Shell Australia

Prelude FLNG Terminal Regulations

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Abbreviation List

Abbreviation	Description
ABF	Australian Border Force
AWST	Western Australia Standard Time
COU	Conditions Of Use
CTMS	Custody Transfer Measurement System
DoA	Australian Department of Agriculture and Water Resources
DoF	Department of Fisheries
DoT	Department of Transport
EDP	Early Departure Procedure
eQPAR	Electronic Quarantine Pre-Arrival Report
FAOP	Full Away On Passage
FLNG	Floating Liquefied Natural Gas
HSSE	Health, Security, Safety, the Environment
HVPQ	Harmonized Vessels Particular Questionnaire (OCIMF)
ICS	Import Control System
IMO	International Maritime Organization
ISM	International Safety Management
ISPS	International Ship and Port Facility Security code
ISGOTT	International Safety Guide for Oil Tankers and Terminals
ISV	Infield Support Vessel (Tug)
ITF	International Transport Workers' Federation (London)
JOA	Joint Operating Agreement (Prelude)
LNG	Liquefied Natural Gas
LNGC	Liquefied Natural Gas Carrier
LPG	Liquefied Petroleum Gas
LPGC	Liquefied Petroleum Gas Carrier
LTT	Lead Terminal Technician
MARPOL	Marine Pollution convention issued by the International Maritime Organization
MEER	Maritime Environmental Emergency Response
MLA	Marine Loading Arm
MTOFSA	Maritime Transport and Offshore Facilities Act
NOR	Notice Of Readiness
OCIMF	Oil Companies International Marine Forum
ODME	Oil Discharge Monitoring Equipment
OIM	Offshore Installation Manager

Abbreviation	Description
OWS	Oily Water Separator
POLREP	Marine Pollution Report (Department of Transport)
PPE	Personal Protective Equipment
P&I	Protection and Indemnity
SIRE	Ship Inspection Report (OCIMF)
SOPEP	Ship Oil Pollution Emergency Plan
SWL	Safe Working Load
SIGTTO	Society of International Gas Tanker & Terminal Operators
SP	Social Performance
TTL	Terminal Team Leader (Pilot / Loading Master)
VIR	Vessel Inspection Report (OCIMF)
WA	Western Australia

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1. Introduction

1.1. Purpose

These Regulations have been developed to ensure safe and efficient marine operations to facilitate the offtake of:

- Liquefied Natural Gas (LNG),
- Liquefied Petroleum Gas (LPG) and,
- Condensate

at the Prelude Floating Liquefied Natural Gas (FLNG) Terminal (hereafter referred to as 'Prelude' or 'Prelude Terminal' in the Terminal Regulations and 'FLNG Facility' in the Conditions of Use).

This document should be read in conjunction with the latest editions of the:

- Prelude Terminal Information Book (LNG, LPG, or Condensate),
- Applicable Ship/Shore (FLNG) Safety Checklist (LNG, LPG, or Condensate Checklist),
- "Liquid Gas Handling Principles on Ships and in Terminals" published by the Society of International Gas Tanker & Terminal Operators (SIGTTO), and
- "International Safety Guide for Oil Tankers and Terminals" (ISGOTT) published by Oil Companies International Marine Forum (OCIMF).

Whilst the information herein is believed to be correct at the time of publishing this document, the Terminal Operator makes no guarantees and assumes no responsibilities regarding it or any information, which may appear in supplemental publications.

Information furnished herein may be revised from time to time. It is the responsibility of users of this document to ensure that they are using the latest version.

1.2. Scope

These Terminal Regulations applies to any vessel ('Vessel') that is intending to perform LNG, Condensate or LPG cargo operations at Prelude.

If any of the regulations provided herein apply solely to LNGCs or LPGCs or Condensate Tankers, the type of the vessel (LNGC, LPGC, or Condensate Tanker) is clearly specified.

'Lifter' means each party who entered into the Prelude Development JOA.

1.3. Target Audience

This document is intended for use by:

- Lifter Representatives and the Lifting Coordinator,
- Prelude Operator,
- Owners, Operators, Charterers, Masters and crew of vessels calling at the Prelude, and
- Other parties as appropriate e.g., shipping agents, independent inspectors, government authorities.

2. Minimum Standards of Acceptance for Vessels at the Prelude Terminal

2.1. Inspection of Nominated Vessels

When nominating a Vessel for loading at the Prelude Terminal, the Lifter shall ensure that the nominated Vessel:

1. Has satisfactorily undergone the Oil Companies International Marine Forum (OCIMF) based ship inspection, and
2. The inspection (#1) is within validity period of the vetting system employed by Prelude Operator at the time of nomination.

*The Prelude Operator will undertake a clearance process, including, but not limited to:

1. Vetting of nominated vessel,
2. Nominated Vessel versus Prelude Terminal berth (fit) compatibility assessment,
3. Vessel Operational History and,
4. Mooring Operability Assessment,

prior to accepting the vessel. Vessel Operator via the Lifter are required to provide/submit the complete list of documentation required to support the above-mentioned steps.

LNG and LPG Vessels that **have not been** previously cleared/accepted at Prelude Terminal will require up to 30 working days lead time to be allowed for the Mooring Fit and Operability assessment to be satisfactorily carried out to issue or reject a pre-clearance. Due to the additional time involved, these vessels cannot be processed under the Prelude vessel nomination and clearance process until otherwise advised by Prelude Operator to the Lifters in writing.

The 30 days mentioned above does not apply to:

1. Vessels that have been previously cleared/accepted for Prelude terminal, and
2. Sister vessels of vessels previously cleared/accepted for Prelude terminal.

All cleared vessels will:

1. Undergo a safety inspection upon arrival at the Prelude terminal
2. Be required to complete the Ship/ FLNG Safety Checklist and,
3. Sign the Safety Letter.

This above process verifies that the ship is being presented in a condition as it has been cleared to present in. Of specific importance is ensuring proper management of hazardous areas, EX certified equipment and hot work while in the FLNG safety zone.

2.2. Responsibility of Owner

The onus is exclusively on the Master or Owner to ensure that the Vessel is seaworthy and that all equipment is and remains in good working order and condition, including equipment required specifically for operations at Prelude. Failure by Prelude Operator to reject any Vessel not meeting the requirements will not relieve the Owner of liability.

The vessel is not relieved of any obligation by any review, approval, consent to progress, certificate, advice, and the like, provided (or omitted) by the Terminal or its representatives (whether in writing or not), or any inspection or witnessing of tests.

2.3. Minimum Standards of Acceptance for Vessels at the Prelude Terminal

All Ships calling at the Prelude must have been positively cleared by the Prelude Operator as mention in 2.1* above.

Each Vessel must always comply and in all respects with the requirements and conditions set out below.

2.3.1. Vessel Specifications

Each Vessel must be compatible with Prelude, as determined by the Clearance Process conducted by the Prelude Operator.

Table 2-1 – Key Criteria for LNG Vessels

Requirement	Specification
Gross LNG Tank Capacity	125,000 m3 – 175,000 m3
Minimum steady loading rate through 2 liquid arms for 125,00m3 -145,999m3	9,500 m3/h
Minimum steady loading rate through 2 liquid arms for 146,00m3 and above	10,000 m3/h
Loaded displacement	<147,000 tons (unless determined by the Prelude Operator to be compatible)

Note:

- LNGCs must have a backpressure at the Delivery Point not greater than 350 kilopascals absolute when receiving LNG with a density of 450 kilograms per cubic meter at the loading rates specified in Table 2.1. and using one (1) Vapour return arm (maximum back pressure allowance to include the pressure drop caused by loading strainers which may be installed by the LNGC).
- LNGCs are required to have a full set of HMPE pennants onboard as defined in Appendix C. (to be installed on stretchers for mooring to Prelude).
- LNGCs are required to have a full set of 22m nylon mooring tails onboard (to be used as stretchers).
- Required length of nylon stretchers for each mooring rope or wire will be dictated by Prelude Terminal; and any nylon stretchers shorter than 22 mtrs as notified by Prelude Operator must be provided by Vessel Operator – refer appendix C.
- HMPE chafe protection must be available for use at each fairlead for vessels with mooring ropes.
- Mooring lines, stretchers and pennants must follow MEG 4 and Terminal Requirements described in Appendix C.
- LNGCs are required to present with 16” ANSI 150 flanges at the manifold.
- Each Vessel must be equipped with adequate facilities for transfer of the terminal team, and other persons accompanying the team by ladder, in accordance with IMO Resolution A1045(27) and SOLAS Chapter V/23 and 30 month testing requirements as per ISO 799-1/2019.

Due to the targeting spool pieces possibility of clashing with hardware fittings around the presentation flange, an additional spool piece (short distance piece – SDP) can be/should be used to prevent any such clashes. Refer to LNG Terminal Information Book for further information (OPS_GEN_004647).

Table 2-2 – Key Criteria for LPG Vessels

Requirement	Specification
Gross cargo capacity	Min 70,000 m3 Max subject to compatibility assessment (indicative max approximately 84,000m3)
Minimum steady loading rate through one arm	2,000 m3/h
Maximum deadweight	60,000 tons (unless determined by the Prelude Operator to be compatible)

Note:

- LPGCs must be equipped for closed loading and of fully refrigerated design
- LPGCs cannot return Vapour other than in non-routine operations, noting Vapour return will be routed to flare/recovery rather than tankage.
- Vessels re-liquification plants should be in good operational condition and capable of simultaneous handling of propane and butane Vapour.
- Manifold configuration must be arranged as LVVL and presented with the following loading connections from fwd. to aft: Butane, Vap, Vap, Propane.
- LPGCs are required to have a full set of HMPE pennants onboard as defined in Appendix C. (to be installed on stretchers for mooring to Prelude).
- LPGCs are required to have a full set of nylon (MBL = 125% of ship's design break force) mooring tails onboard (to be used as stretchers) as determined by the Dynamic Mooring Analysis and issued via the Vessel clearance process.
- HMPE chafe protection must be available for use at each fairlead for vessels with mooring ropes.
- Mooring lines, stretchers and pennants must comply with MEG 4.
- LPGCs should be capable of loading propane and butane simultaneously however, no blending of propane and butane components is permitted whilst alongside FLNG Facility.
- LPGCs are required to present with either, 14" ANSI 300 liquid flanges and either 10" ANSI 150 Vapour flanges at the manifold preferably without any spool pieces or reducers fitted. However, due to the targeting spool pieces possibility of clashing with manifold supports, an exception can be made for LPGC to use their own or Prelude supplied reducers to be make the manifold connections compatible. Refer to LPG Terminal Information Book for further information (OPS_GEN_012470).
- LPGC purging and cooling will not be provided by the FLNG Facility
- LPGCs must not have has ammonia included in the LPG tanks within the previous three (3) cargoes.
- Each Vessel must be equipped with adequate facilities for transfer of the terminal team, and other persons accompanying the team by ladder, in accordance with IMO Resolution A1045(27) and SOLAS Chapter V/23 and 30 month testing requirements as per ISO 799-1/2019.

Table 2-3 – Key Criteria for Condensate Vessels

Requirement	Specification
Accept full cargo within the range	650,000 bbl. +/-5%
Load at steady rate of up to	5,000 m3/h from one manifold
Summer Deadweight	80,000-120,000 tons
Maximum loaded displacement	137,000 tons (unless determined by the Prelude Operator to be compatible)

Note:

- Condensate Tankers must be equipped for closed loading in an inert gas atmosphere.
- Each Vessel must be equipped with adequate facilities for tandem mooring, unmooring, and handling cargo designed in accordance with the recommendations of the latest OCIMF's publications, Guidelines for Offshore Tanker Operations, Mooring Equipment Guidelines and ISGOTT (as applicable) and as otherwise provided in the Prelude Terminal Information Book and these Regulations.
- Each Vessel must have a valid and current OCIMF's VIR (Vessel Inspection Report) and an accurate updated HVPQ (Harmonized Vessels Particular Questionnaire) on file and available for download from the OCIMF (Oil Companies International Marine Forum) SIRE (Ship Inspection Report) database. For a new built vessel, which has not previously carried a cargo, a VIR and HVPQ must be available for review by the Prelude Operator. The VIR must be completed by an OCIMF SIRE inspector after delivery of the vessel from the shipyard, when the vessel has all necessary certification prescribed by its classification society and flag state, normal operational manning in place and when all systems are fully operational. This is known as an idle inspection.
- Each Vessel must be equipped with adequate facilities for transfer of the terminal team, and other persons accompanying the team by ladder, in accordance with IMO Resolution A1045(27) and SOLAS Chapter V/23 and 30 month testing requirements as per ISO 799-1/2019.

2.3.2. Conditions of the Vessel

a) Each Vessel must be fitted in every way for the safe loading, unloading, handling, and carrying of its designated cargo.

b) Each Vessel must be tight, staunch, strong, and otherwise seaworthy with cargo handling and storage systems (including instrumentation) necessary for the safe loading, unloading, handling, carrying, and measuring of its designated cargo in good order and condition.

2.3.3. Class and Compliance

a) Each Vessel must always be classed by a classification society that is an Approved Member of the International Association of Classification Societies, which is experienced in the classifying of LNGCs or LPGCs or Condensate tankers, as applicable.

b) "Approved Member of the International Association of Classification Societies" means any one of American Bureau of Shipping, Bureau Veritas, Det Norske Veritas, Korean Register of Shipping, Lloyds Register of Shipping or Class NK (Nippon Kaiji Kyokai) or such other member classification society approved in writing by the Prelude Operator.

c) Each Vessel must comply with:

(i) the classification, registration, documentation, description, specifications, and performance standards prescribed by the vessel's classification society (within the time limits prescribed by the vessel's classification society or by relevant Governmental Authorities); and

(ii) applicable regulations and requirements in force for Australia and for vessels registered in the vessel's flag state.

2.3.4. Construction

Each vessel must be constructed to International Standards, International Regulations, Flag State Regulations, and Industry recommendations appropriate to the type of vessel, intended cargo and trade requirements.

2.3.5. Operation and Maintenance

a) Each vessel must be operated and maintained in accordance with all relevant laws and regulations, its classification society rules and prudent operating practices in accordance with International Standards.

b) Each vessel must comply with, and must be fully equipped, supplied and maintained to comply with, all applicable International Standards, industry recommendation and best practices.

c) Unless approved by the Prelude Operator in writing, a vessel must not engage in any vessel maintenance, repair, or in-water surveys while within Prelude's 1500m safety zone.

d) All vessels are advised to stop potable water generation (making of potable water) when within the 1500 mtrs exclusion (safety) zone

2.3.6. Communications

Each Vessel must have communication equipment that complies with applicable regulations and permits such vessel to be in communication with Prelude and with other vessels (including those employed in Prelude operations, subject to the applicable regulations).

2.3.7. Crew

The officers and crew of each vessel must have the ability, experience, licenses and training commensurate with the performance of their duties in accordance with internationally accepted standards and as required by applicable Governmental Authorities and any labor organization having jurisdiction over the vessel or her crew. Without in any way limiting these requirements:

a) All shipboard personnel must hold valid certificates of competence in accordance with the requirements of the laws of the flag state of the vessel and Australia.

b) The Master, chief engineer, chief mate, and cargo engineer (and such other officers of the vessel having responsibilities associated with the preparation of the Vessel for berthing, loading, and unloading) must be trained and certified for the type and tonnage of the vessel and in compliance with the IMO's International Convention on Standards of Training, Certification and Watch-keeping for Seafarers, 1995 as amended from time to time.

c) The Master, chief engineer, all cargo engineers, designated ship security officer and all deck officers must be fluent in written and oral English and must maintain all records and provide all reports with respect to the vessel in English. There must also be onboard sufficient personnel with a good working knowledge of the English language to enable cargo handling, loading, and unloading to be carried out efficiently and safely and to enable communications between the vessel and those involved in the pilotage, escort, berthing and loading of the vessel to be carried out quickly and efficiently; and

d) The terms and conditions of employment of the crew must be subject to a crew labour agreement either approved by or acceptable in all respects to the ITF)

e) Vessels must be in compliance with the Shell Experience matrix

2.3.8. Insurance

Each vessel must procure and maintain valid and enforceable insurances fully covering all liabilities and obligations imposed by law or assumed under the terms of the Prelude COU. In all cases, such insurance must establish insurance coverage consistent with insurances to the standards which prudent ship-owners operating vessels should observe in insuring vessels of a similar type, size, age and trade. In this regard and without limiting the above:

a) Protection and Indemnity (P&I) Insurance ("P&I Insurance") must be maintained for the vessel, on a full entry basis with P&I Insurance placed with a Protection and Indemnity Club ("P&I Club") that is a Member of the International Group of P&I Clubs ("International Group");

b) The P&I Insurance must include coverage for pollution ("Pollution Liability") in the maximum coverage amount(s) per incident made available by any P&I Club in the International Group at the commencement of each policy year or other applicable period of coverage.

c) Hull and Machinery ("H&M") Insurance must be placed and maintained with industry recognized appropriately approved marine underwriters and must be at least equal to the fair market value of the vessel;

d) Primary H&M Insurance and P&I War Risk Insurance must be placed and maintained with industry recognized appropriately approved marine underwriters and each must have a separate limit of coverage (one for the H&M and one for the P&I) at least equal to the fair market value of the vessel;

e) Primary Collision Liability Insurance through any combination of H&M Insurance and/or P&I Insurance must be obtained from and maintained with an International Group with a coverage limit of not less than the fair market value of the vessel and excess collision liability insurance as provided by a full entry of the vessel in an International Group; and

f) If the P&I Insurance arranged by the vessel does not include coverage for Masters and members of crew, the employer of the Vessel Personnel on board must arrange separate cover which complies with the requirements of applicable maritime laws, and provide insurance which includes wages, transportation, maintenance, and cure of the crew both in the area of the operations and compliant with the regulations of the state or country of hire.

2.3.9. Evidence of Insurance

As part of the Prelude Operator's Clearance Process for vessels nominated for lifting, the Prelude Operator must be provided certified copies of cover notes or a copy of all material insurance policies,

cover notes or certificates of entry. The receipt of such information will not impose any obligation on the Prelude Operator.

Evidence of such insurances required must be in effect and available at the time the vessel provides its NOR and remain in effect for the duration of loading activities until departure from Prelude.

3. Governing Legislation

Owners/ master's using this document are obliged to make sure they have the latest versions of all relevant regulations at their disposal and may not rely on this document for the full list and/or correct version of any applicable laws, regulations or international standards or practices. Master's are also obliged to make sure they are in compliance with all health, immigration, notification, and customs requirements. Local agents acting on behalf of the vessel Owner/Master should be consulted to ensure compliance.

All vessels intending to use the Prelude Terminal shall comply with all relevant legislation pertaining to their mode and area of operation including, but not limited to the following:

Table 3-1 – Legislation

Western Australian Marine Act 1982 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1046_homepage.html
Shipping and Pilotage Act 1967 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_894_homepage.html
Shipping and Pilotage (Ports and Harbours) Regulations 1966 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1936_homepage.html
Pollution of Waters by Oil and Noxious Substances Regulations 1993 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1929_homepage.html
Navigable Waters Regulations 1958 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1843_homepage.html
Dangerous Goods Safety (Storage and Handling of non-explosives) Regulations 2007 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_2770_homepage.html
Dangerous Goods Safety (Explosives) Regulations 2007 (WA)	https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_2764_homepage.html
Navigation Act 2012 (Commonwealth)	https://www.legislation.gov.au/Series/C2012A00128
Maritime Transport and Offshore Facilities Security Act 2003 (Commonwealth) (MTOFSA) / (ISPS)	https://www.legislation.gov.au/Series/C2004A01216
Customs Act 1901	https://www.legislation.gov.au/Details/C2017C00219
Biosecurity Act 2015 (Commonwealth)	https://www.legislation.gov.au/Series/C2015A00061

4. Quarantine

All vessels and their crews approaching the Prelude Terminal, and its surrounding waters, must comply with the quarantine requirements of the Australian Department of Agriculture and Water

Resources (DoA) and Western Australian Department of Fisheries (DoF). This must be managed via the Agent nominated by the Vessel.

Under the Biosecurity Act 2015 (Commonwealth), the Prelude Terminal is outside Australia's quarantine zone and Prelude Terminal has a "low risk" status that enables free movement of materials via air and sea to the Australian mainland.

Notwithstanding, there must be no transmission of goods or personnel onto or between Prelude FLNG Terminal and any offtake tanker apart from that provided for pilotage, terminal staff, operational tools and equipment as provided for in this manual.

If there is a requirement to transferring goods or personnel not associated with the vessels berthing and loading operations, permission for such transfer / activity must be sought from Australian Border Force (ABF) through the Shell customs focal point.

All vessels (Australian and International) must adhere to DoA Biosecurity requirements. Refer to the DoA Biosecurity website:

http://www.agriculture.gov.au/biosecurity/avm/vessels

Local agents acting on behalf of the vessel Owner/ Master should be consulted to ensure compliance.

5. Customs & Immigration

Compliance with rules and regulations of ABF (responsible for customs & immigration) is always compulsory.

Prelude Terminal is a non-proclaimed port for overseas vessels. All international vessels intending to come to Prelude Terminal must apply, usually through their shipping agent, for ABF permission to visit a non-proclaimed port and permission to enter Australian waters at least one week prior to arrival.

All crew onboard must be in possession of a valid Australian Maritime Crew Visa or other suitable Australian visa class prior to the entry of the vessel into Australian waters. This should be managed via the Agent nominated by the Vessel.

ABF officers have the right to board the offtake vessels for inspection, officers may carry firearms. ABF will also provide the vessel clearance authority to enable departure to overseas.

Local agents acting on behalf of the vessel Owner/ Master should be consulted to ensure compliance.

6. Documentation required by the Australian Border Force

Vessels intending to use the Prelude Terminal are required to submit documentation (to the agent acting on behalf of the vessel) pertaining to their mode and area of operation including but not limited to the following:

Table 6-1 – Documentation Required by the Australian Border Force

Agency	Form	Required for
Australian Customs Service	Ship Pre-Arrival Report (Form 13)	Port Entry
	Inwards / Outwards Crew Report (Form 3B)	Port Entry
	Crew Effects Declaration (Form 5-2)	Port Entry
	Report of Ship's Stores (Form 5-4)	Port Entry
	Section 58 Application	Port Entry
Customs ICS	Export Cargo Declaration	Export Clearance
	Impending Arrival Report	Port Clearance
	Actual Arrival Report	Port Clearance
	Sea Cargo Report	Cargo Clearance

	Main Manifest	Cargo Clearance

The required documentation must be submitted to the agent acting on behalf of the vessel, in line with the ABF's requirements.

Local agents acting on behalf of the vessel Owner/ Master should be consulted to ensure compliance.

Australian Border Force (ABF) will apply fines and restrictions against the vessel & crew for late submissions.

6.1. Health

Prelude Terminal is located outside of Australian Biosecurity Zone, although Radio Pratique is NOT required for tankers calling at Prelude; where there is a health issue vessel Masters should alert the Australian government Health authorities via their Agent.

The Carrier's Master is expected to follow all guidance in place including the IMO Guidelines that require ships to report any cases of illness on board as early as possible before arrival at the relevant authority in the port or terminal.

7. Documentation required by the Prelude Operator

7.1. Conditions of Use

Masters of all ships using the Prelude Marine Terminal will be required to sign a copy of the Conditions of Use (COU) in acknowledgement of the ship's responsibilities and liabilities whilst calling at the Terminal. A copy of the COU can be found on the Prelude external website (https://www.shell.com.au/about-us/projects-and-locations/prelude-flng-marine-terminal) and in Appendix A.

On receipt of the 5 day notification, a copy signed by the terminal will be sent to the vessel Master. The Master is to sign and send the same back to the terminal at the same time. the same must be sent to the following addresses and the vessels respective lifter.

SDA-Prelude-Office-Lifting-Coordinator@shell.com
SDA-PreludeMarineTerminal@shell.com

7.2. Safety Letter

Prior to commencing cargo operations, Master shall read, agree and sign a copy of the Prelude Safety Letter, Ship / FLNG Safety Checklist

Ship / FLNG Safety Checklist and the requirement for its repeat checks will be the Terms of Reference (ToR) for the pre-loading meeting, which will be conducted between the Terminal Team and the designated responsible ships officer(s) either during, or on completion of, the connection of the loading arms, and prior to commencing cargo operations.

See Terminal Information Book "Pre-Loading Meeting" for information on the pre-loading meeting.

A copy of the Ship / FLNG Safety Checklist can be found in the Terminal Information Book Appendix.

7.3. Cargo Handling Agreement

Cargo Handling Agreement is also to be completed and signed during the pre-loading meeting, which will be conducted between the Terminal Team and the designated responsible ships officer(s) either during, or on completion of, the connection of the loading arms, and prior to commencing cargo operations.

Table 7-1 – Documentation Required by Prelude Terminal

Document	Where to find	When to submit
Conditions of Use (COU)	Terminal Regulations - Appendix / External Prelude Website	At least 5 days prior to berthing at the Prelude
Safety Letter	Terminal Information Book – Appendix	Prior to commencing cargo operations, letter expected to be handed to the Master as the TTL boards the vessel and then signed and handed over at the Ship Shore meeting.
Ship / FLNG Safety Checklist	Terminal Information Book – Appendix	Prior to commencing cargo operations, and after the pre-loading meeting between the TTL, LTT and the designated responsible ships officer(s), which will be conducted either during, or on completion of, the connection of the loading arms.
Cargo Handling Agreement	Terminal Information Book – Appendix	

7.4. Sloshing Risk Assessment (Membrane LNG vessels)

As part of the Compatibility Assessment process the vessel operator will be required to demonstrate their assessment of 'sloshing' risk. The Prelude Marine Terminal Coordinator and Compatibility Assessor are to be advised during the Assessment stage of any class enforced operating restrictions for the nominated LNGC to safely load at Prelude FLNG Marine terminal.

It is the Vessel Operator's responsibility to engage with their relevant Classification Society to ensure the vessel operates within class recommendations for membrane type LNG vessels loading at "exposed terminals" where sloshing is deemed a risk. N.B This is mandatory requirement for some classification societies.

The Prelude Terminal environmental parameters are detailed in OPS_GEN_004647 Prelude FLNG Terminal Information Book – LNG.

Reference OPS_PRE_013666 – Guidance on Conducting Sloshing Risk Assessment for operators of membrane LNG tankers.

8. Vessel Movement Notices

Masters of all vessels scheduled to use Prelude Terminal must provide the notices provided below. The format of these notices, including subject line, must follow the format template provided.

8.1. Delays to ETA

If the Master is of the opinion the vessel will not arrive at the agreed ETA, the below parties shall be notified as soon as possible to effectively manage Prelude's production and storage availability.

- Any change in ETA on Departure notice of more than twelve (12) hours, must be advised immediately.
- Any change in ETA on Seven, Five- and Three-Day notices of more than six (6) hours, must be advised immediately.
- Any change in ETA on Two Day notice of more than four (4) hours, must be advised immediately.
- Any change in ETA more than two (2) hours, within the final 24 hours, must be advised immediately.

Additionally, for LNGC, if the Master is of the opinion that the vessel will not arrive at Prelude ready to commence bulk loading within 90 minutes of cooling the loading arms, the LNGCs pipework and tanks, the above parties shall be notified as soon as possible.

8.2. Format of Messages

The format of the below notices, including subject line, shall be followed. All times to be reported in AWST (Australia Western Standard Time {GMT+8})

8.2.1. Departure Notice

A Departure Notice is to be sent immediately on departure of the vessel from the unloading port, dry-dock, repair or other point of departure on route to Prelude, giving the estimated date and time of arrival of the vessel at Prelude ("ETA").

8.2.1.1. Departure Notice Format:

Subject Line: Vessel Name / Departure Notice / Cargo Number / ddmmmyy

AA: Vessel Name & Call Sign:

BB: Country of Registration:

CC: Departure Port / Country:

DD: ETA (AWST) at Prelude Pilot Boarding Ground: (hh:mm, ddmmmyy)

EE: Earliest possible ETA (AWST) at Pilot Station: (hh:mm, ddmmmyy)

FF: Estimated Load quantity (m3) by grade:

GG: Cooldown required (For LNGC): (Y/N – if Y, state time required in hours)

HH: Comments: (Details of any operational deficiencies that may affect loading operations at Prelude should be entered here).

8.2.2. Seven Day Notice

Seven Day Notice - to be sent one hundred and sixty-eight (168) hours prior to the ETA stated in the Departure Notice, confirming, or amending the vessel's ETA. A corrected ETA shall be given promptly if this ETA changes by more than six (6) hours.

If, for whatever reason, a Departure Notice has not been issued, the Seven Day Notice will be sent one hundred and sixty-eight (168) hours prior to the required arrival time.

8.2.2.1. Seven Day Notice Format:

Subject Line: Vessel Name / 7 Day Notice / Cargo Number

AA: Vessel Name & Call Sign:

BB: Country of Registration:

CC: ETA (AWST) at Prelude Pilot Station: (hh:mm, ddmmmyy)

DD: Earliest possible ETA (AWST) at Pilot Station: (hh:mm, ddmmmyy)

EE: Estimated Arrival Draft:

FF: Estimated Departure Draft:

GG: Length, beam and displacement of ship on arrival:

HH: Estimated Load quantity (m3) by grade:

II: Cooldown required (For LNGC): (Y/N – if Y, state estimated arrival equator / tank temperatures, time required in hours, estimated LNG quantity required and attach a copy of the vessel's cooldown tables and cooldown procedure)

JJ: Comments: (Details of any operational deficiencies that may affect loading operations at Prelude should be entered here).

8.2.3. Five Day Notice

Five Day Notice - to be sent one hundred and twenty (120) hours prior to the ETA, as stated in the Seven Day Notice, confirming, or amending the ETA stated in the Seven Day Notice. A corrected ETA shall be given promptly if this ETA changes by more than six (6) hours.

8.2.3.1. Five Day Notice Format:

Subject Line: Vessel Name / 5 Day Notice / Cargo Number

AA: Vessel Name & Call Sign:

BB: Country of Registration:

CC: ETA (AWST) at Prelude Pilot Station: (hh:mm, ddmmmyy)

DD: Earliest possible ETA (AWST) at Pilot Station: (hh:mm, ddmmmyy)

EE: Estimated Arrival Draft:

FF: Estimated Departure Draft:

GG: Length, beam and displacement of ship on arrival:

HH: Estimated Load quantity (m3) by grade:

II: Cooldown required (For LNGC): (any update to information sent on 4 day message.)

JJ: Comments: (Details of any operational deficiencies that may affect loading operations at Prelude should be entered here).

KK: LNG Membrane ships: CTMS snapshot at 0800 Hrs daily until vessel all fast.

KK: LNG Moss Ships: CTMS snapshot and equator temperature snapshot from vessel IAS at 0800 daily until vessel all fast.

8.2.4. Three Day Notice

Three Day Notice - to be sent seventy-two (72) hours prior to the ETA set out in the Five-Day Notice, confirming or amending the ETA set out in the Five Day Notice. A corrected ETA will be given promptly if this ETA changes by more than six (6) hours.

8.2.4.1. Three Day Notice Format:

Subject Line: Vessel Name / 3 Day Notice / Cargo Number

AA: Vessel Name & Call Sign:

BB: Country of Registration:

CC: ETA (AWST) at Prelude Pilot Station: (hh:mm, ddmmmyy)

DD: Earliest possible ETA (AWST) at Pilot Station: (hh:mm, ddmmmyy)

EE: Estimated Arrival Draft:

FF: Estimated Departure Draft:

GG: Length, beam and displacement of ship on arrival:

HH: Estimated Load quantity (m3) by grade:

II: Cooldown required (For LNGC): (Y/N – if Y, state time required in hours / estimated quantity required and attach a copy of the vessel's / cooldown procedure).

JJ: Comments: (Details of any operational deficiencies that may affect loading operations at Prelude should be entered here).

KK: LNG Membrane ships: CTMS snapshot at 0800 Hrs daily until vessel all fast.

KK: LNG Moss Ships: CTMS snapshot and equator temperature snapshot from vessel IAS at 0800 daily until vessel all fast.

8.2.5. Two Day Notice

Two Day Notice - to be sent forty-eight (48) hours prior to the ETA stated in the Three-Day Notice confirming or amending the ETA stated in the Three-Day Notice. A corrected ETA shall be given promptly if this ETA changes by more than four (4) hours.

8.2.5.1. Two Day Notice Format:

Subject Line: Vessel Name / 2 Day Notice / Cargo Number

AA: Vessel Name & Call Sign:

BB: Country of Registration:

CC: ETA (AWST) at Prelude Pilot Station: (hh:mm, ddmmmyy)

DD: Earliest possible ETA (AWST) at Pilot Station: (hh:mm, ddmmmyy)

EE: Estimated Arrival Draft:

FF: Estimated Departure Draft:

GG: Length, beam and displacement of ship on arrival:

HH: Estimated Load quantity (m3) by grade:

II: Cooldown required (For LNGC): (Y/N – if Y, state time required in hours / estimated quantity required and attach a copy of the vessel's / cooldown procedure)

JJ: Comments: (Details of any operational deficiencies that may affect loading operations at Prelude should be entered here).

KK: LNG Membrane ships: CTMS snapshot at 0800 Hrs daily until vessel all fast.

KK: LNG Moss Ships: CTMS snapshot and equator temperature snapshot from vessel IAS at 0800 daily until vessel all fast.

8.2.6. 24 Hour Notice

24 Hour Notice - to be sent twenty four (24) hours prior to the ETA stated in the Two Day Notice, confirming or amending the ETA stated in the Two Day Notice. A corrected ETA shall be given promptly if this ETA changes by more than two (2) hours.

8.2.6.1. 24 Hour Notice Format:

Subject Line: Vessel Name / 24 Hour Notice / Cargo Number

AA: Vessel Name & Call Sign:

BB: Country of Registration:

CC: ETA (AWST) at Prelude Pilot Station: (hh:mm, ddmmmyy)

DD: Earliest possible ETA (AWST) at Pilot Station: (hh:mm, ddmmmyy)

EE: Estimated Arrival Draft:

FF: Estimated Departure Draft:

GG: Length, beam and displacement of ship on arrival:

HH: Estimated Load quantity (m3) by grade:

II: Cooldown required (For LNGC): (Y/N – if Y, state time required in hours / estimated quantity required and attach a copy of the vessel's / cooldown procedure)

JJ: Any defects of hull, machinery or equipment that could adversely affect safe operations or delay commencement of cargo handling.

KK: Verify the following systems have been tested / inspected and fully operational:

All navigation Equipment: Y / N

All LSA & FFA defect free, in good working order and ready for operation: Y / N

All mooring equipment, inc mooring lines, messengers: Y / N

Main Engines and Steering Gear: Y / N

Cargo containment, measurement and control system, including Hi / Low level and pressure alarms: Y / N

Gas and fire detection systems: Y / N

ESD system: Y / N

All Remotely operated valves: Y / N

Cargo valves and confirmed not passing: Y / N

Manifold crane(s) operational with competent operator available (for spool piece transfer): Y / N

Ballast water management (BWTS or exchange completed) in compliance to Australian Bio Security Act: Y / N

LL: If fitted with an inert gas system, confirmation that the ship's tanks are in an inert condition and that the system is fully operational (Only required after refit):

MM:

KK: LNG Membrane ships: CTMS snapshot at 0800 Hrs daily until vessel all fast.

KK: LNG Moss Ships: CTMS snapshot and equator temperature snapshot from vessel IAS at 0800 daily until vessel all fast.

NN: Verification that Sloshing Risk Assessment has being received and implemented into cargo plan (LNG Membrane Carriers):

PP: Comments: (Details of any operational deficiencies that may affect loading operations at Prelude should be entered here).

Notice	Where to find the format	When to submit
Five Day Notice	Prelude FLNG Terminal Regulations	one hundred and twenty (120) hours prior to the ETA, as stated in the Seven Day Notice
Three Day Notice	Prelude FLNG Terminal Regulations	seventy-two (72) hours prior to the ETA set out in the Five-Day Notice
Two Day Notice	Prelude FLNG Terminal Regulations	forty-eight (48) hours prior to the ETA stated in the Three-Day Notice
24 Hour Notice	Prelude FLNG Terminal Regulations	twenty-four (24) hours prior to the ETA stated in the Two-Day Notice
Notice of Readiness	Vessel voyage orders	When the vessel a) has arrived at the Pilot Boarding Ground or such other point located at or proximate to Prelude as may be advised by the Prelude Operator. b) has received all necessary clearances; and c) is able to receive cargo for loading

All notices of vessel movements described above shall be sent via electronic mail (email) to the following parties:

Party	Email address	Telephone
Prelude Marine Control	SAFLNG-PreludeMarineControl@shell.com	+61 8 6383 1728
Prelude Marine Terminal Coordinator (Prelude Operator)	SDA-PreludeMarineTerminal@shell.com	+61 8 9338 6598
Prelude Pilots	Prelude-TTL@shell.com; Prelude-LTT@shell.com	
Compatibility	Prelude-compatibility@shell.com	
Lifting Coordinator	SDA-Prelude-Office-Lifting-Coordinator@shell.com	+61 435 696 859
Prelude Storage & Loading	Prelude-S-L-Area-Lead@shell.com	+61 8 6383 1711

9. Operational Requirements

9.1. Compulsory Pilotage

Pilotage is compulsory for all vessels arriving and departing at Prelude.

The Terminal Team Lead (TTL) is the terminal's representative onboard the vessel. He/she is supported by the Lead Terminal Technician(s).

All vessels shall stay at least six (6) nautical miles north of Prelude until such time they are requested to proceed to the Pilot Boarding Ground.

9.2. Pilot Boarding Ground

The Pilot Boarding Ground is two nautical miles directly astern of Prelude and/ or as advised by the TTL once radio contact is made.

9.3. Personnel Transfer

The vessel shall adopt a course and speed as directed by TTL or the Infield Service Vessel (ISV) Master.

Pilot boarding arrangement as directed by the TTL must always be rigged on the port side of the offtake tankers. Appropriate lee must be given (made) by the offtake tanker for the safe approach of the ISV and boarding of Prelude's personnel.

The following personnel will board the vessel at the Pilot Boarding Ground (unless otherwise advised beforehand):

a) Terminal Team Lead (TTL) who will conduct the pilotage and berthing of the vessel. They will additionally act as the Prelude representative on-board the vessel during the loading operation,

b) 2 x Lead Terminal Technician (LTT) who will assist the TTL.

9.4. Accommodation for Prelude Personnel onboard the Vessel

The vessel is required to provide victualing and officer class accommodation for personnel upon arrival at the Pilot Boarding Ground, until FAOP:

Additional personnel may at times be required by Prelude Operator to board vessels. The TTL will advise numbers on such occasions.

9.5. Prelude Personnel Embarked on the Vessel

The Terminal team will remain on board the vessel throughout its stay alongside Prelude to liaise and assist the vessel's Master and crew to:

- Manoeuvre the vessel to the berth,
- Berth at (and un-berth from) Prelude,
- Connect and disconnect the cargo transfer systems,
- Communicate between Prelude Terminal and the vessel cargo watch-keeper
- Oversee and ensure the overall safety of the total operation whilst within the 1500m safety zone, and
- Witness and verify cargo measurements, including volume determination, temperature, pressure, list, trim and to prepare Independent report for Operator and Lifter.

9.6. Responsibilities of Master when TTL is on-board the vessel

All berthing, mooring and unmooring operations near Prelude are to be conducted with the TTL on board the vessel to advise the Master of the vessel's manoeuvring and mooring/unmooring operations.

The Master or one of his or her qualified deck officers must be always on the bridge while the Tanker is being maneuvered.

The Master always remains in command of his vessel and is fully responsible for its operation, including the safety of personnel on board. With the Master's agreement, the TTL's advice will take the form of direct instructions, which the Master will monitor in the case of helm or engine orders, for example, and pass on to his officers in the case of line deployment etc. If the Master does not agree with a TTL's directions or actions he may question or countermand such directions or actions.

9.7. Infield Support Vessels (ISV)

Vessels calling at Prelude shall be assisted throughout their stay by multipurpose ISV's.

The ISVs shall be under instruction from the TTL, in conjunction with the Offtake carrier's Master.

See Terminal Information Book for a detailed description of ISV arrangements during berthing, cargo transfer and un-berthing of the vessel.

9.8. Spool Pieces for LNGCs and LPGCs

Due to the operability of the Prelude's Marine Loading Arms (MLAs) there is a requirement for LNGCs and LPGCs off-taking cargo from Prelude to have a set of spool pieces fitted to their port manifold.

Prelude will provide 3 spool pieces (2 liquid and 1 vapour for LNGC; 2 liquid and 1 vapour for LPGC) for the duration of each operation. The spool pieces are specific to the Prelude's MLAs and have an integrated targeting cone to assist in their positioning and securing.

Each spool piece is housed in its own integrated lifting basket, weighing a total of approximately 1.1 tonnes. These spool pieces shall be transferred to the LNGCs and LPGCs from the ISV on each occasion that the vessel calls at Prelude, and returned to the ISV once the vessel has departed and is clear of Prelude.

On completion of personnel embarkation onto the LNGC/LPGC , the ISV shall manoeuvre as required to enable the LNGC or LPGC port side amidships / manifold crane to hoist the spool pieces from the aft deck of the ISV.

The vessel is required (on arrival) to provide a responsible Officer, competent crane operator and a number additional personnel to assist in connecting the spool pieces to the vessels manifold under the guidance of the Prelude's Lead Terminal Technician (LTT).

Full step by step details of the spool piece fitting are detailed in the Terminal Information Book.

9.9. Crane

The LNGC and LPGC shall have a crane on the port side with a minimum safe working load (SWL) of 5 tonnes, while Condensate Carriers are required to have a crane on the starboard side with a minimum safe working load of 15 tonnes. Vessel shall in all respects be ready to lift the following on arrival at Prelude:

	LNGCs and LPGCs	Condensate Tankers
Equipment to be transferred	Two (2) tool box containing all necessary hand tools, nuts, bolts, and gaskets Three (3) steel baskets containing the LNG/LPG loading arm targeting spools weighing approximately 1.1 tonnes each	Two (2) tool box containing all necessary hand tools, nuts, bolts, and gaskets weighing approximately 1.0 tonnes from the aft deck of the ISV.

Table 9-1 – Equipment to be transferred for offtakes

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To prevent waiting time, all vessel permits and risk assessments required to lift and fit the tool box and hose should be prepared and available prior to the TTL / LLT's arrival on board.

9.10. Style 80 Recovery In Event Of ESD 2 on LNGCs and LPGCs

In the event of an ESD 2 activation on LNGC or LPGC the carrier shall remain at the terminal or vicinity and is to liaise with the Terminal Team to remove the style 80 from the carrier and return to Prelude and complete the offtake as may be required. (Refer to Work Instruction for Reconnection of LNG/LPG Loading Arms after ESD2- OPS_PRE_014437).

9.11. Marine Services Offered at Prelude

Prelude offers the following Marine Services for a flat fee per vessel arrival at the FLNG Facility, determined annually:

- Berthing and un-berthing assistance by ISVs
- Pilotage service provided by the TTL
- Loading Master services
- Navigational Aids
- Maintenance of a safe berth (fenders, mooring arrangements, etc.)

Any service and/or facilities provided by Prelude Operator including, but not limited to, the services of a Terminal Team ISVs and their crews, or mooring and loading equipment, shall be at the vessel's sole risk.

9.12. Services not offered at Prelude

The following services are not available at Prelude:

- Stores / spares / victualing
- Bunkers (of any type)

- Freshwater
- Crew change
- Shore leave
- General hospital or dental services other than emergency medical care as agreed
- Garbage, waste liquid, slops or ballast water reception
- Telephone, accommodation, laundry
- Customs or quarantine
- Ships agency, repairs, surveying

9.13. Marine Services Fee

The operator of the vessel shall pay to the Prelude Operator a Marine Services Fee for the Marine Services, as outlined in Section 9.11., within 30 days of the receipt of Prelude Operator's invoice. Details of the Marine Services Fee can be obtained from the vessel's shipping agent.

9.14. Invoicing and Payment Procedures

Marine Service Fees will be made for and recovered from the Vessel operator by the Prelude Operator.

10. Agents

Prelude Terminal does not perform any general agency work. Therefore, the Vessel owner(s)/charterer(s) must appoint a vessel's agent in Australia.

Gulf Agency Company (Australia) Pty Ltd (GAC) is the preferred agent for Prelude.

Table 10-1 – GAC Agent Contact Information

Company	Gulf Agency Company (Australia) Pty Ltd
Website	http://www.gac.com/australia
Email	shipping.fremantle@gac.com
Phone	Tel: +61 8 9456 3017

It is the Charterer's responsibility to ensure that their agent is aware of the requirements of Prelude and has submitted all necessary documents to the Prelude Operator and the Office of Lifting Coordinator prior to the vessel arriving at the Pilot Boarding Area.

11. Cargo Inspection

11.1. Cargo Inspectors

The Prelude Operator will appoint an independent and reputable Inspector that is recognized in the oil & gas industry and has appropriate accreditation from NATA, ISO or a similar organization.

The Inspector's role is to verify and record the activities involved in offtake operations between the Prelude and the Vessel to determine the quantity and quality of the product transferred, in accordance with international and industry standards.

Additional Third Party Inspectors are not generally accepted at Prelude. Any requests for additional inspection services should be made by Lifters following the prescribed process in the relevant Lifting Agreement. Any delays caused by such inspectors shall be considered delays caused by the Vessel.

11.2. Indicative Cargo Quality

Table 11-1 – Indicative LNG cargo quality

Product Characteristics	Expected Quality
N2 (mol%)	<1.0
C1 (mol%)	>83.0
C2 (mol%)	<13.0
C3 (mol%)	Typically 2.0-4.5
C4+ (mol%)	<2.0
C5+ (mol%)	<0.1
CO2 (mol%)	<50ppm
H2S (mg/Nm3)	<4
Total Sulphur (mg/Nm3)	<10
Solids or other impurities	None in such quantities as shall interfere with receipt of LNG or use of LNG for conventional commercial or residential gas supply or power generation. 60 Mesh strainers will typically be used. The lifter may request finer strainers than 60 mesh for exceptional circumstances. These must be provided by the vessel and requested via the change request process with the Lifting Coordinator.

Table 11-2 – Indicative LPG cargo quality (C3 / Propane)

Production Characteristics	Propane Expected Quality
C2 (vol%)	Max 2.0
C3 (vol%)	Min 95.0
C4+ (vol%)	Max 2.5
C5+ (vol%)	Max 0.1
Unsaturates (vol%)	Max 0.1
Vapour Pressure at 37.8°C, kPag	Max 1379
Corrosive compounds - Copper Strip pass	1a
Total Sulphur, ppm	Max 30
Hydrogen Sulphide, ppm (Note A)	Max 5
Residual ppm wt At 75°C At 105°C	 Max 60 Max 10
Water Content (total), ppm	Max 10
Free water content	Dry

Table 11-3 – Indicative LPG cargo quality (C4 / Butane)

Production Characteristics	Butane Expected Quality
C3 (vol%)	Max 2.0
C4 (vol%) (minimum)	-
C5+ (vol%)	Max 1.0
Unsaturates (vol%)	Max 0.1
Vapour Pressure at 37.8°C, kPag	Max 483
Corrosive compounds - Copper Strip pass	1a
Total Sulphur, ppm	Max 30
Hydrogen Sulphide, ppm (Note A)	Max 5
Residual ppm wt At 75°C At 105°C	 Max 60 Max 10
Water Content (total), ppm	Max 10
Free water content	Dry

Table 11-4 – RVP Condensate

Product Characteristics	Expected Quality
RVP (psia)	Max 10

Note: Test methods will be in accordance with the Measurement Standards used at Prelude on the loading date.

11.3. Off Spec and Non-Conforming LNG Cargoes

The Terminal may suspend loading if any cargo is suspected or determined to be non-conforming or off specification. However, the Terminal will immediately suspend loading if any LNG cargo that has been loaded, is being loaded or is to be loaded is suspected to be non-conforming unless unsafe to do so.

11.4. Cargo Documentation and Inspection

Early Departure Procedures (EDP) applies to all products and is the preferred process to avoid delays to departure.

If EDP is enacted, by authorization being provided by the vessel Master prior to commencement of loading, then the TTL will only provide a Provisional Cargo Manifest, Letter of Protest (if any), Timesheet, before the vessel departure.

The remaining documents, as outlined below, will be generated in Perth after the vessel departure and forwarded to the vessel Agent to sign on behalf of the Vessel Master.

Cargo documentation generated after departure will include documents such as the:

- Bill(s) of Lading,
- Certificate of Quality,
- Certificate of Quantity,
- Certificate of Origin,
- Cargo Manifest,

a) For LNG, the provisional cargo manifest volume will be agreed by the TTL, Vessel Master and verified by the Independent Inspector, based on the Vessel CTMS output.

b) For LPG and Condensate, the provisional cargo manifest quantity will be issued based on vessel's loaded figures. The final documentation will be issued after vessel's departure..

c) Letters of Protest, if any, should be handed to the TTL for onward delivery to the Prelude Operator. The TTL will acknowledge receipt of the Letter of Protest only, and is not authorised to approve such letters or otherwise.

d) The TTL shall keep documentation detailing the times of all operations, delays, quantities loaded and arrival and departure drafts. Such documentation may include, but not be limited to, the Timesheet, Master/ Pilot exchange, Ship/ FLNG Safety Checklist etc.

e) Prior to the disembarkation of the TTL, the Vessel Master shall sight and verify the times and details contained in the documentation, sign the log in the space provided and affix the Vessel's official stamp thereto.

f) If the Master should so require, the TTL will sight, verify and sign, for receipt only, the Vessel's Record of Operations prior to disembarkation.

11.5. Environmental Commitments

Increase in flaring at Prelude FLNG due to offtake operations comes under scrutiny of the regulator. Therefore, in order to meet regulatory requirements, target vessel tank pressures during bulk loading are to be between 12-15kPa. HD compressors are not normally operated during LNGC loading.

12. HSSE Policy & Expectations

12.1. General

Whilst this policy and Life-Saving Rules are not compulsory for your officers and crew, we share these with you, as they apply to all Shell employees and contractors when on business or on Shell sites, and at all operations under Shell's operational control or governance.

12.2. Shell's Health, Safety and Environment Commitment and Policy

Shell has a commitment and Policy on Health, Security, Safety, the Environment (HSSE) and Social Performance (SP).

12.2.1. Commitment

In Shell we are all committed to:

- Pursue the goal of no harm to people;
- Protect the environment;
- Use material and energy efficiently to provide our products and services;
- Respect our neighbours and contribute to the societies in which we operate;
- Develop energy resources, products and services consistent with these aims
- Publicly report on our performance;
- Play a leading role in promoting best practice in our industries;
- Manage HSSE & SP matters as any other critical business activity; and
- Promote a culture in which all Shell employees share this commitment

In this way we aim to have an HSSE & SP performance we can be proud of, to earn the confidence of customers, stakeholders, shareholders and society at large, to be a good neighbour and to contribute to sustainable development.

12.2.2. Policy

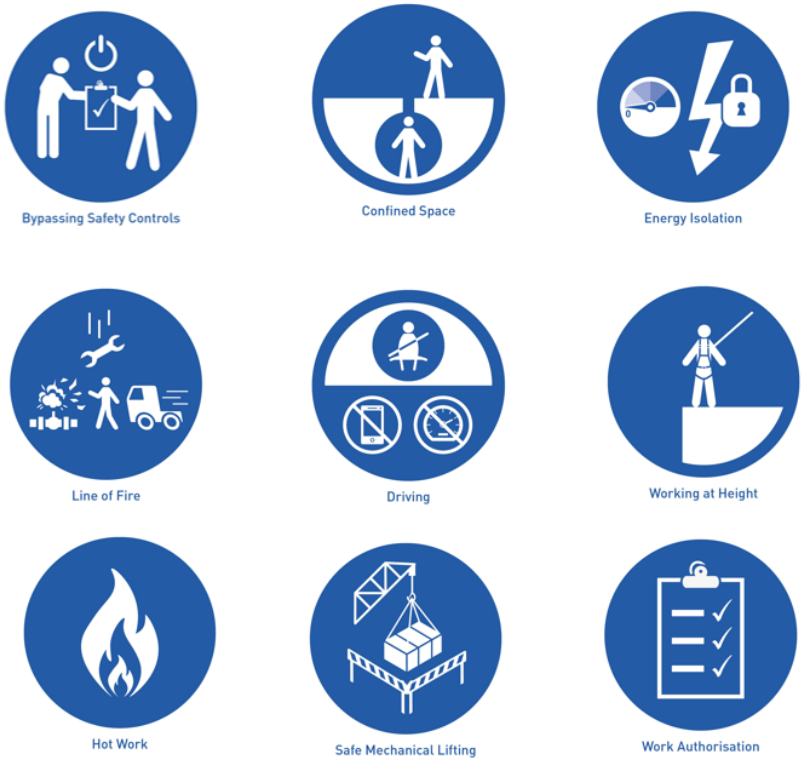
Every Shell Company:

- Has a systematic approach to HSSE & SP management designed to ensure compliance with the law and to achieve continuous performance improvement;
- Sets targets for improvement and measures, appraises, and reports performance;
- Requires contractors to manage HSSE & SP in line with this policy;
- Requires joint ventures under its operational control to apply this policy, and uses its influence to promote it in its other ventures;
- Engages effectively with neighbours and impacted communities; and
- Includes HSSE & SP performance in the appraisal of staff and rewards accordingly.

12.3. Life Saving Rules

Shell's 9 Life-Saving Rules

- Were introduced to save lives and make Shell a safer place to work;
- Set out clear and simple "dos" and "don'ts" covering activities with the highest potential for severe injury or death if safety rules are broken;
- Support our Goal Zero journey by driving a more compliant culture, underpinned by the three HSSE Golden Rules Comply, Intervene, and Respect.



13. Incident Reporting Requirements

Master's are required to report to TTL all incidents, near misses or potential incidents involving the offtake vessel or her crew, whilst the vessel is within Prelude's 1500m safety zone.

An incident is defined as an event which results in:

- Injury, illness or fatality,
- Damage to assets,
- Negative impact to the environment, or

- Negative impact to community

(An incident has occurred with consequences)

A near miss is defined as an incident that under slightly different circumstances could have caused:

- Injury, illness or fatality,
- Damage to assets,
- Negative impact to the environment
- Negative impact to the community

(An incident has occurred without consequences)

A potential incident is defined as an unsafe practice or hazardous situation that could result in an incident (An incident has not occurred)

For any incident involving their vessel, the Master is required to report to AMSA via their agent.

SDA-preludemarineterminal@shell.com must be copied in on any notifications to AMSA.

The Terminal is also obliged to make a report to AMSA for any events involving offtake tankers.

14. Emergency Procedures

Emergency Procedures can be found in the Terminal Information Book. All users of Prelude are expected to abide by these procedures.

15. Safety Inspection

Prior to commencing cargo operations, the TTL / LTT and a responsible Officer from the vessel shall jointly conduct a safety inspection of the ship to ensure that the ship is effectively managing its obligations, as detailed in the Ship / FLNG Safety Check List (Refer to the Terminal Information Book).

In the event that safety or compatibility requirements have not been met, loading operations will not commence until corrective action is satisfactorily implemented. Prelude may revoke the vessel's clearance to load if the deficiencies are not (or cannot be) rectified.

16. Embarking and Disembarking the Vessel

Except in the case of an emergency, no person other than Prelude marine team members may embark or disembark the vessel at Prelude without the Prelude Operator's prior approval, which may be withheld or be given subject to conditions.

17. Drug & Alcohol Policy

Prelude operates a ZERO TOLERANCE Drug and Alcohol Policy. No person/s onboard the Prelude or the vessel is allowed to be always under the influence of drugs and/or alcohol.

If the TTL suspects or believes that any of vessel's duty personnel are under the influence of drugs and/or alcohol, loading will be suspended.

The vessel must maintain and implement a written Drug & Alcohol policy meeting or exceeding the standards of the OCIMF Guidelines for the Control of Drugs and Alcohol on board Ship 1995, as amended from time to time.

The vessel's Drug & Alcohol policy must clearly

a) Define the disciplinary consequences of drug or alcohol impairment, test violation or refusal to test, up to and including termination of employment.

b) Provide that drug or alcohol impairment will result in the individual being immediately removed from his or her duties until no longer impaired by alcohol or drugs.

If the vessel does not have an instant dismissal policy because of drug or alcohol impairment, a return-to-work process must be followed in the case of an employee testing positive for drug or alcohol impairment.

If the vessel's Drug & Alcohol policy does not cover the sections (a) and (b) above, the Master must provide written confirmation that the vessel has processes in place to implement these requirements.

18. Security

18.1. ISPS Security Levels

At differing levels of security, the Prelude Terminal shall ensure that security is maintained through appropriate measures being taken at the terminal to identify and respond appropriately against security threats or incidents.

Declaration of Security is not normally issued at this Terminal, however, can be signed by the TTL if requested by the vessel.

18.1.1. ISPS Security Level 1

Level 1 indicates that there are no known local security threats to the planned and normal operations at the Prelude Terminal.

18.1.2. ISPS Security Level 2

Level 2 indicates that there are potential or known security threats that may disrupt the planned and normal operations at the Prelude Terminal in the immediate future.

18.1.3. ISPS Security Level 3

Level 3 indicates that unlawful and potentially hostile threats exist and that those threats are likely to have an imminent impact on planned and normal operations at the Prelude Terminal. Such threats may be made against Prelude Operator or the oil and gas sector at large rather than being made specifically against the Prelude Terminal.

At Level 3, Vessels arriving to load will not be accepted to the Prelude Facility and must remain outside Prelude 1500m safety zone.

If cargo operation is in progress, then this will be stopped and the vessel should vacate the berth as soon as practical, and enact its own internal security procedures.

18.2. Vessel Security Requirements

Prelude Terminal has in place an Offshore Facility Security Plan approved by the Australian Government in accordance with the Maritime Transport and Offshore Facilities Act (MTOFSA) 2003.

Vessels will only be accepted at Prelude Terminal if they have a valid International Ship Securities Certificate.

Vessels should follow the guidelines contained in their Ship's Security Plan to ensure the appropriate security level is always maintained. Prelude Terminal security level in force will be communicated to Tankers prior to arrival.

Security at the Prelude Terminal, being ~120 miles offshore, is not expected to be an issue. In the unlikely event of the vessel being boarded whilst at the Prelude berth, the vessel's Ship Security Plan should be enacted. The following actions are recommended.

- Sound the General Alarm
- Secure all personnel within the accommodation block and secure access
- Contact the Prelude TTL/OIM immediately

19. Marine Pollution

19.1. General

The requirements of

- MARPOL Regulations,
- Australian National legislation, and
- International Safety Management (ISM) code

shall be strictly always adhered to.

The vessels must be in possession of a valid Safety Management Certificate as required by the ISM Code.

The release of any hydrocarbon or noxious substance to the environment is prohibited.

All personnel should be aware that an oil spill may create a serious fire or explosion hazard, requiring enhanced safety awareness and precautions during the incident response.

19.2. Marine Pollution Prevention

Vessels shall adhere to the following rules whilst within the Prelude 1500m safety zone to minimize the risk of Marine Pollution:

- No discharge from machinery space, bilge or any other onboard space shall be made. Overboard discharge via the ODME / OWS shall be locked closed
- Food waste shall not be discharged to sea, including via the galley macerator
- Vessel shall limit or refrain from the internal transfer of any oil, slops, or bunker
- Scuppers and ‘save alls’ on board shall be effectively plugged and empty drip trays shall be put in position.
- Scuppers that are temporarily unplugged (for example, to drain clean rainwater from the cargo deck) shall be constantly and closely monitored. The scupper shall be re-sealed immediately.

19.3. Ship Oil Pollution Emergency Plan (SOPEP)

The SOPEP is a statutory requirement under International Maritime Organisation (IMO) and flag state regulation. No amendment or limitation to such a document can be made without prior approval by the relevant administration.

The Offtake Vessel Master must always adhere to this requirement, irrespective of Prelude Operator’s own procedures, even if the Offtake Vessel is within the Prelude 1500m safety zone.

19.4. Exhaust Gas Scrubbers

Vessels operating within the Prelude field are required to ensure that the Sulphur content of fuel oil should not exceed 0.5% m/m. Recognising that there are vessels that continue to operate with fuels having Sulphur content up to 3.5% m/m, the following are accepted to meet compliance requirements of MARPOL 73/78 Annex VI when operating within the Prelude field.

1. Use only compliant fuels meeting the sulphur content of 0.5% m/m or
2. Use alternate means to ensure that the emission ratio generated are within the stipulated requirements as laid down in IMO Res. MEPC.340(77)

The use of Open loop Exhaust Gas Cleaning Systems is prohibited.

Wash Water discharged whilst in field must meet the discharge criteria within MEPC.340(77)

Vessels must carry sufficient stocks of compliant fuels to meet emission ratios in case the vessel’s EGCS malfunctions during the port call.

If there is any failure of the EGCS, vessels must change over to using compliant fuels.

Each vessel that intends to use an EGCS must have an SO_x Emissions Compliance Plan (approved by the administration) and an up-to-date EGCS Record Book which shall be available for inspection upon request.

Vessels must also have a certificate of approval for its EGCS.

Any defects to vessel systems must be brought to the attention of the vessels flag state as well as the Australian Maritime Safety Authority by submission of the AMSA Form 18 and subsequently AMSA Form 19.

SDA-preludemarineterminal@shell.com must be copied in on any notifications to AMSA.

It is the responsibility of the vessels agents to ensure that all vessel masters are fully abreast of the requirements.

Closed loop Exhaust Gas Cleaning systems or Hybrid Systems (operating in closed loop mode) are acceptable as meeting the requirements of above.

19.5. Marine Pollution Response – Offtake Vessel

In accident and emergency situations the Offtake Vessel Master has the sole responsibility for any actions on board to minimise or limit the consequences of such a situation.

The Master, being responsible for the safety of his vessel and crew, is free to act based on his own assessment of the situation.

It should be remembered, however, the Prelude and associated emergency services, as well as the Offtake Vessel owner's shore-based support services, may provide valuable advice or assistance to control the situation. Co-operation will invariably be the most effective solution.

In case Prelude equipment and personnel assist with clean-up operations on Offtake Vessel master's request, all associated costs will be to the Offtake Vessel's account.

The Master is responsible for organising a pollution prevention team and response procedures as described in the Ship Oil Pollution Emergency Plan (SOPEP) Manual for incidents on, or from, his vessel. He is also responsible for ensuring his crew are familiar with these procedures and have suitable training and drill experience.

19.6. Marine Pollution Response – Prelude

Prelude Offshore Installation Manager (OIM) is solely responsible for initiating the Prelude oil spill response plan.

Nothing in the plan shall prevent the Offtake Vessel Master from assisting the Prelude OIM in dealing with such an incident if both parties agree.

Prelude OIM should consult the Offtake Vessel Master over the merit of disconnection. On many occasions control may be more effective if the Offtake Vessel remained connected. The ISVs may be utilised more effectively in a localised area.

19.7. Reporting of Marine Pollution

Whenever Marine Pollution occurs it is the duty of the person discovering the Pollution to immediately inform the Prelude OIM or Offtake Vessel Master, as appropriate, who shall immediately mobilise the relevant response teams and inform necessary parties.

Marine Pollution must be immediately reported, as outlined in Table 20.2, to the Department of Transport's (DoT) Maritime Environmental Emergency Response (MEER) duty officer, so that rapid response activities can be coordinated as appropriate.

Subsequently, the incident must be formally reported to the Department of Transport via the Marine Pollution Report (POLREP).

Table 19-1 – Marine Pollution Contacts

Maritime Environmental Emergency Response (MEER) duty officer for 24-hour rapid response	+61 8 9480 9924 (24hrs) +61 8 9480 9924 (24hrs)

	1300 863 308 (24hrs)
Marine Pollution Report (POLREP)	http://www.transport.wa.gov.au/mediaFiles/marine/MAC-F-PollutionReport.pdf

If the Offtake Vessel is outside the Prelude 1500m safety zone, the Offtake Vessel Master should contact the Australian authorities and report the incident. However, Prelude OIM should be kept informed of developments so he can fulfil his statutory duties.

If the Offtake Vessel is within the Prelude 1500m safety zone or connected to Prelude, Prelude will be responsible for any reporting requirements of the Australian authorities, irrespective of the source of pollution. However, the Offtake Vessel Master shall, in addition, carry out his flag state statutory obligations to report an incident from his own vessel.

Prelude OIM is solely responsible for reporting any pollution incident arising from Prelude or the loading hose.

Table 19-2 – Marine Pollution Roles & Responsibilities

Offtake Vessel Location	Source of Pollution	Offtake Vessel Master	Prelude OIM
Outside the Prelude 1500m safety zone	Offtake Vessel	• Initiate Vessel's SOPEP • Inform Prelude OIM • Inform MEER Duty Officer • Fill out POLREP • Comply with flag state statutory obligations to report the incident	• Initiate Prelude's SOPEP
Within the Prelude 1500m safety zone	Offtake Vessel	• Initiate Vessel's SOPEP • Inform Prelude OIM • Comply with flag state statutory obligations to report the incident	• Initiate Prelude's SOPEP • Inform MEER Duty Officer • Fill out POLREP
	Prelude or the loading hose	• Initiate Vessel's SOPEP • Comply with flag state statutory obligations to report the incident	• Initiate Prelude's SOPEP • Inform Offtake Vessel Master • Inform MEER Duty Officer • Fill out POLREP

20. Compliance with Shell General Business Principles

All users of Prelude are required to have actual knowledge of:

- the Shell General Business Principles, available at www.shell.com/sgbp and
- the Shell Global Helpline, available at http://www.shell.com/home/content/aboutshell/who_we_are/our_values/compliance_helpline

Each user agrees that it will adhere to the principles contained in the Shell General Business Principles (or where the user has adopted equivalent principles, to those equivalent principles) in all its dealings with Shell in connection with its use of Prelude and related matters.

A user will notify Shell immediately if it becomes aware of any behaviour by staff of Shell or the user which is, or may be, inconsistent with the Shell General Business Principles or where the user has

adopted equivalent principles, their equivalent. A user may make use of the Shell Global Helpline to report any suspected violations of the above.

Appendix A: Terminal Conditions of Use (To Be Signed By Vessel Master)

BETWEEN SHELL AUSTRALIA PTY LTD (ACN 009 663 576) (as agent for and on behalf of the Joint Venturers) and the **VESSEL INTERESTS**

1. Definitions and Interpretation

1.1 Definitions

In these Conditions of Use unless a contrary intention appears evident in the text:

Term	Definition
"Company"	Means the operator from time to time of the FLNG Facility under the Prelude JOA.
"Company Personnel"	Means the directors, officers, employees, agents and contractors of the Company, including without limitation the FLNG Facility Representative (but not when acting in his capacity as a pilot).
"Company Property"	Means any plant and equipment owned by or under the care and control of the Company.
"Condensate"	Means a mixture of liquid hydrocarbons extracted from Natural Gas composed principally of pentanes and heavier hydrocarbons.
"Conditions of Use"	Means the terms and conditions of this Agreement.
"Facility Services"	Means permitting access to the FLNG Facility and all and any services (with or without goods or other property) of any description (whether compulsory or voluntary) provided or performed (whether or not for consideration) by or on behalf of the Joint Venturers at or on or about the FLNG Facility and its approaches and/or the Vessel, or in the proximity of the FLNG Facility as such area is defined in the FLNG Facility Regulations, directly or indirectly in connection with the production and loading of LNG, LPG or Condensate from the FLNG Facility, including pilotage, pilot transportation, towage, navigation, berthing, mooring, loading, communications, watch or other services, assistance, direction, advice, instruction or other conduct whatsoever (save that towage, pilotage and pilot transportation are the responsibility of Vessel Interests when those services are being provided to the Vessel).
"FLNG Facility Regulations"	Means such rules, procedures, facilities, guides and/or operations manuals issued from time to time by the Company or any applicable Government relating to or in connection with activities in or around the FLNG Facility.
"FLNG Facility Representative"	Means the loading master (being the person who supervises loading operations at and around the FLNG Facility) and any other person nominated by the Company.
"FLNG Loading Facilities"	Means the LNG, LPG and Condensate loading facilities (or all of them) and all associated loading facilities, cranes and other equipment or facilities, owned or controlled by, and operated on behalf of, the Joint Venturers.
"Government"	Means the government of Australia, Western Australia, and any relevant local government authority in Australia that has legal authority over the parties or all or part of the FLNG Facility.

Term	Definition
“Joint ventures’”	Means the relevant joint venturers from time to time having an interest in the FLNG Facility pursuant to the Prelude JOA, as amended, and the successors in interest of those joint venturers or the assignee of any interest of those joint venturers.
“Joint Ventures’ Personnel”	Means the directors, officers, employees, agents and contractors of the Joint ventures’.
“LNG”	Means Natural Gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.
“Master”	Means the person so designated in the ship’s official logbook on board the Vessel.
“Natural Gas”	Means a naturally occurring mixture of one or more hydrocarbons which normally exist as a gaseous state at 101.325kPa absolute and at a temperature of 15º Celsius and may naturally contain one or more impurities including mercury, sulphur, hydrogen sulphide, mercaptans, nitrogen, helium, carbon dioxide and other gases.
“Prelude JOA”	Means the agreement entitled Prelude Development Joint Operating Agreement entered into between the parties to that agreement.
“Third Party”	Means any person other than the Vessel Interests, the Vessel Personnel, the Company, the Company Personnel, the Joint ventures’ and the Joint Ventures’ Personnel but, does not include the Master, pilot, officers and crew of any Vessel.
“Vessel”	Means any vessel at the FLNG Facility and its approaches for the purpose of loading LNG, LPG or Condensate from the FLNG Facility or otherwise using Facility Services.
“Vessel Interests”	means, jointly and severally, the Vessel, her owners, charterers (time, voyage, demise or otherwise), operators, managers and Master.
“Vessel Personnel”	Means the respective directors, officers and employees (including Master, pilot, officers and crew), agents and contractors of each of the Vessel Interests, and all persons employed engaged or present on a Vessel authorised by the Company to use the FLNG Facility.

INTERPRETATION

In the Conditions of Use:

where the context permits, the singular includes the plural and the plural includes the singular;

a week is seven (7) consecutive days;

a Day is twenty four (24) consecutive hours;

words importing a gender include every gender;

direction includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Company may make, give or issue pursuant to the Conditions of Use;

month means a calendar month;

person includes any association of persons either incorporated or unincorporated; and

reference to the word include or including is to be construed without limitation.

In the Conditions of Use, performance of an obligation of any kind by the Vessel Interests must be carried out at the Vessel Interests' cost unless the Conditions of Use state otherwise.

If the Company makes any payment or incurs any cost of any kind or otherwise incurs any liability in meeting any obligation of the Vessel Interests pursuant to the Conditions of Use, the payment so made or the cost so incurred becomes a debt then due and owing by the Vessel Interests to the Company.

Where the Conditions of Use, expressly or impliedly:

allow the Company a discretion as to whether or not to do any act or thing of any kind, or as to how it may be done; or

confer on the Company a power of determination, or a right of opinion, satisfaction, or the like,

that discretion, power, or right is absolute unless the Conditions of Use state otherwise.

The Company enters into the Conditions of Use as agent for and on behalf of each of the Joint Venturers severally and these Conditions of Use will be read and construed accordingly. Notwithstanding the above:

the Vessel Interests agree to deal with the Company in relation to the due performance of the Conditions of Use; and

the Company is entitled to enforce the Conditions of Use on behalf of all Joint Venturers. For that purpose the Company may commence proceedings in its own name to enforce all obligations and liabilities of the Vessel Interests and to make any claim which any Joint Venturer may have against the Vessel Interests.

Tug masters, ship pilots and the crews of tugboats used to convey ship pilots to or from the Vessel are considered as Vessel Personnel from the time of their departure from the normal place of berth or place of waiting to provide ship towage services or ship pilotage services or to render assistance to a Vessel until they complete or discontinue providing those services and have returned to their normal place of berth or place of waiting.

If the Vessel Interests comprise more than one person or body corporate, the Conditions of Use bind each such person or body corporate (together with their respective successors and permitted assigns) jointly and severally and will be read and construed accordingly.

PERFORMANCE OF FACILITY SERVICES

2.1 The provision of the Facility Services and the performance of any Facility Services is undertaken by the Company (and the Joint Venturers) in consideration of, and accepted by the Vessel Interests, upon and subject to the terms and conditions set out in these Conditions of Use.

2.2 The Company must charge the Vessel Interests for the provision of the Facility Services and the performance of the Facility Services. Vessel Interests must pay for the Facility Services charged within thirty (30) days of receipt of an invoice from the Company.

CONDITIONS OF USE

3.1 The Vessel Interests must, when using the FLNG Facility, conduct all operations safely and expeditiously, and must vacate the FLNG Facility as soon as practicable after the provision of Facility Services are completed. The Vessel Interests must, and must ensure that all Vessel Personnel, observe all statutory requirements and regulations as well as

any rules or procedures issued by the Company from time to time, including the FLNG Facility Regulations.

3.2 The Company may withhold the commencement of, suspend or terminate the provision of the Facility Services and require the removal of any Vessel from the FLNG Facility, or take any other action the Company considers appropriate (by direction of the FLNG Facility Representative or other authorised representative), where:

in the opinion of the Company such action is required for the safety of the FLNG Facility, the Vessel, the Company Personnel, the Joint Venturers' Personnel, the Vessel Personnel or any other vessel or Third Party;

there is any breach of the Conditions of Use, the FLNG Facility Regulations, or any statutory requirements and regulations;

there are defects in the Vessel or the Vessel's equipment, manning or operations which, in the reasonable opinion of the Company, present a hazard to FLNG Facility or operations relating to the FLNG Facility, the Company Personnel, the Joint Venturers' Personnel or any Third Party;

the Vessel fails to use satisfactorily the available FLNG Loading Facilities and thereby, in the opinion of the Company, constitutes an unacceptable constraint on the Company's operations; or

weather, safety or security conditions are outside, or are likely to be outside, what is in the opinion of the Company normal operating limits.

3.3 The Company, the Company Personnel, the Joint Venturers and the Joint Venturers' Personnel (in whatever capacity they may be acting) are not liable for any costs, losses, damage or liability incurred by the Vessel or the Vessel Interests as a result of a refusal to load all or part of a nominated cargo, delay or suspension of loading, or a requirement to vacate the FLNG Facility or other action arising from Section 3.20 or Section 3.20 of this Conditions of Use, and the Vessel Interests release the Company, the Company Personnel, the Joint Venturers and the Joint Venturers' Personnel from such costs, losses, damage or liability.

3.4 In all circumstances the Vessel Interests remain solely responsible for the safety, condition, operations and proper navigation of the Vessel and her appurtenances and cargo, including pilotage, towage, navigation, berthing, mooring and unmooring, manoeuvring, connecting and disconnecting of hoses (including hard loading arms, as applicable), ballasting, prevention and control of pollution or contamination, pollution or contamination remediation, and safety.

3.5 All Company Personnel and Joint Venturers' Personnel employed or contracted in connection with the performance of the Facility Services are supplied upon the condition that the presence of those personnel in or about the FLNG Facility or the Vessel and otherwise in connection with the performance of Facility Services in no way relieves the Vessel Interests of any obligation, responsibility or liability in connection with the safety, security, condition, operations or proper navigation of the Vessel or its appurtenances and cargo.

3.6 The Company and the Joint Venturers make no warranty or representation (express or implied) as to the safety or suitability or otherwise of the FLNG Facility or its approaches or the Facility Services.

3.7 If the Vessel or part of the Vessel sinks, becomes a constructive loss, or otherwise becomes, in the opinion of the Company, an obstruction or danger to any part of the FLNG Facility, the approaches to it, or any subsea installations related or connected to it, and the Vessel Interests fail for any reason to remove that obstruction or danger within

the time required by the Company or a competent authority, the Company or such competent authority may take all necessary action to remove the obstruction or danger at the sole risk, cost and expense of the Vessel Interests and that cost and expense, and any loss or damage suffered by the Joint Venturers, will be recoverable from the Vessel Interests by the Company as a debt presently due, owing and payable to the Joint Venturers.

RIGHT TO BOARD

4.1 The FLNG Facility Representative has the right at any time to board and remain on board any Vessel using the FLNG Facility to ensure the Conditions of Use and the FLNG Facility Regulations are being observed. The Master must, on request, immediately produce any certificate or other documents reasonably requested by the Facility Representative for inspection for the purposes of this Section 4.1.

LIABILITIES AND INDEMNITIES

5.1 In this Section 0, claim means any claim, right, action, proceeding, demand or entitlement of any kind and includes a right, proceeding, demand or entitlement to be compensated or indemnified (in whole or in part) for or by way of loss, obligation of indemnity or contribution, damage, expense or liability however arising (whether in contract, tort, under statute or otherwise).

5.2 In consideration of the provision of the Facility Services, the Vessel Interests: (i) release each of the Company and the Joint Venturers from, and indemnify each of the Company and the Joint Venturers against, any claim arising out of or in connection with the performance of the Facility Services; and (ii) indemnify the Company and the Joint Venturers in respect of any loss, damage, expense or liability suffered or incurred by the Company or the Joint Venturers however arising out of or in connection with the performance of the Facility Services, for:

loss of or damage to the FLNG Facility and its approaches and any property of the Company or the Joint Venturers, except where caused by the sole fault of the Company or the Joint Venturers;

loss of or damage to the Vessel (including its appurtenances)irrespective of cause including negligence and breach of duty (whether statutory, contractual or otherwise) of the Company or the Joint Venturers and including removal of wreckage;

(C) loss of or damage to any property or cargo on board the Vessel, except where caused by the sole fault of the Company or the Joint Venturers;

personal injury (including death or disease) to, or loss or damage to the property of any Third Party, except where caused by the sole fault of the Company or the Joint Venturers;

breach of or non-compliance by the Vessel Interests or Vessel Personnel with any statute, regulation, by-law or order or other lawful requirement of any public, municipal or other government authority, except where caused by the sole fault of the Company or the Joint Venturers; and

the escape of any liquid or non-liquid pollutant, toxic or waste material that is or has been disposed of, charged, seeped, spilled, blown out or leaked during the performance of the Facility Services:

from the FLNG Facility or any Company Property or property of the Joint Venturers, to the extent caused by the Vessel Interests or Vessel Personnel; or

from the Vessel, except where caused by the sole fault of the Company or the Joint Venturers.

5.3 The Company and the Joint Venturers are solely responsible for claims brought by the Company Personnel or the Joint Venturers' Personnel, or any member of the family or dependents of the Company Personnel or the Joint Venturers' Personnel arising out of or consequent upon the personal injury, loss of or damage to property of, or death of, the Company Personnel or the Joint Venturers' Personnel, or their family members or dependents regardless of any fault on the part of the Vessel Interests or the Vessel Personnel, and the Company and the Joint Venturers must indemnify and hold the Vessel Interests and the Vessel Personnel harmless if any Company Personnel, Joint Venturers' Personnel, or any family member or their dependents or the executor, administrator or personal representative of any of them, brings such a claim against the Vessel Interests or Vessel Personnel.

5.4 The Vessel Interests are solely responsible for claims brought by the Vessel Personnel or any member of the family or dependents of the Vessel Personnel arising out of or consequent upon the personal injury, loss of or damage to property of, or death of, the Vessel Personnel or their family members or dependents regardless of any fault on the part of the Company, the Joint Venturers, the Company Personnel or the Joint Venturers Personnel, and the Vessel Interests must indemnify and hold the Company, the Joint Venturers, the Company Personnel and the Joint Venturers' Personnel harmless if any Vessel Personnel or any family member or their dependents or the executor, administrator or personal representative of any of them, brings such a claim against the Company, Joint Venturers, Company Personnel or Joint Venturers' Personnel.

5.5 No amount will be recoverable by the Company or the Joint Venturers from the Vessel Interests under Section 5.2 of this Conditions of Use if an incident which was the proximate cause of the damage or loss concerned resulted from an act of war, hostilities, civil war insurrection (which expressions will not include unconnected acts of sabotage) or act of God including earthquake, volcanic eruption, tidal wave, lightning or cyclone (provided the proximate cause of the damage did not result from an accident, breakdown or loss of or damage to a Vessel, or its plant, equipment, material or facilities), and provided in any such case the Vessel Interests acted reasonably in the circumstances to protect the Company Property or the property of the Joint Venturers, from damage or loss.

5.6 The Vessel Interests must, upon request, provide to the Company at all times sufficient evidence that the Vessel's P&I Club has agreed to cover the Vessel Interests as a member of the P&I Club against the liabilities and responsibilities provided for in this Section 0 of this Conditions of Use in accordance with its rules including waivers of subrogation.

5.7

Company's and Joint Venturers' total aggregate liability to the Vessel Interests in respect of an incident giving rise to a claim under this Section 0 of this Conditions of Use is limited to US$150,000,000.00; and

the Vessel Interests' waive their rights under the Convention on Limitations of Liability for Maritime Claims, 1976 and under Australian law. The Vessel Interests' total aggregate liability to the Company and the Joint Venturers in respect of an incident giving rise to a claim under this Section 0 of this Conditions of Use is limited to the higher of the following:

US$150,000,000.00;

such limitation of liability amount provided for under any new law or convention applicable to LNG carrying Vessels; or

such amount as is available under the conditions applicable for P&I Clubs, which are members of the International Group of P&I Clubs for the time being in respect of LNG conditions of use.

LIEN

6.1 The Company will have a lien on a Vessel, and her cargo, freight and appurtenances for all salvage, debts, losses or damages or other claims arising out of Vessel's use of Facility Services.

APPLICABLE LAW

7.1 The Conditions of Use are governed by and will be construed according to the law in force in the State of Western Australia, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of that State and courts competent to hear appeals from those courts, provided that the Company or the Joint Venturers may enforce or seek security in any court of competent jurisdiction. Part 1F of the *Civil Liability Act 2002 (WA)* is excluded from operation with respect to any dispute, claim, action or other matter whatsoever brought by any party against another arising out of or in connection with the Conditions of Use.

AUTHORITY AND EXECUTION

8.1 The signatory to this document on behalf of the Vessel Interests warrants that it has the authority to bind each of the Vessel Interests and the Vessel Personnel and must notify these Conditions of Use to those persons.

8.2 The Vessel Interests signify their acceptance of these Conditions of Use by execution of this document (and if so may be by execution in counterparts, which when taken together will constitute the whole document) or by acceptance of the Facility Services or by causing the Vessel to enter the FLNG Facility and its approaches.

DATED the_____ day of _____

Issued by authority of the Company)

by:) _____

(Original signed – sent electronically)

Name: _____

Title: _____

Signed for and on behalf of the Vessel)

Interests by:)

_____

Name: _____

Title: _____

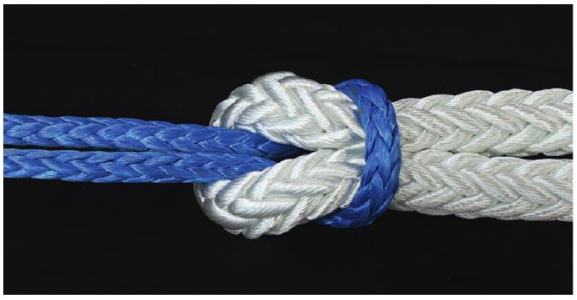
Appendix B: Mooring Line Configuration, Pennant & Stretcher Specs (LNG&LPG), Pilot Ladder

Mooring Line Configuration

Each mooring line string used for mooring to Prelude FLNG Terminal must consist of 3 parts as follows (starting from ship's end):

1) Ship's synthetic mooring rope (use cow hitch to connect to nylon stretcher) or ship's mooring wire (use joining shackle to connect to Nylon Stretcher)
2) Nylon stretcher (use cow hitch to connect to Dyneema Pennant's 4.5 mtr eye)
3) Dyneema pennant (2.0 mtr eye to be fitted with jockey rope as specified below)

Mooring Line Configuration



Cow hitch connection – HMSF line to polyester tail

Joining shackle

Nylon Stretchers

Prelude FLNG terminal discourages use of Ringtails (Also known as: grommet, round sling, endless sling).

In case the vessel is fitted with Ringtails or tails with Grommet configuration the value on the loss of MBL when used in a Cow Hitch (connecting nylon stretcher and Dyneema pennant) must be sought from the tail manufacturer and provided for the Clearance Process conducted by the Prelude Operator. The same applies if the cow hitch is used for the connection between the ship's mooring rope and the nylon stretcher.

Justification (MEG 4 refers):

Tails used in a grommet configuration are supplied with a rated break force by the manufacturer. This is commonly referred to as a grommet factor. In some cases, the rated grommet break force is not achievable with the D/d ratios resulting from the commonly used joining shackles or methods, e.g., cow hitch.

Jockey Ropes – to be attached to Dyneema Pennant's 2.0 metre eye

Small jockey ropes shall be fitted to all mooring line Dyneema Pennants (at the 2.0 metres eye) for ease of handling by Prelude Personnel as shown in picture.

Jockey ropes shall be of at least 28mm 8 strand Polypropylene rope to facilitate hauling of the mooring line. The working end of the jockey rope on the Dyneema pennant / tail should be approximately one half (0.5) meter shorter than the length of the pennant / tails eye to facilitate landing of the Dyneema pennant / tail eye onto the quick release mooring hook.

Mooring Specifications (Dyneema pennants) (Applicable to LNG & LPG Vessels):

Item #	Short Description	Long Description		Qty per Set
1	Rope, Pennant, Dyneema, 220t, 56m, 16.2m	Type	Rope	15
		Usage	Anit Abrasion Mooring Pennant	
		Material	Dyneema	
		Construciton, Stand	Jacket Free	
		Line Design Break Force (LDBF)	220T, +/- 5%	
		Size	56mm	
		Length Overall	16.2m at 0t Pre-Tension	
		Size, eye(s)	4.5m and 2.0m	
		Length, Splice	As short as possible	
		Chafe Protection	Dyneema cover for both eyes only eye to be completed protected	
2	Rope, Pennant, Dyneema, 220t, 56m, 15.2m	Type	Rope	3
		Usage	Anit Abrasion Mooring Pennant	
		Material	Dyneema	
		Construciton, Stand	Jacket Free	
		Line Design Break Force (LDBF)	220T, +/- 5%	
		Size	56mm	
		Length Overall	15.2m at 0t Pre-Tension	
		Size, eye(s)	4.5m and 2.0m	
		Length, Splice	As short as possible	
		Chafe Protection	Dyneema cover for both eyes only eye to be completed protected	
3	Rope, Pennant, Dyneema, 220t, 56m, 14.2m	Type	Rope	3
		Usage	Anit Abrasion Mooring Pennant	
		Material	Dyneema	
		Construciton, Stand	Jacket Free	
		Line Design Break Force (LDBF)	220T, +/- 5%	
		Size	56mm	
		Length Overall	14.2m at 0t Pre-Tension	
		Size, eye(s)	4.5m and 2.0m	
		Length, Splice	As short as possible	
		Chafe Protection	Dyneema cover for both eyes only eye to be completed protected	

Items #1,#2#3 applies to LNGC's and LPGC's unless advsied in Vessel Acceptance correspondence.

Mooring Specifications (Nylon Stretchers) (Applicable to LNG & LPG Vessels):

Item #	Short Description	Long Description		Qty per Set
4(a)	Rope, Stretcher,Nylon, 8 Strand, 85mm, 18m	Type	Rope	4
		Usage	Stretcher Mooring Tail	
		Material	NYLON	
		Construciton, Stand	8	
		Tail Design Break Force (TDBF)	171t to 177.5 t (Dry)	
		Size	85mm	
		Length Overall	18m at 0t Pre-Tension	
		Size, eye(s)	0.75m (Both)	
		Length, Splice	As short as possible	
		Chafe Protection	Both Eyes and Full Length of Single Leg, including splice.	
4(b)	Rope, Stretcher,Nylon, 8 Strand, 85mm, 16m	Type	Rope	4
		Usage	Stretcher Mooring Tail	
		Material	NYLON	
		Construciton, Stand	8	
		Tail Design Break Force (TDBF)	171t to 177.5 t (Dry)	
		Size	85mm	
		Length Overall	16m at 0t Pre-Tension	
		Size, eye(s)	0.75m (Both)	
		Length, Splice	As short as possible	
		Chafe Protection	Both Eyes and Full Length of Single Leg, including splice.	
4(c)	Rope, Stretcher,Nylon, 8 Strand, 85mm, 14m	Type	Rope	4
		Usage	Stretcher Mooring Tail	
		Material	NYLON	
		Construciton, Stand	8	
		Tail Design Break Force (TDBF)	171t to 177.5 t (Dry)	
		Size	85mm	
		Length Overall	14m at 0t Pre-Tension	
		Size, eye(s)	0.75m (Both)	
		Length, Splice	As short as possible	
		Chafe Protection	Both Eyes and Full Length of Single Leg, including splice.	
4(d)	Rope, Stretcher,Nylon, 8 Strand, 85mm, 11m	Type	Rope	4
		Usage	Stretcher Mooring Tail	
		Material	NYLON	
		Construciton, Stand	8	
		Tail Design Break Force (TDBF)	171t to 177.5 t (Dry)	
		Size	85mm	

		Length Overall	11m at 0t Pre-Tension	
		Size, eye(s)	0.75m (Both)	
		Length, Splice	As short as possible	
		Chafe Protection	Both Eyes and Full Length of Single Leg, including splice.	

Items #4a, #4b & #4c applies to LNGC's unless advsied in Vessel Acceptance correspondence.

Nylon Stretchers maximum service life:

For mooring at Prelude FLNG, LNG and LPG Carriers' Nylon stretchers maximum hours in use limit is 500hrs, unless the vessel operator has evidence through a residual strength break test programme that the stretchers will have a residual strength greater than 75% of the Ship Design MBL (ref OCIMF MEG 4) when arriving at Prelude

Note: All the vessels' lines – Mooring ropes or wires, Nylon stretchers and Dyneema pennants used for mooring to Prelude FLNG Terminal must be within the "Service life and retirement criteria" as per MEG 4 recommendations section 5.4.2 – Line Management Plan.

Prelude requirements for Mooring Lines and Mooring Equipment for use at Prelude.

Prelude FLNG is an exposed berth, and it is important that vessel operators ensure that the mooring equipment onboard the vessels are maintained and kept in good condition in line with industry best practice and regulatory requirements. Not meeting these requirements places a risk on both the vessel and her crew as well as the facility and terminal staff. Therefore, it is critical that operators ensure due diligence when carrying out these checks and providing responses.

Vessels fitted with High Modulus Synthetic Fibre Ropes Minimum Acceptance Criteria

a. Spring lines for LNG carriers calling at Prelude to be no more than 4 years of age with a requirement for being turned end for end on or around the halfway mark.

b. All other mooring lines to be no more than 8 years of age with end for ending done on or around the midway mark.

c. Should points a or b detailed above not be met, vessel operator to provide evidence of a spring or breast line having a minimum residual strength greater than 75% of the ship design MBL by means of a destructive test within the last 24 months.

d. Change of Service of lines is not recommended (i.e., a spring line should not be used as a breast line after 4 years of life as a spring).

Vessels fitted with mooring wires - Minimum Acceptance Criteria

Vessels with Steel wire ropes to meet the requirements of Table 5.4 OCIMF Mooring Equipment Guidelines which is replicated below.

	Inspection Criteria	Discard Criteria
Visible wire breaks	Number in length of 6d or 30d	Discard if over 4 in length 6d or 8 over 30d
Wire breaks at termination	Evidence of broken wires	Remake termination or discard rope
Fracture of strand	Strand fracture	Discard if present
Reduction of rope diameter	Percentage reduction	Discard if diameter decreased by 10%
Abrasion of outer wires	Degree of deterioration (%)	Discard if over 7%

Vessel Operators Statement on Moorings

Vessel Operator to complete and sign the statement on moorings as part of compatibility information supplied to terminal for vessel assessment. (Template in Appendix D).

Appendix C: Vessel Operators Attestation on moorings

To;

Prelude Marine Terminal Coordinator

Prelude FLNG

Shell Australia Pty Ltd.

WA 6000

Sub: Attestation of Vessel Mooring Equipment Condition

Good day,

We confirm that the vessels mooring equipment meets the minimum acceptance criteria as mentioned in Appendix C of the Terminal Regulations and all applicable OCIMF and ISO standards.

Signature:

Full Name and Title / Position of person signing for the Vessel Technical Operator:

Name of Vessel Technical Operator:

Address of Vessel Technical Operator:

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