

Access Arrangement
for
Regasification Terminal Sungai Udang

PART II ACCESS ARRANGEMENT

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1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following terms used in a TERMINAL USE AGREEMENT shall have the respective meanings hereby assigned to them

AA CHANGE REQUEST	shall have the meaning set forth in AA 28.1;
ACCEPTABLE CREDIT REQUIREMENT	means in relation to a CAPACITY USER, it has an acceptable financial standing as confirmed by OPERATOR and as evidenced by its financial information including latest audited account and banker's facilities (if applicable) and any other necessary supporting documents requested by OPERATOR, as listed in the ACCESS REQUEST.
ACCESS ARRANGEMENT or AA	means this access arrangement (including the schedules hereto) adopted by OPERATOR in accordance with the processes described under the TPA CODE and APPLICABLE LAWS;
ACCESS REQUEST	means a written proposal for an AVAILABLE UTILISATION SLOT, which is submitted in accordance with AA 2.0 and is substantially in the form provided at Schedule 9;
ACCESS REQUIREMENTS	shall have the following conditions (a) the APPLICANT shall be licensed under the GAS SUPPLY ACT import gas into a regasification terminal and/ or to ship gas in Malaysia; (b) the APPLICANT has signed the TERMINAL USE AGREEMENT; and (c) where relevant, the APPLICANT has signed, or adhered in accordance with its terms to, the INTER-CAPACITY USER AGREEMENT and the INTER-CAPACITY USER AGREEMENT is effective as between the APPLICANT and the other parties to the INTER-CAPACITY USER AGREEMENT;
ADDITIONAL PARTY	shall have the meaning set forth in AA 37.7(d)(i);
ADDITIONAL COLLATERAL	means, in respect of any UTILISATION SLOT: (a) an unconditional parent company guarantee issued by an AFFILIATE who has meet the ACCEPTABLE CREDIT REQUIREMENT to the OPERATOR, the form of which shall be in accordance to the format published in OPERATOR's website.; or (b) where a PRIMARY COLLATERAL has already been provided, a bank guarantee, the form of which shall be in accordance with the form set out in

Schedule 10, issued in favour of OPERATOR by a bank which meets the following credit rating;

- (i) a rating for its long term unsecured and non-credit enhanced debt obligations of [A-] or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or [A3] or higher by Moody's Investor Services Limited; or
- (ii) a comparable rating from an internationally recognised credit rating agency but, where the ratings issued by rating agencies for such obligations of a particular entity differ, applying the lowest of such ratings

where, the value of each ADDITIONAL COLLATERAL shall be equivalent to the BASE FEES payable in respect of such UTILISATION SLOTS and shall be kept valid for period of 3 months each.

**ADVERSE WEATHER
CONDITIONS**

means weather and/or sea conditions actually experienced that are sufficiently severe to (a) prevent an LNG VESSEL from proceeding to berth, unloading LNG, remaining berthed or departing from the berth in accordance with weather standards prescribed in published regulations in effect at the SUNGAI UDANG PORT LIMIT and by the order of MMS, or (b) cause a reasonable determination by the MASTER of such LNG VESSEL that it would be unsafe for such LNG VESSEL to proceed to berth, unload LNG, remain at, or depart the berth;

AFFECTED PARTY

shall have the meaning set forth in AA 22.1;

AFFILIATE

means a person (other than a PARTY) who directly or indirectly controls, is controlled by, or is under common control with, a PARTY to a TERMINAL USE AGREEMENT, and for such purposes the terms "control", "controlled by" and other derivatives shall mean the direct or indirect ownership of fifty per cent (50%) or more of the voting rights in a person;

AIAC

shall have the meaning set forth in AA 37.2;

ALL FAST

means, in respect of an LNG VESSEL, the time when such LNG VESSEL is safely moored with all mooring lines attached to the berth at the RECEIVING FACILITY to the satisfaction of OPERATOR and the MASTER of such LNG VESSEL;

ALLOWED UNLOADING TIME

means, in respect of an LNG VESSEL, the period specified in AA 9.4(a)(i) for an LNG VESSEL of the same maximum cargo capacity (as that period may be extended pursuant to AA 9.4(f));

ALLOWED RELOADING TIME	means, in respect of an LNG VESSEL, the period specified in AA 9.4(a)(ii) for an LNG VESSEL of the same maximum cargo capacity (as that period may be extended pursuant to AA 9.4(f);
ANNUAL MAINTENANCE PROGRAMME	means the programme setting out the timing and scheduling of the shutdown of the RECEIVING FACILITY for any CONTRACT YEAR, which shall include any MANDATORY REGULATORY SHUTDOWN, and which shall be as further described in AA 12.1;
ANNUAL NOMINATION SCHEDULE	shall have the meaning set forth in AA 7.2;
ANNUAL OPERATION SCHEDULE	means the schedule developed and determined in accordance with AA 7.5 as the same may be revised pursuant to this ACCESS ARRANGEMENT;
ANTICIPATED IGC	means, for each CONTRACT YEAR, the volume of NATURAL GAS forecast by OPERATOR to be consumed, lost and/or unaccounted for in the RECEIVING FACILITY in such CONTRACT YEAR, such forecast to be updated every three (3) CONTRACT YEARS by OPERATOR based on the RECEIVING FACILITY'S performance;
APPLICABLE LAWS	means the applicable laws of Malaysia;
APPLICANT	means any CAPACITY USER who satisfies or will satisfy THE ACCESS REQUIREMENT at the time OPERATOR awards any UTILISATION SLOTS to such CAPACITY USER pursuant to this ACCESS ARRANGEMENT.;
AUTHORISATIONS	means all consents, authorisations, licences, waivers, permits, approvals and other similar documents from or by a GOVERNMENTAL AUTHORITY;
AUXILIARY SERVICES	means services (excluding REGASIFICATION SERVICES) provided or to be provided at the RECEIVING FACILITY including BONDED WAREHOUSE SERVICES which may be provided by OPERATOR from time to time;
AVAILABLE UTILISATION SLOT	means a UTILISATION SLOTS which is determined by the OPERATOR to be available pursuant to this ACCESS ARRANGEMENT
BASE FEE	shall have the meaning set forth in AA 5.1
BERTHING SLOT	means the SCHEDULED DATE OF ARRIVAL and the associated ALLOWED UNLOADING TIME or ALLOWED RELOADING TIME allotted or to be allotted to CAPACITY USER in the issued THREE MONTH OPERATION SCHEDULE as being the time during which an LNG VESSEL is scheduled to arrive at the PILOT BOARDING STATION, transit to the RECEIVING FACILITY, berth and unload or reload;

BOIL OFF GAS	means vaporised LNG that results from LNG reaching its boiling point;
BONDED WAREHOUSE FEE	shall have the meaning set forth in AA 5.5;
BONDED WAREHOUSE SERVICES	means the services provided by RECEIVING FACILITY to fulfill requirements by Royal Malaysian Customs Department and perform administrative works as BONDED WAREHOUSE licensee;
BRITISH THERMAL UNIT or BTU	means the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at an absolute pressure of fourteen and six hundred ninety-six thousand (14.696) psia;
CAPACITY USER	means, in relation to a TERMINAL USE AGREEMENT, a person who has signed that TERMINAL USE AGREEMENT as a user;
CAPACITY USER EVENT OF DEFAULT	shall have the meaning set forth in AA 20.2;
CARGO or CARGOES	means LNG carried by an LNG VESSEL in relation to which OPERATOR will render the SERVICES to CAPACITY USER under the TERMINAL USE AGREEMENT;
CELSIUS	means the metric scale temperature where zero point zero one degree Celsius (0.01°C) is the triple point of water and a difference in temperature of one degree Celsius (1°C) corresponds to one over two-hundred and seventy-three and sixteen hundredths (1/273.16) of the difference in temperature between the triple point and absolute zero;
COMMITTED UTILISATION SLOTS	means, in relation to any CAPACITY USER the number of UTILISATION SLOTS for which that CAPACITY USER has committed pursuant to the TERMINAL USE AGREEMENT to which it is party to indicate pursuant to AA 7.2(b)(i) that it wishes to be awarded;
COMMON DISPUTES	shall have the meaning set forth in AA 37.7(a);
COMMON TRIBUNAL	shall have the meaning set forth in AA 37.7(a);
COMMUNICATION PROTOCOL	means, collectively, the various operations communication documents or manuals issued by OPERATOR as the same shall be amended and updated from time to time for the interface between OPERATOR and CAPACITY USERS for the implementation of the TERMINAL USE AGREEMENT;
CONFIDENTIAL INFORMATION	means the terms of the TERMINAL USE AGREEMENT and all communications, information and other material disclosed by a PARTY to another PARTY (whether orally,

in writing or in some other permanent form) in connection with the TERMINAL USE AGREEMENT which is not:

- (a) already known to the recipient; or
- (b) already in the public domain (other than as a result of a breach of AA 24.0);

CONFIRMATION NOTICE

means a notice substantially in the form provided at Schedule 14

CONSOLIDATION ORDER

shall have the meaning set forth in AA 37.7(b);

CONTRACT MONTH

means each calendar month of a CONTRACT YEAR, provided that;

- (a) the first (1st) CONTRACT MONTH means the period beginning on the SERVICE COMMENCEMENT DATE and ending on the last day of the calendar month during which the SERVICE COMMENCEMENT DATE occurs; and
- (b) the last CONTRACT MONTH means the period beginning on the first (1st) day of the calendar month in which the last day of the TERM falls and ending on the last day of the TERM;

CONTRACT YEAR

means each annual period starting at 0600 hours on 1st January and ending at 0600 hours on the immediately following 1st January during the TERM, provided that:

- (a) the first CONTRACT YEAR shall commence at 0600 hours on the SERVICE COMMENCEMENT DATE and end at 0600 hours on 1st January immediately following the SERVICE COMMENCEMENT DATE; and
- (b) the last CONTRACT YEAR shall commence at 0600 hours on 1st January immediately preceding the last day of the TERM and end at the end of the TERM;

CUBIC METRE or m³

means a volume equal to the volume of a cube, each edge of which is one metre;

CUSTOMER

shall mean a party that is identified as a CUSTOMER in the TERMINAL USE AGREEMENT;

DAILY SEND OUT GAS
NOMINATION

means the nomination by CAPACITY USER pursuant to AA 7.12(e);

DEFAULT NOTICE

shall have the meaning set forth in AA 20.3;

DISPUTE

means any dispute, controversy or claim between the PARTIES arising out of or in connection with the TERMINAL USE AGREEMENT (including any dispute as to its formation, validity or termination);

DISPUTE NOTICE	shall have the meaning set forth in AA 36.1;
DISPUTE RESOLUTION COMMITTEE	shall have the meaning set forth in AA 37.1;
EARLY LNG VESSEL	shall have the meaning set forth in AA 9.8(a)(iii);
EFFECTIVE DATE	means the date a TERMINAL USE AGREEMENT is entered into between the relevant PARTIES;
ELECTRONIC COMMUNICATION SYSTEM	means a private, password-protected electronic communications system for OPERATOR and CAPACITY USERS which include, provided that any information published on the ELECTRONIC COMMUNICATION SYSTEM shall be: (a) visible and specific to the CAPACITY USER to which the information relates or is required; or (b) not visible to the CAPACITY USER to which the information is not relevant or generalised to the CAPACITY USER to which the information does not relate but is required;
ENERGY COMMISSION	means Suruhanjaya Tenaga, the Energy Commission established under the Energy Commission Act 2001;
ENTIRE SERVICE TRANSFER EFFECTIVE TIME	shall have the meaning set forth in AA 26.4;
ESTIMATED TIME OF ARRIVAL or ETA	shall have the meaning set forth in AA 9.2(a);
EVENT OF FORCE MAJEURE	shall have the meaning set forth in AA 22.1;
EXPANSION PLAN	shall have the meaning set forth in AA 3.4(e);
EXPERT	shall have the meaning set forth in AA 36.2;
FACILITY OPERATING PARAMETERS	means the parameters under which the RECEIVING FACILITY is to operate and shall be as specified in Schedule 5;
FAHRENHEIT	means the temperature scale where thirty-two degrees Fahrenheit (32.0°F) is equal to zero degrees Celsius (0.0°C) and a temperature interval of one degree Fahrenheit (1°F) is equal to an interval of five-ninths degree Celsius (5/9°C);
FEES	Shall have the meaning set forth in AA 5.1
FIFTH NOTICE	means the notice given pursuant to AA 9.2(f);
FIRST NOTICE	means the notice given pursuant to AA 9.2(a);
FOURTH NOTICE	means the notice given pursuant to AA 9.2(e);
FORECAST UNDERTAKE EVENT	shall have the meaning set forth in AA 7.13(e);

FSU(s)	means the floating storage units forming part of the RECEIVING FACILITY and utilized for the storage of LNG that is received from LNG VESSELS and as further described in Schedule 5;
GAS DAY	means the period of time beginning at 0600 hours on any calendar day and ending at 0600 hours on the immediately following calendar day, and the date of such day shall be the date of the calendar day on which it begins;
GAS SUPPLY ACT	means the Act 501;
GIGAJoule or GJ	means 1,000,000 joules of NATURAL GAS;
GOVERNMENTAL AUTHORITY	means any judicial, legislative, administrative, executive or other national, state, regional, municipal or local authority, ministry, department or any administrative agency, office, organisation or authority;
GROSS HEATING VALUE	means the energy produced from the complete combustion of one (1) cubic meter of GAS with air, at a temperature of fifteen (15) degrees Celsius and at an absolute pressure of one hundred one and three hundred twenty five thousandths (101.325) kPa, with the GAS free of all water vapour, the products of combustion cooled at a temperature of fifteen (15) degrees Celsius and the water vapour formed by combustion condensed to the liquid state expressed in MJ per cubic meter (MJ/m ³);
INDEPENDENT SURVEYOR	means an independent surveyor appointed pursuant to Schedule 2;
INSOLVENCY EVENT	means, in respect of a PARTY: (a) such PARTY is declared bankrupt or is declared to have a similar legal status affecting the rights of creditors generally; or (b) such PARTY is unable to pay its debts as they become due; or (c) such PARTY makes an assignment for the benefit of its creditors; or (d) a receiver is appointed for a substantial part of such the PARTY'S assets; or (e) a court order is made or an effective resolution is passed for the dissolution, liquidation, or winding up the reorganization under any bankruptcy law of the PARTY; or (f) such PARTY is dissolved, liquidated, wound up, or its existence is otherwise terminated (other than pursuant to a consolidation, amalgamation or merger);

INTER-CAPACITY USER
AGREEMENT

means the agreement between OPERATOR and CAPACITY USERS substantially in the form attached at Schedule 12;

INTERNAL GAS CONSUMPTION
or IGC

means the:

- (a) NATURAL GAS consumed in the RECEIVING FACILITY:
 - (i) as pilot flare and sweep gas,
 - (ii) for flaring (if any) and venting; and
 - (iii) as FSUs boiler fuel,as measured or calculated for all purposes of operation, MAINTENANCE and safety; and
- (b) UNACCOUNTED GAS in the RECEIVING FACILITY;

INTERNATIONAL LNG
TERMINAL STANDARDS

means, to the extent not inconsistent with the express requirements of this ACCESS ARRANGEMENT or APPLICABLE LAWS and taking into account local physical conditions, the international standards and practices applicable to the design, construction, equipment, operation and maintenance of LNG receiving and regasification terminals, established by the following (such standards to apply in the following order of priority):

- (a) a GOVERNMENTAL AUTHORITY having jurisdiction over OPERATOR as the owner and/or operator of the RECEIVING FACILITY; and
- (b) any internationally recognised non-governmental agency or organisation, including the Society of International Gas Tankers and Terminal Operators (SIGTTO), Oil Companies International Marine Forum (OCIMF) and The International Group of LNG Importers (GIIGNL), with whose standards and practices it is customary for REASONABLE AND PRUDENT OPERATORS of LNG receiving and regasification terminals to comply;

INTERNATIONAL LNG VESSEL
STANDARDS

means, to the extent not inconsistent with the express requirements of this ACCESS ARRANGEMENT or APPLICABLE LAWS, the international standards and practices applicable to the ownership, design, construction (including the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk), equipment, operation and maintenance of LNG vessels established by the following (such standards to apply in the following order of priority):

- (a) a GOVERNMENTAL AUTHORITY;

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

provided that, in the case of (b) and (c) above, it is customary for REASONABLE AND PRUDENT OPERATORS of LNG vessels to comply with the standards and practices of such organisation, society or non-governmental agency;

IRB	shall have the meaning set forth in AA 18.8(b);
JRU	means the jetty regasification unit which forms part of the RECEIVING FACILITY, and as further described in Schedule 5;
LATE LNG VESSEL	shall have the meaning set forth in AA 9.8(a)(ii);
LNG	means NATURAL GAS in its liquid state at or below its boiling point at or near atmospheric pressure;
LNG SPECIFICATIONS	means the specifications set out in Schedule 3;
LNG STORAGE TANKS	means the storage tanks forming part of the RECEIVING FACILITY and utilized for the storage of LNG that is received from LNG VESSELS as further described in paragraph C of Schedule 5;
LNG UNLOADING FACILITY	means the LNG unloading line, vapour return line, LNG recirculation line, LNG unloading arms, vapour return arms and all other related equipment as further described in paragraph A of Schedule 5;
LNG UNLOAD POINT	means the point at the LNG UNLOADING FACILITY at which the flange coupling of the marine loading arm joins the manifold flange on board of LNG VESSEL;
LNG VESSELS	means an ocean-going vessel suitable for transporting LNG that CAPACITY USER uses or procures the use of for transportation of LNG to the RECEIVING FACILITY;
LNG VESSELS SPECIFICATIONS	means the specifications set out in Schedule 1;
LONG TERM CAPACITY USER	means in respect of CAPACITY USERS which have been granted UTILISATIONS SLOTS for period more than one (1) year;
LOST GAS	means NATURAL GAS (not being UNACCOUNTED GAS) that is lost in the RECEIVING FACILITY;

MAINTENANCE	means any inspection, maintenance, repair or modification (in the course of maintenance or repair) of the RECEIVING FACILITY, including any SCHEDULED MAINTENANCE and UNSCHEDULED MAINTENANCE;
MANDATORY REGULATORY SHUTDOWN	means mandatory shutdown of the RECEIVING FACILITY from time to time as required by APPLICABLE LAWS for the purpose of inspecting the RECEIVING FACILITY and undertaking any repairs, rectification or modification to the RECEIVING FACILITY required as a result of such inspection;
MASTER	shall have the meaning set forth in AA 6.1(b)(iii)(D) in respect of any LNG VESSEL;
MAXIMUM ALLOWED BERTHING SLOTS	shall mean the allowed BERTHING SLOTS for the year which are to be determined by the OPERATOR based on the calculation as below: MAXIMUM ALLOWED BERTHING SLOTS = A/B, where: “A” is the number of DAYS for the CONTRACT YEAR excluding MAINTENANCE; and “B” is UTILISATION SLOT;
MAXIMUM SEND OUT RATE	means, 442 tonnes/hour at all time except during MAINTENANCE;
MEASUREMENT RULES	shall be as outlined in Schedule 2;
SG UDANG PORT AUTHORITY	means the regulatory body that regulates activities within the SUNGAI UDANG PORT LIMIT;
MINIMUM HEEL REQUIREMENT	means 13,800 m ³ which is equivalent to the volume of LNG required to be retained in the FSUs and deadstock in piping/other equipment based on LNG TERMINAL FACILITY design;
MINIMUM SEND OUT RATE	means the equivalent of: (a) 110 tonnes/hour during any period when no LNG is being unloaded/reloaded from an LNG VESSEL; (b) 290 tonnes/hour when LNG is being unloaded from LNG VESSEL; or (c) 137 tonnes/hour when LNG is being reloaded to LNG VESSEL, the above amounts being the lowest send out rates achievable by the RECEIVING FACILITY without flaring;
MMBTU	means one million (1,000,000) BTU;
MMS	means MISC Maritime Services Sdn Bhd (Company No. 1288495-D) which is the port operator and pilotage service

	provider which is responsible for the navigation, safety and traffic regulation of all vessels navigating within the port limits as described in Schedule 7, and includes its successors and assigns;
NATURAL GAS	means any hydrocarbons or mixture of hydrocarbons derived from the conversion of LNG received by OPERATOR at the LNG UNLOAD POINT from its liquid state to a gaseous state consisting predominantly of methane and other hydrocarbons and non-combustible gases all of which are in substantially gaseous state under STANDARD CONDITIONS;
NATURAL GAS DELIVERY POINT	means the held connection of the inlet of the PGU battery limit station where the SEND OUT GAS is delivered to the PGU NETWORK at MLL 1, Pulau Sebang, Melaka;
NOTICE OF READINESS	shall have the meaning set forth in AA 9.3(a);
Oil Company International Marine Forum ("OCIMF")	means a voluntary association of oil companies having an interest in the shipment and terminalling of crude oil and oil products;
OFF-SPECIFICATION GAS	shall have the meaning set forth in AA 13.6(a);
OFF-SPECIFICATION LNG	means LNG which does not conform with the LNG SPECIFICATIONS;
OPEN SEASON INVITATION	shall have the meaning set forth in AA 3.A(b);
OPERATOR EVENT OF DEFAULT	shall have the meaning set forth in AA 20.1;
OTHER TERMINAL USE AGREEMENT	means any agreement between OPERATOR and a CAPACITY USER (excluding CUSTOMER) for the provision of SERVICES;
PARTIAL SHUTDOWN	means the partial shutdown of the RECEIVING FACILITY in accordance with the ANNUAL MAINTENANCE PROGRAMME;
PARTICIPATING CAPACITY USER	means a SHIPPER or PROSPECTIVE SHIPPER who responds to an OPEN SEASON INVITATION with a request for new UTILISATION SLOTS;
PARTIES	means in relation to any TERMINAL USE AGREEMENT, the parties to such TERMINAL USE AGREEMENT;
PARTY	means in relation to any TERMINAL USE AGREEMENT, a party to such TERMINAL USE AGREEMENT;
PERMITTED BERTH OCCUPANCY TIME	means, in respect of an LNG VESSEL, the period specified in AA 9.5(a) for an LNG VESSEL of the same maximum cargo capacity (as that period may be extended pursuant to AA 9.5(e));

PETRONAS MARITIME INSPECTION	means the inspection as outlined in AA 6.3;
PGU NETWORK	means the Peninsular Gas Utilisation Transmission System;
TPA CODE FOR TRANSMISSION	means the terms and conditions for the utilisation of the PGU NETWORK;
PILOT	means any person engaged by CAPACITY USER to come on board an LNG VESSEL to assist the MASTER in pilotage, berthing, mooring and unmooring of such LNG VESSEL;
PILOT BOARDING STATION	means the location off the RECEIVING FACILITY in the designated anchorage area at which PILOTS customarily board the LNG VESSEL;
PORT AND MARINE SERVICES	means any tugs pilots and other harbour services required by CAPACITY USER;
PORT AND MARINE SERVICES CHARGES	means charges imposed for PORT AND MARINE SERVICES including all harbour dues;
PRELIMINARY ANNUAL OPERATION SCHEDULE	shall have the meaning set forth in AA 7.3(a);
PREVIOUS PORT	means the port at which an LNG VESSEL calls, immediately prior to calling at the RECEIVING FACILITY;
PRIMARY COLLATERAL	means, in respect of a UTILISATION SLOT under one (1) CONFIRMATION NOTICE: (a) an unconditional parent company guarantee issued by an AFFILIATE which has meet the ACCEPTABLE CREDIT REQUIREMENT to the OPERATOR, the form of which shall be in in the format published in OPERATOR's website.; or (b) a bank guarantee, the form of which shall be in accordance with the form set out in SCHEDULE 10, issued in favour of OPERATOR by a bank which meets the following credit rating; (i) a rating for its long term unsecured and non-credit enhanced debt obligations of [A-] or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or [A3] or higher by Moody's Investor Services Limited; or (ii) a comparable rating from an internationally recognised credit rating agency but, where the ratings issued by rating agencies for such obligations of a particular entity differ, applying the lowest of such ratings;

	which, shall be in an amount equal to the BASED FEE and shall be kept valid throughout the duration of the CONFIRMATION NOTICE.
PRIMARY UTILISATION SLOT	means the UTILISATION SLOT available prior to the finalisation of the ANNUAL OPERATION SCHEDULE
PRIMARY UTILISATION SLOT FEE	shall have the meaning set forth in AA 5.1(a);
PROPOSED AA CHANGE	shall have the meaning set forth in AA 28.1;
PROPOSED TRANSFEREE	shall have the meaning set forth in AA 26.3;
REASONABLE AND PRUDENT OPERATOR	means a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence, competence and foresight which would be reasonably and ordinarily expected from a skilled and experienced operator engaged in the same type of understanding under the same or similar circumstances and conditions;
REASONABLE ENDEAVOURS	means, for any action required to be made, tried, or taken by a PARTY under a TERMINAL USE AGREEMENT, the efforts that a prudent person would undertake without sacrificing its commercial interests taking into account the conditions affecting the action, including the amount of notice to act, recognition of the need to act, the duration and type of action, the competitive environment in which the action happens, and the projected benefit, cost, and risk to the PARTY required to take the action;
RECEIVING FACILITY	means the facilities which consists of the following: (a) FSUs, (b) the JRU; (c) the connecting pipelines from the JRU to the NATURAL GAS DELIVERY POINT and the associated infrastructure, and (d) LNG UNLOADING FACILITY all as further described in Schedule 5;
RECEIVING FACILITY CAPACITY	means the capacity of the RECEIVING FACILITY as may be determined by OPERATOR and in accordance with guideline published by Energy Commission from time to time, taking into account (amongst other things): (a) the unloading and reloading capacity of the JRU and maximum number and duration of BERTHING SLOTS; (b) capacity of the FSUs;

- (c) regasification capacity;
- (d) SEND OUT GAS capacity; and
- (e) pipeline capacity at the PGU NETWORK entry point;

REGASIFICATION SERVICES

means:

- (a) the receipt from LNG VESSELS of LNG at the LNG UNLOAD POINT into the RECEIVING FACILITY;
- (b) the regasification of the LNG at the JRU;
- (c) the delivery of SEND OUT GAS to CAPACITY USER at the NATURAL GAS DELIVERY POINT; and
- (d) the scheduling, administrative and other services directly related to the LNG including but not limited to providing BERTHING SLOTS up to the MAXIMUM ALLOWED BERTHING SLOTS;

RGTEC MODE

means the operational mode of the JRU where total SEND OUT GAS is set at 14tonnes/hour, which will be allocated to all CAPACITY USERS on a pro-rata basis;

RELATED DISPUTE

means any dispute controversy or claim arising out of or in connection with any OTHER TERMINAL USE AGREEMENT entered into by OPERATOR in relation to the RECEIVING FACILITY (including any dispute as to its formation) or the INTER-CAPACITY USER AGREEMENT, which raises substantially the same or connected factual and/or legal issues as any DISPUTE under the TERMINAL USE AGREEMENT;

REVISED BERTHING TIME

shall have the meaning set forth in AA 9.3(i);

RISK ALLOCATION PREMIUM

means in relation to

- (i) SECONDARY UTILISATION SLOTS or SURRENDERED UTILISATION SLOTS, the premium agreed between the APPLICANT and the OPERATOR or the SURRENDERING CAPACITY USER (as the case may be), to be the amount payable for the UTILISATION SLOTS in addition to from the BASE FEE; or
- (ii) UIOLI UTILISATION SLOTS, the amount equivalent to ten percent (10%) of the relevant BASE FEE or such other amount as published by the OPERATOR in its website from time to time.,

in accordance with the process prescribed under this ACCESS ARRANGEMENT.

RISK ALLOCATION DISCOUNT

means in relation to

- (i) SECONDARY UTILISATION SLOTS or SURRENDERED UTILISATION SLOTS, the discount agreed between the APPLICANT and the OPERATOR or the SURRENDERING CAPACITY USER (as the case may be), to be the amount payable for the UTILISATION SLOTS as a discount from the BASE FEE,; OR
 - (ii) UIOLI UTILISATION SLOTS, the amount equivalent to ten percent (10%) or the relevant BASE FEE or such other amount as published by the OPERATOR in its website from time to time,
- in accordance with the process prescribed under this ACCESS ARRANGEMENT.

SCHEDULED DAILY GAS QUANTITY

shall have the meaning set forth in AA 7.12(a)(i);

SANCTION LAWS

means all Applicable Laws and Regulations concerning economic sanctions (including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted Persons, or the ability to engage in transactions with or involving specified Persons or countries, or any Applicable Law that threatens to impose economic sanctions on any Person for engaging in targeted behaviour) of any jurisdictions including –

- (a) the United Nations;
- (b) Malaysia;
- (c) the European Union;
- (d) the United Kingdom (including those administered by Her Majesty's Treasury);

the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);

SCHEDULED DATE OF ARRIVAL

means, for any LNG VESSEL CARGO or BERTHING SLOT, the period between 0000 hours to 2359 hours during any day on which such LNG VESSEL is scheduled to arrive at the PILOT BOARDING STATION as specified in the issued ANNUAL OPERATION SCHEDULE or most recent THREE-MONTH OPERATION SCHEDULE;

SCHEDULED MAINTENANCE

means all MAINTENANCE that is described in an ANNUAL MAINTENANCE PROGRAMME;

SCHEDULED MONTH

shall have the meaning set forth in AA 7.12(a)(i);

SCHEDULED MONTHLY GAS QUANTITY

shall have the meaning set forth in AA 7.12(a)(i);

SECOND NOTICE

means the notice given pursuant to AA 9.2(c);

SECONDARY SLOT CONFIRMATION NOTICE	means a CONFIRMATION NOTICE issued by OPERATOR pursuant to AA 3.2(e)
SECONDARY UTILISATION SLOT	means UTILISATION SLOTS awarded to CAPACITY USER pursuant to AA 3.2(d) 0;
SECONDARY UTILISATION SLOT FEE	shall have the meaning set forth in AA 5.1(b);
SEND OUT GAS	means NATURAL GAS resulting from LNG that has been processed within the LNG TERMINAL FACILITY for delivery as NATURAL GAS at the NATURAL GAS DELIVERY POINT;
SEND OUT GAS METERING STATION	means all such equipment for the purposes of measuring and testing SEND OUT GAS which are located at the RECEIVING FACILITY, as further specified in Schedule 5;
SEND OUT GAS SPECIFICATIONS	shall have the meaning set forth in Schedule 4;
SERVICE COMMENCEMENT DATE	means, with respect to each CAPACITY USER, the date from which OPERATOR is obliged to offer UTILISATION SLOTS to such CAPACITY USER as specified in the relevant SPECIFIC TERMS AND CONDITIONS;
SERVICES	shall have the meaning set forth in AA 4.0;
SERVICES ENTITLEMENT	means, in relation to any CAPACITY USER, its entitlement to the REGASIFICATION SERVICES during UTILISATION SLOTS awarded to such CAPACITY USER;
SIRE ACCREDITED INSPECTOR	means an inspector qualified and certified by OCIMF under the Ship Inspection Report Exchange (SIRE) Programme to inspect an LNG VESSEL for the purpose of generating an inspection report for inclusion in OCIMF's Ship Inspection Report Programme;
SLOT REALLOCATION PREMIUM	means, in relation to a SURRENDERED UTILISATION SLOT or a UIOLI UTILISATION SLOT, the premium (expressed as a percentage of the PRIMARY UTILISATION SLOT FEE) specified in the CONFIRMATION NOTICE;
STANDARD CONDITIONS	means a temperature of fifteen point six degrees Celsius (15.6°C) (measured with a mercury thermometer) and an absolute pressure of one point zero one three two five (1.01325) bar;
STANDARD CUBIC FOOT or SCF	is a measure of quantity of NATURAL GAS, equal to a cubic foot of volume at sixty degrees FAHRENHEIT (60°F) (fifteen and six tenths degrees CELCIUS (15.6°C) and fourteen point six ninety-six (14.696) psia (one (1) atm or one hundred and one point three twenty-five (101.325) KPa) of pressure);

SUNGAI UDANG PORT LIMIT	shall be as illustrated in Schedule 5;
SURRENDER NOTICE	means a notice substantially in the form provided at SCHEDULE 15;
SURRENDERED SLOT CONFIRMATION NOTICE	means a CONFIRMATION NOTICE issued by OPERATOR pursuant to AA 3.3;
SURRENDERED UTILISATION SLOT	shall have the meaning set forth in AA 26.6(a)(ii)
SURRENDERED UTILISATION SLOT DEADLINE	shall have the meaning set forth in AA 26.6(a)(i);
SURRENDERING CAPACITY USER	shall have the meaning set forth in AA 26.6(a);
SURRENDERED UTILISATION SLOT EFFECTIVE TIME	means the date of the CONFIRMATION NOTICE issued for the SURRENDERED UTILISATION SLOT;
SUSPENSION EVENT	shall have the meaning set forth in AA 19.1;
TANK INVENTORY CAPACITY	means 260,000m ³ in total;
TAX OR TAXES	shall include but not be limited to any customs, income, profit, withholding, franchise, excess profits, royalties, other taxes, excises, fees, duties, levies, sales and use taxes and value added taxes, personal property taxes, employment taxes, charges and all other assessments, which may or may not hereafter be enacted, levied or imposed, directly or indirectly, by law, regulations or trade union contracts which may be imposed by a GOVERNMENTAL AUTHORITY and shall include penalties, interest and fines in respect thereof;
TERM	shall have the meaning set forth in the relevant TERMINAL USE AGREEMENT;
TERMINAL INFORMATION BOOKLET	means the booklet which contains the rules and requirements that need to be complied with by all LNG VESSELS in order to deliver LNG to the RECEIVING FACILITY with the objective of ensuring good order, health, safety, security, protection of life and property and sound environmental practices;
TERMINAL USE AGREEMENT	means the agreement entered into between the OPERATOR and the respective CAPACITY USER for the SERVICES, comprising this ACCESS ARRANGEMENT;
THREE MONTH NOMINATION SCHEDULE	shall have the meaning set forth in AA 7.8(a);
THREE MONTH OPERATION SCHEDULE	shall be the schedule agreed or determined pursuant to AA 7.9 as the same may be revised pursuant to this ACCESS ARRANGEMENT;
THIRD NOTICE	means the notice given pursuant to AA 9.2(d);

TOTAL REGASIFICATION CAPACITY	means the total capacity of the JRU to regasify LNG and redeliver NATURAL GAS to the NATURAL GAS DELIVERY POINT with respect to any GAS DAY during a CONTRACT YEAR;
TOTAL SHUTDOWN	means the total shutdown of the RECEIVING FACILITY;
TPA CODE	means the Third Party Access Code for Malaysian Regasification Terminals established by the ENERGY COMMISSION pursuant to the GAS SUPPLY ACT, as the same is amended, supplemented or replaced from time to time;
UIOLI CAPACITY USER	shall have the meaning set forth in 5.3 (a)(i)
UIOLI SLOT REALLOCATION CONFIRMATION NOTICE	means a CONFIRMATION NOTICE issued by OPERATOR pursuant to AA 0;
UIOLI UTILISATION SLOT	has the meaning set forth in AA 26.7;
UIOLI UTILISATION SLOT FEE	shall have the meaning set forth in 5.1
UNACCOUNTED GAS	means (a) NATURAL GAS which is lost and not measured in the RECEIVING FACILITY due to venting and leakage, and (b) NATURAL GAS unaccounted for in the RECEIVING FACILITY due to measurement errors;
UNAVAILABLE	the RECEIVING FACILITY is UNAVAILABLE during any hour during which the RECEIVING FACILITY is not able to provide any SERVICES during any awarded UTILISATION SLOT for any reason including SCHEDULED MAINTENANCE, but excluding: (a) an act or omission of any CAPACITY USER (or its agents, contractors or subcontractors); or (b) an EVENT OF FORCE MAJEURE; or (c) MANDATORY REGULATORY SHUTDOWN;
UNAVAILABILITY ALLOWANCE	means one hundred and sixty eight (168) hours in any CONTRACT YEAR reduced prorata for any CONTRACT YEAR of less than 365 days (rounded up or down to the nearest whole number), provided that, if the RECEIVING FACILITY is UNAVAILABLE for a continuous period of more than ninety six (96) consecutive hours, the excess of such continuous period above ninety six (96) hours shall not count towards the UNAVAILABILITY ALLOWANCE;
UNSCHEDULED MAINTENANCE	means MAINTENANCE which is required for safety, operational reasons (in OPERATOR'S sole discretion), and which in any case has not been included in the ANNUAL MAINTENANCE PROGRAMME;
USED LAYTIME	means the period calculated pursuant to AA 9.4(e) for unloading and reloading activities;

UTILISATION SLOT

means a period of seven (7) days (as that period may be adjusted pursuant to AA 7.9(a)(iv)), during which OPERATOR shall provide the SERVICES to a CAPACITY USER.

VIRTUAL STORAGE FEES

shall have the meaning set forth in AA 7.12(h) and (i) which shall be an amount equivalent to amount published by the OPERATOR from time to time

It is noted that during Regulatory Period 2, the VIRTUAL STORAGE FEES shall be zero (0). For purpose of this ACCESS ARRANGEMENT, Regulatory Period 2 refers to period from 1 January 2023 until 31 December 2025.

WILFUL MISCONDUCT / GROSS NEGLIGENCE

means:

- (a) any act or omission (whether sole, joint or concurrent) by the relevant Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such Party knew, or should have known, such act or failure would have on the safety or property or interests of another Party;
- (b) any act or omission (whether sole, joint, or concurrent) by the relevant Party which was a deliberate and intentional breach of such Party's obligations under the TERMINAL USE AGREEMENT; or
- (c) any act or omission (whether sole, joint or concurrent) by the relevant Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such Party knew, or should have known, such act or failure would have on the safety or property or interests of another Party.

1.2 Construction and Interpretation

- (a) Unless a contrary indication appears, any reference in the TERMINAL USE AGREEMENT to:
- (i) any PARTY shall be construed so as to include its successors in title and permitted assigns;
 - (ii) words importing the singular only also include the plural and vice versa where the context so requires;
 - (iii) an agreement or any other instrument is a reference to such agreement or other instrument as amended, supplemented or novated from time to time in accordance with, and subject to, any requirements of such agreement and (in the case of a reference to any other instrument) that instrument;
 - (iv) a person includes any individual, firm, company, corporation, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity;
 - (v) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but where it does not have the force of law, being one that a REASONABLE AND PRUDENT OPERATOR would comply with) of any governmental, intergovernmental or supranational body, agency, department or regulatory, or other authority or organisation;
 - (vi) a provision of any statute, law, statutory instrument or regulation is, a reference to that provision as amended or re-enacted or consolidated from time to time as far as such amendment, re-enactment or consolidation applies or is capable of applying to any transactions entered into under the TERMINAL USE AGREEMENT;
 - (vii) a time of day is a reference to Malaysian time;
 - (viii) words of any gender include each other gender;
 - (ix) a period of time shall be based on, and computed according to, the Gregorian calendar;
 - (x) all references to a UTILISATION SLOT being awarded to a CAPACITY USER shall exclude any UTILISATION SLOT:
 - (A) in respect of which that CAPACITY USER has issued a notice of intention to surrender pursuant to AA 26.6(a)(i); or
 - (B) which has been returned to OPERATOR pursuant to AA 26.7(a) and
 - (xi) any capitalised words, terms phrases and abbreviations used specifically in any schedule to this ACCESS ARRANGEMENT shall have the meanings set forth in such schedule to this ACCESS ARRANGEMENT; and
 - (xii) "include" and "including" shall mean include or including without limiting the generality of the description preceding such term and are used in an illustrative sense and not a limiting sense.
- (b) Headings are for ease of reference only.

1.3 Legal Framework

- (a) OPERATOR and CAPACITY USER hereby acknowledge that:
 - (i) the TPA CODE (and any other relevant codes developed and issued under the GAS SUPPLY ACT) shall apply to the REGASIFICATION FACILITY; and
 - (ii) OPERATOR and each CAPACITY USER must comply with the TPA CODE (and any other relevant codes developed and issued under the GAS SUPPLY ACT).
 - (iii) In the event of any conflict between the terms of this ACCESS ARRANGEMENT and the TPA CODE (and any other relevant codes developed and issued under the GAS SUPPLY ACT), either OPERATOR or CAPACITY USER may submit an AA CHANGE REQUEST pursuant to AA 28.2 below.

2.0 ACCESS TO SERVICES

Subject to the provisions of this ACCESS ARRANGEMENT, access to the SERVICES at the RECEIVING FACILITY shall be granted in an impartial manner to any APPLICANT who provides an ACCESS REQUEST provided that OPERATOR may waive any of the ACCESS REQUIREMENTS (with the exception of those in paragraph (a) and (b) of the definition thereof

- 2.1** OPERATOR shall not provide or agree to provide any SERVICES to any APPLICANT or CAPACITY USER which would have an adverse effect on another CAPACITY USER'S rights to the SERVICES under such other CAPACITY USER'S TERMINAL USE AGREEMENT, which is not expressly contemplated under this ACCESS ARRANGEMENT.

2.2 INFORMATION MANAGEMENT

- (a) OPERATOR shall operate and maintain:
 - (i) a public website; and
 - (ii) to the extent OPERATOR deems it necessary, a separate ELECTRONIC COMMUNICATION SYSTEM,

on which OPERATOR shall publish and manage information in relation to the RECEIVING FACILITY which OPERATOR deems to be appropriate, provided that OPERATOR shall publish on its website current copies of this ACCESS ARRANGEMENT and the information set out in this AA 2.2(a) OPERATOR shall inform the CAPACITY USER, either by publishing on its website on a monthly basis or communicated via the ELECTRONIC COMMUNICATION SYSTEM, status of the UTILISATION SLOTS. The information to be provided pursuant to this AA 2.2(a) shall include:
 - (iii) the number of UTILISATION SLOTS, including any UTILISATION SLOTS made available for transfer pursuant to AA 26.3;
 - (iv) in respect of UTILISATION SLOTS not awarded under the ANNUAL OPERATION SCHEDULE, OPERATOR shall provide the number of such unawarded UTILISATION SLOTS in each CONTRACT MONTH and, if known, the timing of the BERTHING SLOTS applicable to such unawarded UTILISATION SLOTS;
 - (v) in respect of SECONDARY UTILISATION SLOTS, OPERATOR shall provide:

- (A) the commencement date and duration of the BERTHING SLOTS applicable to such SECONDARY UTILISATION SLOTS;
 - (B) the maximum volume of LNG which the OPERATOR can received during the relevant SECONDARY UTILISATION SLOT;
 - (C) the due date and time for submission of ACCESS REQUESTS for such SECONDARY UTILISATION SLOTS;
 - (D) the latest date by which any such ACCESS REQUEST may be accepted by OPERATOR; and
 - (E) the delivery period for any SEND OUT GAS and an indicative and non-binding SEND OUT GAS redelivery profile.
- (vi) in respect of SURRENDERED UTILISATION SLOTS, OPERATOR shall provide:
- (A) the commencement date and duration of the BERTHING SLOTS applicable to such SURRENDERED UTILISATION SLOTS;
 - (B) the maximum volume of LNG which the OPERATOR can receive during the relevant SURRENDERED UTILISATION SLOT;
 - (C) the due date and time for submission of ACCESS REQUESTS for such SURRENDERED UTILISATION SLOTS;
 - (D) the latest date by which any such ACCESS REQUEST may be accepted by OPERATOR; and
 - (E) the delivery period for any SEND OUT GAS and an indicative and non-binding SEND OUT GAS redelivery profile.
- (vii) in respect of UIOLI UTILISATION SLOTS, OPERATOR shall provide:
- (A) the commencement date and duration of the BERTHING SLOTS applicable to such UIOLI UTILISATION SLOTS;
 - (B) the maximum volume of LNG which the OPERATOR can receive during the relevant UIOLI UTILISATION SLOT;
 - (C) the due date and time for submission of ACCESS REQUESTS for such UIOLI UTILISATION SLOTS;
 - (D) the latest date by which any such ACCESS REQUEST may be accepted by OPERATOR; and
 - (E) the delivery period for any SEND OUT GAS and an indicative and non-binding SEND OUT GAS redelivery profile.

3.0 CAPACITY ALLOCATION MECHANISM

By 15th September prior to the start of each CONTRACT YEAR, OPERATOR shall publish on the ELECTRONIC COMMUNICATION SYSTEM the offer to each APPLICANT of the available UTILISATION SLOTS or such other number as the OPERATOR may determine per CONTRACT YEAR for the immediately following CONTRACT YEAR, minus any UTILISATION SLOTS previously awarded to CAPACITY USER (each a “**AVAILABLE UTILISATION SLOT**”).

3.1 PRIMARY UTILISATION SLOTS

- (a) Upon OPERATOR announcement of the AVAILABLE UTILISATION SLOTS, any person who meets the ACCESS REQUIREMENTS in accordance with AA 2.1, including an existing CAPACITY USER, may become an APPLICANT for AVAILABLE UTILISATION SLOTS by submitting an ACCESS REQUEST to OPERATOR by no later than 15th October of each CONTRACT YEAR.
- (b) ACCESS REQUESTS for AVAILABLE UTILISATION SLOTS shall be processed and allocated by OPERATOR on a "first come, first served" basis no later than 31ST October of the preceding CONTRACT YEAR, provided that, in the event OPERATOR is processing more than one ACCESS REQUEST at any point in time, OPERATOR shall allocate the AVAILABLE UTILISATION SLOTS based on the following priority basis:
 - (i) ACCESS REQUESTS to become a LONG TERM CAPACITY USER starting with the ACCESS REQUESTS with the highest number of COMMITTED UTILISATION SLOTS and working downwards; and
 - (ii) To the extent there is any remaining AVAILABLE UTILISATION SLOTS after (i) above, ACCESS REQUESTS by CAPACITY USERS starting with CAPACITY USERS applying for the SERVICES ENTITLEMENT which most closely matches the UTILISATION SLOTS being offered and working downwards:

the amount of capacity, comprising (without double counting) the delivery period for any SEND OUT GAS and an indicative and nonbinding SEND OUT GAS redelivery profile.

- (c) Subject always to the availability of the UTILISATION SLOTS and any operational constraint faced by the OPERATOR, APPLICANT shall inform the OPERATOR in the ACCESS REQUEST if they wish to become LONG TERM CAPACITY USER.
- (d) Subject to AA 2.1, OPERATOR may provisionally award any AVAILABLE UTILISATION SLOTS to one or more APPLICANTS by informing such APPLICANT the details of the following:-
 - (i) UTILISATION SLOTS provisionally awarded to each APPLICANT;
 - (ii) details of whether APPLICANT is obliged to provide PRIMARY COLLATERAL and/or ADDITIONAL COLLATERAL (if required) in respect of such provisionally awarded PRIMARY UTILISATION SLOTS awarded to it. APPLICANT shall provide any required PRIMARY COLLATERAL required within seven (7) days receipt by APPLICANT of the notice from OPERATOR in accordance with AA 8.1.

Upon receipt by the OPERATOR of the PRIMARY COLLATERAL and/or ADDITIONAL COLLATERAL (if required), OPERATOR shall issue to APPLICANT, the PRIMARY SLOTS CONFIRMATION NOTICE, subject always to the issuance of such PRIMARY SLOTS CONFIRMATION NOTICE shall not be preventing OPERATOR from fulfilling its obligations under the TPA CODE.

3.2 SECONDARY UTILISATION SLOTS

- (a) Within fourteen (14) days of OPERATOR publishing the ANNUAL OPERATION SCHEDULE in accordance with AA 7.5, OPERATOR shall determine in its sole discretion and publish on its website whether there will be any slot(s) for it to provide UTILISATION SLOTS during the following CONTRACT YEAR (each a "**SECONDARY UTILISATION SLOTS**"), provided, always, that:

- (i) the provision of such SECONDARY UTILISATION SLOTS shall not adversely impact other CAPACITY USER'S firm rights under its TERMINAL USE AGREEMENT; and
 - (ii) the unloading of CARGOES relating to such SECONDARY UTILISATION SLOTS will not adversely impact, interfere or delay with the unloading of the other LNG VESSELS on the basis of the ANNUAL OPERATION SCHEDULE.
 - (iii) the provision of such SECONDARY UTILISATION SLOTS is subject to OPERATOR clearing any operational constraint.
- (b) Any person who meets the ACCESS REQUIREMENTS in accordance with AA 2.0, including an existing CAPACITY USER, may become an APPLICANT for SECONDARY UTILISATION SLOTS by submitting an ACCESS REQUEST for the SECONDARY UTILISATION SLOTS to OPERATOR within seven (7) days from the date of announcement of the SECONDARY UTILISATION SLOTS availability in the OPERATOR's website.
- (c) ACCESS REQUESTS for SECONDARY UTILISATION SLOTS shall be processed and allocated by OPERATOR on a "first come, first served" basis no later than thirty (30) days after OPERATOR'S receipt of the relevant ACCESS REQUEST, provided that, in the event OPERATOR is processing more than one ACCESS REQUEST at any point in time, OPERATOR shall allocate SECONDARY UTILISATION SLOTS on the following priority basis:

ACCESS REQUESTS to become a SECONDARY CAPACITY USER starting with the ACCESS REQUESTS with the highest number of UTILISATION SLOTS which matches the SECONDARY UTILISATION SLOTS being offered and working downwards the amount of capacity, comprising (without double counting), the delivery period for any SEND OUT GAS- and an indicative and nonbinding SEND OUT GAS redelivery profile.
- (d) Subject to AA 2.1, OPERATOR may provisionally award any SECONDARY UTILISATION SLOTS to one or more APPLICANTS by informing such APPLICANT the details of the followings:-
 - (i) SECONDARY UTILISATION SLOTS provisionally awarded to each APPLICANT (such UTILISATION SLOTS to be awarded on a first come first served basis);
 - (ii) Details of whether APPLICANT is obliged to provide PRIMARY COLLATERAL and/or ADDITIONAL COLLATERAL (if required) in respect of such provisionally awarded UTILISATION SLOTS awarded to it. APPLICANT shall provide any required PRIMARY COLLATERAL required within seven (7) days receipt by APPLICANT of the notice from OPERATOR in accordance with AA 8.1;
 - (iii) The proposed risk allocation premium or discount (once agreed shall be "**RISK ALLOCATION PREMIUM**" or "**RISK ALLOCATION DISCOUNT**" as the case may be) applicable for the SECONDARY SLOTS. The APPLICANT may counter propose the risk allocation premium or discount for OPERATOR's consideration and concurrence. In the event where the SECONDARY SLOTS are made available following released thereof by incumbent CAPACITY USER, OPERATOR shall facilitate the discussion regarding the risk allocation premium or discount between the APPLICANT and the incumbent CAPACITY USER.

- (e) Upon receipt by OPERATOR of the PRIMARY COLLATERAL and/or ADDITIONAL COLLATERAL (if required), OPERATOR shall issue to the APPLICANT, THE SECONDARY SLOTS CONFIRMATION NOTICE, subject always that issuance of the SECONDARY SLOTS CONFIRMATION NOTICE shall not be preventing OPERATOR from fulfilling its obligations under the TPA CODE.
- (f) Following its determination in accordance with AA 3.2(a), OPERATOR shall update any information previously published in relation to such SECONDARY UTILISATION SLOTS as soon as reasonably practicable.

3.3 SURRENDERED UTILISATION SLOT

- (a) Any person who meets the ACCESS REQUIREMENTS in accordance with AA 2.0, including an existing CAPACITY USER, may become an APPLICANT for SURRENDERED UTILISATION SLOTS by submitting an ACCESS REQUEST for the SURRENDERED UTILISATION SLOTS to OPERATOR within seven (7) days from the date of announcement of the SURRENDERED UTILISATION SLOTS availability in the Operators' website.
- (b) ACCESS REQUESTS for SURRENDERED UTILISATION SLOTS shall be processed and allocated by OPERATOR on a "first come, first served" basis no later than thirty (30) days after OPERATOR'S receipt of the relevant ACCESS REQUEST, provided that, in the event OPERATOR is processing more than one ACCESS REQUEST at any point in time, OPERATOR shall allocate SURRENDERED UTILISATION SLOTS on the following priority basis:
 - (i) ACCESS REQUESTS to become a SURRENDERED UTILISATION SLOT CAPACITY USER starting with the ACCESS REQUESTS with the largest UTILISATION SLOTS which matches the SURRENDERED UTILISATION SLOTS being offered and working downwards the amount of capacity, comprising (without double counting), the delivery period for any SEND OUT GAS- and an indicative and nonbinding SEND OUT GAS redelivery profile.
- (c) Upon approval by OPERATOR of the ACCESS REQUEST from the APPLICANT, OPERATOR shall inform the SURRENDERING CAPACITY USER of the request and shall facilitate the discussion between the APPLICANT and the SURRENDERING CAPACITY USER to agree on the RISK ALLOCATION PREMIUM or RISK ALLOCATION DISCOUNT.
- (d) OPERATOR may allocate any SURRENDERED UTILISATION SLOTS to one or more APPLICANTS by issuing a SURRENDERED UTILISATION SLOTS CONFIRMATION NOTICE to such CAPACITY USERS with respect to such UTILISATION SLOTS upon receipt by OPERATOR of the PRIMARY COLLATERAL and/or ADDITIONAL COLLATERAL (if required), subject always to the issuance of such SURRENDERED UTILISATION SLOTS CONFIRMATION NOTICE shall not be preventing OPERATOR from fulfilling its obligations under the TPA CODE.
- (e) Following its determination in accordance with AA 3.2(a), OPERATOR shall update any information previously published in relation to such SURRENDERED UTILISATION SLOTS as soon as reasonably practicable.

3.4 USE IT OR LOSE IT UTILISATION SLOT

- (a) Any person who meets the ACCESS REQUIREMENTS in accordance with AA 2.0, including an existing CAPACITY USER, may become an APPLICANT for UIOLI UTILISATION SLOTS by submitting an ACCESS REQUEST for the UIOLI

UTILISATION SLOTS to OPERATOR within seven (7) days from the date of announcement of the UIOLI UTILISATION SLOTS availability in the Operators' website.

ACCESS REQUESTS for UIOLI UTILISATION SLOTS shall be processed and allocated by OPERATOR on a "first come, first served" basis no later than thirty (30) days after OPERATOR'S receipt of the relevant ACCESS REQUEST, provided that, in the event OPERATOR is processing more than one ACCESS REQUEST at any point in time, OPERATOR shall process the ACCESS REQUESTS to become a UIOLI CAPACITY USER starting with the ACCESS REQUESTS with the largest UTILISATION SLOTS which matches the UIOLI UTILISATION SLOTS being offered and working downwards.

- (b) OPERATOR may allocate any UIOLI UTILISATION SLOTS to one or more APPLICANTS by issuing a UIOLI UTILISATION SLOTS CONFIRMATION NOTICE to such CAPACITY USERS with respect to such UTILISATION SLOTS, subject always to the issuance of such UIOLI UTILISATION SLOTS CONFIRMATION NOTICE shall not be preventing OPERATOR from fulfilling its obligations under the TPA CODE.
- (c) Following its determination in accordance with AA 3.2(a), OPERATOR shall update any information previously published in relation to such UIOLI UTILISATION SLOTS as soon as reasonably practicable.

3A. OPEN SEASON

- (a) When required by the TPA CODE, OPERATOR will carry out an "open season" to assess market demand for the UTILISATION SLOTS by evaluating the need for UTILISATION SLOTS and the possibility of an expansion of the RECEIVING FACILITY. This open season will be carried out in accordance with this AA3A, the TPA CODE and any applicable guidelines published by the ENERGY COMMISSION.
- (b) If OPERATOR is required to carry out an open season, OPERATOR will publish on its public website an invitation to CAPACITY USERS and prospective CAPACITY USERS to:
 - (i) apply for new UTILISATION SLOTS, by submitting an application in the form and time period required by OPERATOR; or
 - (ii) relinquish existing UTILISATIONS SLOTS, by submitting an application in the form and time period required by OPERATOR,

("OPEN SEASON INVITATION").
- (c) OPERATOR will also circulate the OPEN SEASON INVITATION to all CAPACITY USERS.
- (d) OPERATOR will promptly assess any responses received to the OPEN SEASON INVITATION. If OPERATOR concludes that any request for new UTILISATION SLOTS can be met without an expansion of the RECEIVING FACILITY, OPERATOR will allocate the available UTILISATION SLOTS to the PARTICIPATING CAPACITY USERS in accordance with the AA 2.0 and AA 3.0.
- (e) If OPERATOR concludes that any request for new UTILISATION SLOTS cannot be met without an expansion of the RECEIVING FACILITY, OPERATOR will develop a detailed plan for meeting that unmet ACCESS REQUEST in accordance with the TPA CODE (**"EXPANSION PLAN"**).

- (f) The EXPANSION PLAN will be approved by the ENERGY COMMISSION in accordance with the TPA CODE. OPERATOR will provide a copy of the approved EXPANSION PLAN to all PARTICIPATING CAPACITY USERS, provided that OPERATOR may redact from such EXPANSION PLAN any commercially sensitive information or information that is confidential to third parties.
- (g) If a PARTICIPATING CAPACITY USER agrees to the approved EXPANSION PLAN and is required by OPERATOR, in accordance with the EXPANSION PLAN, to register for the proposed additional RECEIVING FACILITY CAPACITY, it must enter into a binding agreement with OPERATOR giving effect to its registration, in the form reasonably required by OPERATOR and approved by the ENERGY COMMISSION.
- (h) OPERATOR will implement and comply with the EXPANSION PLAN. Upon completion of the EXPANSION PLAN, the PARTICIPATING CAPACITY USERS who have executed a binding agreement with OPERATOR as contemplated in AA 3.A(g) will each enter into an agreement with OPERATOR (in the form of the TERMINAL USE AGREEMENT or, where the PARTICIPATING CAPACITY USER is party to an existing TERMINAL USE AGREEMENT with OPERATOR, an amended TERMINAL USE AGREEMENT), which sets out the terms and conditions on which the PARTICIPATING CAPACITY USER will receive SERVICES in respect of the additional UTILISATION SLOTS.

4.0 SERVICES

4.1 Services to be provided to CAPACITY USER

During each CONTRACT YEAR and subject to the issuance of the relevant CONFIRMATION NOTICE, OPERATOR shall make available;

- (a) REGASIFICATION SERVICES during any UTILISATION SLOTS awarded to CAPACITY USER;
- (b) BONDED WAREHOUSE SERVICES; and
- (c) other services that maybe offered by OPERATOR from time to time in relation to the RECEIVING TERMINAL

including in each case services relating to the measurement and testing of LNG and NATURAL GAS, the maintenance of an inventory tracking and management service, AUXILIARY SERVICES and any other services that are related to the provision of the REGASIFICATION SERVICES, as applicable (together "**SERVICES**"). CAPACITY USERS acknowledge that the commercial terms for the provision of any AUXILIARY SERVICES are to be negotiated and agreed between OPERATOR and the relevant CAPACITY USER (on an individual basis) and recorded in such CAPACITY USER's TERMINAL USE AGREEMENT.

4.2 Reduction in SERVICES

- (a) If OPERATOR is unable to provide SERVICES to one or more CAPACITY USERS, including as a result of an EVENT OF FORCE MAJEURE and circumstances where OPERATOR may suspend SERVICES pursuant to AA 4.3, OPERATOR shall reschedule the affected UTILISATION SLOTS to the next AVAILABLE UTILISATION SLOT provided that there shall be no obligation on OPERATOR to change any UTILISATION SLOT awarded to CAPACITY USERS.
- (b) If OPERATOR reduces or curtails the SERVICES ENTITLEMENT of CAPACITY USER due to reasons attributable to OPERATOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OPERATOR shall, subject to AA 16.5(a), protect, indemnify,

defend and hold harmless CAPACITY USER for the direct costs, losses and expenses reasonably incurred by CAPACITY USER as a result of the reduction or curtailment in its SERVICES ENTITLEMENT.

4.3 Suspension of Service

OPERATOR may, for the duration of any ADVERSE WEATHER CONDITIONS, temporarily suspend affected operations at the LNG JETTY SUBSTRUCTURE, where in OPERATOR'S sole opinion, it is necessary to do so for safety reasons related to the ADVERSE WEATHER CONDITIONS. OPERATOR shall notify CAPACITY USER of such suspension as soon as reasonably practicable in accordance with AA 25.0.

In the event where OPERATOR may provide the SERVICE in part but not in full, OPERATOR shall give priority to the CAPACITY USER in the following order:

- (a) first in respect of PRIMARY UTILISATION SLOTS (and as between such CAPACITY USERS in descending order of their respective numbers of COMMITTED UTILISATION SLOTS)
- (b) second in respect of SECONDARY UTILISATION SLOTS (and as between such CAPACITY USERS in descending order of their respective numbers of COMMITTED UTILISATION SLOTS); and

finally in respect of other UTILISATION SLOTS awarded to CAPACITY USERS.

4.4 SECURITY OF SUPPLY

In the event of a national security of supply crisis and a government directive relating to the security of gas supply to Peninsular Malaysia is issued in relation to, the PARTIES acknowledge and agree that such government directive, to the extent that it affects the RECEIVING FACILITY and is inconsistent with the TERMINAL USE AGREEMENT, shall prevail over the terms of the TERMINAL USE AGREEMENT.

5.0 FEES

5.1 Fees for UTILISATION SLOTS AND other services

Subject to the other provisions of this ACCESS ARRANGEMENT, CAPACITY USER shall pay to the OPERATOR the following fees ("FEES") for UTILISATION SLOTS awarded to it:

- (a) in respect of a PRIMARY UTILISATION SLOT, the sum as shall be published by the OPERATOR from time to time in its website based on the fees as approved by the COMMISSION (the "BASE FEE");
- (b) in respect of a SECONDARY UTILISATION SLOT, SURRENDERED UTILISATION SLOT and the UIOLI UTILISATION SLOT, the sum of:
 - (i) the BASE FEE; and
 - (ii) if applicable, the RISK ALLOCATION PREMIUM or RISK ALLOCATION DISCOUNT
- (c) In respect of OPERATOR'S exercise of its discretion under AA7.12(h), the VIRTUAL STORAGE FEE
- (d) in respect of any BONDED WAREHOUSE SERVICES, the BONDED WAREHOUSE FEE;

5.2 Consequences of surrendering a SURRENDERED UTILISATION SLOTS

- (a) If:
- (i) CAPACITY USER surrenders a UTILISATION SLOT awarded to it on or before the SURRENDERED UTILISATION SLOT DEADLINE; and
 - (ii) such UTILISATION SLOT is not subsequently re-awarded to a different CAPACITY USER in accordance with AA 26.6,
- then CAPACITY USER shall remain obliged to pay the FEES for such UTILISATION SLOT calculated pursuant to AA 5.1.
- (b) If:
- (i) CAPACITY USER surrenders a UTILISATION SLOT awarded to it on or before the SURRENDERED UTILISATION SLOT DEADLINE; and
 - (ii) such UTILISATION SLOT is subsequently re-awarded to a different CAPACITY USER in accordance with AA 26.6:
- then:
- (iii) SURRENDERING CAPACITY USER shall not be liable for the BASE FEES for such UTILISATION SLOT calculated pursuant to AA 5.1;
 - (iv) OPERATOR shall pay to SURRENDERING CAPACITY USER the SLOT REALLOCATION PREMIUM paid by the CAPACITY USER to which such SLOT has been allocated pursuant to AA 26.6; and.
 - (v) any COLLATERAL provided by CAPACITY USER in relation to such SURRENDERED UTILISATION SLOT shall be released.

5.3 Consequences of giving back a UIOLI UTILISATION SLOTS

- (a) If a UTILISATION SLOT awarded to CAPACITY USER becomes a UIOLI UTILISATION SLOT pursuant to AA 26.7:
- (i) In the case where the UIOLI UTILISATION SLOT is not re-awarded to another APPLICANT, OPERATOR shall issue an invoice to the relevant CAPACITY USER (each shall be "UIOLI CAPACITY USER") for the FEE applicable to such UIOLI UTILISATION SLOT which shall be payable within thirty (30) days following the issuance of such invoice; and
 - (ii) any ADDITIONAL COLLATERAL provided in relation to such UIOLI UTILISATION SLOT shall be released upon the payment in full of the UIOLI UTILISATION SLOT FEE by such CAPACITY USER,
- OR
- (i) in the case where the UIOLI UTILISATION SLOT is re-awarded to another CAPACITY USER, OPERATOR shall immediately issue invoices to:
 - (ii) CAPACITY USER who was awarded with the UIOLI UTILISATION SLOTS, the FEE minus the RISK ALLOCATION PREMIUM; and
 - (a) UIOLI CAPACITY USER, the amount equivalent to the RISK ALLOCATION PREMIUM.

- 5.4** CAPACITY USER shall not pay the FEES for any GAS DAYS during which the RECEIVING FACILITY is UNAVAILABLE due to OPERATOR's own WILFUL MISCONDUCT OR GROSS NEGLIGENCE (and any reduction in the FEE as a result of the RECEIVING FACILITY being UNAVAILABLE for less than a whole GAS DAY shall be calculated on a pro rata basis to the nearest hour).
- 5.5** If relevant, the calculation of the BONDED WAREHOUSE FEE for each CONTRACT MONTH shall be published at ELECTRONIC COMMUNICATION SYSTEM.
- 5.6** OPERATOR shall promptly notify CAPACITY USER on any changes of the published BONDED WAREHOUSE FEE.

6.0 LNG VESSELS

6.1 LNG VESSELS' Specification

- (a) CAPACITY USER shall ensure that, subject to any deviations agreed in writing with OPERATOR, only LNG VESSELS which have been approved by OPERATOR in accordance with the TERMINAL INFORMATION BOOKLET as meeting the LNG VESSELS SPECIFICATIONS and being in all respects compatible with the RECEIVING FACILITY shall be utilised by the CAPACITY USER.
- (b) CAPACITY USER shall ensure that each of the LNG VESSELS must:
- (i) be operated and maintained in good working order in accordance with all APPLICABLE LAWS, AUTHORISATIONS, INTERNATIONAL LNG VESSEL STANDARDS and, to the extent not inconsistent with the foregoing, such good and prudent practices as are generally followed in the LNG industry by REASONABLE AND PRUDENT OPERATORS of LNG carriers;
 - (ii) be managed by a reputable ship manager;
 - (iii) be operated and maintained by:
 - (A) a competent and reputable vessel operator;
 - (B) officers and crew who have the ability, experience, licences and training commensurate with the performance of their duties in accordance with INTERNATIONAL LNG VESSEL STANDARDS and as required by any GOVERNMENTAL AUTHORITY and any labour organisation having jurisdiction over the LNG VESSEL or its crew;
 - (C) cargo officers and other officers, who may reasonably need to communicate with OPERATOR, who speak English;
 - (D) a master who has been trained and certified to a standard customary for an operator of a first-class LNG vessel of the type and tonnage of the LNG VESSEL and who is fluent in written and oral English ("MASTER");
 - (E) a chief engineer, chief mate and cargo engineer (and such other officers of the LNG VESSEL having responsibilities associated with the preparation of the LNG VESSEL for unloading) who have been trained and certified to a standard customary for an operator of a first-class LNG vessel of the type and tonnage of the LNG VESSEL and who are fluent in written and oral English; and

- (F) shipboard personnel who hold valid certificates of competence in accordance with the requirements of the law of the flag state of the LNG VESSEL and APPLICABLE LAWS and AUTHORISATIONS;
- (iv) be inspected by a SIRE ACCREDITED INSPECTOR, pursuant to AA 6.3; and
- (v) be inspected by MMS pursuant to AA 6.3 and in accordance with the TERMINAL INFORMATION BOOKLET.

6.2 Compatibility and Inspections

CAPACITY USER shall ensure that, subject to any deviations agreed in writing with OPERATOR, only LNG VESSELS which have been approved by OPERATOR in accordance with the TERMINAL INFORMATION BOOKLET as meeting the LNG VESSELS SPECIFICATIONS and being in all respects compatible with the RECEIVING FACILITY call at the RECEIVING FACILITY.

- (a) CAPACITY USER shall ensure that:
 - (i) its LNG VESSELS are fully compatible with the RECEIVING FACILITY; and
 - (ii) its LNG VESSELS are capable of:
 - (A) navigating and manoeuvring within the SUNGAI UDANG PORT LIMIT; and
 - (B) reaching the RECEIVING FACILITY, discharging LNG, reloading LNG and departing the RECEIVING FACILITY,

in all cases in accordance with all APPLICABLE LAWS and AUTHORISATIONS.

- (b) OPERATOR shall provide reasonable assistance to CAPACITY USER in carrying out the due diligence necessary to comply with AA 6.2(a) above.
- (c) CAPACITY USER shall provide OPERATOR with sufficient details of its LNG VESSELS to allow OPERATOR or a third party appointed by the CAPACITY USER to conduct a compatibility study between the RECEIVING FACILITY and each LNG VESSEL so as to allow OPERATOR to verify the compatibility of each LNG VESSEL with the RECEIVING FACILITY and each LNG VESSEL's compliance with all INTERNATIONAL LNG VESSEL STANDARDS, APPLICABLE LAWS and AUTHORISATIONS. OPERATOR shall inform CAPACITY USER of the results of the review of all information provided pursuant to this AA 6.2(c) as soon as reasonably practicable in writing and shall provide the spreadsheet of ship shore compatibility requirements.
- (d) OPERATOR shall, with the consent of the LNG VESSEL's MASTER (such consent not to be unreasonably withheld or delayed), have the right to board any LNG VESSEL whilst it is at berth at the RECEIVING FACILITY for the sole purpose of conducting an inspection of the LNG VESSEL in the presence of a designated crew member escort. OPERATOR will inform the MASTER of the LNG VESSEL of the results of the inspection.
- (e) A list of remarks and/or irregularities arising from the inspection conducted in accordance with AA 6.2(d) if any, shall be immediately provided to the MASTER at the conclusion of the inspection. The list of the remarks and irregularities shall also be provided to CAPACITY USER and/or all relevant parties. To the extent any such inspection reveals (in the reasonable opinion of OPERATOR) any failure by an LNG

VESSEL to comply with the terms of this ACCESS ARRANGEMENT, such LNG VESSEL shall cease to be an approved LNG VESSEL until such time as the failure to comply with the terms of this ACCESS ARRANGEMENT is remedied. CAPACITY USER shall provide an implementation schedule, which shall be in form and substance acceptable to OPERATOR, of the corrective actions and such certificates from the LNG VESSEL operator of such LNG VESSEL as OPERATOR may reasonably require to verify that the identified failure by an LNG VESSEL to comply with the terms of this ACCESS ARRANGEMENT has been remedied prior to the restoration of such LNG VESSEL's status as an approved LNG VESSEL.

- (f) No inspection (or lack thereof) or approval of the LNG VESSEL by OPERATOR, or any requests or observations made to CAPACITY USER or its representatives by or on behalf of OPERATOR in connection with any such inspection or approval, shall of itself:
 - (i) modify or amend CAPACITY USER'S obligations, representations, warranties and covenants under this ACCESS ARRANGEMENT; or
 - (ii) constitute an acceptance or waiver by OPERATOR of CAPACITY USER'S obligations under this ACCESS ARRANGEMENT.
- (g) Once OPERATOR is satisfied that the LNG VESSEL is compatible with the RECEIVING FACILITY, the nominated LNG VESSEL shall be deemed approved by issuance of Certificate of Acceptance and can be nominated in the issued THREE MONTH OPERATION SCHEDULE in accordance with this ACCESS ARRANGEMENT.

6.3 LNG VESSEL Inspection

- (a) Each LNG VESSEL nominated by CAPACITY USER for use at the RECEIVING FACILITY shall, at CAPACITY USER'S cost and expense, be inspected and reported upon by a SIRE ACCREDITED INSPECTOR and MMS.
- (b) CAPACITY USER acknowledges that each report issued by a SIRE ACCREDITED INSPECTOR and MMS for each LNG VESSEL shall have a validity period and CAPACITY USER shall ensure that a report issued in respect of an LNG VESSEL nominated by CAPACITY USER shall be valid for the period during which such LNG VESSEL is berthed at the RECEIVING FACILITY. In the case of a report issued by a SIRE ACCREDITED INSPECTOR, the validity period shall be as determined pursuant to Schedule 1. In the case of a report issued by MMS, the validity period shall be determined pursuant to the TERMINAL INFORMATION BOOKLET.
- (c) If there are any material deficiencies noted in the inspection reports in respect of an LNG VESSEL made pursuant to AA 6.3(a), OPERATOR may by written notice to CAPACITY USER determine that such LNG VESSEL shall cease to be an approved LNG VESSEL until the material deficiencies have been remedied to OPERATOR'S reasonable satisfaction.

6.4 LNG VESSELS' non-compliance to LNG VESSELS' SPECIFICATION AFTER LNG VESSEL APPROVAL

- (a) OPERATOR is under no obligation to accept, and may reject, delivery of LNG from an LNG VESSEL that does not meet the requirements of this AA 6.0.
- (b) OPERATOR shall not be in breach of its obligations under this ACCESS ARRANGEMENT to the extent that a breach would, but for this provision, arise as a result of or in connection with the fact that the LNG VESSEL does not meet the LNG VESSELS SPECIFICATION.

- (c) CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR for and against any direct costs, losses and expenses reasonably incurred by OPERATOR arising as a result of berthing, servicing, discharging and reloading LNG from and/or preparing for departure any LNG VESSEL that does not meet the requirements of this AA 6.0 that OPERATOR would not have incurred had the LNG VESSEL met the requirements of this AA 6.0.

6.5 Authorisations

CAPACITY USER shall promptly:

- (a) obtain, comply with and do or cause to obtain, comply and do all that is necessary to maintain in full force; and
- (b) once obtained, supply a certified copy to OPERATOR of,

any AUTHORISATIONS required under any APPLICABLE LAWS or any INTERNATIONAL LNG VESSEL STANDARDS to enable CAPACITY USER (or its nominated authorised representative) to:

- (i) charter each of the LNG VESSELS;
- (ii) navigate the LNG VESSELS in the territorial waters of Malaysia;
- (iii) berth the LNG VESSELS at the RECEIVING FACILITY;
- (iv) discharge LNG from the LNG VESSELS at the LNG UNLOAD POINT; and
- (v) otherwise perform its obligations in relation to the LNG VESSELS under this ACCESS ARRANGEMENT.

7.0 NOMINATIONS AND SCHEDULING

7.1 ANNUAL UTILISATION SLOT

By 15th September prior to the start of each CONTRACT YEAR, OPERATOR shall publish on the ELECTRONIC COMMUNICATION SYSTEM the number of available PRIMARY UTILISATION SLOTS or such other number as the OPERATOR may determine per CONTRACT YEAR during the immediately following CONTRACT YEAR, minus any UTILISATION SLOTS previously awarded to a CAPACITY USER (each a “**AVAILABLE UTILISATION SLOT**”).

7.2 ANNUAL NOMINATION SCHEDULE

- (a) Between 15th September to 15th October prior to the start of each CONTRACT YEAR, each existing CAPACITY USER will give OPERATOR a proposed nomination schedule.
- (b) Such nomination schedule made in accordance with AA 7.2(a) shall have an indication as to:
 - (i) the number of UTILISATION SLOTS commencing during such CONTRACT YEAR which it wishes to be awarded;
 - (ii) the date on which the CAPACITY USER wishes any UTILISATION SLOT to commence;
 - (iii) whether the CAPACITY USER wishes any UTILISATION SLOT to be adjusted pursuant to AA 7.9(a)(iv),

- (iv) daily send out nomination

in each case, taking into account: (a) any applicable restrictions contained or referred to in the TERMINAL INFORMATION BOOKLET and regulations applicable in the SUNGAI UDANG PORT LIMIT; (b) any relevant planned construction, repair and/or maintenance on the PGU NETWORK; and (c) periods of unavailability of facilities at the RECEIVING FACILITY indicated by the then current ANNUAL MAINTENANCE PROGRAMME.

7.3 OPERATOR to provide PRELIMINARY ANNUAL OPERATION SCHEDULE

- (a) OPERATOR will by no later than 31st October prior to the start of each CONTRACT YEAR, publish on the ELECTRONIC COMMUNICATION SYSTEM the details of CAPACITY USERS' ANNUAL NOMINATION SCHEDULES ("**PRELIMINARY ANNUAL OPERATION SCHEDULE**") comprising:
 - (i) Existing CAPACITY USERS nomination schedules;
 - (ii) details of whether OPERATOR may be able to meet any request by a CAPACITY USER for a particular date on which the CAPACITY USER wishes any provisionally awarded UTILISATION SLOT to occur requested in accordance with AA 7.2(b)(i), subject to confirmation in accordance with AA 7.9(a)(ii);
 - (iii) details of whether OPERATOR may be able to meet any request by a CAPACITY USER for any adjustments to a provisionally awarded UTILISATION SLOT requested in accordance with AA 7.2(b)(iii), subject to confirmation in accordance with AA 7.9(a)(iv),
- (b) In preparing the PRELIMINARY ANNUAL OPERATION SCHEDULE, OPERATOR shall clearly identify and explain each scheduling conflict (such as a conflict between requests for a particular ~~FUTURE~~ UTILISATION SLOT).

7.4 Resolution of scheduling conflicts

- (a) If the PRELIMINARY ANNUAL OPERATION SCHEDULE shows any scheduling conflicts then, by no later than fifteen (15) days following the publication of the PRELIMINARY ANNUAL OPERATION SCHEDULE, OPERATOR shall discuss with the applicable CAPACITY USERS to resolve those scheduling conflicts.
- (b) If by 15th November, the OPERATOR and the CAPACITY USERS unable to resolve the scheduling conflicts, then any resolution of those scheduling conflicts must be consistent with the following principle:
 - (i) CAPACITY USER, with the highest number of UTILISATIONS SLOTS during the scheduling conflict, will have priority in the earliest scheduling conflict involving itself;
 - (ii) CAPACITY USER, with the second highest number of UTILISATION SLOTS during the scheduling conflict will have priority in the subsequent scheduling conflict involving itself, excluding the resolved conflict in (i);
 - (iii) CAPACITY USER, with the third highest number of UTILISATION SLOTS during the scheduling conflict, will have priority in the subsequent scheduling conflict involving itself, excluding the resolved conflicts in (i) and (ii), and so on-

- (iv) Process is continued, working downwards based on the CAPACITY USER size, and repeated until all conflicting schedules have been resolved; and
- (v) must ensure that OPERATOR maintains the MINIMUM HEEL REQUIREMENT at all times.

7.5 Annual Operation Schedule

- (a) By no later than 1st December prior to the start of each CONTRACT YEAR, OPERATOR will publish on the ELECTRONIC COMMUNICATION SYSTEM the details of the ANNUAL OPERATION SCHEDULE ("**ANNUAL OPERATION SCHEDULE**") comprising:
 - (i) UTILISATION SLOTS awarded to each CAPACITY USER, provided that the CAPACITY USER has provided any required PRIMARY COLLATERAL in accordance with AA 8.1;
 - (ii) details of whether OPERATOR may be able to meet any request by a CAPACITY USER for a particular date on which the CAPACITY USER wishes any provisionally awarded UTILISATION SLOT to occur requested in accordance with AA 7.2(b)(i), subject to confirmation in accordance with AA 7.9(a)(ii).
 - (iii) details of whether OPERATOR may be able to meet any request by a CAPACITY USER for any adjustment to a provisionally awarded UTILISATION SLOT requested in accordance with AA 7.2(b)(iii), subject to confirmation in accordance with AA 7.9(a)(iv).
- (b) The ANNUAL OPERATION SCHEDULE shall be, as appropriate, the PRELIMINARY ANNUAL OPERATION SCHEDULE if there are no conflicts and any required PRIMARY COLLATERAL is provided in accordance with AA 8.1.

7.6 Adjustments to dates and duration of UTILISATION SLOT

- (a) During the period between the publication of the ANNUAL OPERATION SCHEDULE and the THREE MONTH NOMINATION SCHEDULE, OPERATOR and each CAPACITY USER shall discuss regularly:
 - (i) the date of any UTILISATION SLOT awarded to a CAPACITY USER shall commence;
 - (ii) whether OPERATOR may be able to adjust any UTILISATION SLOT awarded to a CAPACITY USER,

to try to settle both matters as soon as reasonably practicable and OPERATOR shall use reasonable endeavours to meet the requests of each CAPACITY USER, taking into account any technical or operational restraints at the RECEIVING FACILITY.

7.7 SECONDARY REGASIFICATION PERIODS, SURRENDERED REGASIFICATION PERIODS and UIOLI REGASIFICATION PERIODS

- (a) OPERATOR will maintain on the ELECTRONIC COMMUNICATION SYSTEM an up-to-date list of any:
 - (i) SECONDARY UTILISATION SLOTS;
 - (ii) SURRENDERED UTILISATION SLOTS; or

(iii) UIOLI UTILISATION SLOTS,

including details of:

(iv) any technical constraints in respect of each such UTILISATION SLOT;

(v) the date on which each such UTILISATION SLOT is likely to commence, subject to confirmation in accordance with AA 7.9(a)(ii); and

7.8 THREE MONTH NOMINATION SCHEDULE

(a) By no later than the twentieth (20th) day of each CONTRACT MONTH, CAPACITY USER will give OPERATOR a proposed nomination schedule ("**THREE MONTH NOMINATION SCHEDULE**") specifying:

(i) any UTILISATION SLOTS awarded to it under the ANNUAL OPERATION SCHEDULE or AA 7.7 for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH;

(ii) the relevant CARGO size to be unloaded at the RECEIVING FACILITY for each UTILISATION SLOT awarded to it under the ANNUAL OPERATION SCHEDULE or AA 7.7 for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH;

(iii) the nomination and forecast to be provided pursuant to AA 7.12; and

(iv) its nomination in respect of each LNG VESSEL provisionally nominated for the delivery of LNG for each UTILISATION SLOT awarded to it under the ANNUAL OPERATION SCHEDULE or AA 7.7 for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH, provided that the CAPACITY USER may only nominate LNG VESSELS that comply, or will comply at the time of delivery of the relevant CARGO, with the LNG VESSELS SPECIFICATIONS, the TERMINAL USE AGREEMENT and the regulations applicable in the SUNGAI UDANG PORT LIMIT.

(b) Each THREE MONTH NOMINATION SCHEDULE must be consistent with the then current ANNUAL OPERATION SCHEDULE and any UTILISATION SLOTS awarded under AA 7.7 as far as practicable.

7.9 THREE MONTH OPERATION SCHEDULES

(a) By no later than the twenty second (22nd) day of each month during the TERM, OPERATOR will publish on the ELECTRONIC COMMUNICATION SYSTEM a draft schedule including each CAPACITY USER'S THREE MONTH NOMINATION SCHEDULE and specifying for the three (3) CONTRACT MONTH period commencing on the first (1st) day of the next CONTRACT MONTH:

(i) any UTILISATION SLOTS awarded to each CAPACITY USER for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH;

(ii) the dates of each UTILISATION SLOT awarded to each CAPACITY USER for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH, which shall have been determined during discussions between OPERATOR and the CAPACITY USER which occurred in accordance with AA 7.6;

- (iii) the BERTHING SLOTS for the unloading of each UTILISATION SLOT (together with the relevant CARGO sizes) awarded to each CAPACITY USER for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH;
- (iv) any adjustments to each UTILISATION SLOT awarded to each CAPACITY USER for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH, which shall have been determined during discussions between OPERATOR and the CAPACITY USER which occurred in accordance with AA 7.6;
- (v) the "SCHEDULED DAILY GAS QUANTITY" for each GAS DAY as determined in accordance with AA 7.12; and
- (vi) each LNG VESSEL provisionally nominated for the delivery of LNG for each UTILISATION SLOT awarded to each CAPACITY USER for the three (3) CONTRACT MONTHS commencing on the first (1st) day of the next CONTRACT MONTH,

provided that each CAPACITY USER shall only be able to view which UTILISATION SLOTS have been awarded to it and the details of such UTILISATION SLOTS as set out in AA 7.9(a)(ii) to 7.9(a)(vi).

- (b) If the draft schedule published by the OPERATOR shows no:
 - (i) scheduling conflicts (such as conflicts with the ANNUAL MAINTENANCE PROGRAMME); or
 - (ii) requests for UTILISATION SLOTS already assigned to another CAPACITY USER; or
 - (iii) conflicting requests for a UTILISATION SLOTS;

then that schedule will be the THREE OPERATION MONTH SCHEDULE and will amend the ANNUAL OPERATION SCHEDULE.

- (c) If the draft schedule published by the OPERATOR pursuant to AA7.9(a) shows a scheduling conflict of any type set out in AA 7.9(b), then OPERATOR will clearly identify such conflict, with an explanation of the conflict and, by no later than the twenty fifth (25th) day of that month, OPERATOR shall discuss with the applicable CAPACITY USERS to resolve those scheduling conflicts. Any resolution of those scheduling conflicts must be consistent with the principle set forth in AA 7.4 and must ensure that OPERATOR maintains the MINIMUM HEEL REQUIREMENT at all times. Furthermore, OPERATOR shall use REASONABLE ENDEAVOURS to reschedule periods of unavailability of facilities at the RECEIVING FACILITY as then set forth in the then current ANNUAL MAINTENANCE PROGRAMME that would result in any scheduling conflicts; provided that, if rescheduling would require OPERATOR to incur additional cost, OPERATOR shall provide the relevant CAPACITY USER with a good faith estimate of such costs, and OPERATOR will reschedule the periods of unavailability if and only if that CAPACITY USER agrees to pay the actual costs resulting from such rescheduling. Subject to the requirements of this AA 7.9(c), the agreed schedule will be the THREE MONTH OPERATION SCHEDULE and will be published on the ELECTRONIC COMMUNICATION SYSTEM by OPERATOR as soon as reasonably practicable and in any event no later than the twenty seventh (27th) day of that month.

- (d) If CAPACITY USERS are unable to resolve the scheduling conflicts, then the THREE MONTH OPERATION SCHEDULE (to be published by OPERATOR no later than the twenty seventh (27th) day of that month) shall reflect the then existing ANNUAL OPERATION SCHEDULE.
- (e) The THREE MONTH OPERATION SCHEDULE shall be binding and firm for the first CONTRACT MONTH and provisional for the second and third CONTRACT MONTHS.
- (f) Except for the first CONTRACT MONTH, the THREE MONTH NOMINATION SCHEDULE and the THREE MONTH OPERATION SCHEDULE may be adjusted to take into account any UTILISATION SLOTS awarded to each CAPACITY USER under AA 7.7.

7.10 CAPACITY USER changes to ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE

- (a) CAPACITY USER may at any time request changes to an ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE by providing OPERATOR with the details of such proposed changes.
- (b) OPERATOR will:
 - (i) consider requests by CAPACITY USERS to change an ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE on a first-come, first-served basis;
 - (ii) consult with the other CAPACITY USERS;
 - (iii) not accept any proposed change without the consent of any CAPACITY USER who is adversely affected by the proposed change; and accept or reject the request and/or any proposed alternative change provided that, if rescheduling would require OPERATOR to incur additional cost, OPERATOR shall provide the relevant CAPACITY USER with a good faith estimate of such costs, and OPERATOR will reschedule the relevant periods of facility unavailability if and only if that CAPACITY USER agrees to pay the actual costs resulting from such rescheduling; and
 - (iv) If OPERATOR approves the requested change, then as soon as reasonably practicable it will publish a revised ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE (or details of the applicable revisions) on the ELECTRONIC COMMUNICATION SYSTEM.
- (c) OPERATOR shall not unreasonably withhold its consent to requested changes to the ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE, provided that OPERATOR shall not be required to accommodate any such requested change if:
 - (i) it would have an adverse effect on the safe and reliable use of the RECEIVING FACILITY in accordance with the standards of a REASONABLE AND PRUDENT OPERATOR; or
 - (ii) It would have an adverse effect on OPERATOR'S ability to comply with its obligations to CAPACITY USERS or subject to OPERATOR to a material risk of liability for the cancellation of a UTILISATION SLOT.

7.11 OPERATOR changes to ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE

- (a) OPERATOR may revise an ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE of its own initiative only:
 - (i) after consultation with the affected CAPACITY USERS affected by the revision, if the MELAKA PORT AUTHORITY changes the available times for LNG VESSELS to enter and leave the SUNGAI UDANG PORT LIMIT; or
 - (ii) with the consent of each CAPACITY USER to whom a UTILISATION SLOT is allocated for which the SCHEDULED DATE OF ARRIVAL could be affected by the revision (such consent not to be unreasonably withheld or delayed); or
 - (iii) after consultation with all CAPACITY USERS affected by the revision, in any case where an EVENT OF FORCE MAJEURE affecting OPERATOR will prevent it from complying with its obligations to berth and unload LNG VESSELS in accordance with the ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE.
- (b) OPERATOR will publish a revised ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE (or details of the applicable revisions) on the ELECTRONIC COMMUNICATION SYSTEM as soon as reasonably practicable.
- (c) Where a change to an ANNUAL OPERATION SCHEDULE or THREE MONTH OPERATION SCHEDULE has been requested by OPERATOR or any CAPACITY USER, OPERATOR and CAPACITY USER agree to extend reasonable co-operation in respect of such requested changes to ensure smooth LNG VESSEL operations in relation to the RECEIVING FACILITY.

7.12 SEND OUT GAS NOMINATION

- (a) By no later than the twentieth (20th) day of each CONTRACT MONTH (M), CAPACITY USER shall provide in respect of each UTILISATION SLOT awarded to CAPACITY USER, as part of CAPACITY USER'S THREE MONTH NOMINATION SCHEDULE which is to be submitted pursuant to AA 7.8(a):
 - (i) a nomination to OPERATOR in respect of the daily quantity of NATURAL GAS required to be redelivered to CAPACITY USER on each GAS DAY during a UTILISATION SLOT awarded to CAPACITY USER over the immediately following CONTRACT MONTH (M+1) ("SCHEDULED MONTH") (the "SCHEDULED DAILY GAS QUANTITY") (and the sum of SCHEDULED DAILY GAS QUANTITIES shall be the "SCHEDULED MONTHLY GAS QUANTITY" for such SCHEDULED MONTH); and
 - (ii) a non-binding good faith forecast to OPERATOR in respect of the daily quantity of NATURAL GAS required to be redelivered to CAPACITY USER on each GAS DAY during a UTILISATION SLOT awarded to CAPACITY USER over the second and third succeeding CONTRACT MONTHS (M+2 and M+3).
- (b) Subject to AA 7.12(c), the "SCHEDULED DAILY GAS QUANTITY" for each GAS DAY shall be a quantity which is between CAPACITY USER'S MAXIMUM SEND OUT RATE and its MINIMUM SEND OUT RATE for that GAS DAY in such SCHEDULED MONTH. If CAPACITY USER fails to provide such nominations, its SCHEDULED DAILY GAS QUANTITY shall be deemed to be in accordance with the THREE MONTH OPERATION SCHEDULE.

- (c) CAPACITY USER may nominate to OPERATOR a "SCHEDULED DAILY GAS QUANTITY" for each GAS DAY and OPERATOR shall use reasonable endeavours to meet the nominations of such CAPACITY USER's request, taking into account any technical or operational restraints at the RECEIVING FACILITY and where more than one CAPACITY USER, OPERATOR shall give priority to the CAPACITY USER with the highest number of awarded UTILISATION SLOTS. In the event OPERATOR is unable to meet the nominations of such CAPACITY USER's request, such CAPACITY USER's "SCHEDULED DAILY GAS QUANTITY" shall be in accordance with AA 7.12(b).
- (d) Subject to the provisions of the INTER-CAPACITY USER AGREEMENT, CAPACITY USER may only nominate a quantity of SEND OUT GAS for delivery:
 - (i) that is not more than the quantity of LNG which CAPACITY USER has or will have stored in the LNG STORAGE TANK; and
 - (ii) at a rate of delivery that is not less than the MINIMUM SEND OUT RATE and not more than the MAXIMUM SEND OUT RATE.
- (e) OPERATOR shall review all DAILY SEND OUT GAS NOMINATIONS and other nominations submitted by CAPACITY USERS.
- (f) Following the submission of DAILY SEND OUT GAS NOMINATION for any GAS DAY, and the subsequent submission of revised DAILY SEND OUT GAS NOMINATIONS, OPERATOR shall notify each applicable CAPACITY USER of the amount of any DAILY SEND OUT GAS NOMINATION accepted by OPERATOR.
- (g) If CAPACITY USER submits a DAILY SEND OUT GAS NOMINATION for delivery of SEND OUT GAS that is greater than the quantity of LNG CAPACITY USER has stored, or will have stored, in the LNG STORAGE TANK, OPERATOR will notify CAPACITY USER and shall, in consultation with CAPACITY USER modify the DAILY SEND OUT GAS NOMINATION to a quantity of SEND OUT GAS that is equivalent to the quantity of LNG CAPACITY USER has stored in the FSUs (net of MINIMUM INVENTORY) at that time.
- (h) Notwithstanding the foregoing, for each GAS DAY during a UTILISATION SLOT awarded to CAPACITY USER, and subsequently with respect to each revision of a CAPACITY USER'S DAILY SEND OUT GAS NOMINATION for such GAS DAY, OPERATOR may at its discretion override the CAPACITY USER'S DAILY SEND OUT GAS NOMINATION in order to ensure that there is enough capacity in the LNG STORAGE TANK to receive LNG during the subsequent UTILISATION SLOTS, by regasification of the LNG to be stored at virtual storage facility.
- (i) The virtual storage mechanism is being implemented on trial basis until further notice. Further detail mechanisms will be introduced by OPERATOR upon approval from the ENERGY COMMISSION. OPERATOR's discretion to exercise the virtual storage facility will be based on the following principals:
 - (i) that there are multiple CAPACITY USERS utilising the SLOTS at the same time;
 - (ii) the DAILY SEND OUT schedule will be based on first-in-first-out basis;
 - (iii) there shall be no reloading of LNG allowed once the OPERATOR has exercise its right under AA 7.12(i)
- (j) OPERATOR shall notify CAPACITY USER promptly of its decision to accept or modify a DAILY SEND OUT GAS NOMINATION pursuant to AA 7.12(h) or its decision to exercise its right under AA 7.12(i) via the ELECTRONIC COMMUNICATION SYSTEM.

7.13 Nomination Principles

- (a) Notwithstanding any other provisions of this ACCESS ARRANGEMENT, OPERATOR shall only be required to comply with its obligations under this ACCESS ARRANGEMENT if doing so is in compliance with the FACILITY OPERATING PARAMETERS. OPERATOR shall be excused from any liability under this ACCESS ARRANGEMENT to the extent that compliance with the issued ANNUAL OPERATION SCHEDULE or the THREE MONTH OPERATION SCHEDULE or the daily nomination for SEND OUT GAS has caused, or would cause, OPERATOR not to comply with the FACILITY OPERATING PARAMETERS.
- (b) If OPERATOR considers that it is, or will be, unable to comply with the issued ANNUAL OPERATION SCHEDULE or the THREE MONTH OPERATION SCHEDULE or the daily nomination for SEND OUT GAS whilst complying with the FACILITY OPERATING PARAMETERS, OPERATOR may increase or reduce the send out rate of SEND OUT GAS and/or shutdown the RECEIVING FACILITY.
- (c) CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR for and against all direct costs, losses and expenses reasonably incurred by OPERATOR in the circumstances described in AA 7.13(b) as a result of an act or omission of CAPACITY USER.
- (d) If on any GAS DAY, CAPACITY USER fails to take NATURAL GAS at a rate which would be sufficient to meet OPERATOR'S SEND OUT RATE

OPERATOR shall have the right (from time to time) to use its discretion to manage the situation.

- (e) If on any GAS DAY:
 - (i) the aggregate quantity of NATURAL GAS taken by CAPACITY USER on each GAS DAY of the CONTRACT MONTH to date; plus
 - (ii) the quantity of NATURAL GAS scheduled to be made available for delivery on such GAS DAY pursuant to AA 7.12; plus
 - (iii) the quantity of NATURAL GAS nominated to be delivered on the following GAS DAY pursuant to AA 7.12, if applicable; plus
 - (iv) the sum of the SCHEDULED DAILY GAS QUANTITIES for the remaining GAS DAYS in the CONTRACT MONTH,

is less than SCHEDULED MONTHLY GAS QUANTITY or such failure is reasonably anticipated by OPERATOR to cause adverse impact on operations at the RECEIVING FACILITY (including where there may be insufficient storage space in the FSUs) during the CONTRACT MONTH and/or the following CONTRACT MONTH (a "FORECAST UNDERTAKE EVENT"), then OPERATOR shall determine the difference between (i) CAPACITY USER'S SCHEDULED DAILY GAS QUANTITIES and its MAXIMUM DAILY SEND OUT RATE for each GAS DAY of the CONTRACT MONTH, and shall have the right (from time to time) to use its discretion to manage the situation.

- (f) Upon the occurrence of a FORECAST UNDERTAKE EVENT where OPERATOR does not reasonably expect to be able to avoid adverse impact on operations at the RECEIVING FACILITY despite having first exercised reasonable efforts to utilise its authority provided under AA 7.13(e) above, OPERATOR may elect to cancel or delay unloading of one or more CARGOES, provided that:

- (i) if the affected CARGO would have been delivered for the account of CAPACITY USER who is responsible for the FORECAST UNDERTAKE EVENT, OPERATOR shall have no liability to such CAPACITY USER as a result of such cancellation or delay;
 - (ii) if the affected CARGO would have been delivered for the account of other CAPACITY USERS, then CAPACITY USER who is responsible for the FORECAST UNDERTAKE EVENT shall protect, indemnify, defend and hold harmless OPERATOR against its direct costs, losses and expenses reasonably incurred in relation to such other CAPACITY USER(S) under their respective TERMINAL USE AGREEMENT(S) as a result of or in connection with such FORECAST UNDERTAKE EVENT.
- (g) In the event a CARGO delay or cancellation is caused by more than one CAPACITY USER failing to take their respective SCHEDULED DAILY GAS QUANTITY, each of the responsible CAPACITY USERS shall, subject to AA 16.5(b) protect, indemnify, defend and hold harmless OPERATOR, against its direct costs, losses and expenses reasonably incurred in relation to any other CAPACITY USER under their respective TERMINAL USE AGREEMENTS, in proportion to each CAPACITY USER'S relative failure to take its SCHEDULED DAILY GAS QUANTITY.
- (h) CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR from its direct costs, losses and expenses reasonably incurred as a result of or in connection with the CAPACITY USER'S failure to accept redelivery of NATURAL GAS at its AGREED SEND OUT RATE, a FORECAST UNDERTAKE EVENT, and/or OPERATOR'S disposal of the CAPACITY USER'S LNG inventory and against OPERATOR'S liability to other CAPACITY USERS due to the CAPACITY USER'S failure to take NATURAL GAS at its AGREED SEND OUT RATE, and/or for a FORECAST UNDERTAKE EVENT.

8.0 PRIMARY COLLATERAL AND ADDITIONAL COLLATERAL

- 8.1** The APPLICANT and/or each CAPACITY USER shall furnish to the OPERATOR the PRIMARY COLLATERAL no later than seven days from the date of receipt by the CAPACITY USER the notice from OPERATOR regarding the provisionally awarded slots, which shall remain valid for the duration of the respective CONFIRMATION NOTICE.
- 8.2** In the event where CAPACITY USER subscribed for multiple UTILISATION SLOTS, CAPACITY USER shall furnish to the OPERATOR an ADDITIONAL COLLATERAL no later than thirty days (30) days prior to the first day in which the SCHEDULE DATE OF ARRIVAL for such UTILISATION SLOTS falls and thereafter maintain such ADDITIONAL COLLATERAL until 30 days AFTER receipt by OPERATOR of the relevant FEES for the respective UTILISATION SLOTS.
- 8.3** Any PRIMARY COLLATERAL or ADDITIONAL COLLATERAL provided in accordance with this AA shall be released:
- (a) in the event that the UTILISATION SLOT for which such PRIMARY COLLATERAL or ADDITIONAL COLLATERAL was provided is not awarded to CAPACITY USER; or
 - (b) upon full payment of the FEES due in respect of the UTILISATION SLOT for which such PRIMARY COLLATERAL or ADDITIONAL COLLATERAL was provided.

9.0 LNG VESSELS' ARRIVAL AND DEPARTURE

9.1 Delivery of LNG to the RECEIVING FACILITY

- (a) CAPACITY USER shall procure (or cause to be procured) all necessary arrangements for the delivery of LNG to the LNG UNLOAD POINT at the times established pursuant to the THREE MONTH OPERATION SCHEDULE.
- (b) CAPACITY USER shall also procure PORT AND MARINE SERVICES or other support vessels required to permit the safe and efficient movement of the LNG VESSEL in its approach to and from the RECEIVING FACILITY. CAPACITY USER shall pay all PORT AND MARINE SERVICE CHARGES due for PORT AND MARINE SERVICES rendered to its LNG VESSELS.
- (c) Subject to the remaining provisions of this ACCESS ARRANGEMENT, OPERATOR shall ensure that the RECEIVING FACILITY is capable of safely and expeditiously:
 - (i) receiving; and
 - (ii) having LNG discharged from,all LNG VESSELS that comply with the requirements of AA 6.0.

9.2 Notice of Estimated Time of Arrival at the RECEIVING FACILITY

- (a) First Notice

CAPACITY USER shall as soon as reasonably practicable give or procure that the MASTER gives notice to OPERATOR of the date and the time at which each LNG VESSEL has departed from the PREVIOUS PORT en route to the RECEIVING FACILITY and the estimated date and time of arrival of such LNG VESSEL at the PILOT BOARDING STATION (the "ESTIMATED TIME OF ARRIVAL" or "ETA"). CAPACITY USER shall include the following information in such notice to OPERATOR:

 - (i) the quantity of LNG in that LNG VESSEL;
 - (ii) the name of the LNG VESSEL;
 - (iii) the PREVIOUS PORT from which the LNG VESSEL has departed;
 - (iv) any operational deficiencies in that LNG VESSEL that may affect its port performance; and
 - (v) the specification of any LNG in that LNG VESSEL at the time of the notice of ETA.
- (b) CAPACITY USER shall ensure that the MASTER promptly notifies OPERATOR of any change in the ETA. If the condition of the LNG VESSEL changes due to circumstances discovered after transmittal of any notice issued under this AA 9.2, CAPACITY USER shall ensure that the MASTER shall give prompt notice thereof to OPERATOR, setting forth the information required by AA 9.2(a) above and amending the information previously given to OPERATOR.
- (c) Second Notice

Ninety-six (96) hours before the arrival of the LNG VESSEL at the PILOT BOARDING STATION, CAPACITY USER shall ensure that the MASTER shall give notice to OPERATOR confirming or amending the FIRST NOTICE and giving an actual time during the SCHEDULED DATE OF ARRIVAL that the MASTER reasonably considers that that LNG VESSEL should arrive at the PILOT BOARDING STATION and be ready to proceed to berth at the RECEIVING FACILITY. If this ETA subsequently changes by more than six (6) hours, CAPACITY USER shall ensure that the MASTER shall promptly give notice of the corrected ETA to OPERATOR.

(d) Third Notice

Seventy-two (72) hours before the arrival of the LNG VESSEL at the PILOT BOARDING STATION, CAPACITY USER shall ensure that the MASTER shall give notice to OPERATOR confirming or amending the SECOND NOTICE. If this ETA subsequently changes by more than six (6) hours, CAPACITY USER shall ensure that the MASTER shall promptly give notice of the corrected ETA to OPERATOR.

(e) Fourth Notice

Forty-eight (48) hours before the arrival of the LNG VESSEL at the PILOT BOARDING STATION, CAPACITY USER shall ensure that the MASTER shall give notice to OPERATOR confirming or amending the THIRD NOTICE. If this ETA subsequently changes by more than two (2) hours, CAPACITY USER shall ensure that the MASTER shall give prompt notice of the corrected ETA to OPERATOR.

(f) Fifth Notice

Twenty-four (24) hours before the arrival of the LNG VESSEL at the PILOT BOARDING STATION, CAPACITY USER shall ensure that the MASTER shall give notice to OPERATOR confirming or amending the FOURTH NOTICE. If this ETA subsequently changes by more than two (2) hours, CAPACITY USER shall ensure that the MASTER shall give prompt notice of the corrected ETA to OPERATOR.

(g) Final Notice

CAPACITY USER shall cause the MASTER to send a final ETA notice to OPERATOR six (6) hours before the arrival of the LNG VESSEL at the PILOT BOARDING STATION.

(h) CAPACITY USER shall cause the MASTER, in addition to the notices referred to above, to give such notices at such times as may be required in order to comply with any APPLICABLE LAWS and/or any AUTHORISATIONS (including any requirements of MMS).

(i) All notices to be given pursuant to this AA 9.2 shall be given by e-mail in English or, if notification by e-mail is not possible, by facsimile in English, or if notification by facsimile is not possible, by telephone in English.

(j) OPERATOR shall keep the MASTER updated at all times and shall provide as much notice as is reasonably practicable to the MASTER and CAPACITY USER of any operational difficulties at the RECEIVING FACILITY that OPERATOR believes may adversely affect or delay the LNG VESSEL from berthing at the RECEIVING FACILITY and discharging its LNG.

9.3 NOTICE OF READINESS at Pilot Boarding Station

(a) Upon arrival of an LNG VESSEL at the PILOT BOARDING STATION, CAPACITY USER shall cause the MASTER of the LNG VESSEL to tender a notice of readiness to OPERATOR ("NOTICE OF READINESS") by electronic mail or facsimile indicating the LNG VESSEL'S state of readiness, having cleared the necessary formalities, to proceed to the RECEIVING FACILITY and discharge LNG.

(b) A NOTICE OF READINESS tendered to OPERATOR pursuant to AA 9.3(a) shall:

(i) be in written form;

(ii) be in English;

- (iii) be signed by the MASTER for and on behalf of CAPACITY USER;
 - (iv) state the time upon which the NOTICE OF READINESS is being given; and
 - (v) be addressed to OPERATOR (or its duly authorised representative).
- (c) Following service of the NOTICE OF READINESS, OPERATOR shall cause the LNG VESSEL concerned to be berthed safely and expeditiously at the berth of the RECEIVING FACILITY and CAPACITY USER shall cause the MASTER to cooperate in the LNG VESSEL being safely and expeditiously berthed.
- (d) In the event that the LNG VESSEL arrives at the RECEIVING FACILITY prior to the SCHEDULED DATE OF ARRIVAL for the applicable CARGO, the NOTICE OF READINESS shall be deemed effective at the earlier of:
 - (i) six (6) hours after the start of RECEIVING FACILITY operating hours on the first Day of the SCHEDULED DATE OF ARRIVAL as specified in the TERMINAL INFORMATION BOOKLET; or
 - (ii) the time at which the LNG VESSEL is berthed, all fast and ready to unload or reload.
- (e) In the event that the LNG VESSEL arrives at the RECEIVING FACILITY within the SCHEDULED DATE OF ARRIVAL for the applicable CARGO, the NOTICE OF READINESS shall be deemed effective at:
 - (i) if NOTICE OF READINESS is given outside the RECEIVING FACILITY'S operating hours as specified in the TERMINAL INFORMATION BOOKLET, the earlier of:
 - (A) six (6) hours after the start of the RECEIVING FACILITY'S next operating hours as specified in the TERMINAL INFORMATION BOOKLET; and
 - (B) the time at which the LNG VESSEL is berthed, all fast and ready to unload or reload;
 - (ii) if NOTICE OF READINESS is given during the RECEIVING FACILITY operating hours as specified in the TERMINAL INFORMATION BOOKLET, the earlier of:
 - (A) six (6) hours after the NOTICE OF READINESS is given or, if such time is outside the RECEIVING FACILITY'S operating hours as specified in the TERMINAL INFORMATION BOOKLET, six (6) hours after the start of the RECEIVING FACILITY'S next operating hours as specified in the TERMINAL INFORMATION BOOKLET; and
 - (B) the time at which the LNG VESSEL is berthed, all fast and ready to unload or reload.
- (f) In the event that the LNG VESSEL arrives at the RECEIVING FACILITY after the SCHEDULED DATE OF ARRIVAL, the NOTICE OF READINESS shall be deemed effective at the time at which the LNG VESSEL is berthed, all fast and ready to unload or reload.
- (g) OPERATOR shall provide or cause to provide a safe berth and unloading facilities at the RECEIVING FACILITY. OPERATOR shall operate (or cause to be operated) the

RECEIVING FACILITY so as to permit discharge of CARGOES as safely, quickly and efficiently as reasonably possible and departure of LNG VESSEL.

- (h) CAPACITY USER shall cause the LNG VESSEL to depart safely and as expeditiously as reasonably possible from berth after completion of unloading or reloading in cooperation with OPERATOR.
- (i) In the event that OPERATOR gives the MASTER a notice indicating that the RECEIVING FACILITY will be unable to receive the LNG VESSEL on the SCHEDULED DATE OF ARRIVAL (and indicating a delayed time and day on which the RECEIVING FACILITY will be able to receive that LNG VESSEL being the "REVISED BERTHING TIME") (other than as a result of an EVENT OF FORCE MAJEURE, ADVERSE WEATHER CONDITIONS, act or omission of CAPACITY USER (or its agents, contractors or subcontractors)) and as a direct result of such notice the MASTER (acting as a REASONABLE AND PRUDENT OPERATOR) delays the arrival of the LNG VESSEL at the PILOT BOARDING STATION then OPERATOR shall, subject to AA 16.5(a), protect, indemnify, defend and hold harmless CAPACITY USER for the direct additional costs incurred by CAPACITY USER in delaying the arrival of such LNG VESSEL until the REVISED BERTHING TIME.
- (j) A claim made pursuant to AA 9.3(i) will only be considered by OPERATOR if a substantially documented claim is received (or if all documents are not available to CAPACITY USER, notice of a formal claim is advised by CAPACITY USER with an estimate of the amount requested) within ninety (90) days from the end of the original SCHEDULED DATE OF ARRIVAL for the LNG VESSEL. If no such claim is made within the said ninety (90) day period, OPERATOR shall be discharged and released from all liability in respect of any claims that CAPACITY USER may have hereunder in respect of such LNG VESSEL.

9.4 ALLOWED UNLOADING TIME and ALLOWED RELOADING TIME

- (a) Subject to AA 9.4(f), OPERATOR shall:
 - (i) in the case of unloading operations, be allocated the "ALLOWED UNLOADING TIME" as follows:
 - (A) thirty-eight (38) hours for LNG VESSELS with maximum cargo capacity between **120,000 m³** and **145,000 m³**;
 - (B) forty-three (43) hours for LNG VESSELS with maximum cargo capacity greater than **145,000 m³** and up to **180,000 m³**; and
 - (C) forty-eight (48) hours for LNG VESSELS with maximum cargo capacity greater than **180,000 m³** and up to **220,000 m³**; and
 - (ii) in the case of reloading operations, be allocated the "ALLOWED RELOADING TIME" as follows:
 - (A) thirty (30) hours for LNG VESSELS with maximum cargo capacity between **5,000 m³** and **18,000 m³**; and
 - (B) fifty (50) hours for LNG VESSELS with maximum cargo capacity greater than **18,000 m³** and up to **65,000 m³**

OPERATOR may, from time to time, propose amendments in accordance with AA 28.1(a) to adjust the ALLOWED UNLOADING TIME and ALLOWED RELOADING TIME to reflect the RECEIVING FACILITY'S actual performance.

- (b) To the extent that USED LAYTIME exceeds the ALLOWED UNLOADING TIME or ALLOWED RELOADING TIME, as applicable, CAPACITY USER shall be entitled to submit a claim to OPERATOR for:
- (i) demurrage payments to reimburse CAPACITY USER for any resulting direct costs, losses and expenses reasonably incurred by CAPACITY USER'S LNG VESSEL (where CAPACITY USER ships its own LNG), or for liability to CAPACITY USER'S LNG suppliers for demurrage; and
 - (ii) boil-off payments to reimburse CAPACITY USER for excess boil-off gas incurred by the CAPACITY USER'S LNG VESSEL (where CAPACITY USER ships its own LNG), or for liability to the CAPACITY USER'S LNG suppliers for excess boil-off gas, as a result of such delay,
- which have been reasonably and properly incurred.
- (c) A demurrage or excess boil-off claim pursuant to this AA 9.4 will only be considered by OPERATOR if a fully documented claim is received (or if all documents are not available to CAPACITY USER, notice of a formal claim is advised by CAPACITY USER with an estimate of the amount requested) within ninety (90) days from the end of the USED LAYTIME. If no such claim is made within the said ninety (90) days period, OPERATOR shall be discharged and released from all liability in respect of any demurrage claims that CAPACITY USER may have under this paragraph in respect of such USED LAYTIME in excess of the ALLOWED UNLOADING TIME or ALLOWED RELOADING TIME, as the case may be.
- (d) OPERATOR'S liability pursuant to AA 9.4(b) shall be CAPACITY USER'S exclusive remedy in respect of any delay in discharging LNG from or reloading LNG into the LNG VESSEL.
- (e) USED LAYTIME shall:
- (i) start when the NOTICE OF READINESS is deemed to be effective pursuant to AA 9.3(d), 9.3(e) or 9.3(f), as applicable; and
 - (ii) end at the point when the unloading or loading arms are disconnected from the LNG VESSEL, the communication lines to that LNG VESSEL have been disconnected and OPERATOR has given the MASTER notice that OPERATOR is ready to remove the gangway from the LNG VESSEL's deck.
- (f) The ALLOWED UNLOADING TIME and ALLOWED RELOADING TIME shall be extended by any period of delay which is caused by one or more of the following:
- (i) reasons attributable to CAPACITY USER, the LNG VESSEL or its MASTER;
 - (ii) EVENT OF FORCE MAJEURE;
 - (iii) ADVERSE WEATHER CONDITIONS which prevent the LNG VESSEL from proceeding to berth, berthing, unloading or departing;
 - (iv) occupancy of the berth by a previous LNG VESSEL where that occupancy is due to reasons attributable to that LNG VESSEL;
 - (v) time during which normal operation at the RECEIVING FACILITY is prohibited by law, regulation or decree;
 - (vi) restrictions imposed by port authorities on the movement of LNG vessels; and

- (vii) restrictions due to the state of the tide within the SUNGAI UDANG PORT LIMIT with the reasonable notice by MMS.

9.5 PERMITTED BERTH OCCUPANCY TIME

- (a) Subject to AA 9.5(e), CAPACITY USER shall be allocated the "PERMITTED BERTH OCCUPANCY TIME" as follows:
 - (A) Forty-two (42) hours for LNG VESSELS with maximum cargo capacity between 5,000 m³ and 18,000 m³;
 - (B) Sixty-two (62) hours for LNG VESSELS with maximum cargo capacity greater than 18,000 m³ and up to 65,000 m³;
 - (C) Fifty (50) hours for LNG VESSELS with maximum cargo capacity between **120,000** m³ and **145,000** m³;
 - (D) Fifty-five (55) hours for LNG VESSELS with maximum cargo capacity greater than **145,000** m³ and up to **180,000** m³; and
 - (E) Sixty (60) hours for LNG VESSELS with maximum cargo capacity greater than **180,000** m³ and up to **220,000** m³.
- (b) To the extent that USED LAYTIME for an LNG VESSEL exceeds the PERMITTED BERTH OCCUPANCY TIME, as applicable, OPERATOR shall be entitled to submit a claim to CAPACITY USER for any direct costs, losses and expenses reasonably incurred by OPERATOR as a result of or in connection with the USED LAYTIME exceeding the PERMITTED BERTH OCCUPANCY.
- (c) A claim pursuant to this AA 9.5 will only be considered by CAPACITY USER if a fully documented claim is received (or if all documents are not available to OPERATOR, notice of a formal claim is advised by OPERATOR with an estimate of the amount requested) within ninety (90) days from the end of the USED LAYTIME. If no such claim is made within the said ninety (90) day period, CAPACITY USER shall be discharged and released from all liability in respect of any demurrage claims that OPERATOR may have under this paragraph in respect of such USED LAYTIME in excess of the PERMITTED BERTH OCCUPANCY TIME.
- (d) CAPACITY USER'S liability pursuant to AA 9.5(b) shall be CAPACITY USER'S exclusive remedy in respect of any delay in unloading LNG and departing the berth.
- (e) The PERMITTED BERTH OCCUPANCY TIME shall be extended by any period of delay which is caused by one or more of the following:
 - (i) reasons solely attributable to OPERATOR;
 - (ii) EVENT OF FORCE MAJEURE;
 - (iii) ADVERSE WEATHER CONDITIONS which prevent the LNG VESSEL from proceeding to berth, berthing, unloading or departing;
 - (iv) occupancy of the berth by a previous LNG VESSEL where that occupancy is due to reasons attributable to that LNG VESSEL;
 - (v) time during which normal operation at the RECEIVING FACILITY is prohibited by law, regulation or decree;

- (vi) restrictions imposed by the port authorities on the movement of LNG vessels; and
- (vii) restrictions due to the state of the tide at the RECEIVING FACILITY with the reasonable notice by MMS.

9.6 Departure from the RECEIVING FACILITY

- (a) The LNG VESSEL shall depart the RECEIVING FACILITY as soon as reasonably practicable after discharging its CARGO, unless otherwise permitted or prevented by OPERATOR.
- (b) If an LNG VESSEL has not departed the RECEIVING FACILITY by the end of the period referred to in AA 9.6(a):
 - (i) OPERATOR may, by notice to CAPACITY USER, order that LNG VESSEL off the jetty of the RECEIVING FACILITY and CAPACITY USER shall comply, and shall ensure that the MASTER complies, with such order; and
 - (ii) CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR for and against any direct costs, losses and expenses (including any demurrage or equivalent claims by other CAPACITY USERS) reasonably incurred by OPERATOR arising out of, or in connection with, the LNG VESSEL not having departed the RECEIVING FACILITY in accordance with this AA 9.6 that it would not have otherwise incurred had the LNG VESSEL departed in accordance with this AA 9.6.

9.7 Repairs

- (a) Save as otherwise set out in this ACCESS ARRANGEMENT, CAPACITY USER shall not carry out, and shall procure that the MASTER does not carry out, or allow to be carried out, any repairs to any LNG VESSELS whilst moored at the jetty of the RECEIVING FACILITY.
- (b) CAPACITY USER and/or the MASTER may carry out, or allow to be carried out, repairs to its LNG VESSELS whilst moored at the jetty of the RECEIVING FACILITY with the consent of OPERATOR (or its authorised representative), such consent not to be unreasonably withheld or delayed in the case of minor repairs that:
 - (i) do not affect the performance by either PARTY of its obligations under the TERMINAL USE AGREEMENT; and
 - (ii) do not cause a health and/or safety risk.
- (c) When requesting the right to carry out repairs pursuant to this AA 9.7, CAPACITY USER shall, or shall ensure that the MASTER shall, give reasonable advance notice to OPERATOR (or its authorised representative) of:
 - (i) the nature of the proposed repairs;
 - (ii) the time at which CAPACITY USER wishes the proposed repairs to take place;
 - (iii) the estimated length of time that the proposed repairs will take; and
 - (iv) the risks associated with the repair work.
- (d) OPERATOR (or its authorised representative) shall be entitled to attach reasonable conditions to any consent (including the timing of such repairs) that it gives under this

AA 9.7 and CAPACITY USER shall, and shall ensure that the MASTER shall, comply with such conditions.

- (e) OPERATOR'S consent shall not be withheld or delayed in relation to the carrying out of any repair required by APPLICABLE LAWS or AUTHORISATION to enable an LNG VESSEL to be navigated in Malaysian territorial waters where such repairs cannot reasonably be carried out anywhere other than at the RECEIVING FACILITY.
- (f) Except to the extent necessary to make repairs referred to in AA 9.7(e), CAPACITY USER shall ensure that whilst berthed at the RECEIVING FACILITIES, the main engines and related auxiliaries of its LNG VESSELS shall be kept in a state of readiness such that that the LNG VESSEL can leave the RECEIVING FACILITY under its own power in an emergency.
- (g) CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR for and against any direct costs, losses and expenses reasonably incurred by it arising out of, or in connection with, any repair to an LNG VESSEL carried out that it would not have otherwise incurred had the repair to the LNG VESSEL not been carried out.
- (h) Notwithstanding any other provision of this ACCESS ARRANGEMENT but except to the extent necessary to make repairs referred to in AA 9.7(e), CAPACITY USER shall not, and shall ensure that the MASTER does not, allow any repairs to be made to an LNG VESSEL whilst berthed at the RECEIVING FACILITY that may, in the reasonable opinion of OPERATOR, impair or limit the use of:
 - (i) that LNG VESSEL's fire detection and/or firefighting capability; or
 - (ii) any apparatus relating to the safe and efficient handling of LNG; or
 - (iii) the propulsion system or manoeuvrability of that LNG VESSEL; or
 - (iv) the mooring system of that LNG VESSEL; or
 - (v) the shore communications systems or linked emergency shutdown systems; or
 - (vi) lead to the operation of electrical equipment in gas dangerous zones,save where adequate safety provisions and safety solutions have been agreed with OPERATOR and implemented beforehand.

9.8 Early or Late Arrival

- (a) If an LNG VESSEL arrives at the PILOT BOARDING STATION before, during or after its SCHEDULED DATE OF ARRIVAL, OPERATOR shall give priority in the berthing of LNG VESSELS, in the following order to:
 - (i) LNG VESSELS in respect of which a NOTICE OF READINESS is received by OPERATOR during its SCHEDULED DATE OF ARRIVAL; then
 - (ii) LNG VESSELS in respect of which a NOTICE OF READINESS is received after its SCHEDULED DATE OF ARRIVAL (a "LATE LNG VESSEL"); then
 - (iii) LNG VESSELS in respect of which a NOTICE OF READINESS is received prior to its SCHEDULED DATE OF ARRIVAL (an "EARLY LNG VESSEL"),provided that, LATE LNG VESSEL shall not have priority over an EARLY LNG VESSEL if in OPERATOR'S discretion, the result of unloading the LATE LNG VESSEL would

be that the EARLY LNG VESSEL would not be able to berth on its SCHEDULED DATE OF ARRIVAL and, as between LNG VESSELS falling within each of the categories specified in AA 9.8(a)(i), 9.8(a)(ii) and 9.8(a)(iii) above, shall give priority on a "first come, first served" basis.

- (b) Notwithstanding AA 9.8(a), OPERATOR may allow an EARLY LNG VESSEL or a LATE LNG VESSEL to berth and shall receive LNG from such LNG VESSEL at the first available opportunity where to do so will not, in the reasonable opinion of OPERATOR:
 - (i) prejudice the safe operation of the RECEIVING FACILITY and/or cause a health and/or safety risk at the RECEIVING FACILITY; or
 - (ii) cause any adverse effect on the provision of the SERVICES to any CAPACITY USER.
- (c) OPERATOR may refuse to allow a LATE LNG VESSEL to berth unless OPERATOR reasonably determines that the berthing and unloading of such LATE LNG VESSEL will not interfere with berthing and unloading by any scheduled vessel and will not disrupt the overall unloading schedule or operations of the RECEIVING FACILITY. Notwithstanding the foregoing, OPERATOR may allow a LATE LNG VESSEL to berth, subject always to AA 9.8(d) below.
- (d) CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR for and against any direct costs, losses and expenses reasonably incurred by OPERATOR arising out of or in connection with OPERATOR allowing an EARLY LNG VESSEL or a LATE LNG VESSEL to berth and receiving LNG before or after the SCHEDULED DATE OF ARRIVAL that it would not have otherwise incurred had OPERATOR not allowed that LNG VESSEL at CAPACITY USER'S request to berth and receive LNG before or after the SCHEDULED DATE OF ARRIVAL.

9.9 Co-operation

The PARTIES shall co-operate with each other and use REASONABLE ENDEAVOURS to minimise or avoid any delays to berthing of LNG VESSELS, discharging of LNG and the departure of a LNG VESSEL from the RECEIVING FACILITIES.

9.10 Conditions of Use

CAPACITY USER shall ensure that the MASTER of an LNG VESSEL shall sign the conditions of use and such other documents as per TIB (if any) or other competent authority may from time to time require.

9.11 MASTER of LNG VESSEL

For the avoidance of doubt, the acts and/or omissions of the MASTER of an LNG VESSEL shall be deemed to be the acts and/or omissions of CAPACITY USER for the purposes of the TERMINAL USE AGREEMENT.

9.12 Night Berthing and Tide Restrictions

- (a) CAPACITY USER shall not permit an LNG VESSEL to berth at the RECEIVING FACILITY during the period of night berthing restrictions set out in the TERMINAL INFORMATION BOOKLET advised by OPERATOR.
- (b) CAPACITY USER shall not permit an LNG VESSEL to berth at or depart from the RECEIVING FACILITY where it is not practicable to do so given the state of the tide.

9.13 Communication Protocol

The PARTIES shall adhere to the COMMUNICATION PROTOCOL.

10.0 RECEIVING FACILITY

10.1 Standard Of Operation

OPERATOR shall at all times on and from the SERVICE COMMENCEMENT DATE operate and maintain (or cause to be operated and maintained) the RECEIVING FACILITY in accordance with all APPLICABLE LAWS, AUTHORISATIONS and INTERNATIONAL LNG TERMINAL STANDARDS.

10.2 Modifications to RECEIVING FACILITY

- (a) OPERATOR is entitled, with the approval of the ENERGY COMMISSION, to modify the RECEIVING FACILITY at any time if such modification is necessary in order for OPERATOR to comply with a change in INTERNATIONAL LNG TERMINAL STANDARDS or any APPLICABLE LAWS with which the RECEIVING FACILITY is required to comply.
- (b) OPERATOR shall notify CAPACITY USER in writing prior to the commencement of any modification works and OPERATOR shall provide information to CAPACITY USER on whether such modifications will have an impact on the FEES.

10.3 Modifications to LNG VESSELS

- (a) In the event an LNG VESSEL (which was previously approved by OPERATOR and previously compatible with the RECEIVING FACILITY) is required to be modified in order to maintain compatibility with the RECEIVING FACILITY following any modification of the RECEIVING FACILITY pursuant to AA 10.2, the costs of such modification shall be borne by CAPACITY USER.

10.4 CAPACITY USER'S Inspection Rights

- (a) CAPACITY USER may, with the prior written consent of OPERATOR (such consent not to be unreasonably withheld or delayed), appoint a reasonable number of designated representatives (including LNG suppliers) to inspect the operation of the RECEIVING FACILITY (including during initial construction), provided that such inspection shall occur during business hours in Malaysia.
- (b) Any inspection under AA 10.4(a) shall be at CAPACITY USER'S sole risk and expense and shall be carried out without any interference with or hindrance to the safe and efficient operation of the RECEIVING FACILITY or construction works at the RECEIVING FACILITY.
- (c) CAPACITY USER'S right to inspect and examine the RECEIVING FACILITY under AA 10.4(a) shall be limited to verifying OPERATOR'S compliance with OPERATOR'S obligations under this ACCESS ARRANGEMENT and shall not entitle CAPACITY USER to make direct requests to OPERATOR regarding any aspect of the RECEIVING FACILITY, provided however that CAPACITY USER shall notify OPERATOR of any matters which CAPACITY USER discovers in the course of the inspection and examination, that, in CAPACITY USER'S reasonable opinion, amount to a breach of AA 10.1.
- (d) No inspection (or lack thereof) or approval of the RECEIVING FACILITY by CAPACITY USER, or any requests or observations made to OPERATOR or its representatives by or on behalf of CAPACITY USER in connection with any such inspection or approval, shall of itself:

- (i) modify or amend OPERATOR'S obligations, representations, warranties and covenants under the TERMINAL USE AGREEMENT; or
 - (ii) constitute an acceptance or waiver by CAPACITY USER of OPERATOR'S obligations under the TERMINAL USE AGREEMENT.
- (e) Other than as permitted under this AA 10.4 or as otherwise agreed by OPERATOR in its discretion, no employee, contractor, agent, visitor or supplier of CAPACITY USER shall be permitted to access the RECEIVING FACILITY at any time during the TERM.

10.5 Licence to use RECEIVING FACILITY

If and when so required by APPLICABLE LAWS, CAPACITY USER shall obtain a licence to use the RECEIVING FACILITY from the relevant regulatory body and maintain such licence for the remainder of the TERM.

10.6 TERMINAL INFORMATION BOOKLET

- (a) The information relating to the operations between the LNG VESSEL and the RECEIVING FACILITY during the arrival, discharge and departure of the LNG VESSEL within the SUNGAI UDANG PORT LIMIT shall be outlined in the TERMINAL INFORMATION BOOKLET.
- (b) The TERMINAL INFORMATION BOOKLET shall be developed by OPERATOR and shared with CAPACITY USER on or before the SERVICE COMMENCEMENT DATE.
- (c) CAPACITY USER shall comply with, and shall ensure that its LNG VESSELS, their MASTERS and crew comply with, the TERMINAL INFORMATION BOOKLET.
- (d) OPERATOR may from time to time amend and/or update the TERMINAL INFORMATION BOOKLET for operational purposes or to comply with any APPLICABLE LAWS or rules or regulations of any GOVERNMENTAL AUTHORITY having jurisdiction over OPERATOR and/or the RECEIVING FACILITY. Notwithstanding the foregoing, OPERATOR shall, where reasonably practicable, consult with CAPACITY USER prior to making any such amendments or updates. Should the amendments made in the TERMINAL INFORMATION BOOKLET contradict the requirements put forth in the ACCESS ARRANGEMENT, OPERATOR shall obtain approval from the ENERGY COMMISSION in accordance with AA 28.1.

11.0 MEASUREMENT, ALLOCATION AND RECORDS

11.1 Measurement and Allocation Rules

- (a) The measurement of:
 - (i) the specification of LNG transferred at the LNG UNLOAD POINT;
 - (ii) quantities of LNG and NATURAL GAS in the FSUs; and
 - (iii) the quantity and the specification of SEND OUT GAS at the SEND OUT GAS METERING STATION

shall be carried out or caused to be carried out by OPERATOR in accordance with the MEASUREMENT RULES as set out in Schedule 2.

The measurement of the quantity of LNG transferred at the LNG UNLOAD POINT shall be carried out or caused to be carried out by CAPACITY USER.

- (b) OPERATOR shall allocate, as between each CAPACITY USER, the quantity of SEND OUT GAS sent out in accordance with the ALLOCATION RULES in Schedule 6.
- (c) OPERATOR shall ensure that all records of measurements, allocations and the computation results are kept and held available to CAPACITY USER for a period of not less than seven (7) years in addition to the remainder of the then current CONTRACT YEAR after such measurements, allocations and computations have been completed.
- (d) Any DISPUTE between the PARTIES regarding this AA 11.1 is to be determined by an EXPERT in accordance with AA 36.0

11.2 Audit Rights

- (a) Upon the request of CAPACITY USER, OPERATOR shall:
 - (i) inspect, test and verify the meters and all other equipment installed at the RECEIVING FACILITY for the purpose of measuring the:
 - (A) quantity; and
 - (B) quality and specifications,
 of SEND OUT GAS delivered by OPERATOR at the NATURAL GAS DELIVERY POINT; and
 - (ii) inspect, test and verify the meters and all other equipment installed at the RECEIVING FACILITY for the purpose of measuring the quantity, quality and specifications of LNG delivered by CAPACITY USER at the LNG UNLOAD POINT. The test results will be provided to CAPACITY USER and CAPACITY USER will be entitled to an independent verification of these results.
- (b) Subject to AA 11.2(c) CAPACITY USER shall reimburse OPERATOR in respect of the direct costs, losses and expenses reasonably incurred by OPERATOR in connection with any inspection, testing, verification or calibration requested pursuant to AA 11.2(a).
- (c) In the event such inspection, testing or verification discloses errors or inaccuracies that require any adjustment, modification or upgrade at the RECEIVING FACILITY for the purpose of measuring the quantity, quality and specifications of SEND OUT GAS delivered by OPERATOR at the NATURAL GAS DELIVERY POINT or LNG delivered by CAPACITY USER at the LNG UNLOAD POINT, such costs, losses and expenses shall be borne by OPERATOR.
- (d) The permissible tolerances of inaccuracy of the meters and all other equipment installed at the SEND OUT GAS METERING STATION and LNG UNLOAD POINT shall be as described in Schedule 2. Where the inaccuracy of a meter and/or any equipment is found to exceed permissible tolerances, such meter and/or equipment shall be adjusted accordingly and recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error which is definitely known to, or agreed between CAPACITY USER and OPERATOR. In the event that the period referred to above is not known to, or agreed between, the PARTIES, the related correction shall be made with respect to the LNG or SEND OUT GAS delivered during the last half of the period from the date of the most recent calibration of the inaccurate meter and/or equipment to the date on which the inaccuracy is corrected.
- (e) Any DISPUTE between the PARTIES regarding this AA 11.2 is to be determined by an EXPERT in accordance with AA 36.0.

11.3 Inventory Balancing

- (a) At the end of each GAS DAY, OPERATOR shall notify CAPACITY USER via electronic mail or other electronic means of the daily reporting of its LNG inventory specifying:
 - (i) SEND OUT GAS delivered for such GAS DAY;
 - (ii) LNG remaining in the FSUs at the end of such GAS DAY;
 - (iii) INTERNAL GAS CONSUMPTION borne by CAPACITY USER pursuant to AA 17.0;
 - (iv) LNG discharged from or loaded onto any LNG VESSEL (as per the report issued by the LNG VESSEL to OPERATOR);
 - (v) the volume of LNG borrowed from each other CAPACITY USER pursuant to the INTER-CAPACITY USER AGREEMENT; and
 - (vi) the volume of LNG made available to each other CAPACITY USER pursuant to the INTER-CAPACITY USER AGREEMENT.
- (b) CAPACITY USER shall promptly give notice to OPERATOR of any assignment of LNG stored in the FSUs by CAPACITY USER in accordance with AA 11.6 specifying:
 - (i) the amount of LNG in m³;
 - (ii) the purchaser; and
 - (iii) the date and time on which such sale is to take effect.

11.4 In the event that three (3) months prior to the expiry of the TERM any of CAPACITY USER'S LNG inventory is remaining in the FSUs, OPERATOR shall inform such CAPACITY USER how it proposes to manage the remaining inventory before the end of the TERM.

11.5 If at the end of the TERM any of CAPACITY USER'S LNG inventory is remaining in the FSUs, OPERATOR shall have the right to dispose of such remaining inventory as OPERATOR in its discretion sees fit without any liability to such CAPACITY USER.

11.6 Assignment of CAPACITY USER'S LNG inventory

- (a) Subject to giving OPERATOR prior written notice, CAPACITY USER may:
 - (i) transfer or assign to any other CAPACITY USER all or any portion of the LNG being held in storage at the RECEIVING FACILITY as part of CAPACITY USER'S LNG inventory; or
 - (ii) take an assignment from any other CAPACITY USER of all or a portion of the LNG being held in storage at the RECEIVING FACILITY for the account of such other CAPACITY USER,

provided, however, that:

- (A) the transferring CAPACITY USER provides written notification, and the transferee CAPACITY USER provides written confirmation, in both cases to OPERATOR, of the effective date of such transfer and total quantity of inventory so transferred;

- (B) such transfer shall be made effective as of the beginning of the day specified in the transferor CAPACITY USER'S notice or the date notified by the transferor and confirmed by transferee; and
 - (C) such transfer would not cause any adverse operations at the RECEIVING FACILITY.
- (b) Upon receiving such notification, OPERATOR shall adjust the respective inventory accounts of CAPACITY USER and such other CAPACITY USER in accordance with AA 11.3 and paragraph 4 of Schedule 6.

11.7 Maintenance of MINIMUM HEEL REQUIREMENT

- (a) OPERATOR shall ensure that, during the TERM, the quantity of LNG stored in the FSUs is equal to or greater than the MINIMUM HEEL REQUIREMENT.
- (b) If, due to or as a result of the default or negligence of OPERATOR, the quantity of LNG stored in the FSUs is less than the MINIMUM HEEL REQUIREMENT and CAPACITY USER incurs any direct costs, losses and expenses reasonably incurred as a result thereof, OPERATOR shall protect, indemnify, defend and hold harmless CAPACITY USER against such direct costs, losses and expenses reasonably incurred.

12.0 MAINTENANCE

12.1 Scheduled Maintenance

- (a) OPERATOR will develop (in consultation with CAPACITY USERS) and publish the ANNUAL MAINTENANCE PROGRAMME for the following CONTRACT YEAR on the same date that the ANNUAL OPERATION SCHEDULE is issued pursuant to AA 7.5, specifying OPERATOR'S best forecast of the following:
 - (i) the applicable dates and reason(s) for any shutdowns in the following CONTRACT YEAR;
 - (ii) the time schedule and milestones of each scheduled maintenance activity;
 - (iii) the extent to which each scheduled maintenance activity affects the normal operations of the REGASIFICATION FACILITY, including the available capacity (in the case of any PARTIAL SHUTDOWN);
 - (iv) any acts which may be required of the CAPACITY USER(s) to facilitate the shutdowns or MAINTENANCE; and
 - (v) such other information as may be required by the ENERGY COMMISSION.
- (b) In determining the ANNUAL MAINTENANCE PROGRAMME, OPERATOR is entitled to determine the nature of the SCHEDULED MAINTENANCE, the period of time necessary to complete such SCHEDULED MAINTENANCE and the date on which such SCHEDULED MAINTENANCE shall commence, in each case, taking into account OPERATOR'S objective to maximise the safe and reliable usage of the RECEIVING FACILITY at all times. OPERATOR shall include within each published ANNUAL MAINTENANCE PROGRAMME its then current estimate of the impact of the SCHEDULED MAINTENANCE upon its ability to provide SERVICES to CAPACITY USERS at the RECEIVING FACILITY.

- (c) OPERATOR shall:
 - (i) in carrying out and planning SCHEDULED MAINTENANCE (including any MANDATORY REGULATORY SHUTDOWN as referred to in AA 12.3) consult the CAPACITY USERS as to the scheduling of the SCHEDULED MAINTENANCE; and
 - (ii) in preparing each ANNUAL MAINTENANCE PROGRAMME:
 - (A) use REASONABLE ENDEAVOURS to coincide any SCHEDULED MAINTENANCE with the execution of any inspection, maintenance, repair, modification and/or construction relating to the PGU NETWORK that could reasonably be expected to affect the delivery of SEND OUT GAS to the NATURAL GAS DELIVERY POINT;
 - (B) use REASONABLE ENDEAVOURS to minimise (as far as practicable) the disruption of the provision of SERVICES to CAPACITY USER and other CAPACITY USERS; and
 - (C) undertake, in so far as reasonably practicable SCHEDULED MAINTENANCE during anticipated periods of low demand to for each CONTRACT YEAR.
- (d) Any subsequent revisions of the dates of such SCHEDULED MAINTENANCE proposed by OPERATOR in the ANNUAL MAINTENANCE PROGRAMME shall be notified by OPERATOR to ENERGY COMMISSION and CAPACITY USER, as soon as reasonably practicable.

12.2 Unscheduled Maintenance

- (a) OPERATOR may, where reasonably practicable by prior written notice to CAPACITY USER, carry out UNSCHEDULED MAINTENANCE at the RECEIVING FACILITY.
- (b) Without prejudice to generality of the foregoing, CAPACITY USER acknowledges that OPERATOR:
 - (i) shall have the right to undertake a TOTAL SHUTDOWN of the FACILITIES at any time where, in OPERATOR'S sole opinion, it is necessary to do so for safety and operational reasons; and
 - (ii) shall take into consideration, to the extent possible, the opinion of the PGU NETWORK operator (as defined in the GAS SUPPLY ACT) in order to minimise disruption provided that there are no risks to the safety and integrity of the REGASIFICATION FACILITY.
- (c) Each notice provided in accordance with AA 12.2(a) above shall contain OPERATOR'S best forecast of the applicable dates and reason(s) for any shutdowns, the available capacity (in the case of any PARTIAL SHUTDOWN) and any acts which may be required of CAPACITY USER(s) to facilitate the shutdowns or MAINTENANCE (if any).

12.3 Mandatory Regulatory Shutdown

CAPACITY USER acknowledges that it will be necessary to perform mandatory regulatory inspections from time to time in compliance with APPLICABLE LAWS which may result in a MANDATORY REGULATORY SHUTDOWN. For the avoidance of doubt, the MANDATORY REGULATORY SHUTDOWN shall not be considered in the calculation of the

UNAVAILABILITY ALLOWANCE for the CONTRACT YEAR in which the MANDATORY REGULATORY SHUTDOWN occurs.

12.4 No Liability

- (a) Except as expressly provided in AA 12.3 above, OPERATOR shall not be liable for any costs, losses or expenses incurred by CAPACITY USER as a result of any PARTIAL SHUTDOWN or TOTAL SHUTDOWN (including any MANDATORY REGULATORY SHUTDOWN).
- (b) Notwithstanding AA 12.4(a), CAPACITY USER shall not be liable to OPERATOR for any costs, losses or expenses incurred by OPERATOR as a result of any PARTIAL SHUTDOWN or TOTAL SHUTDOWN (including any MANDATORY REGULATORY SHUTDOWN).

13.0 SPECIFICATION

13.1 LNG Specifications and Testing

- (a) Without prejudice to any specification parameters imposed by any APPLICABLE LAWS and/or AUTHORISATION and/or industry documents in connection with the importation of LNG into or the export of LNG from Malaysia (with which CAPACITY USER shall also comply), LNG tendered by CAPACITY USER at the LNG UNLOAD POINT shall be analysed by OPERATOR in accordance with the MEASUREMENT RULES so as to ascertain the specification of that LNG in its gaseous state. Without prejudice to OPERATOR'S obligations under this AA 13.1, CAPACITY USER shall ensure that LNG tendered by CAPACITY USER at the LNG UNLOAD POINT would, if converted into its gaseous state, meet the LNG SPECIFICATIONS.
- (b) OPERATOR shall verify the LNG tendered by CAPACITY USER at the LNG UNLOAD POINT and shall accept LNG that meets the LNG SPECIFICATIONS.
- (c) OPERATOR shall analyse LNG accepted at the LNG UNLOAD POINT pursuant to AA 13.1(b) and shall provide to CAPACITY USER an LNG quality report for the purpose of LNG custody transfer between CAPACITY USER and its LNG suppliers.

13.2 Notice of Specification of LNG

- (a) Either PARTY shall as soon as reasonably practicable notify the other PARTY if it becomes aware that the specification of the LNG being unloaded at the RECEIVING FACILITY is different from the specification previously notified to OPERATOR or does not conform with the LNG SPECIFICATIONS.
- (b) Any such notice to be provided under AA 13.2(a) shall give details of the nature and expected magnitude of the variance, including the CARGOES which are, or may be, affected.

13.3 Refusal to Accept and/or Continue Unloading OFF-SPECIFICATION LNG

- (a) If any LNG unloaded or scheduled to be unloaded in accordance with this ACCESS ARRANGEMENT fails to, or in OPERATOR'S opinion, is likely to not conform with the LNG SPECIFICATIONS, then as soon as reasonably practicable after OPERATOR becomes aware of the same, OPERATOR shall notify CAPACITY USER together with details of the reason for, and degree of such non-conformance.
- (b) If OPERATOR becomes aware before CAPACITY USER commences unloading LNG, that such LNG will not comply with the LNG SPECIFICATIONS, OPERATOR shall

be entitled to suspend and/or reject delivery of all or part of the OFF-SPECIFICATION LNG and in such case:

- (i) where OPERATOR rejects all of the OFF-SPECIFICATION LNG, neither CAPACITY USER nor the MASTER shall give its NOTICE OF READINESS, and in such case, the LNG VESSEL shall not proceed to berth (and, if proceeding to berth, shall cease to do so) at the RECEIVING FACILITY;
 - (ii) CAPACITY USER shall be solely responsible for the disposal of any rejected LNG; and
 - (iii) subject to AA 16.5(b), CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR in accordance with AA 13.3(d).
- (c) If OPERATOR becomes aware, during the unloading of LNG, that such LNG does not comply with the LNG SPECIFICATIONS, OPERATOR shall be entitled to cease unloading all or part of such LNG. In this case the PARTIES shall appoint an independent third party surveyor to verify the specifications of the affected LNG. After the surveyor has confirmed that the LNG is OFF-SPECIFICATION LNG, OPERATOR shall issue a rejection notice and reject delivery of all or part of the OFF-SPECIFICATION LNG and in such case:
 - (i) the LNG VESSEL shall be required to vacate the berth as soon as reasonably practicable;
 - (ii) CAPACITY USER shall have the sole responsibility for the disposal of any rejected LNG; and
 - (iii) subject to AA 16.5(b), CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR in accordance with AA 13.3(d).
- (d) Subject to AA 16.5(b), CAPACITY USER shall protect, indemnify, defend and hold harmless OPERATOR for and against any direct costs, losses and expenses reasonably incurred by OPERATOR in the circumstances set forth in AAs 13.3(b)(iii) or (c)(iii), including but not limited to costs, losses and expenses resulting from damage to the RECEIVING FACILITY, and disposal of such OFF-SPECIFICATION LNG. OPERATOR shall, together with its claims under this AA 13.3(d), provide CAPACITY USER with all documentation which to the reasonable satisfaction of CAPACITY USER is sufficient to support or justify OPERATOR'S claims hereunder within ninety (90) days from the date on which such claims arose. If no such claim is made within the said ninety (90) day period CAPACITY USER shall be discharged and released from all liability in respect of any claims that OPERATOR may have under AAs 13.3(b)(iii) and (c)(iii).
- (e) OPERATOR'S right to be protected, indemnified, defended and held harmless in accordance with AA 13.3(d) as well as OPERATOR'S right to reject OFF-SPECIFICATION LNG, shall be OPERATOR'S sole and exclusive remedy against CAPACITY USER in respect of the delivery of OFF-SPECIFICATION LNG to OPERATOR.
- (f) Any LNG which was initially notified by OPERATOR as OFF-SPECIFICATION LNG but which then was later proven to not be OFF-SPECIFICATION LNG based on surveyor's report as per AA 13.3(c) shall be received by and delivered to the RECEIVING FACILITY by CAPACITY USER and OPERATOR shall, subject to AA 16.5(a), protect, indemnify, defend and hold harmless CAPACITY USER for any direct

costs, losses and expenses reasonably by CAPACITY USER as a result of such LNG being notified as OFF-SPECIFICATION LNG.

13.4 SEND OUT GAS Specification and Testing

OPERATOR shall:

- (a) analyse the SEND OUT GAS delivered by OPERATOR to the NATURAL GAS DELIVERY POINT and shall ensure that such SEND OUT GAS shall comply with the SEND OUT GAS SPECIFICATIONS; and
- (b) provide in advance relevant information to CAPACITY USER regarding the anticipated quality of the SEND OUT GAS to be delivered pursuant to the TERMINAL USE AGREEMENT, including notification of SEND OUT GAS which is likely to not meet the SEND OUT GAS SPECIFICATIONS (which shall give details of the nature and expected magnitude of the variance).

13.5 CAPACITY USER shall have the right to request for SEND OUT GAS quantity and quality report from OPERATOR as and when reasonably requested.

13.6 OFF-SPECIFICATION GAS procedure

- (a) OPERATOR shall use its REASONABLE ENDEAVOURS to provide as soon as reasonably practicable in advance relevant information to CAPACITY USER regarding the quality, or any material change in the quality, of SEND OUT GAS to be made available for delivery by OPERATOR to CAPACITY USER pursuant to the TERMINAL USE AGREEMENT, including upon OPERATOR becoming aware that all or any part of the quantity of SEND OUT GAS which will be made available for delivery (or which has been delivered) does not comply with the SEND OUT GAS SPECIFICATIONS ("OFF-SPECIFICATION GAS"), provided, however, that OPERATOR shall not be liable to CAPACITY USER and will not be deemed in breach of the TERMINAL USE AGREEMENT for failure of the SEND OUT GAS to comply with the SEND OUT GAS SPECIFICATIONS that arises as a result of any quantity of LNG delivered to RECEIVING FACILITY by any CAPACITY USER being OFF-SPECIFICATION LNG.
- (b) Any notice issued pursuant to AA 13.6(a) shall detail such relevant failure (or such anticipated failure), the manner in, and extent to, which the OFF-SPECIFICATION GAS does not (or is likely not to) conform with the SEND OUT GAS SPECIFICATIONS, the reasons for such failure (or such anticipated failure) to conform (if then known) and OPERATOR'S bona fide estimate of the likely duration of such failure (or such anticipated failure).
- (c) OPERATOR shall use its REASONABLE ENDEAVOURS to carry out NATURAL GAS treatments (to the extent then available), including the injection of nitrogen and/or blending of LNG inventories to cause such OFF-SPECIFICATION GAS to comply with SEND OUT GAS SPECIFICATIONS. Any cost of such treatments shall be for the sole account of OPERATOR, except to the extent that the failure of such NATURAL GAS to meet the SEND OUT GAS SPECIFICATIONS is attributable to the receipt of OFF-SPECIFICATION LNG by OPERATOR from CAPACITY USER, in which case the cost of such treatments (including the cost of treating NATURAL GAS and/or LNG of other CAPACITY USERS that has been contaminated by CAPACITY USER'S OFF-SPECIFICATION LNG) or the flaring of any untreatable NATURAL GAS shall be for the sole account of the relevant CAPACITY USER.
- (d) If a notice is issued pursuant to AA 13.6(a) prior to the delivery of OFF-SPECIFICATION GAS, then CAPACITY USER shall notify OPERATOR as soon as

reasonably practicable whether or not it is able to accept, or continue to accept, such OFF-SPECIFICATION GAS. CAPACITY USER will use REASONABLE ENDEAVOURS to accept any OFF-SPECIFICATION GAS.

- (e) If all CAPACITY USERS agree to accept delivery of OFF-SPECIFICATION GAS in accordance with AA 13.6(d), or if OPERATOR has received no objections from any CAPACITY USER within forty-eight (48) hours of sending the notice issued pursuant to AA 13.6(a), then OPERATOR shall be entitled to deliver such OFF-SPECIFICATION GAS and shall not be, or be deemed to be, in breach of any of its obligations under the TERMINAL USE AGREEMENT, or be otherwise liable to a CAPACITY USER, by virtue of its delivery of OFF- SPECIFICATION GAS.
- (f) If OFF-SPECIFICATION GAS is delivered to CAPACITY USER without CAPACITY USER being made aware that the NATURAL GAS is OFF-SPECIFICATION GAS, or the extent to which such NATURAL GAS is OFF-SPECIFICATION GAS, then only to the extent that the failure of such NATURAL GAS to meet the SEND OUT GAS SPECIFICATIONS is attributable to the acts or omissions of OPERATOR and not attributable to the receipt by OPERATOR of OFF-SPECIFICATION LNG from (or on behalf of) CAPACITY USER (in which case the relevant CAPACITY USER shall solely bear, and shall protect, indemnify, defend and hold harmless OPERATOR from and against, any and all claims by and liabilities associated with receipt of such OFF-SPECIFICATION LNG), OPERATOR, shall (subject to AA 16.5(a), protect, indemnify, defend and hold harmless CAPACITY USER in respect of direct costs, losses and expenses reasonably incurred (to the extent reasonable, actual, documented and direct) incurred by CAPACITY USER as a consequence of the taking delivery or use of such OFF-SPECIFICATION GAS, subject to CAPACITY USER using REASONABLE ENDEAVOURS to minimise or eliminate such direct costs, losses and expenses.
- (g) If CAPACITY USER takes delivery of any quantity of OFF-SPECIFICATION GAS, whether knowingly or unknowingly, under circumstances where OPERATOR is liable to CAPACITY USER, such CAPACITY USER'S right to seek any payments from OPERATOR under AA 13.6(f) shall be CAPACITY USER'S sole and exclusive remedy (in tort, including negligence, and contract) against OPERATOR for delivery by OPERATOR of such OFF-SPECIFICATION GAS.
- (h) Disputes

Any DISPUTE between the PARTIES relating to the specification of any LNG or SEND OUT GAS is to be determined by an EXPERT in accordance with AA 36.0.

14.0 COMMINGLING, TITLE AND RISK

14.1 Title

- (a) Subject to AA 14.1(b), title to the LNG and NATURAL GAS shall not pass to OPERATOR at any time and shall remain with CAPACITY USER.
- (b) CAPACITY USER shall transfer to OPERATOR title to the IGC deducted from its LNG inventory pursuant to AA 11.3.
- (c) CAPACITY USER warrants to OPERATOR (for the benefit of OPERATOR and each other CAPACITY USER from time to time) that CAPACITY USER will have full title of ownership to all LNG unloaded at the LNG UNLOAD POINT by or on behalf of CAPACITY USER before commingling of that LNG with LNG owned by others takes place, in each case, free from any lien, charge or other encumbrance.

- (d) OPERATOR warrants that NATURAL GAS delivered at the NATURAL GAS DELIVERY POINT will be free from any lien, charge or other encumbrance created by OPERATOR.

14.2 Custody and Risk

Other than in respect of IGC:

- (a) Custody of and risk of loss of the LNG will pass from CAPACITY USER to OPERATOR at the LNG UNLOAD POINT; and
- (b) Custody of and risk of loss of the NATURAL GAS will pass from OPERATOR to CAPACITY USER at the NATURAL GAS DELIVERY POINT;

provided that OPERATOR shall not be liable for any loss or damage to CAPACITY USER'S LNG and/or NATURAL GAS except to the extent that such loss or damage arises from act or omission of OPERATOR (in which case OPERATOR'S liability shall be capped at Malaysian Ringgit one million (RM 1,000,000) per year per CAPACITY USER.

14.3 Commingling

OPERATOR shall have the absolute right to commingle CAPACITY USER'S LNG and SEND OUT GAS with other CAPACITY USERS' LNG and SEND OUT GAS.

15.0 UNDERTAKINGS

15.1 Standard of Performance

In performing its obligations and exercising its rights under this ACCESS ARRANGEMENT, each PARTY shall act in accordance with APPLICABLE LAWS, AUTHORISATIONS, INTERNATIONAL LNG VESSEL STANDARDS (in the case of CAPACITY USER), INTERNATIONAL LNG TERMINAL STANDARDS (in the case of OPERATOR) and the standards of a REASONABLE AND PRUDENT OPERATOR.

15.2 Authorisations

Each PARTY shall, subject to the remaining provisions of this ACCESS ARRANGEMENT, obtain, comply with and do all that is necessary to maintain in full force any AUTHORISATIONS required under any APPLICABLE LAWS as and when such AUTHORISATIONS are required to enable it to comply with its obligations under this ACCESS ARRANGEMENT.

16.0 LIABILITIES AND INDEMNITIES

16.1 Damage to the RECEIVING FACILITY

OPERATOR shall protect, indemnify, defend and hold harmless CAPACITY USER against any claim arising out of loss or damage to the RECEIVING FACILITY, except to the extent that such loss or damage arises from the WILFUL MISCONDUCT or GROSS NEGLIGENCE of CAPACITY USER.

16.2 Damage to LNG VESSELS

CAPACITY USER will protect, indemnify, defend and hold harmless OPERATOR against any claim arising out of loss or damage to an LNG VESSEL except to the extent that such loss or damage arises from the WILFUL MISCONDUCT or GROSS NEGLIGENCE of OPERATOR.

16.3 Personal Injury and Death

Each PARTY hereby agrees to protect, indemnify, defend and hold harmless the other PARTY and the other PARTY'S AFFILIATES, employees, officers, directors and agents for and against any direct costs, losses and expenses reasonably incurred in respect of injury, death, sickness or ill-health caused to or suffered by the indemnifying PARTY'S employees, officers, directors and agents directly as a result of, or arising out of or in connection with the performance or non-performance of this ACCESS ARRANGEMENT or the operations or activities in relation to the RECEIVING FACILITY or the LNG VESSEL regardless of the cause or reason therefor except to the extent that such loss or damage arises from the WILFUL MISCONDUCT or GROSS NEGLIGENCE of the indemnified PARTY.

16.4 Third Party Claims

Subject to the express provisions of this ACCESS ARRANGEMENT, each PARTY hereby agrees that neither PARTY shall be obliged to protect, indemnify, defend or hold harmless the other PARTY from or against any third party claims. Liability for such third party claims shall be as determined by law.

16.5 Cap on OPERATOR'S and CAPACITY USER'S liability

- (a) Subject to AA 16.5(c), OPERATOR'S aggregate liability to CAPACITY USER in respect of a single occurrence or series of occurrences under AAs 4.2(b), 9.3(i), 9.4(b), 13.3(f), and 13.6(f) shall be subject to a cap equal to 1 million Malaysian ringgit.
- (b) Any CAPACITY USER'S aggregate liability to OPERATOR in respect of a single occurrence or series of occurrences under AAs 7.13(f), 13.3(b)(iii), 13.3(c)(iii), 13.3(d) shall be subject to a cap equal to 1 million Malaysian ringgit.
- (c) The limitations on liability of a PARTY set out in this AA 16.5 shall not apply in the case of WILFUL MISCONDUCT or GROSS NEGLIGENCE of that PARTY or its personnel charged with supervision of the performance by that PARTY of this AA.

16.6 Exclusive Remedies

The PARTIES intend that their respective rights, obligations and liabilities as provided for in this ACCESS ARRANGEMENT shall be exhaustive of the rights, obligations and liabilities of each of them to the other arising out of, under or in connection with the subject matter of this ACCESS ARRANGEMENT. Accordingly, the remedies expressly stated in this ACCESS ARRANGEMENT are intended to be the sole and exclusive remedies of the PARTIES to this ACCESS ARRANGEMENT for the liabilities of the PARTIES arising out of or in connection with the subject matter of this ACCESS ARRANGEMENT, notwithstanding any remedy otherwise available at law or in equity.

16.7 Exclusion of Consequential Loss

Neither PARTY shall be liable to the other for or in respect of:

- (a) loss of profits, loss of revenue, loss of use, loss of contracts, or loss of business opportunity; or
- (b) any indirect or consequential loss or damage; or
- (c) any special, incidental, exemplary or punitive damages,

suffered or incurred by the other PARTY or any person resulting from breach of or failure to perform the TERMINAL USE AGREEMENT or the breach of any representation or warranty

hereunder, whether express or implied, and whether such damages are claimed under breach of warranty, breach of contract, tort or other theory or course of action at law or in equity.

17.0 INTERNAL GAS CONSUMPTION

17.1 OPERATOR shall be responsible for procuring at the RECEIVING FACILITY at no cost to CAPACITY USER a volume of LNG and/or NATURAL GAS equal to the aggregate of:

- (a) ANTICIPATED IGC; and
- (b) UNACCOUNTED GAS in excess of the ANTICIPATED IGC.

17.2 CAPACITY USER shall bear by way of deduction from its LNG inventory pursuant to AA 11.3:

- (a) LOST GAS due to the acts or omissions of CAPACITY USER; and
- (b) its pro rata share of LOST GAS in excess of ANTICIPATED IGC due to the acts or omissions of neither OPERATOR nor any CAPACITY USER (calculated on the basis of such CAPACITY USER'S UTILISATION SLOTS in any CONTRACT YEAR as a proportion of the total number of UTILISATION SLOTS in a CONTRACT YEAR).

17.3 If, on any GAS DAY, as a result of the exercise by OPERATOR of its rights, SEND OUT GAS is delivered from the RECEIVING FACILITY at a rate less than the MINIMUM SEND OUT RATE, CAPACITY USER'S share of the INTERNAL GAS CONSUMPTION for such GAS DAY shall be calculated in the manner provided in Schedule 6.

18.0 INVOICING, PAYMENTS, TAXES AND DUTIES

18.1 Except in relation to UIOLI UTILISATION SLOTS, OPERATOR shall submit invoices at the end of each CONTRACT MONTH to CAPACITY USER for any UTILISATION SLOTS completed during that CONTRACT MONTH.

18.2 Unless otherwise specified, payment of any invoice shall be made in full by CAPACITY USER in Malaysian Ringgit in accordance with this AA 18 to the bank account as designated by OPERATOR within thirty (30) days from the date of receipt of an invoice.

18.3 Prior to initiating a DISPUTE relating to an invoice, payment by CAPACITY USER or OPERATOR, as the case may be, on an invoice shall be made in full. After such payment has been made, the PARTY intending to initiate a DISPUTE must notify the other PARTY that it is disputing an invoice by specifying:

- (a) the date and number of the invoice;
- (b) the items under DISPUTE;
- (c) the basis of DISPUTE; and
- (d) the amount of money related to the DISPUTE.

All notifications of DISPUTE relating to an invoice, a debit note or a credit note shall be issued within thirty (30) days from the date of invoice, credit note or debit note, failing which such right is deemed waived.

18.4 The PARTIES may agree to submit disputes over invoicing either for determination by an EXPERT under AA 36.0 or to the DISPUTE RESOLUTION COMMITTEE under AA 37.1. Where the PARTIES cannot agree on either of the above alternatives then the dispute shall be submitted to arbitration under AA 37.2 to 37.9.

- 18.5** Interest on any amount due but not paid on the due date shall accrue from the day immediately following the due date up to and including the day when payment is made, at a rate per annum which shall be two per cent (2%) above the average of the quoted six (6) month Kuala Lumpur Interbank Offered Rate ("KLIBOR") computed on the basis of a three hundred and sixty (365) days compounded monthly, as most recently published by Reuters KLIBOR on the due date. If no such interest rate is published on that day, the interest rate published on the next preceding day on which such a rate was so published shall be used.
- 18.6** All payments shall be inclusive of taxes, duties, and levies of a similar nature imposed by any GOVERNMENTAL AUTHORITY with respect to the SERVICES.
- 18.7** The PARTIES hereby represent that, to the best of their knowledge and belief, the above payments and payment procedures do not violate any APPLICABLE LAWS or regulations including, without limitation, tax or exchange control laws or regulations. If it is later determined that these payments/procedures do violate any APPLICABLE LAWS or regulation, the PARTIES will change them to comply with such law/regulation, but still implement the intent expressed in this clause to the maximum extent possible.

18.8 Taxes

- (a) Each PARTY shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it in connection with the ACCESS ARRANGEMENT. All TAXES levied on each PARTY shall be for the account of the PARTY and shall not be reimbursed by the other PARTY.
- (b) Each PARTY shall protect, indemnify and hold safe and harmless the other PARTY from any and all claims or liability for TAXES assessed or levied by the Inland Revenue Board of Malaysia ("IRB"), whichever is applicable against such PARTY or its contractors for or on account of any payment made to or earned by the PARTY in connection with this ACCESS ARRANGEMENT.

Each PARTY further shall protect, indemnify and hold the other party harmless from all TAXES assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by such PARTY's employees, or employees of its contractors, and all TAXES assessed or levied against, on or for account of any property or equipment of such PARTY.

- (c) Each PARTY shall have the right to withhold TAXES from payments due to the other PARTY under this ACCESS ARRANGEMENT to the extent that such withholding may be required by the IRB or relevant tax authorities, and payment by such PARTY to the IRB or relevant tax authorities of the amount of money so withheld will relieve the other PARTY from any further obligation to the other PARTY with respect to the amount so withheld.
- (d) Each PARTY shall indemnify the other PARTY against all claims, demands and causes of action based on any actual TAXES for which such PARTY is liable or any actual or alleged failures by such PARTY or its contractors to comply with applicable tax reporting, return, or other procedural requirement with respect to this ACCESS ARRANGEMENT. The indemnity shall include without limitation, all penalties, awards, and judgments; court and arbitration costs; legal fees; and other reasonable expenses associated with such claims, demands, and causes of action.
- (e) Each PARTY shall give prompt notice to the other PARTY of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.

In the event that a refund opportunity arises with respect to any TAX paid by one PARTY as a result of the transactions governed by this ACCESS ARRANGEMENT, both PARTIES shall reasonably work together to pursue such refund. If one PARTY receives a refund or a credit for any TAX paid by the other PARTY with respect to this ACCESS ARRANGEMENT, then the PARTY receiving the refund or credit agrees to refund to that other PARTY the full amount of such refund or credit.

18.9 Service Tax

- (a) This AA 18.9 shall only apply upon the enactment and implementation date of the Service Tax Act 2018 in Malaysia.
- (b) Where service tax is applicable to any services rendered by OPERATOR under the AGREEMENT, CAPACITY USER shall be responsible for and pay the service tax when invoiced by OPERATOR for any taxable service rendered, provided that OPERATOR shall provide CAPACITY USER a copy of valid Service Tax license issued by the Royal Malaysian Customs Department ("Customs Authority") confirming that OPERATOR is licensed under the applicable Act as a taxable person providing taxable services.
- (c) Service tax amount shall be separately stated in the prices and/or rates, and shall be separately itemized in the invoice.
- (d) For avoidance of doubt, "Service Tax" as mentioned above refers to the tax imposed on taxable services provided by taxable person in Malaysia effective from 1 September 2018 as set out in the Service Tax Act 2018.

18.10 Costs and Expenses

Each PARTY shall bear its own respective legal costs, disbursements, charges and expenses incurred in connection with the negotiation, preparation and execution of the TERMINAL USE AGREEMENT, but the stamp duty shall be borne by CAPACITY USER.

19.0 SUSPENSION

19.1 OPERATOR shall have the right (but is not obligated to) to suspend the SERVICES if CAPACITY USER:

- (a) fails to pay in full any amount when due, including any invoice issued by OPERATOR in respect of the FEE pursuant to AA 18.1; or
- (b) does not maintain in full force and effect any PRIMARY COLLATERAL or ADDITIONAL COLLATERAL required to be maintained,

(each a "**SUSPENSION EVENT**"), in accordance with this AA 19.0.

19.2 Upon the occurrence of a SUSPENSION EVENT, OPERATOR may give written notice to CAPACITY USER requiring CAPACITY USER to remedy the default within fourteen (14) days from the date of such notice. If CAPACITY USER fails to remedy the SUSPENSION EVENT within the period specified, OPERATOR may, without any liability on the part of OPERATOR, suspend the SERVICES with immediate effect by giving notice of such suspension. Such SERVICES will remain suspended until CAPACITY USER remedies the SUSPENSION EVENT, in which case the SERVICES will be resumed.

19.3 CAPACITY USER agrees to protect, indemnify, defend and hold harmless OPERATOR for and against any direct costs, losses or expenses reasonably incurred by OPERATOR as a result of the SERVICES being suspended pursuant to this AA 19.0.

20.0 TERMINATION

- 20.1** Subject to this AA 20.0, CAPACITY USER shall have the right to terminate the TERMINAL USE AGREEMENT if any of the following (each an "OPERATOR EVENT OF DEFAULT") occur:
- (a) an INSOLVENCY EVENT occurs in relation to OPERATOR;
 - (b) OPERATOR fails to perform any of its material obligations under the TERMINAL USE AGREEMENT and such failure causes the RECEIVING FACILITY to be UNAVAILABLE for a period in excess of three hundred and sixty-five 365 days in any period of one thousand and ninety-five 1095 consecutive days; or
 - (c) CAPACITY USER becomes entitled to terminate the TERMINAL USE AGREEMENT pursuant to AA 40.5(b).
- 20.2** Subject to this AA 20.0, OPERATOR shall have the right to terminate the TERMINAL USE AGREEMENT if any of the following (each a "CAPACITY USER EVENT OF DEFAULT") occur:
- (a) CAPACITY USER fails to pay when due any invoice issued by OPERATOR in respect of the FEE pursuant to AA 18.1; or
 - (b) CAPACITY USER fails to pay OPERATOR any amount owing to OPERATOR under the TERMINAL USE AGREEMENT (other than the FEE); or
 - (c) if CAPACITY USER is a shipping licensee, CAPACITY USER loses its shipping licence; or
 - (d) CAPACITY USER fails to maintain in full force and effect any PRIMARY COLLATERAL or ADDITIONAL COLLATERAL required to be maintained; or
 - (e) OPERATOR serves a request or notice pursuant to clauses 6.2.1(b) or 6.2.2(c) of the INTER-CAPACITY USER AGREEMENT relating to a default or non- payment by CAPACITY USER; or
 - (f) an INSOLVENCY EVENT occurs in relation to CAPACITY USER; or
 - (g) OPERATOR becomes entitled to terminate the TERMINAL USE AGREEMENT pursuant to AA 40.2(d), 40.3(e) or 40.5(b).
- 20.3** Upon the occurrence of an OPERATOR EVENT OF DEFAULT or CAPACITY USER EVENT OF DEFAULT, the non-defaulting PARTY may give written notice ("DEFAULT NOTICE") to the defaulting PARTY specifying OPERATOR EVENT OF DEFAULT or CAPACITY USER EVENT OF DEFAULT (as the case may be).
- 20.4** If CAPACITY USER fails to cure a CAPACITY USER EVENT OF DEFAULT under AA 20.2(a), 20.2(b), 20.2(c) or 20.2(d) within fifteen (15) days of the DEFAULT NOTICE, OPERATOR may terminate the TERMINAL USE AGREEMENT with immediate effect by giving notice of such termination.
- 20.5** If an OPERATOR EVENT OF DEFAULT occurs under AA 20.1(a) or 20.1(b) or a CAPACITY USER EVENT OF DEFAULT under AAs 20.2(e), 20.2(f) or 20.2(g), the non-defaulting PARTY may terminate the TERMINAL USE AGREEMENT with immediate effect on notice at any time on or following service of the DEFAULT NOTICE.
- 20.6** Either PARTY may terminate the TERMINAL USE AGREEMENT by providing thirty (30) days' prior written notice to OPERATOR if any EVENT OF FORCE MAJEURE is continuing for a period of three hundred and sixty (360) consecutive calendar days.

20.7 On termination of the TERMINAL USE AGREEMENT pursuant to this AA 20.0 all the rights and obligations of the PARTIES under the TERMINAL USE AGREEMENT shall cease to have effect PROVIDED that such termination shall not affect:

- (a) any right and obligation of the PARTIES expressed to arise under the TERMINAL USE AGREEMENT on, or to survive, the termination thereof; and
- (b) any liability of either PARTY accrued prior to the date of termination.

20.8 Following termination of the TERMINAL USE AGREEMENT for a CAPACITY USER EVENT OF DEFAULT, CAPACITY USER shall remain obliged to pay the FEES as if the TERMINAL USE AGREEMENT had not been terminated until the date on which the TERMINAL USE AGREEMENT would have expired in accordance with its terms, provided that the amount payable under this AA 20.8 will be reduced by any FEES paid by a new CAPACITY USER who receives SERVICES pursuant to a replacement TERMINAL USE AGREEMENT (and where more than one TERMINAL USE AGREEMENT is terminated for CAPACITY USER EVENT OF DEFAULT, any new TERMINAL USE AGREEMENT shall be deemed to replace the terminated TERMINAL USE AGREEMENT in the chronological order in which the latter was terminated).

20.9 In the event of termination of the TERMINAL USE AGREEMENT for OPERATOR EVENT OF DEFAULT pursuant to this AA 20.0 the PARTIES shall meet to discuss appropriate alternative arrangements. If no such arrangements have been agreed by the PARTIES by the date falling three (3) months after the date of termination of the TERMINAL USE AGREEMENT, the liability of OPERATOR arising as a result of termination shall be determined in accordance with Malaysian law.

20.10 Neither PARTY shall have any liability as a result of termination of TERMINAL USE AGREEMENT pursuant to AA 20.6.

21.0 CHANGE OF LAW

If there is a change in APPLICABLE LAWS after the SERVICE COMMENCEMENT DATE which (i) makes it impossible for a PARTY to fulfil all or part of its obligations under the TERMINAL USE AGREEMENT or (ii) has a material adverse effect on the ability of a PARTY to fulfil any of its obligations under the TERMINAL USE AGREEMENT, or (iii) makes all or any part of the TERMINAL USE AGREEMENT unenforceable, then upon the written request of any PARTY, the PARTIES shall promptly meet and discuss and, acting in good faith, agree upon any amendments that may be required to the terms of the TERMINAL USE AGREEMENT in order to take into account of the change in APPLICABLE LAWS such that each PARTY can continue to comply with the terms of the TERMINAL USE AGREEMENT.

22.0 FORCE MAJEURE

22.1 Definition of EVENT OF FORCE MAJEURE

For the purposes of the TERMINAL USE AGREEMENT, ("EVENT OF FORCE MAJEURE") means any occurrence or circumstance beyond the control of the PARTY claiming to be excused from its obligations by virtue of such occurrence or circumstance ("AFFECTED PARTY") and resulting in or causing a failure by the AFFECTED PARTY in the fulfilment of any of its obligations to the other PARTY and which by the exercise of due diligence the AFFECTED PARTY is unable to prevent or overcome and without prejudice to the generality of the foregoing includes:

- (a) fire, haze, explosion and acts of God including tsunamis, flood, lightning, storm, typhoon, hurricane, tornado, cyclone, earthquake, landslide, perils at sea, soil erosion,

- subsidence, washout or epidemic (excluding ADVERSE WEATHER CONDITIONS); or
- (b) war (whether declared or undeclared), civil war, act of terrorism, piracy, riot, civil disturbance, blockade, insurrection, embargo, trade sanctions, military uprising or act of public enemy; or
- (c) strike, lock out or industrial disturbance, provided that any strike, lock out or industrial disturbance that affects OPERATOR or OPERATOR'S sub- contractors only, will not be considered an EVENT OF FORCE MAJEURE; or
- (d) loss of, damage to, or failure of the RECEIVING FACILITY (including damage due to LNG VESSEL collision with the RECEIVING FACILITY and with other vessels); or
- (e) changes in APPLICABLE LAWS that directly affect any of the PARTIES and/ or render unlawful performance of any of the PARTIES' obligations hereunder; or
- (f) inability of any CAPACITY USER'S customers to take NATURAL GAS if such customer's inability is occasioned by an event or occurrence of the character described or envisaged in this provision as constituting an EVENT OF FORCE MAJEURE; or
- (g) loss of, damage to, or unavailability of the PGU NETWORK; or
- (h) acts of any GOVERNMENTAL AUTHORITY, including any exercise of the ENERGY COMMISSION'S authority under section 38 of the GAS SUPPLY ACT; or
- (i) reduction or interruption in electricity supplies affecting the RECEIVING FACILITY; or
- (j) closure of the SUNGAI UDANG PORT.

22.2 Effect of EVENT OF FORCE MAJEURE

- (a) Without prejudice to any other provisions of the TERMINAL USE AGREEMENT limiting or restricting the liability of the AFFECTED PARTY, if by reason of an EVENT OF FORCE MAJEURE, the AFFECTED PARTY is rendered unable wholly or in part to carry out its obligations under the TERMINAL USE AGREEMENT, then:
 - (i) its obligations will be suspended to the extent the AFFECTED PARTY'S ability to perform is hindered by the EVENT OF FORCE MAJEURE; and
 - (ii) the failure or omission of the AFFECTED PARTY to perform such obligations will not be treated as a failure or omission to comply with the TERMINAL USE AGREEMENT.
- (b) Where OPERATOR or CAPACITY USER fails or omits to perform an obligation under the TERMINAL USE AGREEMENT in obedience to any Government act, order or regulation, provided that it is proved that such failure or omission is the necessary consequence of such act, order or regulation, such failure or omission shall not be treated as a failure or omission to comply with the TERMINAL USE AGREEMENT.
- (c) If OPERATOR is unable to meet its obligations to CAPACITY USER under this ACCESS ARRANGEMENT due to an EVENT OF FORCE MAJEURE that affects the berthing of LNG VESSELS and the receipt of LNG, then OPERATOR shall cancel the BERTHING SLOTS reflected in the issued ANNUAL OPERATION SCHEDULE or the THREE MONTH OPERATION SCHEDULE.

22.3 No Relief

- (a) Notwithstanding the provisions of AA 22.2, CAPACITY USER shall not be obliged to pay the FEES to the extent that OPERATOR is not providing the SERVICES as a result of an EVENT OF FORCE MAJEURE.
- (b) Subject to AA 22.3(a), an EVENT OF FORCE MAJEURE will not relieve a PARTY from any liability or obligation to:
 - (i) make payments due under the TERMINAL USE AGREEMENT; or
 - (ii) give any notice due under the TERMINAL USE AGREEMENT.

22.4 Notification of EVENT OF FORCE MAJEURE

Following any occurrence of an EVENT OF FORCE MAJEURE, the AFFECTED PARTY must, as soon as reasonably practicable, notify the other PARTY of the occurrence and nature of the EVENT OF FORCE MAJEURE, the expected duration thereof, (insofar as the same can reasonably be assessed), and the obligations of the AFFECTED PARTY performance of which is affected by it and from time to time thereafter provide to the other PARTY reasonable details of:

- (a) the estimated period during which performance may be prevented, interfered with, delayed, including, to the extent known or ascertainable, the estimated extent of such reduction in performance;
- (b) the particulars of the programme to be implemented to resume normal performance hereunder; and
- (c) any UTILISATION SLOTS that have been awarded but will not be made available or received, as the case may be, by reason of and EVENT OF FORCE MAJEURE.

Such notices shall thereafter be updated at reasonable intervals during the period of such claimed EVENT OF FORCE MAJEURE specifying the actions being taken to remedy the circumstances causing such EVENT OF FORCE MAJEURE.

22.5 Resumption of Obligations

The AFFECTED PARTY must resume the performance of any of its obligations that are affected by an EVENT OF FORCE MAJEURE as soon as reasonably practicable after the removal of the cause of the failure and must notify the other PARTY prior to its resumption.

22.6 Termination for EVENT OF FORCE MAJEURE

Without prejudice to the preceding paragraphs, if any EVENT OF FORCE MAJEURE is continuing for a period of three hundred and sixty (360) consecutive days CAPACITY USER shall be entitled to terminate the TERMINAL USE AGREEMENT and AA 20.6 shall apply.

23.0 INSURANCE

23.1 OPERATOR'S obligation to INSURE

Without prejudice to OPERATOR'S liability and responsibility as contained elsewhere in the TERMINAL USE AGREEMENT, OPERATOR shall procure, and maintain at its own cost and expense during the TERM, the following insurances applicable to its operations with respect to the TERMINAL USE AGREEMENT:

- (a) Workmen's Compensation Insurance and/or Employer's Liability Insurance and/or any other insurance with statutory limits as required by the laws of Malaysia to provide for

payment to its employees employed on or in connection with the SERVICES covered by this OPERATOR and/or their dependants;

- (b) Motor Vehicle Liability Insurance for owned, non-owned and hired units covering the use of such vehicles in accordance with the Road Transport Act;
- (c) "All Risks" Physical Damage Insurance to cover the full replacement value of OPERATOR'S equipment used, owned, leased or hired by OPERATOR;
- (d) Comprehensive General Liability Insurance; and
- (e) any other insurance which may be relevant and/or which may be required by APPLICABLE LAWS.

23.2 CAPACITY USER'S obligation to INSURE

Without prejudice to CAPACITY USER's liability and responsibility as contained elsewhere in the TERMINAL USE AGREEMENT, CAPACITY USER shall procure, and maintain at its own cost and expense during the TERM, the following insurances applicable to its operations with respect to the TERMINAL USE AGREEMENT:

- (a) Protection and Indemnity Insurance for owned, non-owned or hired waterborne craft covering CAPACITY USER'S liability including but not limited to crew, pollution, contractual and wreck arising from the use and/or operation of the said craft;
- (b) Hull and Machinery insurance for all vessels owned, hired, chartered, leased or used by CAPACITY USER, in connection with the SERVICES for an amount of not less than the full replacement value of each such vessel, including cover for full collision liability and the cost of removal of debris; and
- (c) Any other insurance which may be relevant and/or which may be required by APPLICABLE LAWS.

23.3 Notwithstanding the above, the provision of all insurances shall not limit or reduce either PARTY'S liability or responsibility under the TERMINAL USE AGREEMENT.

23.4 Each PARTY shall include a waiver of all express or implied rights of subrogation against the other PARTY in the terms of all insurances it is required to obtain and maintain pursuant to the TERMINAL USE AGREEMENT.

24.0 CONFIDENTIALITY

24.1 Each PARTY hereto undertakes that it will not, save as permitted pursuant to AA 24.2, divulge any CONFIDENTIAL INFORMATION to any persons other than its own officers, employees or professional advisers as having a reasonable need for such information in carrying out their respective duties for the purpose of the TERMINAL USE AGREEMENT and will procure that such persons will not disclose such information save as aforesaid.

24.2 Notwithstanding AA 24.1, either PARTY shall have the right to disclose CONFIDENTIAL INFORMATION without obtaining the other PARTY'S prior consent in the following situations:

- (a) if required by any court of law or any law, rule or regulation, or by a GOVERNMENTAL AUTHORITY (including by the ENERGY COMMISSION having or asserting jurisdiction over a PARTY such disclosure in accordance with that jurisdiction (including in connection with the resolution of a DISPUTE), or pursuant to the rules of Bursa Malaysia Securities Berhad (Bursa Malaysia), Securities Commission (SC) or any other recognised stock exchange or agency on which either PARTY'S securities are quoted;

- (b) to accountants, other professional consultants or insurers, provided such disclosure is solely to assist the purpose for which the aforesaid were so engaged and further provided that such persons agree to hold such information or documents under terms of confidentiality equivalent to AA 24.0;
- (c) to its AFFILIATES and its shareholders, provided that such recipient entity has a bona fide business need for such information and agrees to hold such information or documents under terms of confidentiality equivalent to AA 24.0;
- (d) to any GOVERNMENTAL AUTHORITIES to the extent such disclosure assists OPERATOR and CAPACITY USER in obtaining approvals;
- (e) to an EXPERT or to an arbitral tribunal in connection with the resolution of a DISPUTE; and
- (f) to the extent any such information or document has entered the public domain other than through the fault or negligence of the PARTY making the disclosure.

24.3 The obligations in AAs 24.1 and 24.2 with regard to the CONFIDENTIAL INFORMATION shall remain in effect for three (3) years after the TERMINAL USE AGREEMENT is terminated or expires.

24.4 Subject to any applicable statutory or regulatory rules or otherwise as may be required by Bursa Malaysia or SC, none of the PARTIES hereto shall make any public announcement in relation to the terms of the TERMINAL USE AGREEMENT of the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto unless:

- (a) the purpose, form and text thereof shall be specifically agreed in writing by the other PARTY; or
- (b) if the same shall be required by Bursa Malaysia or SC, the PARTIES shall mutually consult on the proposed text thereof and use all REASONABLE ENDEAVOURS to agree upon such text.

25.0 NOTICES

25.1 Except as otherwise specifically provided, all notices, statements, invoices, payments, requests, demands, or other communications under the TERMINAL USE AGREEMENT shall be in writing or by facsimile in English sent or delivered to the intended recipient PARTY at the address indicated by the recipient PARTY.

25.2 All communications between the PARTIES shall be effective, in the case of written communication when delivered and, in case of a communication by facsimile, when sent and addressed as set forth above.

25.3 Oral communication is not notice for any purposes of the TERMINAL USE AGREEMENT, and telephone numbers for the PARTIES are listed as a matter of convenience only. Regarding facsimile and/or e-mail communication automatic delivery receipts issued is not evidenced of effective notices for purposes of the TERMINAL USE AGREEMENT and shall only be effective following direct human acknowledgement.

26.0 ASSIGNMENT AND SERVICES TRANSFER

26.1 Transfer by OPERATOR

Subject to AA 26.2, OPERATOR shall not assign, convey, transfer or otherwise dispose of any part of or all of its rights and/or obligations under the TERMINAL USE AGREEMENT to any person or entity without the prior written consent of CAPACITY USER.

26.2 OPERATOR may:

- (a) assign, convey, transfer or otherwise dispose of any part of or all of its rights and/or obligations under the TERMINAL USE AGREEMENT to an AFFILIATE; or
- (b) assign its rights under the TERMINAL USE AGREEMENT to any person providing finance to OPERATOR or any agent of such person provided that such assignment shall not modify or amend any of CAPACITY USER'S rights and OPERATOR'S obligations under the TERMINAL USE AGREEMENT.

26.3 ENTIRE SERVICE TRANSFER by a CAPACITY USER

CAPACITY USER may assign, convey, transfer, or otherwise dispose of all of its rights and obligations under the TERMINAL USE AGREEMENT to any person that meets the ACCESS REQUIREMENTS in accordance with AA 2.0 (a "PROPOSED TRANSFEREE") for the duration of the TERM (an "ENTIRE SERVICE TRANSFER"), subject to the following:

- (a) CAPACITY USER and the PROPOSED TRANSFEREE must jointly deliver to OPERATOR notice of their intention to effect such ENTIRE SERVICE TRANSFER no later than thirty (30) days before the proposed ENTIRE SERVICE TRANSFER EFFECTIVE TIME;
- (b) OPERATOR providing written confirmation to CAPACITY USER and PROPOSED TRANSFEREE that OPERATOR consents to such ENTIRE SERVICE TRANSFER (following OPERATOR'S receipt of a valid transfer notice in accordance with AA 26.3(a)), such consent to not be unreasonably withheld or delayed; and
- (c) an effective ENTIRE SERVICE TRANSFER having taken place in accordance with AA 26.4.

26.4 An ENTIRE SERVICE TRANSFER pursuant to AA 26.3 shall take effect at the time at which a novation agreement substantially in the form attached in Schedule 11 entered into between OPERATOR, the transferring CAPACITY USER and the PROPOSED TRANSFEREE comes into effect in accordance with its terms (the "ENTIRE SERVICE TRANSFER EFFECTIVE TIME").

26.5 Subject to an effective ENTIRE SERVICE TRANSFER having taken place in accordance with AA 26.4, with effect from the ENTIRE SERVICE TRANSFER EFFECTIVE TIME, OPERATOR acknowledges that the PROPOSED TRANSFEREE may exercise all rights, and will assume all liabilities and obligations, of CAPACITY USER under the TERMINAL USE AGREEMENT in substitution for CAPACITY USER as if the PROPOSED TRANSFEREE had at all times been a party to such TERMINAL USE AGREEMENT.

26.6 VOLUNTARY SLOT SURRENDER by CAPACITY USER

- (a) A CAPACITY USER may surrender a UTILISATION SLOT awarded to it in accordance with AA 7.5(a)(i) or AA 7.9(a)(i) (upon which such CAPACITY USER shall each be referred to as "**SURRENDERING CAPACITY USER**") by, subject to the following:-
 - (i) **SURRENDERING CAPACITY USER** shall issue to the OPERATOR the notice of intention to surrender no later than the fifteenth (15th) day of m-4, where "m" is the month during which the UTILISATION SLOT was then scheduled to occur (the "**SURRENDERED UTILISATION SLOT DEADLINE**");
 - (ii) OPERATOR providing to **SURRENDERING CAPACITY USER** the SURRENDER APPROVAL NOTICE confirming that OPERATOR has no

objection to such surrender whereupon such UTILISATION SLOT shall become a **“SURRENDERED UTILISATION SLOT”**.

- (b) SURRENDERING CAPACITY USER shall be entitled to cancel the surrender of the UTILISATION SLOTS on the sixteenth (16th) day of M-4 onwards to the end of M-4 provided that the SURRENDERED UTILISATION SLOT is not awarded to an APPLICANT.
- (c) If a SURRENDERING CAPACITY USER does surrender a UTILISATION SLOT awarded to it on or before the SURRENDERED UTILISATION SLOT DEADLINE but such SURRENDERED UTILISATION SLOT is not subsequently re-awarded to any APPLICANT in accordance with AA 26.6(b), then such SURRENDERING CAPACITY USER shall be liable for the full BASE FEES due in respect of such UTILISATION SLOT. Any ADDITIONAL COLLATERAL provided in relation to such UTILISATION SLOT shall be released upon the payment in full of the BASE FEE by such CAPACITY USER.
- (d) If a CAPACITY USER surrenders a UTILISATION SLOT awarded to it on or before the SURRENDERED UTILISATION SLOT DEADLINE and such SURRENDERED UTILISATION SLOT is subsequently re-awarded to an APPLICANT in accordance with AA 26.6(b), then:
 - (i) Subject to AA 26.6 (d)(iii) below, SURRENDERING CAPACITY USER shall not be liable for the BASE FEES due in respect of such UTILISATION SLOT;
 - (ii) SURRENDERING CAPACITY USER shall receive an amount equivalent to the seventy five percent (75%) of the RISK ALLOCATION PREMIUM as reward for voluntarily releasing the UTILISATION SLOTS within the allocated deadline;
 - (iii) HOWEVER, in the event the RISK ALLOCATION PREMIUM is a discounted number to the BASE FEE,:
 - (a) then SURRENDERING CAPACITY USER shall be liable to pay to OPERATOR the BASE FEE minus the amount equivalent to the discounted BASE FEE;
 - (b) new CAPACITY USER shall be liable to pay to OPERATOR amount equivalent to the following;
 - a. discounted BASE FEE; and
 - b. twenty five percent (25%) of the RISK ALLOCATION PREMIUM.
 - (iv) any ADDITIONAL COLLATERAL provided in relation to such SURRENDERED UTILISATION SLOT shall be released.
- (e) The new CAPACITY USER being awarded with the SURRENDERED UTILISATION SLOTS shall be deemed to warrant at the time of such transfer notice that it will, at the SURRENDERED UTILISATION SLOT EFFECTIVE TIME, continue to meet the ACCESS REQUIREMENTS in accordance with AA 2.0 and be a PARTY to a TERMINAL USE AGREEMENT.
- (f) CAPACITY USER agrees to perform all further acts, and execute and deliver all further documents required by law or as may be necessary (as determined by OPERATOR, acting reasonably) to implement and/or give effect to a VOLUNTRAY SLOT SURRENDER by or to CAPACITY USER

- (f) Subject to an effective SURRENDER UTILISATION SLOTS having taken place in accordance with AA 26.6, and with effect from the SURRENDERED UTILISATION SLOT EFFECTIVE DATE:
- (g) The SURRENDERING CAPACITY USER will be released and discharged from all claims, demands, liabilities and obligations arising under the relevant TERMINAL USE AGREEMENT that are the subject of the relevant SURRENDERED UTILISATION SLOTS;
- (h) The APPLICANT being awarded with the SURRENDERED UTILISATION SLOTS may exercise all the rights, and will assume all of the liabilities and obligations of the SURRENDERING CAPACITY USER under the terms of the TERMINAL USE AGREEMENT, that are the subject of the SURRENDERED UTILISATION SLOTS;

26.7 USE IT OR LOSE IT

- (a) In the event that a CAPACITY USER'S THREE MONTH NOMINATION SCHEDULE does not set out the information detailed in:
 - (i) AA 7.8(a)(i); or
 - (ii) AA 7.8(a)(iv),
 for any UTILISATION SLOT, then such UTILISATION SLOT for which either such information is missing shall be returned to OPERATOR to be re-awarded to another APPLICANT whereupon such UTILISATION SLOT shall become a "UIOLI UTILISATION SLOT".
- (b) In the event a UIOLI UTILISATION SLOT occurs, AA 5.3 shall be applicable.

26.8 No Sub-letting

Save as expressly contemplated under the terms of this ACCESS ARRANGEMENT, CAPACITY USER shall not enter into any agreement or arrangement pursuant to which any third party has the right to utilise (whether in whole or part) such CAPACITY USER'S SERVICES ENTITLEMENT.

27.0 INTER-CAPACITY USER AGREEMENT

27.1 Each CAPACITY USER shall at all times be party to an INTER-CAPACITY USER AGREEMENT provided that, in all cases, CAPACITY USER will remain liable for the payment and performance of all of its obligations under the TERMINAL USE AGREEMENT.

28.0 REVISIONS TO THE ACCESS ARRANGEMENT

28.1 OPERATOR'S role

OPERATOR shall be entitled to propose amendments or modifications to this ACCESS ARRANGEMENT (each a "PROPOSED AA CHANGE"):

- (a) on its own accord; or
- (b) as a result of any directions from the ENERGY COMMISSION; or
- (c) as a result of any change requests (each an "AA CHANGE REQUEST") received from CAPACITY USERS (either individually or collectively) in accordance with the procedure set out below in AA 28.2.

28.2 Change request procedure

- (a) CAPACITY USER(S) may submit a AA CHANGE REQUEST to OPERATOR no later than six (6) CONTRACT MONTHS before the PROPOSED AA CHANGE is scheduled to take place.
- (b) The AA CHANGE REQUEST must include sufficient details on the changes being proposed by the CAPACITY USER(S), including a rationale and justification (as well as any relevant supporting documentation) for such changes.
- (c) Upon receipt of an AA CHANGE REQUEST, OPERATOR shall analyse and evaluate the AA CHANGE REQUEST, and may reasonably request any additional information and/or clarification from the CAPACITY USER(s).
- (d) Provided that OPERATOR is satisfied that the proposed changes contained therein are not inconsistent with the TPA CODE (and any other relevant codes developed and issued under the GAS SUPPLY ACT), OPERATOR shall publish the AA CHANGE REQUEST with the PROPOSED AA CHANGES which OPERATOR considers necessary to effect such AA CHANGE REQUEST for consultation in accordance with AA 28.3.

28.3 Consultation

OPERATOR shall publish the PROPOSED AA CHANGES (and relevant AA CHANGE REQUEST, if applicable) on its website. OPERATOR shall consult with the CAPACITY USER(S) on the PROPOSED AA CHANGES for ninety (90) days thereafter.

28.4 ENERGY COMMISSION approval

Within thirty (30) days after the end of the consultation period in AA 28.3, OPERATOR shall forward the PROPOSED AA CHANGES (including any modifications arising from the consultation process) to the ENERGY COMMISSION for prior approval.

Within fourteen (14) days of the ENERGY COMMISSION'S approval of the PROPOSED AA CHANGES (as modified, if necessary), OPERATOR shall publish the updated ACCESS ARRANGEMENT on its website and notify each of the CAPACITY USERS.

29.0 FURTHER ASSURANCE

Each PARTY shall co-operate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of the TERMINAL USE AGREEMENT.

30.0 ENTIRE AGREEMENT

- (a) The TERMINAL USE AGREEMENT in relation to the matters contained herein constitute the entire agreement between the PARTIES.
- (b) Save as otherwise expressly provided no modification, amendment or waiver of any of the provisions of the TERMINAL USE AGREEMENT shall be effective unless made in writing specifically referring to the TERMINAL USE AGREEMENT and duly signed by the PARTIES.

31.0 SURVIVAL OF RIGHTS, DUTIES AND OBLIGATIONS

Termination of the TERMINAL USE AGREEMENT for any cause shall not release a PARTY from any liability which at the time of termination has already accrued to another PARTY or which thereafter may accrue in respect of any act or omission prior to such termination.

32.0 ANNOUNCEMENTS

No PARTY shall make any press or other public announcement concerning any aspect of the TERMINAL USE AGREEMENT without first obtaining the agreement of the other PARTY to the text of that announcement.

33.0 SEVERANCE

If any provision of the TERMINAL USE AGREEMENT or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

34.0 WAIVER

The failure of a PARTY at any time to require performance of any of the provisions contained in the TERMINAL USE AGREEMENT shall in no way affect the rights of such PARTY to require any performance which may be due thereafter pursuant to such provisions, nor shall the waiver by a PARTY of any such breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision.

35.0 MITIGATION

Each PARTY shall use its REASONABLE ENDEAVOURS to mitigate any direct costs, losses and expenses in respect of which such PARTY is indemnified by the other PARTY pursuant to the TERMINAL USE AGREEMENT.

36.0 EXPERT DETERMINATION

- 36.1** In the event of a DISPUTE arising out of or relating to AAs 11.1, 11.2, 13.6(h) or 18.4, either PARTY may notify the other PARTY in writing of the DISPUTE (the "DISPUTE NOTICE") together with reasonable details of such DISPUTE. The PARTIES will then endeavour to resolve all matters in dispute as soon as reasonably practicable.
- 36.2** In the event of their failing to resolve such matters within twenty-one (21) days of service of the DISPUTE NOTICE, either PARTY may submit such DISPUTE to administered expert proceedings in accordance with the Rules for the Administration of Expert Proceedings of the International Chamber of Commerce. The parties agree that the findings of the expert so appointed (the "EXPERT") shall (in the absence of manifest error or fraud) be contractually binding upon them.
- 36.3** The expert determination process is private and confidential except in relation to enforcement or if required by law or for disclosure to advisors appointed by the EXPERT (on the basis that such parties are subject to the same confidentiality obligations).
- 36.4** All proceedings before the EXPERT shall be conducted in the English language and all documents submitted in connection with such proceedings shall either be in the English language or, if in another language, accompanied by a certified translation.
- 36.5** In the event that any DISPUTE which is to be decided pursuant to AA 36.2 above and any ongoing RELATED DISPUTE which has also been referred to an EXPERT for determination give rise to one or more common issues of fact or law, the PARTIES agree that both the DISPUTE and the RELATED DISPUTE shall be determined (separately) by whichever EXPERT was first appointed.
- 36.6** Where any DISPUTE which is to be decided pursuant to AA 36.2 above and a RELATED DISPUTE arising out of or relating to AAs 11.1, 11.2, 13.6(h) or 18.4, give rise to one (1) or more common issues of fact or law and an EXPERT has yet to be appointed in relation to either,

the PARTIES agree to appoint the same person as the EXPERT to determine both (at the same time).

- 36.7** If the DISPUTE and any RELATED DISPUTE which has already been determined give rise to common issues of fact or law, the PARTIES agree that submissions and evidence adduced, and the determination made, in the RELATED DISPUTE shall be admissible as evidence in the expert determination concerning the DISPUTE.

37.0 DISPUTE RESOLUTION

- 37.1** Save for those DISPUTES which are to be resolved under AA 36.0 or which arise with respect to matters falling under sections 13 or 14 to 21 of the GAS SUPPLY ACT (and that are referred to the ENERGY COMMISSION for determination in accordance with section 29 of the GAS SUPPLY ACT), any DISPUTE shall be settled in accordance with this AA 37.0 and in the spirit of mutual co-operation and goodwill. Any DISPUTE may be referred by either PARTY by written notice setting out a summary of the facts of the DISPUTE, to a dispute resolution committee (the "DISPUTE RESOLUTION COMMITTEE"). The DISPUTE RESOLUTION COMMITTEE shall consist of:

- (a) one (1) representative nominated by CAPACITY USER; and
- (b) one (1) representative nominated by OPERATOR,

each of which representatives shall have the authority to negotiate and agree an amicable settlement of any DISPUTE referred to it.

- 37.2** If any DISPUTE which is referred to the DISPUTE RESOLUTION COMMITTEE is not resolved amicably within thirty (30) days after the date of referral, either PARTY may refer that DISPUTE to be finally settled by arbitration in accordance with the Rules of Arbitration of the Asian International Arbitration Centre (the "AIAC"). For the avoidance of doubt, the AIAC shall be the appointing authority.

- 37.3** The seat, or legal place, of arbitration shall be Malaysia.

- 37.4** The arbitration shall be conducted in the English language, and the place of arbitration shall be Kuala Lumpur. The decision of the arbitrators shall be final and binding on the PARTIES hereto.

- 37.5** The number of arbitrators shall be three. One (1) arbitrator shall be nominated by CAPACITY USER, and one (1) arbitrator shall be nominated by OPERATOR. The two persons so nominated shall within fourteen (14) days of the appointment of the second of them, nominate a third arbitrator who shall act as the presiding arbitrator of the tribunal. If no such nomination is made within the time limit, then the appointing authority of the AIAC shall select and appoint the presiding arbitrator of the tribunal.

- 37.6** When a matter is referred to arbitration under the TERMINAL USE AGREEMENT, it shall not prevent or constitute a valid excuse for either PARTY from performing its respective obligations under the TERMINAL USE AGREEMENT.

- 37.7** Subject to AA 37.7(e) below, the PARTIES agree as follows:

- (a) Where a RELATED DISPUTE arises which raises substantially the same or connected factual and/or legal issues as a DISPUTE under the TERMINAL USE AGREEMENT (whether or not arbitration of the RELATED DISPUTE has already been commenced) (the "COMMON DISPUTES"), then on request, the AIAC can appoint the same tribunal in respect of the COMMON DISPUTES (the "COMMON TRIBUNAL"). Where arbitrators have already been appointed to determine any of the COMMON DISPUTES, the tribunal first appointed will constitute the COMMON TRIBUNAL. The parties will

ensure that the appointment of any other arbitrator is terminated immediately. The termination is without prejudice to:

- (i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;
 - (ii) his entitlement to be paid his proper fees and disbursements; and
 - (iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.
- (b) If it considers it to be in the interests of justice and efficiency, the COMMON TRIBUNAL can order the COMMON DISPUTES to be consolidated (a "CONSOLIDATION ORDER"). On making a CONSOLIDATION ORDER, the COMMON TRIBUNAL will have exclusive jurisdiction to resolve the COMMON DISPUTES.
- (c) If a CONSOLIDATION ORDER is made, the parties to each of the proceedings that are the subject of the order will be treated as having consented to the consolidated proceedings. The CONSOLIDATION ORDER and the award of the COMMON TRIBUNAL will be final and binding.
- (d) Each PARTY agrees that:
- (i) that the arbitral tribunal has power to join any party that is not party to the arbitration to the proceedings (an "ADDITIONAL PARTY") and each PARTY consents to such joinder;
 - (ii) that it may be joined as an ADDITIONAL PARTY to any arbitration commenced under a TERMINAL USE AGREEMENT or the INTER- CAPACITY USER AGREEMENT; and
 - (iii) not to unreasonably object to the joinder or otherwise obstruct any attempt to join an ADDITIONAL PARTY.
- (e) The AIAC and arbitral tribunal may only exercise the powers in this clause AA if all parties to the relevant arbitral proceedings (including in relation to AA 37.7(d), any ADDITIONAL PARTY) have been given a reasonable opportunity to make representations to the AIAC or arbitral tribunal in relation to the exercise of such powers.
- (f) If more than two parties are involved in any arbitral proceedings, the arbitral tribunal shall have all powers necessary to establish any supplementary procedural rules required or desirable in view of the multi-party nature of the arbitral proceedings. Such powers shall include the ability to issue one or more arbitration awards during or at the conclusion of the arbitration as considered necessary or appropriate or expedient by the arbitral tribunal.

37.8 Where the same or related issues of fact or law arise in two or more arbitration proceedings, evidence adduced and awards rendered in one such arbitration shall be admissible as evidence in the other(s). Subject to the above, the PARTIES agree that all arbitration proceedings shall be kept confidential and that the existence of the proceedings and all elements thereof (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the AIAC, the PARTIES, their counsel and any person necessary for the conduct of the proceedings, except as may be lawfully required in judicial proceedings relating thereto or to the award resulting therefrom, or as may otherwise be required by APPLICABLE LAWS.

37.9 By agreeing to arbitration under this AA 37.0, the PARTIES do not intend to deprive any court of its jurisdiction to issue an interim injunction or other interim relief in aid of the arbitration proceedings or the enforcement of any award, provided that the PARTIES agree that they may seek only such relief as is consistent with their agreement to resolve any dispute by way of arbitration. Without prejudice to such interim remedies in aid of arbitration as may be available under the jurisdiction of a court or otherwise, the arbitral tribunal shall also have full authority to grant interim remedies and to award damages for the failure of a PARTY to respect a court's or the arbitral tribunal's orders to that effect.

38.0 GOVERNING LAW

The TERMINAL USE AGREEMENT and any DISPUTE, shall be wholly and exclusively governed by and construed in accordance with the laws of Malaysia, save that Articles 41, 42 and 43 of the Arbitration Act, 2005 shall not apply.

39.0 SOVEREIGN IMMUNITY

39.1 The PARTIES recognise and acknowledge that the TERMINAL USE AGREEMENT is intended to constitute a commercial transaction and accordingly each PARTY acknowledges and agrees that it is not entitled to, and hereby irrevocably waives any right to, plead sovereign immunity for any purpose whatsoever, including, but not limited to, any right to plead sovereign immunity in respect of any action:

- (a) to refer a matter to an EXPERT, or to arbitration, pursuant to the terms of the TERMINAL USE AGREEMENT; or
- (b) in respect of the jurisdiction of the EXPERT or arbitral tribunal; or
- (c) to enforce or execute any award or determination rendered by an arbitral tribunal or any EXPERT pursuant to the terms of the TERMINAL USE AGREEMENT.

39.2 The PARTIES irrevocably waive any claim to sovereign immunity in relation to any court proceedings arising out of or in connection with a TERMINAL USE AGREEMENT, including for the purposes of enforcing any award or determination rendered by an arbitral tribunal or any EXPERT pursuant to the terms of the TERMINAL USE AGREEMENT.

39.3 Each of the PARTIES consents generally to the giving of any relief or the issuing of any process, including the making, enforcement or execution against any property of any order or judgement, in respect of:

- (a) any suit, legal action or proceedings arising out of or in connection with the TERMINAL USE AGREEMENT for the purpose of enforcing any order or any award made in any arbitration; or
- (b) any determination of any EXPERT.

39.4 To the extent that:

- (a) either PARTY may be entitled in any jurisdiction to claim for itself or its assets sovereign immunity in respect of its obligations under the TERMINAL USE AGREEMENT; or
- (b) in any jurisdiction there may be attributed to itself or its assets such sovereign immunity, each of the PARTIES agrees not to claim and hereby irrevocably waives such sovereign immunity to the fullest extent permitted by the laws of such jurisdiction.

40.0 CODE OF CONDUCT AND BUSINESS ETHICS

40.1 For the purpose of this AA 40.0, each of the following expressions have, except where the context otherwise requires, the following meanings:

- (a) "ASSOCIATED PERSONS" means a person associated with the CAPACITY USER, including, but not limited to any of its employees, agents, subcontractors, consultants, representatives and agents;
- (b) "PETRONAS ABC POLICY" means the PETRONAS Code of Conduct and Business Ethics and Country Supplement, and other related rules, regulations, policies, procedures, guidelines and requirements as updated from time to time;
- (c) "RELEVANT REQUIREMENTS" means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption;
- (d) "RELEVANT POLICIES" means Part II A (Conflict of Interest) and Part II B (Fighting Corruption and Unethical Practices) of the PETRONAS Code of Conduct and Business Ethics and other related policies, procedures, guidelines and requirements as updated by OPERATOR from time to time; and
- (e) "RELEVANT OBLIGATIONS" means obligations equivalent to those imposed on CAPACITY USER pursuant to the terms of this AA 40.0.

40.2 Business Conduct

- (a) CAPACITY USER shall comply with the PETRONAS ABC POLICY at all times.
- (b) CAPACITY USER shall ensure that all ASSOCIATED PERSONS shall comply with the PETRONAS ABC POLICY in connection with the TERMINAL USE AGREEMENT.
- (c) From time to time, at the request of OPERATOR, CAPACITY USER shall confirm in writing that CAPACITY USER and any ASSOCIATED PERSONS have complied with the obligations imposed upon it in this AA 40.2 and provide any information reasonably requested by OPERATOR in support of the compliance obligations.
- (d) In the event that CAPACITY USER and/or the ASSOCIATED PERSONS refuse, fail and/or is negligent in complying with the provisions of this AA 40.2, OPERATOR may, without prejudice to any other remedies available to it under the TERMINAL USE AGREEMENT or under the laws, take any such action as deemed necessary including termination of the TERMINAL USE AGREEMENT.

40.3 Conflict of Interest and Fighting Corruption and Unethical Practices

- (a) CAPACITY USER shall:
 - (i) comply with all RELEVANT REQUIREMENTS and RELEVANT POLICIES;
 - (ii) have in place and maintain throughout the TERM its own policies and procedures to ensure compliance with the RELEVANT REQUIREMENTS and RELEVANT POLICIES;
 - (iii) with respect to any matter arising out of the TERMINAL USE AGREEMENT, maintain adequate internal controls and accurately record all transactions in its books and records;
 - (iv) enforce the policies and procedures referred to in AA 40.3(a)(ii) above, where appropriate;

- (v) promptly report to OPERATOR any breach of this AA 42.3.(a) arising in connection with the TERMINAL USE AGREEMENT and take such steps as OPERATOR may reasonably require in order to rectify any such breach;
 - (vi) promptly report any request or demand for any undue financial or other advantage of any kind received by OPERATOR in connection with the performance of the TERMINAL USE AGREEMENT and take such steps in response to any such request as OPERATOR may require; and
 - (vii) immediately notify OPERATOR in writing if a foreign public official becomes an officer or employee of CAPACITY USER or acquires a direct or indirect interest in CAPACITY USER.
- (b) CAPACITY USER warrants that no foreign public officials are officers or employees of CAPACITY USER or have direct or indirect interests in CAPACITY USER at the date of the TERMINAL USE AGREEMENT.
 - (c) CAPACITY USER shall ensure that in connection with the TERMINAL USE AGREEMENT all ASSOCIATED PERSONS shall be subject to a written contract which imposes RELEVANT OBLIGATIONS on the ASSOCIATED PERSONS.
 - (d) CAPACITY USER shall be responsible for the observance and performance by the ASSOCIATED PERSONS of the RELEVANT OBLIGATIONS and shall be directly liable to OPERATOR for any breach of the RELEVANT OBLIGATIONS by any ASSOCIATED PERSON.
 - (e) Breach of this AA 40.3 shall be deemed a material breach and OPERATOR may terminate the TERMINAL USE AGREEMENT, without any ensuing obligations nor liabilities, except for that incurred prior to the date of the breach.

40.4 Sanctions & Export Controls

- (a) OPERATOR and CAPACITY USER acknowledge that nothing in this ACCESS ARRANGEMENT will result in non-compliance with, a violation of, conflict with, or exposing either PARTY to punitive measures under any laws, regulations applicable to either PARTIES relating to SANCTIONS LAWS.

Representations and warranties

- (b) The CAPACITY USER represents and warrants that the CAPACITY USER, its Affiliates and to the best of its knowledge, information and belief, each of their respective directors, officers, employees, agents, suppliers and representatives:
 - (i) are not the target, or the subject, of any SANCTIONS LAWS;
 - (ii) are not owned or controlled by any person who is the target or subject of any SANCTIONS LAWS;
 - (iii) are not acting for the benefit of or on behalf of any person that is the target or subject of any SANCTIONS LAWS; and
 - (iv) are not engaged and will not engage in any conduct/activity that would result in CAPACITY USER being in breach of any SANCTIONS LAWS or becoming a target or subject of SANCTIONS LAWS.
- (c) The CAPACITY USER warrants that it is not prevented by any SANCTIONS LAWS from fulfilling its obligations under the TERMINAL USE AGREEMENT and CAPACITY USER further warrants that by entering into the TERMINAL USE AGREEMENT with

the OPERATOR, it will not result in the CAPACITY USER violating any the CAPACITY USER'S obligations under any SANCTIONS LAWS.

- (d) The CAPACITY USER shall promptly notify the OPERATOR in the event it is no longer able to comply with the warranties above. The CAPACITY USER agrees to fully indemnify the OPERATOR, its directors, shareholders and employees for any losses arising from a breach of these warranties.
- (e) The CAPACITY USER must immediately notify the OPERATOR upon becoming aware that it or any of its affiliates is subject to any SANCTIONS LAWS imposed by any GOVERNMENTAL AUTHORITY.

40.5 Suspension and Termination

- (a) Where CAPACITY USER is aware or become aware that the entering into the TERMINAL USE AGREEMENT has caused or is expected to result in violation of, inconsistent (conflict) with, or expose (exposure to the OPERATOR) CAPACITY USER , to punitive measures under any SANCTIONS LAWS, the CAPACITY USER shall, suspend the affected obligation and immediately give written notice to the OPERATOR. Upon such notice has been given to OPERATOR, OPERATOR shall be entitled to:
 - (i) suspend the affected SERVICES (whether payment or performance) until such time as SERVICES is no longer affected; and/or
 - (ii) where the SERVICES continues to be affected (or is reasonably expected to continue to be affected) until the end of the term of the ACCESS ARRANGEMENT, to a full release from the affected obligation,in each case, subject as provided above, without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees or expenses)
- (b) Where the suspension of the affected SERVICES have material effect to the CAPACITY USER and the OPERATOR, the OPERATOR and CAPACITY USER shall enter into consultation in good faith with a view to mutually agree on appropriate measures/actions to continue with this ACCESS ARRANGEMENT in manner which strictly complies with the Applicable Laws and Regulations. In the event the PARTIES fail to mutually agree on such measures/actions within fourteen (14) Business Days from the start of the consultation (evidenced by a written letter from either PARTY to the other PARTY), either PARTY shall have the right, to immediately terminate the TERMINAL USE AGREEMENT.
- (c) Notwithstanding any of the above, where the relevant obligation relates to payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the payment obligation is no longer affected.

40.6 Export Controls

- (a) CAPACITY USER warrants to the OPERATOR that the LNG loaded into the RECEIVING FACILITY in accordance with the ACCESS ARRANGEMENT shall not be used for any activities that will or may facilitate the design, development, production and delivery of or in connection with the weapons of mass destruction or any terrorism activities or any restricted activity under the Malaysian Strategic Trade Act 2010 (“STA”) or any other applicable export controls laws. Each PARTY fully indemnifies the other PARTY for any losses arising from the breach of the STA and/or any other applicable export controls laws.

- (b) The CAPACITY USER must notify the OPERATOR as soon as reasonably practicable (and in any event within seven (7) days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ACCESS ARRANGEMENT or a conviction by a court of competent jurisdiction or an agreement to be entered into with any GOVERNMENTAL AUTHORITY in respect of the applicable export laws. The PARTIES agree that upon request in writing by the OPERATOR, the CAPACITY USER shall within, seven (7) days provide the OPERATOR with documentation evidencing compliance of its obligations under the applicable export control laws.

40.7 Anti-Bribery and Corruption, Anti-money Laundering

- (a) CAPACITY USER shall comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Malaysian Anti-Corruption Commission Act 2009, the United Kingdom Bribery Act 2010 and U.S. Foreign Corrupt Practices Act of 1977, and regulations and any relevant anti-money laundering and/or anti-corruption policies and documents provided by the OPERATOR (including the provisions of the PETRONAS Code of Business Ethics (“CoBE”) relevant to PETRONAS third parties and Anti-Bribery and Corruption Manual (“ABC Manual”)) and have in place adequate controls and procedures to prevent corruption including attending any training required by PETRONAS. The latest versions of the CoBE and ABC Manual can be accessed from <https://www.petronas.com/sustainability/governance-and-ethics> [as at December 2022]. The CAPACITY USER also undertakes that it has conducted and will continue to conduct their businesses in compliance with all applicable anti-corruption laws and have instituted and maintained, and will continue to maintain all necessary measures/policies and procedures designed to promote and achieve compliance with all anti-corruption laws.
- (b) Without limiting the generality of the foregoing, in performing its obligations under this ACCESS ARRANGEMENT, CAPACITY USER warrants that it has not made, and undertakes that it shall not make, any payments or provide any benefit to a public official, or to any other person, to improperly induce such public official or person to make any act or decision whether or not to help OPERATOR obtain or retain business or otherwise gain an improper business advantage.
- (c) In addition, CAPACITY USER has provided and/or shall continue to provide truthful statements to the OPERATOR and complete documentation supporting, in reasonable detail, the performance of the ACCESS ARRANGEMENT and any expenses incurred and maintain true, accurate and complete invoices, reports, statements, books and other relevant records, and/or will provide the same or allow reasonable access to documents and information (within a reasonable time) and/or provide full cooperation in any investigation, to the OPERATOR upon request.
- (d) Upon request in writing by the OPERATOR, the CAPACITY USER shall within, seven (7) Days, provide the OPERATOR with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If the OPERATOR reasonably suspects that there is a breach of any obligation under this AA 40.7, the OPERATOR or a third party appointed by the OPERATOR shall have the right to immediately access and take copies of all records and other information relating to this Agreement held at the CAPACITY USER premises and meet with the CAPACITY USER personnel to audit the CAPACITY USER’s compliance with its obligations under this AA 40.7 and the CAPACITY USER shall provide all necessary assistance to the conduct of such audit by the OPERATOR or such third party. If the audit reveals a breach of any

obligations under this AA 40.7 and any applicable anti-corruption laws, the CAPACITY USER will bear the cost of such audit and any remedial actions necessary to ensure compliance hereunder and indemnify and hold harmless the OPERATOR in respect of such breaches.

- (e) If CAPACITY USER materially breaches this AA 40.7 or is convicted of any anti-bribery and anti-money laundering laws by a court of competent jurisdiction or has entered into an agreement with the GOVERNMENTAL AUTHORITY in respect of any applicable anti-bribery and anti-money laundering, OPERATOR shall be fully entitled to terminate the TERMINAL USE Agreement without any liability howsoever with seven (7) days written notice with immediate effect. CAPACITY USER shall hold the OPERATOR harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this AA 40.7 by CAPACITY USER, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.
- (f) The CAPACITY USER must notify the OPERATOR as soon as reasonably practicable (and in any event within seven (7) days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this AA 40.7 or a conviction by a court of competent jurisdiction or an agreement to be entered into with any GOVERNMENTAL AUTHORITY in respect of the applicable anti-money laundering and anti-corruption laws.
- (g) The CAPACITY USER represents and warrants that none of the funds or any part thereof it uses to pay for the FEES are directly or indirectly in violation of the applicable anti-money laundering and anti-corruption laws or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

40.8 Personal Data Protection

- (a) Insofar as the CAPACITY USER processes any Personal Data on behalf of the OPERATOR under or in relation to this ACCESS ARRANGEMENT, the CAPACITY USER shall:
 - (i) process the Personal Data only on behalf of the OPERATOR (or, if so directed by the OPERATOR, the Affiliates of the OPERATOR), only for the purpose of performing this ACCESS ARRANGEMENT and only in accordance with instructions and/or obligations contained in this ACCESS ARRANGEMENT or as received from OPERATOR from time to time;
 - (ii) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by OPERATOR or compelled by law to make such disclosure. In the event of disclosure compelled by law, the CAPACITY USER may only make such disclosure to the extent required by law and provided at all times that the CAPACITY USER gives OPERATOR reasonable prior written notice of such disclosure and makes reasonable efforts to assist OPERATOR in obtaining a protective order preventing or limiting disclosure;
 - (iii) at all times comply with the provisions of all applicable Data Protection Legislation and, in doing so, provide a written description of the technical and organisational methods employed by CAPACITY USER for processing the Personal Data and implement appropriate technical and organisational measures to protect the Personal Data against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction;

- (iv) obtain prior written consent from OPERATOR before transferring, sharing or disclosing the Personal Data to its Affiliates or any other third parties;
- (v) ensure that only personnel of the CAPACITY USER who need to have access to the Personal Data are granted access, and only for the purposes of the performance of this TERMINAL USE AGREEMENT, and they have sufficient skills and have received training and/or instructions in the care and handling of Personal Data and compliance with all privacy laws and Data Protection Legislation, are informed of the confidential nature of the Personal Data, and comply with the obligations set out in this AA 40.8;
- (vi) immediately notify OPERATOR in writing if it:
 - (A) receives a request from a Data Subject to have access to the Data Subject's Personal Data;
 - (B) is compelled by any Applicable Laws and Regulations to disclose any Personal Data or permit the disclosure of any of the Personal Data to any third party; or
 - (C) receives complaint or request relating to OPERATOR or CAPACITY USER's obligations under privacy laws and the Data Protection Legislation; or
- (vii) receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Agreement;
- (viii) promptly notify OPERATOR in writing if it becomes aware of any actual, suspected or alleged unauthorised use of, disclosure of, or access to Personal Data by itself or others, including notification of loss or suspected loss of the Personal Data, whether or not such Personal Data was encrypted. CAPACITY USER shall co-operate with OPERATOR to, and in accordance with the Data Protection Legislation (such as the PDPA and GDPR), including but not limited to: conducting an investigation; co-operating with authorities; notifying at the CAPACITY USER's sole expense, all affected persons, credit bureaus, and all other persons or entities deemed appropriate by OPERATOR; and issuing press releases. Such co-operation will include, without limitation:
 - (A) allowing PETRONAS access to CAPACITY USER's records and facilities;
 - (B) providing PETRONAS with all relevant data and reports; and
 - (C) obtaining prior advance approval from PETRONAS of any notifications to impacted individuals or press releases;
- (ix) provide OPERATOR with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:
 - (A) providing OPERATOR with full details of any complaint or request;
 - (B) complying with a data access request within the relevant timescales set out in the Data Protection Legislation but strictly in accordance with OPERATOR's instructions;

- (C) providing OPERATOR with any Personal Data it holds in relation to the Data Subject making a complaint or request within the timescale required by OPERATOR; and
 - (D) providing OPERATOR with any information requested by OPERATOR;
- (x) permit OPERATOR or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit CAPACITY USER's data processing activities and comply with all reasonable requests or directions by OPERATOR to enable OPERATOR to verify and procure that the CAPACITY USER is in full compliance with its obligations under this AA 40.8;
- (xi) not transfer any such Personal Data to any third parties other than to OPERATOR or its Affiliates, save and except with the written consent of OPERATOR and, where OPERATOR consents to such transfer, to comply with:
 - (A) the obligations of a Data Processor under the Data Protection Legislation, including but not limited to providing an adequate level of protection to any Personal Data that will be transferred; and
 - (B) any reasonable instructions notified to it by OPERATOR from time to time in respect of such transfer.
- (b) On termination of this Agreement for whatever reason, or its expiry, the CAPACITY USER shall cease to use the Personal Data. The CAPACITY USER shall, at OPERATOR's option, either (a) arrange for the prompt and safe return to OPERATOR of all Personal Data together with all copies in its possession or control, or (b) delete or destroy all copies of the same and certify in writing to OPERATOR that it has done so. In both (a) and (b), the CAPACITY USER shall ensure that all Personal Data are removed and destroyed from its storage, both manual and electronic.
- (c) The CAPACITY USER undertakes that it shall not retain any Personal Data if it is no longer necessary for the fulfilment of the purpose for which such Personal Data was processed and it shall ensure that all such Personal Data are removed and destroyed from its storage, both manual and electronic, upon such determination.
- (d) Procure any third party that processes the Personal Data on behalf of the CAPACITY USER to agree in writing the same terms that CAPACITY USER agrees to in this AA 40.8.
- (e) CAPACITY USER shall, at all times during and after the term of this TERMINAL USE AGREEMENT, indemnify and keep indemnified OPERATOR and its Affiliates against all losses, damages, costs or expenses and other liabilities incurred by, awarded against or agreed to be paid by PETRONAS and/or its Affiliates and arising from any breach of CAPACITY USER's obligations under this Clause 40.8 except and to the extent that such liabilities have resulted directly from PETRONAS' (or its Affiliates) instructions, or breach of this Agreement by PETRONAS.
- (f) CAPACITY USER undertakes to maintain a record of all categories of processing activities carried out under this TERMINAL USE AGREEMENT.

40.9 Competition Laws

- (a) CAPACITY USER shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are related to its performance of this TERMINAL USE AGREEMENT to comply, with all applicable Competition Laws.

- (b) CAPACITY USER agrees to promptly notify OPERATOR of any suspected or occurrence of infringement of any Competition Laws in connection with this TERMINAL USE AGREEMENT. Upon the notification of any suspected or actual breach of Competition Laws in connection with this TERMINAL USE AGREEMENT, OPERATOR reserves the right to suspend indefinitely or terminate this TERMINAL USE AGREEMENT without any liability howsoever with written notice with immediate effect.
- (c) If CAPACITY USER breaches this AA 40.9, OPERATOR shall be fully entitled to terminate the TERMINAL USE AGREEMENT without any liability howsoever with written notice with immediate effect. CAPACITY USER shall hold OPERATOR harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by CAPACITY USER, its directors, employees, subcontractors and/or agents who are performing services in connection with the TERMINAL USE AGREEMENT.
- (d) Where required under the Applicable Laws and Regulations to obtain prior approval and/or provide notice of the transaction contemplated under this Agreement to the relevant competition authority, Parties shall use commercially reasonable efforts and cooperate to prepare and submit such filings, notifications, applications, forms and other documents as may be necessary.
- (e) The CAPACITY USER must notify OPERATOR as soon as reasonably practicable (and in any event seven (7) days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any GOVERNMENTAL AUTHORITY in respect of the applicable Competition Laws.

41.0 DISCLAIMER OF AGENCY

- (a) It is not the intention of the PARTIES to create, nor shall the TERMINAL USE AGREEMENT be deemed or construed to create, nor shall the PARTIES report for any purpose any transaction occurring pursuant to the TERMINAL USE AGREEMENT as a partnership, joint venture or other association or a trust.
- (b) The TERMINAL USE AGREEMENT shall not be deemed or construed to authorise any PARTY to act as an agent, servant or employee for the other PARTY for any purpose whatsoever except as explicitly set forth in the TERMINAL USE AGREEMENT. In their relations with each other under the TERMINAL USE AGREEMENT, the PARTIES shall not be considered fiduciaries.

42.0 REPRESENTATIONS AND WARRANTIES

42.1 OPERATOR'S warranties as to authority

OPERATOR represents and warrants to CAPACITY USER that, as at the EFFECTIVE DATE:

- (a) OPERATOR is a company validly incorporated under the laws of Malaysia;
- (b) OPERATOR has full power, authority, and legal right to own its assets and conduct its business as currently conducted and has taken all necessary corporate action to sign and deliver the TERMINAL USE AGREEMENT and perform its obligations under the TERMINAL USE AGREEMENT; and
- (c) the TERMINAL USE AGREEMENT has been duly signed and delivered by OPERATOR and forms a valid and binding obligation of OPERATOR, enforceable against OPERATOR under its terms.

42.2 CAPACITY USER'S warranties as to authority and credit worthiness

CAPACITY USER represents and warrants to OPERATOR that, as at the EFFECTIVE DATE:

- (a) CAPACITY USER is in good financial standing as required for performance under the TERMINAL USE AGREEMENT;
- (b) CAPACITY USER has or causes to have full power, authority, and legal right to own its assets and conduct its business as currently conducted and has taken all necessary corporate action to sign and deliver the TERMINAL USE AGREEMENT and perform its obligations under the TERMINAL USE AGREEMENT;
- (c) the TERMINAL USE AGREEMENT has been duly signed and delivered by CAPACITY USER and forms a valid and binding obligation of CAPACITY USER, enforceable against CAPACITY USER under its terms; and
- (d) CAPACITY USER has furnished to OPERATOR certified resolutions, or authenticated powers-of-attorney, or other corporate instruments necessary to authorize its execution, delivery, and performance of the TERMINAL USE AGREEMENT.

42.3 Additional representations and warranties of CAPACITY USER

In addition to the representations and warranties set out in AA 42.2, CAPACITY USER represents and warrants to OPERATOR that, as at the EFFECTIVE DATE:

- (a) the execution and delivery of the TERMINAL USE AGREEMENT by CAPACITY USER does not and the performance of the TERMINAL USE AGREEMENT will not:
 - (i) violate any provision of its governing documents or any APPLICABLE LAWS presently in effect applicable to it or its properties or assets;
 - (ii) result in a breach of or be a default under any credit agreement or other agreement or instrument to or by which it or its properties or assets may be presently bound or affected; and
 - (iii) result in or require the creation or imposition of any encumbrance upon or of any of its properties or assets under any credit agreement, other agreement, or instrument;
- (b) there are no suits, judicial, or administrative actions, proceedings, or investigations (including bankruptcy, reorganisation, insolvency, or similar actions, proceedings, or investigations) pending or, to its knowledge, threatened against it before any court or by or before any GOVERNMENTAL AUTHORITY that, if decided adversely to its interest, could materially adversely affect its ability to perform its obligations under the TERMINAL USE AGREEMENT; and
- (c) all approvals, consents, or permissions of, and notifications or filings with, any person necessary for CAPACITY USER'S valid execution, delivery, and performance of the TERMINAL USE AGREEMENT have been obtained, are in full force and effect, and are final and not subject to appeal.

42.4 Duration of representations and warranties

Each PARTY represents and warrants to the other that the PARTIES have entered into the TERMINAL USE AGREEMENT, on the basis of and in reliance on the following:

- (a) the truth and correctness of the representations and warranties;

- (b) the representations and warranties shall on the EFFECTIVE DATE be true and accurate as if they were given immediately before the EFFECTIVE DATE; and
- (c) the representations and warranties shall remain in full force and effect notwithstanding the EFFECTIVE DATE.

42.5 Notice regarding representations and warranties

Each PARTY shall give notice to the other PARTY of any matter or event coming to its attention at any time which shows or may show that any representation or warranty made by that PARTY as set out in this AA 42.0 was when it made or at any time thereafter has become untrue, inaccurate or misleading in any respect.

42.6 CAPACITY USER'S covenants

- (a) CAPACITY USER covenants with OPERATOR that at no cost to OPERATOR, CAPACITY USER must:
 - (i) obtain consents, approvals or permissions, if necessary, to enable CAPACITY USER to perform CAPACITY USER'S obligations and the transactions contemplated by the TERMINAL USE AGREEMENT;
 - (ii) notify OPERATOR immediately if any of the said consents, approvals or permissions referred to in AA 42.6(a)(i), are not granted, have lapsed and are not renewed, are cancelled or terminated or if any proceeding is initiated; and
 - (iii) adhere to OPERATOR'S credit terms and/or the terms of any security required to be provided by CAPACITY USER for payment and performance of its obligations under the TERMINAL USE AGREEMENT.

42.7 Mutual covenants

Each PARTY covenants to the other that the PARTY will comply with all APPLICABLE LAWS, including the TPA CODE and GAS SUPPLY ACT, governing or relating to its performance under the TERMINAL USE AGREEMENT.

43.0 CHANGE OF CIRCUMSTANCES

With the object of ensuring that the TERMINAL USE AGREEMENT (excluding this ACCESS ARRANGEMENT) remains fair and reasonable for its full term, if any substantial change in circumstances (including any change to the legal or regulatory regime affecting the RECEIVING FACILITY) at any time during the TERM seriously prejudices or is foreseen seriously to prejudice any PARTY in relation to the TERMINAL USE AGREEMENT (excluding this ACCESS ARRANGEMENT), then the PARTIES at the written request of either PARTY, shall immediately consult together in a spirit of mutual understanding and co-operation and shall decide, if necessary subject to the approval of the ENERGY COMMISSION whether and what revision of the terms and conditions of the TERMINAL USE AGREEMENT (excluding this ACCESS ARRANGEMENT) is reasonably necessary in view of the change in circumstances. Pending agreement on the revised terms and conditions or in the event that no revision is agreed upon, the terms and conditions contained in the TERMINAL USE AGREEMENT (excluding this ACCESS ARRANGEMENT) shall apply. This AA 43.0 shall be without prejudice to clause 17.0 of the INTER-CAPACITY AGREEMENT.

SCHEDULE 1 LNG VESSELS SPECIFICATION & VETTING PROCEDURES

1.0 LNG VESSEL shall conform to the following parameters:

UNLOADING	MIN	MAX
LNG Vessel Length Overall (Loading Platform 1)	274 meter	324 meter
Beam	41.6 meter	50 meter
Draft	-	12 meter
Cargo Capacity	130,000 m ³	220,000 m ³
Displacement	107,718 t	157,256 t

2.0 For the purpose of Unloading, the LNG VESSEL shall be able to discharge at the RECEIVING FACILITY at a plateau rate of **up to 10,000 cubic metres per hour against a head of 121 metres of LNG. LNG VESSEL shall have a 16 inch diameter presentation flange that meets Oil Company International Marine Forum (OCIMF) Standards.**

3.0 LNG VESSEL shall apply and comply with SIRE requirement as per latest PETRONAS Technical Standard as the following vetting process:

ROLES	PROCESSES
CHARTERERS / TRADERS	VESSEL NOMINATION ↓
APPROVED VETTING COMPANY / CHARTERERS / TRADERS / TERMINAL	VESSEL VETTING CRITERIA ↓
TERMINAL / FIELD OPERATOR	VESSEL ACCEPTANCE / TRADERS / TERMINAL ↓
CHARTERERS / TRADERS / TERMINALS / FIELD OPERATOR	VESSEL IN SERVICE ↓
CHARTERERS / TRADERS	VESSEL TERMINATION AND/OR END OF CONTRACTED PERIOD

4.0 LNG VESSEL must follow acceptance process stated in Confirmation List before being accepted to the terminal with the following document to be provided to the terminal:

- (a) OCIMF Vessel Particular Questionnaire (VPQ) less than one year old
- (b) Optimoor mooring study or equivalent based on OCIMF recommended criteria
- (c) Gas Form C
- (d) Survey Class Status Report less than 1 month old
- (e) LNG Vessel valid cert of entry with P&I Club and Wreck Removal Certificate
- (f) LNG Vessel Cargo Tank Gauging Table
- (g) LNG Vessel Custody Transfer Calibration Certification +Gas Flow Meter to Engineer Room Calibration Certificate
- (h) Gangway photo landing area
- (i) General Vessel Arrangement and Manifold arrangement

- 5.0** Short Distance Piece (SDP) whenever required.
- 6.0** The LNG VESSEL must arrive with a cargo saturation pressure of between 70 mbarg and 150 mbarg.
- 7.0** The LNG VESSEL must have the ability to receive back vapours during discharge.
- 8.0** The LNG VESSEL shall be able to receive vapour return from shore, initially at ambient temperatures and gradually cooling down as flow rates increase and the line- work cools down.
- 9.0** The LNG VESSEL must have a winch with maximum winch brake holding power of 80T with all mooring lines running on winches and fitted out with soft tails. Mooring patterns must comply with OCIMF Standards. Mooring line configuration must follow the outcomes of Optimoor result.
- 10.0** The LNG VESSEL shall have ship-shore communication based on 6 way fibre-optic cable with back-up from an electric Pyle National 37 pin in connector.

SCHEDULE 2 MEASUREMENT RULES

1.0 Measurement of quantity of LNG Unloaded from CAPACITY USER's Vessel(s).

- (a) CAPACITY USER shall supply, operate and maintain, or caused to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG VESSEL, as well as pressure and temperature measuring devices, in accordance with these MEASUREMENT RULES and any other measurement, gauging or testing devices which are incorporated in the structure of the LNG VESSEL or customarily maintained on board the LNG VESSEL.
- (b) The volume of LNG discharged by CAPACITY USER at RECEIVING FACILITY shall be measured or caused to be measured in cubic meter by gauging the LNG in the tanks of LNG VESSEL. Each tank shall be equipped with primary and secondary liquid level tank measuring devices with proven technologies in the LNG industry, or otherwise to be agreed by OPERATOR. The correction factors such as temperature, pressure, trim and least shall be put into account in the gauging correction tables.
- (c) Immediately before the commencement of loading (i.e. immediately prior to opening the vapour manifold ESD valve of the LNG VESSEL) the initial gauging of the LNG VESSEL'S tanks shall be conducted prior to the following activities: (a) the confirmation of complete stoppage of the L/D compressor and spray pumps; (b) closure of gas master valve to the machinery spaces and; (c) liquid lines drained if lines cooled prior to berthing.
- (d) The final gauging of the LNG VESSEL'S tanks and pipelines shall be carried out immediately after the completion of loading and the draining of the liquid arms is completed and all ESD valves are closed (i.e. immediately after closure of vapour manifold ESD valve of the LNG VESSEL). The complete closure of gas master valve to the machinery spaces is required during this period.
- (e) Representatives of CAPACITY USER and OPERATOR shall have the right to be present at such gaugings activities but the absence of a representative shall not prohibit any gauging. CAPACITY USER shall perform, or cause to be performed, measurement of liquid temperature, vapour temperature and vapour pressure in each LNG VESSEL, and gauging of the trim and list of the LNG VESSEL, before commencement of LNG unloading and after completion of LNG unloading.
- (f) CAPACITY USER shall send or cause to be sent to OPERATOR a certified copy of the gauging standards for each tank of the LNG VESSEL being used to deliver the LNG as well as correction charts (e.g. list, trim, tanks' contraction, etc.). Such standards and charts shall be used throughout the term of this AGREEMENT, except in the case of a physical change or re-calibration of the tanks, in which case new standards and charts shall be used. Re-gauging results from each dry docking shall be made available to OPERATOR.
- (g) The density of the LNG shall be calculated as per ISO 6578 (or such other method as may be agreed between the PARTIES).
- (h) The temperature of the LNG contained in the tanks of the LNG VESSEL shall be determined by an INDEPENDENT SURVEYOR appointed by CAPACITY USER on behalf of the PARTIES, using the arithmetic average of the temperature indicated by special thermo-couples or resistance thermometers spaced at various locations from top to bottom of each tank with an accuracy of plus or minus two-tenths (0.2) of a degree Celsius. Such temperatures shall be recorded.

Method of Measurement of quantity and quality of LNG Unload from CAPACITY USER's Vessel(s).

- (a) OPERATOR shall supply, operate and maintain, or caused to be supplied, operated and maintained, devices required for collecting samples and for determining quality and composition of the delivered LNG, in accordance with these MEASUREMENT RULES and any other measurement, gauging or sampling devices which are necessary to perform the measurement and testing required at the RECEIVING FACILITY. OPERATOR may take samples of the LNG from each CARGO unloaded with a frequency adequate to ensure a representative analysis of the LNG being unloaded, at a suitable point between the LNG UNLOAD POINT and STORAGE TANKS and such sampling and testing procedures based on ISO 8943 (auto sampling), ISO 6974 (analysis for online), GIIGNL LNG CUSTODY TRANSFER HANDBOOK, GPA 2261 (lab) and ASTM D1945 (lab) or equivalent.
- (b) The sampling device shall permit the total and continuous vaporisation of LNG quantity sufficient for the taking of a gaseous sample representative of the LNG then being unloaded. Such samples shall be analysed by Gas Chromatograph (GC). An analysis of the average of such analyses shall determine the molecular composition of the LNG. A calibration of the chromatograph utilised shall be performed before the analysis of the samples taken from each unloading and reloading.
- (c) CAPACITY USER shall not prevent OPERATOR from carrying out the calibration and sampling, although CAPACITY USER shall be entitled to attend and witness the analysis of such LNG. Such calibration shall be effected with the aid of a gaseous mixture having a known composition closely similar to the vaporised LNG being measured.
- (d) The Gross Heating Value (GHV) of LNG shall be calculated on the basis of its molecular composition and of the molecular weights and the Mega Joules per kilogram (MJ/kg) and British Thermal Unit per kilogram (Btu/kg) of each of its components. The values of physical constants to be used for such calculations shall conform to those contained in the most current publications of the GIIGNL handbooks and ISO 6976.
- (e) The quantity of LNG unloaded in Giga Joules (GJ) and Million British Thermal Unit (mmBtu) shall be defined within the LCTM. The calculation shall be based upon the GIIGNL Custody Transfer Handbook and international best practices and prepared by the appointed INDEPENDENT SURVEYOR.
- (f) OPERATOR shall in addition to the tests set out above, be entitled to take up to three (3) manual sampling bombs. These sampling bombs shall be kept by OPERATOR for maximum up to seven (7) days and may be used in any dispute between PARTIES in respect of these sampling bombs.
- (g) In the event the GC malfunctions or fails to provide accurate analysis result, OPERATOR shall use one (1) of the manual sampling taken for the purpose of testing and analysing the delivered LNG. The sampling system shall be designed in accordance to ISO 8943.
- (h) However, in the event that both the sampling and analysis methods and procedures mentioned above fails to provide accurate analysis result, PARTIES shall agree to employ the simulation method to be performed by the INDEPENDENT SURVEYOR.

2.0 Gauging Equipment

- (a) CAPACITY USER shall cause to be supplied, operated and maintained, equipment for accurately gauging the level of liquid and liquid temperature in the LNG VESSEL's tanks. Such devices shall be accurate within the limits of accuracy specified herein and the degree of accuracy of such devices shall be verified by the Independent Surveyor in accordance with paragraph 1.10 AND 1.11. All equipment, instruments and devices shall meet and be operated and maintained in accordance with INTERNATIONAL LNG TERMINAL STANDARDS.
- (b) All measurements and calculations relating to:
 - (A) gauging of LNG shall be performed or cause to be performed by CAPACITY USER;
 - (B) testing of the quality and composition of the LNG shall be performed by OPERATOR; and
 - (C) determination of the LNG density shall be performed by an INDEPENDENT SURVEYOR,verification of (A) and (B) shall be performed by an INDEPENDENT SURVEYOR.
- (c) Prior to carrying out measurements and gauging in accordance with this Schedule 2, CAPACITY USER and OPERATOR shall each notify the designated representatives of the other allowing such representative a reasonable opportunity to be present for such measurements and gaugings, but the absence of a duly notified representative shall not prevent either the carrying out of the measurements or the preparation of the calculations.
- (d) All testing data, charts, calculations or any other similar information shall be made available to PARTIES.

3.0 Verification of accuracy of unloaded LNG

- (a) CAPACITY USER shall regularly test and verify the accuracy of its devices. In the case of gauging devices of LNG VESSELS referred to herein such tests and verifications shall take place during each scheduled dry-docking; provided that the interval between such test and verifications shall not exceed three (3) years. CAPACITY USER shall also test redundant determining devices and report their indications to OPERATOR for verification purposes.
- (b) If OPERATOR has reasonable doubts as to the accuracy of such devices it may on an exceptional basis and after having notified CAPACITY USER in advance, request the testing and verification of the accuracy of such device prior to the next scheduled testing and verification.
- (c) OPERATOR shall from time to time and at least every three (3) years test and verify the accuracy of RECEIVING FACILITY's devices referred to herein. If CAPACITY USER reasonably queries the accuracy of such devices it may on an exceptional basis and after having notified OPERATOR in advance, request the testing or verification of the accuracy of such a device prior to the next scheduled testing and verification; provided that this does not interfere with OPERATOR's normal operations of RECEIVING FACILITY.
- (d) Testing and verification of such devices shall be performed using methods that are recommended by the manufacturers or that are standard to the LNG industry.
- (e) Without prejudice to paragraph 1.3(d) if, at the time of verification, a measuring instrument is found to result in errors of one (1) per cent or less of unloaded LNG, such equipment's

previous measurements shall be considered accurate for purposes of delivery calculations and such equipment shall be adjusted forthwith as necessary. If, at the time of verification, a measuring instrument is found to result in errors of more than one (1) per cent of unloaded LNG such equipment's previous measurements shall be brought to a zero difference by comparison with calibration results for any period known definitively or agreed to have been affected by such error, and the calculation of deliveries made during said period shall be corrected accordingly. However, in the event that the period during which such error occurred is not definitively known or agreed upon, corrections shall be made for those quantities received or delivered during the last half of the period since the date of the last calibration.

- (f) Following any such correction, the amount of unloaded LNG (for each relevant unloading of LNG VESSEL) shall be adjusted and the consequent adjustment made in respect of CAPACITY USER's inventory.
- (g) The installation and operation of devices for measuring the level of LNG and temperature in the tanks of the LNG VESSEL(s), as well as chromatographs used for the analysis of unloaded LNG, shall be carried out according to the manufacturers' specifications and INTERNATIONAL LNG TERMINAL STANDARDS.
- (h) All instruments and gauges used for computing the unloaded LNG hereunder shall be calibrated in the following manner:
 - (A) in cubic meters (m³);
 - (B) in degrees Celcius (°C);
 - (C) mass in kg;
 - (D) energy in GHV (MJ/kg);
 - (E) density (kg/ m³)
 - (F) on a dual scale calibrated in barg or millibarg on one side and pounds per square inch on the other; and
 - (G) in accordance with the INTERNATIONAL LNG TERMINAL STANDARDS.
- (i) OPERATOR shall give CAPACITY USER as much advance notice as is reasonably practicable in the circumstances of any calibration and/or verification of any instruments or gauges referred to in this paragraph 1.3 relating to the RECEIVING FACILITY equipment, and if the LNG VESSEL's equipment is recalibrated, CAPACITY USER must notify OPERATOR. CAPACITY USER shall be entitled to attend such calibration and/or verification but the absence of CAPACITY USER shall not affect the validity of such calibration and/or verification.

4.0 Metering Philosophy

OPERATOR will measure:

- (a) the quality specification of LNG unloaded at the RECEIVING FACILITY; and
- (b) the volume and quality specification of SEND OUT GAS sent out from the RECEIVING FACILITY,

in accordance with OPERATOR's metering philosophy.

SCHEDULE 3 LNG SPECIFICATION

COMPONENT	UNIT	SPECIFICATION
Methane	mol %	Min 84.0
Ethane and heavier	mol %	Max 15.0
Propane	mol %	Max 4.0
Butane	mol %	Max 2.5
Pentane	mol %	Max 0.1
Hexane	mol %	0
Nitrogen	mol %	Max 1.0
Carbon Dioxide	mol %	Max 0.005
Hydrogen Sulphide	mg / sm ³	Max 5.7
Total Sulphur	mg / sm ³	Max 30
Molecular weight	g / mol	Max 19.57

SCHEDULE 4 SEND OUT GAS SPECIFICATIONS

PROPERTY		VALUE	UNIT
Gross Calorific Value (real gross dry)	Max	48.1	mj / m ³
	Min	35.1	
Water dew point (at 56 barg)	Max	10	°C
Hydrocarbon dew-point (at 56 barg)	Max	10	°C
Composition			
Hydrogen sulphide	Max	5.7	mg / m ³
Total Sulphur	Max	30	mg / m ³
Inert Gases	Max	10	Vol %
Specific Gravity	Max	0.75	
All m³ in the above table are at standard conditions of 15°C and 1.01325 bar(a). No impurities – free from objectionable substances i.e. dust, gums, gum-forming constituents, crude oil and other impurities that may cause pipeline damage, regulators, meters or other appliances, or that can adversely affect or interfere with (i) the transmission of the residue gas through pipeline or (ii) the commercial use of the residual gas by the shipper. Pressure and temperature shall meet the requirements of the PGU system.			

SCHEDULE 5 RECEIVING FACILITY INFORMATION INTRODUCTION

The RECEIVING FACILITY is designed to receive LNG from LNG VESSEL, store at FSUs, regasify the LNG into NATURAL GAS at JRU, transmit and deliver the SEND OUT GAS to the DELIVERY POINT. The RECEIVING FACILITY comprises of JRU, FSUs and pipeline.

The LNG supplied by CAPACITY USER via LNG VESSEL will be unloaded into the two (2) floating storage units located at the RECEIVING FACILITY, which are shown as "FSU1" and "FSU2" in the diagram titled "OVERALL LAYOUT OF THE RECEIVING FACILITY" attached to this Schedule 5. The FSUs are permanently moored at Loading Platform 1 (LP1) and Loading Platform 2 (LP2) respectively, facing shore side. The FSUs may be repositioned for operational purposes. LNG VESSEL will berth at LP1 facing open sea side for the purpose of unloading the LNG into FSUs.

The LNG from the FSUs is sent to the JRU and will be regasified into NATURAL GAS. The NATURAL GAS is measured at the SEND OUT GAS METERING STATION prior delivery into the PGU NETWORK.

A. JRU

1.0 JRU consists of the Loading and Unloading Facility (as described in paragraph 1.0 of this Schedule 5), LNG Send Out Facility (as described in paragraph 3.0 of this Schedule 5), LNG Regasification Facility (as described in paragraph 5.0 of this Schedule 5), SEND OUT GAS METERING STATION (as described in paragraph 6.0 of this Schedule 5) and Supporting Infrastructures (as described in paragraph 7.0 of this Schedule 5).

2.0 UNLOADING FACILITY

1. The Unloading Facility consists of:

(a) Unloading mooring equipment including at LP1 facing open sea side:

- (i) four (4) breasting dolphins with fenders and low friction faced panels, two (2) of which are equipped with double quick release hooks to accommodate vessel spring lines;
- (ii) four (4) mooring dolphins with triple quick release hooks to accommodate up to twelve (12) breast (and head/stern) lines;
- (iii) one (1) approach velocity meter system with signalling; and
- (iv) one (1) mooring loads monitoring system;
- (v) sufficient lighting to permit safe docking manoeuvres during day and night (to the extent permitted by the port authorities);
- (vi) four (4) unloading arms which consists of two (2) liquid unloading, one (1) hybrid and one (1) vapour return, each equipped with powered emerging release couplers, and a position indication system that triggers an alarm on over-reach. These equipment are located at LP1 facing open sea side;
- (vii) four (4) loading arms which consists of two (2) liquid unloading, one (1) hybrid and one (1) vapour return, each equipped with powered emergency release couplers, and a position indication system that triggers an alarm on over-reach. These equipment are located at LP1 facing shore side for loading into FSU1;
- (viii) four (4) loading arms which consists of two (2) liquid unloading, one (1) hybrid and one (1) vapour return, each equipped with powered emergency release

couplers, and a position indication system that triggers an alarm on over-reach. These equipment are located at LP2 facing shore side for loading into FSU2;

- (ix) piping systems to transfer LNG into FSUs and vapour return to LNG VESSEL are designed for maximum unloading rates of 10,000 cubic meters per hour;
 - (x) fire and gas detection system inclusive of flammable gas, cold spill and fire detection combined with emergency shutdown facilities and a fixed installed fire water spray/deluge system;
 - (xi) radio, glass fibre-optic cable and electric cable communication links between JRU and LNG VESSEL;
 - (xii) telescopic gangway with self-levelling steps to provide safe access between JRU and LNG VESSEL; and
 - (xiii) security facilities and personnel in accordance with the International Ship and Port Facility Security (ISPS) Code and related port authorities requirements.
- (b) OPERATOR shall maintain a deep pocket alongside the berth with a water depth of at least 13.6 metres below the lowest astronomical tide (LAT) under LNG VESSEL's laden condition.
 - (c) The RECEIVING FACILITY is designed to accept one (1) LNG VESSEL at a time with size between 130,000 m³ and 220,000 m³. For avoidance of doubt, the LNG VESSEL shall comply with GTC 6.0.
 - (d) Under normal operation it will take approximate 38 to 48 hours to complete unloading depending on the size of CARGO subject to maximum unloading rate of up to 7000 m³/hr.

3.0 LNG SEND OUT FACILITY

1. The LNG Send Out Facility consists of:
 - (a) two (2) of ten-inch (10") liquid send out arms for each FSU which each equipped with powered emergency release couplers, and a position indication system that triggers an alarm on over-reach. At one time, only one (1) liquid send out arm is connected to each FSU;
 - (b) one (1) Low Pressure (LP) Suction Drum; and
 - (c) three (3) x 50% LP LNG Booster Pumps with a capacity of 510 m³/hr (per pump).
2. The LNG is pumped out from the FSUs using the LNG in-tank pumps and is transferred to the JRU via the ten inch (10") send out arm. The outlets from the send out arms to the JRU are routed via the ten inch (10") LP LNG send out header.
3. LNG is sent to LP Suction Drum which consists of three (3) x 50% LP LNG Booster Pumps with a capacity of 510 m³/hr (per pump) to boost up the LNG pressure from 1.5 barg to 7 barg to the Recondenser.

4.0 LNG REGASIFICATION FACILITY

1. LNG Regasification Facility consists of:
 - (a) One (1) Recondenser;
 - (b) Three (3) regasification skids which each consists of:

- (i) two (2) High Pressure (HP) Booster Pumps;
 - (ii) one (1) BOG Cooler;
 - (iii) one (1) LNG Evaporator;
 - (iv) one Natural Gas (NG) Trim heater;
 - (v) one (1) Propane Preheater;
 - (vi) three (3) Propane Evaporators;
 - (vii) one (1) Propane Loop which consist of one (1) Propane Pump; and one (1) Propane Tank; and
- (c) Three (3) Boil Off Gas Compressors.
2. LNG is sent to Recondenser to recondense the BOIL OFF GAS from the BOIL OFF GAS header
 3. LNG is sent to HP Booster Pumps to bring the LNG to the same pressure as the PGU NETWORK pressure. LNG is regasified into NATURAL GAS at the regasification skids. The "Intermediate Fluid Vaporisation" concept is used for vaporisation of LNG using seawater and propane.
 4. NATURAL GAS is heated to a minimum temperature of 15 degree Celsius. NATURAL GAS passes through the SEND OUT GAS METERING STATION before delivery to the PGU NETWORK as SEND OUT GAS.
 5. A maximum send out rate of 442 tonnes per hour, is achieved through the operation of two (2) regasification skids.
 6. The Boil Off Gas Compressors are used to recover BOIL OFF GAS in the BOIL OFF GAS header.

5.0 SEND OUT GAS METERING STATION

1. The SEND OUT GAS METERING STATION consists of two (2) x 100% metering runs. The quantity and quality of the SEND OUT GAS are measured at the SEND OUT GAS METERING STATION.
2. The SEND OUT GAS METERING STATION is equipped with the following parts:
 - (a) Two (2) ultrasonic flow meters with pressure and temperature compensation;
 - (b) Two (2) gas chromatographs to determine gas composition and calorific value;
 - (c) One (1) moisture analyser;
 - (d) One (1) Hydrogen Sulphide (H₂S) analyser; and
 - (e) One (1) hydrocarbon dew point analyser.
3. The outlet of the SEND OUT GAS METERING STATION is equipped with a High Integrity Pressure Protection System to protect pipeline and downstream facilities against over pressure.
4. Pipeline Inspection Gauge (PIG) scraper launcher and receiver are provided to allow for pipeline pigging activities.

5. The SEND OUT GAS pressure varies between 40 barg and 68.95 barg, and dependent upon the PGU NETWORK pressure.

6.0 SUPPORTING INFRASTRUCTURES

1. RECEIVING FACILITY is supported with the following supporting infrastructures which includes:
 - (a) a flare system for the release of excess BOIL OFF GAS and Propane Gas at abnormal situations in a controlled and environmentally responsible manner;
 - (b) an electrical power distribution within the RECEIVING FACILITY;
 - (c) a process control system and safety control system, allowing a high level of plant automation and "fail-safe" corrections if abnormal situations (e.g. spill or fire) are detected; and
 - (d) a utility system to support the operations of the RECEIVING FACILITY such as Instrument Air System, Firewater System, Nitrogen System, Sea Water System, Potable Water system, Propane System, Hazardous and Non- Hazardous Open Drain System, Diesel System and Close Drain System.

B. FSU

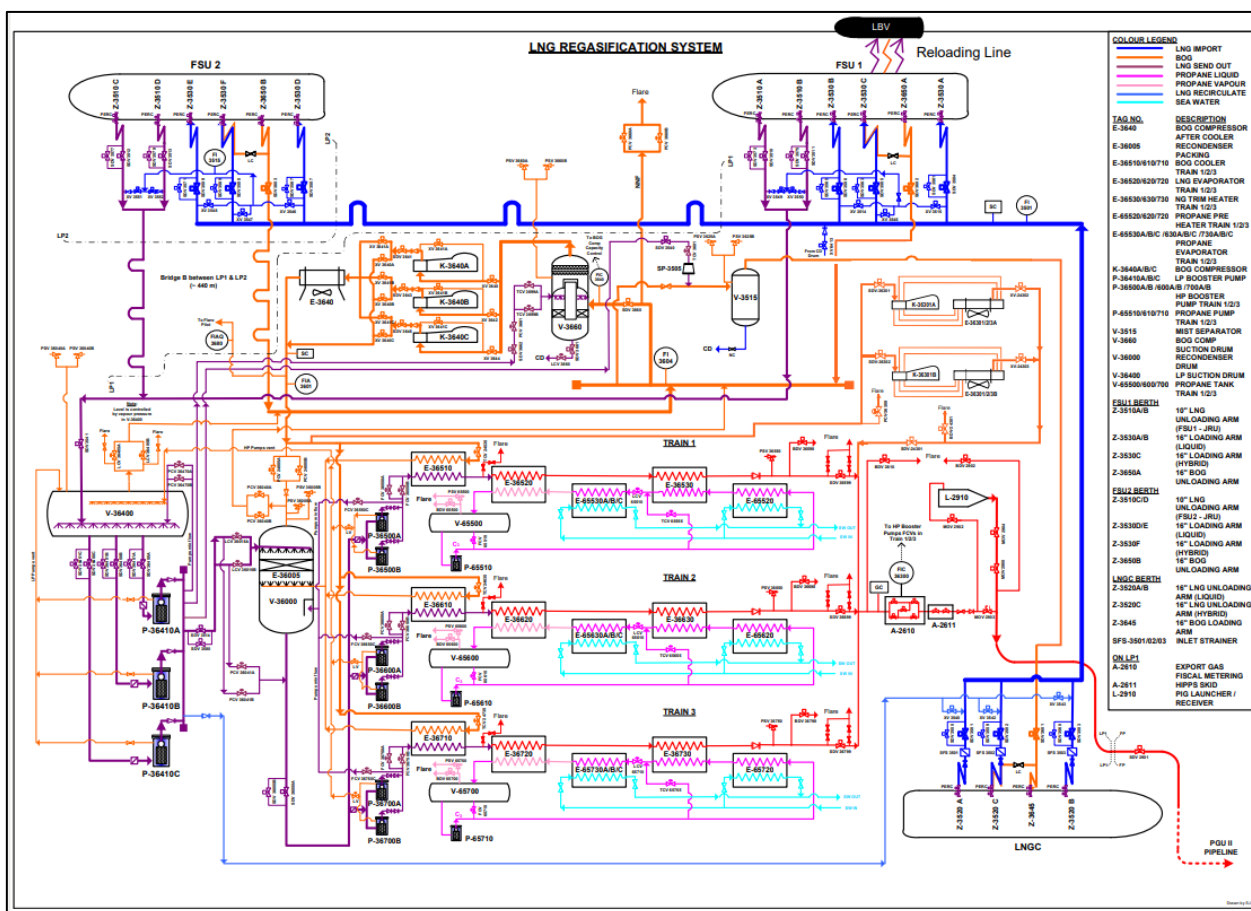
1. The main function of the two FSUs is to receive and store LNG from LNG VESSEL and sending out LNG to JRU for regasification.
2. The capacity of each FSU is 130,000 m³, providing a total LNG storage capacity of 256,100 m³ which equivalent to 98.5% of total FSU capacity including MINIMUM HEEL REQUIREMENT.
3. In normal operation, each FSU will be separately received LNG from LNG VESSEL and pumped out LNG from FSU to JRU. However, each FSU is capable to simultaneously receiving LNG from LNG VESSEL and pumping out LNG from FSU to JRU.
4. During LNG unloading, only one FSU shall receive LNG from LNG VESSEL at one time.
5. LNG VESSEL to maintain tank pressure of 80 milibarg to 100 milibarg upon berthing and FSU requires higher pressure in order to send part of the BOIL OFF GAS back to the LNG VESSEL as vapour return. FSU Heavy Duty (HD) compressor will provide sufficient pressure to evacuate the BOIL OFF GAS generated in the FSU. Both FSUs' vapour manifolds are permanently connected to the JRU vapour return arms for BOIL OFF GAS management except during emergency situation.
6. The maximum LNG pump out rate from FSUs to JRU is 1200 m³/hr between 2.5 barg to 2.8 barg of pressure to JRU.

C. PIPELINE

1.0 The pipeline includes

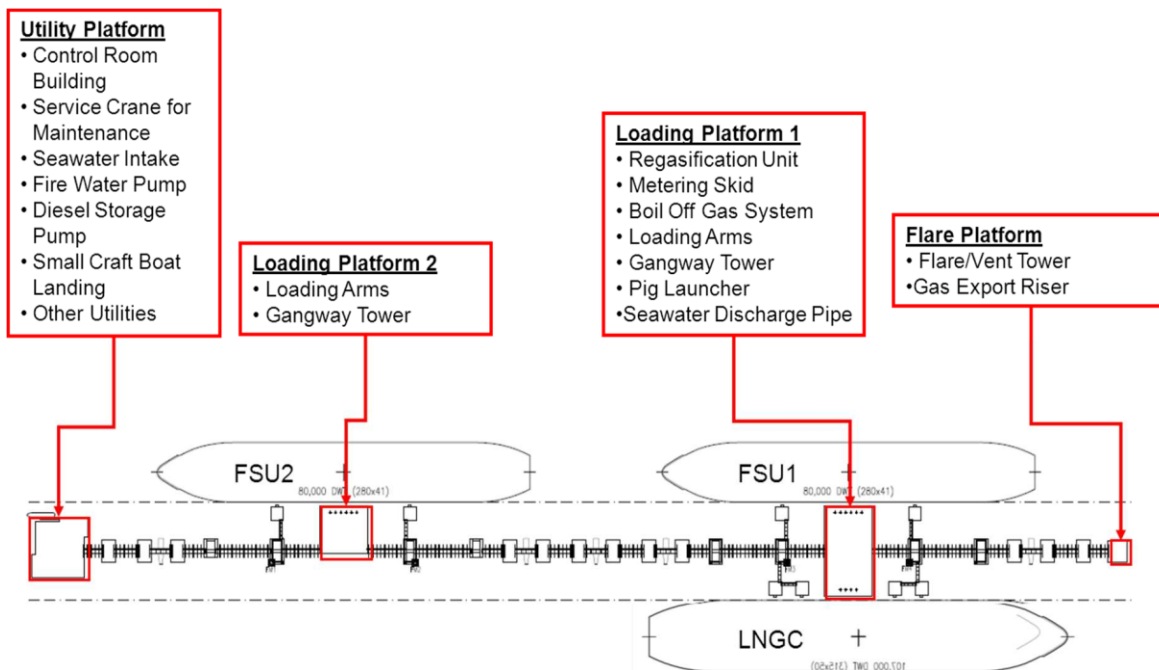
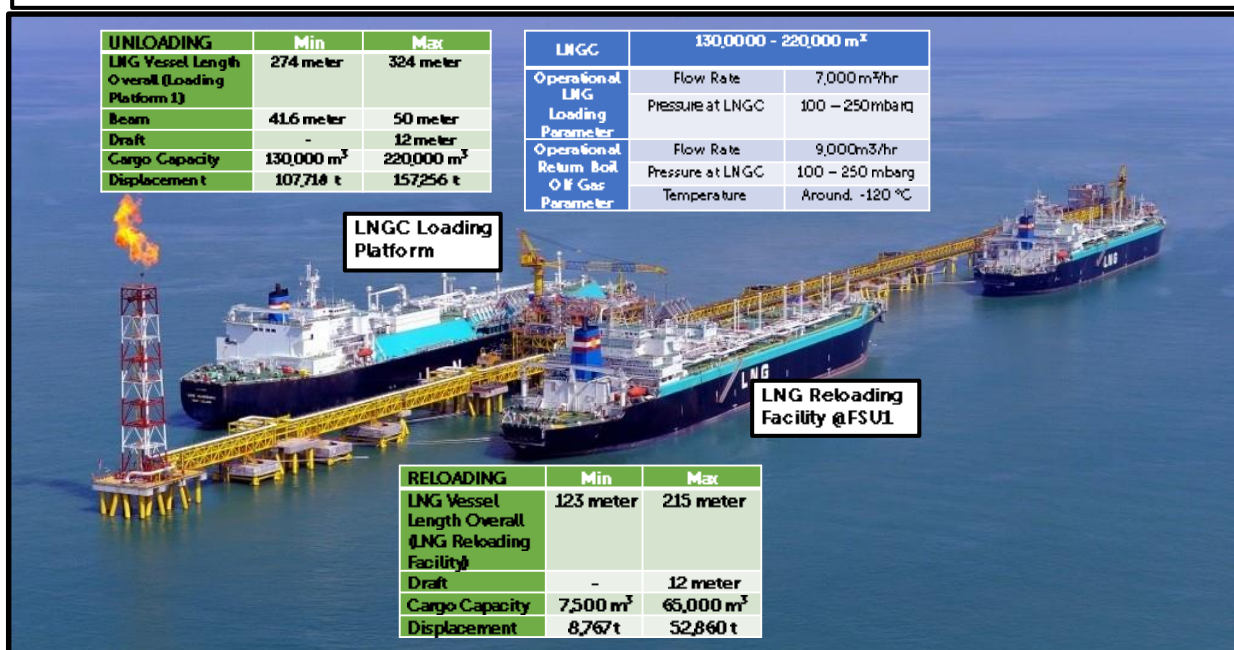
1. Three (3) kilometre of NPS-30 inch of subsea pipeline;
2. Thirty (30) kilometre of NPS-30 inch of onshore pipeline;
3. One (1) beach valve is installed in between of subsea pipeline and onshore pipeline;
4. Tie-in to Tangga Batu Metering Station at PETRONAS Penapisan Melaka (PPMSB);
5. Block valve station (located side-by-side with existing block valve MLL1, MLL 2 and MLL 3) with crossover lines;
6. Tee-off at MLL 3;
7. Supervisory Control and Data Acquisition (SCADA) and Telecommunication System, SCADA building;
8. Cathodic Protection (CP) system including transformer rectifier stations;
9. Bi-directional scraper stations; and
10. Tie-in to PGU NETWORK.

- RECEIVING FACILITY



OVERALL LAYOUT OF THE RECEIVING FACILITY

RGT SG. UDANG: Terminal Compatibility & Capability



SCHEDULE 6 ALLOCATION RULES

1. INTRODUCTION

- 1.1 Allocation is an arrangement whereby OPERATOR allocates the proper share of the quantity of SEND OUT GAS, IGC and LNG across the RECEIVING FACILITY to each CAPACITY USERS in a fair and non-discriminatory manner.
- 1.2 These allocation rules are meant to describe principle for daily allocation of SEND OUT GAS, IGC and LNG across the RECEIVING FACILITY between the CAPACITY USERS.

2. SEND OUT GAS QUANTITY ALLOCATION

- 2.1 OPERATOR shall allocate the delivered SEND OUT GAS quantity for each GAS DAY to CAPACITY USERS after closing of each actual GAS DAY.
- 2.2 CAPACITY USERS acknowledge that the receipt of SEND OUT GAS at NATURAL GAS DELIVERY POINT may not exactly match the daily nomination made in respect of it and consequently under deliveries or over deliveries of daily SEND OUT GAS may occur and as a result from but not limited to any RECEIVING FACILITY operational limitation, tank inventory limitation and PGU NETWORK limitation.
- 2.3 All of daily SEND OUT GAS quantity delivered at NATURAL GAS DELIVERY POINT as measured at SEND OUT GAS METERING STATION shall be allocated to CAPACITY USERS regardless of the reason for any such under deliveries or over deliveries.
- 2.4 The principle of the SEND OUT GAS quantity allocation is as follows:

where

A = CAPACITY USER's daily nomination quantity for each GAS DAY, as may be adjusted in accordance with AA 7.12;

B = Total daily nomination quantity by all the CAPACITY USERS for each GAS DAY, as may be adjusted in accordance with AA 7.12; and

C = Total actual daily SEND OUT GAS quantity for each GAS DAY.

$$\text{CAPACITY USER's daily actual SEND OUT GAS quantity, } a = \frac{A}{B} \times c$$

3. INTERNAL GAS CONSUMPTION

- 3.1 CAPACITY USERS acknowledge that the quantity of the IGC will vary between GAS DAYS due to, amongst other reasons, the variation of usage as pilot flare and as sweep gas, and flaring and venting for the purpose of operation, MAINTENANCE and safety.
- 3.2 CAPACITY USER'S share of IGC in the circumstances set out in AA 17.3 shall be calculated as follows:

Where;

DC = CAPACITY USER's MINIMUM SEND OUT RATE;

DT = Terminal's MINIMUM SEND OUT RATE

EC = CAPACITY USER's DAILY SEND OUT GAS NOMINATION, as may be adjusted in accordance with AA 7.12;

ET = Total DAILY SEND OUT GAS NOMINATION, as may be adjusted in accordance with AA 7.12; and

F = Total actual daily IGC quantity for each GAS DAY

$$\text{CAPACITY USER'S actual daily IGC quantity, } d = \frac{D_C - E_C}{D_T - E_T} \times F$$

4. LNG QUANTITY IN TANKS ALLOCATION

- 4.1 OPERATOR shall allocate each CAPACITY USER's LNG daily closing quantity in the tanks after closing of each actual GAS DAY based on the following mechanism.
- 4.2 The LNG quantity remains in tanks in any GAS DAY shall be allocated to each CAPACITY USER after taking into consideration actual quantity allocation of the SEND OUT GAS and IGC in each GAS DAY for each CAPACITY USER as specified in paragraph 2 and 3 above.
- 4.3 The principle of the LNG inventory allocation as follows:

Where;

G = CAPACITY USER's opening LNG inventory in tank for each GAS DAY; J = Assignment of LNG from other CAPACITY USER;

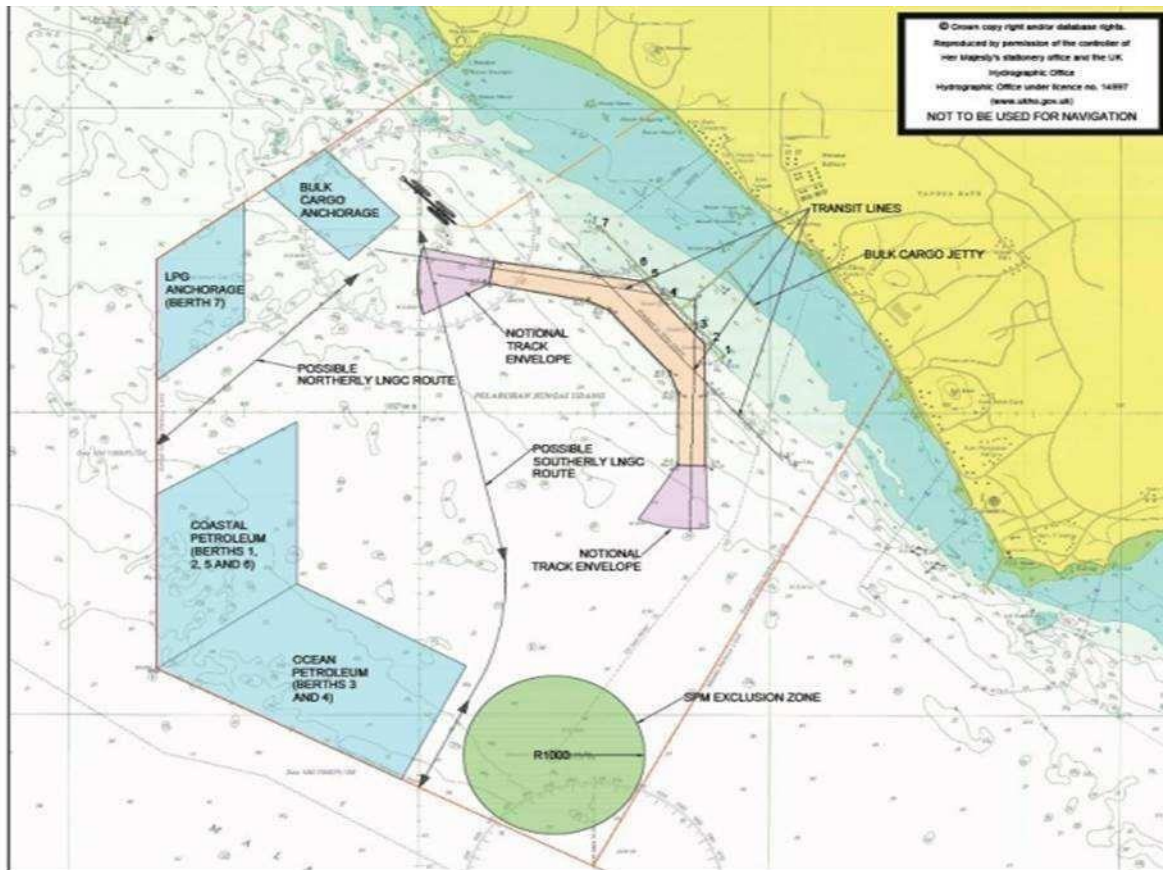
H = Assignment of LNG to other CAPACITY USER;

a = CAPACITY USER's daily actual SEND OUT GAS quantity for each GAS DAY; and

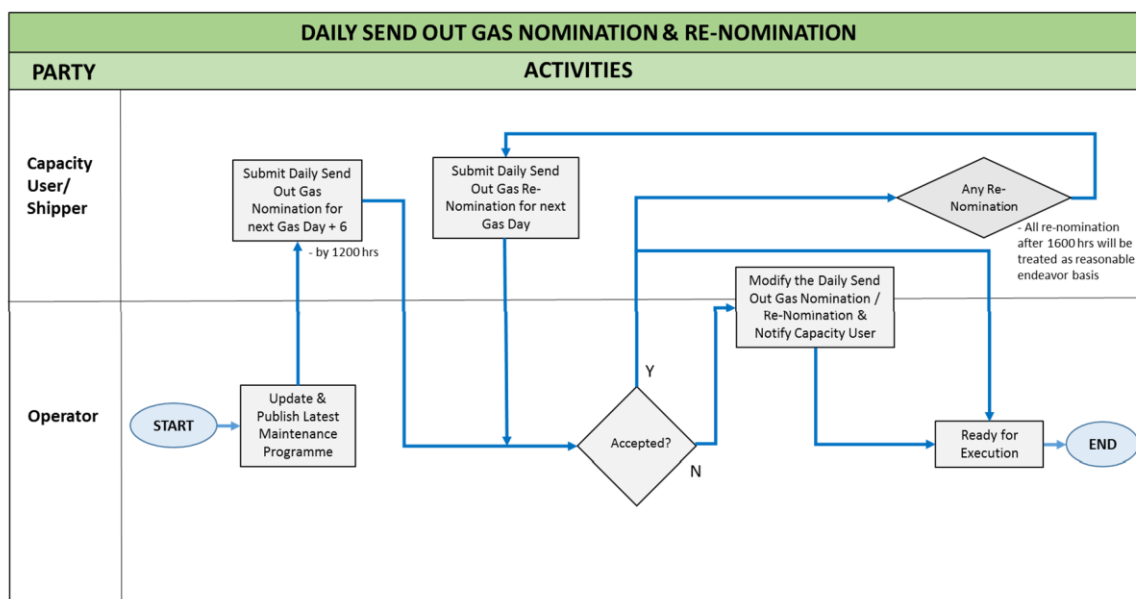
d = CAPACITY USER's daily actual IGC quantity for each GAS DAY.

$$\text{CAPACITY USER'S LNG daily closing quantity in tanks, } g = G - a - d + J - H$$

SCHEDULE 7 SUNGAI UDANG PORT LIMIT



SCHEDULE 8 DAILY SEND OUT GAS NOMINATION PROCEDURE



SCHEDULE 9 FORM OF ACCESS REQUEST

[**Note:** See separate document.]

SCHEDULE 10 FORM OF BANK GUARANTEE

BANK GUARANTEE NO:.....

REGASIFICATION TERMINAL SUNGAI UDANG SDN BHD

Tower 1, PETRONAS Twin Towers,

Kuala Lumpur City Centre,

50088 Kuala Lumpur.

AN AGREEMENT made the [●] day of [●] 202[●] between [●] (hereinafter referred to as the “**Bank**”) of the one part and REGASIFICATION TERMINAL SUNGAI UDANG SDN BHD (hereinafter called the “**Seller**”) of the other part.

WHEREBY IT IS AGREED as follows:

1. In consideration of Seller agreeing to render regasification services to [●] (hereinafter referred to as the “**Buyer**”), the Bank hereby irrevocably and unconditionally guarantees and undertakes the payment to the Seller, as principal debtor and not merely as surety, on first demand, free of offsets or counterclaims, without restriction or conditions and notwithstanding any contestation or objection by with Buyer, such sums of money not exceeding Ringgit Malaysia/United States Dollar [●] (RM/USD[●]) which may at any time be claimed by the Seller against the Buyer for the Buyer’s failure to settle any amounts due under Terminal Use Agreement (TUA) between the Seller and the Buyer dated [●] and any amendments thereto which may subsequently be agreed upon by the Seller and the Buyer.
2. Notice in writing, without proof or conditions, of any claims by the Seller against the Buyer shall be given to the Bank, and within 7 days from the date of receipt of such notice full payment shall forthwith be made by the Bank to the Seller of all sums due under this guarantee.
3. This guarantee shall be effective for the period of [●] from the date hereof and shall expire on [●] and renewed at least 30 days before the expiry of the guarantee in the form similar and in the amount to be based on the provisions of the TUA.
4. The liability of the Bank shall not be affected nor shall this guarantee be discharged or diminished by reason of:
 - 4.1 any amendment, modification, extension, indulgence, waiver, or concession granted to the Buyer by the Seller, whether as to payment, time, performance or otherwise;
 - 4.2 any renewal, variation, compromise or composition relating to the TUA or refusal or neglect to perfect the TUA or any decision by the Seller to not enforce the TUA or sue the Buyer;
 - 4.3 any change whatsoever in the constitution of the Buyer or by the Buyer’s liquidation or winding up or any legal limitation, disability, incapacity or similar circumstances relating to the Buyer; or
 - 4.4 any act or omission on the part of the Seller which but for this provision might operate to exonerate or discharge the Bank from any of its obligations under this guarantee.
5. This guarantee shall ensure to the benefit of the Seller and its successors and assigns pursuant to the TUA notwithstanding any amalgamation, merger, and reconstruction under this guarantee.

6. This guarantee shall remain in full force and effect notwithstanding any amalgamation, merger, reconstruction or any other change in the constitution of the Bank.
7. This guarantee is a continuing guarantee within the limits aforesaid as to time and amount. However any claim by the Seller for the Buyer's failure to settle any amount due under the TUA shall be submitted to the Bank within 1 month(s) after the expiry of the said time.
8. This guarantee shall be governed by and construed exclusively in accordance with the laws of Malaysia.
9. The Bank hereby waives notice of acceptance and execution of this Bank Guarantee by the Seller.

IN WITNESS WHEREOF the Bank hereto have hereunto set their hands the day and year first above written.

Signed for and on behalf of the Bank

Name:

Designation:

In the presence of:

Name:

Designation:

END OF SCHEDULE

SCHEDULE 11
FORM OF NOVATION AGREEMENT FOR ENTIRE SERVICE TRANSFER

THIS NOVATION AGREEMENT is made on [●]

BETWEEN:

1. [●] (No. 1) whose registered office is at [●] (the "ORIGINAL PARTY")
2. REGAS TERMINAL (SG. UDANG) SDN. BHD (Company No. 95822 – W), a company incorporated in Malaysia under the Companies Act, 1965 and having **its** registered address at Tower 1, PETRONAS Twin **Towers**, 50088 Kuala Lumpur (hereinafter referred to as "OPERATOR"); and
3. [●] (No. 1) whose **registered** office is at [●] (the "NEW PARTY") (each a "PARTY" and together the "PARTIES").

RECITALS

- I. The ORIGINAL PARTY and OPERATOR are parties to a TERMINAL USE AGREEMENT dated [●] pursuant to which the ORIGINAL PARTY was provided with SERVICES (as defined in the TERMINAL USE AGREEMENT).
- II. OPERATOR carries on the ownership and operation of the LNG regasification facilities to be located within the SUNGAI UDANG PORT in Sungai Udang, Melaka, Malaysia.
- III. The ORIGINAL PARTY wishes to be released from all its obligations and liabilities under the TERMINAL USE AGREEMENT and to transfer all its rights under the TERMINAL USE AGREEMENT to the NEW PARTY. The NEW PARTY wishes to assume all such rights, obligations and liabilities of the ORIGINAL PARTY under the TERMINAL USE AGREEMENT in substitution for the ORIGINAL PARTY. OPERATOR intends to agree to such release and substitution.
- IV. The ORIGINAL PARTY and the NEW PARTY delivered to OPERATOR notice of their intention to effect an ENTIRE SERVICE TRANSFER (as defined in the TERMINAL USE AGREEMENT) in accordance with AA 26.3(a) of the TERMINAL USE AGREEMENT on [*insert date*].
- V. OPERATOR provided written confirmation of its consent to the ENTIRE SERVICE TRANSFER in accordance with AA 26.3(b) of the TERMINAL USE AGREEMENT on [*insert date*].
- VI. Pursuant to and in accordance with the terms of AA 26.4 of the TERMINAL USE AGREEMENT, the PARTIES have agreed to the ENTIRE SERVICE TRANSFER on the terms and subject to the conditions of this NOVATION AGREEMENT.

THE PARTIES AGREE AS FOLLOWS:

2.0 DEFINITIONS

- 2.1 Capitalised terms used in this NOVATION AGREEMENT shall have the same meaning ascribed to them in the TERMINAL USE AGREEMENT.

3.0 CONDITIONS

- 3.1 This NOVATION AGREEMENT will become effective on [the later of [●] and the date on which the conditions precedent set out in Appendix 1 to this NOVATION AGREEMENT (the "CONDITIONS PRECEDENT") have been satisfied or waived in accordance with clause 3.2

(such time being the ENTIRE SERVICE TRANSFER EFFECTIVE TIME in accordance with AA 26.4 of the TERMINAL USE AGREEMENT).

- 3.2 OPERATOR may waive any of the CONDITIONS PRECEDENT by giving notice to the ORIGINAL PARTY and the NEW PARTY.
- 3.3 The ORIGINAL PARTY and the NEW PARTY shall keep OPERATOR informed on a regular basis regarding its progress in satisfying the CONDITIONS PRECEDENT and shall notify OPERATOR promptly upon the CONDITIONS PRECEDENT being satisfied.
- 3.4 CAPACITY USER shall use REASONABLE ENDEAVOURS to procure that the CONDITIONS PRECEDENT are satisfied within one (1) month of the date of this NOVATION AGREEMENT, or such later date as may be agreed under clause 3.5.
- 3.5 If a CONDITION PRECEDENT has not been waived or satisfied by the date falling one (1) month after the date of this NOVATION AGREEMENT, the PARTIES will meet and seek to agree upon a later date by which the CONDITION PRECEDENT will, if possible, be satisfied. If the PARTIES fail to reach agreement upon a later date (which shall in no event be later than the date falling three (3) months after the date of this NOVATION AGREEMENT), any PARTY may terminate this NOVATION AGREEMENT without liability on its part by giving notice to the other PARTIES. Termination shall be a PARTY'S sole remedy for the failure to satisfy a CONDITION PRECEDENT not waived. The same rights of waiver or termination, and the procedures relating thereto, will apply upon the expiry of any later period agreed by the PARTIES pursuant to this clause 3.0.

4.0 TERMINAL USE AGREEMENT

Each of the ORIGINAL PARTY and OPERATOR hereby severally confirms to the NEW PARTY that except as disclosed to the NEW PARTY:

- (a) the TERMINAL USE AGREEMENT is in full force and effect between the ORIGINAL PARTY and OPERATOR and that, except as disclosed to the NEW PARTY, neither has assigned or otherwise transferred any of their respective rights or obligations under or in connection with the TERMINAL USE AGREEMENT; and
- (b) except as disclosed to the NEW PARTY, the copy of the TERMINAL USE AGREEMENT annexed hereto (and initialled for the purpose of identification by the parties hereto) is a true and complete copy thereof [and that there has been no amendment thereto since its execution.

5.0 NOVATION

5.1 With effect from the ENTIRE SERVICE TRANSFER EFFECTIVE TIME:

- (a) Without prejudice to (i) any rights accrued by OPERATOR; or (ii) any liabilities incurred by the ORIGINAL PARTY, in either case under or in connection with the TERMINAL USE AGREEMENT prior to the ENTIRE SERVICE TRANSFER EFFECTIVE TIME, OPERATOR releases and discharges the ORIGINAL PARTY from all its obligations and liabilities and from all claims and demands of whatever nature arising under or in connection with the TERMINAL USE AGREEMENT insofar as they arise or relate to events occurring on or after the ENTIRE SERVICE TRANSFER EFFECTIVE TIME.
- (b) The NEW PARTY agrees with OPERATOR to perform all the obligations and assume all the liabilities of the ORIGINAL PARTY from which the ORIGINAL PARTY is released and discharged pursuant to clause 5.1(a) of this NOVATION AGREEMENT and to be bound by the terms of the TERMINAL USE AGREEMENT in all respects as if the NEW

PARTY had been named as a party to the TERMINAL USE AGREEMENT in place of the ORIGINAL PARTY (but which, for the avoidance of doubt, shall not include any obligations or liabilities arising from any act or omission of the ORIGINAL PARTY which occurred prior to the ENTIRE SERVICE TRANSFER EFFECTIVE TIME).

- (c) OPERATOR agrees with the NEW PARTY to perform all OPERATOR'S obligations and assume all its liabilities under or in connection with the TERMINAL USE AGREEMENT and to be bound by the terms of the TERMINAL USE AGREEMENT in all respects as if the NEW PARTY had been named as a party to the TERMINAL USE AGREEMENT in place of the ORIGINAL PARTY (but which, for the avoidance of doubt, shall not include any obligations or liabilities arising from any act or omission of OPERATOR which occurred prior to the ENTIRE SERVICE TRANSFER EFFECTIVE TIME).
- (d) Each of the ORIGINAL PARTY and OPERATOR acknowledge and agree that, on and with effect from the ENTIRE SERVICE TRANSFER EFFECTIVE TIME, neither shall have any claims against the other in relation to any act or omission of the other under or in connection with the TERMINAL USE AGREEMENT which may occur on or after the ENTIRE SERVICE TRANSFER EFFECTIVE TIME.

6.0 MUTUAL INDEMNITIES

- 6.1 The NEW PARTY indemnifies the ORIGINAL PARTY and shall keep the ORIGINAL PARTY indemnified against all liability, costs, damages or claims incurred by or made against the ORIGINAL PARTY by OPERATOR relating to any act or omission occurring under or in connection with the TERMINAL USE AGREEMENT on or after the ENTIRE SERVICE TRANSFER EFFECTIVE TIME.
- 6.2 The ORIGINAL PARTY indemnifies the NEW PARTY and shall keep the NEW PARTY indemnified against all liability, costs, damages or claims incurred by or made against the NEW PARTY by OPERATOR relating to any act or omission occurring under or in connection with the TERMINAL USE AGREEMENT prior to the ENTIRE SERVICE TRANSFER EFFECTIVE TIME

7.0 AFFIRMATION

Except as specifically amended by this NOVATION AGREEMENT all the terms and conditions of the TERMINAL USE AGREEMENT remain in full force and effect

8.0 GOVERNING LAW

This NOVATION AGREEMENT and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this NOVATION AGREEMENT or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with Malaysian law.

IN WITNESS whereof this agreement has been executed on the date first above written.

Signed for an on behalf of)
[ORIGINAL PARTY])
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

.....

.....

Occupation of witness

Signed for an on behalf of)
REGAS TERMINAL (SG. UDANG))
SDN BERHAD)
)

Signature of director

Signature of witness

Name of witness

Address of witness

.....

.....

Occupation of witness

Signed for an on behalf of)
[NEW PARTY])
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

.....

.....

Occupation of witness

SCHEDULE 12 FORM OF INTER-CAPACITY USER AGREEMENT

[**Note:** See separate document.]

SCHEDULE 13 CALORIFIC AND VOLUMETRIC CONVERSION FORMULA

1. Mass to volume:

$$\text{Mass (kg)} \div \text{Density (kg/m}^3\text{)} = \text{Volume (m}^3\text{)}$$

2. Volume to Energy:

$$\text{Volume (mmscf)} \times \text{GHV (mmbtu/mmscf)} = \text{Energy (mmbtu)}$$

3. GHV, density and specific energy used for planning purpose*

GHV: 1050 mmbtu/mmscf

LNG density: 450 kg/m³

LNG specific energy: 25,300 MJ/m³, equivalent to 56.3 MJ/kg

*The numbers are the medians for multiple LNG sources worldwide, as can be found from the Natural Gas

Conversion Guide, International Gas Union, 2012.

SCHEDULE 14 FORM OF CONFIRMATION NOTICE

Confirmation Notice No. : [to be updated]

Confirmation Notice Date : [to be updated]

Pursuant to the Terminal Use Agreement of the Regasification Terminal Sg. Udang dated [to be updated], between [to update company name and registration number] ("OPERATOR") and [to update company name and registration number] ("CAPACITY USER") (the "Agreement"), the OPERATOR and the CAPACITY USER agree upon the following terms and conditions for the provision of [to update number of slots] from [to update start of date] to [to update end of date].

This Confirmation Notice confirms the agreement made between the OPERATOR and the CAPACITY USER. The SERVICES is subject to the terms and conditions of the Agreement.

Capitalized terms in this CONFIRMATION NOTICE have the same meaning given to them in the Agreement.

The execution of this CONFIRMATION NOTICE by the Parties shall form a valid, individual and several contract whereby the OPERATOR agrees to provide SERVICES to the CAPACITY USER and CAPACITY USER agrees to receive the SERVICES in accordance with the Agreement.

1 OPERATOR

The OPERATOR shall be Regas Terminal (Sg. Udang) Sdn. Bhd.

2 CAPACITY USER

The CAPACITY USER shall be [to update company name]

3 TERM

SERVICES shall commence from [to update start of date] until [to update end of date]

4 Type of SLOTS

[to update PRIMARY/SECONDARY/SURRENDER/UIOILI]

5 Number of SLOTS

[to update slots booking]

6 FEES

As per published in OPERATOR's website

7 Credit Support

The CAPACITY USER shall provide the OPERATOR with a PRIMARY COLLATERAL and/or ADDITIONAL COLLATERAL for an amount determined in accordance with the terms of the Agreement.

Each of the Parties, in accordance with the Agreement has caused this CONFIRMATION NOTICE to be executed by its duly authorized representative.

Signed for and on behalf of

[to update company name]

Signed for and on behalf of

**REGAS TERMINAL (SG. UDANG) SDN.
BHD.**

.....

Name: **[to update name]**

Designation: Chief Executive Officer

.....

Name: **[to update name]**

Designation: Chief Executive Officer

SCHEDULE 15 FORM OF SURRENDER NOTICE

[Note: *See separate document.*]