

From Energy Market Regulatory Board:

BOARD DECISION

Decision No: 2586/1

Date of Decision: 03/06/2010

In the Energy Market Regulatory Board meeting dated 03/06/2010, it is decided that the annexed “Ege Gaz Inc., Basic Usage Procedures and Principles for Liquefied Natural Gas Storage Facility”, which is drawn up within the framework of Provisional Article 1 of Regulations on the Determination of Basic Usage Procedures and Principles for Liquefied Natural Gas Storage Facility published on Official Gazette no: 27230 dated 16 May 2009, to be certified and be valid as of the date of this Decision hereby.

ANNEXES:

ANNEX-1: Ege Gaz Inc., Basic Usage Procedures and Principles for Liquefied Natural Gas Storage Facility

DRAFT

EGEGAZ

ALİAĞA

LNG

TERMINAL

USAGE PROCEDURES AND PRINCIPLES

INDEX

- 1. INTRODUCTION**
- 2. BASIC PRINCIPLES**
- 3. DEFINITIONS AND INTERPRETATIONS**
- 4. RESPONSIBILITIES**
- 5. TECHNICAL SPECIFICATIONS OF THE TERMINAL**
- 6. APPLICATION CONDITIONS REQUIRED FOR PROCURING SERVICES FROM EGEGAZ LNG TERMINAL**
- 7. TERMINAL OPERATIONAL CONDITIONS**
- 8. OPERATIONAL INSTRUCTIONS**
- 9. IDLE CAPACITY AND CAPACITY TRANSFER**
- 10. PROGRAMMES, COMMUNICATION SYSTEM AND DEMAND NOTIFICATIONS**
- 11. DAILY ALLOCATIONS**
- 12. QUALITY**
- 13. MEASUREMENT AND EXAMINATION**
- 14. MAINTENANCE**
- 15. EMERGENCY SITUATION**
- 16. LIMITATION, INTERRUPTION AND SUSPENSION**
- 17. FORCE MAJEURE**
- 18. MISCELLANEOUS PROVISIONS**
- 19. PRICE AND PAYMENT**
- 20. CONFIDENTIALITY**
- 21. AMENDMENTS**
- 22. RESOLUTION OF DISPUTES**
- 23. PROVISIONAL ARTICLE**

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

Basic Usage Procedures and Principles for Liquefied Natural Gas (LNG) Storage Facility, (in short, UPP) is a document prepared to set forth the rights and responsibilities of parties concerning the provision of Standard and/or Supplementary Services and to make arrangements for technical and operational issues related to LNG Terminal of EGEGAZ ANONİM ŞİRKETİ located in Aliğa/İZMİR, within the framework of Natural Gas Market Act No.4646 and regulations in accordance with this Law.

1. INTRODUCTION

- 1.1.** EGEGAZ is the owner of a LNG Terminal (Terminal) in Aliğa-İzmir, Turkey and the holder of a Storage License.
- 1.2.** Legal entities who wish to procure services from EGEGAZ LNG Terminal shall be the holder of an import/export/wholesale license according to Natural Gas Market Law No. 4646 and related Regulations.
- 1.3.** Mainly, this UPP hereby deals with the technical and operational issues related to the Terminal Service to be provided, in accordance with the practices of economical, efficient and safe operation, within the Terminal Boundaries and specifies the rules and principles which regulate the rights and obligations related to the EGEGAZ and Service Users' Terminal service.
- 1.4.** Connected Delivery System Contract, which determines the conditions for delivery from the Terminal to the Transmission Network, is an annex of this UPP hereby.
- 1.5.** Each legal entity who will procure services shall sign a Terminal Service Contract (TSC) with EGEGAZ. Special conditions and provisions, which are not against the related regulations, shall also be included in this contract without prejudice to the principle of non-discrimination between equal parties. This UPP hereby shall be an inseparable part of each TSC to be signed and shall be binding on the parties of TSC.
- 1.6.** If required, changes may be made in UPP, provided that the amendment procedure stated in this UPP is complied with. If required, Authority may make amendments in the regulations by receiving the opinions of related persons who carry out activities in the market and the Storage Company.
- 1.7.** EGEGAZ carries out its Terminal Service in coordination with the Transmission Company.
- 1.8.** None of the provisions stated in this UPP hereby shall, in any way, grant or be interpreted to grant a right to Service User's client which can be exercised against EGEGAZ or vice versa.

2. BASIC PRINCIPLES

- 2.1. EGEGAZ operates its Terminal in accordance with the technical safety and operational procedures, by complying with principles of fair treatment of equal Service Users and performing economic, efficient and safe operation.
- 2.2. EGEGAZ administers the Terminal Capacity at its disposal to assist cooperative and safe operation of the system.
- 2.3. Provided that the system allows for it, EGEGAZ provides services in a fair and equal manner.
- 2.4. EGEGAZ provides the Terminal Service independently from other activities, especially its LNG import and wholesale activities, and accepts that it will also be a Service User of the Terminal, provided that it procures services from Terminal.
- 2.5. EGEGAZ Supplementary Services shall be provided in a manner so they will not hinder the Standard Services or limit efficient use of Terminal.
- 2.6. In order to provide services in a fair and equal manner and to ensure safe and efficient operation of the natural gas System, EGEGAZ is liable to provide the Service Users and the transmission company with sufficient and accurate information.
- 2.7. Each Service User accepts in advance that the LNG delivered to the Terminal may be mixed with the LNG of other Service Users and EGEGAZ has the right of disposition of LNG in the Terminal according to the operational conditions, within the frame of issues specified in this UPP and the provisions of the related Regulations.
- 2.8. Terminal Service Contract shall not be against the principles of economical, efficient and safe operation.
- 2.9. This UPP hereby specifies the basic principles that will be applied for equal parties, who wish to procure Terminal Service from Aliğa LNG Terminal.

3. DEFINITIONS AND INTERPRETATIONS

3.1. Definitions

“**Agency**” defines the legal entity which is commissioned by the Service User, acting on the Service User’s behalf, to organise and provide the services required for the berthing and leave of its Vessels.

“**Emergency Situation**” defines the situation specified in Article 15.1.

“**Minimum Gasification Amount**” defines the amount of gasification which is obligatory to be provided by the Service Users, as stated in Article 5.1.

“**Idle Capacity**” defines the remaining available Terminal Capacity following the Capacity Reservations to the Service Users.

“**Month**” defines the period which starts at 08:00 on the first day of a calendar month and ends at 08:00 of the first day of next calendar month. The term “monthly” shall also be construed according to the aforementioned.

“**Connected System Delivery Contract**” defines the agreement made by and between EGEGAZ and the Transmission Company (BOTAŞ) which operates the Transmission Network, in order to deliver the LNG Gasified in the Terminal to the Transmission Network on behalf of the Service Users.

“**Maintenance**” maintenance, repair, control, connection or replacement in any section of Terminal, either planned or unplanned, as well as the preparation required for these and, following these, all works required for recommissioning of any section of Terminal.

“**Bar**” defines pressure unit equal to 100 kPascal.

“**Discharge Manager**” defines the specialised person commissioned by EGEGAZ, who makes himself/herself available on the Vessel, during the discharge period, to ensure a safe discharge of LNG Vessel and performs the operation in coordination with the Terminal.

“**Ready to Discharge Notification**” defines the notification which is given to state that the Vessel has berthed to the jetty, finalized all processes required for a safe discharge of LNG cargo and is ready to discharge.

“**Permanent Transfer**” defines the transfer of a part of or whole capacity of a Service User to another Service User for a period of at least 10 Gas Days, during which the Transferee Service User is responsible for all obligations.

“**Stored Volume**” defines the amount of LNG that is stored by EGEGAZ in the Terminal LNG Tanks on behalf of Service User at any time.

“**Transferee Service User**” defines any Service User who is transferred a capacity from Transferor Service User.

“**Transferor Service User**” defines a Service User which transfers part of the or whole capacity reserved.

“**Natural Gas**” or “**Gasified LNG**” defines a mixture of hydrocarbon gases and other gases, which are extracted from the ground and are normally in gas state or gases which are

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

transformed from liquid state into gas state via the vaporisation of LNG, with methane as their main compound.

“**Natural Gas Market Law**” in short “**Law**” defines the Law No: 4646 dated 18/04/2001.

“**Supplementary services**” defines rendering of services such as berthing and unloading of LNG vessel, storage of LNG in tanks, delivery of LNG to the national transmission network after being gasified, loading of LNG into land tankers, loading of LNG into the vessel and similar services, separately.

“**Day**”, “**Gas Day**” or “**Service Day**”, (in short, “**D**”) defines the 24-hour period which starts at 08:00 of any day and ends at 08.00 of the next day.

“**D+1**” defines the day after the Day.

“**D-1**” defines the Day before the Day.

“**Gas Losses**” define the Boil-off Gas that is removed from the system according to the conditions of NFPA (Natural Fire Protection Association) 59-A, in accordance with Article 7.6.2.

“**Temporary Transfer**” defines the transfer of a part of or whole capacity of a Service User to another Service User for a period of at least 10 Gas Days, during which the Transferor Service User is responsible for all obligations.

“**Confidential Information**” defines the meaning specified in Article 20.

“**Notice of Readiness**” defines the meaning specified in Article 7.3.

“**Service User**” defines the importer/wholesale/exporter company which has signed a service contract with EGEgaz or defines the EGEgaz itself, with the capacity of importer/wholesale/exporter company.

“**Service User’s Vessel/Vessel**” defines the vessel which satisfies the requirements of IMO and SIGTTO, is suitable for the transportation of LNG in all aspects and which is deemed to represent and act on behalf of Service User.

“**Transmission Network**” defines the high-pressured National Natural Gas Pipeline System that is used for the transmission of Natural Gas and the facilities related to it.

“**Principles for the Regulation of Transmission Network Operation**” in short “**ROA**”, defines the regulations which are published by the Transmission Company (BOTAŞ) in accordance with “Operational Regulations for Natural Gas Market Transmission Network” and the application principles related to the transmission network.

“**Transmission Company (BOTAŞ)**” defines the legal entity that operates the Transmission Network.

“**Related Regulations**” defines Laws, regulations, communiqués, circulars, Board regulations and license or licenses owned by the related legal entity.

“**IMO**” means “International Maritime Organisation”.

“**British Thermal Unit**” or “**Btu**” is an energy unit equal to 252 Calories and 1 million Btu is written as 1MMBtu. One MMBtu is 293.071 Kwh or 0.003412 MMBTU= 1 Kwh.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

“Work Day” is the period of time between 8:00 am and 5:00 pm, from Monday to Friday, except for official holidays.

“Operational Order” defines the order given by EGEGAZ to a Service User in accordance with Article 8.

“Importer Company” defines the legal entity which carries activities of procuring LNG from abroad to perform sale of Natural Gas to wholesale companies, free consumers, exporter companies or direct sale of it to abroad.

“Calorie” defines the amount of energy required to raise the temperature of 1 gram of pure water from 14.5°C to 15.5°C under normal atmospheric pressure (1.01325 Bar).

“Capacity Reservation/Reserved Capacity/Contract Capacity” defines LNG acceptance, storage, gasification, transportation and delivery capacity which forms a part of the Terminal Capacity reserved for a Service User.

“Land Tanker” defines the rubber-wheeled vehicles (trucks) which satisfy the requirements specified in the regulations, are suitable for LNG transportation in all aspects, are under control of the LNG Transmission Licensed Company, who has signed a LNG Transportation Contract with the Service User and who acts on behalf of the Service User, and are used for land transportation of LNG.

“Boil-off Gas” defines the low-pressured gas which transforms from liquid state into gas state during the providing of Standard and Supplementary Services.

“Winter Period” defines the period which starts at 08:00 on 1st of October and ends at 08:00 on 1st of April.

“Available Stock” defines an estimated amount excluding the Terminal Minimum Stock of a Service User, which is registered to its own inventory in the Terminal.

“Board” defines Energy Market Regulatory Board.

“Authority” defines Energy Market Regulatory Authority.

“LNG Quality Specifications” define the LNG quality specifications that specify the properties of LNG in gasified state, which are listed in Article 12, which is to be delivered to EGEGAZ by the Service User in Terminal Acceptance Point.

“LNG Delivery Capacity” defines the capacity related to the delivery to Land Tankers, as specified in Article 5.1-c.

“LNG Year” defines the period which starts at 08:00 on 1st of January and ends at 08:00 on 1st of January of the next year.

“Amount” or **“Amounts”** will be defined as m³ LNG, Nm³, STDm³, MMBTU, KWh, kcal, MJoule, Cm³ (revised according to 9155), kg.

“Force Majeure” defines the meaning specified in Article 17.

“Normal cubic meter” in short, “Nm³” defines the amount of natural gas which occupies a volume of 1 cubic meter under 0°C and 1.01325 bar absolute pressure.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

“Measurement Centre” defines all systems and equipments which are used to determine the Amount and Quality of LNG gasified in Terminal prior to its delivery to BOTAŞ Transmission Network.

“Pilot Station” defines the point specified by ALİAĞA port administration, on which the vessel will wait to berth to the terminal.

“SIGTTO” is the abbreviation for Society of International Gas Tanker and Terminal Operators.

“Liquefied Natural Gas” or “LNG” is the Natural Gas in liquid state, under atmospheric pressure (or a pressure value close to it) and at (or under) boiling point.

“System” defines the facilities and equipment installed to perform production, transmission, storage or distribution of Natural Gas.

“End User” defines real or legal persons who have signed an agreement with the Carrier Supplier in order to purchase and/or use the Natural Gas obtained by a Carrier Supplier from any Extraction Point. .

“Standard Service” The rendering of services as a whole regarding the unloading of LNG vessel, the storage of LNG during the period specified in the basic usage procedures and principles, and delivery thereof to the national transmission network after being gasified within the gasification capacity allocated to it by this context, as specified in Article 6.4.

“Standard cubic meter” in short, **“Sm³”** defines the amount of natural gas, which fills a volume of one (1) cubic meter under fifteen centigrade degree (15 °C) and one comma zero one thousand three hundred and twenty five Bars (1.01325) of absolute pressure, does not include water vapour and has a Gross Calorific Value of 9155 Kcal. 1 Sm³ is 10.64 Kwh.

“Standard Transportation Contract” or in short, **“STC”** defines the transportation contract which is signed by and between the Transmission Company (BOTAŞ), which operates the Transmission Network, and the Service User.

“STD cubic meter” defines the amount of natural gas, which occupies a volume of 1 cubic meter under 15 °C and 1.01325 absolute pressure.

“Demand Notifications” define the notifications for demands of service, which are issued by the Service User to EGEGAZ, as explained in Article 10.

“Tank” defines the LNG Tanks with the capacity specified in Article 5.1.a.

“Carrier” defines an individual person, company or organisation, who/which is the owner or operator of a LNG Vessel, transports Service User’s LNG to the Terminal, transfers Service User’s gasified LNG via transmission network (Transmission Company) or liquefied LNG via Land Tankers and holds the required license and/or certificate.

“Letter of Guarantee” defines the letter of guarantees which shall be issued by Service Users to EGEGAZ, of whose specimens are provided in the Annex.

“Terminal” defines the rights of Ege Gaz Corp. within Aliğa-İzmir Arap Çiftliği, map section Urla K17, B3, 1C, plot number 892, parcel number 2 and the lands and facilities located on the land and sea side thereof, concerning the acceptance and re-gasification of LNG and delivery of LNG and re-gasified LNG.

“Terminal Minimum Operation Stock” (Foot LNG) defines the meaning specified in Article 7.6.3.

“**Terminal Service Contract (TSC)**” defines the agreement related to the providing of Standard and/or Supplementary Services, which is signed by and between EGEGAZ and Service User.

“**Terminal Service**” means Standard and/or Supplementary Services, as applicable.

“**Terminal Operation Gas**” defines the gas used by the Terminal equipment as fuel for standard and supplementary services, gas burned in the flue, gas used for heating, gas required for minimum stock (Foot LNG), gas leaks that may occur in the process installation and gas which cannot be calculated due to a difference in the measurement by reason of the sensitivity limits of measurement equipment in the terminal and the vessel.

“**Terminal Standard Usage Gas**” defines the meaning specified in Article 7.6.4.

“**Terminal Acceptance Point**” or “**Acceptance Point**” defines the flange where the discharge arms on the Terminal jetty are connected to Service User’s Vessel.

“**Terminal Acceptance Programme**” defines the annual, three-month or monthly programmes which show the number, date of arrival and amounts of LNG to be issued by the Service User to the Terminal and which are to be certified with the approval of EGEGAZ.

“**Terminal Capacity**” defines the gasification, transmission and delivery capacity that is specified in Article 5.1.b.

“**Terminal Delivery Programme**” defines the programme which specifies the amount of natural gas, which is to be delivered to the Transmission Network by EGEGAZ or loaded onto the Land Tankers; it is certified with the approval of EGEGAZ.

“**Delivery Point**” defines, for the delivery of Gasified LNG, the flange on the network side of the valve, which is located at the output of Terminal measurement system on which the Terminal is connected to the Transmission Network or, for the LNG delivery, the Land Tanker Weighbridge installed in the Terminal.

“**Third Party**” defines the parties other than the parties of Terminal Service Contract.

“**Gross Calorific Value**” defines the amount of heat which is referred to as in terms of kcal and, when applied for Natural Gas, which is created as one m³ of gas is fully burned under 1,01325 Bars of absolute pressure and 15°C constant temperature, provided that all water created during the burn phase condenses under 15°C.

“**Summer Period**” defines the period which starts at 08:00 on 1st of April and ends at 08:00 on 1st of October.

3.2 Interpretation

Unless otherwise specified, in UPP,

3.2.1. The definition of any acts, statutory decrees, bylaws, regulations, notifications, decision and circulars shall also include the amendments, revisions or additions that may be made in the related regulations and other regulations to be put into effect according to these regulations.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

3.2.2. The definition of any agreements, contracts or documents shall also include the amendments and additions that may be made in the related agreements, contracts or documents.

3.2.3. Sections, articles, paragraphs and subparagraphs specified in UPP are only given for ease of use; they shall not have any effect on the content of the aforementioned sections, articles, paragraphs and subparagraphs.

3.2.4. Unless otherwise specified, the definition of “time” shall be interpreted as the time used in Turkey, any period of time shall be evaluated according to the Gregorian calendar. The definition of “hour” shall be used on a basis of 0-23 hours and the definition of “minute” shall be used on a basis of 0-59 minutes.

3.2.5. Amounts of gas delivered to or obtained from the Terminal shall be process in terms of energy.

3.2.6. The annexes shall be taken into consideration within the scope of this UPP hereby and are the inseparable parts of the same. Reference made to an annex shall also mean a reference made to the UPP. In case where any of the articles in UPP, any of the annexes or any articles therein are terminated or their invalidity is ascertained with a provision, such case shall not affect the validity of UPP or other annexes, or articles other than those who are cancelled or invalid.

3.2.7. Unless the context requires otherwise, singular definitions shall also include the plural and vice versa.

3.2.8. In case of a discrepancy between the provisions of UPP and any other provision of TSC, the provisions of UPP shall prevail.

3.2.9. In places where the expression of “until the date of” is used in UPP; related notification, work or process shall be completed before the end of the working hours of the day before such date. If the day before such date is not a Work Day, related notification, work or process shall be completed before the end of the working hours of the first Work Day after this day.

3.2.10 In this UPP, words whose first letter is written with a capital letter (excluding the proper nouns) are used with the meanings specified in the “Definitions” section.

4. RESPONSIBILITIES

4.1 Responsibilities of Service User

Service User is informed of the Terminal Capacity and the technical specifications specified in Articles 5.1. and 7 and shall bear all responsibilities required by Terminal Service Contract, UPP and related regulations, by taking into consideration Terminal capacity and conditions.

4.1.1. Without prejudice to Emergency Situations, Force Majeure and the situations in which EGEgaz is unable to fulfil its liabilities arising from UPP or Terminal Service Contract, Service User shall deliver the LNG, whose amount is in accordance with the LNG Quality Specifications and Terminal Standard Service Contract Capacity, to the Terminal Acceptance Point according to the Terminal Acceptance Programme that is approved by EGEgaz.

4.1.2. Service User shall ensure that LNG is transported and unloaded to the Terminal by vessels which comply with the conditions specified by EGEgaz and upon which a collective agreement is reached concerning the compatibility with the Terminal jetty.

4.1.3.c. In order to comply with the operational rules, requirements and limitations of Terminal, Service User shall obtain the Gasified LNG and LNG in liquefied state on the Delivery Point and in accordance with the Terminal Delivery programme.

4.1.4. d. Service User shall pay EGEgaz any sums required to be paid according to the related Regulations and TSC.

4.1.5.e. Service User shall arrange monthly, three-month and monthly Terminal Acceptance Programme and Terminal Delivery Programme, to issue these for EGEgaz's approval, make changes in the programmes as proposed by EGEgaz and comply with the programmes approved by EGEgaz.

4.1.6. Service User shall make plans and programmes for the activities, discharge and liquid and gasified LNG deliveries of the Vessel and coordinate these with EGEgaz in accordance with the Terminal Acceptance Programme and Terminal Delivery Programme, which are approved by EGEgaz.

4.1.7. Service User shall ensure that the LNG is transported using Vessels with an officer trained and experienced in the operation of LNG vessels, who is certified in accordance with the standards that are accepted internationally and who may be contacted, in English, in cases of emergency, and that the LNG is delivered to EGEgaz on the Terminal Acceptance Point.

4.1.8. In cases where LNG is to be delivered in liquid state, Service User shall ensure that the Land Tankers comply with the national standards and the related regulations.

4.1.9. Service User shall provide all maritime services and Agency services (guidance, towing, mooring and other services required) related to its Vessels' safe berthing to and leave of Terminal Jetty (or get such services provided).

4.1.10. Service User shall supervise LNG delivery on Terminal Acceptance Point.

4.1.11. Service User shall carry out (or get the services carried out) all customs and Agency processes required for the import of LNG and sale of it in liquid or gasified state, pay the related taxes, duties and fees and issue the required documents to EGEgaz in a manner which will not cause any delays and hinder Terminal operation.

4.1.12. In accordance with UPP and in the direction of Terminal Standard Service Contract Capacity, the Service User shall issue the Demand Notifications, which are related to the

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

delivery of LNG in liquid or gasified state, to EGEGAZ in time and comply with the programme approved by EGEGAZ.

4.1.13. Service User shall conclude the required agreements for the obtaining of gasified LNG with the Transmission Company, in accordance with the provisions of ROA.

4.1.14. Service User shall ensure that any third parties acting on its behalf comply with the provisions of UPP and TSC.

4.1.15. In case where the deliveries of gasified LNG do not comply with the issues stated in Article 7, Service User shall make necessary compensation for the additional Gas Losses using its own inventory.

4.1.16. Service User shall participate in Terminal Standard Usage Gas according to its share.

4.1.17. Service User shall ensure that the Vessels and Land Tankers are properly insured and issue their insurance policies to EGEGAZ before Land Tankers arrive in the Terminal area.

4.1.18. Service User shall ensure that its Vessels, Land Tankers and drivers, which are accepted to the Terminal, comply with the Terminal Operation Procedures and Safety Rules provided by EGEGAZ during the signing of TSC.

4.1.19. Service User shall perform and carry out all required processes, including but not limited to, arrangements, applications, declarations, payments and agreements with other persons or public departments, institutions or organisations, which may be finalised on or prior to the Acceptance Point, on or after the Delivery Points, by taking into consideration that all these comply with the Terminal Capacity and the operational conditions of equipment and in accordance with the provisions of UPP and Terminal Service Contract.

4.1.20. In case where information provided to EGEGAZ changes or is expected to change, Service User shall immediately notify EGEGAZ, in writing, of such changes.

4.1.21. Service User shall provide EGEGAZ the contact information for a person, to whom EGEGAZ can contact to and who can represent the Service User.

4.2. Responsibilities of EGEGAZ

In accordance with the Terminal Service Contract, UPP and the related Regulations, , EGEGAZ shall bear the following responsibilities by taking the Terminal capacity and conditions into consideration:

4.2.1. To make the Contract Capacity specified in the related Terminal Service Contract available for the usage of Service Users.

4.2.2. Without prejudice to Emergency Situations, Force Majeure and the situations in which EGEGAZ is unable fulfil its liabilities arising from UPP or Terminal Service Contract, to take delivery of LNG, which is delivered in accordance with the Terminal Acceptance Programme and LNG Quality Specifications, on the Acceptance Point;

4.2.3. Without any prejudice to the provisions of TSC or UPP, to maintain the LNG, whose delivery is taken on the Terminal Acceptance Point, in the tanks and, by transforming it into gasified LNG state, deliver it to the Transmission Network on the Terminal Delivery Point on behalf of the Service User and/or deliver liquid LNG to the Land Tankers on behalf of the Service User.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

- 4.2.4.** To carry out and provide services related to the operation and maintenance of the Terminal.
- 4.2.5.** To make plans and programmes for and approve the Terminal Acceptance Programme and Terminal Delivery Programmes in coordination with all Service Users.
- 4.2.6.** To provide measurement, calibration, laboratory and engineering services required to calculate and determine the quality and amount of LNG, whose delivery is taken and which is delivered in LNG or gasified LNG state.
- 4.2.7.** To provide the maintenance and repair works, to the extent possible, without causing any limitations or suspension of the Terminal Service.
- 4.2.8.** In case where the maintenance and repair requires a limitation or suspension of the Terminal Service, to reflect such limitation or suspension equally and transparently to all directly affected Service Users.
- 4.2.9.** To provide and keep the insurances of LNG in the Terminal and LNG of its own property against all possible risks.
- 4.2.10.** To provide Service User the contact information for a person, to whom Service User can contact to and who can represent the EGEGAZ.
- 4.2.11.** To provide Service User the required information to make the best arrangement for Terminal Acceptance Programme and Terminal Delivery Programme.
- 4.2.12.** If any of the information provided to Service User changes or is expected to change, to immediately notify the Service User of such changes in writing,
- 4.2.13.** To ensure that any Third Party acting on its behalf complies to the provisions of UPP and TSC.

5. TECHNICAL SPECIFICATIONS OF THE TERMINAL

5.1. EGEGAZ LNG TERMINAL

Capacity of EGEGAZ LNG Terminal

- a – Tank capacity : 2 units with a 140,000 m³ capacity
- b – Terminal Capacity (gasification, transmission and delivery capacity) : 6 Billion Sm³/year
- c – LNG Delivery Capacity to Land Tankers : 50 Land Tankers/day (may change depending on the availability of loading, temperature and the capacity of Land Tankers)
- d – Gasification and transmission capacity : 685,000 Sm³/hour (+/- 5%) (Under standard operating conditions)
- e – Minimum Amount of Gasification : 140,000 Sm³/hour (+/- 5%) (Obligatory transmission and delivery capacity)
- f – Minimum Amount of Gasification for Vessel Unloading : 250,000 Sm³/hour (+/- 15%)
- g- Vessels to arrive in the Terminal shall be within the capacity intervals of min. 60.000 m³ and max. 220.000 m³ and length of 180 meters and 315 meters.

In order to manage the Boil-off Gas, which is created as of the initiation of LNG unloading, throughout the discharge and following the discharge, minimum amount of gasification for vessel unloading is 250,000 Sm³/hour (+/- 15%).

5.2. Terminal Boundaries

The boundaries of terminal are the rights of Ege Gaz Corp. limited to the points between Terminal Acceptance Point and Terminal Deliver Point and within the boundaries of the facility, which is located on the land and sea side on the location of Aliğa-İzmir Arap Çiftliği, map section Urla K17, B3, 1C, plot number 892, parcel number 2. EGEGAZ shall not have any responsibilities prior to the Terminal Acceptance Point and Terminal Delivery Point. EGEGAZ only specifies the Terminal Service within the Terminal boundaries with the provisions of this UPP hereby.

6. APPLICATION CONDITIONS REQUIRED FOR PROCURING SERVICES FROM EGEGAZ LNG TERMINAL

Those who wish to procure services from the Terminal for Terminal Capacity shall fill in the Terminal Standard Service Form provided on the EGEGAZ website (www.egegaz.com.tr) and follow the procedures stated below.

6.1 Information and Documents to be Requested

Persons who wish to procure services from the Terminal shall hold an import/wholesale/export license. In the application, a copy of the activity license and the following information and documents shall be issued to EGEGAZ.

In case of an uncertainty by reason of missing or inadequate explanations within the information issued to EGEGAZ, EGEGAZ may demand additional information and documents to ensure safe and efficient operation of the system. In such cases, the applicant shall be deemed to have its application revoked if it fails to complete the missing information and documents within 5 days without any reasonable justification. If the information and documents requested could not be issued within 5 days due to a reasonable justification, the information and documents shall be issued as soon as possible, along with the justification thereof. Such information and documents requested shall be issued to EGEGAZ without interrupting the reservation schedule.

Information and documents to be included in the application:

1. The period for capacity reservations is max. 1 year, and a bid security for which a specimen is provided on EGEGAZ website, shall be issued
2. Original or notary certified copies of authorisation certificates and circular of signatures for persons who are authorised to represent the legal entity,
3. Declaration from the seller, which includes the following information:
 - i) Start date of import,
 - ii) Contract period or delivery date intervals,
 - iii) Annual amount or annual number ad amount, the distribution of annual amount in 3-month periods and amounts and distribution for the vessel schedule of the first year in 10-day periods,
 - iv) Quality of LNG,
 - v) Gas Form “C” document of the vessels to be used for the transportation concerning international drill
4. Declaration which states the monthly distribution amount and daily and hourly minimum and maximum receiving amounts of the LNG amount, which is to be obtained from the terminal in gasified LNG form, with regard to the year in which the reservation is demanded,
5. If LNG is to be obtained via Land Tankers, along with the LNG to be obtained in Gasified state, proposed annual amount for the LNG to be obtained within each Gas Year, monthly distribution of such amount, daily maximum amount proposed for the reservation year and proposed maximum number of Land Tankers to be used for the delivery of such amount.

6. Enclosed forms concerning the transportation contract with the owner of LNG transmission licence, which state the filled daily, monthly and annual amounts and the number of Land Tankers to be used to obtain such amounts etc.

7. Approvals and documents required by the regulations concerning the construction and operation of Land Tankers, which are to be used for the transportation of LNG.

6.2 Application Schedule and Evaluation

6.2.1. Applications

EGEGAZ continuously announces, via its Website, all capacities which are to be allocated for the related Gas Year prior to each Gas Year until 15th of July. In this aspect, capacity reservations of TSC's shall be performed over the total service to be demanded prior each Gas Year and are announced as of 15th of July prior to each Gas Year, with respect to the annual service capacities that can be provided by EGEGAZ with the principle of uninterrupted service and in a safe fashion, gasification capacity that can be provided as daily maximum and the capacity to perform loading on Land Tankers in LNG form.

EGEGAZ performs the capacity reservations related to the Terminal service, with the principles that storage capacity of LNG Terminal will be used for storage purposes for a limited period, LNG unloaded in the storage will be gasified after a limited period of time and sent to Natural Gas Main Transmission Network, as the main function of Terminal and be loaded on Land Tankers in LNG state.

Applicants who wish to procure services from the Terminal shall make an application until 1st of August, along with the information and documents specified in Article 6.1

During the evaluation of applications, the principles of uninterrupted, economic, efficient, stable and safe operation shall be taken into consideration. Demands from all Applicants are evaluated collectively by EGEGAZ. If the total of maximum storage capacities demanded is lower than the total capacity announced by EGEGAZ, the capacity demanded is allocated to each Applicant.

If the total of maximum storage capacities demanded is higher than the total capacity announced by EGEGAZ; demanded capacities are allocated to the Applicants according to the rate of demanded capacities over total capacity (prorate allocation). Daily maximum and minimum send-out capacities of Applicants are lowered in the same rate, depending on the decrease in the maximum storage capacity demanded by the Applicants.

If there is a conflict between the vessel arrival dates or if it is not possible to unload the vessel with the delivery programmes given for the dates of arrival of Applicants' LNG vessels, vessel arrival dates and/or the amount of daily LNG to be unloaded are/is changed by EGEGAZ.

While making these changes, written and/or oral opinions of Applicants which cause a conflict are evaluated. In case of taking an oral opinion, the changes are recorded by drawing up a minute. If the problem of conflict is not solved by changing vessel arrival dates, amount delivered or the unloading programme, EGEGAZ arranges a programme which will propose a capacity and/or inventory transfer, notifies the parties of such programme and such programme shall be binding on all parties. Service Users' failure to comply with such programmes that propose a capacity transfer and/or inventory transfer shall constitute violation of UPP provisions.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

EGEGAZ finalises its capacity reservations as of 15th of August and specifies maximum service details to be provided to each Applicant on daily basis, extending to years.

Applicants whose applications are accepted by EGEGAZ shall, within 7 work days, issue a performance security and sign TSC. Following the acceptance of applications; if the Applicant fails to provide a performance letter or does not sign TSC, EGEGAZ shall be entitled to encash the bid security. Bid securities will be returned to the Applicants, which issue a performance security and sign TSC within 7 (seven) work days, within 5 days as of the date of signing TSC.

TSC's shall be signed until 1st of September and go into effect at the start of the following Gas Year. After the capacity allocations are finalized by EGEGAZ, EGEGAZ announces the reserved capacity and the Idle Capacity extending to months on 1st of September.

In addition to the Letter of Performance Security specified in this Section hereby, the Applicants shall, in the phase of signing TSC, (according to the related Inventory Transfer provisions) issue a second letter of performance security to EGEGAZ.

According to the provisions of Inventory Transfer stated in this UPP hereby, if Transferee Service User fails to return the LNG obtained to the Transferor Service User in kind, in time and in the amount obtained for reasons other than force majeure, EGEGAZ shall be entitled the right to and be liable to encash the performance security for the inventory transfer and pay it to the Transferor Service User. If the performance security for the inventory transfer is not sufficient to compensate for the claims by the Transferor Service User, the performance security for the capacity reservation shall also be encashed and the losses incurred on the Transferor Service User shall be compensated using such security.

In addition, if the information issued by the applicant does not reflect the truth, EGEGAZ shall be entitled the right to encash the bid security or, if the bid security is returned and a performance security is obtained, EGEGAZ shall be entitled to encash the performance security.

If the Service User performs a unilateral termination before the expiration date of TSC, performance security shall be encashed and registered as revenue by EGEGAZ.

6.3 Standard Terminal Service

General operation conditions of the Terminal shall be in accordance with the Terminal Service Contract and each Terminal Service Contract includes the following, depending on the demanded (reserved) annual service amounts. Such contents shall be indivisible and forms an entirety.

6.3.1. Discharge (Standard Discharge)

Discharge service is a two-phased process which starts as the Service User's Vessel issues "Notification of Readiness" notification and ends as the Vessel leaves the jetty.

The period of Standard Discharge service is 30 hours total.

The period of the first phase is 6 hours, regardless of the vessel size. After the Service User's Vessel issues "Notification of Readiness", the 6-hour period is used for berthing, official processes such as health, police, customs control, Terminal Vessel discharge meeting and the evaluation of control list (Pilotage, towing and mooring services are provided by the 3. Party legal entity commissioned by T.R. Undersecretariat of Maritime Affairs).

The period of the second phase is 24 hours and is used for the unloading of cargo up to 135,000 m³, following the “Ready to Discharge” notification.

Providing such services included in the first phase of the discharge is at the sole responsibility of the Service Users.

6.3.2. STORAGE

Reserved tank capacity: (RESERVED TANK CAPACITY STANDARD SERVICE – RTCSS)

$$\frac{\text{Demanded (Reserved) Annual Gasification Amount}}{\text{Maximum Annual Gasification Amount}} = \frac{\text{Reserved Tank Capacity}}{\text{Maximum Tank Capacity}} = x$$

Maximum Tank Capacity is calculated by subtracting the volume required for Terminal Minimum Operation Stock from the physical capacity of tank.

Standard Service -Tank Storage Period (St. Serv. TSP) = The maximum period for storing LNG in the tanks, until it is delivered on Terminal Delivery Point, is 10 days according to the Standard service.

Such period for the whole amount to be discharged starts as the delivery of the LNG is taken on Terminal Storage Point (time of start is recorded with signatures) and ends on the same time of the 10th Day as of such start date. The principle of “first-in first-out” is taken into consideration for the calculation of periods.

6.3.3. Gasification and Transmission

Minimum Gasification Amount = 140,000 Sm³/hour (calculated in accordance with Article 7/6-(b), provided that participation of other Terminal Service Users is acquired according to their shares of capacity reservation).

Reserved Maximum Gasification Amount = x/y* (Capacity announced as Sm³/hour by the Transmission Company at the Transmission Network delivery point)

Service Users shall not demand gasification in an amount lower than their share in the Minimum Gasification Amount and higher than the Reserved Maximum Gasification Capacity within the scope of Terminal Standard Service.

6.4. Terminal Supplementary Services

6.4.1.The provisions of Terminal Supplementary Services are included in the Terminal Service Contract. Supplementary Services are provided in a manner which will not hinder the Standards Service or limit efficient use of Terminal.

6.4.2. Loading on Land Tankers

Operation principles for loading on Land Tankers are divided into the following three categories:

a – 7 days / 24 hours, within a week

b – 7 days / daytime, within a week

c – Weekdays / work hours

The period of reservation and the operation principle to be used is determined by EGEGAZ according to the technical and safety requirements of the operation, economy and daily conditions.

The rules for the delivery of LNG via Land Tankers and the period of LNG Delivery Capacity Reservation are specified in Service User's contract.

Delivery of LNG via Land Tankers depends on the conclusion of a Terminal Service Contract. Following the conclusion of TSC's, EGEGAZ will announce LNG Delivery Capacity to Land Tankers and the operational conditions on which providing such capacity depends on its Website.

6.5. Termination of Contract by EGEGAZ or Service User

As of the date of termination; if the Service User whose TSC is terminated has an existing inventory and Foot LNG in the EGEGAZ tanks and an inventory to be transferred by reason of inventory transfer proposed by EGEGAZ, EGEGAZ and Service User whose TSC is terminated shall arrange a withdraw programme to perform withdrawal from the Terminal within 15 days, including the amount which is to be transferred within 15 days as of the date of termination.

Within such programme, EGEGAZ delivers the remaining inventory to the Service User whose TSC is terminated in Gasified LNG and/or LNG state, as proposed by such programme. If the EGEGAZ and the Service User whose TSC is terminated fail to reach an agreement on the programme to withdraw the remaining inventory, EGEGAZ shall arrange a programme to deliver the remaining inventory to the Service User whose TSC is terminated within 15 days as of the date of termination, in Gasified LNG and/or LNG state.

If the Service User whose TSC is terminated fails to act in accordance with the withdrawal programme arranged by EGEGAZ and to withdraw the remaining inventory in time, EGEGAZ shall execute the provision of 7.6.6.3. for the remaining inventory. The sum acquired after the expenses are deducted shall be paid to the Service User whose TSC is terminated. At the end of 15-day period, the letter of guarantee, which accounts for the value of 3.200.000 MMBTU LNG and which is issued by the Service User, shall be returned to the Service User.

If the Service User whose TSC is terminated has an inventory to receive transfer of, by reason of inventory transfer proposed by EGEGAZ after a date following the 15-day period as of termination date, proprietary rights for the inventory of Service User shall be transferred to EGEGAZ as of the date of return for inventory and EGEGAZ shall execute the provision of Article 7.6.6.3. for such inventory. The sum acquired after the expenses are deducted shall be paid to the Service User whose TSC is terminated.

If the Service User whose TSC is terminated has an inventory to transfer, by reason of inventory transfer proposed by EGEGAZ, the inventory and Foot LNG which exist in the EGEGAZ tanks as of termination date shall be used to compensate the inventory to be transferred in kind. If the Foot LNG and inventory amounts, which exist in the tanks as of the date of termination, of Service User whose TSC is terminated are higher than the amount of LNG to be transferred, EGEGAZ and Service User shall arrange a programme to withdraw such remaining inventory within 15 days as of the date of termination. If EGEGAZ and Service User fail to reach an agreement on a withdrawal programme, EGEGAZ shall arrange a programme to deliver the inventory, which remains as of the date of termination, to the Service User whose TSC is terminated, within 15 days and in Gasified LNG and/or LNG state.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

If the Service User whose TSC is terminated fails to act in accordance with the withdrawal programme arranged by EGEGAZ and to withdraw the remaining inventory in time, EGEGAZ shall execute the provision of 7.6.6.3. for the remaining inventory. The sum acquired after the expenses are deducted shall be paid to the Service User whose TSC is terminated.

If the inventory and Foot LNG of Service User (whose TSC is terminated), which remain in the tanks as of the date of termination, fails to compensate the inventory transfer to be performed in kind, the sum of the uncompensated LNG shall be paid to the Service User, to whom the LNG is to be transferred by EGEGAZ, by encashing the letter of guarantee which is obtained from the Service User whose TSC is terminated and which has a value accounting for the value of 3.200.000 MMBTU LNG. The remaining sum shall be returned to the Service User whose TSC is terminated.

The 15-day withdrawal period as of the date of termination shall be extended for one day per each day of the period during which the Service User whose TSC is terminated fails to withdraw its remaining LNG inventory and Foot LNG by reason of Terminal operational conditions and force majeure.

If there is a difference between the tank inventory kept by the Service User whose TSC is terminated and the inventory kept by the EGEGAZ, EGEGAZ's records shall be taken as the basis and the following procedures shall be carried out within the frame of these records. The Parties shall go to reconciliation within 15 days as of the date of TSC termination; if the parties fail to reach an agreement within such period, provisions of Article 22 shall be executed.

If EGEGAZ does not have any rights or claims according to the provisions of this UPP hereby, TSC and the regulations; letter of guarantee issued by Service User whose TSC is terminated shall be returned to such Service User.

6.6. Inventory Transfer between the Service Users

Service User may, in the following situations, transfer a part or all of the Stored Volume to another Service User which benefits from Terminal Service within the scope of TSC, via sale or by another means, with the approval of EGEGAZ:

(a) Parties issue a written confirmation to EGEGAZ, specifying that Stored Volume is transferred.

(b) If the transfer causes the Stored Volume to be higher than the Transferee Service User's Terminal Capacity stated in TSC, a Supplementary Policy shall be added to TSC. The Transfer shall not release Transferor Service User of its payment obligations within the scope of Article 19.

(c) After the approval required within the scope of Article 6.6.(a) is taken, EGEGAZ shall accept the transfer, within one Work Day, to make calculations for the current Stored Volume with respect to future.

(d) If required, capacity transfer is also taken into consideration in inventory transfers.

6.7. Inventory Transfer proposed by EGEGAZ

EGEGAZ Terminal has a limited LNG storage and delivery capacity; in order to ensure that more users are able to benefit from the possibilities of the Terminal simultaneously, EGEGAZ will make inventory transfers between the Service Users at the start of Gas Year, when the

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

capacity allocations are performed, and during the times within the year, when considered necessary by EGEGAZ. These transfers are made in accordance with the following rules.

a) Transferred LNG amount shall be specified in MMBTU unit. For the conversion of MMBTU-Sm³, conversion factors specified in Article 3 shall be used. With respect to the provision of 6.6., same method shall be used for the transfer by both Service Users.

b) Transfer shall also include the condition concerning the return of transferred LNG at the same amount in terms of energy, with a tolerance of ± 2 days as of the date specified for the return, by taking into consideration the uninterrupted performance of proposed programmes.

c) If the LNG transferee returns the transferred LNG to the transferor, within time and in the same amount, transferee shall not make any payments

d) EGEGAZ shall not make any demands for transfer which may interrupt the LNG loading programme throughout the transfer period of the Transferor Service User.

e) As of the time in which Transferee Service User's Vessel starts to unload LNG to EGEGAZ Terminal, if the Service User has an expired transfer return and the amount of LNG unloaded from the Vessel reaches the amount of LNG to be transferred, transfer conditions required for the transfer return shall be deemed to arise.

f) In addition to the performance security specified in Article 6.2.1., a performance security specified in Article 1.5.3ç shall be obtained from the Service User (who wishes to procure services from EGEGAZ Terminal) at the start of Gas Year, on the phase of signing TSC.

This security shall be an irrevocable, unconditional and full security, which is payable upon first demand and within limits, and shall be encashed by EGEGAZ and paid to the Transferor Service User if the Transferee Service User fails to return the LNG to Transferor Service User, in time and in the amount transferred, except force majeure. If such bid security specified in Article 6.2.1. is not sufficient to compensate for the claims by the Transferor Service User with regard to the transferred inventory, performance security specified in Article 6.2.1. shall also be encashed and the losses incurred on the Transferor Service User shall be compensated using such security

g) While performing capacity reservations between the Service Users, transfer for max. 3.200.000 MMBTU shall be made to a Transferee Service User. Programmes concerning vessel arrival dates, LNG amount to be delivered by each Vessel and amounts of delivery in gas or liquid state shall be determined in accordance with this.

h) If the Transferee Service User fails to transfer the LNG transferred to it, partially or wholly (except for force majeure), within the transfer date (with a tolerance of ± 2 days) and by taking into consideration the uninterrupted performance of proposed programmes and if Transferee Service User has an inventory for the storage tanks, these inventories shall be transferred to Transferor Service User by EGEGAZ. Transferee Service User, whose inventory is transferred by reason of such obligatory transfer, shall not be entitled to make any claims against EGEGAZ.

If the Transferee Service User fails to pay Transferor Service User the sum of non-transferred LNG, performance security issued by the Transferee Service User for the Inventory Transfer shall be encashed by EGEGAZ and paid to the Transferor Service User.

In addition, TSC of the Transferee Service User, which fails to return the transferred LNG on the due transfer date in kind, shall be unilaterally terminated by EGEGAZ.

7. TERMINAL OPERATIONAL CONDITIONS

Main function of the Terminal is the delivery of LNG to transmission network after being gasified. In order to perform gasification of LNG, the Terminal stores the LNG in its tanks, compulsorily and for a limited period of time.

7.1 Conditions for Acceptance of LNG to the Terminal

7.1.1. At the Terminal Acceptance Point; where any of the Conditions hereby is not complied with ,where EGEGAZ considers that there is a possibility which may have negative financial effects on the operation of Terminal or considers that the provisions of UPP are unable to be executed, EGEGAZ shall be entitled the right to reject the LNG Delivery until such conditions disappear, even if the Service User's Vessel is berthed to the jetty on the Terminal Acceptance Point, by informing the Service User concerning such rejection and related details.

7.1.2. Service User shall ensure that the LNG to be delivered to the terminal is delivered and discharged using Vessels, which possess the properties and conditions compatible with the Terminal.

7.1.3. After LNG Vessels arrive in the Pilot Station and are ready, Captain of LNG Vessel shall issue a Notification of Readiness.

7.1.4. Processes related to the Vessel, which are carried out for berthing of Vessel and discharge of LNG, and other processes including health, security and customs processes shall be carried out in accordance with the regulations.

7.1.5. Where Service User's Vessel fails to arrive in the Terminal as programmed, EGEGAZ shall perform the discharge of Service User's vessel within the earliest period of time which enables such performance without causing any losses related to other Services. However, Service User shall not make any claims whatsoever, by reason of keeping the Vessel (which has failed to arrive in Terminal within its Programme) waiting.

7.2 Notifications for Estimated Time of Arrival in the Terminal

7.2.1. As soon as the Service User's vessel leaves the loading port, Service User or captain acting on behalf of Service User shall notify EGEGAZ of the date and time of leaving the loading port and estimated date and time of arrival in the Terminal, along with the following information:

1. Amount of LNG cargo in terms of volume, mass and energy,
2. Source of LNG,
3. Chemical composition of the loaded LNG,
4. Estimated pressure and temperature of LNG as it arrives in the Terminal.

7.2.2. As the vessel is en route, Service User shall issue the following information within the intervals specified:

7.2.2.1. Information concerning the estimated pressure and temperature of LNG cargo, which is issued at 12:00 on each day, starting from 96 hours prior to the estimated time of arrival in the Terminal according to Turkey time and, estimated date and time of arrival in the Terminal,

7.2.2.2. Information concerning the estimated pressure and temperature of LNG cargo and estimated date and time of arrival in the Terminal, 48 hours prior to time of arrival in the Terminal,

7.2.2.3. Information concerning the estimated pressure and temperature of LNG cargo and estimated date and time of arrival in the Terminal, 24 hours prior to time of arrival in the Terminal,

7.2.2.4. Information concerning the estimated pressure and temperature of LNG cargo and estimated date and time of arrival in the Terminal, 12 hours prior to time of arrival in Pilot Station,

7.2.2.5. Information concerning the estimated pressure and temperature of LNG cargo and estimated date and time of arrival in the Terminal, 6 hours prior to time of arrival in Pilot Station,

7.2.2.6. Information concerning the estimated pressure and temperature of LNG cargo and estimated date and time of arrival in the Terminal, 1 hours prior to time of arrival in Pilot Station.

c. In case of a 6-hour deviation in the Articles 7.2.2.1. and 7.2.2.2. above and a 2-hour deviation in 7.2.2.3. and 7.2.2.4. the notifications shall be reissued immediately. Along with these notifications, Service User is obliged to issue other information which may be requested by the Terminal.

7.3 Notice of Readiness

7.3.1. Following the arrival of Service User's Vessel in the Pilot Station, completion of required security and port processes and after the Vessel is ready to berth to LNG Terminal, Vessel Captain issues a Notice of Readiness, stating that the Vessel is ready for berthing in all terms.

7.3.2. Notice of Readiness is issued to the authorised EGEGAZ personnel in writing and shows the issuance date and time.

7.3.3. Order of Vessels Following the Issuance of Notice of Readiness: The Vessel which issues a notice of readiness 6 hours prior to the start of discharge period and within 6 hours as of the start of discharge period reserved for it is deemed to have arrived in the Terminal in time.

7.3.3.1. Vessel which arrives in the Terminal in time is prioritised in terms of Vessel discharge.

7.3.3.2. The discharge of ship which fails to arrive in the Terminal in time may be performed after the discharge of vessels specified in Article 1 above. A discharge prior to such period depends on an agreement with the other related Service Users and meeting of demurrage and other additional expenses.

7.3.3.3. In case where two vessels which fail to arrive in the Terminal issues a Notice of Readiness at the same time, the vessel which has priority in the Vessel discharge programme is prioritised in terms of discharge.

7.4 Ready to Discharge Notification – Discharge of LNG

7.4.1. After Service User's Vessel berths to the jetty and completes all processes required for safe unloading of LNG cargo, Service User shall issue a Ready to Discharge notification.

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

However, the vessel shall not start unloading until a discharge instruction is given by the Terminal. With the discharge instruction given by the Terminal, Service User's vessel shall immediately start and complete discharge process by complying with the safety criteria, after pre-discharge measurements are performed.

7.4.2. If a ready to discharge notification is issued prior to the time reserved for the vessel, Terminal may, by reason of operational issues, keep the vessel waiting until the time reserved for it.

7.4.3. For the coordination of unloading of cargo, EGEgaz shall be entitled the right to make available one or more representatives on the vessel (Discharge Manager). Representatives shall comply with all safety procedures of the LNG vessel.

7.5 LNG Discharge Period

7.5.1. LNG Discharge Period is 24 hours up to 135,000 m³.

7.5.2. If Service User's Vessel has unloaded its LNG cargo within the time reserved for it and the required measurements and controls are performed, it shall leave the jetty upon demand by EGEgaz, even if the period of time reserved for it has not expired.

7.6 Conditions for Storing LNG

7.6.1 General

7.6.1.1. With regard to the location where LNG is to be delivered to EGEgaz and where EGEgaz delivers LNG or LNG in Natural Gas State, all required regulations, arrangements and agreements by and between EGEgaz – Service Users and Third Parties shall be carried out and concluded within their periods of time and such arrangements shall be in accordance with the Terminal works.

7.6.1.2. Within the scope of Terminal Acceptance Programme, Amount of LNG which is calculated in terms of KWh and Sm³ and whose delivery is taken on the Acceptance Point at the Terminal Jetty is taken into the Terminal tanks to be recorded on the related Service User's inventory.

7.6.1.3. EGEgaz shall be entitled the right to mix the LNG obtained from the Service User on the Delivery Point with other LNG which is available in the Terminal tanks and equipment and which is delivered from other sources, freely and unconditionally. Service User knows and accepts that Gasified LNG, which is to be obtained after the gasification process, and the LNG, which is to be obtained in liquid state, may not be of the same composition as the LNG delivered to the Terminal.

7.6.1.4. The amount of LNG to be delivered by Service User to EGEgaz on the Acceptance point shall be calculated in terms of energy of 1 Sm³=10.64 kWh (by taking the gross calorific value of 9,155 kcal/ Sm³ as the basis), in the direction of principles specified in Article 13.

In case where Service User fails to deliver LNG within the period of time in which the Service User is required to perform such delivery, EGEgaz shall be entitled the right to reject the delivery and transportation of LNG or gasified LNG.

7.6.1.5. Terminal Operation Gas consists of Terminal Minimum Operation Stock and Terminal Standard Usage Gas.

7.6.2. Boil-off Gas Management – Gas Losses

7.6.2.1. Boil-off Gas Management

The Boil-off Gas, which is created by the constant vaporisation in the tanks by reason of physical conditions under which LNG is stored and heat losses, is approximately 6,000 Sm³/hour.

In order to manage such Boil-off Gas, which is created under normal operation conditions of the Terminal, an amount of LNG equivalent to a minimum of 140,000 Sm³ (+/-5%) (Minimum Gasification Amount) must be gasified hourly and delivered to the transmission network.

The amount of Boil-off Gas increases during the discharge of LNG by Service User Vessels. In order to manage the Boil-off Gas created under such condition (prior to the start of such condition and until it disappears), an amount of LNG equivalent to a minimum of 250,000 Sm³ (+/-15%) (Vessel Discharge Minimum Gasification Amount) must be gasified hourly.

7.6.2.2. Gas Losses

In case where, under normal operational conditions and/or during vessel discharge, gasification is not performed or gasification and delivery capacity, or the Terminal Usage is not adequate to make use of Boil-off Gas by any reason, Boil-off Gas created is removed from the system, using a discharge heater unit supported by a certain amount of Boil-off Gas, in accordance with the conditions of NFPA 59-A (National Fire Protection Association).

Boil-off Gas, which is removed from the Terminal via such method, is deducted from the inventories of related Service Users causing such state, provided that EGEGAZ do not have any related faults.

Service Users know and accept that, under normal operational conditions, a gasification of LNG of 140,000 Sm³/hour is compulsory and such amount shall be proportioned according to their shares in the stock. In case where, during the discharge of a Service User Vessel, gasification amount demanded by the Terminal is lower than the required Discharge Minimum Gasification Amount, related difference shall be compensated by Service User.

In cases which may affect the safety and security of Terminal, such as the ambient environmental conditions, temperature, density and pressure of the LNG in stock or determination of an equipment malfunction or leakage the Terminal, EGEGAZ shall be entitled the right to gasify the required minimum amount of LNG and deliver it to Transmission Company or to lower the rate of LNG discharge from the vessel or to completely suspend it. EGEGAZ shall calculate the amount of gas removed from the system and notify all related Service Users of their shares thereof.

In the TSC's to be concluded with the Terminal Company, Service Users shall take into consideration normal operational conditions or the minimum gasification amount required during the discharge of LNG from the vessels.

7.6.3. Terminal Minimum Operation Stock

Terminal Minimum Operation Stock includes the minimum amount of LNG that is required to fill the Terminal Tanks and for efficient operation of tank pumps, which cannot be used or does not circulate. According to the operational conditions, safe minimum operation level of

the tanks is approximately 2 m and a total of 20,000 m³ LNG is stored in the tanks, each tank storing 10,000 m³. Service Users participate in this amount according to their shares in the total Reserved Capacity. Such amount is not added to the Available Stock amount.

Such shares of Service Users will be returned by taking the expiration dates of TSC into consideration. Where the delivery for such amount is not taken, it may be gasified and sent to the System, delivered in LNG form or be removed from the system via discharge heater unit, depending on the conditions of the period.

In case where, by any reason, a problem occurs in the Terminal operation or Minimum Stock Amount is required to be removed from the system, Minimum Stock Amount of the Service Users may be, to the extent possible, delivered to the System, be delivered in LNG state or the amount that cannot be delivered may be removed from the system via discharge heater unit.

7.6.4. Terminal Standard Usage Gas

Terminal Standard Usage Gas: Gas used by the Terminal equipments in order to provide a standard, sustainable and stable service, gas used for heating, leaks on the process installation and the gas that cannot be calculated by reason of differences of measurement, which is caused by the sensitivity limitations of measuring equipments in the Terminal and on the ship, shall be provided by the Service Users.

Participation in the Terminal Standard Usage Gas shall be according to Service Users' shares in the total reserved capacity.

7.6.5. Available Stocks of Service Users

Available Stock is calculated in terms of energy. The LNG delivered on the Terminal Acceptance Point at the end of each Gas Day is added to the Stocks of Service Users in the Terminal. Such stock is lowered according to the amount of gas delivered to Transmission Network, LNG delivered to Land Tankers in liquid state, the share in the Gas Losses (if any), which is removed from the system according to Article 7.6.2., and the share in Terminal Standard Usage Gas.

Service Users are notified of their Available Stocks at the end of each Gas Day. Service Users issue Demand Notifications according to their Available Stocks.

7.6.6. Period for Storing LNG in the Terminal

7.6.6.1. Each Service User has the right to store their LNG within the Standard Service in the Tanks, for a period of 10 days. Such period starts as the delivery of LNG is taken on Terminal Acceptance Point.

7.6.6.2. EGEgaz records the periods related to the gasification and/or obtaining of LNG stored in the Tanks by each Service User at the end of each Gas Day and informs them of such record.

7.6.6.3. Unless otherwise agreed by EGEgaz; in case where the Service User fails to take delivery of LNG from the Terminal within the period specified in Article 7.6.6.1.above, EGEgaz shall be entitled to make a decision for the delivery of such LNG to the transmission network, on behalf of the Service User, in coordination with the Transmission Company to protect other Service Users and to ensure efficient, stable, economic and sustainable operation of the Terminal. If this is not possible, EGEgaz sells such LNG within the frame of methods and principles announced on the website or removes it from the system via other means. If the sale method is preferred, financial liabilities incurring by reason of failure to withheld such

LNG within the period shall be collected from the sale sum. Where the sale sum cannot compensate the financial liabilities arising thereof, such uncompensated amount is collected by encashing the Letter of Performance Security issued by the Service User during the signing of TSC. The sum remaining after such deductions are made from the sale sum, if any, shall be returned to Service User.

7.6.6.4. Subject to the provisions of UPP; where EGEGAZ, despite making all necessary efforts, is not able to take delivery of LNG which is provided by the Service Users for delivery, partly or wholly and within time, by reason of an insufficient capacity arising in relation to an Emergency Situation, Faulty Equipment, Maintenance, Force Majeure or Service Users' failure to take delivery of the stored stock in time, EGEGAZ shall be exempted from its obligations concerning taking the delivery of LNG on Acceptance Point.

7.6.6.5. Where EGEGAZ considers that the provisions of UPP are not able to be executed by reason of the fact that a failure to comply with any one of the LNG Delivery Conditions on Acceptance Point will financially and negatively affect the Terminal operation, EGEGAZ shall be entitled the right to reject the LNG acceptance on the related Acceptance Point, until such situation disappears. However, before exercising such right, EGEGAZ shall inform the affected Service User of such rejection and related details.

7.7 Conditions for Delivery of LNG

7.7.1. Gasified LNG Delivery Conditions

7.7.1.1. Gasified LNG is delivered to the Transmission Network in accordance with the provisions of Connected System Delivery Contract.

7.7.1.2. The amount of LNG to be delivered by EGEGAZ to Service User on the Acceptance point shall be calculated in terms of energy of 1 Sm³=10.64 kWh (by taking the gross calorific value of 9,155 kcal/ Sm³ as the basis), in the direction of principles specified in Article 13.

7.7.1.3. Gasification and delivery of Gasified LNG is performed in accordance with the maximum – minimum amounts specified in TSC, provided that the Service Users' available stocks in the Terminal allows for it and the Demand Notifications are issued on D-1.

7.7.1.4. Service Users are liable for providing the gasification and delivery of the compulsory minimum amount of LNG for the management of Boil-off Gas, as specified above.

7.7.1.5. In case where EGEGAZ determines conditions which may hinder efficient, stable, economic and sustainable operation of the Terminal by reason of a delay of a Service User's vessel and/or amount of Service User's inventory in the tanks or the amount of gasification demanded, EGEGAZ shall be entitled the right to take necessary precautions and/or limit/restrict/suspend the demanded Gasification Capacity.

7.7.1.6. In case where EGEGAZ is unable to provide the maximum gasification capacity by reason of a malfunction in Terminal or re-gasification system or Maintenance, EGEGAZ shall be entitled the right to take the necessary precautions and/or lower the Gasification Capacity demanded.

7.7.1.7. In case of an increase or decrease in the amount of gasification; if the amounts related to the demands of Service Users exceed the current capacity, EGEGAZ may perform such increase or decrease by proportioning according to the Contract Capacities.

7.7.1.8. In case where EGEGAZ is unable to provide the gasification amount demanded by the Service Users by reason of Emergency Situation, Faulty Equipment, Maintenance and Force

Majeure or by reason of an absence of Available Stocks of Service Users in the LNG Tanks, EGEGAZ shall be exempted from its obligations concerning the delivery of Gasified LNG in the Delivery Point.

7.7.1.9. Service Users shall ensure that third parties commissioned on their behalf also act in accordance with the requirements proposed in this UPP hereby.

7.7.1.10. Quality of LNG delivered by EGEGAZ to the Service User shall comply with the quality conditions specified in Article 12 below. The amount of LNG delivered by EGEGAZ to the Service User is determined as explained in Article 13 and deducted from Service User's stock in Terminal.

7.7.2. Delivery of LNG by Loading on Land Tankers

7.7.2.1. Capacity Reservations for LNG Delivery

LNG loading onto Land Tankers, which is a service provided by EGEGAZ, is a Supplementary Service and demands related to this service shall be finalized within the frame of procedures stated in Article 6.2. Following such procedures; if an Idle Capacity is present for LNG loading onto Land Tankers, a capacity allocation may be carried out according to the order of application by Service Users. Daily, monthly and annual amount of LNG to be loaded, the number of Land Tankers carrying such amount and the information specified in the form on EGEGAZ website and the Letter of Guarantee in the sufficient sum shall be issued.

7.7.2.2. Programming

1. Processes of daily LNG Land Tanker loading are performed by EGEGAZ according to Land Tanker's order of arrival.

2. Service User shall issue a written notification (or get a written notification issued), which states the plate number of Land Tanker, driver's name and Land Tanker's date and hour of arrival into the Terminal, twenty (24) hours prior to Land Tankers' estimated time of arrival in the Terminal.

3. Service User shall make available the Land Tankers, which are certified to transport LNG according to the principles of operation and service, ready to load at the Terminal gate.

4. Land Tankers which arrive unscheduled are loaded after the all the Land Tankers of Service Users in the queue, which have arrived in accordance with the Terminal LNG loading programme specified by EGEGAZ, obtain their LNG.

5. Land Tankers shall arrive in the Terminal in a cooled state. Land Tankers which are not in a cooled state knows and accepts that they may be kept waiting or provided a delayed service, even if they have arrived within their programmes or prior to it.

6. If there are more than one Service User who wish to unscheduled services, the demand of the Service User which has arrived earlier is prioritised, provided that the Land Tanker has arrived in a cooled state.

7. If demanded, a cooling service may be provided to the Land Tankers separately from the Supplementary Service of Loading LNG on Land Tankers.

7.7.2.3. Acceptance of Land Tankers in the Terminal

Each LNG Land Tanker shall issue the necessary information and documents to the Terminal prior to the acceptance in the Terminal. With relation to the Land Tanker, which transports the LNG, its tower and Land Tanker's driver, this information includes;

- Physical and technical compatibility with Terminal,
- Professional qualifications and certifications of Land Tanker's driver
- Compliance to technical safety and Security Standards,
- Documents which are required by the administration.

EGEGAZ shall not accept the Land Tankers to the Terminal for which the documents specified above are not issued.

8. OPERATIONAL INSTRUCTIONS

8.1 In cases where the conditions which threaten the integrity, safety or the service of Terminal are required to be relieved or in order to provide compliance to the provisions stated in this UPP hereby; EGEGAZ shall be entitled the right to reject the Vessel of any Service User, deport the Vessel, make arrangement for Service Users concerning delivery of LNG on Terminal Acceptance Point or arrangements for Gasified LNG or LNG deliveries on Terminal Acceptance Point (arrangements for Operational Instructions for increase, decrease or suspension).

8.2. EGEGAZ, within the shortest period of time possible, issues the Operational Instruction to the Service User by hand, via fax or e-mail. Operational Instruction specifies the time and date on which such instruction will be valid, the period through which the Operational Instruction is expected to be in force, process to be carried out by the Service User, reason for arrangement of such Operational Instruction, operational variables which act as a justification for the arrangement of the instruction and all other information required. These instructions and related notifications are recorded and kept by related parties.

8.3. Operational Instruction will be issued to Service User's commissioned representative.

8.4 Situations which may require an arrangement of Operational Instruction are, including but not limited to, the following:

- Service User's Vessel's or Land Tanker's failure to arrive in the Terminal in the planned date,
- Decrease in the amount of Available Stock to an extent which may interrupt the provision of programmed services,
- Service Users' failure to provide the obligatory Minimum Gasification Amount, which is required for the management of Boil-off Gas,
- Exceeding of Period of LNG Storage in the Tanks, which is determined according to the Standard Service,
- Service Users' breaching of their responsibilities, by failing to take delivery of Gasified LNG or LNG in liquid state and causing hindrance in the effective delivery programme, and such situation's effecting EGEGAZ's ability to provide the programmed services,
- Unscheduled Terminal or Transmission Network Repairs and maintenance, which are not caused by negligence or fault of EGEGAZ but affect the Terminal Capacity,
- Force Majeure or Emergency Situation.

8.5. In case where the Service User fails to carry out the arrangements as instructed, EGEGAZ shall be entitled the right to carry out the processes concerning the instruction.

8.6. EGEGAZ's right to carry out processes, which may be required to arrange active acceptances and deliveries of LNG, to relieve the conditions which threaten safe operation of Terminal shall not be limited in any way. In such cases, all Service Users shall act in cooperation with the EGEGAZ.

8.7. An Operational Order may be arranged for a certain period of time or as valid until another is issued.

8.8. Apart from the Service Users, EGEGAZ shall not have any responsibilities concerning a notification to any other persons with regard to an Operational Instruction. However, if possible, other persons affected by an operational instruction may be provided information by EGEGAZ. Service Users shall perform the required arrangements and notifications to carry out the Operational Instructions.

9 IDLE CAPACITY AND CAPACITY TRANSFER

9.1 Idle capacity is declared on 1st of September on the Website, after the Capacity Reservations before the Gas Year are finalized. Service Users which have signed a TSC for the related Gas Year and applicants which have not yet signed a TSC may apply to obtain from such Idle Capacity.

Service Users and applicants which have not yet signed a TSC shall make an application to EGEGAZ Terminal with the information and documents specified in Article 6.

Idle Capacity applications are evaluated by EGEGAZ in accordance with the related provisions of UPP and a written notification concerning the acceptance, partial acceptance or rejection of the demand is issued to the applicant within 5 days. If the amount and quality of LNG, means of transportation, period of LNG storage in the storage tanks and means of delivery in gas or liquid state are agreed upon, an additional contract shall be added to the current TSC between EGEGAZ and the Service User or a TSC shall be signed with the applicants which have not yet signed a TSC.

Idle capacity allocations are performed according to the order of application. For applications with the same dates, the one with the higher Terminal Capacity demand shall be given priority. In case that the demanded idle capacity reservation amount is equal, the User with the TSC is given priority. If there are more than one Service User with TSC for the related Gas Year, the one with the highest share in the Terminal Capacity shall be given priority (provided that the demand is approved). Service Users who are using the Idle Capacity may make programme changes in accordance with the provisions of Section 10.

9.2. Capacity Transfers within a Gas Year

Service User may temporarily transfer part of the or whole capacity reserved within a Gas Year to other Service Users for the periods given in Article 9.2.6., provided that approval of EGEGAZ is obtained.

Service User may permanently transfer part of the or whole capacity reserved within a Gas Year to other Service Users and/or third persons for the periods given in Article 9.2.6. Written approval of EGEGAZ is required for permanent transfers. In the written approval to be issued by EGEGAZ, the Transferee shall also be notified whether it has a liability arising from the inventory transfer of the Transferor Service User.

For the permanent transfers; in case that the Transferor Service User has a TSC signed with the EGEGAZ for the current Gas Year, a Supplementary Policy shall be drawn up concerning the capacity transferred. Where such TSC does not exist, the provisions of Article 6 shall be executed for users who will sign TSC for the first time.

For the temporary and permanent transfers, EGEGAZ shall respond to the approvals and written notification demands within 5 work days.

9.2.1 Suitable Capacity for Delivery

Capacity which can be allocated to Transferee Service User is limited to the remainder of the capacity allocated to Transferor Service User as of the date of transfer.

EGEGAZ announces the necessary notification concerning the availability of the capacity in its Website and continues to sell the Idle Capacity and the capacity which is reserved but not programmed.

If, other than force majeure, the reserved capacity is not used, such state persists in a continuous manner and hinders the execution of Terminal service programme and prevents efficient use of Terminal, such capacity is announced by the EGEGAZ and, if there is a demand for such unused capacity, the unused capacity is cancelled and reserved to the applicant(s). In this case, necessary changes are made in the TSC of the Service User whose capacity is cancelled.

9.2.2. Capacity Transfer Announcements of Service Users

A Service User which wishes to transfer part of the or whole capacity allocated to it shall inform EGEGAZ concerning the intention for the transfer of capacity and transfer conditions.(Shall be hereinafter referred to as “Service User Notification”). Service User Notification shall be announced on the Website by EGEGAZ.

Service User Information includes the following information:

1. TSC number of the Transferor Service User,
2. Amount of capacity to be transferred,
3. Whether the transfer demand is temporary or permanent,
4. Time and period for capacity transfer.

If unexpected conditions arise, Service User may revoke its Notification at any time before the expiration of offer period stated in Service User Notification.

The conditions set forth by the Transferor Service User shall not be in conflict with any of the provisions in UPP. In case such conflict occurs, EGEGAZ shall revoke the Service User Notification.

9.2.3 Rights and Liabilities of Transferor Service User and Transferee Service User

For temporary transfers, (unless otherwise decided by EGEGAZ, in writing and prior to transfer) Transferor Service User shall be responsible for all kinds of fees and financial obligations, regardless of the amount of capacity transferred within the scope of this Section 9.

If a temporary transfer is performed with the written approval of EGEGAZ, Transferor Service User shall be exempted from payment obligations concerning TSC with regard to the capacity delivered.

In case of such temporary transfer, performance security of Transferor Service User shall be returned if;

- i. Transferor Service User issues a new performance security to EGEGAZ, which is to be arranged according to the new reserved capacity and which bears the qualities stated in Article 6.2.1.,
- ii. Transferee Service User issues a new performance security with the qualities which bears the qualities stated in Article 6.2.1.,

For temporary transfers; if the Transferee Service User is a Service User which has a previous TSC with EGEGAZ, transfer shall be performed after such Service User issues an additional letter of guarantee by extending the existing performance security in accordance with the capacity transferred (issues a new performance security with the qualities which bears the qualities stated in Article 6.2.1.) and an additional Supplementary Policy to the existing TSC.

For temporary transfers; if the Transferee Service User does not have a previous TSC with EGEGAZ, the transfer shall be performed after it issues the documents and information provided in Article 6, performance securities stated in Article 6 and signs a TSC.

After the capacity is transferred to Transferee Service User, Transferor Service User shall either revise or reconfirm its programmes to reflect the transferred capacity. EGEGAZ shall not carry the transfer into effect unless such programmes are revised or reconfirmed.

For both the temporary and permanent transfers; if only a part of the reserved capacity is transferred, such state shall also mean that the capacity within the scope of TSC is transferred in the same rate. For temporary transfers, a Supplementary Policy shall be added to the TSC of the Transferor Service User's TSC and Transferor Service User shall not use the transferred capacity within the transfer period.

For both the temporary and permanent transfers; if the Transferor Service User has LNG in the storage as of the date of capacity transfer, Transferor Service User shall be liable to lower such LNG to the rate which remains in its reserve capacity after the transfer. Transferor Service User may fulfil the obligation for lowering the LNG volume in the storage by loading the LNG on the Sea/Land Tankers of Service Users, delivering the Gasified LNG or transferring the Stored Volumes to another Service User according to the related provisions of UPP.

9.2.4 Other Rights and Obligations of Transferee Service User

In case of a temporary transfer, Transferee Service User shall be responsible for all payments and financial liabilities that account for the amounts transferred to it. .

In case of a temporary transfer, Transferee Service User shall be granted all rights and responsibilities which are stated in the TSC of the Transferor Service User and which are arranged within the scope of this UPP hereby, including the right to transfer the capacity transferred to in accordance with this Section.

9.2.5 Rights and Obligations of EGEGAZ

EGEGAZ shall be entitled the right to partly or wholly reject the conditions of Service User Notification of capacity transfer demand which are in conflict with the provisions of TSC or UPP.

EGEGAZ notifies the Service User of its justification(s) for rejecting the capacity transfer demand, along with the notification concerning the rejection of transfer demand. EGEGAZ shall not be responsible to any Service User, Transferor Service User, Transferee Service User or any other party concerning the fulfilment of obligations within the scope of capacity transfer programme.

9.2.6 Capacity Transfer Periods

The period of capacity transfers which will be realized within the scope of this Article 9 hereby shall be limited to the shortest of the periods specified below;

1. Last day of the related Gas Year,
2. When the transfer includes the whole contract period, expiration date for the TSC of Transferor Service User.
3. Expiration date specified by the Transferor Service User in Service User Notification.

10 PROGRAMMES, COMMUNICATION SYSTEM AND DEMAND NOTIFICATIONS

10.1 Programmes and Demand Notifications

10.1.1. Terminal Service shall only be provided if Service Users issue the programme for the required services to EGEGAZ within time, make a demand notification and EGEGAZ approves of such programme.

10.1.2. Programmes and Demand Notifications shall be issued to EGEGAZ by the representative of Service User, for whom the related information is issued to EGEGAZ in writing, or via electronic media..

10.1.3. Service Users declare and guarantee that, with the issuance of a programme or demand notification, they have the legal permissions required for the delivery of LNG to the Terminal and they have valid contracts concerning transportation of LNG with Vessels, delivery of Gasified LNG from the Terminal via Pipeline and LNG in liquid state with Land Tankers. EGEGAZ arranges the programmes and confirms the demands on the basis of accuracy of information provided by the Service Users.

10.2. Communication System

Information to be published and processes to be carried out by EGEGAZ via the Website (www.egegaz.com.tr) are specified below:

- UPP
- Storage and gasification capacity for the next Gas Year
- Daily Programmes
- Allocations for D-1
- Idle Capacity notifications, capacity transfer demands
- Gasified LNG amounts delivered hourly to the transmission network within a day
- Current stored amount, amount gasified and sent to transmission network and daily amounts loaded on Land Tankers at the end of each Gas Day
- Terminal Standard Contract (TSC)
- Capacity Demand Application Form
- OFI's
- Terminal maintenance and repair information
- Information concerning Land Tanker Filling Ramps
- Boil-off Gas Information
- Form for recommendations for changes in UPP
- Capacity transfer notifications by Service Users

- EGEGAZ Terminal Port Regulation
- Other information required to be published according to UPP

If the exchange of information between Service Users and EGEGAZ cannot be completed via the communication system on the web page, such exchange of information shall be carried out via the e-mail, fax or address written below.

EGE GAZ A.Ş.
ALİAĞA LNG TERMİNALİ MÜDÜRLÜĞÜ
Atatürk Mahallesi, Karaağaç Cad. No: 8
35800 Aliağa – İZMİR
Telephone: (232) 618 20 70
Fax: (232) 618 20 90
THS@egegaz.com.tr

EGEGAZ shall issue the notifications within the scope of this UPP hereby to the address of Service User, which is specified in TSC, and to its representative.

10.3 Programmes and Approval

For the Terminal Service related to the LNG to be delivered to and liquid and gasified LNG to be delivered from, Service Users shall arrange Annual, Three-Month and Monthly Programmes, in accordance with the capacities allocated to them and their TSC's, and issue these to EGEGAZ.

During the evaluation of programmes in terms of Minimum Gasification Amount; if the total of demanded gasification amount meets the Minimum Gasification Amount, demanded amounts shall be approved in terms of programme. However; if the total of demanded gasification amount does not meet the Minimum Gasification Amount, such unmet amount is distributed among the Service Users, who could not meet the Minimum Gasification Amount they are liable to, according to their shares in the stock. While performing this, the Minimum Gasification Amount calculated according to the Service User's stock amounts in the tank is not exceeded. Where none of the Service Users meet the Minimum Gasification Amount they are liable to and at least one Service User demands gasification, gasification programmes of all Service Users shall be determined as the Minimum Gasification Amount they are liable to.

EGEGAZ evaluates the received Annual, Three-Month and Monthly Programmes in detail. Despite the fact that the programmes issued to EGEGAZ are in accordance with a Terminal Service Contract, in line with the previous programme and within the ranges of such programme; EGEGAZ may, if required, rearrange and approve these in accordance with the safe, stable, economic and sustainable operational conditions of Terminal and programmes of other Service Users and notify the Service User immediately. EGEGAZ shall possess the absolute right concerning the approval of these or approval after rearrangement. Annual, Three-Month and Monthly Programmes approved by EGEGAZ shall be deemed to be finalised.

Change of an approved Programme may only be possible after a Revised Programme is issued for such programme and EGEGAZ approves it. EGEGAZ shall not decline revised programmes without a reasonable operation justification..

Following the issuance of Monthly Programmes concerning the delivery of LNG on the Acceptance Point; if a conflict is determined on the Terminal discharge dates of different

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

Service Users, the Service User who has complied with the last programme approved by EGEGAZ shall be prioritised, other Service User is demanded to revise its programme in this regard within 4 (four) days.

If a Service User fails to issue the required daily programmes, EGEGAZ may consider the programme of Service User as the programme of the previous day, by also taking the tank stock amounts into consideration. However, such consideration by EGEGAZ shall not relieve Service Users of their obligations within this UPP hereby and Terminal Service Contract.

EGEGAZ shall be entitled the right to reject the unscheduled LNG acceptance or unscheduled LNG or Gasified LNG delivery.

In cases which affect the plans of Annual, Three-Month and Monthly Programmes, EGEGAZ will notify all Service Users of such case and, to relieve the effects of such case, revise the approved programmes via consultation with all Service Users and issue the revised versions to the Service Users.

10.3.1. Annual Programmes

Starts at 1st of January of each LNG Year and ends at 08:00 of 1st of January of the next year.

Applicants shall issue their annual programme tables for the next LNG Year to EGEGAZ until 1st of August. Programmes issued will be approved by EGEGAZ until 15th of August and Applicants shall be notified.

Annual programmes include the following:

- 1 – Vessel schedule and cargo amounts, annual and in 10-day terms,
- 2 – Source of cargo and LNG quality,
- 3 – Monthly amount of LNG to be delivered to the transmission network.

In case of a conflict between the Annual vessel programmes of Applicants, EGEGAZ may demand from Applicants a change in the programmes. If an agreement is unable to be reached between the parties, EGEGAZ by taking as the basis the safe, stable, economic and sustainable operational conditions and the provision of uninterrupted service to the Applicants, changes a programme or changes both programmes and announces them.

10.3.2. Three-Month programmes

First Three-Month programme includes January, February and March, second Three-Month programme includes April, May and June and third Three-Month programme includes October, November and December.

Three-Month programmes are more detailed programmes, which are in line with the annual programmes, having a shorter period of table. As a basis, Three-Month programmes shall not be different than annual programmes. If the scope of annual programme is to be changed for such Three-Month programme, EGEGAZ's approval, which will be given by EGEGAZ by taking into consideration the safe, stable, economic and sustainable operational conditions and the uninterrupted supply activities by the Service Users, shall be obtained.

Service User issues EGEGAZ the information in the annual programme table, along with the following information, 45 days prior to the start of a three month period. Issued programmes are approved by EGEGAZ at least 35 days prior to the start of the related period and the Service User is notified.

- 1 – Vessel schedule and cargo amounts, in Three-Month and 5-day terms,
- 2 – Source of cargo and LNG quality,
- 3 – Monthly amount of LNG to be delivered to the transmission network.

In case where the required information is not submitted to EGEGAZ within time, EGEGAZ shall arrange and finalise the programmes within the frame of Terminal Standard Service agreement and annual programmes by taking into consideration the safe, stable, economic and sustainable operational conditions of the Terminal and the uninterrupted supply activities by the Service Users. **10.3.3. Monthly Programmes**

Each Service User issues the enclosed monthly programme table, which also includes the following information, for the Gas Year, which starts at 08:00 of the first day of a calendar month and ends at 08:00 of the first day of the next calendar month, to EGEGAZ, 30 days prior to the start of Gas Year. Issued programmes are approved by EGEGAZ at least 20 days prior to the start of the related period and the Service User is notified

1. Date for the delivery of LNG cargo on the Acceptance Point, in three-day tables, amount of cargo,
2. Source of LNG, contractual or estimated composition,
3. Information and documents (Name of LNG Vessel, documents for the last five jetty unloads etc.) required to be issued EGEGAZ and other authorities (Police Station, Health, Customs, Maritime Authorities etc.)

Monthly programmes are more detailed programmes, which are in line with the Three-Month programmes, having a shorter period of table. As a basis, Monthly programmes shall not be different than Three-Month programmes. If the scope of annual programme is to be changed, EGEGAZ's approval, which will be given by EGEGAZ by taking into consideration the safe, stable, economic and sustainable operational conditions and the uninterrupted supply activities by the Service Users, shall be obtained.

In case where the required information is not submitted to EGEGAZ within time, EGEGAZ shall arrange and finalise the programmes within the frame of Terminal Standard Service agreement and three-month programmes by taking into consideration the safe, stable, economic and sustainable operational conditions of the Terminal and the uninterrupted supply activities by the Service Users.

Monthly programmes related to the delivery of LNG on the Acceptance Point shall be binding on Service User and EGEGAZ and any changes in the programmed days or amounts shall not be allowed, unless there is a mutual agreement. While issuing an

approval, EGEGAZ shall take into consideration the safe, stable, economic and sustainable operational conditions of the Terminal and the uninterrupted supply activities by the Service Users.

10.3 Demand Notifications and Approval

Service Users issue their Demand Notifications for a Terminal Service related to the Gasified LNG and, if any, LNG in liquid state, which are to be delivered by the Terminal in a Gas Day, to EGEGAZ on the day before the delivery (G-1), as specified below:

10.4.1. Demand Notifications to be issued by the Service Users shall be in accordance with the programs issued, their Available Stocks in the Tanks and the capacities which are allocated to them and specified in their TSC's and shall be confirmed by the Transmission Company.

10.4.2. In case where a Service User fails to issue a Demand Notification for a day, EGEGAZ shall take Service User's programme into consideration as the amount of the previous day, provided that Terminal conditions for that day and the Service Users' Available Stocks in the Tanks allow for it.

10.4.3. Content of Daily Demand Notifications

Service Users' Demand Notifications within the scope of reserved capacity shall include the following information.

10.4.3.1. Demand Notifications for Gasified LNG:

1. Hourly Amount of Gas to be delivered to Transmission Company
2. Daily Amounts of Gas to be delivered to Transmission Company

10.4.3.2. Demand Notifications for Delivery of LNG to Land Tankers, if any

1. Plate numbers of Land Tankers to be loaded and time of arrival in Terminal,
2. Amount of LNG to be loaded on each Land Tanker

10.4.4. Flow Chart for Demand Notifications and Approval

Each day, Service Users shall issue the Demand Notifications for the next Day to EGEGAZ, in accordance with the flow chart:

10:00 Demand Notification is issued to EGEGAZ by the Service User.

10:15 Demand Notification is received by EGEGAZ,

10:30 In order to make the data issues valid, EGEGAZ issues a reply,

12:30 Confirmations arranged by the Transmission System operator and the related parties

13:30 Programmed amounts issued by EGEGAZ to be obtained by the Service User and the Transmission System operator

In addition, EGEGAZ notifies the Service Users of the information for the programmed amounts, including the intra-day programmes and other programming changes, on its Website at the end of each Gas Day.

While obtaining the confirmations arranged by the Transmission System operator and the related parties, EGEGAZ shall be entitled the right to make the necessary changes according to Service User's Available LNG Stock in the Terminal.

10.5. Additional Information Requirements

10.5.1. Service User shall fulfil EGEGAZ's demands concerning additional information and documents, which are required for economic, sustainable, complete and efficient providing of Terminal Service within the scope of this UPP hereby.

10.5.2. In case of an unexpected change in the amounts of LNG determined for acceptance or delivery, Service User shall immediately notify EGEGAZ, regardless of the fact that these are in accordance with the programmed and specified periods or not.

10.5.3. All such changes shall be confirmed by the Service User in writing, prior to their execution by EGEGAZ, Service User shall inform the necessary third parties for compliance with the programme changes within the scope of a new Programme or Programme change and ensure that such parties comply with the programme.

11. DAILY ALLOCATIONS

11.1. Allocations

For the determination of the quality and amount of Gasified LNG, which is delivered by EGEgaz to the Transmission Network on behalf of the Service Users, the notifications made by EGEgaz are taken as the basis, within the frame of quality and amount records which are determined with the measurements performed by EGEgaz within the scope of Section 13.

If gas is delivered to the Transmission Network on behalf of more than one Service User,

- The gas having the same qualities as the gas of all Service Users is deemed to be delivered or provided for delivery.

- Proportioning of Gasified LNG amount among the Service Users is performed as the following.

$$A = DA * (AA/TAA)$$

A = Amount delivered to the Service User on the related Gas Day

DA = Daily Amount delivered to Transmission Network on the related Gas Day

AA = Programme Amount of the Service User for the related Gas Day

TAA = Total Programme Amount for all Service Users for the related Gas Day

11.2. Objection to Allocations

If none of the Service Users object to the initial allocations between 10:00 of D+1 and 15:00 of D+1, initial allocation will be finalised as of 15:00 of D+1. If an objection is made to the initial allocation amounts, EGEgaz shall re-evaluate the situation and announce the initial allocations on its Website at 17:00 of D+1 at the latest.

11.3. Records and Notifications

EGEGAZ holds the records for the following information for each Service User and issues them such information as of 08:00 (08:00 on D+1) at the end of each Gas Day.

1. Stock in the Terminal as of the start of Gas Day,
2. Available Stock in the Terminal at the end of Gas Day,
3. Daily amount of Gasified LNG delivered to Transmission Network,
4. Daily amount of LNG loaded on Tankers in liquid state,
5. Time remaining to take delivery of LNG in the Tanks.

EGEGAZ calculates the amount of gas delivered to Transmission Network on behalf of each Service User and notifies Transmission Network Operator of such amount as of 08:00 at the end of Gas Day (at 15:00 on D+1).

12. QUALITY

12.1 LNG Delivered to EGEGAZ on Acceptance Point

12.1.1. LNG delivered by Service User to EGEGAZ on the Acceptance Point shall meet the following conditions:

1. Gross Calorific Value of one standard cubic meter of gas (on the basis of dry gas) shall not be lower than 8,900 kCal (eight thousand and nine hundred kilocalories) and higher than 10,427 kCal (ten thousand four hundred and twenty seven kilocalories).

2. The agents in its composition shall be within the limits specified below (in terms of mole percentage):

Nitrogen	between 0.20 and 1.40
Methane	between 84.79 and 96.60
Ethane	between 0.00 and 8.5
Propane	between 0.00 and 4.00
Isobutene	between 0.00 and 1.00
Regular Butane	between 0.00 and 1.50
Pentane and heavier	between 0.00 and 0.23

Wobbe number of one standard cubic meter shall not be lower than 47.30 Mj (forty seven comma thirty) and higher than 53.95 Mj (fifty three comma ninety five mega joule).

3. Dew point of hydrocarbons shall not be higher than -5°C (minus five degrees centigrade) under the pressure range of 1-80 barg.

4. Dew point of water shall not be higher than -8°C (minus eight degrees centigrade) under the pressure of 80 barg.

5. There shall not be particles or contamination with a size bigger than the diameter of 60 mesh.

6. The impurities shall be within the limits specified below:

Hydrogen sulphur	maximum 5.0 mg/Nm ³
Mercaptan sulphur (S at RSH)	maximum 5.0 mg/Nm ³
Total sulphur including mercaptan	maximum 50.0 mg/Nm ³

7. It shall not contain any water, carbon dioxide or mercury.

8. It shall not contain any active bacteria or bacteria carrying agents, including but not limited to sulphate reducing or acid producing bacteria.

9. It shall not contain any toxic or hazardous agents.

12.1.2. The quality of LNG, which is delivered by the Service User to EGEGAZ on the Acceptance Point, is determined in accordance with Article 13 below.

12.1.3. If the LNG delivered to the Terminal is not in compliance with the quality specifications, the LNG shall not be accepted to the Terminal. Where such non-compliance is discovered during unload, unloading shall be terminated immediately.

12.2 LNG Delivered after being Gasified

12.2.1. The quality of Gasified LNG, which is to be delivered by EGEGAZ to the Transmission Company on behalf of the Service User, shall comply with ROA.

12.2.2. The quality of Gasified LNG is determined using the methods specified in “Connected System Delivery Contract”, which is signed with the Transmission Company (BOTAŞ).

12.3 LNG Delivered to Land Tankers

a. The quality of LNG in gasified state , which is to be delivered by EGEGAZ shall comply with the natural gas quality specifications stated in ROA.

13. MEASUREMENT AND EXAMINATION

- 13.1** The quality and amount of LNG delivered by the Service User to EGEGAZ and LNG and Gasified LNG delivered by the Service User to EGEGAZ is determined in accordance with the most recent version of “LNG Custody Transfer Handbook”, which is an internationally accepted document published by GIIGNL (The International Group of Liquefied Natural Gas Importers), Connected System Delivery Contract, which is drawn up in accordance with the implementation standards of Transmission Company and “EGEGAZ Land Tanker LNG Measurement Procedure”.
- 13.2.** All measurements and calculations related to the LNG density and testing of LNG’s quality and content shall be performed by EGEGAZ. The representatives of Service User may be present during the analyses.

14. MAINTENANCE

- 14.1** EGEGAZ operates the Terminal as a reasonable and prudent operator. Therefore, it determines the maintenance work required to maintain the Terminal in a good and operative state and carries out such maintenance, to the extent possible, within the programme. EGEGAZ shall be entitled right to close down the Terminal, stop operation of a part of Terminal, and decrease Terminal Capacity etc. by reason of maintenance, repair and replacement, subject to the provisions of this section.
- 14.2** . Service Users shall issue the information requested for the arrangement and execution of planned maintenances, which will be used as the basis for the maintenance plans to be carried out by EGEGAZ in the next Gas Year, along with the capacity reservations to EGEGAZ as of 1st of August. Systems to be affected by the Programmed Maintenance, Service Users to be affected (if any) and the Maintenance period shall be specified in the Maintenance Programme. Schedules of the Maintenance and Repair activities and the effects shall also be issued to Service Users in writing.
- 14.3** Service Users shall issue the information related to the maintenance preparation, programming and execution to EGEGAZ within the shortest period of time possible.
- 14.4** EGEGAZ plans the Maintenance Programme to carry out the maintenance work, to the extent possible, simultaneously with the Transmission Network maintenance programme.
- 14.5** In case of a malfunction of the Terminal systems, which are used to take delivery of LNG or deliver it in gas or liquid state, or any other auxiliary system which affects the aforementioned systems, EGEGAZ shall be entitled the right to carry out unscheduled Maintenance required for the operation of Terminal, provided that the affected Service Users are informed within the shortest period of time possible.
- 14.6** The decrease in the deliveries by reason of Maintenance shall be proportioned by EGEGAZ in a fair, transparent and indiscriminate manner with regards to the directly affected Service Users.
- 14.7** EGEGAZ shall make the utmost effort to plan the Maintenances along with the annual programmes. Planned maintenances shall be carried out, to the extent possible, within a period between 1st of April – 30th of September.
- 14.8** Unplanned Maintenance and Repairs shall be done only if needed and in a manner which will least affect the service provided to Service Users.
- 14.9** In case where there is a limitation or suspension of service by reason of Maintenance, the related amount shall be proportioned among the Service Users according to their programmes and their obligations arising from TSC or UPP will be suspended according to the rate of limitation or suspension.

15. EMERGENCY SITUATION

15.1 Emergency Situation

Emergency Situations are the cases to which the Service Users and the Carriers or EGEGAZ is liable to comply and, if Transmission Company is involved, the cases which are specified in ROA, in which EGEGAZ makes an Emergency Situation notification where the Terminal Operation or the Terminal safety is in danger or the Transmission Company issues an Emergency Situation to EGEGAZ with regard to System Security.

Emergency situations define the following cases:

1. In case of a Natural Gas or LNG leak in Terminal,
2. Fires, explosions,
3. Power failure in Terminal, disabling of operational automatic control systems or such systems' being enabled automatically and disabling the facility,
4. In case of a Natural Gas, LNG or Odouring Gas leak in a Vessel at the terminal jetty or a manoeuvring Vessel, fires and explosions in the Vessel, Vessel crashing with another vessel or vessel's running ashore,
5. Disabling of Terminal with the request of Transmission Company, by reason of an emergency situation determined in the System by the Transmission Company,
6. Existence of cases which jeopardise the Terminal Security,
7. Terminal or Terminal Security's being at risk by reason of a case other than those specified above,
8. In case of a Force Majeure notification by Transmission Company to EGEGAZ, by reason of a Force Majeure specified in UPP or ROA.
9. Cases which may cause major damages at the Terminal or put safe operation at risk,
10. In cases which the LNG delivered in liquid and/or gasified state or the LNG accepted to Terminal creates a danger in terms of life and property security, caused by the pressure or quality of gas.

15.2 In the case of an Emergency Situation, EGEGAZ shall inform the Service Users and/or Transmission Company, within the shortest period of time possible, stating the reason, scope, result and estimated period of the Emergency Situation. EGEGAZ shall regularly inform the Service Users and/or Transmission Company of the developments concerning the Emergency Situation. If the Emergency Situation is determined to be subsided according to Article "15.4", Service Users and/or Transmission Company shall be notified of the circumstances within the shortest period of time possible.

15.3 EGEGAZ shall use its initiative concerning the actions or precautions to be taken to get the Emergency Situation under control or to eliminate it and to make Terminal Service and Terminal operate as regular; however, it shall pay the utmost attention to hold Service User and Carriers harmless.

15.4 Emergency Situation continues until EGEGAZ determines that Emergency Situation has subsided, there are not further actions required, the Terminal may continue its regular

operation, UPP may be continued to be executed as usual and notifies the Service Users and/or Transmission Company of such situation, according to the case, or, Transmission Company determines that Emergency Situation has subsided, there are not further actions required, the Terminal may continue its regular operation, ROA and UPP may be continued to be executed as usual and notifies EGEGAZ of such situation.

15.5 Notifications concerning the Emergency Situation are issued to:

- Commissioned representative of Service User,
- Representative of Transmission company, who is commissioned in accordance with Connected System Delivery Contract.

In order to facilitate quick communication in an Emergency Case, Service Users and Transmission Company shall issue EGEGAZ the contact information of their Representatives, including the telephone and fax numbers, through which the Representative may be contacted at any time of the day. In case of a change in the contact information of the Representative, information concerning date of such change, new name, telephone, fax number and contact information shall immediately be issued to EGEGAZ. EGEGAZ shall also provide the same information to the Service Users and Transmission Company.

EGEGAZ shall make the necessary interventions, even if the Transmission Company and/or the Service User cannot be contacted with.

15.6 Emergency Situation Precautions may, upon the request by EGEGAZ or Transmission Company, include the Service Users and/or Service User's Vessel, along with EGEGAZ. Service Users shall be obliged to comply with the demands related to the Emergency Situation demands and Service User accepts that its own benefits are of secondary importance. In an Emergency Situation, Service Users shall ensure that their Vessels and/or Land Tankers comply with the instructions given by EGEGAZ.

15.7 Emergency Situation Precautions may, upon the request by EGEGAZ, include the precautions required to be taken by the Transmission Company, along with EGEGAZ. In such case, EGEGAZ and Transmission Company accept that their own benefits are of secondary importance. In such case, the Parties shall be obliged to comply with the demands of each other, with regards to the Emergency Situation Precautions, in order to get the Emergency Situation under control in a short time.

15.8 EGEGAZ's or Service Users' performance of an Emergency Situation Precaution shall not be a breach of any provisions of Terminal Service Contract, Connected System Contract, UPP or ROA, depending on the case. Within this scope, EGEGAZ shall not be deemed to fail to fulfil its obligations arising from the Standard or Supplementary Service.

16. LIMITATION, INTERRUPTION AND SUSPENSION

16.1 Conditions for Limitation, Interruption and Suspension

In case one or more of the following situations occur, including but not limited to the following, EGEGAZ shall be entitled the right to limit the Terminal Service, partly or wholly, interrupt it or to suspend it at any time. In case where such situations occur, EGEGAZ shall provide the utmost effort to inform Service Users.

1. In case where a situation specified in Article 17 of this UPP hereby occurs, which is deemed to be a Force Majeure;
2. In case where any of the situations specified in Article 15 above occur, which are deemed to be an Emergency Situation,
3. If a Service User fails to comply with an Operational Instruction issued by EGEGAZ and such case's threatening of safe and secure operation of Terminal,
4. At EGEGAZ's discretion, as required by Terminal Capacity, delivery or operational conditions or to subside the conditions threatening Terminal safety,
5. In case where Terminal integrity is threatened by reason of Service User's failure to comply with the rules or an order of limitation, interruption or suspension specified in this UPP hereby,
6. By reason of an Emergency Situation in Transmission Company, in accordance with the demands of Network Operator concerning the decrease and/or limitation of Gasified LNG amounts, which are delivered on Delivery Point.

In the aforementioned cases, EGEGAZ shall be entitled the right to make immediate limitations, interruptions and/or increase at the acceptance and delivery points.

16.2 Notifications for Limitation, Interruption and Suspension

16.2.1. In case where one or more of the aforementioned situations occur, EGEGAZ shall issue a limitation, interruption or suspension notification to the Service User, other Service Users affected by such situation and Transmission Company Operator, using reasonable means with regards to the prevailing conditions and at all cases, by confirmation via fax.

16.2.2. Such notification shall be issued to Service User's address and commissioned Representatives specified in TSC.

16.2.3. With regards to notifications of Force Majeure, Emergency Situation, Limitation, Interruption or Suspension, EGEGAZ shall not have any obligations related to notifying (excluding the Transmission Company) other persons, who are directly or indirectly included in the process or its consequences, such as Service Users' supplier, Carrier, End Users and distribution company.

16.3. Compliance to Limitation, Interruption or Suspension

Service User undertakes to carry out and apply the required process specified in the notification after a Limitation, Interruption or Suspension notification is issued. In case where Service User fails to comply with a Limitation, Interruption or Suspension notification, such processes of Limitation, Interruption or Suspension shall be carried out by EGEGAZ ex officio.

17. FORCE MAJEURE

17.1 Force Majeure defines a situation (or series of situations), which is not able to be;

- Foreseen,
- Controlled or averted by, or does not result from,
- Negligence or
- Breach of TSC and UPP

of the Party making such Force Majeure Notification, delaying the fulfilment of all or part of obligations within such scope or makes such fulfilment impossible, although such Party has acted as a Reasonable and Prudent Trader, paid all required attention and made all necessary efforts.

17.2 Subject to the conditions specified in Article 17.1., Force Majeure shall be the cases, including but not limited to, those described below:

1. Natural disasters and epidemics,
2. War, terrorism and hostile acts (declared or undeclared wars and attacks), insurgency, upheaval and/or civil commotion,
3. Acts or precautions against the Terminal by a civil or military authority, embargos,
4. A legal condition, jurisdiction, official decisions, decisions and precautions or limitations by authorised officials, which may affect Terminal operation,
5. Fire, explosion, gas or liquid leaks that may occur outside of the normal operational conditions and sabotage on Terminal or Vessel,
6. A damage on Terminal machines, equipment or pipes by reason of frost, fracture or any other reason and a requirement of immediate Maintenance and repair,
7. Strike and lock-outs at the Terminal or other employer-employee disagreements,
8. Power failure at the Terminal,
9. Cases in which the Transmission Company issues a notification to EGEGAZ, by reason of affecting from a Force Majeure specified in ROA, and cases which affect Terminal Operation,
10. Structural changes or developments on a part or parts of Terminal and/or Transmission Network, which may affect Terminal activity.

17.3 In order not to cause hesitation, issues such as unforeseen financial developments, changes in financial conditions (including devaluation of TL) and financial crisis and within or outside Turkey, shall not be deemed to be Force Majeure.

17.4 In case where EGEGAZ or the Service User fails to fulfil part of or all its obligations within the Terminal Service Contract or UPP by reason of Force Majeure, obligations of EGEGAZ or the Service User, other than those related to payments, shall be suspended partly or wholly, according to the scale within which the Party issuing the Force Majeure Notification is affected. That is; the Party issuing such Force Majeure notification, shall

GAYRİRESMÎ TERCÜME / UNOFFICIAL TRANSLATION

a- Issue a written notification, which also includes the estimated period for the case and its possible effects on the obligations, to the Representative of the other Party, within two (2) days as of the date on which the Party is notified of Force Majeure.

b- Continue to report to the other Party for the period, within which Force Majeure and its effects continue,

c- Make all efforts required to minimise the damage on the other Party,

d- Make all reasonable efforts required to make corrections or remedies for the conditions or case, which poses a hindrance for complete fulfilment of its responsibilities.

e- As soon as the Party is able to carry out its liabilities again, it shall immediately notify the other Party in writing.

17.5 Party who has failed to make a Force Majeure notification within time shall not make such notification again by taking the same reason as the justification.

17.6 Obligations which have arisen before the occurrence of Force Majeure shall not be excused even if a Force Majeure notification is made.

15.7 Conflicts of Force Majeure

If the party unaffected by the force majeure claims that the situation reported by the other party is not a force majeure, such party shall notify the affected party, within 10 days as of receiving the notification, of such objection in writing and, if it fails to do so, he shall be deemed to waive its right of objection. If the unaffected party makes the duly notification, as specified above, the parties shall find a resolution for the conflict within 30 days. In case where the parties fail to reach an agreement, the conflict shall be solved in accordance with the procedures for resolution of disputes specified in Article 22 of TSC.

18. MISCELLANEOUS PROVISIONS

- 18.1** Property and risk of the LNG in the Terminal, which is recorded to the inventories of the Service User, belongs to Service User, their responsibility and control will be transferred by the Service User to EGEGAZ on the Acceptance Point and be returned to the Service User on Delivery Point. EGEGAZ shall not have any responsibilities prior to the acceptance or after the delivery of such LNG.
- 18.2** Service User guarantees that it is entitled all rights of disposition for the LNG at the time of LNG delivery and it will deliver such LNG free from all types of liens, pledges and claims.
- 18.3** Other responsibilities of EGEGAZ and Service User before each other shall be specified in TSC.

19. PRICE AND PAYMENT

19.1 Price

Unit prices to be used during the calculation of prices within this Article shall be specified in the tariff by taking into consideration the investments realized to perform related services and operational costs related to the phase of provision for such services, costs arising from Terminal Operation Gas and a reasonable amount of benefit.

19.1.1 Capacity Fee

Capacity Fee is the maximum rate of sum to be paid to the storage company for the capacity reserved by the Service User, depending on the amount of Reserved Capacity which is subject to the contract of Service User which reserves Capacity in accordance with this UPP hereby. Payments for such fee shall be made as monthly payments in a manner specified in the tariff in each month, regardless of the use of reserved Terminal capacity.

19.1.2 Storage Fee

Storage Fee is the maximum rate of sum to be paid for the gas which will be stored in the storage in liquid state by the Service User, provided that storage service is procured within the scope of Standard Services or Supplementary Services and within the periods specified in UPP. It is calculated as monthly sums by taking the Service User's net amount remaining in its inventory at the end of the Gas Day.

19.1.3 Unloading and Delivery Fee

Unloading and Delivery Fee is the total of maximum rate of sums to be paid by Service User for each Sm³ of natural gas, provided that the services of Unloading, Gasification and Loading onto Land Tankers are procured within the scope of Standard Services or Supplementary Services and within the periods specified in UPP. It is calculated in daily basis within the direction of amounts of LNG unloaded from the Vessels and LNG delivered in LNG or Gasified LNG state throughout the month. Different price tariffs may apply for delivery in Gasified LNG state and delivery in LNG state.

19.1.4. Capacity Exceeding Fee

Capacity Exceeding Fee is calculated by using the capacity unit price specified in the tariff for each day on which the Service User's reserved capacity is exceeded, by taking into consideration the number of capacity exceeds within a Gas year, in accordance with the following equation and is realized for the amount of capacity exceed.

Capacity Exceeding Fee = Capacity exceeding amount * unit capacity price * n

n = Capacity exceeding coefficient. Shall be specified in the tariff.

19.1.5. Irregular Unloading and Delivery Fee

Irregular Unloading and Delivery Fee is calculated in case that the Unloading, Gasification or Loading onto Land Tankers cannot be carried out within the time period in the programme specified within the frame of conditions set forth in UPP by reason Service User's fault, by taking into consideration the difference between the amounts and periods specified in the programme and the realized amounts and periods. Service User which exceeds the specified periods shall pay, at the start of each hour, a recurring fee for amounts which are planned but not unloaded or delivered, as of the end of time specified in the programme.

19.1.6. Service User shall be liable to compensate all direct and indirect damages arising on behalf of the Terminal operation before EGEGAZ by reason of Service User Vessel's failure to arrive in the Terminal as planned or failure to perform unloading in time. If the Service User fails to issue a written notification to EGEGAZ and state that the Service User Vessel will be delayed, at least thirty six (36) hours prior to the planned time of arrival, Service User shall pay EGEGAZ a fee specified in the tariff for each similar case.

19.2. Service Interruption Fees

In case where Service Users are affected by Service Interruptions arising by reason of faults of EGEGAZ, the compensation shall be made as follows:

In case where the Service User Vessel cannot be berthed to the Terminal and/or is kept waiting at the Terminal without unloading by reason of faults of EGEGAZ, the related direct costs incurred on Service User shall be paid by EGEGAZ.

In case where the services, which are to be provided by the storage company according to UPP, are interrupted or could not be provided, the storage company shall pay a Service Interruption fee to Service User for the amount of interrupted services or amount of services which could not be provided and such Fee shall be specified in the tariff.

A storage fee shall not be paid for the amounts of LNG which could not be delivered and compulsorily stored in the storage by reason of EGEGAZ's operational faults until the delivery of such LNG is realized by EGEGAZ. EGEGAZ shall not pay any compensation for service interruptions in case of force majeure or, if specified, in cases of Emergencies.

19.3. Letter of Guarantee

For the bid security to be provided with the Capacity Demand Application Form during capacity application, demanded Contract Storage Capacity is taken into consideration and for the performance security to be provided during the conclusion of TSC, finalized Contract Storage Capacity is taken into consideration. Securities shall be unconditional, full and irrevocable bank bid security, which is payable upon first demand and within limits, and the amount is 20% (twenty percent) of total capacity fee, which is to be calculated by taking the capacity fee for the current Gas Year as the basis.

The sum for the performance security, which will be obtained from the Service Users for the inventory transfer proposed by EGEGAZ, shall be the sum which is acquired by multiplying the possible maximum inventory transfer amount for the Service User within the year by the sum that is acquired by adding 5,00 (Five) US dollars (In order to protect the rights of Transferor Service User, BOTAŞ reserves the right to increase such sum to be added into NBP price during the phase of signing TSC, within the scope of international market conditions) to the arithmetic average of the DES delivery value, in units of \$/MMBTU, of National Balancing Point (NBP) price for a period of 10 days prior to the date of signing TSC. This security shall be unconditional, full and irrevocable bank bid security, which is payable upon first demand and within limits. In case where such security of the Service User fails to cover the proposed transfer, EGEGAZ may demand an additional security. Provided that Service Users notify EGEGAZ in writing that Service Users have reached a mutual agreement concerning the inventory transfer to be concluded by and between the Service Users, a security will not be requested for amounts subject to transfer.

19.4 Payments:

a- Invoicing

In the invoices to be issued to Service User, Storage Company shall include the identity of Service User, time period for invoice, amount, unit price and total price information concerning the payment items and other invoice information required by the provisions of Turkish Trade Act and Tax Procedural Law.

b – Payment

Service User shall pay EGEGAZ the total amount specified in the monthly invoice, within first 15 (fifteen) days of the month following the invoice's schedule month, and make such payment to a bank account specified in the invoice, without subjecting the fee to any barter, appropriation, deduction or stoppage whatsoever. If the payment due date is an official holiday, the payment shall be done on the first Work Day following the official holiday.

Payments to be made according to this UPP hereby shall be made in Turkish Liras, to the bank branch and account issued to the Service Users by Storage Company. In case of a change in such information, Service Users will be notified in writing.

c. Unpaid Invoices

If the payment for an invoice drawn up by EGEGAZ and/or Service User is not made, partly or wholly, a default interest shall be calculated for the period as of the due date for the balance amount until the date of active payment, using the Interest Rate for Advance Transactions declared by T.R. Central Bank, and such interest shall be charged. If a Service User fails to make a full payment for a sum within due time, EGEGAZ waits for 5 more days as of the due date and, within such period, may collect such sum by encashing the Letter of Guarantee issued to it, including the due amount and the interest to be charged, and/or may suspend Terminal Service.

d. Inaccuracies in Invoicing and Discrepancies

Any one of the parties shall be entitled the right to object to, in good faith, the sums specified on a Related Invoice by issuing a notification to the other Party within 7 (seven) Days as of the issuance of such Related Invoice. If an objection is not made in time, the invoice sum shall be deemed to be accepted and the right of objection shall be deemed to be waived.

20. CONFIDENTIALITY

- 20.1** Service Users and EGEGAZ accept that they will keep confidential the information, which is provided by the other party and is considered as confidential with regards to its qualities, is commercially crucial or is confirmed as confidential in writing, for a period of five (5) years as of the date of application to procure services from the Terminal and following the expiration of Terminal Service Contract.
- 20.2** In addition, EGEGAZ and Service User also accepts that it will conclude confidentiality agreements, concerning such confidential information to be provided by EGEGAZ, with employees, financial and legal advisors.
- 20.3** The provisions of this Article shall not be applied for information within the following categories:
1. Information other than those obtained via the fault of the Party, information which is known by the public prior to obtaining such information or which are disclosed to public via publication,
 2. Information, for which the Party obtaining such information shows that such information is at its disposal without breaching any confidentiality obligation, or information obtained by one of the Parties from a third person, with relation to such information, which do not set forth any confidentiality liability.
- 20.4** Information demanded by the following institutions and organisations shall be provided, regardless of the fact that whether such information is confidential or not, and such action shall not be deemed to be a breach of confidentiality:
1. EPDK and Competition Authority, by reason of audit and investigation to be carried out,
 2. A state institution or organisation, as required by law,
 3. Any legal authority.

21. AMENDMENTS

EGEGAZ, Service Users and other parties related to UPP may propose a recommendation for an amendment in UPP. UPP amendment recommendations shall be issued to EPDK. EGEGAZ's opinions shall be taken regarding the recommendations of amendments issued to EPDK. An amendment shall not be made in UPP without the decision of EPDK.

22. RESOLUTION OF DISPUTES

- 22.1** Disputes between EGEGAZ and Service Users, which arise by reason of execution of this UPP hereby, are related to the Capacity Reservations, Allocations, Limitation, Interruption or Suspension and Operational Instructions and which cannot be resolved despite all friendly efforts, shall be initially resolved by EPDK.
- 22.2** According to the Law, the decisions to be taken by the Board, which are related to disputes, within 30 (thirty) days at the latest, shall be binding on the Parties. Cases to be filed by the Parties against Board decisions shall be tried before the Council of State as the court of first instance.
- 22.3** Procedure for the resolution of disputes other than those described in Article 22.1 shall be regulated in TSC.

23. PROVISIONAL ARTICLE

While determining the amounts for the securities given for the capacity reservations for 2011, unit prices in the current Tariff shall be taken into consideration. Such securities shall be renewed after the 2011 Tariffs are determined, by taking into consideration the Capacity Price for the related year.