year, Fluxys LNG shall communicate to the Terminal User its Slot entitlement for each Month M in the next Contract Year ("*Slot entitlement*"), by applying the formula (2) below:

$$\frac{SS_{scy}}{HT_y - Y_{cy}} \times (D_m - X_m)$$

rounded to two decimal places, where:

- SS_{scy} is equal to the number of Terminal User's Subscribed Slots for the Contract Year;
- HT_y is equal to the number of High Tides in the Contract Year;
- Y_{cy} is equal to the number of High Tides in the relevant Contract Year on which the LNG Terminal is planned not to be available due to Planned Maintenance (as defined beforehand in cooperation with the Transport Operator);
- D_m is equal to the number of High Tides in the relevant Month; and
- X_m is equal to the number of High Tides in the relevant Month on which the LNG Terminal will not be available due to Planned Maintenance (as defined beforehand in cooperation with the Terminal Operator).

Terminal Users shall schedule in the RBS, in accordance with section 1.1.6, or in case of application of the Default Allocation Procedure, in accordance with section 1.2, for each Month a total number of Slots equal to the Available Monthly Slots, such AMS shall be rounded up or down, at Terminal Users' choice, to the nearest whole number. The rounding difference, if any, shall be carried forward to the following Month and applied to the number of Slots available in such Month as determined in the AMS.

After the AMS has been established, Fluxys LNG and the Terminal Users shall evaluate the potential of making available one (1) additional Slot during each of the Months from March to October during the next Contract Year, taking into account all relevant factors, including experience gained and changing circumstances. If such evaluation confirms the possibility to make available such additional Slots, then

prioritisation to allocate additional Slots identified during the above mentioned process shall be as follows:

- (1) First, to any Terminal User which have notified Fluxys LNG that it cannot or might not be able to use a Terminal User's Subscribed Slot(s) during the next Contract Year (Y+1) due to reasons of maintenance of its Production Facilities and/or of its LNG Ships or due to justified and documented shipping logistical constraints. Where a Terminal User schedules under the AMS such additional Slot(s) in any Month from March to October for the next Contract Year (Y+1), such Terminal User shall reduce its *Slot entitlement* by an equivalent number in any prior or subsequent Months in such Contract Year (Y+1) such that such Terminal User does not exceed its annual number of subscribed Slots. For the avoidance of doubt such additional Slot shall be considered a subscribed Slot;
- (2) Second, to Terminal User with Make Up Capacity. For the purposes of sections 1.3 to 11 of the present Appendix C, such Make Up Slot shall, once scheduled under the RBS, be considered to be a Scheduled Slot.

Once such an additional Slot, including Make Up Slots, is identified, this Slot must be scheduled in the RBS by its holder or, failing this, by Fluxys LNG. Nonetheless, it only has a lower priority level compared with the other subscribed Slots, which are scheduled in the RBS.

Establishing the IBS

- 1.1.4. As soon as reasonably possible following the establishment of the AMS pursuant to section 1.1.3 above, but ultimately by 10 October before each Contract Year, Terminal User shall submit to Fluxys LNG:
 - (a) a draft annual berthing schedule in line with the Terminal User's Slot entitlement pursuant to formula (2) in section 1.1.3;
 - (b) the name of the LNG Ships that the Terminal User intends to use during the Contract Year;
 - (c) the indicative ETA for each LNG Ship in relation to points (a) and (b);
 - (d) the indicative fuel increment in tons of bunker fuel per Day for speed increases of each LNG Ship identified in (b) with supporting documentation, if available.

This information will be compiled in an IBS by Fluxys LNG pursuant to section 1.1.5 below.

- 1.1.5. As soon as reasonably possible and before 20 October preceding the next Contract Year, Fluxys LNG shall communicate to the Terminal Users the IBS, which must comply with the condition that the number of Slots scheduled by each Terminal User over the Contract Year must equal each of Terminal Users' Subscribed Slots for the next Contract Year increased by Terminal User's Make Up Slots, if any; and shall, unless otherwise determined pursuant to sections 1.1.3, be evenly spread over the Contract Year as far as practicable possible.

Establishing the RBS

- 1.1.6. Every Month M (commencing three Months prior to the Service Start Date), Fluxys LNG and Terminal Users shall discuss in good faith, with the aim of agreeing, before the 19th day of such Month M, the RBS for Months M+1, M+2 and M+3. Where a Terminal User does not participate in such good faith discussions or does not provide appropriate information to enable such discussions without participation of such Terminal User, Fluxys LNG shall act as such Terminal User for the purposes of setting up the RBS and in this respect Fluxys LNG shall not assume any liability for such Terminal User.

The RBS process shall determine the number of Scheduled Slots for each Terminal User and the date and time of each such Slot, based on a selected High Tide, and the anticipated ETA of Terminal Users' LNG Ship to be used with each such Terminal Users' Scheduled Slot. Each Month's RBS shall include the following:

- (a) The schedule for Month M+3 of the RBS which shall be binding for the Parties in regards of establishing the number Slots to be scheduled by the Terminal Users in Month M+3. The date of the Slots so scheduled for Month M+3 shall be indicative.
- (b) The schedule for Month M+2 shall provide and be binding, subject to section 1.3, for the Parties in regard of the firm date of the Terminal Users Scheduled Slots for Month M+2.
- (c) The schedule for Month M+1 shall provide and be binding, subject to rescheduling pursuant to section 1.3, for the Parties in regard of the firm date of each of the Terminal Users' Scheduled Slots for Month M+1 and would be the same as the schedule for Month M+2 in the previous RBS, unless rescheduling has occurred pursuant to section 1.3.
- (d) The Terminal User shall advise the anticipated ETA and the corresponding High Tide for each of Terminal User's LNG Ship intending to berth at the LNG Terminal for Months M+1, M+2 and M+3.
- (e) The Terminal User shall advise for M+1, M+2 and M+3 Terminal Users Terminal Nominations per Appendix H, 2a.

In scheduling the RBS, the Terminal User shall schedule its Slots to align, as far as is reasonably possible, to its LNG Ship utilisation round trip requirements, as documented, and shall not schedule Slots with the aim only to hinder the scheduling of other Terminal Users. The Terminal User shall work in good faith to avoid scheduling Slots that would hinder the scheduling of Slots of other Terminal Users.

If in any Month of a Contract Year the aggregate of Terminal Users' Slots scheduled is less than the AMS rounded down, the Terminal Users shall schedule their Slots in each RBS for M+1, M+2 and M+3 in a manner which allows Fluxys LNG to schedule unsubscribed Slots up to the AMS rounded down. In such case Fluxys LNG shall act as if it were another Terminal User in establishing the RBS in respect of such unsubscribed Slots. It is understood that Fluxys LNG shall have the lowest priority for scheduling such unsubscribed Slots in Months M+1, M+2 and M+3 in the RBS pursuant to the procedure set forth in this section or in the Default Allocation

Procedure set out under section 1.2. Pursuant to section 1.3, Fluxys LNG shall allow rescheduling of Slots whilst maintaining its entitlement to such unsubscribed Slots.

Ten (10) days before each of these unsubscribed scheduled Slots, and insofar as these Slots have not been allocated pursuant to section 1.4, Fluxys LNG shall offer to Terminal Users, free of charge, in aggregate fifty (50) percent of the basic storage and one hundred (100) percent of the basic send out associated to such unsubscribed scheduled Slot on an interruptible basis. Where Terminal Users in aggregate request more than fifty (50) percent of the basic storage and one hundred (100) percent of the basic send out associated to such unsubscribed scheduled Slot, Fluxys LNG shall allocate such basic storage and such basic send out associated to such unsubscribed scheduled Slot pro rata the amount requested by each of the Terminal Users.

Fluxys LNG may sell the unsubscribed scheduled Slot after such date and prior to the unsubscribed scheduled Slot date. In such case Fluxys LNG may interrupt the service provided in the previous paragraph to the extent required to avoid delaying subsequent Terminal Users' LNG Ships. If at the time of such an interruption, and to the extent of such interruption, Terminal User's Gas In Storage exceeds its Storage Capacity, Fluxys LNG may take action pursuant to sections 5.3.1 and 5.3.2 to the extent such exceedence results other Terminal Users' LNG Ships being delayed, for which the interrupted Terminal User shall be liable for demurrage caused to the LNG Ships of the other Terminal Users.

However, Fluxys LNG shall only take action pursuant to section 5.3.1 in case of application of the previous sentence.

Fluxys LNG shall not unreasonably withhold its approval of the RBS proposed by the Terminal Users, if the following conditions are met, in which case the Slots so scheduled for the Months M+1 and M+2 become Terminal Users' Scheduled Slots:

- (1) For each of the Months M+1, M+2 and M+3, the cumulative number of Slots scheduled by Terminal Users is consistent with the AMS for such Month question as determined pursuant to section 1.1.3 including, for the avoidance of doubt, the rounding up or down and the additional Slot, if applicable, during the Months of March through October, and
- (2) Terminal User's entitlement to a number of Scheduled Slots per Month is calculated as set out below, save for the entitlement to an additional Slot pursuant to the terms set out in section 1.1.3, if any:

$$\frac{SS_{cy}}{HT_y - Y_{cy}} \times (D_m - X_m) + OE_{sm-1}$$

rounded to two decimal places, where:

SS_{cy} is equal to the number of Terminal User's Subscribed Slots for the Contract Year;

HT_y is equal to the number of High Tides in the Contract Year;

Y_{cy} is equal to the number of High Tides in the relevant Contract Year on which the LNG Terminal is planned not to be

- available due to Planned Maintenance (as defined beforehand in cooperation with the Transport Operator);
- D_m is equal to the number of High Tides in the relevant Month;
- X_m is equal to the number of High Tides in the relevant Month on which the LNG Terminal will not be available due to Planned Maintenance (as defined beforehand in cooperation with the Transport Operator);
- OE_{sm-1} is equal to the outstanding entitlement for Terminal User to at the end of the previous Month, provided that the outstanding entitlement for the first Month of each Contract Year shall be zero (0). For the avoidance of doubt, the outstanding entitlement may be a negative or a positive number.
- OE_{sm-1} is equal to $OE_{sm-2} + \frac{SSs_{cy}}{HT_y - Y_{cy}} \times (D_{m-1} - X_{m-1})$ - (Scheduled Slot(s) for Month M-1 for the relevant Terminal User).

Terminal User shall schedule a number of Slots in any Month (which shall be a whole number) in such a way that the outstanding entitlement for any Month is not greater than one (1) overlift and not greater than one (1) underlift, ie ($1 > OE_{sm} > -1$);

- (3) Slots scheduled are not interfering with Planned Maintenance periods;
- (4) Slots scheduled being, to the extent practicable, evenly and fairly spread over the Months and within each Month;
- (5) For each of the Months M+1 and M+2, the first High Tide of any Slot scheduled not being less than five (5) High Tides after the first High Tide of the previous Slot scheduled (where necessary, Fluxys LNG will be able increase the number of High Tides to ten (10) in the Unexpanded Terminal case).

Fluxys LNG and the Terminal Users will use their reasonable endeavour to solve any scheduling conflicts which arise in establishing the RBS.

In case the proposed RBS does not meet the requirements mentioned above in section 1.1.6 by the 19th Day of Month M and Fluxys LNG does not approve such proposed RBS by the 20th Day of Month M, Fluxys LNG shall apply the Default Allocation Procedure for determining the schedule of the Slots for the Month M+2 and/or the number of Slots each Terminal User is entitled to in Month M+3. The Schedule for Month M+1 shall remain as established in the prior Month's RBS, then as a M+2, taking into account any agreed amendments to such RBS, subject to section 1.3.

1.1.7. Ramp Up

In case the number of Terminal User's Subscribed Slots changes from one Month to the next Month due to contractual arrangements, Commissioning of the Extension or otherwise, then the AMS according to formula (1) of section 1.1.3, and the monthly

Slot entitlements according to formula (2) of section 1.1.3 for Terminal User shall be determined by annualising the relevant number of Terminal User's Subscribed Slots.

1.2. Rescheduling of Scheduled Slots

Terminal User may request rescheduling of any Terminal User's Scheduled Slot. Any such request shall be made in writing to Fluxys LNG and shall be made as soon as possible but no later than four (4) days before the date of the Scheduled Slot.

Fluxys LNG shall reschedule the Scheduled Slot as requested, subject to such reasonable conditions or restrictions as Fluxys LNG may determine and document in writing to the Terminal User, and such conditions or restrictions (which could include reimbursement of extra documented costs incurred by Fluxys LNG) being accepted by Terminal User in writing, and subject to such change not having any impact on any of the services scheduled by any Terminal User, Fluxys LNG shall notify Terminal Users in writing of any such change in the RBS pursuant to this section. In case Terminal Operator is unable to reschedule a Scheduled Slot Fluxys LNG shall notify the Terminal User advising the reason for which the request could not be accepted.

Subject to Fluxys LNG's approval, such approval not to be unreasonably withheld, nothing in the Terminalling Contract shall prevent Terminal Users from swapping their Scheduled Slots or taking any other mutually acceptable action between themselves, subject to such an arrangement not having any impact on any of the services scheduled by any of the Terminal Users, who are not involved in such a referenced action. In such event, the Terminal Users involved in such an arrangement shall notify Fluxys LNG of such arrangement as soon as possible but no later than four (4) days before the date of the earliest Scheduled Slot involved. Fluxys LNG shall notify the Terminal Users of the associated changes in the RBS.

The Terminal Users and Fluxys LNG shall use their reasonable endeavours to implement a request for rescheduling of a Scheduled Slot received from any other Terminal User which may be subject to receiving payment from the requesting Terminal User to adapt the speed of the Terminal User's LNG Ship based upon the costs provided by Terminal User pursuant to Section 1.1.4(c).

- 1.4. After setting up the RBS for the Month M, Fluxys LNG shall for Months M+1 and M+2:
- (A) publish any Terminal Users' Subscribed Slots not scheduled or unsubscribed Slots scheduled by Fluxys LNG pursuant to section 1.1.6;
 - (B) Identifying any other grouping of five (5) High Tides not covered in the RBS by a Slot scheduled by a Terminal User. Before the extension of the LNG Terminal, the minimum number of High Tides could be increased to ten (10) if Fluxys LNG deems it necessary.

Slots referenced under (A) hereinabove may be offered by Fluxys LNG to be allocated in accordance with priorities (1), (2) and (3) hereunder.

Groupings of High Tides referenced under (B) hereinabove may be offered by Fluxys LNG to be allocated in accordance with the priorities (1), (2) and (3)

hereunder, subject to the Terminal Users' approval, where such approval cannot be unreasonably withheld.

Without prejudice to section 9.1 and in reference to the paragraph above, Fluxys LNG may offer Slots or groupings referenced under (A) or (B):

- (1) First, to the Terminal User which has notified Fluxys LNG that it has not or might not be able to use Terminal User's Subscribed Slot during the Contract Year due to reason of maintenance of its production facilities and/or of its LNG Ships or due to justified an documented shipping logistic constraints. Where a Terminal User is allocated such Slots or groupings referenced under (A) or (B) above, this Terminal User shall, if the referenced subscribed Slot that cannot be used is in the future Months of the Contract Year, reduce its "*Slot entitlement*" by an equivalent number in any subsequent Months in the same Contract Year such that the applicable Terminal User does not exceed its annual number of Subscribed Slots.
- (2) Second, as a Make Up Slot, to the Terminal User that has Make Up capacity.
- (3) Third, to any other third party who wishes to be allocated such Slot or groupings referenced under (A) or (B) above, which for the avoidance of doubt may be a Terminal User. It is understood that it is not unreasonable for Terminal Users to make their approval, as mentioned under this section 1.4, conditional upon obtaining sufficient security from such third party for the risks associated with the Lending Service offered pursuant to section 6.5.2 of this Appendix C.

A Terminal User may, on reasonable grounds, withdraw its approval to use such Slots referenced under (B) at any time prior to Fluxys LNG's notification to Terminal Users of its entering into a binding agreement to sell such Slot.

For the purposes of sections 1.3 and 1.5 to 11 of this Appendix C, Slots or groupings referenced under (A) or (B) above, shall, once allocated, be considered to be a Scheduled Slot.

- 1.5 Upon scheduling Slots pursuant to the RBS, without prejudice to the application of the Ship Approval Procedure as set out in Appendix D, the Terminal User shall provide the following information to Fluxys LNG, showing for each Scheduled Slot of Month M+1 and M+2 in such:
 - (a) the name of the LNG Ship;
 - (b) the size of the LNG Ship;
 - (c) the date and time of the High Tide;
 - (d) the estimated quality and quantity of LNG to be unloaded at the Delivery Point;
 - (e) the ETA of the LNG Ship.

2. UNLOADING PORT REQUIREMENTS

2.1. Unloading Port Facilities

2.1.1 The LNG Ship shall not exceed the following indicative maximum dimensions and other relevant restricting parameters referenced to in Attachment D, and shall be compliant at all times with the general nautical rules applicable at the Unloading Port including the specific nautical rules for LNG carriers applicable at the Unloading Port as published in its version issued 16th October 2001 which came into effect as of 1st February 2002, as revised and enforced by the competent authorities from time to time:

Length:	350m
Width:	55m
Draft:	13m

2.1.2 The LNG Terminal shall be capable of receiving, berthing and unloading the LNG Ships and shall include, amongst others, the following:

- (a) Berthing facilities that comply with SIGTTO and OCIMF guidelines, in force at Effective Date. To the extent such guidelines are subsequently amended, Terminal Operator will, acting as a Reasonable and Prudent Operator, use reasonable endeavours to implement such amended guidelines;
- (b) Mooring equipment compatible with any LNG Ship approved pursuant to the Ship Approval Procedure;
- (c) Lighting sufficient to permit docking manoeuvres by day or by night in safety, to the extent permitted by the Port Authority;
- (d) 16 inch unloading arms, pipes and other appropriate facilities permitting the unloading of LNG at a nominal rate of not less than 12,000 m³ LNG/hour.
- (e) A 16 inch vapour return line and associated system from shore facilities to the LNG Ship which vapour return line and associated system shall be fit and ready to maintain an appropriate operating pressure in the tanks of the LNG Ship at the nominal LNG unloading rate of not less than 12000 m³ LNG/hour.
- (f) Facilities allowing access to the LNG Ships (but not warehousing facilities) adequate for handling and delivery to the LNG Ship of ship's shores, provisions, and regular spare parts and a shore gangway for personnel access;
- (g) Gaseous nitrogen injection at the apex of the unloading arms for purging;
- (h) Bunkering and other facilities including:
 - a. a tank for bunker C and eight (8) inch flexible hose from shore;
 - b. access and facilities permitting gasoil delivery by road trucks;

- c. access and facilities permitting liquid nitrogen delivery supplied by truck via a three (3) inch loading arm piggy-back mounted on the sixteen (16) inch vapour return arm.

For the avoidance of doubt, the Terminal User shall procure the above commodities to be delivered to the LNG Ship.

- (i) Shore crane: to handle stores under port regulations.
- (j) Appropriate systems for telex, facsimile, telephone, e-mail and radio communications with LNG Ships.
- (k) Emergency shut down system in accordance with the existing SIGTTO recommendations and guidelines for linked ship/shore emergency shut down.

2.2. Terminal User's Obligations at the Unloading Port

- 2.2.1 The Terminal User shall be responsible, at no cost to Fluxys LNG, for obtaining all customary port approvals, marine permits and other technical and operational authorisations necessary for use of the Unloading Port by its LNG Ship.
- 2.2.2 The Terminal User shall provide or cause to provide that any of its LNG Ships shall comply with all relevant port regulations at the Unloading Port. Any tugs, pilots, escort or other support vessels required for the berthing of its LNG Ship shall be employed at the sole risk and expense of the Terminal User.

3. ARRIVAL, UNLOADING AND DEPARTURE OF LNG SHIPS

3.1. Notification of ETA

3.1.1 Immediately or as soon as practical after the departure of its LNG Ship from the loading port, the Terminal User shall notify or shall procure that the master of the LNG Ship shall notify Fluxys LNG of the date and time of such departure, and the LNG Ship's estimated date and time of arrival at the LNG Terminal (the ETA). This notice shall include the following information:

- (a) the nominated cargo of LNG;
- (b) a certificate confirming the loaded quantities both in energy terms and in m³ of LNG;
- (c) any operational deficiencies in the LNG Ship that may affect its port and berth performance;
- (d) required bunkering quantities, if any, e.g. Bunker C (heavy fuel oil), potable water, liquid nitrogen, diesel fuel oil (gas oil);
- (e) estimate of required time for taking stores on board and putting waste on the jetty platform;
- (f) LNG Ship's waste disposal: quantity (weight, volume, packing) and proper identification in conformity with all applicable maritime and port regulations;
- (g) list of expected visitors, suppliers, contractors (updated list to be sent twenty-four (24) hours before arrival, e.g. through the Terminal User's shipping agent);
- (h) ISPS code security level.

3.1.2 After giving notice under section 3.1.1, the Terminal User shall give notice or shall procure that the master of the LNG Ship shall give notice to Fluxys LNG of the ETA of the LNG Ship at the following intervals:

- (a) Promptly if there is a change of the ETA of more than six (6) hours for (b) and (c) below, and promptly if there is a change of the ETA of more than two (2) hours for (d), (e) and (f) below;
- (b) Every day after the day of departure from the loading port, such notice to be given at approximately 12:00 noon (Belgian time);
- (c) Forty-eight (48) hours before the LNG Ship's arrival at the Unloading Port;
- (d) Twenty-four (24) hours before the LNG Ship's arrival at the Unloading Port;
- (e) Six (6) hours before the LNG Ship's arrival at the Unloading Port;

(f) One (1) hour before the LNG Ship's arrival at the Unloading Port.

3.1.3 The information notified under sections 3.1.1 and 3.1.2 may be given by facsimile, telex or other mutually agreed form of communication.

3.2. Notice of Readiness (“NOR”)

When the LNG Ship arrives at the Pilot Boarding Station (PBS), and has received all necessary port clearances, and is fit to unload the nominated cargo of LNG at the LNG Terminal, the Terminal User shall cause the master of the LNG Ship or its agent give Notice Of Readiness to Fluxys LNG that the LNG Ship is fit in every way to discharge LNG, berth or no berth. The NOR shall be:

- (i) in written form (including e-mail/telex/fax)
- (ii) stating the date and time when it was given;
- (iii) addressed to Fluxys LNG’s designated person, notified by Fluxys LNG to the Terminal User in due time;

and may be tendered by the Terminal User and shall be accepted by Fluxys LNG on any Day of the week and at any hour of the Day.

3.3. Berthing Sequence

3.3.1 Once the NOR has been notified to Fluxys LNG pursuant to section 3.2, the berthing sequence shall be determined pursuant to sections 3.3.2, 3.3.3 and 3.3.4 and Fluxys LNG shall inform Terminal Users of the sequence for berthing of Terminal Users’ LNG Ships and all other vessels using the berth of the LNG Terminal in order to ensure compliance with the overall unloading schedule agreed under the RBS. Fluxys LNG shall notify the Terminal User and the master of the LNG Ship of the berthing priority as soon as reasonably possible.

The LNG Ship shall, in accordance with the Unloading Port regulations, attempt to berth approximately two (2) hours before the High Tide as advised by Fluxys LNG, as this High Tide will help the LNG Ship to enter the Unloading Port.

3.3.2 The berthing sequence for the LNG Ships shall take place as follows:

For the application of this section, a NOR being given more than six (6) hours before its Scheduled Slot shall be deemed to have been given (6) hours before such Scheduled Slot.

(1) First priority to berth shall be given to a Terminal User’s LNG Ship that has either:

- (A) given a NOR within a timeframe starting six (6) hours before the relevant Terminal User’s Scheduled Slot and at the latest six (6) hours prior to the end of the relevant Terminal User's Window; or
- (B) given a NOR pursuant to section 3.3.3. However, if the Terminal User is not willing to pay the amounts provided in section 3.3.3 for demurrage, then the relevant Terminal User’s LNG Ship shall be given second priority to the berth.

Should more than one of the Terminal Users' LNG Ship have the same priority under this section, the berthing sequence shall be determined by the order of the dates of the respective Terminal Users' Scheduled Slots in the RBS.

- (2) Second priority, subject to section 4.2, shall be given to a Terminal User's LNG Ship (ship A) which has given a NOR later than six (6) hours before the High Tide after the last High Tide of the relevant Terminal User's Window. Such second priority berthing shall be delayed as necessary to avoid any delays to the subsequent berthing of any other Terminal User's LNG Ship (ship B) where such ship B is anticipated to have first priority to berth should ship B arrive in line with its ETA, as advised at the decision point for such second priority berthing for ship A.

Should more than one LNG Ship has the same priority under this second priority rule, the sequence will be determined according by the time of the NOR.

3.3.3. Push back

In the event that a Terminal User's (Terminal User C's) LNG Ship (ship C) gives a NOR later than six (6) hours before the last High Tide of Terminal User C's Window, but not later than six (6) hours before the High Tide following the end of Terminal User C's Window, Fluxys LNG, subject to section 4.2, shall allow berthing of ship C at the next High Tide after such NOR has been given. The Terminal User (Terminal User D), whose LNG Ship (ship D) is scheduled for the following Slot, shall not refuse a berthing sequence insofar that the berthing of ship D shall not be delayed by more than one High Tide from the High Tide of the Subscribed Slot. Terminal User C commits to payment of demurrage to Terminal User D at the Demurrage Rate for the actual incurred delay of ship D to the extent such demurrage is caused by the implementation of this section. Fluxys LNG will provide appropriate notices to Terminal Users.

- 3.3.4 Terminal User's LNG Ship shall be deemed as being on time ("On Time") for a Terminal User's Scheduled Slot if Terminal User's LNG Ship has arrived at the PBS and issued an NOR at least six (6) hours prior to the last High Tide of the relevant Terminal User's Window.

3.4. Unloading of LNG

- 3.4.1 When the LNG Ship is berthed alongside the jetty, and ready for unloading of the nominated cargo of LNG, the Terminal User shall cause the master of the LNG Ship shall give Notice Of Readiness to Unload ("NORTU").
- 3.4.2 Unloading of the nominated cargo of LNG shall not start until Fluxys LNG has authorised the start of unloading such authorisation not to be unreasonably withheld.
- 3.4.3 If a NORTU has been given before the Scheduled Slot, Fluxys LNG may, if reasonable, delay the start of unloading if necessary for operational reasons at the LNG Terminal until the Scheduled Slot. Fluxys LNG shall use its reasonable endeavours to avoid or limit the duration of such delay.

- 3.4.4 Fluxys LNG shall be entitled to have one or more representative(s) on board the LNG Ship to co-ordinate, with the master of the LNG Ship, the unloading of the nominated cargo of LNG. Such representative shall follow all the safety requirements applicable on board the LNG Ship as communicated to Fluxys LNG during the LNG Ship Approval Procedure and shall not in any way interfere with the operations of the LNG Ship. The Terminal User shall be entitled to have one (1) representative in Fluxys LNG's control room to coordinate with Fluxys LNG the unloading of the nominated cargo of LNG. Such representative shall follow all the safety requirements applicable at the LNG Terminal as communicated by Fluxys LNG to the Terminal User prior to the unloading and without in any way interfering with the operations of the LNG Terminal.
- 3.4.5 Unloading of the nominated cargo of LNG shall be carried out in accordance with all applicable safety, Unloading Port and other applicable regulations including the Fluxys LNG Ship/Shore Safety Procedure (referred to in Appendix D).

3.5. Laytime

- 3.5.1 The Allowed Laytime at the Unloading Port for each LNG Ship shall be twenty-four (24) hours.

The Allowed Laytime shall be extended by any period of delay caused by:

- (a) reasons attributable to the Port Authority, towage, pilotage or mooring services at the Unloading Port or to Fluxys LNG except if the cause of such a delay is under the Terminal User's reasonable control;
- (b) any period during which unloading of the LNG Ship is delayed or prevented by reason of Force Majeure;
- (c) adverse weather conditions at the Unloading Port

The Actual Laytime for unloading the LNG Ship shall start at the earlier of:

- (a) the next High Tide if the LNG Ship arrived On Time according to section 3.3.4, except if the LNG Ship arrived before its Window, then the Actual Laytime shall begin on the first High Tide in the Window; or
- (b) the LNG Ship being all fast in berth, except if the LNG Ship is delayed in unloading pursuant to section 3.4.3 in which case Actual Laytime shall start at the commencement of the unloading of LNG from the LNG Ship (which for the avoidance of doubt shall not be later than the High Tide of the Scheduled Slot).

The Actual Laytime shall continue to run until the unloading arms and return lines are disconnected and the LNG Ship is cleared for departure and able to depart.

- 3.5.2 Fluxys LNG is entitled to require the Terminal User to clear the LNG dock before the Allowed Laytime has expired: (i) forthwith in case of an Emergency or (ii) if necessary for operational reasons at the LNG Terminal immediately upon completion of unloading of the Terminal User's LNG and, if applicable, after completion of any the bunkering operations always assuming it is safe for the master of the LNG Ship to depart.

- 3.5.3 The master of the LNG Ship is entitled to leave the berth immediately in case of an Emergency at any point of the LNG discharge or bunkering operation and to this effect Fluxys LNG shall, upon request of the master of the LNG Ship, take all necessary measures within its control, to permit safe depart from the berth.
- 3.5.4 Fluxys LNG shall cooperate with the master of the LNG Ship to ensure continuous and efficient unloading of the LNG into the LNG Terminal. Fluxys LNG shall provide a safe berth, according to the Terminalling Contract, for the prompt berthing of the LNG Ship at the LNG Terminal and shall operate the LNG Terminal so as to permit the unloading of the LNG Ship as quickly as reasonably possible.

The Terminal User shall berth the LNG Ship or cause it to be berthed safely and as expeditiously as possible in cooperation with Fluxys LNG. The Terminal User and Fluxys LNG shall cooperate to commence unloading or cause it to be commenced upon completion of berthing and complete unloading or cause it to be completed safely and as expeditiously as reasonably possible.

The Terminal User shall cause the LNG Ship to depart safely and as expeditiously as reasonably possible from the berth after completion of unloading in cooperation with Fluxys LNG.

3.5.5 If any delay occurs or is foreseen to occur to the berthing sequence of an LNG Ship at the Unloading Port in proceeding to berth, berthing, discharging or departing the berth, then the Terminal User and Fluxys LNG shall discuss the matter in good faith and use their respective reasonable endeavours to minimize or avoid such delay, and shall cooperate with each other to find counter measures (consistent with their respective obligations below) to minimize or avoid the occurrence of any similar delay in the future.

4. QUEUING, DELAYS TO ARRIVAL AND OPERATIONAL RESCHEDULING

4.1. Queuing

A queuing event occurs if one or more Terminal User's LNG Ships have given a NOR but access to the LNG Terminal is not possible for whatsoever reason and such situation would result in a number of LNG Ships waiting to discharge LNG when access to the LNG Terminal is again possible.

As from the commencement of the queuing event, which is to be established and notified to the Terminal Users by Fluxys LNG, through to the clearance of the queue, which is to be established and notified to the Terminal Users by Fluxys LNG, the berthing sequence shall be established as provided in section 3.3 except that in case a Terminal User's LNG Ship falls under priority 2 and its arrival after its Window has not impacted the queuing event, then such Terminal User's LNG Ship shall have priority 1.

Should Fluxys LNG request to delay the arrival of Terminal User's LNG Ship, such Terminal User's LNG Ship shall be deemed to have tendered its NOR in line with its ETA, as advised at the time of such request. Such deemed time of tendering the NOR shall be used in setting the berthing sequence in the queue.

If Terminal User's LNG Ship was On Time according to section 3.3.4 and is delayed to berth by queuing, the Terminal User shall have the same Basic Storage and Basic Send Out rights as if such Terminal User had unloaded this LNG Ship within its Window following its NOR. Such Terminal User's Basic Storage and Basic Send Out rights shall commence from the High Tide on which Terminal User's LNG Ship is actually berthing. This process shall continue until each of Terminal Users' LNG Ship in the queue is cleared.

Should Terminal User receive Lending Services due to queuing, the Terminal User's Basic Storage rights shall be decreased by Terminal User's Loan Quantity and its associated Terminal User's Basic Send Out rights shall be correspondingly adjusted.

The Terminal Users shall use reasonable endeavours to adjust Terminal Users' Terminal Nominations to shorten the queuing period (taking into account reasonable assumptions amongst others on LNG ship arrivals, storage levels, Send Out availability and weather elements).

4.2. Late arrivals

- 4.2.1 If Terminal User's LNG Ship does not arrive or is not likely to arrive on time for its Window, then Fluxys LNG shall, if requested by the Terminal User, use its reasonable endeavours to offer the Terminal User a berthing possibility for the delivery of the nominated cargo of LNG at the LNG Terminal, subject to such reasonable conditions as Fluxys LNG may propose for approval to Terminal User, taking into account both timing and increased cost to the applicable Terminal User. Such rescheduled berthing possibility, if this accepted by the Terminal User, shall be deemed to be the Terminal User's Scheduled Slot.

If Fluxys LNG offers the Terminal User the possibility to berth outside its Window pursuant to the above, and if such possibility requires modification of the Terminal User's Basic Send Out Capacity and Basic Storage, then Fluxys LNG shall advise the Terminal User of any required:

- (a) modifications of Terminal User's Basic Send Out Capacity and Basic Storage associated with such a berthing possibility, and
- (b) any additional services related to such modifications which are necessary to obtain berthing sequence.

If the Terminal User agrees to use this proposed berthing possibility it shall obtain such additional services and make such modifications as were advised by Fluxys LNG and Fluxys LNG shall perform its obligations accordingly.

- 4.2.2 It shall be considered as reasonable for Fluxys LNG to refuse to offer the Terminal User such berthing possibility if doing so would delay Terminal Users from berthing at their Scheduled Slots, would impact other firm Capacity Services owned by Terminal Users or would compromise the safety and/or operations of the LNG Terminal.
- 4.2.3 The Terminal User shall use its reasonable endeavours to have the LNG Ship arrive on said rescheduled Slot, failing which Terminal User shall pay to Fluxys LNG an amount as set out in the regulated tariffs.

4.3. Operational Rescheduling

- 4.3.1 If as a result of an event at the Unloading Port or the LNG Terminal, such event not being the fault of the Terminal Users, at least three (3) or more subsequent LNG Ships leave the Unloading Port with a delay of more than forty-eight (48) hours each, compared to the initial estimated time of departure from the LNG Terminal and the Unloading Port, based upon the ETA of the LNG Ships prior to such an event, then Fluxys LNG and Terminal Users shall discuss in good faith the possibility to revise the RBS.
- 4.3.2 If as a result of an event at the Unloading Port or the LNG Terminal, such event not being the fault of the Terminal User, a Terminal User's LNG Ship leaves the Unloading Port with a delay of more than thirty-six (36) hours, compared to the initial estimated time of departure from the LNG Terminal and Unloading Port, based upon its ETA prior to such an event, and such delay prevents such Terminal User's LNG Ship from arriving On Time for Terminal User's next Scheduled Slot incorporating practical speed up of such Terminal User's LNG Ship for the next voyage, then notwithstanding any other provisions of these operating rules, the Terminal User shall be entitled to reschedule, in line with its documented round trip time, the Terminal User's Scheduled Slot for such Terminal User's LNG Ship's next arrival even if such Slot, as rescheduled (slot A), overlaps with an other existing Scheduled Slot (slot B). Fluxys LNG shall inform Terminal Users of such a rescheduling. Upon arriving at the Unloading Port for such slot A, the rescheduled Terminal User's LNG Ship will be accepted to berth by Fluxys LNG on the basis of the principle of 'first come, first served' in competition with the LNG Ship for Slot B, provided the LNG Ship for slot A arrives On Time.

If implementation of the above results in high LNG inventory at the LNG Terminal, Fluxys LNG may delay berthing and/or unloading of the second served LNG Ship until there is sufficient ullage in the storage tanks of the LNG Terminal.

- 4.3.3 Fluxys LNG, acting as a Reasonable and Prudent Operator, may in order to ensure the proper execution of the RBS, ask the Terminal User to accelerate or slow down the arrival of Terminal User's LNG Ship subject to the Terminal User's approval, which approval shall not be unreasonably withheld and subject to the Terminal User being compensated for any incurred extra costs or expenses.

5. GAS IN STORAGE, FUEL GAS AND SEND OUT

5.1. Gas In Storage

5.1.1 The quantity of Gas In Storage, expressed in kWh, at the end of any hour on any Day, is calculated as:

the aggregate of:

- (i) the Gas In Storage as from the Service Start Date of the Terminalling Contract;
- (ii) the total Quantity of LNG delivered by the Terminal User at the Delivery Point as from the Service Start Date of the Terminalling Contract, including corrections resulting from Fuel Gas related calculations pursuant to section 5.1.2 and from the energy balance pursuant to section 5.1.3;
- (iii) total quantities of Natural Gas delivered into the LNG Terminal through reverse nominations at the Redelivery Point (increased with a correction for the Fuel Gas avoided pursuant to section 5.2.2.),
- (iv) total quantities of other Terminal User's Gas In Storage transferred to the Terminal User;

less the sum of:

- (a) the Quantities of Natural Gas redelivered by Fluxys LNG at the Redelivery Point, or any other point as may be agreed between Fluxys LNG and the Terminal User, on all Days, as from the Service Start Date of the Terminalling Contract, for the Contract Period, up to and including such hour on such Day;
- (b) without prejudice to the Fuel Gas related correction pursuant to 5.1.1(ii), the Quantities of Natural Gas corresponding to FG_m , determined pursuant to section 5.1.2, applied to the Quantities of Natural Gas referred to under (a) above;
- (c) the Quantities of Natural Gas exceeding the Storage Capacity for which Fluxys LNG has implemented overrule rights provided for in section 5.3;
- (d) the Quantities, if any, of Natural Gas lost after delivery to Fluxys LNG, which loss was due to the fault, duly documented and proven by Fluxys LNG, of the Terminal User;
- (e) total Quantities of Gas In Storage transferred to other Terminal Users.

The Terminal User's Gas in Storage shall be converted to m³ of LNG by using the energy content of gas delivered by the Terminal User (GCV per m³ of LNG). Each User shall have several layers in its Gas in Storage account, each layer corresponding

to one unloading. To each layer, a GCV per m³ of LNG is allocated and corresponds to the unloaded ship applying the principle of "*First in, First out*".

In the case where the Terminal User's Gas In Storage exceeds Terminal User's Storage Capacity, Fluxys LNG shall immediately advise Terminal User and Terminal User shall either purchase Daily Storage for the Gas In Storage exceeding its Storage Capacity and/or increase the Send Out and/or purchase Daily Send Out Capacity and increase the Send Out for the duration of the period Terminal User's Gas In Storage exceeds Terminal User's Storage Capacity.

5.1.2. Fuel Gas Reimbursement Percentage (with effect from 1 April 2007)

The estimated Quantity of Fuel Gas expressed in kWh for each Month M, FG_m , shall be determined as being a percentage of the Natural Gas redelivered by Fluxys LNG to the Terminal Users at the Redelivery Point. Before the end of each Month M-1, Fluxys LNG shall notify Terminal Users of the value of FG_m which shall not exceed the Maximum Fuel Gas Reimbursement Percentage.

In the course of Month M+1, Fluxys LNG shall determine the Actual Fuel Gas Consumption for the LNG Terminal during the Month M, in accordance with the Terminalling Contract. If the Actual Fuel Gas Consumption during Month M exceeds the Maximum Fuel Gas Reimbursement Percentage of the Natural Gas redelivered by Fluxys LNG at the Redelivery Point during said Month M, the Actual Fuel Gas Consumption shall be deemed to be equal to the Maximum Fuel Gas Reimbursement Percentage multiplied by the Natural Gas redelivered by Fluxys LNG at the Redelivery Point. Fluxys LNG will use reasonable endeavours to minimize the Actual Fuel Gas Consumption at the LNG Terminal, in which shall include operating the CHP unit existing at the Effective Date of the Terminalling Contract, as much as reasonably possible.

5.1.3. Monthly Energy Balance:

In the course of the Month M+1, Fluxys LNG shall establish an energy and mass balance for the LNG Terminal for the Month M.

The energy difference (A) minus (B) for that Month M shall be calculated as follows:

The value of (A) shall be:

- the total Quantity of Natural Gas physically redelivered at the Redelivery Point or at any other point as may be agreed over the Month M; and
- the Actual Fuel Gas Consumption in Month M; and
- any Quantity of Natural Gas lost, firmly established, such as flare losses in Month M; and
- the change in a Terminal Users' Gas In Storage over the Month M;

The value of (B) shall be:

- the total Quantity of LNG physically delivered at the Delivery Point over the Month M.

Any gains $((A) - (B) > 0)$ shall be credited and any losses $((B) - (A) > 0)$ shall be debited to the Terminal Users, after having unloaded its first LNG ship in Month M+2 or in any later Month, pro rata such Terminal User's LNG delivered at the Delivery Point over that Month M. However if such loss $((B) - (A))$ exceeds zero decimal five zero percent (0.50%) of the LNG delivered at the Delivery Point over the Month M, the amount debited to the Terminal Users shall in total be limited to zero decimal five zero percent (0.50%) of the Terminal Users' LNG delivered at the Delivery Point throughout Month M. The remaining part of such loss over zero decimal five zero percent (0.50%) shall be at the expense of Fluxys LNG.

If the gain or loss in any Month exceeds zero decimal three percent (0.3%) of the LNG delivered at the Delivery Point over the Month M, Fluxys LNG and the Terminal Users shall as appropriate check any and all equipment used for measuring the energy balance and take the appropriate corrective actions.

5.2. Send Out of Gas In Storage

The Terminal User's Terminal Nominations are intended to match Terminal User's Client TSA Nominations. If Terminal User's Terminal Nominations and Terminal User's Client TSA Nominations do not match, the matching shall be ensured by the rules of the *Operating Balancing Agreement* ("OBA") which shall be executed between Fluxys LNG and the Transporter and which shall provide that in the event of a mismatch of nominations the relevant operator shall notify the relevant Terminal Users and provide the Terminal Users an opportunity to amend their nominations. If amended matching nominations are not provided, Fluxys LNG shall cause the relevant operators to amend the nominations to reflect the lower of the two conflicting nominations. A copy of the OBA will be provided to the Terminal User before the execution of the OBA and the Terminal User shall be provided a reasonable opportunity to comment on the OBA. Such OBA shall stipulate that Terminal User's Send Out allocations shall be deemed to be equal to the Terminal User's Terminal Nominations unless the accumulated imbalance between the actual send out flows and the aggregate of the Terminal Users' Terminal Nominations exceeds the threshold of 5.56 GWh, such threshold to be provided except to the extent that such threshold cannot be provided due to a very recent emergency in the Grid still impacting the availability of line pack in the Grid.

- 5.2.1 For any hour when Terminal User's Gas In Storage is or will be greater than zero (0), the Terminal User shall submit Terminal Nominations, for the Send Out of its Gas In Storage in accordance with this section 5.2 and Appendix H which for the avoidance of doubt may be zero (0).
- 5.2.2 The Terminal User shall be entitled to make reverse nominations (injection) at the Redelivery Point provided that such Terminal User complies with all obligations in the Terminalling Contract and subject to total net nominations exceeding the minimum Send Out requirements. For the purpose of calculations, a reverse nomination shall be treated as a negative Send Out quantity and the Terminal User's Gas In Storage shall be increased by the Quantity of such reverse nomination times $(1 + FG_m/100)$.
- 5.2.3 For any hour, the Terminal User's Terminal Nominations for Send Out of its Gas In Storage shall:

- (a) not be greater than its Send Out Capacity; and
- (b) not result or be projected to result in a situation whereby the Gas In Storage exceeds the Storage Capacity.

5.2.4 Pooling of the unused portion of the Total Basic Send Out Capacity

A (set) portion of the firm regasification capacity for the LNG Terminal shall be allocated by Fluxys LNG as a priority to the offer of Slots. This capacity shall be referred to below as "Total Basic Send Out Capacity".

In accordance with the procedure set out below, Fluxys LNG shall pool the unused portion of the Total Basic Send Out Capacity and shall provide it to the Terminal Users as firm capacity.

During any hour, of the 30 days that precede the provision of the service, the Terminal User may request an additional entitlement for Terminal User's Basic Send Out Capacity in order to increase its Send Out Capacity. Such additional Send Out Capacity may be granted:

- (a) on a firm basis if the Total Basic Send Out Capacity is greater than the sum of the Terminal Users' Basic Send Out Capacity. The Terminal User can book such firm entitlements to the extent that total of such individual Basic Send Out Capacity and such individual firm entitlements, excluding Additional Send Out Capacity, do not exceed one hundred and five (105) percent of the individual average net Terminal Nominations for the Month in question. These firm entitlements may be revoked by Fluxys LNG solely in case of queuing;
- (b) on an interruptible basis if the total of the Terminal Users' Terminal Nominations are less than the Total Basic Send Out Capacity. These interruptible entitlements may be revoked at any time by Fluxys LNG.

The Terminal User's individual average net Terminal Nominations shall be determined on the basis of the Terminal Users' nominations pursuant to section 1.1.6 (e) for the relevant Month.

Each Day Fluxys LNG shall notify before 10 a.m., on an indicative basis Terminal User of the part of the Total Basic Send Out Capacity, which is available for additional entitlements as determined pursuant to (a) and (b) hereinabove and which part is firm and which part is interruptible for the next thirty (30) Days.

If more than one Terminal User notifies Fluxys LNG of a pooling capacity request for the same time period, then:

- (i) First priority shall be go to the Terminal User having a Basic Send Out Capacity, which for the avoidance of doubt can be zero, at such hour being lower than such Terminal User's individual average net Terminal Nominations for the next thirty (30) days. The total pooling capacity allocated to the Terminal User shall be limited to the extent that the total of such Terminal User's individual Basic Send Out Capacity and such Terminal User's individual entitlements, excluding its Additional Send Out Capacity, do not exceed one hundred and five (105) percent of such Terminal User's individual average net Terminal Nominations for the relevant Month.

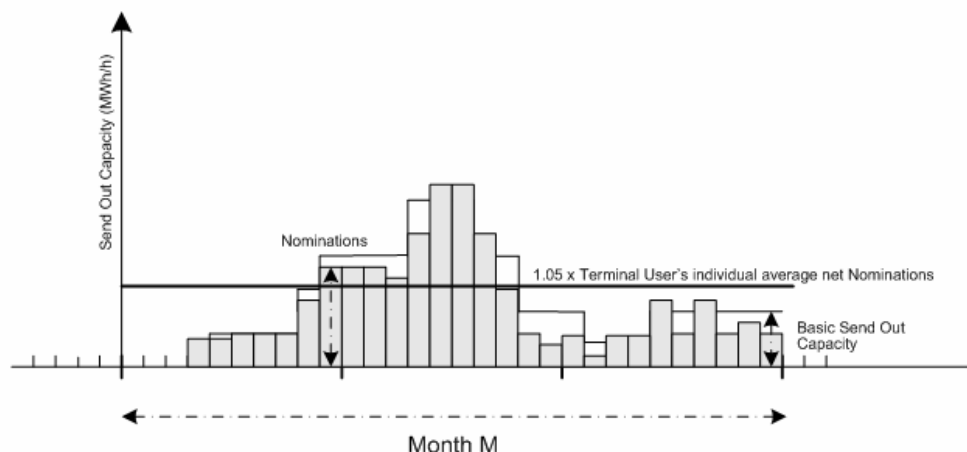
If more than one Terminal User has a priority pooling capacity allocation entitlement, the pooling capacities will, if necessary, be allocated pro rata to the respective difference between the total of their Send Out Capacities (excluding their additional Send Out capacity) and one hundred and five (105) percent of the Terminal User’s individual average net Terminal Nominations for the relevant Month.

- (ii) The pooling capacities still available after applying the rule set out under point (i), shall be allocated to the Terminal User requesting them.

If the total of the requests for pooling capacities exceeds the remaining pooling capacity, these capacities shall be allocated pro rata to the Terminal Users’ requests.

Insofar as a Terminal User does not nominate its Send Out Capacities or its pooling capacity, Fluxys LNG shall be entitled to resell these unused capacities to third parties on an interruptible basis.

The figure below illustrates the concepts of the Terminal User's Basic Send Out Nominations and average Nominations. This diagram is added for information purposes only.



- 5.2.5 Fluxys LNG shall procure that Terminal User is provided with data at a frequency as stipulated hereunder, of Terminal User’s actual Send Out and Gas In Storage levels as well as the Total Send Out and total Gas In Storage on an aggregate non attributable basis.

This data will be provided on an hourly basis, not later than thirty (30) minutes after the hour for such hour, and shall include the Terminal User's Send Out and injection allocations as well as gas quality parameters and pressure conditions at Redelivery Point.

- 5.2.6 Fluxys LNG shall notify Terminal User as soon as Fluxys LNG expects that any Terminal Nomination of Terminal User cannot be met.

5.3. Overrule Rights for Send Out

- 5.3.1 Unless caused by Fluxys LNG or the Grid or Force Majeure at the LNG Terminal or at the part of the Transport Grid located between the Redelivery Point and OKS (Oostkerkestraat), if, for any hour, a Terminal User's Terminal Nominations would result in a situation whereby Terminal User's Gas In Storage exceeds Terminal User's Storage Capacity, then Fluxys LNG shall, subject to section 5.3.2, have no obligation to unload or store LNG to the extent that the such Terminal User's Gas In Storage exceeds Terminal User's Storage Capacity.

To the extent Terminal User's Gas In Storage exceeds Terminal User's Storage Capacity, the Terminal User shall pay the Daily Storage Price times the Daily Storage used to cover for the exceedence.

To the extent Terminal User's Gas In Storage exceeds its Storage Capacity, Fluxys LNG shall have the right to take action pursuant to section 5.3.2 if such exceedence has a material impact on Fluxys LNG's obligations to the Terminal User.

- 5.3.2 Prior to exercising its rights under either section 5.3.1 or 5.3.2, Fluxys LNG shall provide reasonable advanced notice to the Terminal User to allow Terminal User a reasonable time to rectify such Overrule Rights for Send Out situation. Should Terminal User not take action to rectify such Overrule Rights for Send Out situation, Fluxys LNG may reduce the Terminal User's Gas In Storage by a quantity equal to the quantity of Natural Gas exceeding the Terminal User's Storage Capacity through selling such Natural Gas on the open market (the Overrule Quantity). Fluxys LNG shall be relieved of any redelivery obligation of such Overrule Quantity. Fluxys LNG shall reimburse to Terminal User all revenue generated and paid through the sale of such Overrule Quantity, after deducting Fluxys LNG's reasonable costs associated with such sale. Fluxys LNG shall use reasonable endeavours to obtain security from the buyer of such Natural Gas. If the purchaser of such Natural Gas fails to pay Fluxys LNG, Fluxys LNG shall consult with the Terminal User and take all reasonable actions to collect any outstanding amounts. Fluxys LNG shall supply all necessary documentation supporting the sale of the Overrule Quantity and the revenue received from such sale. Except as otherwise provided herein, Fluxys LNG shall take all commercial risks and responsibilities associated to such sale. It is understood that any taxes, duties, levies, or other similar obligations associated with the sales of such Natural Gas shall remain the full responsibility of the Terminal User.

Upon any action by Fluxys LNG under either section 5.3.1 or this section 5.3.2 Fluxys LNG shall immediately notify Terminal User thereof.

5.4. Daily Storage

The Terminal User shall have the right, subject to availability as determined by Fluxys LNG to purchase Daily Storage at the Daily Storage Price times the actual Daily Storage used.

Each Day before 10 a.m., Fluxys LNG shall inform on an indicative basis the Terminal User for the next thirty (30) Days as to the availability of Daily Storage.

In case requests from Terminal Users exceed the available Daily Storage, the requests shall be granted pro rata the requested amount. The Terminal User shall not be obliged to take a pro rated amount of Daily Storage and at the time of notification, the Terminal User may withdraw its request.

5.5.

Should the Terminal User need to reduce the unloading rate of the LNG Ship during the Allowed Laytime (including extensions pursuant to section 3.5.1) in order to avoid the Terminal User's Gas In Storage to exceeding Terminal User's Storage Capacity, Fluxys LNG shall, subject to availability, offer during the Allowed Laytime, Daily Storage, free of charge, to allow the Terminal User to unload its LNG Ship at higher unloading rates.

5.6. Daily Send Out Capacity

Fluxys LNG shall make available Daily Send Out Capacity at the Daily Send Out Price. Each Day before 10 a.m., Fluxys LNG shall inform the Terminal User for the next thirty (30) Days as to the availability of Daily Send Out Capacity.

If case requests from Terminal Users for Daily Send Out Capacity exceed the available Daily Send Out Capacity, the allocation shall be pro rata the requested amount. The Terminal User shall not be obliged to take a pro rated amount of Daily Send Out Capacity and at the time of notification, the Terminal User may withdraw its request.

6. LENDING SERVICE

6.1. General

6.1.1 Fluxys LNG and the Terminal Users recognise that the Terminal Users may agree amongst themselves to lend gas to each other outside the terms of this section 6. In the cases set forth in section 6.2.1., Fluxys LNG may provide a Lending Service to the Terminal User, and likewise the Terminal User may request Fluxys LNG to make available a Lending Service and such Lending Service shall not be unreasonably withheld. .

Under the Lending Service, Fluxys LNG may lend the Terminal User a quantity of LNG from the LNG Terminal, for Send Out, subject to the subsequent redelivery of such Loaned Quantities by the Terminal User from its nominated cargo of LNG, in accordance with sections 6.2 through 6.6.

Subject to the provisions of this paragraph, the Terminal User agrees and Fluxys LNG shall procure other Terminal Users to agree, to loan their Gas In Storage to allow Fluxys LNG to implement the Lending Service within the limits of the sections 6.2 through 6.6. The Terminal User's consent to loan their Gas In Storage is subject to the Terminal User wishing to receive a Loaned Quantity providing beforehand adequate security to cover potential damages or losses pursuant to the application of section 6.4 in favour of the Terminal User providing the Loaned Quantity.

Fluxys LNG shall not implement the Lending Service and the Terminal User shall have a right to refuse to loan its LNG if, by utilising reasonable and prudent assumptions when determining the Loaned Quantities, providing such Lending Service would lead to a stock out to any Terminal User taking into account the Terminal User's maximum Send Out rights.

6.2. Lending Events

The Lending Service may be made available, at Fluxys LNG's discretion, in the following circumstances:

- (a) if the master of the LNG Ship has given notice that the ETA of the LNG Ship will be after its Scheduled Slot but within the first priority of section 3.3.2;
- (b) if a queuing event occurs as described in section 4.1;
- (c) if Fluxys LNG reasonably expects that a queuing event will occur.

If the Terminal User makes a request for the Lending Service as defined under section 6.2(a), the maximum Loaned Quantity shall be equal to the number of hours since the start of Terminal User's Scheduled Slot (with a maximum of thirty-six (36) hours) multiplied by the Basic Send Out Capacity of such Terminal User. The Loaned Quantity shall be borrowed pro rata the Gas In Storage of the Terminal Users. The Lend Term will end at the earlier of: (i) twenty-four (24) hours after the end of the relevant Window of the applicable Scheduled Slot; or (ii) twelve (12)

hours after the applicable Terminal User's LNG Ship has commenced unloading of LNG.

Unless a Terminal User has notified Fluxys LNG of a separate lending agreement between them, the Terminal User may be required by Fluxys LNG to accept the Lending Service under section 6.2(b) to minimise the effects of queuing as provided in section 4.1. In this situation, the maximum Loaned Quantity shall be equal to the number of hours the Lending Service is provided with a maximum of seventy-two (72) hours multiplied by such Terminal User's Average Send Out for the Month as scheduled by the RBS for that Month. Fluxys LNG shall endeavour to minimise the Loaned Quantities to each Terminal User for each individual queuing under section 6.2(b). The Loaned Quantity will be borrowed pro rata the Gas In Storage of the Terminal Users. The Lend Term will end the earlier of: (i) twelve (12) hours after the applicable Terminal User's LNG Ship has commenced unloading of LNG or (ii) by the maximum duration established for the queuing event not to exceed seventy-two (72) hours from the start of the queuing event as established by Fluxys LNG pursuant to section 4.1.

If the Lending Service is not necessary as provided in the preceding paragraph but there still is a queuing event as provided in section 4.1, the Terminal User that is queuing can make a request for Lending Service under section 6.2(b). In this situation, the maximum Loaned Quantity shall be equal to the number of hours the Lending Service is provided with a maximum of forty-eight (48) hours multiplied by such Terminal User's Average Send Out for the Month as scheduled by the RBS for that Month. The Loaned Quantity will be borrowed pro rata the Gas In Storage of the Terminal Users. The Lend Term will end the earlier of: (i) twelve (12) hours after the applicable Terminal User's LNG Ship has commenced unloading of LNG or (ii) by the maximum duration established for the queuing event not to exceed forty-eight (48) hours.

In the case set forth in section 6.2(c), Fluxys LNG may provide a Lending Service to the Terminal User, and likewise the Terminal User may request Fluxys LNG to make available a Lending Service and such Lending Service shall not be unreasonably withheld. The maximum Loaned Quantity shall be equal to the numbers of hours the Lending Service is provided with a maximum of forty-eight (48) hours multiplied by such Terminal User's Average Send Out for the Month as scheduled by the RBS for that Month. The Loaned Quantity will be borrowed pro rata the Gas In Storage of the Terminal Users. The Lend Term will end the earlier of: (i) twelve (12) hours after the applicable Terminal User's LNG Ship has commenced unloading of LNG or (ii) by the maximum duration established for the queuing event not to exceed forty-eight (48) hours.

6.3. Lending Conditions

The Terminal User shall use every reasonable endeavours to ensure that the Loaned Quantities are redelivered at the end of the Lend Term and it is determined to be reasonable to reverse nominate to Terminal as the mechanism to repay the Loaned Quantities.

6.4. Failure to redeliver Loaned Quantities within the Lend Term

- 6.4.1 If, by the end of the Lend Term, the borrowing Terminal User has not redelivered the entire Loaned Quantities, via physical LNG Ship redelivery, reverse nominations or otherwise, then, such Terminal User shall pay Fluxys LNG the actual losses or damages (including price differentials) but excluding Consequential Losses suffered by an other Terminal User from whom the Loaned Quantity was borrowed. The Lending Service shall not be made available in the future to any Terminal User who has failed to redeliver the entire Loaned Quantities or paid the actual losses or damages incurred by the Terminal Users who provided the Loaned Quantities.

6.5. Other Terminal Users

- 6.5.1 The Terminal User shall acknowledge that the Terminalling Contracts entered into between Fluxys LNG and other Terminal Users shall also contain provisions for a Lending Service per section 6.2(a), (b) or (c). The Terminal User agrees that Fluxys LNG may provide Lending Services to Other Terminal Users to the extent allowed pursuant to section 6.2(a), (b) or (c) and waives in full any right to object to Fluxys LNG making such Lending Services available to Other Terminal Users without prejudice to paragraph 3 of section 6.1.1.
- 6.5.2 If the Terminal User suffers a loss due to another Terminal User failing to redeliver the Loaned Quantities by the end of the Lend Term, then the Terminal User, who received the Loaned Quantity, shall reimburse to the Terminal User who supplied the Loaned Quantity for its actual losses or damages (including price differentials) but excluding Consequential Damages. Where applicable, this compensation can be paid by using the security offered by the Terminal User that received the loaned Quantity, in accordance with section 6.1.1.
- 6.5.3 Without prejudice to any other rights or remedies agreed between Terminal Users in respect of such losses or damage, Fluxys LNG shall not be liable for any loss or damage suffered by the Terminal User to the extent such loss or damage is a result of Fluxys LNG making Lending Services available.

6.6.

The borrowing Terminal User shall not be relieved of its obligations to settle the Loaned Quantity under this section 6 by reason of Force Majeure.

7. THREAT TO HEEL

Acting as a reasonable and prudent operator, Fluxys LNG shall follow the changes in the LNG level in the Storage tanks on a daily basis. If the total Quantity of Gas In Storage at the LNG Terminal is positive but Fluxys LNG nonetheless finds that the physical level of LNG in the Storage tanks is going to or may fall below the minimum threshold, Fluxys LNG shall fairly reduce the Terminal Nominations proportionate to the capacities that have been subscribed to by the Terminal Users.

If it should prove necessary to do so, Fluxys LNG shall also be able to adapt the Send Out flow for the following Day. Where this is the case, Fluxys LNG shall inform the Terminal Users, beforehand by fax, stating the reasons for this reduction.

8. MINIMUM SEND OUT RATE

- 8.1 If the total Terminal Nominations of the Terminal Users are less than zero decimal nine two (0.92) GWh/hour, then, at Fluxys LNG's request, the Terminal Users shall increase their Nominations to an aggregate total of zero decimal nine two (0.92) GWh/hour pro rata to each Terminal User's Gas In Storage. However, Fluxys LNG shall curtail reverse injection nominations before requesting such an increase in Send Out.
- 8.2 To the extent that the OBA stipulates that Fluxys LNG is allowed to Send Out in batches, Fluxys LNG shall not apply section 8.1 if it can be avoided.
- 8.3 If during the unloading of a Terminal User's LNG Ship, the total Terminal Nominations of the Terminal Users at the LNG Terminal are less than four decimal six (4.6) GWh/hour, Fluxys LNG may oblige the Terminal User whose LNG Ship is being unloaded to increase, in addition to the Terminal User's obligations under section 8.1, its Terminal Nominations by up to three decimal six eight (3.68) GWh/hour but such request will be limited so that total Terminal Nominations are equal to four decimal six (4.6) GWh/hour. However Fluxys LNG shall curtail reverse injection nominations before requesting such an increase in Send Out.
- 8.4 If up to thirty-six (36) hours after the completion of the unloading of an LNG Ship, the total Terminal Nominations of the Terminal Users are less than one decimal six (1.6) GWh/hour, Fluxys LNG may oblige the Terminal User, whose LNG Ship was the last to be unloaded, to increase, in addition to the Terminal User's obligations under section 8.1, its Terminal Nominations by up to zero decimal six eight (0.68) GWh/hour but such request will be limited so that total Terminal Nominations are equal to one point six (1.6) GWh/hour. However, Fluxys LNG shall curtail reverse injection nominations before requesting such an increase in Send Out.

9. RELEASE OF UNUSED CAPACITY

See the complete procedure set out in Appendix J.

9.1. Notice of non-use of Subscribed Slot

The Terminal User shall as soon as practicable but no later than the first Day of Month M+1 notify Fluxys LNG of the Subscribed Slots of Month M+3 that it does not intend to utilise. Subject to section 9.2.2, the Terminal User may at any time withdraw or revoke a notice given under this section 9.1.

The Terminal User shall offer on the secondary market any Capacity Service subscribed that Terminal User temporarily or permanently does not need.

9.2. Procedure for resale of Subscribed Slot

9.2.1 If Fluxys LNG receives a notice from a Terminal User that such Terminal User does not intend to use a Subscribed Slot, Fluxys LNG shall post a notice on its web site that such Slot has become available for sale at a specified price.

9.2.2 Fluxys LNG shall sell the Subscribed Slots that it is notified of in accordance with section 2, point iv, of Appendix J, at the regulated tariff on behalf of the Terminal User to the first person to submit a firm commitment to Fluxys LNG. Once sold, Fluxys LNG shall promptly notify the Terminal User and withdraw the displayed notice indicating the availability of the Terminal User's Subscribed Slot from its web site.

9.2.3 Without prejudice to sections 9.1 through 9.2.2, the Terminal User may sell at a negotiated price or assign any of its Subscribed Slots directly to a third party, without using Fluxys LNG's assistance. The Terminal User shall notify Fluxys LNG of such sale or assignment in order to allow Fluxys LNG to withdraw the sale offer from its web site.

9.3. Payment for the resale of a Slot

9.3.1 Fluxys LNG shall charge a fee for the sale of any Subscribed Slot pursuant to section 9.2.2 insofar as the Terminal User has received payment and that this fee is provided for in the regulated tariffs.

Subject to section 9.3.3, Fluxys LNG shall credit the Terminal User with the receipts from the sale of the Subscribed Slot upon payment, less an amount equal to the fee payable to Fluxys LNG under section 9.3.1 and may offset such amounts against other obligations due by the Terminal User under the Terminalling Contract.

9.3.2 The Terminal User shall remain liable for the full Monthly Capacity Charge for the Month in which the Scheduled Slot falls whether or not such Subscribed Slot is resold, less any credits or offsets taken by Fluxys LNG pursuant to section 9.3.1.

9.3.3 Fluxys LNG will credit the Terminal User for the sale of a Subscribed Slot pursuant to section 9.2.2, and may offset such amounts against other obligations due by the Terminal User under the Terminalling Contract.

- 9.3.4 If a Subscribed Slot is sold via a Terminalling Contract entered into between Fluxys LNG and any other Terminal User, the releasing Terminal User shall be released from any further obligations associated with such Subscribed Slot under the Terminalling Contract, except for the obligation set forth in section 9.3.2, and in particular shall not be responsible for any liabilities associated with such released Subscribed Slot, including if another Terminal User's LNG Ship causes damage to the LNG Terminal or supplies Off-Specification LNG or for any other reason.

10. REVIEW OF THE MAXIMUM NUMBER OF SLOTS

Up to every two (2) contractual Years, Fluxys LNG and the Terminal Users shall evaluate their ability to increase the maximum number of Slots for subscription beyond the figures set out in section 1.1.1, taking into consideration all the relevant factors, including accumulated experience and any change in circumstances. No increase shall be made without the consent and agreement of Fluxys LNG and the Terminal Users. Their agreement may not be unreasonably refused.

11. APPLICATION OF THE OPERATING RULES

Fluxys LNG shall procure that at all times that this Appendix C shall be the same for all Terminal Users.

APPENDIX D: LNG SHIP APPROVAL PROCEDURES AT THE LNG TERMINAL

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1. STAGE 1: PREPARATORY INFORMATION EXCHANGE

The main objective of this step 1 is to gather all necessary information (documents, data, drawings) to determine the compatibility of the LNG ship to the berth at the LNG Terminal.

The performance of step 1 requires the information exchange between:

- a) Terminal Operator to the Shipper pursuant to step 1.1;
- b) Shipper to the Terminal Operator pursuant to step 1.2;

The documents listed hereunder form the list of required documents to be submitted by Fluxys LNG and Terminal User before approval of the LNG ship.

1.1. Stage 1.1: Information to be submitted by Fluxys LNG to the Terminal User

Fluxys LNG, after receiving the request from a Terminal User who wishes to unload LNG at the LNG Terminal using an LNG Ship not listed in the Fluxys LNG's Accepted Ship List, shall send to the Terminal User the following documents prior to the preliminary meeting between Terminal User and Fluxys LNG during the approval procedure associated with Terminal User's application:

1. Terminal information for LNG ships (mooring, connection and LNG cargo aspects) required to conduct a Ship/Shore compatibility study;
2. Generic Ship Shore Safety Plan (SSSP) complete with information and procedures (shore part) necessary to fill out the IMO Check List of the Unloading Port, Cargo Handling/Transfer Procedures, Custody Transfer Measurement Procedures, Emergency Response Procedures, Safety & Security procedures (on a "need-to-know" basis) at the LNG Terminal in accordance with the ISPS Code relevant for the ship/shore interface, and any other pertinent information related to LNG transfer operations at the Terminal.
3. Fluxys LNG's Inspection Guidelines for LNG Ships.

Remark: Terminal User should retrieve port information related to marine aspects for access and berthing at the Unloading Port directly from the Port Authority.

1.2. Stage 1.2 – Information to be submitted by the Terminal User to Fluxys LNG

Listed below is the information that the Terminal User shall send to Fluxys LNG before the preliminary meeting between Terminal User and Fluxys LNG during the approval procedure application associated with Terminal User's application:

1. Ship/Shore Interface Plan according to SIGTTO paper No5 "Communication necessary for matching ship to berth" if available (new ships),
otherwise general arrangement drawing plus manifold drawing (connecting) and fore and aft deck drawing (mooring equipment) for the LNG ship.
2. Ship questionnaire duly filled according to SIGTTO form "Ship Information questionnaire for Gas Carrier" 1998, 2nd edition.
3. Certificate of Accuracy of the Custody Transfer Measurement System and approved Tank Gauge tables.
4. Ship Operational and Safety Procedures while alongside. These procedures concerning mooring, cargo transfer and fire fighting pertain to ISM code. They complete the SSSP for the ship part according to IMO Check List.
5. List of survey status issued by the Classification Society for an LNG Ship.
6. Copy of latest inspection report of Classification Society, Vetting, and Port State Control (Paris MoU).
7. Certificate of Entry with a registered Protection & Indemnity (P&I) Club.
8. Drawing showing the flat body line of the LNG ship (backboard only)
9. Drawing with details of the landing area for the shore gangway

2. STAGE 2: SHIP/SHORE INTERFACE STUDY

In order to verify both the technical compatibility and the operational aspects, it is important to determine that the LNG ship and LNG Terminal know eachparty's Operating Procedures to work in a safe way.

This is completed by a careful scrutiny and review of all documents exchanged during step 1.

2.1. Stage 2.1 – Document Analysis

After completing the examination of the aforementioned information, Fluxys LNG shall perform an Interface Study to establish a technical acceptability of the LNG Ship at the LNG Terminal. Conclusions of this Interface Study are then notified to the Terminal User.

In particular the following minimum criteria are checked as part of the Interface Study:

- Physical and technical compatibility with LNG Terminal dimensions;
- Compliance of navigation and safety equipment on board the LNG ship with applicable regulations;
- Compliance of the LNG ship with the LNG Terminal communication link and ESD system;
- Certification of gauge tables¹ covering all cargo tanks in the LNG ship and Custody Transfer Measurement System².

¹ Certification of gauge tables shall be approved by the relevant authorities and by the Terminal Operator before the first unloading. This certification shall be carried out by a qualified organisation (for instance the Japanese NKKK).

² Custody Transfer Measurement system specifications and methods shall comply with Attachment G which is consistent with the recommendations of the GIIGNL LNG Custody Transfer Handbook (currently the Second Edition, October 2001).

2.2. Stage 2.2 – Mooring Arrangements

Fluxys LNG requires approval by the Port Authority of the proposed mooring arrangement and its associated mooring calculation (e.g. Optimoor). Both the proposed mooring arrangement and mooring calculation shall be prepared by the Terminal User.

Upon the above-mentioned approval, Fluxys LNG shall issue, for operational purposes only, a specific drawing for the LNG ship with the approved mooring arrangement.

2.3. Stage 2.3 – Preliminary Ship/Shore Interface Meeting

Following the completion of the document analysis, a Preliminary Ship/Shore Interface Meeting, attended by representatives of the Ship Owner/ Ship Management, Terminal User, Terminal User's Agent, Harbour Master, Master of the Zeebrugge Harbour Pilot Services, and Fluxys LNG, shall be called in order to examine berth, Ship-Shore Interfaces, safety and communications items in relation to the LNG Ship and the LNG Terminal.

The minimum agenda of the Preliminary Meeting is as follows:

- Review of Interface Study conclusions,
- Review of all parameters of the Ship Shore Safety Plan completion: the documents dealing with safety and security, including but not limited to fire fighting, cargo transfer and mooring are checked and adapted if necessary,
- Cargo tank custody transfer management,
- Terminal User's agent assignment and tasks.

Any LNG ship that shall have successfully completed Steps 1 and 2 above shall be considered as a pre-approved LNG ship for its initial voyage to the Unloading Port.

3. STAGE 3: SHIP SAFETY INSPECTIONS

Fluxys LNG at its own discretion may or may not require an LNG ship inspection (vetting) prior to the first berthing of the LNG ship at the LNG Terminal. This inspection is performed by an endorsed inspector of Fluxys LNG and performed according to Inspection Guidelines accepted by Fluxys LNG. Such inspection shall be without prejudice to the responsibility of the Parties as specified in the relevant contracts. These Inspection Guidelines shall be consistent with the OCIMF inspection guidelines and SIGTTO's latest recommendations for crew safety standard and training on LNG ships.

Fluxys LNG's Inspection Guidelines focus on identifying risks occurring when the LNG ship is within the Unloading Port (particularly at berth at the LNG Terminal) and intend to reduce such risks, thereby assessing both procedures (operational and safety) and equipment.

A list of remarks and/or deficiencies, arising from such inspection, if any, shall be handed over to the master of the LNG ship at an exit meeting held onboard the LNG ship. The list of above-mentioned remarks and/or deficiencies shall also be sent to the Terminal User who shall forward them to the LNG ship owner and/or the charterer and other necessary parties. Upon receipt of the implementation schedule of the corrective actions, Fluxys LNG shall decide whether the LNG ship can be received at the LNG Terminal.

Terminal User shall promptly notify or procure that Fluxys LNG is notified if any of its LNG ships, pre-approved or approved according to this Ship Approval Procedure, has been rejected or has failed a ship safety inspection at another LNG terminal. Terminal User shall provide Fluxys LNG with all relevant technical details and information in that respect.

4. STAGE 4: UNLOADING TEST AND SHIP APPROVAL

Depending on the outcome of the previous steps, an LNG Ship shall either be approved or approved pending corrective action, for a single cargo unloading, which shall constitute the Unloading Test. Otherwise the LNG ship shall be rejected .

4.1. Stage 4.1 – Unloading test

In the event the LNG Ship has been approved pursuant to steps 1, 2 and 3, a single cargo unloading shall be permitted and conducted, during which the LNG Ship shall undergo the Unloading Test to verify the actual understanding of the LNG Terminal interface by the LNG Ship's crew and the ship/shore compatibility. Before starting the unloading of the LNG cargo, a pre-discharge meeting shall be held on-board. During this meeting:

- a review and validation of the SSSP shall be completed in order to have a duly completed document, including mooring, fire fighting, cargo transfer, cargo tank management, unloading communication and operational procedures; and
- a finalized version of the SSSP shall be signed by the LNG Ship's master and the Fluxys LNG's representative; and
- the LNG Ship's master and Fluxys LNG's representative shall check and sign the "IMO Ship/Shore safety checklist and guidelines".

Upon completion of these actions the unloading of the LNG cargo shall take place.

4.2. Stage 4.2 – Conclusion of LNG Ship approval procedure

Depending on the findings of the Unloading Test, Fluxys LNG shall determine if:

- The LNG Ship is approved for a thirty-six (36) Months approval period, without being subjected to further Unloading Tests.
- The LNG Ship shall be accepted in future for another Unloading Test pending implementation of corrective action to the LNG Ship provided by Fluxys LNG ;
- The LNG ship shall not be accepted in future at the LNG Terminal (without completion of the full approval procedure);

5. STAGE 5: SHIP APPROVAL FOLLOW UP

Before and during each call at the Terminal, Terminal User shall provide timely assistance to Fluxys LNG, to clarify and/or solve any urgent issues that may arise before or during each call of one of the Terminal User's LNG Ships. The Terminal User's assistance can preferably be implemented by notifying Fluxys LNG for each call of the LNG Ship of who will be the Terminal User's representative for that specific call. The Terminal User shall provide Fluxys LNG all necessary and relevant details on how Fluxys LNG can reach Terminal User's representative via telephone, mobile phone, e-mail, etc.. This Terminal User's representative shall be present before and during the LNG Ship's call, and be empowered to make all necessary "ad hoc" operational decisions on behalf of the Terminal User, e.g. regarding any arising safety, security, technical, crew, environmental issues, LNG cargo off-spec issues, ship's chandler's issues, bunkering or waste handling issues.

During the approval period, Fluxys LNG shall be kept informed of any modifications to the LNG Ship related to either technical, safety and/or managerial issues. Based on these modifications Fluxys LNG shall assess if the LNG Ship requires a new approval.

Fluxys LNG may require any additional safety and technical inspections, in order to check the continued compliance of the LNG Ship with safety and/or operational requirements of the LNG Terminal.

Pending due notification and formal acceptance by the Terminal User, these inspections may occur during the berthing time at Fluxys LNG's berth or at any other time and place.

APPENDIX E:
SPECIFICATION FOR LNG AT THE DELIVERY POINT AND NATURAL GAS AT THE REDELIVERY POINT

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1. LNG SPECIFICATION FOR THE DELIVERY POINT

	<i>Unit</i>	<i>Min</i>	<i>Max</i>	<i>Test Method</i>
<i>Methane</i>	Mol %	80.0	100	see Appendix G, section V
<i>Nitrogen</i>	Mol %	0.0	1.2	see Appendix G, section V
<i>Gross Calorific Value</i>	kWh/m ³ (n)	10.83	12.43	see Appendix G, sections V and VI
<i>Wobbe Index</i>	kWh/m ³ (n)	14.17	15.56	see Appendix G, sections V and VI
<i>LNG density at atmospheric equilibrium pressure, i.e. 1013.25 mbar absolute</i>	kg/m ³ LNG	425	480	see Appendix G, sections V and VI

1.1. Vapour pressure at the Delivery Point

Terminal User shall use all reasonable endeavours to limit the saturated vapour pressure (SVP) of each LNG cargo, delivered at the Delivery Point, to 1,160 mbar (determined by a mutually agreed test method). It is understood that an LNG cargo shall not be considered as an Off-Specification LNG cargo solely due to the cargo saturated vapour pressure not being on or below 1,160 mbar.

However in such case, Fluxys LNG shall discuss and agree with Terminal User to increase the Send Out rate or to reduce the unloading rate at a level where flaring will not occur. If such measures are not reasonably possible or agreed, Fluxys LNG may refuse to accept an LNG cargo if Fluxys LNG reasonably expects that unloading such LNG cargo will jeopardize Fluxys LNG's environmental permits.

If the saturated vapour pressure of an LNG cargo is higher than 1,160 mbar and as result thereof flaring occurs, such flared Quantity of LNG shall be deducted from Terminal User's Gas In Storage.

1.2. Reference standards

ISO standards, e.g. ISO 6976: 1995 for calorific values (combustion reference temperature: +25°C).

Calculated LNG density: revised Klosek-McKinley method (Technical Data Sheet No. 1030, 1980).

1.3. Specific limitations for trace components and impurities in LNG:

	<i>Unit</i>	<i>Min</i>	<i>Max</i>	<i>Test Method</i>
<i>iC4</i>	Mol %	-	1.0	see Appendix G, section V
<i>nC4</i>	Mol %	-	1.0	see Appendix G, section V
<i>iC5</i>	Mol %	-	0.20	see Appendix G, section V
<i>nC5</i>	Mol %	-	0.20	see Appendix G, section V
<i>C6+</i>	Mol %	-	0.10	see Appendix G, section V
<i>H2S + COS (as sulphur)</i>	mg/m ³ (n)	-	5	ISO 8943 (EN12838), ISO 19739
<i>Total sulphur (as sulphur)</i>	mg/m ³ (n)	-	22.4	ISO 8943 (EN12838), ISO 19739
<i>Mercaptans (as sulphur)</i>	mg/m ³ (n)	-	6	ISO 8943 (EN12838), ISO 19739
<i>Oxygen</i>	Ppm (vol)	-	10	Electrochemical cell (Panametrics O2X1 for ex.)
<i>CO₂</i>	Ppm (vol)	-	100	ISO 8943 (EN12838), ISO 6974
<i>CO</i>	Ppm (vol)	-	1	ISO 8943 (EN12838), ISO 6974
<i>Hydrogen</i>	Ppm (vol)	-	1	ISO 8943 (EN12838), ISO 6974
<i>H₂O</i>	Ppm (vol)	-	0.1	ISO 8943 (EN12838), ISO 15972-1 (capacitance method for ex.: Panametrics Al ₂ O ₃ cell)
<i>Mercury</i>	Nano g/m ³ (n)	-	50	ISO 8943 (EN12838), ISO 6978
<i>Hydrocarbon dew point (cricondenthem)</i>	°C (1-69 barg)	-	Minus 20	Automatic chilled mirror (for ex.: Condumax)
<i>Solids (no deposits on 32 mesh strainers)</i>				32 mesh strainers installed in Ship's LNG manifold

1.4. Impurities

To avoid internal clogging or erosion of equipment, as a general rule the delivered LNG shall not contain any fluid component (e.g. aromatics, C₆H₆, CO₂, CH₃OH, etc.) in a concentration higher than 50 % of the solubility limit in LNG of that particular fluid component in the operating pressure and operating temperature range of respectively 0 to 100 bar absolute and -162 to + 50 °C. C₆H₆ : max. 1 ppm, CH₃OH: max. 0.5 ppm.

1.5. Contaminants

As a general rule, the delivered LNG shall not contain any liquid or solid contaminants. The Natural Gas may not contain other elements and impurities (including but not limited to methanol, condensates, gas odorants) to the extent that such Natural Gas cannot be transported, stored and marketed without incurring additional cost for quality adjustment.

Note : Attachment G, sections V and VI refer amongst others to (the latest published editions of):

- ISO 8943 and EN 12838 for LNG sampling (continuous respectively discontinuous methods).
- ISO 6578 for LNG density calculation procedure (inputs : LNG molar composition and LNG temperature)
- ISO 6974 for gas chromatographic analysis to determine the gas molar composition
- ISO 6976 for combustion (heating) properties calculated from molar composition
- ISO 19739 Determination of sulfur compounds using gas chromatography
- ISO 15972-1 Measurement of properties- Single Components and Condensation Properties – part 1: Water Content and Water Dew-Point Determination

2. GENERAL NATURAL GAS SPECIFICATION FOR THE REDELIVERY POINT

The natural gas at the Redelivery Point must observe the specifications required at the Terminal User's point of entry into the grid.

These specifications are available on the Transporter's web site (www.fluxys.net).

3. SPECIFIC NATURAL GAS SPECIFICATION FOR THE REDELIVERY POINT

Provided that this does not disrupt normal operation of the LNG Terminal, the Terminal User is at any time entitled to request Fluxys LNG to supply it at the Redelivery Point with Natural Gas the specification of which is more stringent than that set out in the Part 2, provided that this more stringent specification is not incompatible with the specification set out in the Part 1. This request shall be granted by Fluxys LNG to the extent that this more stringent Specification is consistent with the Transit or Transport Services Agreement to redeliver the Natural Gas at the redelivery point executed between the Terminal User's Client and the Shipper. The Terminal User shall at all times be entitled to amend this specification set out in the aforementioned Part 3 by warning Fluxys LNG as long as the amendments made do not conflict with the Specifications set out under Part 1.

This Specification shall apply to Natural Gas at the redelivery point nominated by the Terminal User's Client for redelivery at the Zeebrugge Hub. The Specification adapted for transit of the Natural gas between the Redelivery point and the Zeebrugge Hub and between the Zeebrugge Hub and the Grid and other adjacent grids managed by Gaz de France, I(UK), Wingas, Ruhrgas, Gasunie or Zebra are published on the Transporter's web site (www.fluxys.net).

The Natural gas shall be made available to the Transporter to the required pressure by the latter insofar as it is within the reference range.

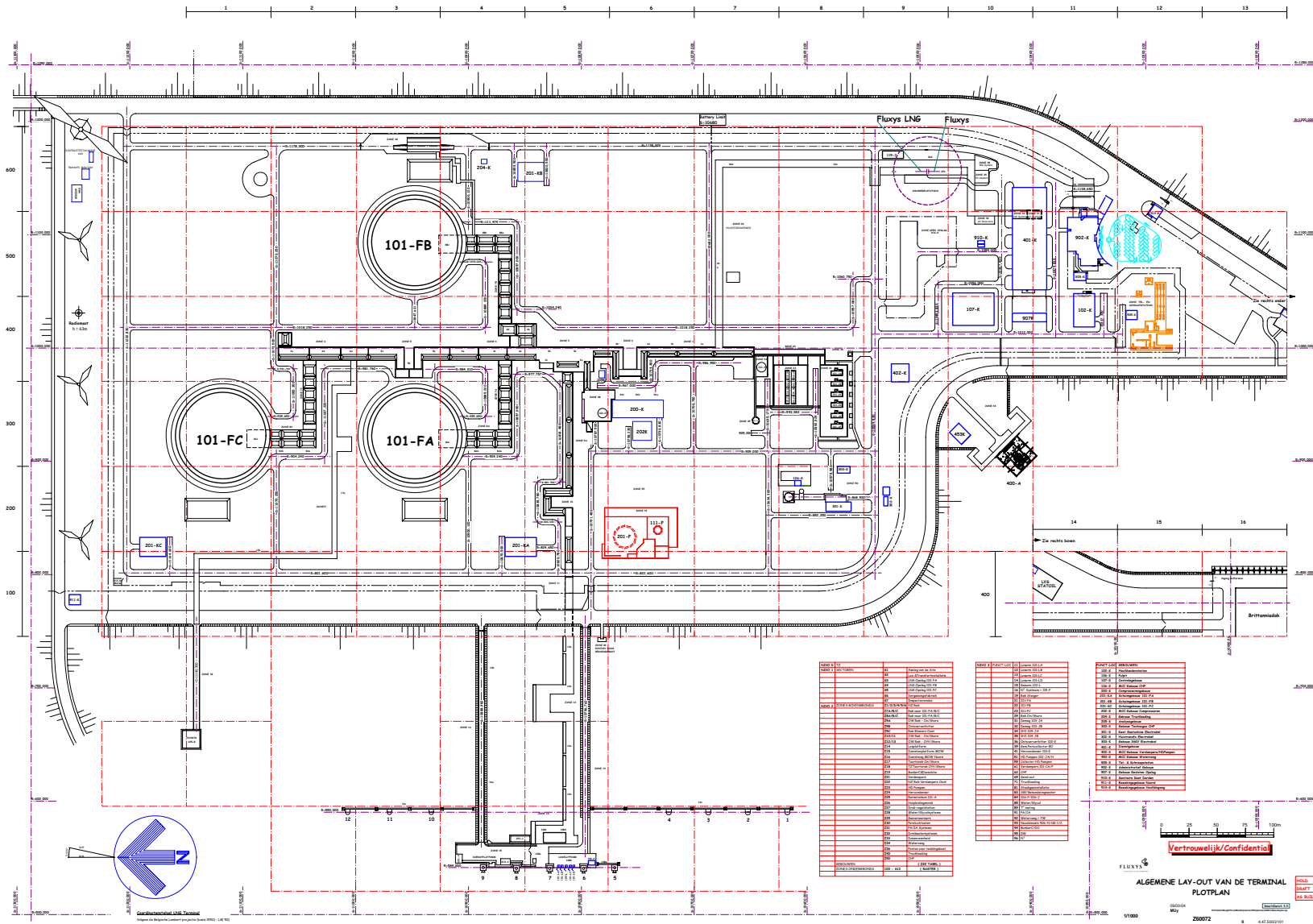
If during the Contract Period, the Terminal User or the Terminal User's client wishes to amend the Transit Agreement entered into with the Shipper to deliver the Natural Gas to a redelivery point other than the Zeebrugge Hub, the Parties in question shall meet and discuss the detail of the required amendments, if any, to the aforementioned Part 3 and other required amendments, if any.

**APPENDIX F:
LNG TERMINAL PLAN**

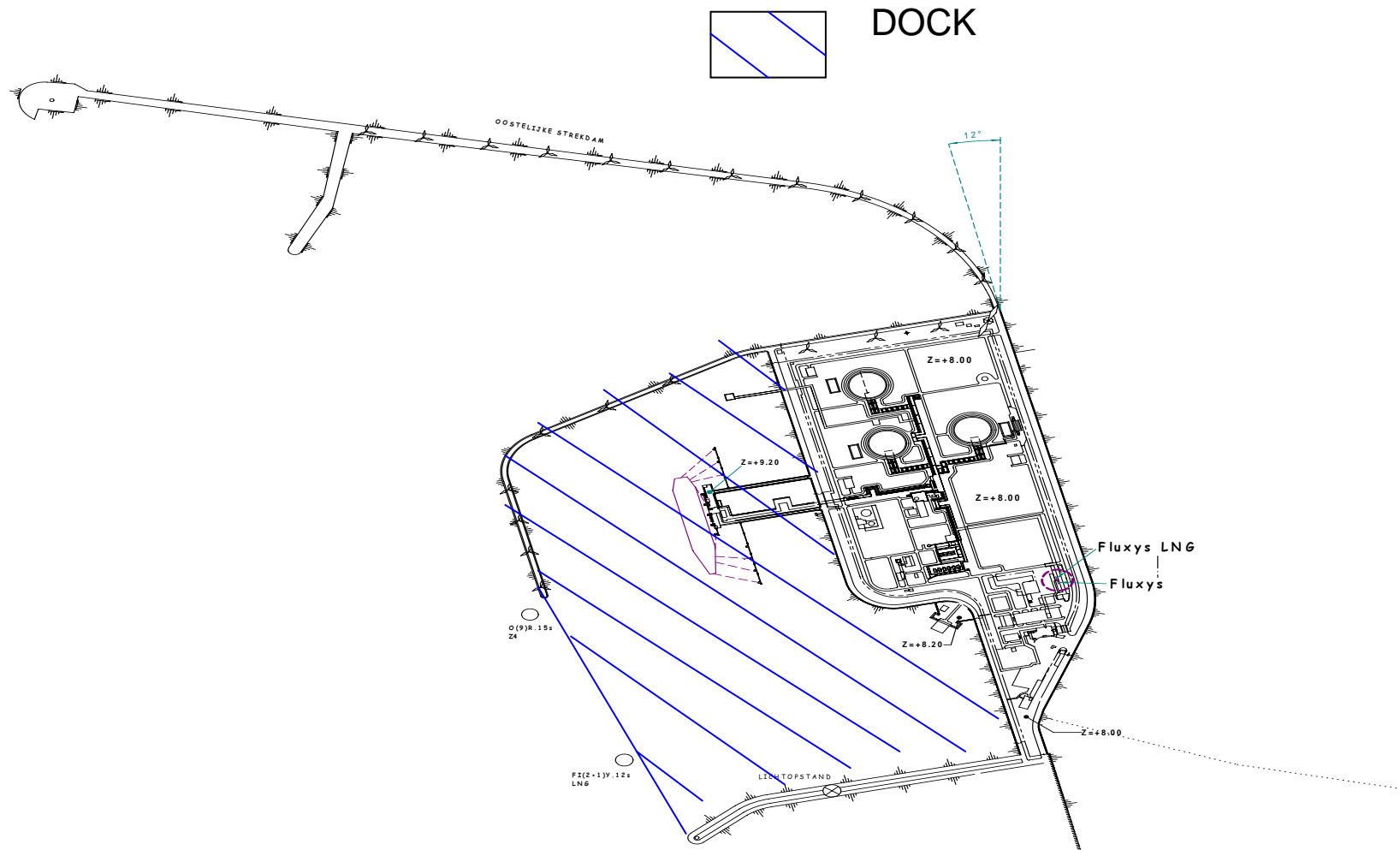
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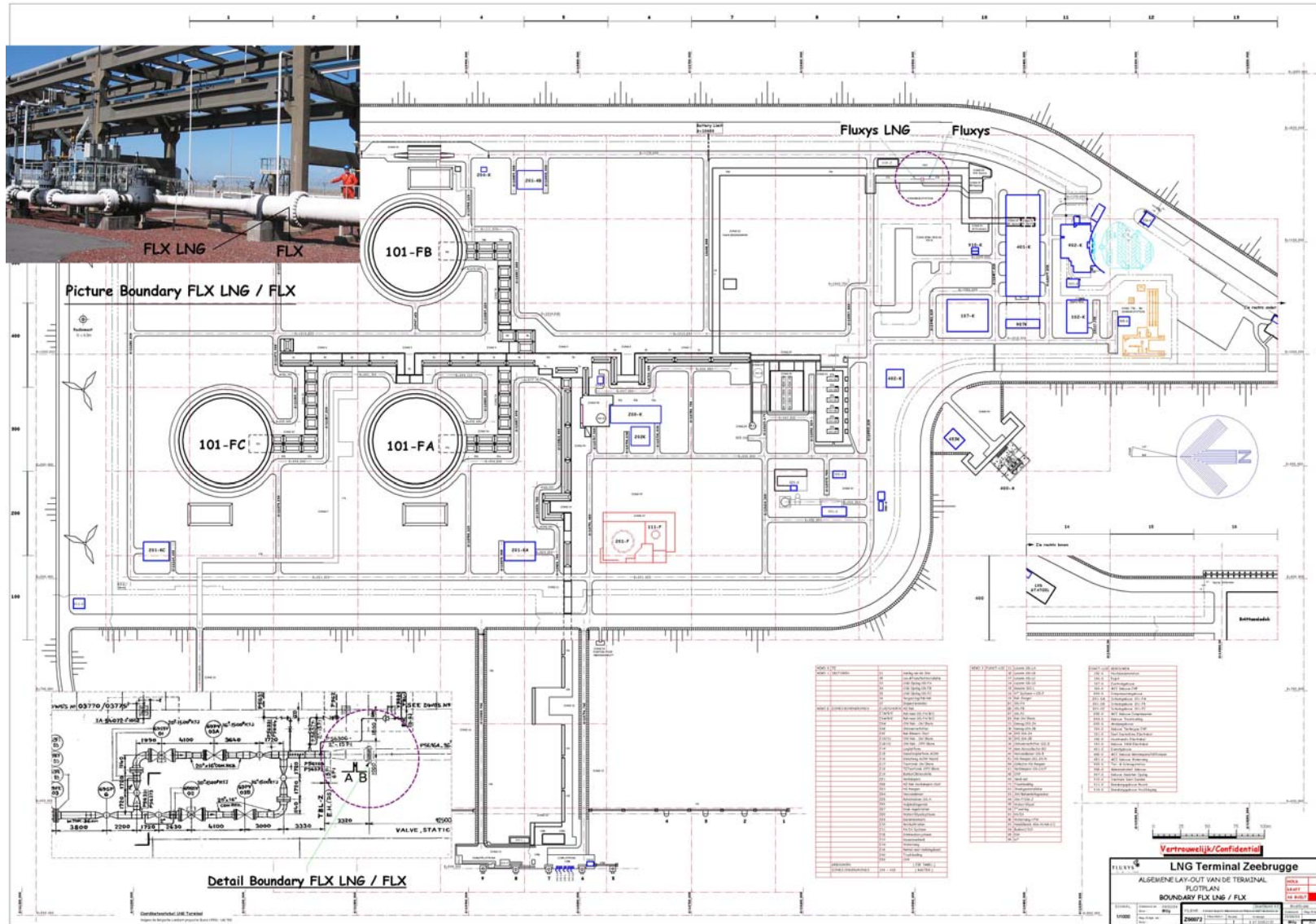
1. LOCATION OF REDELIVERY POINT



2. LOCATION OF LNG DOCK



3. MAP OF REDELIVERY POINT



APPENDIX G: TESTING AND MEASURING METHODS

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Appendix G sets out detailed procedures for sampling and analysing LNG and for gauging the LNG volume unloaded from the LNG Ship and calculating the density and Gross Calorific Value of LNG delivered at the Delivery Point.

SECTION I - DEFINITIONS

Reference to GIIGNL LNG Custody Transfer Handbook, Second Edition, October 2001 (GIIGNL LNG CTHB), GPA, ISO, or ASTM standards and procedures shall be to the latest officially published revisions thereof.

SECTION II - TANK GAUGE TABLES

II.1 Calibration of LNG Tanks

Prior to the utilization of any LNG Ship, Terminal User shall: (a) in the case of an LNG Ship the tanks of which have never been calibrated, arrange for each LNG tank of such LNG Ship to be calibrated for volume against level to existing ISO standards by an independent surveyor agreed by Terminal User and Fluxys LNG, or (b) in the case of an LNG Ship the tanks of which have previously been calibrated, furnish to Fluxys LNG evidence of such currently valid calibration by an independent surveyor, and if otherwise required arrange for the re-calibration of all tank volume measuring devices by an independent surveyor agreed by Terminal User and Fluxys LNG.

II.2 Preparation of Tank Gauge Tables

Terminal User shall have an independent surveyor prepare tank gauge tables for each LNG tank of each vessel which Terminal User intends to use as an LNG Ship from the results of the calibration referred to in section II.1 above. Such tank gauge tables shall include sounding tables, correction tables for list (heel) and trim, volume corrections to tank service temperature, and other corrections if necessary.

II.3 Inaccuracy of Tank Gauge Tables

The tank gauge tables prepared pursuant to section II.2 above shall indicate volumes in Cubic Meters expressed to the nearest thousandth, with tank depths expressed in Meters to the nearest hundredth for the whole range of tank depths, and in addition expressed in millimeters of tank depth in the range 0 to 8% and 92% to 100% of maximum effective LNG cargo tank volume. The inaccuracy of the tank gauge tables shall not exceed $\pm 0.2\%$ in any case.

II.4 [Intentionally Left Blank].

II.5 Re-calibration of LNG Tanks in Case of Distortion, Reinforcement, Modification or Expiry of Calibration Certification

In the event that any LNG tank of any LNG Ship suffers distortion or undergoes reinforcement or modification of such a nature as to cause either Terminal User or Fluxys LNG reasonably to question the validity of the tank gauge tables referred to in section II.2 above, Terminal User shall arrange for such LNG tank to be re-calibrated in the same manner as set forth in sections II.1 and II.2 hereof during any period when such LNG Ship is out of service for inspection and/or repairs. To that effect, Terminal User shall keep Fluxys LNG promptly informed and updated on any such event that may affect the accuracy of the LNG tank gauge tables for any of the LNG Ships.

In the event any LNG tank of any LNG Ship has an expiry date associated with its tank calibration, Terminal User shall arrange for such LNG tanks to be re-calibrated in the same manner as set forth in sections II.1 and II.2.

Except as provided in this Section II.5, no other re-calibration of any LNG tank of any LNG Ship shall be required.

SECTION III - SELECTION OF GAUGING DEVICES

III.1 Liquid Level Gauging Devices

III.1.1 Each LNG tank of each LNG Ship shall be equipped with a main and an auxiliary liquid level gauging device each of a different measuring principle, to existing ISO standards. Prior to the utilization of any LNG Ship, Terminal User and Terminal Fluxys LNG shall mutually agree on which liquid level gauging device shall be considered as the main and auxiliary device for each LNG tank on each LNG Ship. Unless otherwise agreed, each LNG tank of each LNG Ship will have a radar type system as the main liquid level device and a float type gauge as the auxiliary liquid level device.

III.1.2 The measurement inaccuracy of the main liquid level gauging devices shall be as small as possible, and no greater than ± 10 millimeters.

III.1.3 The level in each LNG tank shall be logged or printed.

III.2 Temperature Gauging Devices

III.2.1 Unless otherwise approved by Fluxys LNG, each LNG tank of each LNG Ship shall be equipped with a minimum of five (5) temperature gauging devices (1 for vapour and minimum 4 for liquid) located on or near the vertical axis of such LNG tank. Each temperature sensor shall be supported by a spare sensor, for emergency use.

III.2.2 Two sensors including a spare shall be installed each at or near the tank bottom and the tank top, in order to constantly measure the temperatures of liquid and vapour respectively. The remaining sensors and their spares shall be installed at equally spaced distances between the tank bottom and top. All the sensors shall be mounted such that they are not affected by the spray of LNG when the spray pumps are in operation.

III.2.3 The measurement inaccuracy of the temperature gauging devices shall not exceed the following limits:

<u>Temp. Range, °C</u>	<u>Limit, +/- °C</u>
-165 to -140	0.2
-140 to -120	0.3
-120 to +80	1.5

III.2.4 The temperatures in each LNG tank shall be logged or printed.

III.3 Pressure Gauging Devices

III.3.1 Each LNG tank of each LNG Ship shall have one absolute pressure gauging device (as input for Custody Transfer Calculations), and one relative pressure gauging device for operational purposes.

III.3.2 The measurement inaccuracy of the pressure gauging device shall be within plus or minus one percent ($\pm 1.0\%$) of full-scale. The expected inaccuracy shall be ± 0.01 bar.

III.3.3 The pressure in each LNG tank shall be logged or printed.

III.4 Verification of Gauging Devices

Gauging devices shall be verified for accuracy, and any inaccuracy of a device exceeding the permissible tolerance shall require correction of recordings and computations.

SECTION IV - MEASUREMENT PROCEDURES

General

All readings and computations shall be witnessed by appointed representatives of both Terminal User and Fluxys LNG. However the absence of the appointed representatives of either Terminal User or Fluxys LNG shall not prevent any operation or computation from being performed provided that reasonable notice to attend was provided.

IV.1 Liquid Level

IV.1.1 Measurement of the liquid level in each LNG tank of each LNG Ship shall be made to the nearest millimeter by using the main liquid level gauging device referred to in section III.1 hereof. Should the main device for a specific LNG cargo tank fail, the auxiliary device for that specific LNG cargo tank shall be used.

IV.1.2 At least five (5) readings shall be made in rapid succession. The arithmetic average of the readings shall be deemed the liquid level.

IV.1.3 Such arithmetic average shall be calculated to the nearest 0.1 millimeter and shall be rounded to the nearest millimeter.

IV.2 Temperature

IV.2.1 At the same time that the liquid level is measured, temperature shall be measured to the nearest zero decimal one degree Celsius (0.1°C) by using the temperature gauging devices referred to in section III.2 hereof.

IV.2.2 In order to determine the temperature of liquid and vapor in the LNG tanks of an LNG Ship, one (1) reading shall be taken at each temperature gauging device in each LNG tank. An arithmetic average of such readings with respect to vapor and liquid in all LNG tanks shall be deemed final vapor temperature and final liquid temperature respectively.

IV.2.3 Such arithmetic average shall be calculated to the nearest zero decimal zero one degree Celsius (0.01°C) and shall be rounded to the nearest zero decimal one degree Celsius (0.1°C).

IV.3 Pressure

IV.3.1 At the same time that the liquid level is measured, the absolute pressure in each LNG tank shall be measured to the nearest 0.001 bar by using the pressure gauging device referred to in section III.3 hereof.

IV.3.2 The determination of the absolute pressure in the LNG tanks of each LNG Ship shall be made by taking one (1) reading of the pressure gauging device in each LNG tank, and then by taking an arithmetic average of all such readings.

IV.3.3 Such arithmetic average shall be calculated and rounded to the nearest 0.001 bar.

IV.4 Procedures in Case of Gauging Device Failure

Should the measurements referred to in sections IV.1, IV.2 and IV.3 hereof become impossible to perform due to a failure of gauging devices, alternative gauging procedures shall be determined by mutual agreement between Fluxys LNG and Terminal User.

IV.5 Determination of Volume of LNG Unloaded

IV.5.1 The list (heel) and trim of the LNG Ship shall be measured at the same time as the liquid level and

temperature of LNG in each LNG tank of the LNG Ship are measured. Such measurements shall be made immediately before unloading commences and immediately after unloading is completed, after draining of liquid arms, closure of ship's manifold isolation valves and stabilized liquid level conditions are obtained. All of the LNG Ship's cargo liquid lines shall be in the same condition, i.e. all either drained or full of LNG, both at the opening (before unloading) and closing (after unloading) Custody Transfer Measurement. The volume of LNG, stated in Cubic Meters to the nearest 0.001 Cubic Meter, shall be determined by using the tank gauge tables referred to in section II hereof and by applying the volume corrections set forth therein.

During unloading there shall be no Natural Gas consumed by the LNG ship.

- IV.5.2 The volume of LNG unloaded shall be determined by deducting the total volume of LNG in all the LNG tanks immediately after unloading is completed from the total volume in all the LNG tanks immediately before unloading commences. This volume of LNG unloaded is then rounded to the nearest Cubic Meter.

SECTION V - DETERMINATION OF COMPOSITION OF LNG

V.1 Sampling Procedures

- V.1.1 Representative samples of LNG shall be obtained continuously according to the method described in the latest version of the ISO 8943, at an even rate during the period starting immediately after a steady flow rate has been reached, the unloading line is full of liquid and continuous unloading has commenced and ending immediately prior to the suspension of continuous unloading.
- V.1.2 A composite gaseous sample shall be collected in a suitable gas holder using a continuous gasification/collection method agreed upon by Terminal User and Fluxys LNG.
- V.1.3 Three (3) samples shall be transferred from the gas holder to sample bottles after completion of unloading. Such sample bottles shall be sealed by the independent surveyor who witnessed such sampling and shall be delivered to Fluxys LNG. Each Party shall provide the appropriate gas sample bottles for analysis or retention by that same Party.
- V.1.4 The gaseous samples taken at the Unloading Port shall distributed as follows:
- | | |
|-----------------------|--|
| First sample bottle: | for analysis by Fluxys LNG. |
| Second sample bottle: | for analysis by Terminal User. |
| Third sample bottle: | for retention by Fluxys LNG for at least forty five (45 Days). |

In case any dispute as to the accuracy of any LNG sampling and/or analysis is raised within this subsequent period of forty-five (45) Days, the third gas sample bottle shall be analyzed by a laboratory agreed upon by Terminal User and Fluxys LNG and its conclusion shall prevail. The samples should be taken and verified by the independent surveyor, however the absence of such independent surveyor shall not prevent such samples from being taken and sealed provided that reasonable notice to attend was provided.

V.1.5 Online Discontinuous Sampling

In addition to the systems and process described in V.1.1 to V.1.4 included above, Fluxys LNG shall also sample and analyse LNG unloaded by the discontinuous sampling method as described in EN 12838 (European standard). LNG samples flow from the two main LNG unloading lines at the LNG Terminal and shall be continuously vaporized, and discontinuous samples shall be subsequently analysed by gas chromatography at regular intervals but at least every fifteen (15) minutes during unloading.

These analysis results shall be primarily used for on-line monitoring of LNG cargo unloading and back-up analysis in the event of sampling or analysis failure of the continuous system pursuant to V.1.6 below. Except in the event of manifest error or the application of V.1.6, the results from the continuous system, described in V.1.1 to V.1.4 inclusive above, shall always prevail over results of the discontinuous system.

V.1.6 Failure in Collecting Samples and in Determining the Composition of LNG.

If sampling and/or analysis as described in V.1.1 to V.1.4 inclusive fails for any reason, the Parties agree to use the analysis results obtained using the discontinuous sampling method. Such analysis results will be the average of all analyses performed during full rate unloading. Individual erroneous analysis results may be discounted from the calculated average provided that all such

results are reported to and agreed by Terminal User.

In the event both the continuous and discontinuous systems fail to determine the composition of LNG unloaded, the Parties shall use the analysis results of the cargo at the loading port, corrected as per the formulae below using results of the five (5) immediately preceding Terminal User's cargoes from the same origin (or of the total cargoes delivered if less than five) under the Agreement.

$$(V \text{ m}^3 \text{ actually unloaded} \times \text{MWh/m}^3 \text{ actually loaded}) \times [\Sigma^5 (\text{MWh/m}^3 \text{ DES}) / \Sigma^5 (\text{MWh/m}^3 \text{ B/L})] = \text{MWh unloaded}$$

$$(V \text{ m}^3 \text{ actually unloaded} \times \text{kg/m}^3 \text{ actually loaded}) \times [\Sigma^5 (\text{kg/m}^3 \text{ DES}) / \Sigma^5 (\text{kg/m}^3 \text{ B/L})] / 1000 = \text{ton LNG unloaded}$$

whereby :

- B/L shall mean MWh/m³ or kg/m³ for the preceding 5 cargoes at the loading port
- DES shall mean MWh/m³ or kg/m³ for the preceding 5 cargoes at the Unloading Port.

V.2 Analysis Procedures

V.2.1 Hydrocarbons and Nitrogen – Fluxys LNG's sample of the unloaded LNG, shall be analyzed as soon as reasonably possible by Fluxys LNG to determine, by gas chromatography, the mol fraction of hydrocarbons and nitrogen in the sample. The method used shall be the method described in the latest version of the ISO 6974 standard or any other method agreed upon by Fluxys LNG and Terminal User. Duplicate runs shall be made on each sample to determine that the repeatability of peak heights or peak areas are within acceptable limits. The calculated results of such duplicate runs shall be averaged.

V.2.2 Sulfur, Mercaptans, Hydrogen Sulfide - The ISO 19739 shall be used to determine the sulfur compounds content of Fluxys LNG's sample of unloaded LNG, unless Terminal User and Fluxys LNG mutually agree that some other method should be used.

V.2.3 Quality Determination – The results of the analysis under section V.2.1 above shall be used with calculation methods in Attachment G, section VI to determine if the LNG meets the quality specifications set forth in Attachment E of the Agreement.

V.3 Correlation of Analytical Equipment and Devices

Fluxys LNG and Terminal User shall perform regular correlation tests, i.e. twice per Year in the first Year following the Service Start Date, and at least once per Year afterwards, using a standard gas sample in order to properly maintain the accuracy of Terminal User's and Fluxys LNG's equipment and devices, prior to use and during periods of use. Such correlation tests are subject to the following conditions:

- (a) Mutual agreement of Terminal User and Fluxys LNG as to timing of a test;
- (b) The standard gas sample shall be obtained by Fluxys LNG;
- (c) The standard gas sample shall be transported to the loading port on an LNG Ship operated by Terminal User;
- (d) Terminal User shall analyze the sample and return it to Fluxys LNG on an LNG Ship;
- (e) Fluxys LNG shall analyze the sample; and
- (f) The results of these tests shall be made available to Terminal User and Fluxys LNG.

In the event the correlation results are not within agreed limits, the Parties shall investigate the source of such errors and take appropriate corrective action.

APPENDIX H: NOMINATION PROCEDURE AT THE LNG TERMINAL

The present Appendix H is likely to be subject to amendments in order to continue to comply with the Edig@s (Electronic Data Interchange EDIFACT) protocols and with the recommendations of the EASEE-gas association, whilst observing the procedure for amending the present Terminalling Code, referred to in particular in section 3 of the first section of the aforementioned Code.

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1. GENERAL

The Terminal User is entitled to nominate the Send Out capacity and the injection capacity throughout the contract period, and Fluxys LNG shall be able to accept or refuse these nominations, in accordance with the Nomination procedures at the LNG Terminal.

Please note, the procedures for the unloading schedule of the LNG Ships are set out in Appendix C, in sections 1, 3 and 4. The storage capacities are not the subject of nominations (cf. Appendix C, section 5).

Other than the quantity of natural Gas, any nomination introduced by the Terminal User must also at least specify:

- The Gas Day referred to (as well as the timetable provided for the daily nominations);
- The identity of the Terminal User;
- The type of nomination: Send Out or injection to the LNG Terminal;
- The unit of energy used (kWh);
- The other party(-ies) to the Terminal User, or one or some (coded) user(s) of the adjacent Transport Grid, which shall receive the natural Gas supplied at the Redelivery Point downstream of the LNG Terminal;
- The GCV_d (relating to a given Gas Day, and published by Fluxys LNG).

The transmission protocol to be used when exchanging contractual data and disseminating information is: Edig@s (Electronic Data Interchange EDIFACT).

2. COORDINATING NOMINATIONS

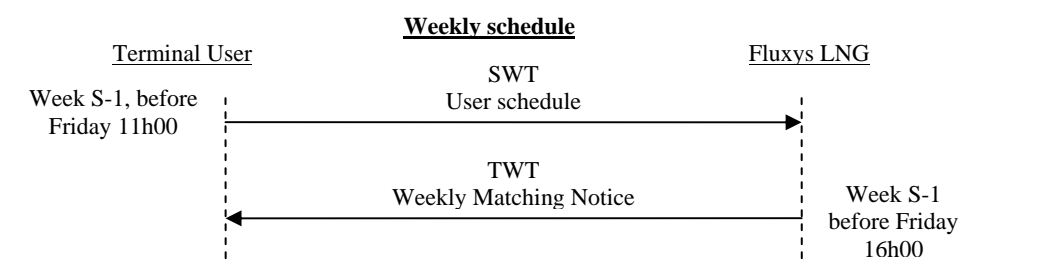
2.1. Quarterly nomination schedule at the LNG Terminal

For the 19th day of each Month M, the Terminal User shall send a quarterly nomination schedule containing the daily nominations for the three (3) consecutive months up to Month M and forecasting a permanent update compatible with the RBS.

If Fluxys LNG does not receive an update of the quarterly nomination schedule, the previous quarterly nomination schedule shall be considered as being the quarterly nomination schedule for the Terminal User for the two (2) consecutive months up to Month M, and the information relating to Month M+2 shall be repeated for Month M+3.

2.2. Weekly nomination schedule at the LNG Terminal

The weekly nomination process is illustrated by the following diagram, and describes below:



Every Week S-1, the Terminal User shall issue its daily nominations for the following Week S. Fluxys LNG shall undertake a capacity check and shall communicate to the Terminal User, using a weekly Matching Notice, the quantities nominated by the (coded) other party(-ies) but, where applicable, without applying the Lesser rule (see section 2.5.2).

2.2.1. Weekly schedule of the Terminal User (SWT notice)

Subject:

The Terminal User shall communicate the daily quantities of natural Gas to be withdrawn/injected each Gas Day of the following week S.

Notification procedure:

Every Friday of the week S-1, before 11h00, the Terminal User shall issue a weekly nomination schedule using a structured SWT notice based on the EDIG@S standard(NOMINT), and relating to the week commencing the following Monday at 06h00 and which finishes the Monday after at 05h59.

2.2.2. Weekly Matching Notice of Fluxys LNG (TWT notice)

Subject:

For each Gas Day of the following week S, Fluxys LNG shall inform the Terminal User of the quantities, which have been nominated by the (coded) other party(-ies) but, where applicable, without applying the Lesser rule.

Notification procedure:

Every Friday of the week S-1, before 16h00, Fluxys LNG shall communicate to the Terminal User a weekly structured Matching Notice based on the EDIG@S standard (NOMRES) relating to the week commencing the following Monday at 06h00 and which finishes on the Monday after at 05h59.

Action taken by the Terminal User:

In the event of a mismatch notified using the weekly Matching Notice, the Terminal User shall have to modify its nominations for the daily nomination schedule set out in section 2.3.

2.3. Daily nomination schedule at the LNG Terminal

In order to inform Fluxys LNG of the quantity of natural Gas for Send Out/injection at the Redelivery Point, the Terminal User shall send its *initial* nomination to Fluxys LNG and, if necessary, renominations, carrying out the procedure set out and illustrated in the diagrams below.

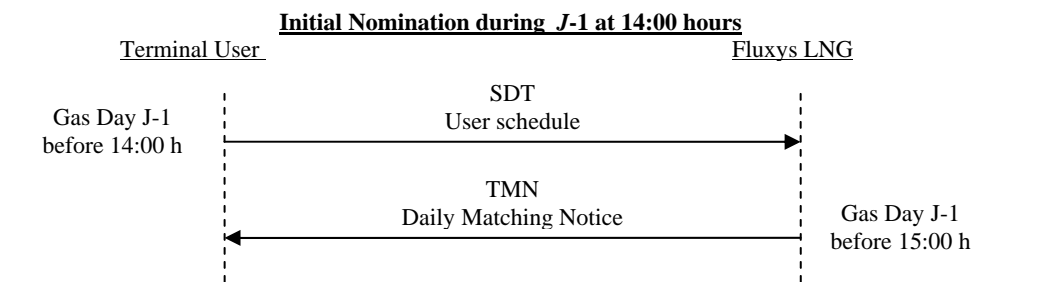
If Fluxys LNG does not receive a renomination, the *final* nomination shall be considered as being equal to the confirmed value of the initial nomination. In case of renominations, the *final* nomination shall be considered as being equal to the confirmed value of the last of the renominations confirmed by Fluxys LNG.

The present procedure is in line with Common Business Practice 2003-002/01 adopted by the European association EASEE-gas and entitled "Harmonisation of the Nomination and Matching Process", as approved on the 18 February 2004.

The present appendix adopts the notion of "Gas Day", as defined in the glossary. It should be noted that at hour 5 on Gas Day J-1, hour 6 of the Gas Day J follows on, and that hour 5 of Gas Day J occurs 23 hours after hour 6 of the same Gas Day.

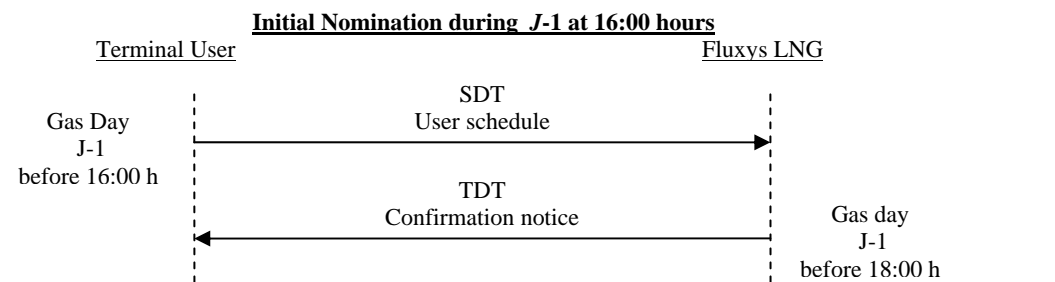
2.3.1. Initial nomination (phases 1 and 2)

2.3.1.1. Phase 1: Gas Day J-1 at 14:00 hours



Every Gas Day J-1, the Terminal User shall issue its hourly nominations for the next Gas Day J. Fluxys LNG shall undertake a capacity check and shall communicate to the Terminal User, using a daily Matching Notice, the quantities nominated by the (coded) other party(-ies) but, where applicable, without applying the Lesser rule (see section 2.5.2).

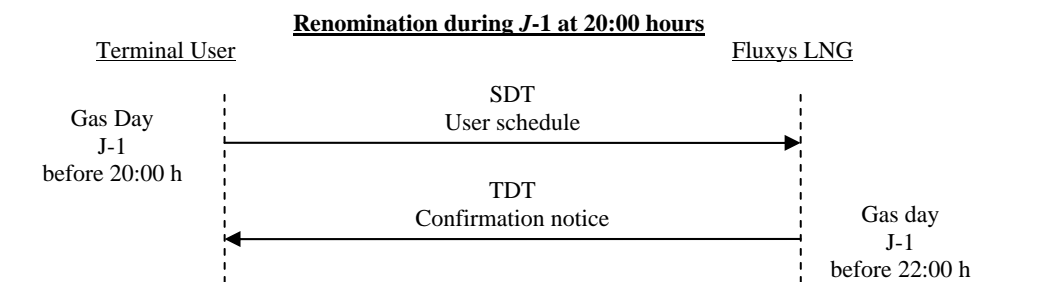
2.3.1.2. Phase 2: Gas Day J-1 at 16:00 hours



After receiving the daily Matching Notice, the Terminal User shall have the option of issuing revised hourly nominations for the next Gas Day J. Where this is the case, Fluxys LNG shall undertake a new capacity and matching check, in accordance with section 2.5 (also if the only nomination is the one, which has been issued during the course of Phase 2).

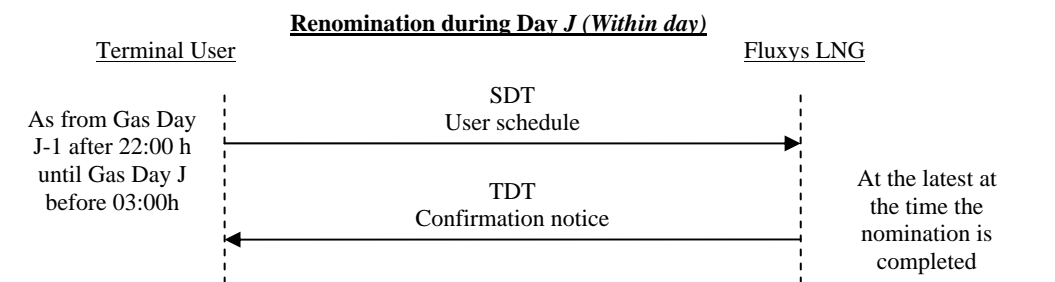
Whether or not renominations may have been issued during the course of Phase 2, the initial nomination procedure shall be completed upon Fluxys LNG's confirmation to the Terminal User of the hourly quantities, which shall be supplied to the Redelivery Point.

2.3.2. Renominations during Gas Day J-1



Renominations implemented during Gas Day J-1 are optional. They are only used in case of a change made to the initial nomination. Each renomination is the subject of a capacity and matching check, in accordance with section 2.5, and finishes with confirmation by Fluxys LNG to the Terminal User of the hourly quantities, which shall be supplied at the Redelivery Point.

2.3.3. Renominations during Gas Day J (Within-day)



Thanks to an on-going process of revision, the Terminal User may adapt its nominations during the Gas Day J. These optional renominations are only used in the event of a change made to the initial nomination. Each renomination is the subject of a capacity and matching check, in accordance with section 2.5, and finishes with confirmation by Fluxys LNG to the Terminal User of the hourly quantities, which shall be supplied at the Redelivery Point.

2.3.4. Daily nomination notice of the Terminal User (SDT notice)

Subject:

The Terminal User shall issue a notice to notify Fluxys LNG of the hourly quantities of natural Gas to be withdrawn / injected at the Redelivery Point.

Initial nomination notification procedure:

Each Gas Day J-1, no later than before 14:00 hours, the Terminal User shall send its initial nomination for the next Gas Day J, using a structured SDT notice based on the EDIG@S standard (NOMINT).

After 14:00 hours, in case of revising its daily nomination schedule, the Terminal User shall send its revised nomination for the next Gas Day J, using a revised SDT notice, no later than before 16:00 hours.

Only the last SDT notice received by Fluxys LNG before 14:00 hours on Gas Day J-1 (or before 16:00 hours in case of revised nomination) shall be considered as being the applicable Send Out/injection nomination.

Notification procedure for renomination(s) during Gas Day J-1:

The Terminal User will be able to revise its daily nomination schedule on two occasions, by sending its renomination for the next Gas Day J using a revised SDT notice no later than before 20:00 hours on Gas Day J-1, accordingly.

Only the last SDT notice received by Fluxys LNG before 20:00 and/or before 00:00 hours on Gas Day J-1 shall be considered as being the applicable Send Out/injection nomination.

Notification procedure for renomination(s) during Gas Day J (Within-Day):

In case of revision of its daily nomination schedule occurring after Gas Day J-1 up to 04:00 hours, the Terminal User shall send its renominations for the Gas Day J in question, using revised SDT notices and by intervening between 04:00 hours on Gas Day J-1 and no later than before 03:00 hours on Gas Day J.

These renominations shall only become effective two (2) hours after the end of the hour during which they were communicated to Fluxys LNG.

Backup solution:

In the event that the Terminal User should not send any SDT, Fluxys LNG shall apply the Terminal User's weekly schedule relating to the Gas Day for which there is not a daily schedule.

In order to convert the daily quantities into hourly quantities, all you need to do is divide any daily nominated quantity by the number of hours that the Gas Day covers on the date in question, or in principle 24 hours (23 or 25 hours depending on the six-monthly changes of the clock). This procedure applies without prejudice to the Rules for checking capacity and matching.

In the event of the Terminal User not having communicated a weekly schedule, the nomination relating to the Terminal User's daily schedule shall be deemed to be zero.

2.3.5. Daily nomination notice of Fluxys LNG (TMN / TDT notice)

Subject:

Fluxys LNG shall issue a notice to notify the Terminal User of the hourly quantities of confirmed natural Gas (as well as the daily total) after applying the capacity check and the matching rule (but, where applicable, without applying the Lesser rule for issuing the TMN). This notice shall also notify the Terminal User of the lowest GCV_d announced by any other party at the Redelivery Point.

Fluxys LNG shall also issue a revised TDT notice every time that a restriction associated with the Send Out applies.

Initial nomination notification procedure:

Every Gas Day J-1, no later than before 15:00 hours, Fluxys LNG shall send to the Terminal User a daily Matching notice using a structured TMN notice based on the EDIG@S standard (NOMRES).

Every Gas Day J-1, no later than before 18:00 hours, Fluxys LNG shall send to the Terminal User its Confirmation Notice using a structured TDT notice based on the EDIG@S standard (NOMRES).

Notification procedure for renomination(s) during Gas Day J-1:

In case the Terminal User revises its daily nomination schedule for the next Gas Day J, Fluxys LNG shall send to it a revised TDT notice, intervening no later than before 22:00 hours on Gas Day J-1, depending on whether the Terminal User has sent its SDT notice by no later than by 20:00 hours on Gas Day J-1.

Notification procedure for renomination(s) during Gas Day J (Within-Day):

In case of revision(s) of the daily nomination schedule by the Terminal User, occurring after 04:00 hours on Gas Day J-1, Fluxys LNG shall send to it, for the Gas Day J in question, a revised TDT notice intervening between 04:00 hours on Gas Day J-1 and no later than before 03:00 hours on Gas Day J.

2.4. Capacity check

Fluxys LNG shall ensure that the nominations reported by the Terminal User do not exceed its capacities that have been subscribed to.

1. If the net daily quantity associated with one of the Gas Days in the weekly or daily nomination schedule of the Terminal User exceeds its Send Out capacity for the Gas Day in question, taking into account pooling of the Send Out capacity, Fluxys LNG shall limit nominations to the capacities that have been subscribed to.
2. If the injection nominations exceed the Send Out nominations, the injection nominations shall be reduced pro rata.

If the Send Out nominations exceed the minimum flow but the difference between the Send Out nominations and the injection nominations, although greater than zero, is nonetheless less than the minimum flow, the injection nominations shall be reduced such that the difference between the Send Out nominations and the injection nominations is equal to the minimum flow.

If the Send Out nominations are less than the minimum Send Out flow:

- If an operational agreement for compensation entered into with the Transporter allows, Fluxys LNG shall group flows, shall accept the Send Out nominations and, where applicable, shall refuse injection nominations.
- If an operational agreement for compensation entered into with the Transporter does not allow, then the minimum Send Out flow shall apply in accordance with section 8 of Appendix C, Fluxys LNG shall refuse the injection nominations and the Terminal User shall increase its Send Out nominations up to the minimum Send Out flow.

2.5. Matching Process

2.5.1. Matching nominations by Fluxys LNG

Upon each nomination or renomination, Fluxys LNG shall ensure that this concurs with the nomination of the other (coded) party(-ies). This correlation must at the same time relate to:

- the quantities nominated on either side of the Redelivery Point, and
- the (coded) parties, which supply and receive these quantities, respectively, upstream and downstream of the Redelivery Point.

If the two nominations on either side of the Redelivery Point are identical, matching applies. Where this is the case, Fluxys LNG shall send a TDT notice confirming the hourly quantities of nominated natural Gas (as well as the daily total).

If the two nominations on either side of the Redelivery Point are not equal, there is a mismatch.

2.5.2. Resolving a Mismatch situation (Lesser rule)

In case of a Mismatch, Fluxys LNG shall apply the so-called "Lesser rule" and shall substitute a nomination that has reached its upper limit for the nomination submitted by the Terminal User. Fluxys LNG shall apply this rule as follows:

- a) In the event that the quantities nominated on either side of the Redelivery Point are not equal, the sum of the smallest hourly quantities nominated shall be deemed to be the nomination taken into account on either side of the Redelivery Point. Fluxys LNG shall confirm to the Terminal User this nomination in a TDT notice.
- b) If the (coded) other party(-ies) do not correspond with the (coded) other party(-ies) that the Transporter has reported to Fluxys LNG in order to receive this natural Gas downstream of the LNG Terminal, the hourly quantity intended for the (coded) other party(-ies) that the Terminal User has not designated shall be zero.

APPENDIX I:
**OPERATION AND USE OF THE AUTOMATIC
 RESERVATION SYSTEM**

Drawn up at the foot of Chapter 3, section 1, articles 13, 17 and 87 of the Code of Conduct

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1 PURPOSE AND APPLICATION

1.1 Purpose

The purpose of this appendix is to outline the functions of the Automatic Reservation System (hereinafter referred to as the "ARS" or "System").

1.2 Application

Fluxys LNG provides Terminal Users with the facility to automatically reserve a selection of standard terminalling services (hereinafter referred to as "services") using an electronic platform as set out in section 4. Fluxys LNG also provides any Terminal User or potential Terminal User with the opportunity to view the available Services on the Primary and Secondary Markets using its web site (www.fluxyslmg.net) and where applicable to reserve these as set out in section 5. The list of the services offered is given in the Indicative Terminalling Programme (available on the web site).

The ARS will be provided to Terminal Users no later than 2 months following approval of the Terminalling Code by the CREG. An ARS user manual will be available on the aforementioned web site.

2 GENERAL DESCRIPTION OF THE ARS

2.1 General operation of the ARS

The ARS User can reserve certain terminalling services on line using a secure Web application. The User will be able to start to use the services that have been reserved as soon as it has subscribed to these services and as soon as Fluxys LNG has confirmed this subscription.

The User will be kept informed of any improvements and/or new functions made to the System.

2.2 Availability of the ARS

The ARS is a secure online electronic application, which will be available 24 hours a day, 7 days a week.

The User will be informed beforehand about any scheduled maintenance operations and of any interventions carried out to improve the System, and that are likely to cause it to be temporarily unavailable.

In the event of the unscheduled non-availability of the ARS, Fluxys LNG will take the necessary measures to resume availability as expeditiously as possible. Non-availability as well as the estimated duration of this will be notified to the ARS User, which can then always reserve services using a non-automated method.

Notifications will be made by fax and via a publication on the www.fluxyslmg.net web site.

3 ACCESS TO THE ARS

3.1 Registering as an ARS User

To be able to use the ARS, the Terminal User signs an *ARS Access Form* in accordance with the terms that it commits itself to, in particular, to comply with the conditions of use of the ARS. ARS User status (hereinafter referred to as "User") can be obtained by signing the *ARS Access Form*.

On the *ARS Access Form*, the User specifies the following things, in particular:

- The identity of the User's employees, which will have access to the ARS and which will be able to perform operations on it on behalf of and for the account of the User. The User defines the rights, which will be granted to each of its employees. It notifies Fluxys LNG of the amendments made to the list of authorised employees and/or made to the rights that have been granted to them. This list is reviewed annually by Fluxys LNG and by the User.
- The maximum authorised amount (in euros) per transaction as well as the total amount (in euros) of the transactions that the User/each of its employees can make using the ARS. The total amount of the transactions is calculated based upon the sum of the subscription requests in progress and the services already subscribed to by the ARS but not yet paid for. If the maximum amount of a transaction or the total amount of the transactions exceeds the maximum authorised amount, the transaction will be refused by Fluxys LNG.

3.2 Securing transactions using the ARS

A list of certificate *providers* for using a secure line in order to perform transactions using the ARS is published on the www.fluxyslmg.net web site.

The User will effectively have access to the ARS as soon as it has a valid certificate. If the valid period of the certificate has expired, or if the certificate is no longer valid for any other reason, access to the ARS will be refused.

3.3 Access codes

As soon as the User has signed an *ARS Access Form* and has a valid certificate for making transactions using the secure line, within 2 weeks it will receive the number of agreed access codes that it will use/that its employees will use to identify itself/themselves and to make transactions.

4 FUNCTIONS OF THE ARS

The ARS forms part of Fluxys LNG's Extranet application, which provides online services to Users of the ARS. This application provides access to a variety of data, information and service platforms.

The following functions will be available:

- Viewing available capacities;
- Reserving services on the Primary Market using the ARS;
- Viewing information such as scheduling Slots using the ARS;

4.1 Viewing available capacities

The ARS allows its Users to view all of the capacities available at any time. An update is made every hour.

4.2 Reserving services on the Primary Market

The ARS User can directly issue its requests for reserving services on the Primary Market electronically.

The following services can be reserved using the ARS:

- Daily Storage;
- Daily Send Out Capacity;
- Additional Send Out entitlements

The availability of these capacities is published and updated every hour and can be reserved 30 days before the start of the service but have not yet been allocated.

The day before the start of the service at 6h, the available capacities are confirmed for the following day.

The day before at 11h, the capacities allocated per service are confirmed for all services.

4.3 Viewing information about scheduling Slots

Using the ARS the User can view the specific data on its capacities and its Slot schedules, including:

- the AMS,
- the IBS,
- the RBS,
- the Berthing Schedule,
- Storage Capacity,

- Send Out Capacities
- allocation and gas in storage data,
- the Send Out gas quality specifications (Gas quality and pressure parameters relating to the Send Out).

5 PUBLICATION ON THE WEB SITE

Alongside the ARS, the web site (www.fluxysLNG.net) also enables any potential Terminal User to view the Services available on the Primary and Secondary Markets.

The following functions will be available on the web site:

- Publication of services available on the Primary Market;
- Publication of Services offered by a Terminal User or by Fluxys LNG on the Secondary Market.

These functions does not require you to be registered as an ARS User nor as a Terminal User.

The publications on the Primary and Secondary Markets are updated every working day.

The following types of Capacity can be allocated: a Slot, the additional Send Out Capacity, the additional Storage Capacity.

The following information is published:

- For Slots: the number of Slots available and for each one of them, the month during which the slot is available and, if this is already known, the reference of the HighTide marking the start of the Slot.
- For additional Storage Capacity: the quantity (in m³LNG) and the period during which it is available.
- For additional Send Out Capacity: the quantity (in MWh/h) and the period during which it is available.

The Terminal User or potential Terminal User can issue a request to reserve a Slot or Send Out or additional Storage capacity by fax. It will be sent a response evaluating its request on the next working day. The details of Fluxys LNG's or of the Terminal User offering capacity on the secondary market are available on the web site. The capacity allocation rules that are applied are set out in Appendix A.

When Fluxys LNG is notified of offers selling Services or Capacities on the secondary market by the Terminal User, Fluxys LNG publishes them on its web site (www.fluxysLNG.net) in accordance with the procedure set out in Appendix J.

6 SERVICES OFFERED BY THE ARS

The list of standard services, which can be reserved using the ARS, is published online in line with the Indicative Terminalling Programme to be used for the period in question.

**APPENDIX J:
SECONDARY MARKET
AT THE LNG TERMINAL**

(See also Chapter 9 of Appendix C)

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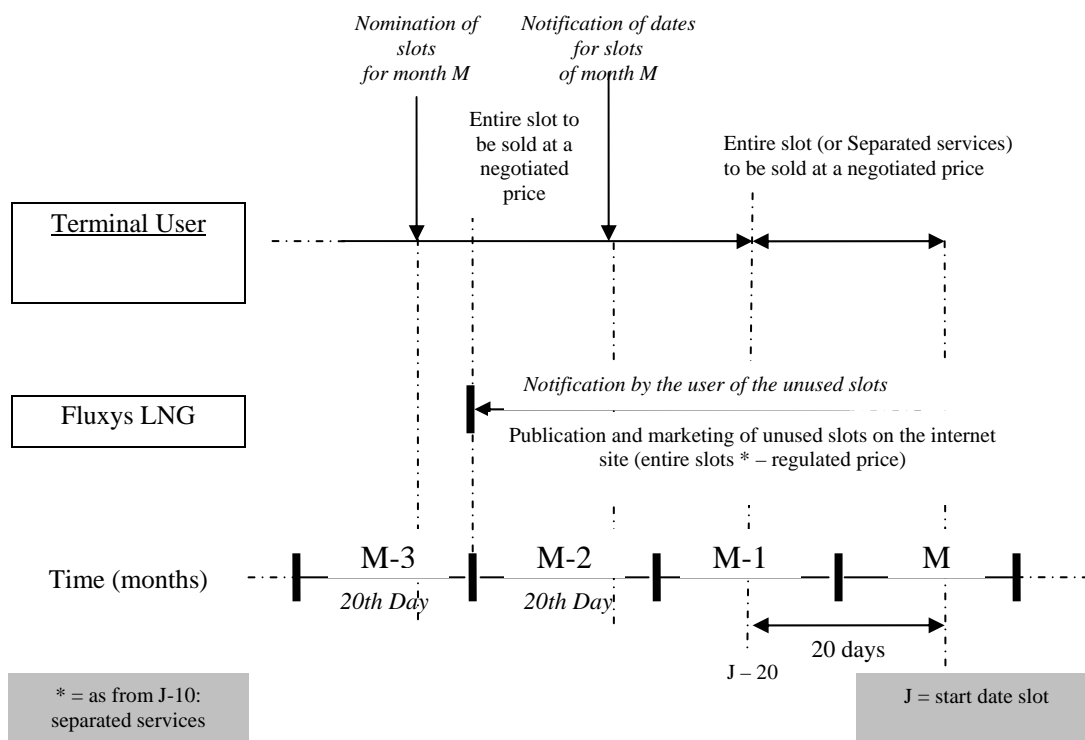
1. INTRODUCTION

The present Appendix describes the operating rules for the secondary market. As stated in the Main Conditions, the Terminal User shall offer on the Secondary market any capacity service that has been subscribed to that it is not using, temporarily or permanently.

Irrespective of the market on which the capacity has been acquired, only carriers that have successfully passed the Ship Approval Procedure (See Appendix D) are authorised to access the LNG terminal.

To be entitled to access the Fluxys LNG facilities and be taken into consideration in the capacity allocation procedure, applicants must submit an access request to Fluxys LNG.

2. COORDINATION OF THE SECONDARY MARKET



The secondary market for the services of the LNG Terminal operates as follows:

- i. More than 20 days before the start date for the Slot, the Terminal User can only sell full Slots on the secondary market (Slots that are not broken down into their constituent Services).

With effect from the twentieth day before the start of the Slot, the Terminal User is authorised to sell the services of a given Slot separately.

- ii. Before the twentieth Day of the Month M-3, the Terminal User schedules the number of Slots for Month M.

Before the twentieth Day of Month M-2, the Terminal User schedules the dates of the Slots.

- iii. Before the first Day of month M-2 at the latest, the Terminal User is obliged to notify Fluxys LNG of the Slots that it does not intend to use. Through this notification, the Terminal User authorises Fluxys LNG to sell the capacity for the unused slot, on behalf of this Terminal User.
- iv. Fluxys LNG sells the Slots that it has been notified of in accordance with point (iii). These Slots shall be published on the Fluxys LNG web site and shall be sold at the regulated tariff as full Slots (not broken down into different services) up to the tenth Day before the start date for the Slot. They shall be allocated based upon the principle of "*First Committed / First Served*".

Ten (10) days before the start date for the slot, the capacities of the aforementioned Slot shall be sold separately by Fluxys LNG at the regulated tariff. Fluxys LNG immediately informs the Terminal User as soon as the sale of its Slot or of the capacity in its Slot has been completed, and shall update its web site.

- v. Subject to points (iii) and (iv) of the present article and subject to Article 46 paragraph 3 of the Code of Conduct, the Terminal User reserves the right to sell its Slots at a negotiated price on the secondary market as well as the component services broken down from its Slots with effect from the twentieth Day prior to the start date for the Slot - cf. point (ii)).

If the Terminal User has sold a Slot (or the capacities for its Slot) as notified in accordance with point (iii) of the present article, it shall immediately inform Fluxys LNG of this, which shall halt the sale of this Slot (or of the capacities for this Slot) and shall update its web site.

If the Terminal User has sold the capacities of a Slot separately, the residual unsold Capacity ten Days before the start date for the Slot shall also be sold by Fluxys LNG in accordance with point (iv).

- vi. In accordance with point (ii) of the present article, Fluxys LNG shall account for each Slot scheduled but unused by the Terminal User in the Register of unused capacities for the LNG Terminal. Nonetheless, Fluxys LNG shall only proceed to register this information provided that the Slot is not the subject of any notification in accordance with point (iii) of the present section.

APPENDIX K

OPERATING PROCEDURES FOR MEASUREMENT AND TESTING

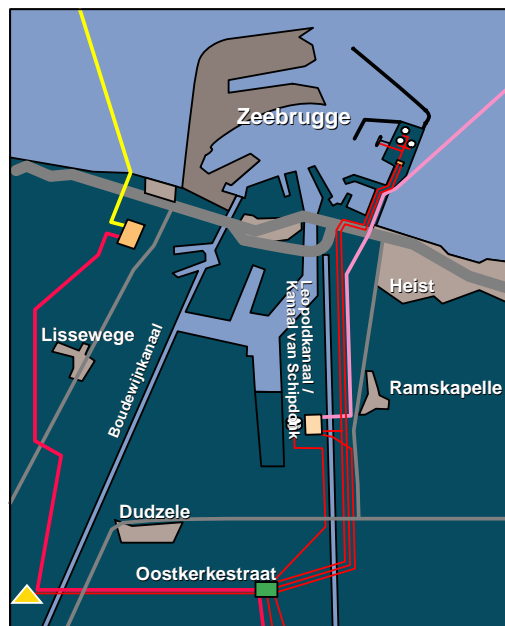


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1. GENERAL DESCRIPTION

1.1 Definitions and units

The definitions and units are in accordance with those defined in the Terminalling Code.

Specifically:

Units:

Volume:	m ³
Flow rate:	m ³ /h
Energy:	Joule or Wh and its multiples kJ, MJ and GJ ; kWh, MWh and GWh
Pressure:	bar
Temperature:	K or °C
Normal Density:	kg/m ³ (n)
Gross calorific value:	kJ/m ³ (n)
Wobbe Index:	kJ/m ³ (n)
Reference volume:	m ³ (n)
Reference flow rate:	m ³ (n)/h
Energy flow rate:	GJ/h

Reference conditions: Normal

Temperature:	273.15 K or 0 °C
Pressure:	1.01325 bar

1.2 Quality assurance

The quality assurance of each instrument is intended to detect any failure of the instrument and to trigger corrective action. This quality assurance check is achieved by the on-line control completed by the software, the off-line comparisons and the checking procedures for each instrument.

1.3 Principle of metering

Quantities measured by the system: actual volume flow rate, normal flow rate, calorific flow rate and the hourly and daily totals of actual volume, normal volume and energy for the complete station.

The gas quality parameters determined by the system are as follows: gross calorific value, reference density, mole fractions of components in the gas, actual and normalized compressibility factor, CO₂ and Wobbe index.

The main characteristics of the metering system are:

- Measurement of the actual volume flow rate using turbine meters as the primary device.
- Pressure and temperature transmitters for measuring the actual thermodynamic conditions.
- Conversion of the actual flow to the reference conditions using the actual composition of the gas.
- Each turbine meter equipped with temperature sensor and line pressure transmitter.
- Gas properties determined by on-line gas chromatographs. The analysed gas components are: saturated hydrocarbons from methane to pentane, carbon dioxide and nitrogen (main components).
- Energy calculated by multiplying the gross calorific value calculated from the composition of the gas by the gas flow at reference conditions.

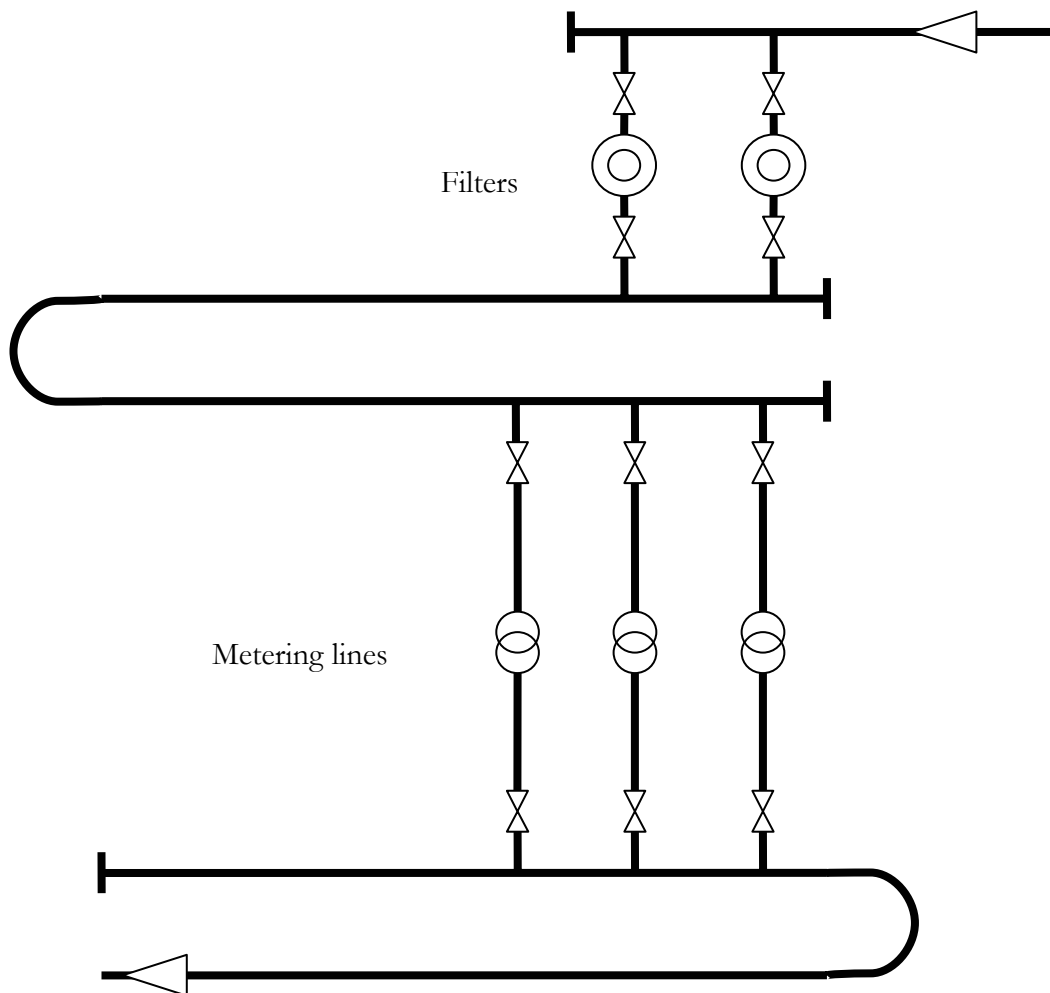
- Normal density, Wobbe factor and compressibility factor as determined from the composition of the gas.
- Data acquisition and calculations performed by one central computing system:

The metering station is equipped with two chromatographs. These chromatographs communicate their results to all central computing systems.

In the event of a serious fault, the quantity of natural gas shall be determined, in agreement with the parties, on the basis of the best data available.

1.4 General layout

The general layout is set out below



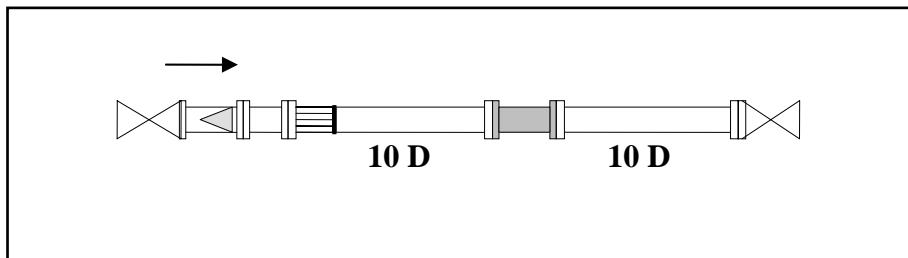
1.4.1 Central filtering

The gas is filtered by a group of filters to protect the turbines from the attack of hard dusts.

1.4.2 Design of the metering lines:

Distance D is the internal diameter of the metering pipe.

From upstream to downstream:



- Underground inlet feeder.
- 90 degree elbow
- Upstream valve
- 4D straight length including a conic filter
- 3D body to extract the conic filter
- 10D upstream straight tube including the flow straightener at the inlet side of the tube. Type of flow straightener: "bundle straightener" in accordance with the standard ISO 5167
- Downstream valve
- 90 degree elbow
- Underground outlet header.

The metering lines are thermally insulated over the full length between the inlet and outlet valves, excluding the valves.

1.5 Measurement of volume flow at line conditions:

- Four blade detectors generating a high-frequency signal (two on the turbine wheel and two on the reference wheel).
- Two low-frequency generators in the totaliser of the meter.
- Two thermowells in the meter itself, one for temperature measurement and one for checking (present during all the calibrations and checks).

The volume of gas flowing through the meter is proportional to the rotating speed of the turbine wheel. At each blade passage, the detector produces a pulse, which represents a certain quantity of gas.

This quantity is specific for each meter and is determined during calibration. The frequency of the signal is proportional to the flow. It is the "high-frequency" or "HF" signal. Since the deviation of the meter is a function of the Reynolds number, the quantity of gas represented by one HF pulse is dynamically adapted by the metering computer to force the error to be as close to zero as possible.

The mechanical totaliser is linked to the turbine wheel and generates a second pulse signal: the low-frequency signal or "LF" (max 1 Hz).

Each LF pulse corresponds to a rounded volume of gas.

This quantum is corrected by the metering computer to take into account the calibration curve of the meter in the same way as for the HF signal.

The totaliser also indicates the metered volume of gas by the means of a multiple digit mechanical display not compensated for the real error curve of the meter.

Assuming there is no failure on the meter, the quantities provided by the LF and HF signals must be absolutely identical (permitted tolerance: quantity equivalent to one LF pulse). The system computer checks this tolerance.

1.6 Conversion of volumes to reference conditions:

If by definition:
$$K = \frac{Z}{Z_n}$$

According to the law of gases:

$$V_n m^3(n) / h = V_a m^3 / h \frac{PT_n 1}{P_n T K}$$

Where:

- V_n is the volume at base conditions (P_n, T_n)
- V_a is the volume under the thermodynamic conditions of the meter
- P is the absolute pressure in the meter measured at point "pr"
- P_n = 1.01325 bar
- T is the temperature in the meter expressed in K
- T_n = 273.15 K
- Z is the compressibility factor at (P, T)
- Z_n is the compressibility factor at (P_n, T_n)

The "K" value is easily computed from the "K_{ref}" value, when the composition of the gas is known. This method called "Z or K transfer" is explained in detail in section 3.2.

1.7 Determining energy:

$$E = V_n \times GCV$$

Where:

- V_n is the volume under normal conditions
- GCV is the gross calorific value

The gross calorific value is calculated at 25°C from the gas composition determined by on-line gas chromatographs in accordance with the provisions set out in the ISO 6976-1995 standard.

2 METERING ACCURACY

2.1 Summary:

In general:

On volume:	0.3 %
On energy:	0.33 %

Detail per component:

Turbine meter:	0.22 % (including the "site" effect)
Pressure transducer:	0.1 %
Temperature sensors:	0.04 %
A/D converters:	0.01 %
Resistance shunts:	0.005 %
K transfer method:	0.025 %
Computer:	0.001 % (mantissa of floating point binary structure in 23 bits)
Chromatograph:	0.15 % (on the GCV)
or	0.18 % (on the K, including the calculations according to the GERG formula the AGA formula and the K transfer method)

2.2 Primary devices:

The real accuracy of a turbine meter in a metering field depends on several parameters. The main ones are:

- The accuracy of the flow standard used for the calibration.
- The repeatability of the turbine meter itself in a stable environment.
- The pressure, the temperature and the flow profile effects on the calibration curve and consecutive differences between the on site and the calibration environment.
- The quality of the adjustment function for the individual calibration points.
- The mechanical disturbances

In order to minimise these effects, every precaution is taken:

- The meter and its 10D upstream piping including the flow straightener is considered as being a fixed package. The meter will be calibrated under pressure and temperature conditions close to the on site conditions of the gas to be measured.

Since the flow straightener isolates the meter from the specific flow profile and from possible swirl effect, the environment of the meter during calibration and on site will be virtually identical.

- The calibration curve in the range 25 -100 % of the flow must be as flat as possible (within a band of max 0.3% wide) and the number of individual metering points will be sufficient to achieve a valid adjustment of the error curve. A polynomial function of the 3rd order is used.
- The calibration facility performs the calibration at high pressure. This facility claims an accuracy of 0.2 %.

Based on the manufacturer's specifications and up-to-date experiences, namely the comparative analysis work led by the GERG, the repeatability of the meters is greater than 0.1 % within a confidence level of 95 %.

The total resulting error is composed of the calibration error, the repeatability error, the adjustment error and a small "site inaccuracy". According to estimates, the magnitude of the total error may not exceed 0.1 %.

Due to the statistical independence of the sources, the total estimated inaccuracy is:

$$e = \sqrt{0,2^2 + 0,1^2} = 0,22\%$$

2.3 Conversion factor:

The conversion factor is expressed as being:

$$\frac{pTn1}{PnTK}$$

$$e = \sqrt{0,1^2 + 0,04^2 + 0,18^2} = 0,21\%$$

2.4 Calorific value

The calorific value of a gas depends on its composition. This should be determined using a gas chromatograph in accordance with the provisions set out in the ISO 6976-1995 standard.

The calibration gases are responsible for the main part of the inaccuracy.

From experience, the inaccuracy in calculating the calorific value can be estimated as being **0.15 %**.

2.5 Resulting accuracy on the measured volumes and energy data

The errors on the volumes measured by the turbine meters, on the conversion factor and on the calorific value being statistically independent:

General inaccuracy in volume: $e = \sqrt{0,22^2 + 0,21^2} = 0,3\%$

Inaccuracy in energy: $e = \sqrt{0,3^2 + 0,15^2} = 0,33\%$

3 PROCEDURES FOR CALIBRATION AND CHECKING:

3.1 Introduction

The metering techniques have been selected to ensure that the metering equipment will perform within the defined tolerances over several years without any need for recalibration. The metering system is also designed in such a way that almost any malfunction or drift likely to affect a metering device will be detected immediately by real time checking. This is achieved by a centralized approach towards data acquisition and system computing power. The detailed automatic procedures managed by the software and the consequence on the measuring process (alarms, substitution values etc.) are touched on in chapter 5. This level of checking is referred to as "**level 1**", a manual check on site is referred to as "**level 2**" and the calibration on site and in the laboratory is referred to as "**level 3**".

A distinction must be made between calibration (adjustment) and checking (verification):

- The significance of calibration is that metering equipment is physically adjusted or that the coefficients of the transfer function are adapted to adhere to the calibration values as closely as possible.
- The aim of checking is to verify that a metering device works within its defined tolerances by comparing single or several measurements with the corresponding reference values (automatically or manually) or by carrying out a correlative comparison of several similar measurements provided by independent metering devices. The reason for the distinction between checking and calibration is that for some devices, such as the Z-meters, an accurate check is easy to make on site, whereas a full calibration is only made in a laboratory environment and can take several days.

3.2 General rules

Fluxys shall undertake to directly or indirectly maintain and operate all measurement and testing equipment. This equipment will be subject to the applicable laws and regulations in force and relevant to natural gas measurement and testing equipment.

The level 1 checks shall be made continuously by software. No measurement will be taken into account if it has not been fully validated through the automatic test procedure described for each device in chapter 5.

The level 2 "manual check" shall be completed at regular intervals as agreed upon between the parties concerned or systematically in case of permanent drifts detected by a level 1 check.

The proposed frequencies for conducting level 2 checking are based on the stability of each metering device, backed up by experience. However, in case of any doubt, the parties shall be entitled to require manual tests to be completed no more frequently than once a month.

The equipment used for checking shall be calibrated and certified by a laboratory able to guarantee compliance with international or national standards. Valid certificates shall always be available for this equipment.

The pure gases should be certified by the manufacturer or proven to be of the claimed purity by analysis of the content of the impurities. The current thermodynamic properties will be taken from ISO 6976-1995.

The Z factor tables or the method for calculating the Z factor values for gases shall be based on reference values resulting from the work carried out by GRI and GERG or AGA.

Fluxys LNG shall provide reasonable notice to enable concerned parties to witness the procedures and to observe the operation of the measuring and testing facilities.

Calibration form sheets have to be arranged so that errors before and after any adjustment are immediately evident.

In case the measurements are within the permitted tolerances, the corresponding device will normally not be recalibrated except if the previous check shows that the discrepancies are systematic and are frequently close to the tolerance limits.

3.3 Tables of tolerance and frequencies

INSTRUMENTS	Level 1 check		Level 2 check		Level 3 check	
	Tolerance	Frequency	Tolerance	Frequency	Tolerance	Frequency
Turbine meter					0,20%	Three years
G Chromatograph	0,25%	C	0,15%	Three months	0,15 (1)%	Six months
P transmitter	0,20%	C	0,15%	Six months	0,10%	Commissioning
Pt 100 sensors T transmitters	0,3 °C	C	0,3 °C	Six months	0,04%	
Multimeters A/D	0,01%	C				

C = continuously by software (in real time)

% = accuracy of the reading value within the working range

(1): of the gross calorific value

3.4 Turbine meters

3.4.1 Standard

Calibration will take place in an internationally recognized metrological calibration site designated by Fluxys at its sole discretion.

3.4.2 Inaccuracy

0.20 %

4.4.3 Primary calibration:

Each new meter and metering device is individually calibrated at atmospheric pressure, at 8 bar and at a pressure near on site conditions.

- Six flow rates at 100, 70, 40, 25, 10 and 5% of the range of the meter in question are tested at atmospheric pressure.

- Six flow rates at 100, 70, 40, 25, 10 and 5% of the range of the meter in question are tested at 8 bar.

- Eight flow rates at 100, 85, 70, 55, 40, 25, 10, and 5% of the range of the meter in question are tested at 60 bar.

The maximum permissible drift of the calibration curve for the metering device in question increases to 0.3% at a pressure from 8 to 60 barg and for a flow rate at and above 25% of the nominal range of the meter in question. The maximum allowable drift of the calibration curve for the metering device in question increases to 0.5 % at a pressure ranging from atmospheric pressure to 60 barg for a flow rate equal to or greater than 25%

of the nominal range of the meter in question. All of the calibration points at 60 bar and between 25 and 100 % of the nominal range of the meter shall be situated within a band of up to a maximum of 0.3%.

Completed at atmospheric pressure, at 8 bar and 60 bar, the primary calibrations are made by a calibration facility (N.M.I. – P.T.B. – Alphen aan de Rijn), designated by Fluxys LNG at its sole discretion.

The value associated with the quantity of the gas represented by one LF pulse and the number of HF pulses corresponding to 1 m³ is given on the official certificate from the calibration facility.

The input value for the central metering computer is the HF frequency at 100 % of the range of the meter. It will be calculated using the following formula:

$$f = R \cdot p / 3600$$

Where: R is the nominal range of the meter.

p is equal to the number of HF pulses for 1 m³.

The correction function will be calculated by adjusting the correcting factors, applied on 9 calibration points, to force the resulting error to zero.

- 2 points given at 10 and 25 % of Q_{max}. From the 8 bar calibration, converted from Reynolds number to flow at 60 bar (± 2 and 4 %). The maximum permissible drift between the 8 bar and 60 bar calibration in the overlapping zone is 0.5 %.

- 7 points given at 10, 25, 40, 55, 70, 85 and 100 % of Q_{max} from the 60 bar calibration.

A polynomial function of the 3rd order will be determined by the least squared method.

As f(Q) is the value of this polynomial at flow "Q", the correct flow will be:

$$Q_c = Q \cdot f(Q)$$

The four coefficients a, b, c, d defining the polynomial will be put into the metering computer. The hourly and daily reports printed out on the log book will include for each metering line the actual volumes and the corrected volumes in order to evaluate the mean level of the correction.

3.4.4 Automatic check (level 1)

The software allows a systematic and sophisticated on-line checking of the turbine meters:

- The presence of all the blades is guaranteed by the on-line comparison between HF and LF pulses.
- The previous test also ensures the correct operation of the mechanical totaliser.
- The calculation of flow ratio

3.4.5 Off-line checking:

The flow ratio (= Q line / Q tot) are listed on a daily basis. Graphs completed on a monthly basis, make it possible to detect any drift in a turbine meter. In case a drift is detected, a detailed analysis will be started and if necessary, the suspected turbine meter will be replaced.

3.4.6 Recalibration

A primary recalibration will be made after **3 years**.

After the calibration, a new error curve will be determined and entered into the metering computer even if all the new calibration points were within the tolerance of 0.3 %

3.5 Pressure transmitters

3.5.1 Primary calibration

Primary calibration of each transmitter is completed in the central laboratory using a Rosemount barometer and a Desgranges & Huot automatic reference pressure generator. The electrical signal is converted into a digital signal using a HP3458 multimeter to a basic accuracy of 0.0025 %.

Random pressures of between 40 and 90 barg are generated in increments of 2.5 bar. For each pressure, the system records the voltage supplied by the transducer and measured at the terminals with a parallel resistor to an accuracy of 0.005%. The voltage is expressed on a graduated scale from 0 to 100,000 points. Calibration consists of defining a polynomial curve of the second order with the "pressure, points" pairs:

$$p = a + b v + c v^2$$

a, b and c represent the calibration coefficients for the transmitter; these coefficients are entered into the computer.

3.5.2 Primary calibration standard

Dead weight scale:

Desgranges & Huot, group S2, type 50.000-II.

Maximum inaccuracy: 0.005 %.

Barometer:

Rosemount type 1201 F1.

Maximum inaccuracy: 0.05 %.

3.5.3 Inaccuracy

0.1 % of the value displayed between 40 and 90 barg.

3.5.4 Calibration card sample

Appendix A shows a sample of the calibration card.

3.5.5 Automatic check (level 1)

Before a reading is taken into consideration during the metering process, a series of rigorous tests must be undertaken to detect and rule out suspect values. The software part of the present document outlines a description of these tests.

Due to the symmetry of the metering lines, the pressure measured at point pr at each of the turbine meters within the same system must be identical whilst allowing a tolerance of 0.2%.

As a result, comparing all of the on-line measurements to detect any drift or fault in a piece of equipment is an attractive idea.

In the event of any divergence between one or several pressure transducers and the "majority" of the other transducers, an alarm state is loaded and the suspect values are ruled out. The alarm type as well as the number of the alarms generated per hour and per day are printed in the log book. (as set out in the Procedures manual in Chapter 18.2 Line pressure)

3.5.6 Manual check on site (level 2)

The following three pressures will be generated:

- Minimum contractual pressure (1)
- Maximum permissible pressure (2)
- $\frac{(1) + (2)}{2}$ bar

Exception to the general rule governing the absence of any adjustment of the metering device in question if the permitted tolerance is observed during operation, any drift from zero (the most frequent effect on equipment of this type) will be eliminated by adapting the calibration polynomial "a" factor for the transmitter.

If after resetting zero, the transmitter fails to observe the conformity threshold, you will need to replace it with a backup transmitter and send it to the laboratory for recalibration.

3.5.7 On site calibration standard

Manometric scale:

Desgranges & Huot type DPG 5, with an inaccuracy of 0.01%

Precision barometer:

Desgranges & Huot type DPG 5, with an inaccuracy of 0.005 %

3.5.8 Frequency of the manual checks

The pressure transmitters are all subject to an annual check (they are not tested at the same time, but at regular intervals; for example, at a station equipped with six pressure transmitters, this equipment will be tested at the rate of one transmitter every two months). Each line is checked every six months.

If there is continuous on-line comparison, then it is not critical to test all of the pressure transmitters at the same time. In case of any abnormal divergence between the average hourly values for the equipment being operated, the suspect transmitters will be subject to an individual check.

3.6 Temperature sensors

Resistance-type Pt 100 four-threaded sensor.

3.6.1 Standard

A Leeds & Northrop 25 reference resistor Ω calibrated by the NMI (Nederlands Meetinstituut) and associated with the use of a Wheatstone 10^{-6} measuring bridge. Accuracy: greater than 0.01°C .

Temperatures shall be calculated taking the ITS-90 recommendations into account.

3.6.2 Inaccuracy

0.1°C (0.04 %) of the value displayed within a range of between 0 and 30°C .

3.6.3 Primary calibration

To calculate the temperature being measured from resistance R that is being measured, all you need do is use the following formula:

$$T = (R - R_0) / 0.390$$

Primary calibration consists of determining the resistance R_0 (resistance value at 0°C) of each element submerged in a bath of iced water the characteristics of which are standardised. The temperature/resistance ratio is based upon the linear regression between $(R - R_0)$ and T given in table 1 of the EN 60,751 :1995 standard, which is graduated from 0° to 15°C.

3.6.4 Calibration card sample

Appendix B shows a sample of the calibration card.

3.6.5 Automatic check (level 1)

Before a reading is taken into consideration during the metering process, a series of rigorous tests must be undertaken to detect and rule out suspect values. The software part of the present document outlines a description of these tests.

Due to the symmetry of the metering lines and due to their excellent thermal insulation, the temperatures measured within each one of the turbine meters must be identical whilst allowing a tolerance of 0.3°C.

As a result, comparing all of the on-line measurements to detect any drift or fault in a piece of equipment is an attractive idea.

In the event of any divergence between one or several temperature transmitters and the "majority" of the other transmitters, an alarm state is loaded and the suspect values are ruled out. The alarm type as well as the number of the alarms generated per hour and per day are printed in the log book.

3.6.6 Manual check on site (level 2)

In principle, the characteristics of the Pt 100 plate sensors are extremely stable. Due to their stability and the systematic use of paired elements, it is not critical to frequently carry out level 2 checks. In case of doubt, the displayed value can be compared with the measured value using a reference thermometer fitted independently on the same metering line.

3.6.7 Frequency of the manual checks

These instruments are all subject to an annual check (they are not tested at the same time, but at regular intervals; for example, at a station equipped with six temperature transmitters, this equipment will be tested at the rate of one transmitter every two months).

3.7 Chromatographs

3.7.1 Standard

The reference gas is a calibrated gas and prepared by gravimetric analysis the composition of which is known, traceable and certified.

3.7.2 Inaccuracy

0.15 % of the gross calorific value based on the ISO 6976-1995 standard, the reference density under base conditions based on the ISO 6976-1995 standard and 0.18 % of the Z/Z_n factor in accordance with the GERG or AGA8 method based on a full analysis of its composition.

3.7.3 Automatic check (level 1)

Every time that the chromatograph produces an analysis, the metering computer performs a series of tests to validate this analysis. Calculated from analyses of the same gas originating from all of the chromatographs, the GCV, reference density and factor Z values are also the subject of a comparative analysis to highlight any abnormal divergences. In this case, the number of devices (2) allows you to identify the faulty instrument.

If the difference between the value of one GCV measured by a gas chromatograph and the GCV measured by the other gas chromatograph is greater than the tolerance, then the GCV measured by the first gas chromatograph is rejected. If this rejection is due to variable composition of the gas, the rejected analysis is likely to be used.

3.7.4 Manual check on site (level 2)

This manual check requires the use of a secondary reference gas whose composition is known. This gas consists of a sample of grid gas taken and bottled at the metering station. After being bottled, the composition of the gas is determined by a certified laboratory. The check in question consists of performing five consecutive analyses of the secondary reference mix using the chromatograph being studied. If the difference between the reference density and the GCV measured by the chromatograph and the values calculated from the composition of the secondary reference mix exceeds 0.15%, the chromatograph must be checked.

3.7.5 Frequency of the manual checks

Selected alternately, the two chromatographs are the subject of a six-monthly check performed every three months.

3.8 A/D converters

Two A/D converters are installed on each of the metering computers.

3.8.1 Standards

In order to calibrate and test the A/D converters (digital multimeters), a calibrated reference power source that comply with the national or international standards in force will be required.

3.8.2 Inaccuracy

8 millionths of the value displayed + 1 millionth of the metering range when performing the measurements within the range 1 V.

12 millionths of the value displayed + 5 millionth of the metering range when performing the measurements within the range 100 Ω .

The parallel resistors used to convert the current into voltage add 50 millionths to the voltages measured.

3.8.3 Automatic check (level 1)

The A/D converters perform voltage and resistance measurements. A high-quality multiplexer performs an analysis of the various sources of signals originating from the transmitters. The maximum thermal phase displacement specified for the relays increases to 5 μV . Two reference voltages and one reference resistance will be added to the other sources being measured in order to check the actual accuracy of the A/D converters in real time. If the tolerance is not observed, the A/D converter in question will be replaced by a backup device and will be returned to the manufacturer for repair and/or recalibration.

3.8.4 On site check (level 2)

Due to the real time checking technique of the A/D converters, any level 2 on site check is superfluous.

3.8.5 Primary calibration

The multimeters or A/D converters are the subject of a main calibration performed by the manufacturer using standard measures that comply with national or NIST standards.

3.8.6 Recalibration

In case of any abnormal drift detected during an in line check or following a repair, the manufacturer will have to recalibrate the A/D converter in question using the same procedures as those used during primary calibration.

4. REFERENCES

ISO CD 15970: 1997 : Natural gas – Measuring the properties - Part 1: Volumetric properties: density, pressure, temperature and compression factor

ISO/DIS 14111: 1994 : Guidelines for traceability in analysis

ISO/FDIS 6974: 1997 : Natural gas: Determination of composition with defined uncertainty by gas chromatography – Part 1: Guidelines for custom analysis

ISO 6326: 1997 : Natural gas – Determination of sulfur compounds - Part 2: Gas chromatographic method using an electrochemical detector for determining odoriferous sulphur compounds

ISO 6976: 1995 : Natural gas – Calculation of calorific value, density, relative density and Wobbe Index from composition

ISO 9951: 1993 : Measurement of gas flow in closed conduits – Turbine meters

EN 60751: 1995 : Industrial Platinum Resistance Thermometer Sensors

PrEN 12261: Turbine gas meters

ISO 10715: 1997 : Natural gas – Sampling guidelines

ISO 6143: 1981 : Gas analysis - Determination of composition of calibration gas – Comparison methods

ISO 12213: 1997 : Calculation of compression factor. (GERG '88 and AGA 8 – '92)

Any change made to a more recent edition of any of the standards referred to will be implemented as soon as its application is reasonably possible.

APPENDIX L:

TRUCK LOADING OPERATING RULES

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1. TRUCK LOADING SCHEDULING

1.1. General

Throughout the Contract period, the Terminal User will be entitled to schedule truck loading. Fluxys LNG will validate these schedules, or shall refuse them if they do not comply with the conditions set out in the present Appendix.

All scheduling submitted by the Terminal User will have to specify:

- the Gas Day for loading as well as the planned timetable;
- the identity of the Terminal User;
- the daily quantity (expressed in units of energy) to be loaded by truck;
- the number of trucks per Gas Day.

1.2. Seasonal schedule

Any Terminal User that wishes to use the facilities for loading trucks must submit a truck loading schedule to Fluxys LNG, no later than the Start Day of the injection season at the Peak Shaving Storage (or no later than a week after the Effective date of the Terminalling Contract if this date is later) and should do this, whatever the destination is that it reserves for its trucks. Fluxys LNG will be able to organise the seasonal truck loading schedule by working on the basis of the seasonal schedules of all Terminal Users.

Before the fifteenth Day of each month, the Terminal User will send an updated seasonal schedule covering the six months that follow. If no updated seasonal schedule is received, the previous seasonal schedule will be considered as being the Terminal User's seasonal schedule.

1.3. Weekly schedule

Every Friday before 11h00, the Terminal User will issue a weekly schedule (using structured SWT notices based on the EDIGAS standard in accordance with the description set out in Appendix H) relating to the week, which starts the following Monday at 06h00 and finishes the Monday after at 06h00 (daily quantity for each Gas Day of the week).

If the value of one of the Gas Days in the weekly schedules exceeds the daily truck loading rights that have been recorded, the weekly schedule will be refused.

After Friday 11h00, the amendments to the weekly schedule at the Terminal must be made using the daily schedule.

1.4. Daily schedule

Every day before 14h00, the Terminal User will issue a daily schedule (using structured SDT notices based on the EDIGAS standard in accordance with the description set out in Appendix H) and relating to the following Day, which starts at 06h00 and finishes the following day at 06h00 (daily quantity for the next Gas Day).

If the value of one of the daily schedule exceeds the daily truck loading rights that have been recorded, the daily schedule will be refused. If the value of the daily schedules exceeds the Terminal User's volume of LNG at 06h00 on the Gas Day, the daily schedule will be refused.

If no schedule for the following day is received before 14h00, the weekly schedules shall be considered as being the initial schedules for the following day.

1.5. Confirmation of the schedules for truck loading

The Terminal User's SWT or SDT notices will be validated and confirmed by Fluxys LNG, which shall send to it by fax the following:

- The weekly schedule: before Saturday 12h00;
- The daily schedule: before 16h00, the day before the Gas Day.

1.6. Rescheduling

Rescheduled truck loading are not authorised until the day before the Gas Day for the scheduled loading(s). Where reasonably possible, Fluxys LNG shall endeavour to reschedule the loading(s) and to confirm this rescheduling within 2 hours of acceptance of the rescheduling request.

2. ALLOCATIONS

The quantity of LNG accounted for as loaded into the trucks that are to leave the LNG Terminal during a Gas Day shall match the quantity measured at the truck loading facility. The quantity allocated will be subtracted from the volume of LNG at the Terminal User's Terminal for this same Gas Day.

3. MAINTENANCE

Maintenance of the truck loading equipment will be performed making every possible effort to ensure that the seasonal and weekly schedules are not disrupted.

Fluxys LNG acting as a reasonable and prudent operator shall curtail the duration of the critical annual maintenance operations (to a maximum of three weeks). A maintenance schedule will be drawn up by Fluxys LNG at the start of the injection season in the Peak Shaving Storage facility, and will be published on Fluxys LNG's web site for the attention of all Terminal Users (whatever the destination that they reserve for their trucks), at least one Day before they have to submit their seasonal schedule in accordance with point 1.2. At least four weeks before a scheduled closure, Fluxys LNG shall inform Terminal Users of the period and of the duration for the completion of works.

APPENDIX M: LNG TRUCK APPROVAL PROCEDURE

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1. GENERAL PROVISIONS

This procedure describes the operations that any Terminal User must commit in order to obtain ratification for loading cargoes of LNG at the LNG Terminal. The trucks that are not listed in the list of "approved LNG Trucks" will not be able to load their cargo at the LNG Terminal's loading station.

This procedure is subject to the Seveso safety regulations, which are applicable at the LNG Terminal. This procedure is likely to be subject to amendments due to changes in legislation and regulations imposed by the competent national authorities.

2. LNG TRUCK APPROVAL PROCEDURE

2.1. STAGE 1 – Preliminary exchange of information

The main objective of this first stage is to collect all of the required information (documents, data, plans) in order to determine the compatibility of the LNG truck in question with the LNG Terminal's loading station.

Successful completion of the first stage requires an exchange of information between the following parties:

- a) From Fluxys LNG and the Terminal User, in accordance with stage 1.1.
- b) The Terminal User and Fluxys LNG, in accordance with stage 1.2.

2.1.1. Stage 1.1 - Information that Fluxys LNG needs to submit to the Terminal User

After receiving any request originating from a Terminal User that wishes to proceed to load trucks with LNG at the LNG Terminal's loading station, by using trucks that do not appear on the List of the LNG trucks approved by Fluxys LNG, the latter shall provide the following documents to the Terminal User in question:

1. Information (the required LNG unloading equipment and applicable safety regulations) needed to carry out a compatibility study between the prospective truck and the loading station
2. Fluxys LNG Guidelines governing the transport of LNG by truck. Fluxys LNG Guidelines, amongst other things, containing the criteria that any Terminal User must meet when loading LNG at the LNG Terminal's loading station.

2.1.2. Stage 1.2 - Information that the Terminal User must submit to Fluxys LNG

The Terminal User will have to send to Fluxys LNG all of the required information set out in the Fluxys LNG Guidelines governing the transport of LNG by truck. The completion of the interface study and the early approval of the LNG truck in question always require that this information is sent beforehand.

2.2. Stage 2 – Truck/loading station interface study and early approval of the truck

To guarantee technical and operational compatibility (compliance with the Seveso safety regulations set out in the Fluxys LNG guidelines governing the transport of LNG by truck) between the LNG truck loading equipment and the loading equipment installed at the LNG Terminal, the Terminal User and Fluxys LNG must exchange technical data as well as various operating procedures safety instructions relating to the truck / loading station interface.

This inspection must be accompanied by a thorough examination of all of the documents exchanged during the first stage of the procedure.

2.2.1. Stage 2.1 – Analysis of documents

Following the examination of the aforementioned information, Fluxys LNG shall undertake an Interface Study to establish the technical acceptability of the LNG truck's presence within the LNG Terminal. The conclusions of this Interface Study shall be communicated to the Terminal User.

In particular, the criteria that follow will be the subject of a thorough inspection as part of this Interface Study:

- physical and technical compatibility with the LNG Terminal's loading station;
- professional qualification of the LNG truck driver(s);
- technical compliance of the LNG truck and compliance with the safety standards;
- administrative requirements.

2.2.2. Stage 2.2 – Early approval of a truck

Depending on the compliance of the information communicated by the Terminal User to Fluxys LNG with the minimum criteria that the LNG truck in question must observe:

- The aforementioned LNG truck is granted early approval for its initial voyage to the LNG Terminal's loading station;
- The aforementioned LNG truck shall be granted early approval in the future, subject to its compliance with the other information sent by the Terminal User including the minimum criteria that the transportation of LNG by truck must observe;
- The presence of the aforementioned LNG truck within the LNG Terminal is not unacceptable;

2.3. Stage 3 – Safety inspections on the truck

Fluxys LNG is able to require the inspection (validation) of an LNG truck before being loaded for the first time at the LNG Terminal's loading station. This inspection,

entrusted to a Fluxys LNG-approved inspector, must be completed in accordance with the Fluxys LNG Guidelines governing the transportation of LNG by truck.

Where applicable as part of such an inspection, a list of observations and/or highlighted shortcomings shall be submitted to the driver of the LNG truck. The list of observations and/or aforementioned shortcomings shall also be communicated to the Terminal User, who shall in turn send it to the owner of the LNG truck as well as to any other interested parties. Upon acceptance of the schedule for implementing the planned corrective measures, Fluxys LNG shall make a statement about receiving the LNG truck within the LNG Terminal. Any Terminal User is able to withdraw its truck(s) of LNG from the list of pre-approved trucks.

2.4. Stage 4 – Loading test and approval of the truck

According to the outcome of the previous stages, the Terminal User's LNG truck will be approved or authorised, awaiting corrective measures, to proceed with the loading of five (5) cargoes over five consecutive weeks. This operation thereby constitutes the loading test. Fluxys LNG is entitled to reject the LNG trucks, which are not granted final approval upon expiry of the period of five (5) weeks.

2.4.1. Stage 4.1 – Loading test

Working on the assumption that the LNG truck were to be approved in accordance with stages 1, 2 and 3 of the aforementioned procedure, Fluxys LNG will authorise and proceed together with the Terminal User with five (5) loading operations over a period of five consecutive weeks. During these loading operations, the LNG truck in question will be subject to a loading test to check actual compatibility between the specified LNG truck and the LNG Terminal. These five loading tests must be carried out between 08h30 and 14h00.

2.4.2. Stage 4.2 – Conclusion of the approval procedure of the LNG truck

Depending on the results of the Unloading test, Fluxys LNG shall determine whether:

- The LNG truck has been granted the required approval without having to undergo other Loading tests.
- The LNG truck could be authorised to undertake another Loading test at a later date subject to the application of the corrective measures specified for the aforementioned truck by Fluxys LNG.
- The LNG truck will no longer be accepted at the LNG Terminal's loading station (without having previously passed the approval procedure successfully and in its entirety).

3. FOLLOW-UP OF APPROVAL OF A TRUCK

The Terminal User shall obtain, renew and retain all of the authorisations required by law (technical, operating and/or safety) and it shall comply with the conditions set out in the Fluxys LNG Guidelines governing the transport of LNG by truck. In case

of failure to obtain or renew in good time one of the authorisations required and/or failure to observe the conditions that have to be met, Fluxys LNG shall be entitled to refuse the aforementioned Terminal User's LNG truck(s) and to withdraw the approved LNG truck(s) from the List of LNG trucks approved by Fluxys LNG.

Fluxys LNG will be kept informed of any change made to the Terminal User's LNG truck for the purpose of resolving any technical, safety and/or management problems. Based on this information, where applicable, Fluxys LNG shall proceed with an evaluation of the need to subject the approved LNG truck to a new approval procedure.

Acting as reasonable and prudent operator, Fluxys LNG is able to require new technical and safety inspections at any time in order to guarantee the extended compliance of the approved LNG truck with the safety regulations and/or the operating requirements of the LNG Terminal. Subject to their prior notification and to the official consent of the Terminal User, these inspections will be able to take place at the same time as loading the aforementioned truck at Fluxys LNG's loading station or at another date and in any place.

Before and during any operation to load the aforementioned truck at the LNG Terminal's loading station, the Terminal User shall provide its support to Fluxys LNG at the appropriate time to clarify and/or resolve any urgent problem likely to present itself.

**APPENDIX N:
MAINTENANCE OF THE FACILITIES
IN THE LNG TERMINAL**

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1. FLUXYS LNG'S OBLIGATION TO ORGANISE MAINTENANCE OF THE LNG TERMINAL

In its role as a Reasonable and Prudent Operator, Fluxys LNG shall ensure that the facilities at the LNG Terminal are in good working order and that it carries out maintenance, repair and replacement works.

Subject to the provisions of this section, Fluxys LNG is entitled to shut-off all or part of the LNG Terminal, or to reduce or curtail all or part of operations within the LNG Terminal to carry out maintenance, repair or replacement works. Any such closure or curtailment of operations may have an impact on the availability of the capacities that have been subscribed to. Such maintenance, repair or replacement works must be limited in duration and instances insofar as reasonably possible in accordance with the provisions of the present Appendix.

Any reduction in subscribed Capacity Service for maintenance, repair or replacement works shall be allocated by Fluxys LNG between the Terminal Users on a fair and equitable basis to the extent possible proportionate to their respective Capacity Service for the parts of the service that are unavailable.

To the extent the Capacity Service or any part thereof is unavailable due to maintenance, repair and replacement works, the Basic Storage Duration and the Basic Send Out Capacity associated with the subscribed Capacity Service will be extended pro rata temporis. No penalty will be applied to the Terminal User if as a result of this lack of availability it transpires that its gas in storage exceeds its Storage Capacity. The Terminal User and Fluxys LNG shall then combine reasonable efforts to return the situation to normal as quickly as possible.

2. PLANNED MAINTENANCE

2.1. Long-term planned maintenance

As soon as possible and in any event no later than 15 September prior to the beginning of each Contract Year, Fluxys LNG (which shall have previously consulted the Shipper) and the Terminal Users shall consult with one another and shall make every reasonable endeavour to agree on or before 30 September prior to the beginning of each Contract Year on a program designed to co-ordinate and synchronise the anticipated maintenance, repair and replacement works to be performed at the LNG Terminal facilities with any maintenance, repair or replacement works to be carried out on the Terminal Users' LNG Ships and/or the LNG Production Facilities in order to minimise any disruptions in the ability of the Terminal Users to use their Capacity Service.

Any long-term planned maintenance scheduled during any Contract Year shall be performed during the period between the 1st April and 30th September, unless it is impossible to do so (e.g. due to the lack of availability of qualified contractors). The scheduling of any long-term planned maintenance will be binding in nature as soon

as it has been decided upon by Fluxys LNG, that the latter has or has not received the Terminal Users' approval, and will not be the subject of subsequent change.

However, if scheduling is amended, the total number of previously scheduled maintenance days and rescheduled maintenance days shall count towards the Days on which Capacity Service is unavailable during the Contract Year. Fluxys LNG shall be responsible for any impacts to Terminal Users' ability to use its Capacity Service.

2.2. Medium-term planned maintenance

Without prejudice to the above, Fluxys LNG is entitled to perform maintenance, repair and replacement works required in order to maintain the safety and integrity of the LNG Terminal facilities (in collaboration beforehand with the Shipper insofar as its grid is affected), which Fluxys LNG was unable to schedule in accordance with section 2.1 above.

Fluxys LNG shall notify Terminal Users of the schedule for medium-term planned maintenance as soon as possible but no later than one 100 Days before the date planned for the start of the works. Fluxys LNG shall make every reasonable endeavour to perform this medium-term planned maintenance between the months of April and September. Once this has been notified, the dates of these works will be mandatory and shall not be subject to subsequent change. However, if scheduling is amended, the previously scheduled maintenance days and rescheduled maintenance days shall count towards the Days on which Capacity Service is unavailable during the Contract Year. Fluxys LNG shall be responsible for any impacts to Terminal Users' ability to use its Capacity Service.

3. OTHER TYPES OF MAINTENANCE

The reduction in Capacity Service due to short-term planned maintenance or unscheduled maintenance works must be limited to that which is strictly necessary. Fluxys LNG shall inform the Terminal Users immediately of the resumption in the provision of Services that they have subscribed to.

3.1. Short-term planned maintenance

Without prejudice to sections 2.1 and 2.2 above, Fluxys LNG shall be entitled to perform maintenance, repair or replacement works, which are required to be performed promptly in order to maintain the safety and integrity of the LNG Terminal facilities (in collaboration beforehand with the Shipper insofar as its grid is affected).

Fluxys LNG shall immediately notify Terminal Users of the scheduling of short-term planned maintenance works, as well as their planned duration and their impact on the curtailment of the Capacity Service. Fluxys LNG must distribute any curtailment in the Capacity Service between Terminal Users on a fair and equitable basis. Once this has been notified, the dates of these works will be mandatory and shall not be subject to subsequent change.

However, if scheduling is amended, the total number of previously scheduled maintenance days and rescheduled maintenance days shall count towards the Days on which Capacity Service is unavailable during the Contract Year. Fluxys LNG shall be responsible for any impacts to Terminal Users' ability to use its Capacity Service.

3.2. Unscheduled maintenance

In case of an emergency, Fluxys LNG is entitled to curtail the subscribed Capacity Service insofar as Fluxys LNG immediately informs Terminal Users about the completion of unscheduled maintenance works, and about the planned duration of the curtailment in the Capacity Service. Wherever possible, Fluxys LNG must fairly distribute any curtailment in the Capacity Service between Terminal Users on a pro rata basis.

4. MAXIMUM NUMBER OF MAINTENANCE DAYS AND AMENDING CAPACITY PRICES

4.1. Maximum number of Maintenance days

Without prejudice to the following sections, the total number of Days during which the subscribed Capacity Service is curtailed in full or in part by Fluxys LNG due to the completion of long-, medium- or short-term planned maintenance or unplanned maintenance is limited to 8 Days per Contract Year.

However, every 6 Contract years, the number of Days during which the subscribed Capacity Service is curtailed can increase up to a maximum of 14 Days provided that the following 2 conditions are met:

- two Years before starting to perform the subscribed Capacity Service, Fluxys LNG has notified Terminal Users of the Contract Year during which it plans to use the 14 reduced Service Days for the first time.
- the 6 additional Days are dedicated to long-term planned maintenance.

The maintenance schedule for each Contract Year will be kept up to date and published on the Fluxys LNG web site.

The number of Days in any Contract Year during which the Capacity Services are reduced in full or in part by Fluxys LNG due to the completion of short-term planned maintenance works or unplanned maintenance shall not, in aggregate be more than 3 Days of which only 2 Days may be designated for unplanned maintenance.

The number of Days during which Capacity Services are reduced are calculated in terms of a full day equivalent. Thus for example, if the Capacity Services are fully reduced for 6 hours, it will be counted as $\frac{1}{4}$ of a Day, and if 50% of Capacity Services are reduced for 4 full Days, it will be counted as 2 Days.

5. SAFE BERTH

Fluxys LNG shall provide a safe berth at the Unloading Port. This obligation means that Fluxys LNG shall ensure that the jetty, the mooring installations and/or its unloading installations comply with the applicable laws and regulations. Notwithstanding the Terminal Users' obligations in this respect, Fluxys LNG shall request at least twice a Year from the relevant authorities (including the Port Authority) information on the depth (of the water) in the Unloading Port (including the LNG Dock and alongside the jetty) and shall provide this information, as and when it is received, to the Terminal Users. It is understood that Fluxys LNG shall not be held liable in case such information has not been obtained from the relevant authorities (other than for the reason that Fluxys LNG omitted to request such information) and that Fluxys LNG only transfers the information obtained from such relevant authorities without checking its content, completeness and/or correctness and cannot be held liable for its content, correctness and/or completeness.

Fluxys LNG shall use due diligence, upon becoming aware hereof, to notify the Terminal Users of any incident that has occurred within the LNG Dock, which may affect the permissible draft in the LNG Dock, including alongside the jetty. The Terminal Users shall be responsible for obtaining all port approvals, marine permits and other technical and operational authorisations necessary for the use of LNG Ships at the Unloading Port.