

Nconf is the total number of Berthing Slots allocated to the User for the current Gas Year as part of the allocation processes.

For each Gas Year where User holds Foundation Capacity allocated on a multi-year basis, where the difference between the capacity allocated to the User as part of the multi-year allocation process and the capacity made available for allocation to third parties, pursuant to article 11, paragraph 3, of Resolution 167/05, is less than the cumulative volume of LNG delivered by the User during the current Gas Year, the User shall make available for allocation to third parties, pursuant to Article 11, paragraph 3, of Resolution 167/05, capacity equal to the difference between the capacity allocated to the User during the multi-year allocation process and the cumulative volume of LNG delivered by the User during the current Gas Year.

The User whose capacity shall be made available for allocation to third parties pursuant to article 11, paragraph 3, of Resolution 167/05 shall remain liable to the Operating Company for all its obligations and liabilities under the Capacity Agreement (including the obligation to pay the Service Charges, Adjustments and Monthly Grid Charges), to the extent the said capacity will not be allocated by the Operating Company to another User.

2.1.7 Foundation Capacity release pursuant to Article 7, paragraph 2 of Resolution 167/05

By the 10th of May of each Gas Year, the Foundation Capacity User is entitled to release total or part of its Foundation Capacity on an annual and/or multiyear basis for the purposes of allocation under Clauses 2.1.5.2 and 2.1.5.3.

Any request to release Foundation Capacity shall be refused if:

- i) requests are received after the deadlines specified and/or are incomplete;
- ii) the requesting Foundation Capacity User does not own the capacity requested to be released.

If the Foundation Capacity User has notified the Operating Company of any Released Foundation Capacity and the latter has been allocated under allocation process set forth in Clauses 2.1.5.2 and 2.1.5.3, then the Customer's rights, title, benefit and interest in and to the Released Foundation Capacity, if any, shall immediately be waived and cancelled, the Customer shall cease to have any rights, title, benefit and interest in and to such Released Foundation Capacity and the Customer's ACQ shall be reduced to the extent and for the duration that such rights, title, benefit and interest are waived and cancelled.

The Customer will retain all of the liabilities and obligations arising out of or in connection with the Released Foundation Capacity (including Fuel Gas Obligation, Minimum Redelivery Obligation and the obligation to pay the Service Charges, Adjustments and Monthly Grid Charges) to the Operating Company unless and to the extent any Released Foundation Capacity is allocated.

2.1.8 The Capacity Agreement

By 1st of July, once the processes for Foundation Capacity allocation pursuant to Clause 2.1.5 has been completed, the Operating Company and the parties to whom capacity has been allocated shall proceed to sign the relevant Capacity Agreement.

The signing of the Capacity Agreement is subject to receipt of the Credit and Insurance Requirements referred to in Section 3 below.

The Operating Company shall not sign a Capacity Agreement with Applicants that, on the signature date, have not paid the fees related to amounts due under existing Capacity Agreements that are in excess of the value of the Bank Guarantee, issued to cover the obligations arising from the aforementioned existing Capacity Agreements.