ACKNOWLEDGEMENT OF LONG TERM LNG SALE AND PURCHASE AGREEMENT

QATAR LIQUEFIED GAS COMPANY LIMITED ("Qatargas (2)") a joint stock company incorporated under the laws of the State of Qatar and whose registered office is at PO Box 22666, Doha, Qatar, and PAKISTAN STATE OIL COMPANY LIMITED, a limited company organised and existing under the laws of Pakistan and whose registered office is at PSO House, Khayaban-e-Iqbal, Clifton, Karachi 75600, Pakistan, have been designated by their respective Governments to implement the long-term supply and purchase of LNG between their two countries to reduce the gas deficiency in Pakistan.

Qatargas (2) and PSO have accordingly entered into a Long Term LNG Sale and Purchase Agreement ("SPA"), a copy of which is attached.

The undersigned hereby formally acknowledge entry into the SPA, this 10th day of February 2016.

Hereby acknowledged

Signature

Shahid Khaqan Abbasi
Minister for Petroleum & Natural Resources
Government of Pakistan

Hereby acknowledged

Signature

Saad Sherida Al-Kaabi
Chairman of Qatargas Board of Directors
State of Qatar
Dated 8 February 2016

LONG TERM LNG SALE AND PURCHASE AGREEMENT

BETWEEN

QATAR LIQUEFIED GAS COMPANY LIMITED (2)

AND

PAKISTAN STATE OIL COMPANY LIMITED
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THIS LONG TERM LNG SALE AND PURCHASE AGREEMENT is made on 8 February 2016

BETWEEN:

(1) **QATAR LIQUEFIED GAS COMPANY LIMITED** (2), a joint stock company incorporated under the laws of the State of Qatar and whose registered office is at PO Box 22666, Doha, Qatar (the “Seller”); and

(2) **PAKISTAN STATE OIL COMPANY LIMITED**, a limited company organised and existing under the laws of Pakistan and whose registered office is at PSO House, Khayaban-e-Iqbal, Clifton, Karachi-75600, Pakistan (the “Buyer”).

WHEREAS:

(A) The State of Qatar and the Islamic Republic of Pakistan (“Pakistan”) have entered into an “Agreement in Cooperation in Energy Sector” (the “G to G Agreement”) pursuant to which they wish to effect the long-term supply and purchase of LNG between their two countries to reduce the gas deficiency in Pakistan (the “Project”);

(B) Pursuant to the G to G Agreement the Buyer and Qatargas Operating Company Limited (“Qatargas”) have been designated by their respective Governments to implement the Project. The Buyer is under the direct control and supervision of the Government of Pakistan through the Marketing of Petroleum Products (Federal Control) Act 1974. Qatargas, the State of Qatar’s national oil company, holds a majority shareholding and controlling interest in Qatargas;

(C) Qatargas holds a majority shareholding of sixty seven point five percent (67.5%) in the Seller which undertakes the production and supply of LNG. Qatargas has been appointed by the Seller to act as its duly authorised agent for all matters relating to its operatorship and maintenance including, but not limited to, marketing and sales of LNG, pursuant to a Services Agreement for Operation and Maintenance. Qatargas has accordingly nominated the Seller to be the actual supplier to implement the supply of LNG to the Buyer under this Agreement;

(D) In order to commission and operate the regasification facilities in Pakistan, it was agreed as part of the long term arrangements that the initial cargoes (including the commissioning cargo) be supplied by the Seller under a Master FOB LNG Sale and Purchase Agreement (and related Confirmation Notices dated March 19th, April 15th and July 2nd, 2015);

(E) The Seller and the Buyer now intend to make all necessary arrangements for the safe and timely delivery and receipt of LNG pursuant to the provisions of this Agreement; and

(F) The Parties acknowledge and agree that at the time of this Agreement the Buyer is purchasing and taking ex-ship delivery of such quantities of LNG for and on behalf of, and is immediately on-selling quantities ex-ship to, the Pakistan Gas Utilities (as defined below).

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms
Unless the context requires otherwise, the following terms in this Agreement shall have the following meanings:

"Acceptable Credit Rating" means a minimum long-term credit rating of [redacted] from Standard & Poor's or [redacted] from Moody's Corporation or an equivalent acceptable to the Seller;

"Adjusted Annual Contract Quantity" or "AACQ" has the meaning specified in Clause 6.2.1;

"Adverse Security and Safety Conditions" means security and safety conditions which are sufficiently severe to either:

(a) prevent an LNG Vessel from proceeding to berth, discharging or departing from berth due to prevailing security conditions; or

(b) prevent an LNG Vessel from proceeding to berth, or departing from berth due to conditions of the channel or any of its approaches;

"Adverse Weather Conditions" means weather and/or sea conditions which are sufficiently severe to either:

(a) prevent an LNG Vessel from proceeding to berth, remaining at berth, discharging or departing from berth in accordance with the weather and sea standards prescribed in the standard published regulations of the applicable Competent Authority in effect at the Unloading Port; or

(b) cause an actual determination by the Master of the LNG Vessel or the harbour master that it is unsafe for the LNG Vessel to berth, discharge or depart from berth.

"Affiliate" in relation to a Party means any other person (other than an individual) that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that Party. For the purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means:

(a) the ownership, directly or indirectly, of more than half of the equity capital of a person; or

(b) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise;

"Agreed Demurrage Rate" has the meaning specified in Clause 11.7.5;

"Agreement" means this agreement, including the Schedules hereto, as may be amended, modified or supplemented, from time to time, in accordance with the terms of this Agreement;

"Allowed Laytime" has the meaning specified in Clause 11.7.2;

"Annual Adjustment Quantity" or "AAQ" has the meaning specified in Clause 12.4.5(a);

"Annual Contract Quantity" or "ACQ" has the meaning specified in Clause 6.1.1;

"Annual Delivery Programme" or "ADP" means the program of deliveries in relation to a Contract Year established and from time to time modified in accordance with Clause 12.1;
“Annual Downward Flexibility Quantity” or “ADFQ” has the meaning specified in Clause 7.2.1;

“Annual Make-Good Quantity” or “AMGQ” has the meaning specified in Clause 7.3.1;

“Annual Statement” means an annual statement prepared in accordance with Clause 7.5;

“Annual Upward Flexibility Quantity” or “AUFQ” has the meaning specified in Clause 7.1.1;

“Arbitration Tribunal” has the meaning specified in Clause 23.3.1;

“Average SCC” means the average Standard Cargo Content for all Cargos delivered or due to be delivered in a Contract Year;

“Banking Day” means a day, other than a Saturday or Sunday, on which commercial banks located in New York, United States of America, are generally open for business;

“Base Interest Rate” means the three (3) month rate per annum London Interbank Offered Rate for US$ (referred to as US$ 3M LIBOR or US$ 90 day LIBOR) published by the ICE Benchmark Administration Limited or such other source as the Parties shall agree as being an alternative source at 11.00am, London time on the date payment was due;

“BOG” means boil-off gas generated by the LNG Vessel or the Receiving Terminal;

“BTU” means British Thermal Unit, being the amount of heat equal to one thousand and fifty five decimal zero five six (1,055.056) Joules;

“Business Day” means, in relation to a Party which receives a notice or other communication pursuant to this Agreement, any day starting at 00:00 hours and ending twenty-four (24) consecutive hours later at the local time in the country of such Party’s primary business office other than (i) for the Seller, Fridays and Saturdays, (ii) for the Buyer, Saturdays and Sundays, and (iii) for either Party, the national holidays of such country;

“Buyer’s Bank(s)” means the bank(s) nominated by the Buyer from time to time to issue the Standby Letter(s) of Credit;

“Cargo” means (as applicable):

(a) a cargo of LNG transported by an LNG Vessel loaded at the Loading Facility (within the operational tolerance established by the Master of the LNG Vessel and the operator of the Loading Facility) and fully unloaded (except for a heel reasonably required for the operation of the LNG Vessel for the voyage subsequent to the relevant unloading as determined by the Seller) at the relevant Receiving Terminal;

(b) the Standard Cargo Content in MMBTU for the respective Cargo as specified in the ADP or Ninety Day Schedule;

(c) the relevant partial cargo agreed by the Parties and specified in the ADP or Ninety Day Schedule; or

(d) as otherwise agreed by the Parties in writing.

“Competent Authority” means any governmental, judicial, regulatory or administrative authority (including any Pakistani and any international maritime or other applicable authority (including Port
Authority), agency, department, inspectorate, minister, ministry or other public or statutory person (whether autonomous or not) of, or of the government of, the State of Qatar or Pakistan (or any other relevant country) or any political sub-division in or of that state or country having jurisdiction over the whole or any part of the Seller's or the Buyer's activities under this Agreement;

“Completion of Loading” means in respect of a Cargo, the completion of disconnection of the flange coupling of the loading manifold of an LNG Vessel from the flange coupling on the loading line and the completion of disconnection of the vapour return line (if connected) and its connections at the Loading Facility following loading of the LNG Vessel;

“Completion of Unloading” means in respect of a Cargo the completion of disconnection of the flange coupling of the discharging manifold of an LNG Vessel from the flange coupling on the unloading line and the completion of disconnection of the vapour return line (if connected) at the Receiving Terminal following unloading of the LNG Vessel;

“Confidential Information” has the meaning specified in Clause 25.1;

“Confirming Bank” means the bank acceptable to the Seller, resident outside of Pakistan with an Acceptable Credit Rating nominated by the Buyer from time to time to confirm the Standby Letter(s) of Credit in the event that the Buyer's Bank is resident in Pakistan and/or does not have an Acceptable Credit Rating;

“Contract Price” shall have the meaning specified in Clause 15.1;

“Contract Year” means a period of twelve (12) consecutive calendar months, during the Supply Period, commencing on 1 January and ending on 31 December in the same calendar year, except for the first Contract Year, which shall commence on the Start Date and end on 31 December in the same calendar year;

“Conventional LNG Vessel” means any conventional class LNG vessel that has the dimensions set out in Section C.2 of Schedule C (LNG Vessel Specification);

“CTMS” has the meaning specified in Clause 14.1.1;

“Cumulative Downward Flexibility Quantity” or “CDFQ” shall have the meaning assigned to such term in Clause 7.2.3;

“Cubic Metre” and “m³” means a volume equal to the volume of a cube each edge of which is one (1) metre in length, metre being the base unit of length as defined in the International System of Units;

“Default Interest” has the meaning specified in Clause 17.5.1;

“Degree Celsius” and “°C” means a derived unit of temperature in the International System of Units (SI) with a temperature interval equal to one (1) Kelvin and a value of zero (0) °C at the temperature of two hundred seventy-three decimal one five (273.15) Kelvin, Kelvin being the base unit of thermodynamic temperature as defined in the International System of Units;

“Delivery Capacity” means the maximum amount of LNG which the Seller is able to produce and deliver reliably, safely and efficiently from time to time, utilizing the full capacity of the Seller's Facilities and the Integrated Fleet less that part of such capacity determined by the Seller to be required to fulfill the binding commitments of the Seller to supply LNG to the Buyer and other buyers. For the avoidance of doubt, the Seller shall determine how to allocate available Delivery Capacity
between the Buyer and other buyers;

"Delivery Point" means the end point at which the flange coupling of the unloading line at the Receiving Terminal joins the flange coupling of the discharge manifold on board an LNG Vessel;

"Determination" has the meaning specified in Clause 23.9.3;

"Dispute" has the meaning specified in Clause 23.1.1;

"Due Date" means the relevant date specified for payment of an invoice as set out in Clause 8.4.2 and/or Clause 17.4.1 and/or Clause 17.4.2;

"Event of Default" has the meaning specified in Clause 24.1;

"Excess BOG" has the meaning specified in Clause 5.1(d);

"Excess Seller LNG" has the meaning specified in Clause 6.3.1(b);

"Expert" means an expert appointed (or required to be appointed) pursuant to the provisions of Clause 23.5;

"Force Majeure" has the meaning specified in Clause 18.2;

"G to G Agreement" has the meaning specified in recital A;

"Gas Supply Area" means the area within the North Field, offshore the State of Qatar, from which the Seller is entitled to produce Natural Gas for processing in the Seller's Facilities;

"GPA" means, when used in Schedule B (Measurement, Analysis and Calculation), Gas Processors Association;

"Gross Heating Value (Mass Based)" has the meaning specified in Schedule B.5.1;

"Gross Heating Value (Volume Based)" has the meaning specified in Schedule B.5.1;

"ICE" means the Intercontinental Exchange;

"Implementation Procedures" means the implementation procedures to be developed in accordance with Clause 27;

"Independent Surveyor" has the meaning specified in Clause 14.4.1;

"Insolvency" means, in respect of a Party, that such Party:

(a) files a voluntary application in or for liquidation, receivership or bankruptcy;

(b) is finally and validly declared and adjudged to be liquidated, bankrupt or insolvent or a winding up petition is presented in respect of a Party and is not dismissed or stayed within sixty (60) days;

(c) is subject to a resolution passed by its shareholders for the purposes of placing it in voluntary liquidation;

(d) is subject to an order by any court of competent jurisdiction for its winding up;
(e) is the subject of an appointment of an administrative receiver or receiver or manager or like officer of the whole or any part of its assets; or

(f) is the subject of an appointment of an administrator, official manager or like officer in circumstances where the Party is or is likely to become insolvent;

provided that the foregoing shall not include any voluntary proceeding for the purpose of amalgamation, reconstruction or reorganisation, unless such proceeding is taken at the request of or to meet the requirements of the Party’s creditors;

“Integrated Fleet” means, at any time, all LNG Vessels which have been duly nominated by the Seller as part of the Integrated Fleet in accordance with this Agreement, and which meet the requirements of this Agreement;

“International Standards” means, for a given LNG Vessel, the international standards and practices applicable to such vessel in relation to its ownership, design, equipment, operation or maintenance, as established by the International Maritime Organisation (IMO), OCIMF and SIGTTO (or any successor body of the same); and/or any other internationally recognized agency or organization with whose standards and practices it is customary for international operators of such LNG Vessels to comply;

“International System of Units” or “SI” means the coherent system of units and quantities established and defined by the International Committee for Weights and Measures;

“ISO” means the International Organization for Standardisation;

“Joule” or “J” means a derived unit of energy as defined in the International System of Units;

“Kilogram” or “kg” means the base unit of mass as defined in the International System of Units;

“Liquefied Natural Gas” or “LNG” means processed Natural Gas consisting primarily of methane in a liquid state at or below its boiling point and at a pressure of approximately one (1) atmosphere, from which the condensate has been predominantly removed;

“LNG Affiliate” means an Affiliate of the Seller which owns or operates an LNG project in the State of Qatar;

“LNG Tank” means a tank for containing LNG on an LNG Vessel;

“LNG Vessel” means, at any time, Conventional LNG Vessel or Q-Flex Vessel or any other class LNG vessel in the Integrated Fleet as such other class may be agreed between the Parties from time to time;

“Loading Date” means the scheduled date for loading a Cargo as specified in the applicable ADP or Ninety Day Schedule;

“Loading Facility” means the facilities for the loading of LNG vessels (including the LNG Vessels) which facilities form part of the Seller’s Facilities;

“Make-Up LNG” means any LNG in respect of a Cargo which the Buyer has paid for but not taken;

“Make-Up Period” has the meaning specified in Clause 8.4.6;
“Master” means the legally appointed commanding officer responsible for the safe navigation and management of an LNG Vessel or in his absence, his duly authorised deputy;

“MJ” means megajoule or one million (1,000,000) Joules;

“MMBTU” means one million (1,000,000) BTUs;

“Natural Gas” means any hydrocarbon or mixture of hydrocarbons, consisting essentially of methane, other hydrocarbons, and non-combustible gases in a gaseous state, which is extracted from the sub-surface of the earth in its natural state, separately or together with liquid hydrocarbons;

“Navigational Aids” means appropriately designed position monitoring and fixing systems for vessels that are installed and operated to enhance the safe and efficient navigation of vessels and/or vessel traffic (including vessel traffic services);

“Net Proceeds” has the meaning specified in Clause 8.3.2;

“New Pakistani Charges” shall mean all taxes, duties, imposts, assessments and other charges of any kind whatsoever (without regard to the method of collection or assessment, for example whether by way of withholding or otherwise), utilization fees, port or harbour dues or any other charges whatsoever, in each case imposed, levied or assessed in Pakistan or by a Pakistani authority upon or in respect of the LNG Vessels or their operations, in each case which are not in force at the date of this Agreement (excluding normal and customary utilization fees, port or harbour dues and other Port Charges in the nature thereof, and usual rate adjustments thereto, in each case which are similar in nature to those in force at the date of this Agreement);

“Ninety Day Schedule” has the meaning specified in Clause 12.2.1;

“Normal Cubic Metre” or “Nm³”, means the quantity of Natural Gas which at zero (0) Degrees Celsius and at an absolute pressure of one decimal zero one three two five (1.01325) bar and when free of water vapour occupies the volume of one (1) Cubic Metre;

“Notice of Intent to Terminate” has the meaning specified in Clause 24.2.1;

“Notice of Readiness” has the meaning specified in Clause 11.4;

“Notice of Termination” has the meaning specified in Clause 24.2.4;

“OCIMF” means the Oil Companies International Marine Forum;

“Pakistan” has the meaning specified in recital A;

“Pakistan Gas Utilities” means SSGC and Sui Northern Gas Pipelines Limited;

“Party” means either the Seller or the Buyer and “Parties” means both of them;

“Port Authority” means the relevant port authority at the Unloading Port;

“Port Charges” means any port charges or port dues in respect of an LNG Vessel and/or LNG imported by the Buyer including light dues, mooring charges, agency or port handling charges including expenditures relating to tugs, pilotage, towage, escort or watch vessels, immigration and customs clearance that become payable in connection with the use of the Unloading Port or the Receiving Terminal at the rates published or, in the absence of rates published, rates set by any relevant Competent Authority from time to time, provided that all such port dues must be non-
"Project" has the meaning specified in recital A;

"Price Adjustment" means an adjustment (pursuant to Clause 15) to the formula(e) for determining the Contract Price;

"Price Review Notice" shall have the meaning given to it in Clause 15.2.1;

"Qatargas" has the meaning specified in recital B;

"Q-Flex Vessel" means a Q-Flex class LNG vessel that has the dimensions set out in Section C.1 of Schedule C (LNG Vessel Specification);

"Q-Flex Vessel Acceptance" shall have the meaning given to it in Clause 3.4.1;

"Quantity Delivered" means the amount of LNG in MMBTU, contained in a Cargo unloaded and delivered under this Agreement, determined in accordance with Clause 14.3;

"Reasonable and Prudent Operator" means a person seeking in good faith to perform its contractual obligations and, in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight and incurring a level of expenditure which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable laws and engaged in the same type of undertaking under the same or similar circumstances or conditions;

"Receiving Terminal" means the facilities at:

(a) the Elengy LNG import terminal using the floating storage and regasification unit m.v. "Exquisite" (as may be substituted from time to time) at Port Qasim, Pakistan; and

(b) subject to Clause 11.2, any other new receiving terminal nominated by the Buyer during the Supply Period

which in each case are necessary for the safe berthing of LNG Vessel(s) and the receipt, unloading, storage, treatment (to the extent available) and regasification of LNG, and all ancillary facilities, provided or caused to be provided by the Buyer in accordance with Clause 5.1.1, which in each case:

(i) includes the Unloading Facilities including all modifications, alterations and additions thereto which, for the avoidance of doubt, shall be in accordance with Clause 5.3;

(ii) is within Pakistan;

(iii) is operated solely by the Buyer, or of which the Buyer has ownership, or to which the Buyer has capacity rights or other contractual rights (whether direct or indirect) of access; and
(iv) complies with the requirements of this Agreement;

"Relative Density" has the meanings specified in Section B.5.6 of Schedule B (Measurement, Analysis and Calculation);

"Relevant Facility" has the meaning specified in Clause 5.3.3;

"Review Date" has the meaning specified in Clause 15.2.5;

"Round Down Quantity" has the meaning given to it in Clause 12.1.7(b);

"Round Up Quantity" has the meaning given to it in Clause 12.1.7(a);

"Rounded" means where any number is to be rounded to a given number of 'n' decimal places, if the digit in the decimal place 'n+1' is equal to five (5) or higher, then the digit in the decimal place n shall be increased by one (1); and if the digit in the decimal place 'n+1' is equal to four (4) or less then the digit in the decimal place n shall be retained unaltered. The term "Rounding" shall be construed accordingly;

"Scheduled Unloading Window" means the scheduled forty-eight (48) hour period for arrival of an LNG Vessel at the Receiving Terminal as set forth and agreed by the Parties at the time of preparation of the ADP, and the applicable Ninety Day Schedule in accordance with Clause 12;

"Seller's Facilities" means (subject to Clause 19) the facilities at Ras Laffan for Natural Gas treatment, processing and liquefaction and storage and loading of LNG and LNG vessel berthing, and all ancillary facilities, provided or caused to be provided by the Seller in accordance with Clause 5.2, including all modifications, alterations and additions thereto; and for the purposes of Clause 18 includes facilities (including wells and pipelines), whether or not owned or operated by the Seller, for producing, treating, processing, compressing and transporting Natural Gas for delivery to the said facilities at Ras Laffan;

"Seller's Transporter" means the owner and/or operator of the LNG Vessel;

"Shortfall Quantity" or "SQ" has the meaning assigned in Clause 20.2.3;

"SIGTTO" means the Society of International Gas Vessel and Terminal Operators Limited;

"Specification" means the specification of LNG set out in Schedule A (Specification), subject to any amendments agreed pursuant to Clause 13.1.2;

"SSGC" means Sui Southern Gas Company Limited;

"Standard Cargo Content" or "SCC" means the quantity of LNG in MMBTU determined from time to time in accordance with Clause 12.4.2;

"Standard Cubic Foot" or "SCF" means, when applied to gas, the quantity of gas, free of water vapour, occupying a volume of one (1) cubic foot at a temperature of sixty (60) degrees Fahrenheit and at an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch;

"Standby Letter(s) of Credit" means financial security for payment required by the Seller and that is acceptable to the Seller in the form and content of that set out in Schedule D (Form of Standby Letter of Credit), issued by the Buyer's Bank and confirmed by the Confirming Bank;

"Start Date" has the meaning specified in Clause 3.3.1;
“Supply Period” has the meaning specified in Clause 3.5.1;

“Taxes” means any tax, levy, rate, duty, fee or other charge imposed directly or indirectly on a Party, its assets, activities, income, dividends or profits (without regard to the manner of collection or assessment, for example, whether by withholding or otherwise) by any Competent Authority authorised by law to impose such taxes (not including Port Charges). Without limiting the generality of the foregoing, Taxes shall include income tax( es), a goods and services tax, a capital gains tax, a property tax, an excise tax, a value-added tax or any tax related to environmental effects of exploring for, producing, processing, transporting, storing, supplying, selling or consuming LNG, including a carbon tax. Taxes also includes any penalties and interest that may be imposed for underpaying or delays in paying, underreporting, failure to report or late filing of returns or reports for any Taxes;

“Term” has the meaning specified in Clause 3.1;

“Terminal Rules” means all the rules and regulations, including any applicable notice to mariners and whether in the form of a handbook or otherwise, applicable to the delivery of LNG at the Receiving Terminal, either issued by the operator of the Receiving Terminal or the Unloading Port, or by any relevant Competent Authority, as may be updated, amended, supplemented or reissued by the relevant issuing entity;

“Third Party” means any person who is not a Party to this Agreement;

“United States Dollars” or “US dollars” or “USS” means the lawful currency of the United States of America;

“Unloading Facilities” has the meaning specified in Clause 5.1.1;

“Unloading Port” means the port at which a Receiving Terminal in relation to a particular Cargo is located;

“Used Laytime” has the meaning specified in Clause 11.7.3; and

“Wobbe Index” has the meaning specified in Schedule B.5.6.

1.2 Interpretation

1.2.1 In this Agreement unless the context otherwise requires:

(a) words in the singular shall include the plural and vice-versa;

(b) the word “including” means “including without limitation”;

(c) words denoting persons include natural persons, corporations, companies, partnerships (general or limited), limited liability company, business trust, Competent Authority or other entity or association;

(d) references to times of day, unless otherwise stated, are to local time at the Unloading Port;

(e) references to “days” are to calendar days (unless ‘Business Day’ or ‘Banking Day’ is specified) and means a period of twenty-four (24) consecutive hours beginning at midnight (00.00 hours);
(f) references to "month" are to a calendar month commencing on the first day of that month and ending on the last day of that month;

(g) references to "year" shall unless otherwise stated mean a calendar year;

(h) references to "not unreasonably withheld" (and variants thereof) shall mean "not unreasonably withheld or delayed";

(i) references to "law" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and "lawful" and "unlawful" shall be construed accordingly);

(j) in any reference to a period of days or, Business Days or Banking Days after a given day (day 'D'), the first day, Business Day or Banking Day (as the case may be) of the period is the day following day 'D'; and

(k) expressions in metric tons of quantities of LNG are indicative only.

1.2.2 The index and headings to Clauses, Sections and paragraphs are inserted for convenience of reference only and shall not affect the construction of this Agreement.

1.2.3 The Schedules hereto form an integral part of this Agreement for all purposes hereof. In the event of any conflict between the provisions of the main body of this Agreement and those of the Schedules and Appendices, the provisions of the main body of this Agreement shall prevail.

1.2.4 References made to Sections are to sections within the Schedules or Appendices. References made to Clauses are to clauses of the main part of this Agreement.

1.2.5 All references to a particular entity shall include such entity's successor and permitted assigns.

1.2.6 For the purposes of this Agreement:

(a) a reference to anything to be specified in the ADP and Ninety Day Schedule shall be a reference:

(i) in relation to any date or period which (at the relevant time) falls within a Ninety Day Schedule, to what is provided in the prevailing Ninety Day Schedule; and

(ii) otherwise, to what is provided in the ADP;

(b) a reference to a class of LNG Vessel shall be a reference to LNG Vessels within any of the bands of approximate LNG Tank capacity provided in Schedule C (LNG Vessel Specification).

2 SCOPE

The Seller agrees to sell and deliver, and the Buyer agrees to purchase, receive and pay for, or pay for if not taken, LNG at the Delivery Point in the quantities and at the prices and in accordance with the other terms and conditions set out in this Agreement.
3 START DATE AND TERM

3.1 Term

This Agreement shall become effective on the date it is executed by both Parties and, unless terminated earlier in accordance with its terms, shall remain in full force and effect until the expiry of the Supply Period, and for so long thereafter as is necessary for:

(a) the delivery (in accordance with this Agreement) to the Buyer of all quantities of LNG scheduled for delivery in the ADP prevailing at the end of the Supply Period; and

(b) the settlement and discharge of all other obligations that may have accrued and be outstanding between the Parties under this Agreement as at the expiry of the Supply Period in accordance with the terms and conditions of this Agreement (the "Term").

3.2 Survival of Rights and Remedies

Termination of this Agreement shall be without prejudice to any rights or remedies which may have accrued to the Seller and/or the Buyer prior to the date thereof or as a result thereof. In addition, the provisions of this Clause 3.2, and of Clauses 1, 16, 17, 20, 22, 23, 25, 26 and 28 shall survive the termination of this Agreement.

3.3 Start Date

3.3.1 The date of the first delivery (the "Start Date") shall be determined in accordance with Clause 3.3.2 or as is otherwise agreed by the Parties.

3.3.2 As soon as practicable following the execution of this Agreement, the Buyer shall confirm to the Seller in writing the fifteen (15) days' window for the expected Start Date. This window shall then be further narrowed as follows:

(a) at least thirty five (35) days prior to the beginning of the fifteen (15) days' window the Buyer shall notify the Seller of a five (5) days' window for the expected Start Date falling within the previously agreed fifteen (15) days' window; and

(b) in the event the Parties do not agree on the window in Clause 3.3.2(a), by default the window will be the last five (5) days in the previous window. If the Parties fail to agree any window whatsoever under Clause 3.3.2, then the Start Date shall be sixty (60) days following the execution of this Agreement.

3.4 Q-Flex Vessel Acceptance

3.4.1 Whilst the Parties agree that at the date this Agreement is executed Conventional LNG Vessels may safely and securely approach, use and depart from the Unloading Port and the Receiving Terminal, they acknowledge that, as at the execution date of this Agreement, the Seller is not satisfied that the Unloading Port and Receiving Terminal are safe and secure for a partially laden Q-Flex Vessel to safely proceed to, lie, fully discharge alongside, and depart from, always afloat, particularly during the monsoon season affecting the Unloading Port each year. The Parties shall accordingly fully cooperate and support each other to the best of their abilities to ensure full satisfaction of the Seller's ship-shore compatibility and due diligence exercise in respect of the Receiving Terminal and Unloading Port with the intent
that LNG may be delivered under this Agreement using partially laden Q-Flex Vessels ("Q-Flex Vessel Acceptance").

3.4.2 The Parties therefore agree that unless and until the Q-Flex Vessel Acceptance has been achieved Cargoes shall be delivered under this Agreement using Conventional LNG Vessels and thereafter, despite Q-Flex Vessel Acceptance having occurred, during the monsoon season affecting the Unloading Port each year, unless and until agreed otherwise. In determining whether or not Q-Flex Vessels may be used to deliver Cargoes during the monsoon season after the Q-Flex Vessel Acceptance has occurred, each Party must act reasonably and in good faith, including having regard to experience gained during previous Cargo deliveries.

3.4.3 If, having complied with the provisions of Clause 3.4.1, Q-Flex Vessel Acceptance has not been achieved by 31 March 2016, the Parties shall seek to resolve any issues preventing Q-Flex Vessel Acceptance by way of a meeting between the Parties. The Parties shall meet at a mutually acceptable time and place to exchange relevant information in a good faith attempt to resolve issues preventing Q-Flex Vessel Acceptance.

3.4.4 For the avoidance of doubt, subject to the provisions of Clause 3.4.2, the Seller shall be entitled to use any LNG Vessel within the Integrated Fleet (which may include Conventional LNG Vessels) to deliver LNG under this Agreement.

3.5 Supply Period

3.5.1 The supply period (the "Supply Period") shall be the period beginning on the Start Date and, subject to Clauses 8.4.6 and 15.2.4, ending on 31 December 2031.

3.5.2 The Supply Period shall be divided into Contract Years.

3.5.3 If prior to 31 December 2029, the Parties so agree in writing, the Supply Period shall be extended beyond 31 December 2031 for another five (5) Contract Years (or longer if mutually agreed).

4 SOURCES OF SUPPLY

4.1 The Natural Gas to be processed into LNG and sold hereunder shall (subject to Clause 19) be produced from the Gas Supply Area.

4.2 Without prejudice to the Seller's right to claim Force Majeure as a result of circumstances falling within Clause 18.2.1, the Seller represents and warrants to the Buyer, at the date this Agreement is executed, that the Seller has the rights to develop and produce Natural Gas reserves from the Gas Supply Area for processing in the Seller's Facilities which (at such date) are estimated to be sufficient to enable the Seller, without breaching its other existing supply obligations, to fulfill its obligations under this Agreement and the Seller undertakes that during the Supply Period it will not give up (whether wholly or in part) those rights in any way to the extent that this would prejudice the Buyer and/or its rights under this Agreement.

5 FACILITIES

5.1 Unloading Facilities
5.1.1 Subject to Clause 5.3, the Buyer, at no cost or expense to the Seller, shall in good and workmanlike manner and in accordance with standards prevailing in the LNG industry, construct, cause to be constructed or have constructed, and shall own, provide, operate and maintain, or cause to be owned, provided, operated and maintained in good working order, at each Receiving Terminal and Unloading Port safe and reliable receiving, berthing, unloading, storage and regasification facilities within the boundaries of the Receiving Terminal sufficient to enable the Buyer to fulfil its obligations to take delivery of LNG under this Agreement (the "Unloading Facilities"). The Unloading Facilities at the Receiving Terminal shall include the following:

(a) berthing facilities equipped with adequate facilities for mooring, unmooring, manifolds and cargo handling designed in accordance with the recommendations of OCIMF, SIGTTO and PIANC (The World Association for Waterborne Transport Infrastructure) (but only to the extent the recommendations of SIGTTO and PIANC are applicable), BS (The British Standards Institute) and other recognised industry standards and capable of receiving LNG Vessels having the specifications set out in Schedule C (LNG Vessel Specification);

(b) any ship-to-ship equipment required in order to efficiently unload the Cargo from each discharging LNG Vessel;

(c) unloading facilities capable of completely discharging a Cargo within the Allowed Laytime for each LNG Vessel;

(d) systems for the return of Natural Gas vapour to and from each LNG Vessel, such systems to have specifications as to quantity, rate, pressure and temperature enabling the safe and timely unloading of LNG from the LNG Vessel. The Receiving Terminal shall have facilities of sufficient capacity to cope with BOG generated by each LNG Vessel unloading at its maximum unloading flow rates. The Buyer shall ensure that the Receiving Terminal has facilities of sufficient capacity to enable BOG return, to enable the discharging LNG Vessel to operationally maintain LNG Tank pressures during the entire course of discharge including cases where the discharging LNG Vessel may send vapour to shore in order to relieve excessive LNG Tank pressures aboard the LNG Vessel. The Buyer shall be responsible for handling any BOG exceeding the level normally required to maintain LNG Tank pressure during discharge ("Excess BOG");

(e) facilities for liquid or gaseous nitrogen adequate to purge the Buyer’s unloading lines to allow Completion of Unloading;

(f) emergency shutdown procedures and facilities, having regard to standards which are higher than, or equivalent to, but not less than SIGTTO and OCIMF recommendation and guidelines (as such may from time to time be amended) for linked ship-to-shore or ship-to-ship emergency shut downs;

(g) facilities for regasification of LNG and send out of regasified LNG, including the two high pressure pipeline segments linking the tailgate of the regasification terminal to the first point of interconnection with the SSGC gas pipeline network;

(h) appropriate systems with required back-up for communication with the LNG Vessel;

(i) safe access and landing for personnel to and from the LNG Vessel;
(j) marine services, including adequately sized tugs as assessed by the full mission bridge simulations and corresponding Navigational Aids, to be available at the Unloading Port to enable the Seller to contract such services on its own behalf or on behalf of the Seller’s Transporter on reasonable terms and conditions in accordance with industry standards;

(k) appropriate security arrangements and provisions as deemed necessary to accommodate LNG Vessels; and

(l) safe and secure anchorages for LNG Vessels to await instructions or be able to carry out internal operations.

5.1.2 If requested by the Seller, the Buyer shall cooperate with the Seller by facilitating access to facilities at the Receiving Terminal or access to facilities at the shore, for the loading of ship stores and provisions, and/or other facilities reasonably required for servicing the LNG Vessels, and the Seller or Seller’s Transporter shall reimburse the Buyer for reasonable costs and expenses thereof, or (where use of such facilities is shared with other vessels) a portion of such costs and expenses in proportion to the use thereof made by the LNG Vessels.

5.2 Seller’s Facilities

The Seller shall at its expense provide, maintain and operate or cause to be provided, maintained and operated in good working order, the Seller’s Facilities of appropriate design and sufficient capacity to enable the safe and reliable performance by the Seller of its obligations under this Agreement. The Seller shall be responsible at its expense for the provision (in accordance with Clause 11) of the LNG Vessels for the transportation of LNG pursuant to this Agreement.

5.3 Compatibility and Coordination

5.3.1 The Buyer shall be responsible for ensuring that, prior to the commencement of deliveries of LNG to the relevant Receiving Terminal pursuant to this Agreement, the relevant Receiving Terminal and its equipment is compatible with the LNG Vessels such that they are capable of efficiently undertaking operations conforming to the requirements of this Agreement. Thereafter, responsibility for the compatibility of the Receiving Terminal and the LNG Vessels shall be governed by Clause 5.3.3.

5.3.2 The Seller shall provide to the Buyer such information concerning the design and construction of the LNG Vessels as, and at such time(s) as, the Buyer may from time to time reasonably request to enable the Buyer to comply with Clause 5.1 and shall ensure that (as at the commencement of deliveries of LNG under this Agreement) the LNG Vessels conform to the information provided and to the specifications set out in Schedule C (LNG Vessel Specification). Any charges or Third Party costs to confirm compatibility of the LNG Vessels shall be for the Buyer’s account unless such LNG Vessels do not conform to the specifications set out in Schedule C (LNG Vessel Specification) in which case the Seller shall reimburse the Buyer for any such Third Party costs.

5.3.3 Subject to Clause 5.3.1, neither the LNG Vessels nor the Receiving Terminal (each a “Relevant Facility”) shall be modified or permitted to be modified in any manner whatsoever that would (and the relevant Party shall be responsible for remediating any damage to such facility which would) render it incompatible with the other Relevant Facility, unless such
modification is required in order to ensure continued compatibility with the other Relevant Facility, provided however that a Relevant Facility may be modified:

(a) pursuant to a change in any International Standard, any safety and environmental law or regulation or other applicable law or order of a Competent Authority with which such Relevant Facility is required to comply, in which case such modification necessary for the Relevant Facility shall be paid for by the relevant Party and any consequent modification of the other facility required to maintain compatibility with the Relevant Facility shall be paid for by the other Party; or

(b) in respect of any other change with the prior consent of the other Party, which shall not be unreasonably withheld, provided that the relevant Party shall reimburse or cause the other Party to be reimbursed for any reasonable costs incurred by or on behalf of the other Party in modifying the other facility to maintain compatibility with the Relevant Facility.

5.3.4 For the purposes of Clause 5.3.3:

(a) where the Relevant Facility is an LNG Vessel, the relevant Party is the Seller, the other Party is the Buyer and the other facility is any Receiving Terminal; and

(b) where the Relevant Facility is a Receiving Terminal, the relevant Party is the Buyer, the other Party is the Seller and the other facility is any LNG Vessel.

5.4 New Receiving Terminals

The Buyer may from time to time propose that additional LNG receiving terminals in Pakistan, which are either operated solely by the Buyer, or of which the Buyer has ownership, or to which the Buyer has capacity rights or other contractual rights (whether direct or indirect) of access, be included as Receiving Terminals hereunder. Inclusion of such additional LNG receiving terminals shall be subject to:

(a) the Seller’s consent (which shall not be unreasonably withheld);

(b) the additional LNG receiving terminal(s) complying with the requirements of Clause 5.1.1; and

(c) the additional LNG receiving terminal(s) being compatible with the LNG Vessels.

5.5 Coordinated Maintenance

The Seller and the Buyer shall endeavour to coordinate maintenance schedules occurring during each Contract Year (as notified pursuant to Clause 12.1.1) in order to minimise disruptions and delays of deliveries of LNG under this Agreement due to downtime of the Unloading Facilities and the Seller’s Facilities.

5.6 Applicable Practices

In performing the respective obligations of the Parties under this Agreement, the design, construction, operation and maintenance of the Seller’s Facilities and LNG Vessels, and the design, construction, operation and maintenance of the Unloading Facilities, shall be conducted taking into consideration common industry practices prevailing at the relevant time.
6 ANNUAL QUANTITIES

6.1 Annual Contract Quantity

6.1.1 Subject to Clauses 6.1.2 and Clause 6.3.2, the "Annual Contract Quantity" or "ACQ" shall be one-hundred and seventeen million (117,000,000) MMBTU (or approximately 2.25 million metric tons) of LNG per Contract Year (or a pro-rata proportion thereof in respect of the first Contract Year, determined by reference to the month in which the Start Date falls).

6.1.2 Subject to Clause 6.3.2, the ACQ will increase to one hundred and ninety-five million (195,000,000) MMBTU (or approximately 3.75 million metric tons) of LNG for each Contract Year from the commencement of 2017 until the end of the Supply Period, (provided that, in respect of 2017, the ACQ will be a pro-rata proportion thereof, determined by reference to the Buyer's nominated month pursuant to Clause 6.1.3, or failing receipt of any such nomination, by reference to June 2017).

6.1.3 The Buyer must serve notice on the Seller no later than 15 November 2016 nominating one of April 2017, May 2017 or June 2017 as being the month which it wishes to receive the relevant increased volume of LNG during 2017. Such notice shall be irrevocable.

6.1.4 The Buyer may not decrease the ACQ, unless in accordance with this Agreement.

6.2 Adjusted Annual Contract Quantity

6.2.1 In relation to each Contract Year, the "Adjusted Annual Contract Quantity" or "AACQ" in respect of each Contract Year is the quantity (in MMBTU) of LNG to be scheduled for delivery in the ADP, and shall be the ACQ determined pursuant to the provisions of Clauses 6.1 and 6.3.2, adjusted to reflect:

(c) any Annual Make-Good Quantity in accordance with Clause 7.3;

(d) any Round Up Quantity or Round Down Quantity with any required adjustments, if applicable, in each case in accordance with Clause 12.1.7; and

(e) any Annual Adjustment Quantity for deviation in Standard Cargo Content in accordance with Clause 12.4.5 (which may, for the avoidance of doubt, include adjustments from the Contract Year prior to the previous Contract Year).

6.2.2 In determining the quantities delivered by the Seller and taken by the Buyer in any Contract Year, any Cargo that was scheduled in the ADP for delivery in that Contract Year and was delivered or taken during the first seven (7) days immediately following the end of such Contract Year shall be treated as having been delivered and taken in such Contract Year.

6.2.3 Delivery of the AACQ in each Contract Year shall be in Cargoes.

6.3 Excess Seller LNG
6.3.1 If at any time during the Supply Period, the Buyer desires to purchase from the Seller under this Agreement quantities of LNG in excess of the ACQ and any entitlement to AUFQ for delivery to the Receiving Terminals:

(a) the Buyer shall notify the Seller of the quantity of excess LNG it requires under the terms and conditions of this Agreement; and

(b) the Seller, at its sole discretion, shall accept or decline to offer to sell such excess LNG quantity to the Buyer within thirty (30) days from the date of receipt of the relevant notification by the Buyer under Clause 6.3.1(a), provided that the Seller reserves the right to accept to offer to sell to the Buyer a portion of such excess LNG quantity requested by the Buyer (such quantity, the sale of which is agreed by the Seller, hereinafter referred to as the “Excess Seller LNG”).

6.3.2 For the avoidance of doubt, if the Parties so agree, the Excess Seller LNG shall be added to the ACQ of the Contract Year in which such excess Seller LNG is requested and the ADP and/or Ninety Day Schedules for such Contract Year shall include or (as the case may be) shall be amended to include such Excess Seller LNG. Thereafter, the Excess Seller LNG shall be added to the ACQ as specified in Clause 6.1 for each subsequent Contract Year.

7 QUANTITY FLEXIBILITY

7.1 Annual Upward Flexibility Quantity

7.1.1 Subject to Clause 7.1.3, the Buyer may request

the “Annual Upward Flexibility Quantity” or “AUFQ”) by notifying the Seller in accordance with the following provisions:

(a) in the event the Buyer notifies the Seller in writing not later than __________ in the year preceding such Contract Year that the Buyer wishes to request AUFQ, the Seller shall accept such request subject to Delivery Capacity and such AUFQ shall be included in the ADP and Ninety Day Schedule for such Contract Year; and

(b) in the event the Buyer notifies the Seller in writing later than __________ in the year preceding such Contract Year but in no event less than __________ prior to the requested delivery of any such AUFQ, that the Buyer wishes to request AUFQ, the Seller shall review in good faith and determine at its sole discretion whether to accept such request. If the Seller accepts such request, the ADP and/or Ninety Day Schedule for such Contract Year shall include or (as the case may be) shall be amended to include such AUFQ.

7.1.2 Where the Buyer requests an AUFQ in relation to a Contract Year, the Buyer may not subsequently request an ADFQ in relation to that Contract Year.

7.1.3 The Buyer may not request an AUFQ in relation to a Contract Year if the Buyer exercises or has exercised ADFQ under Clause 7.2 in relation to that same Contract Year.
7.1.4 Any AUFQ the Seller has accepted in accordance with Clause 7.1.1 shall be taken into account in the determination of the final AACQ for the Contract Year in which such AUFQ is accepted, in accordance with Clause 6.2.1.

7.2 **Annual Downward Flexibility Quantity**

7.2.1 Subject to Clauses 7.1.2 and 7.2.5, the Buyer has the right not to purchase and take

*(the “Annual Downward Flexibility Quantity” or “ADFQ”) by notifying the Seller in accordance with the following provisions:*

(a) in the event the Buyer notifies the Seller in writing not later than ?? in the year preceding such Contract Year that the Buyer wishes to exercise ADFQ, the Seller shall accept such request and such ADFQ shall be included in the ADP and Ninety Day Schedule for such Contract Year; and

(b) in the event the Buyer notifies the Seller in writing later than ?? in the year preceding such Contract Year but in no event less than ?? prior to the planned delivery of a Cargo for which the Buyer wishes to exercise ADFQ, the Seller shall review in good faith and determine at its sole discretion whether to accept such request. If the Seller accepts such request, the ADP and/or Ninety Day Schedule for such Contract Year shall include or (as the case may be) shall be amended to include such ADFQ.

7.2.2 The Buyer shall make-good an ADFQ in respect of any Contract Year in accordance with Clause 7.3.

*The sum of all ADFQs in existence at any time shall be designated the “Cumulative Downward Flexibility Quantity” or “CDFQ”.*

7.2.4 The CDFQ shall be reduced automatically at the end of each Contract Year by the Seller’s agreed AMGQ taken by the Buyer in such Contract Year and paid for in accordance with the provisions of Clause 17.4.

7.2.5 The Buyer shall not request ADFQ in respect of

7.2.6 Any ADFQ the Seller has accepted in accordance with Clause 7.2.1 shall be taken into account in the determination of the final AACQ for the Contract Year in which such ADFQ is accepted in accordance with Clause 6.2.1.

7.3 **Annual Make-Good Quantity**

7.3.1 The Buyer shall make-good any ADFQ previously exercised (the “Annual Make-Good Quantity” or “AMGQ”) as soon as reasonably practicable after exercising the right to ADFQ.
7.3.2 The Buyer shall request to receive AMGQ in quantities that correspond to the outstanding ADFQ in accordance with the below provisions:

(a) in the event the Buyer notifies the Seller in writing not later than [redacted] in the year preceding such Contract Year that the Buyer wishes to exercise AMGQ, the Seller shall accept such request subject to Delivery Capacity and such AMGQ shall be included in the ADP and Ninety Day Schedules for such Contract Year; and

(b) in the event the Buyer notifies the Seller in writing later than [redacted] in the year preceding such Contract Year but in no event less than [redacted] prior to the delivery of any AMGQ, that the Buyer wishes to exercise AMGQ, the Seller shall review in good faith and determine in its sole discretion whether to accept such request. If the Seller accepts such request, the ADP for such Contract Year and/or Ninety Day Schedule(s) shall include or (as the case may be) shall be amended to include such AMGQ.

7.3.3 Any AMGQ the Seller has accepted in accordance with Clause 7.3.2 shall be taken into account in the determination of the final AACQ for the Contract Year in which such AMGQ is accepted in accordance with Clause 6.2.1.

7.3.4 If, as at 1 October of the year preceding the last Contract Year, there is, or there will at the end of the year preceding the last Contract Year (after taking account of any AMGQ in the remaining part of that year) be any CDFQ outstanding, then the Buyer shall be treated for the purposes of Clause 8.2 as having failed to take, in the last Contract Year, a quantity of LNG calculated as:

(a) the CDFQ as at the end of the year preceding the last Contract Year, less

(b) the amount (if any) of AMGQ requested by the Buyer (as make-good in respect of all or any part of such CDFQ) pursuant to Clause 7.3.2 for delivery in the last Contract Year,

and such quantity (converted to MMBTU on the basis of the Standard Cargo Content of the Cargo(es) which are excluded from the ADP pursuant to the exercise of such ADFQ) shall be invoiced by the Seller at any time after the commencement of the final Contract Year and paid for in accordance with Clause 17.4.2.

7.4 Counting Certain Quantities

(a) For the purposes of determining the AACQ in accordance with Clause 6.2.1, the AUFQ, ADFQ and AMGQ shall be counted in MMBTU on the basis of the Standard Cargo Content of the Cargo(es) which are included in or excluded from the ADP pursuant to the exercise of such AUFQ, ADFQ or AMGQ.

(b) To give effect to Clause 7.4.(a) in the case of ADFQ under Clause 7.2, the excluded Cargo(es) shall be converted to MMBTU on the basis that it is deemed to be the Standard Cargo Content of such Cargo(es) as provided by the Seller pursuant to the prevalent ADP or Ninety Days Schedule, as applicable.

7.5 Annual Statement
Following the expiry of each Contract Year the Seller shall send to the Buyer a statement ("Annual Statement") which shall show for that Contract Year the calculations for and determination of:

(a) the cumulative Quantity Delivered during the Contract Year;
(b) the AACQ for that Contract Year;

8 TAKE OR PAY

8.1 Buyer's Obligation to Take-or-Pay

8.1.1 In each Contract Year, the Seller shall sell and deliver in accordance with Clause 6.2.3, and the Buyer shall, subject to Clauses 8.2.2(i) to (iii) (inclusive), purchase, receive and pay for, or pay for if not taken, the AACQ.

8.1.4 Notwithstanding Clauses 8.1.2 and 8.1.3, the Buyer may not nominate to the Seller an alternate Receiving Terminal pursuant to Clause 8.1.2 which at the time of such nomination is subject to a notice of force majeure.

8.2 Buyer's Failure to Take Delivery

8.2.1 If the Buyer is in breach of its obligation to take delivery of a Cargo, then the provisions of Clause 8.3 or 8.4, as the case may be, shall apply.

8.2.2 For the purposes of Clauses 8.2.1, 8.3.1 and 8.4.1, the Buyer shall be in breach of its obligation to take delivery of a Cargo, if:

(a) the Parties, after having used reasonable endeavours to reschedule the Scheduled Unloading Window for the relevant Cargo (taking into account the upcoming loading and/or delivery schedule for the relevant LNG Vessel), are unable to reach agreement within forty eight (48) hours after the Loading Date of the Cargo; or

(b) the Seller gives Notice of Buyer Default under Clause 11.8.3 in relation to the Cargo; or
(e) the Buyer notifies the Seller that the Buyer will not, or is unable to, take delivery of the Cargo at any of the Receiving Terminals (including for the avoidance of doubt alternate Receiving Terminals notified under Clause 8.1), other than where:

(i) the Buyer is prevented from taking delivery of the Cargo due to an event of Force Majeure affecting the Buyer;

(ii) the Seller is in breach of its obligation to deliver LNG to the Buyer; or

(iii) the Buyer rejects such quantities of LNG by reason of its being outside the Specification in accordance with Clause 13.2.

8.3 Net Proceeds

8.3.1 The Seller shall use its reasonable endeavours to find a Third Party purchaser for such Cargo. Upon receipt of the proceeds of sale by the Seller from any sale of the relevant Cargo to a Third Party purchaser, the Seller shall invoice the Buyer for the difference between:

(a) an amount equal to the Contract Price prevailing on the last day of the Scheduled Unloading Window of the relevant Cargo multiplied by a quantity of LNG equal to the Standard Cargo Content of the relevant Cargo; and

(b) the Net Proceeds;

provided that, if the Net Proceeds exceed the amount the Buyer would have paid had the Cargo been delivered at the relevant Receiving Terminal, then such excess shall be retained by the Seller for its own account.

8.3.2 For the purposes of this Clause 8.3, "Net Proceeds" in respect of a Cargo shall be determined as:

\[ \text{Net Proceeds} = A - (B - C) \]

Where:

A is the proceeds actually received by the Seller from the sale of such Cargo to the Third Party purchaser calculated by reference to the contract price agreed between the Seller and the Third Party purchaser, multiplied by the MMBTU content of LNG actually sold (and, for the purposes of such calculation, in case the Seller was able to sell a volume of LNG to the Third Party purchaser that is greater than the volume that was scheduled to be delivered to the Buyer as part of the relevant Cargo, such MMBTU content shall be deemed not to exceed the Standard Cargo Content of the relevant Cargo that was so scheduled);

B is all costs incurred or borne by the Seller in respect of the sale and delivery of such Cargo to the Third Party purchaser, such costs being any reasonable,
properly incurred and verifiable documented fees, commissions, duties, expenses, costs of sale and LNG Vessel expenses (including charter hire and loss of utilisation of the LNG Vessel, cost of bunkers and other costs of the LNG Vessel); and

C is the amount of the corresponding costs which would have been incurred (if the Buyer had taken such Cargo) in selling and delivering such Cargo to the Buyer at the Receiving Terminal at which the Cargo was scheduled to be delivered and which were actually avoided by the Seller as a result of such Cargo not being delivered to the Buyer.

8.3.3 The Seller shall not be under any obligation to sell or deliver any replacement LNG to the Buyer in respect of any Net Proceeds Cargo.

8.4 Take or Pay and Make-Up LNG

8.4.1 If the Buyer is in breach of its obligation to take delivery of a Cargo and the Buyer's inability to take that Cargo then the Buyer shall pay to the Seller an amount equal to the Contract Price prevailing on the last day of the Scheduled Unloading Window of the relevant Cargo multiplied by a quantity of LNG equal to the Standard Cargo Content in respect of the relevant Cargo less any Quantity Delivered by way of partial delivery of such Cargo, if applicable.

8.4.2 The amount payable by the Buyer under Clause 8.4.1 shall accrue and shall be invoiced by the Seller:

(a) in the case of Clause 8.2.2(a), as soon as reasonably practicable after the forty-eight (48) hour period referred to therein expires, provided that such amount shall not be due for payment earlier than the last day of the Scheduled Unloading Window;

(b) in the case of Clause 8.2.2(b), upon the giving of Notice of Buyer Default under Clause 11.8.3 in which case the amount shall be payable in accordance with Clause 17.4.2; or

(c) in the case of Clause 8.2.2(c), as soon as reasonably practicable after receipt by the Seller of the Buyer's notice referred to therein, provided that such amount shall not be due for payment earlier than the last day of the relevant Scheduled Unloading Window.

8.4.3 The Buyer may request in writing the delivery in any Contract Year of Make-Up LNG, and the Seller shall consider such requests as follows:

(a) in the event the Buyer notifies the Seller not later than 1 October in the year preceding such Contract Year that the Buyer wishes to request such Make-Up LNG, the Seller shall be obliged to accept such request subject to Delivery Capacity, and the ADP for such Contract Year shall be amended to include such Make-Up LNG;

(b) in the event the Buyer notifies the Seller after 1 October in the year preceding the relevant Contract Year but in no event less than ninety (90) days prior to delivery of any Make-Up LNG, that the Buyer wishes to request such Make-Up LNG, the Seller shall review in good faith and determine at its sole discretion whether to accept such request. If such request is accepted by the Seller, the ADP for such Contract Year and/or Ninety
Day Schedule shall include or (as the case may be) shall be amended to include such Make-Up LNG; and

(c) the Buyer may request that such Make-Up LNG be delivered in the same Contract Year in which the Cargo(es) to which such Make-Up LNG relates was scheduled to be delivered, subject to giving written notice ninety (90) days prior to the requested delivery date. The Seller shall review and determine at its sole discretion whether to accept such request. If such request is accepted by the Seller, the ADP for such Contract Year and/or Ninety Day Schedule shall include or (as the case may be) shall be amended to include such Make-Up LNG.

8.4.4 If the Buyer fails to take any scheduled Make-Up LNG for any reason other than an event of Force Majeure affecting the Buyer or a failure by the Seller to make such Make-Up LNG available or the Buyer rejects such Make-Up LNG pursuant to Clause 13.2, the Buyer shall thereafter have no further rights to that Make-Up LNG.

8.4.5 If the Seller fails to make any scheduled Make-Up LNG available for any reason, including an event of Force Majeure affecting the Seller, that Make-Up LNG shall remain outstanding in the chronological order in which the corresponding Cargo(es) were paid for but not taken.

8.4.6 If, at the end of the Supply Period, there remains any Make-Up LNG outstanding, then the Buyer may request (subject to available Delivery Capacity) delivery of Make-Up LNG in the following twelve (12) months, (the "Make-Up Period") in respect of all outstanding Make-Up LNG and shall use reasonable endeavours to accept delivery of such Make-Up LNG. The provisions of this Clause 8.4 shall apply in respect of such outstanding Make-Up LNG (if any) and such twelve (12) month period shall be treated as if it were a Contract Year for the purposes of programming the delivery of such Make-Up LNG.

8.4.7 If the Buyer is unable to take delivery of any remaining Make-Up LNG within twelve (12) months after the end of the Supply Period, then the Seller shall not be obliged to deliver such Make-Up LNG or to refund the payments associated with the remaining Make-Up LNG.

8.4.8 If the Seller is unable to deliver any remaining Make-Up LNG previously requested by the Buyer within the Make-Up Period for any reason, including an event of Force Majeure affecting the Seller, then the Seller shall refund the payments associated with the remaining Make-Up LNG.

9 ALLOCATION PRINCIPLES – CARGOES DELIVERED

Quantities of LNG received by the Buyer in any Contract Year shall satisfy the following obligations in the following order of priority, and Cargoes when delivered shall be designated accordingly:

(a) the AACQ (excluding AMGQ and [Redacted])
(b) the Make-Up LNG, if any has been requested by the Buyer and accepted by the Seller;
(c) the AMGQ, if any has been requested by the Buyer and accepted by the Seller;
(d) [Redacted]
10 TRANSFER OF TITLE AND RISK

10.1 Title and Risk

10.1.1 In accordance with the further provisions of this Agreement:

(a) LNG to be sold by the Seller and purchased by the Buyer under this Agreement shall be delivered ex-ship at the Delivery Point, and all title to and risk of loss in respect of the LNG shall pass from the Seller to the Buyer as the LNG passes the Delivery Point; and

(b) the Seller shall be responsible for loading LNG at the Loading Facility and transportation of LNG from the Loading Facility to the Delivery Point.

10.1.2 Title to and risk of loss in respect of the returned Natural Gas vapour shall pass from the Buyer to the Seller as it passes the point at which the end flange coupling of the Buyer’s return vapour line at the Receiving Terminal joins the flange coupling of the return manifold of the LNG Vessel.

10.2 Seller's Warranty of Title

The Seller warrants that it has all legal rights to produce and to sell the LNG under this Agreement and further warrants that it will pass good title in the LNG to the Buyer under this Agreement free from all liens, charges, security interests, encumbrances and adverse claims.

11 TRANSPORTATION AND UNLOADING

11.1 Seller's Obligations

11.1.1 The Seller shall transport the LNG to be sold and delivered hereunder to the Buyer at the Delivery Point using an LNG Vessel.

11.1.2 No LNG vessel shall constitute an LNG Vessel or part of the Integrated Fleet for the purposes of this Agreement unless the proposed LNG vessel is shown to be compatible with the Receiving Terminal(s), including in accordance with the provisions of Clause 3.4, in conformity with the relevant specifications set out in Schedule C (LNG Vessel Specification) and otherwise in compliance with this Agreement and the applicable Terminal Rules.

11.1.3 LNG vessels under construction, testing and/or delivery may be included as part of the Integrated Fleet in any Contract Year provided that the Seller has shown to the reasonable satisfaction of the Buyer that such LNG vessel: (i) is intended to form part of the Integrated Fleet; (ii) is compatible with the Receiving Terminal(s); and (iii) conforms to the specifications set out in this Clause 11.1 and Schedule C (LNG Vessel Specification) and (iv) has actually been constructed, tested and delivered at the time of its intended use under this Agreement.

11.1.4 With respect to each LNG vessel which the Seller uses or plans to use as an LNG Vessel, prior to its entry into service to transport LNG hereunder, the Seller and the Buyer shall promptly exchange information, as necessary, to confirm the compatibility of the vessel and corresponding available channel depths to access the Receiving Terminal and/or to identify any incompatibilities prior to the intended Loading Date.
11.1.5 Should any LNG vessel used by the Seller as an LNG Vessel at any time fail to conform with the specifications set out in Schedule C (LNG Vessel Specification) or otherwise fail to be in compliance with the provisions of this Agreement, the Seller may not use such vessel as an LNG Vessel hereunder until it has been made to conform or made to so comply.

11.1.6 Subject to Clause 11.2.1, and provided the Seller or the Seller's agent has reasonable access to the Unloading Port, at no cost to the Buyer, the Seller shall be responsible for obtaining and maintaining all customary port approvals, marine permits and other technical and operational authorisations required by or for each LNG Vessel in relation to the Unloading Port and otherwise for the purposes contemplated by this Agreement. If requested by the Seller, the Buyer shall, in a timely and expeditious manner, provide the Seller with such assistance as the Seller may reasonably require in obtaining and maintaining such approvals, permits and authorisations.

11.1.7 All Port Charges payable by or in respect of an LNG Vessel at the Unloading Port (including the expense, if any, of shifting berth) shall be paid by the Seller; provided, however, that any such charges which are payable as a result of the LNG Vessel shifting berth for the purposes of or at the request of the Buyer, its agent or contractor (for reasons other than Force Majeure or compliance with the Terminal Rules) shall be for the account of the Buyer, and time lost in unloading due to such shifting of an LNG Vessel shall not be added to the Allowed Laytime. The Buyer shall pay for:

(a) any costs associated with fendering, for providing a safe berth/berthing side for the discharging LNG Vessel;

(b) charges for standby contingency agreements with Third Parties, in terms of required readiness for mooring or un-mooring, unless and until expressly agreed with the Seller in writing; and

(c) Taxes and duties payable in the event the LNG Vessel has to depart or separate from the berth to go to sea due to a local security incident, local security conditions in general or where the berth has been rendered unsafe.

11.1.8 The provisions of this Agreement regarding LNG Vessels shall apply whether or not an LNG Vessel is owned and/or operated by the Seller.

11.2 Buyer’s Obligations at the Receiving Terminal

11.2.1 The Buyer shall ensure that the Port Authority for the Unloading Port (and any other Competent Authority in relation to the Unloading Port or Receiving Terminal) has approved the use (including entry, passage to berth, berthing and departure from berth) of the Unloading Port and Receiving Terminal by LNG Vessels having the dimensions set out in Schedule C (LNG Vessel Specification).

11.2.2 The Buyer shall provide, or shall cause to be provided, a safe berth and unloading facilities at the Receiving Terminal in accordance with Clause 5.1. The Buyer shall operate (or cause to be operated) the Receiving Terminal so as to permit discharge of Cargoes as safely, quickly and efficiently as reasonably possible, shall co-operate (or cause the operator of the Receiving Terminal to co-operate) in the prompt bunkering and servicing (if requested and if available) and departure of LNG Vessels and shall comply in any event with all requirements of Clause 5.1.
11.2.3 The Buyer shall procure that the relevant Competent Authority maintains waterway approaches and channels in order to ensure reliable deliveries of agreed LNG quantities. The agreed minimum guaranteed depth of thirteen (13) metres along the entire waterway to access the Receiving Terminal safely will be ensured and maintained throughout the Supply Period. Any required updates on local information pertaining to channel depths, characteristics, changes as and when they become applicable are to be procured by the Buyer from the relevant Competent Authority as soon as reasonably practicable.

11.2.4 The Buyer confirms that it will, on the reasonable request of the Seller, cooperate with the Seller in order to enable the Seller to contract available marine services effectively, including adequately sized tugs, piloting and line handling at the Unloading Port on the Seller's behalf or on behalf of the Seller's Transporter on reasonable terms and conditions in accordance with industry standards.

11.2.5 If requested by the Seller, the Buyer shall, in a timely and expeditious manner, provide the Seller and its appointed agents with, or procure for the Seller and its appointed agents, such assistance as the Seller or its appointed agents may reasonably require in obtaining all required information to be able to perform a thorough due diligence and assessment of the Receiving Terminal and Unloading Port including gaining access to the Receiving Terminal for due diligence (including security risk assessment), such assistance not to be unreasonably withheld or delayed, and in obtaining and maintaining such approvals, permits and authorisations.

11.3 Nomination of LNG Vessels

11.3.1 The Parties acknowledge and agree that Conventional LNG Vessels shall exclusively be nominated before the Q-Flex Vessel Acceptance has occurred, and thereafter during the monsoon season affecting the Unloading Port, unless and until the Parties agree otherwise in accordance with Clause 3.4.2. The Seller shall nominate the relevant LNG Vessel to be used for the transportation of each Cargo under this Agreement, and may from time to time revise its nomination, in accordance with the following:

(a) the LNG Vessel shall be provisionally nominated at the time of the issuance of final ADP by the Seller in accordance with Clause 12.1.2;

(b) the provisional nomination may be revised at any time prior to the submission of the Ninety Day Schedule for the month in which such Cargo is to be delivered;

(c) the LNG Vessel shall be finally nominated in the Ninety Day Schedule for the month in which such Cargo is to be delivered (and failing such final nomination the prevailing provisional nomination shall become final), subject to paragraph (d) of this Clause 11.3.1; and

(d) the Seller may revise its final nomination at any time before the loading of the relevant Cargo, provided that the newly nominated LNG Vessel complies with the requirements of Clause 11.1 and provided always, for the avoidance of doubt, that the LNG volume to be delivered by the newly nominated LNG Vessel is substantially the same as that of the LNG Vessel that was previously nominated.

11.3.2 For the avoidance of doubt, if an LNG Vessel does not comply (other than by reason of Force Majeure) with the requirements in Clause 11.1 and as a result is prevented from entering or
moving in the Unloading Port, any resulting shortfall in the delivery of LNG will be treated as a failure on the part of the Seller for the purposes of Clauses 8.2.2(ii) and 20.2.

11.3.3 Nothing in this Agreement shall establish or give rise to any liability between the Parties in respect of any damage or injury to an LNG Vessel, any other LNG vessel or other vessel, or the Receiving Terminal.

11.4 Shipping notifications

11.4.1 The Seller shall ensure that the Master of the LNG Vessel gives to the Buyer notice of the then estimated time of arrival of the LNG Vessel at the Unloading Port:

(a) first notice upon departure of the LNG Vessel from the Loading Facility or (pursuant to Clause 19, as the case may be) other point of departure for the Unloading Port; and

(b) where applicable, further notices at seven (7) days, and ninety-six (96) hours, forty-eight (48) hours, twenty-four (24) hours and six (6) hours, prior to the estimated time of arrival of the LNG Vessel at the Unloading Port,

and when the LNG Vessel has arrived at the sea buoy or customary anchorage of the Unloading Port (or any equivalent thereof such as the safe drifting or waiting area, taking into account the prevailing weather conditions and the features of the relevant Unloading Port), has cleared the necessary formalities with the relevant authorities and is ready in all respects to proceed to berth and commence unloading, the Master of the LNG Vessel shall give notice ("Notice of Readiness") to the Buyer and the operator of the Receiving Terminal. The Seller shall give such further notices as may be required by the Terminal Rules.

11.4.2 All notices to be sent to the Buyer in accordance with this Clause 11.4 shall also be sent to the operator of the Receiving Terminal and the Pakistan Gas Utilities to the extent the Buyer has provided contact details for each of them.

11.4.3 Further details of these notifications shall be contained in the Implementation Procedures.

11.5 Berthing

11.5.1 Subject to Clauses 11.1 and 11.2, the Seller shall use reasonable endeavours to obtain or cause the Seller's Transporter to obtain all consents from the relevant Competent Authority in Pakistan required in order to ensure that each relevant LNG Vessel can reach, berth and unload at the Receiving Terminal. The Buyer shall cooperate with the Seller and the Seller's Transporter, as reasonably requested by the Seller, in connection with obtaining such consents.

11.5.2 The Seller shall ensure that the berthing and departing of LNG Vessels and unloading of LNG at the Unloading Port is carried out in conformity with the laws, rules and regulations which relate to seaworthiness, safety, environmental protection, navigation, operation and similar technical and operational matters applicable to the relevant Unloading Port, Receiving Terminal and such LNG Vessels to the extent such laws, rules and regulations are in effect with respect thereto from time to time, including all applicable recommendations of advisory bodies such as SIGTTO and OCIMF which a Reasonable and Prudent Operator or a reasonable and prudent owner of an LNG vessel or an LNG receiving terminal would comply with.
11.5.3 Subject to Clause 11.5.4, after Notice of Readiness has been given, the Seller shall berth the LNG Vessel or cause it to be berthed safely and as expeditiously as reasonably possible in cooperation with the Buyer. The Seller and the Buyer shall cooperate to commence unloading or cause it to be commenced upon completion of berthing and complete unloading or cause it to be completed safely and as expeditiously as reasonably possible.

11.5.4 Where Notice of Readiness is given before or after the Scheduled Unloading Window, the Buyer shall use reasonable endeavours to berth and unload the LNG Vessel or cause it to be berthed and unloaded as expeditiously as reasonably practicable, at all times in accordance with the Terminal Rules, and the Buyer shall co-operate, or cause the Receiving Terminal or Unloading Port authority to co-operate, in the LNG Vessel being so berthed, consistent with the Terminal Rules.

11.5.5 If a number of LNG vessels (including the LNG Vessel), having arrived at the Unloading Port on or before their respective scheduled unloading windows, are waiting to proceed to berth and/or unload, having been prevented from doing so as a result of Adverse Weather Conditions, Force Majeure or local security issues affecting the Buyer at the Receiving Terminal, then (from the time when berthing and unloading is no longer prevented by such circumstances) such LNG vessels shall be unloaded in the order of their scheduled unloading dates and at all times in accordance with and subject to the Terminal Rules.

11.5.6 When an LNG Vessel is due to arrive at the same Buyer's berth at a Receiving Terminal at approximately the same time of day as an LNG vessel other than the LNG Vessel in question, then (subject to Clause 11.5.7 and subject to the Terminal Rules):

(a) if the LNG Vessel is due to arrive at the applicable sea buoy or customary anchorage of the Unloading Port on schedule, the LNG Vessel shall be berthed in priority to the other LNG vessel;

(b) if the other LNG vessel is due to arrive at the applicable sea buoy or customary anchorage of the Unloading Port on schedule, the other LNG vessel may be berthed in priority to the LNG Vessel; and

(c) if both the LNG Vessel and the other LNG vessel are due to arrive at the applicable sea buoy or customary anchorage of the Unloading Port outside their respective schedules, then the normal shipping industry practice of "first come, first served" shall apply.

11.5.7 If any LNG vessel(s) (including any LNG Vessel(s)) are awaiting a berth as a result of Adverse Weather Conditions or local security issues prevailing at the time of their arrival at the Unloading Port, any LNG vessel (including an LNG Vessel) arriving at the Unloading Port on schedule after the cessation of such Adverse Weather Conditions or local security issues (as the case may be) shall be berthed in priority to such LNG vessel(s) in accordance with and subject to the Terminal Rules.

11.5.8 Notwithstanding Clauses 11.5.4 to 11.5.7, the Seller may request that its LNG Vessel is berthed in priority to all other LNG vessels if it considers it necessary. If the Seller makes such a request, then without prejudice to the Buyer's other contractual commitments, the Buyer shall make a request to the operator of the Receiving Terminal and the relevant Port Authority to berth the LNG Vessel ahead of all other LNG vessels. For the avoidance of doubt, the Buyer shall not be in breach of this Clause 11.5.8; if the operator of the Receiving Terminal or the relevant Port Authority does not meet such request.
11.5.9 The Buyer shall notify the Master of the LNG Vessel of its berthing priority at the Receiving Terminal upon its receipt of Notice of Readiness.

11.6 Unloading

11.6.1 The Seller and the Buyer shall commence unloading or cause it to be commenced as soon as practicable after the completion of berthing and shall complete unloading or cause it to be completed safely, effectively and expeditiously. The Buyer shall operate or cause to be operated the Receiving Terminal so as to permit unloading of the LNG Vessel as quickly and efficiently as reasonably possible.

11.6.2 The Seller shall cause the LNG Vessel to depart safely and expeditiously from the berth after the Completion of Unloading and the Buyer shall co-operate, or cause the operator of the Receiving Terminal to co-operate, in the safe and expeditious departure of the LNG Vessel from the berth.

11.7 Unloading Delays

11.7.1 Without prejudice to Clause 11.7.4, if any delay occurs or is foreseen to occur to an LNG Vessel at the Unloading Port in proceeding to berth, berthing, discharging or departing the berth beyond the Allowed Laytime, then the Parties shall discuss in good faith and use their respective best endeavours to minimise or avoid such delay, and at the same time shall cooperate with each other to find countermeasures (consistent with their respective obligations hereunder) to minimise or avoid the occurrence of any similar delay in the future.

11.7.2 Subject to Clause 11.7.6, the maximum laytime allowed for the unloading of each LNG Vessel ("Allowed Laytime") shall be

11.7.3 Laytime used in unloading the LNG Vessel ("Used Laytime") shall start:

(a) if the LNG Vessel gives Notice of Readiness during its Scheduled Unloading Window, on the earlier of:
   (i) six (6) hours after the Notice of Readiness was given; or
   (ii) the time at which the LNG Vessel is berthed and all fast;
(b) if the LNG Vessel gives Notice of Readiness before its Scheduled Unloading Window, on the earlier of the time:
   (i) at which the LNG Vessel is berthed and all fast; or
   (ii) 06:00 hours local time on the first day of the Scheduled Unloading Window; and
(c) if the LNG Vessel arrives or gives Notice of Readiness after its Scheduled Unloading Window, at the time at which the LNG Vessel is all fast at berth. In such instance, the Buyer shall use reasonable endeavours to procure that the LNG Vessel is berthed as soon as reasonably practicable.

11.7.4 If Completion of Unloading and departure (unmoored and cleared of the berth) of the LNG Vessel does not occur within the Allowed Laytime, the Buyer shall pay to the Seller demurrage at the Agreed Demurrage Rate in US$ per day for each day of delay in Completion
of Unloading and departure of the LNG Vessel beyond such Allowed Laytime, and pro rata for any partial day of delay to the nearest hour.

11.7.5 The "Agreed Demurrage Rate" in US$/day for any LNG Vessel shall be equivalent to the daily charter rate under the charter party between the Seller and the Seller's Transporter for such LNG Vessel applicable as at the relevant date on which a liability to pay demurrage hereunder arose. The Agreed Demurrage Rate for each LNG Vessel for a Contract Year shall be notified by the Seller to the Buyer pursuant to Clause 12.1.6(c).

11.7.6 For the purposes of Clause 11.7.4, Allowed Laytime shall be extended by:

(a) any delay attributable to or period of time required as a result of the action or omission of the Seller, the LNG Vessel or Master of the LNG Vessel;

(b) any delay attributable to compliance by the LNG Vessel with Unloading Port regulations, and to awaiting daylight operations and orders by the harbour master, except to the extent such delay was caused or contributed to by the Buyer or the operator of the relevant Unloading Facilities;

(c) any period of delay resulting from Adverse Weather Conditions and/or Adverse Security and Safety Conditions; and

(d) any delay attributable to Force Majeure.

11.7.7 Payment by the Buyer of demurrage pursuant to Clause 11.7.4 shall be the Seller's sole remedy for the delay in the Completion of Unloading and the departure of an LNG Vessel beyond the Allowed Laytime unless otherwise specified herein.

11.8 Buyer's Failure to Take Delivery

11.8.1 If the LNG Vessel has issued Notice of Readiness and the LNG Vessel has not been berthed and unloaded within a period of thirty-six (36) hours (such period to be extended by any delay referred to in Clause 11.7.6) after the expiry of Allowed Laytime due to the fault of the Buyer, the Seller may give notice to the Buyer requiring the Buyer forthwith to berth and unload the LNG Vessel (a "Notice toUnload").

11.8.2 For the purposes of Clause 11.8.1, where the LNG Vessel issued Notice of Readiness after the Scheduled Unloading Window, and, in accordance with the Terminal Rules, the Buyer could have berthed and unloaded the LNG Vessel in accordance with Clause 11.5.4 but did not do so for reasons other than an event of Force Majeure affecting the Buyer, the Used Laytime shall be deemed (notwithstanding Clause 11.7.3(c)) to have commenced at the earliest practicable time at which the Buyer could have berthed and commenced the unloading of the LNG Vessel.

11.8.3 If the Seller gives Notice to Unload under Clause 11.8.1 and the LNG Vessel is not berthed and unloaded within a period of thirty-six (36) hours (such period to be extended by any delay referred to in Clause 11.7.6) from the time at which the Notice to Unload was received, the Seller may at any time thereafter (unless the LNG Vessel has been berthed and unloaded) give a notice of default to the Buyer (a "Notice of Buyer Default").

11.8.4 If the Seller gives Notice of Buyer Default under Clause 11.8.3:
(a) the Buyer shall be treated (for all purposes of this Agreement including, without limitation, Clause 8.2) as having failed to take delivery of the relevant Cargo;

(b) the Seller may cause the LNG Vessel to depart the Unloading Port (and shall manage the relevant Cargo at its own discretion); and

(c) demurrage shall cease to be payable by the Buyer with effect from the time at which such Notice of Buyer Default is given.

11.8.5 If at any time prior to the Scheduled Unloading Window the Buyer informs the Seller in writing of its inability to receive any Cargo (except in the case of Force Majeure or pursuant to Clause 13.2.1(a)), pursuant to Clause 8.2.2 the Buyer shall be deemed as not having taken the relevant Cargo and the provisions of Clause 8.2 shall apply.

12 DELIVERY PROGRAMMES

12.1 Annual Delivery Programme

12.1.1 Not later than, in the case of the first Contract Year, thirty (30) days prior to the Start Date, and in the case of every succeeding Contract Year, 1 October in the year preceding such Contract Year:

(a) the Seller shall provide to the Buyer indicative information as to the planned maintenance of the Seller's Facilities in the Contract Year, and the numbers of Cargoes expected to be available for delivery in each month of the Contract Year; and

(b) the Buyer shall provide to the Seller indicative information as to the planned maintenance of the Unloading Facilities and, in terms of the Cargoes which the Buyer wishes to be delivered at the Receiving Terminal in each month of the Contract Year, the Buyer's preferred unloading schedule, relevant up to date tide tables, and indicative information concerning any maximum unloaded LNG quantity restrictions.

12.1.2 Not later than in the case of the first Contract Year, twenty five (25) days prior to the Start Date, and in the case of every succeeding Contract Year, 15 October in the year preceding each Contract Year, the Seller shall prepare (having regard to the information exchanged pursuant to Clause 12.1.1 and other relevant information available as at 15 October) and submit to the Buyer a proposed ADP for the Contract Year, setting out the information specified in Clause 12.1.6 and the determination of the AACQ.

12.1.3 The Parties shall discuss in good faith the proposed ADP submitted by the Seller with a view to reaching agreement, as far as possible, on the ADP to be issued by the Seller in accordance with Clause 12.1.4.

12.1.4 Following the Parties' discussions, and in any event not later than, in the case of the first Contract Year, fifteen (15) days prior to the Start Date, and in the case of every succeeding Contract Year 1 December in the year preceding such Contract Year, the Seller shall determine (in accordance with Clauses 12.1.5 and 12.1.6) and submit to the Buyer the ADP for the Contract Year. This final ADP shall include the determination of the AACQ for the Contract Year.

12.1.5 The ADP shall:
(a) take account of the planned maintenance (as notified under Clause 12.1.1) of the Seller's Facilities and the Unloading Facilities and planned dry-docking and inspection of LNG Vessels and the Receiving Terminal in the Contract Year;

(b) reflect what was agreed between the Parties in discussions pursuant to Clause 12.1.3; and

(c) otherwise take into account, so far as practicable, the information exchanged by the Parties pursuant to Clause 12.1.1.

12.1.6 The ADP shall specify:

(a) the aggregate number of Cargoes to be delivered in the Contract Year;

(b) for each Cargo in such Contract Year:
   
   (i) the LNG Vessel provisionally nominated to transport the Cargo;

   (ii) the volumetric and MMBTU quantity provisionally expected to be unloaded in respect of the Cargo;

   (iii) the anticipated Loading Date of the LNG Vessel at the Loading Facility;

   (iv) the Receiving Terminal at which the Cargo is scheduled to be delivered;

   (v) the window of two (2) days within which the LNG Vessel is scheduled to arrive at the Receiving Terminal; and

   (vi) any other information that the Parties agree to include; and

(c) the Agreed Demurrage Rate for each LNG Vessel or class of LNG Vessels, as applicable or as notified by the Seller at a later date.

12.1.7 If it is estimated that, for a Contract Year the allocation of annual quantities delivered in Cargoes would result in a fraction of a Cargo:

(a) if such fraction would exceed half of a Cargo, the Seller may increase the ACQ for that Contract Year by the amount sufficient to complete such Cargo, such additional quantity, if any, being a “Round Up Quantity”. Any such Round Up Quantity shall be added to the ACQ for that Contract Year and shall be deducted from the ACQ for the next Contract Year (if any) in accordance with Clause 6.2.1;

(b) if such fraction would represent half or less of a Cargo, the Seller may reduce the ACQ for that Contract Year by the amount sufficient to eliminate such fraction, such reduction, if any, being a “Round Down Quantity”. Any such Round Down Quantity shall be deducted from the ACQ for that Contract Year and shall be added to the ACQ for the next Contract Year (if any) in accordance with Clause 6.2.1.

12.2 Ninety Day Schedule

12.2.1 Not later than the fifteenth (15th) day of each calendar month, the Seller shall prepare and submit to the Buyer a schedule (the “Ninety Day Schedule”) of LNG deliveries for the following three (3) calendar months setting out the information specified in Clause 12.1.6 and such additional information as the Parties may agree. The Ninety Day Schedule shall cover
the deliveries of LNG to be made by the Seller to the Buyer during the period beginning on its date of issue and including the immediately following three (3) calendar months.

12.2.2 Each Ninety Day Schedule shall be prepared on the basis, as to the first two (2) months to which it relates, of the preceding Ninety Day Schedule, and as to the third such month, of the ADP, but taking into account revisions made pursuant to Clause 12.3.

12.3 Adjustments to ADP and Ninety Day Schedule

12.3.1 The Seller shall reflect in each Ninety Day Schedule or (where relevant) in a modified ADP any change in the provisional nomination, and the final nomination, of the LNG Vessel for a Cargo pursuant to Clause 11.3.

12.3.2 Where either Party anticipates any deviation from the ADP or prevailing Ninety Day Schedule or difficulty in complying with its obligations in relation to a particular Cargo on the basis of the ADP or Ninety Day Schedule, such Party may propose to the other Party a revision of the Scheduled Unloading Window(s) for any Cargo(es).

12.3.3 Where either Party proposes a revision of a Scheduled Unloading Window:

(a) the Parties shall discuss such proposal;

(b) each Party shall use reasonable endeavours to accommodate any proposal made by the other Party for such a revision;

(c) a Party shall not withhold its agreement to any proposed revision if such modification would have no material adverse impact on its performance of its obligations under this Agreement and all other LNG sale and purchase agreements to which it is a Party; and

(d) if the Parties do not agree on the proposed revision, the previously issued Ninety Day Schedule shall apply and thereafter the schedule set forth in the ADP shall prevail.

12.3.4 The ACQ shall not be adjusted or otherwise affected by any revision under this Clause 12.3 or other modification of the ADP or Ninety Day Schedule; and Clauses 12.3.2 and 12.3.3 (and any proposal or discussion under those Clauses) are without prejudice to the rights and obligations of each Party under Clauses 8.1 and 20.

12.4 Standard Cargo Content

12.4.1 The Seller shall:

(a) as soon as practicable prior to the Start Date; and

(b) thereafter from time to time (but not more frequently than once every twelve (12) months) upon the request of the Buyer or if the Seller so decides (acting reasonably and having regard to operational requirements),

taking account (where available) of the actual experience of unloadings from each of the relevant LNG Vessels pursuant to this Agreement, determine (acting reasonably) and notify to the Buyer the quantity (in MMBTU) of LNG which it expects would normally be comprised in a Cargo delivered by each of these LNG Vessels pursuant to this Agreement, taking into account the gas supply area from which the relevant Cargo is scheduled to be delivered.
12.4.2 The quantity for the time being notified by the Seller under Clause 12.4.1 in relation to each LNG Vessel shall be the "Standard Cargo Content" in relation to that LNG Vessel.

12.4.3 For the purposes of this Agreement, the applicable Standard Cargo Content in respect of any Cargo is the Standard Cargo Content of the LNG Vessel scheduled to deliver such Cargo.

12.4.4 If, after the ADP for a Contract Year has been agreed, the Seller expects to utilise in that Contract Year an LNG Vessel for which no Standard Cargo Content has been notified, the Seller shall promptly estimate in good faith and notify to the Buyer the Standard Cargo Content of that Cargo, as determined in accordance with this Clause 12.4.

13 QUALITY

13.1 Specification

13.1.1 LNG to be delivered under this Agreement shall, when converted into a gaseous state, comply with the Specification at the Delivery Point at the time of unloading. The quality of LNG loaded and unloaded shall be determined in accordance with Clause 14.

13.1.2 The Seller shall inform the Buyer and keep the Buyer informed of any deviation in the quality of LNG from the Specification anticipated or experienced and the expected extent and duration of the deviation. In the event of such deviation the Parties shall forthwith consult and use all reasonable endeavours to agree on appropriate amendments (on a temporary or permanent basis) to the Specification.

13.2 LNG Outside Specification

13.2.1 If the quality of any LNG loaded or to be loaded onto an LNG Vessel hereunder is not within the Specification or, in accordance with Clause 13.1.2, the Seller has notified the Buyer that the LNG to be unloaded is not expected to be within the Specification (subject to any amendment agreed under Clause 13.1.2), the Buyer shall have the right either:

(a) by giving notice of rejection to the Seller as soon as reasonably practicable and in any event within forty-eight (48) hours after the Seller notified the deviation from Specification to the Buyer or the Buyer otherwise became aware thereof, to reject such
LNG in which case the Seller shall be deemed to have failed to deliver the quantity of LNG rejected by the Buyer and be liable to the Buyer under Clause 20; provided however that the Buyer shall use reasonable endeavours to accept delivery thereof; or

(b) where Clause 13.2.1 (a) does not apply and the Buyer takes delivery of such LNG, to recover from the Seller all reasonable verifiable documented costs incurred by the Buyer or billed by one or both, as applicable, Pakistan Gas Utilities in relation to the receipt, treatment or disposal of the LNG (including such costs incurred in respect of services provided by Third Parties associated with its adaptation, acceptance or treatment, as applicable), as a result of the LNG being outside the Specification, up to a maximum aggregate amount of [REDACTED] of the amount payable by the Buyer in respect of such Cargo (such amount being the Contract Price applicable on the last day of the Scheduled Unloading Window multiplied by the Standard Cargo Content of such Cargo).

13.2.2 In the event that LNG is delivered when neither the Buyer nor the Seller was aware that it would not comply with the Specification on unloading, the Buyer shall have the right to recover from the Seller all reasonable verifiable documented costs incurred by the Buyer or billed by one or both, as applicable, Pakistan Gas Utilities, in relation to the receipt, treatment or disposal of the LNG (including such costs incurred in respect of services provided by a Third Party associated with its adaptation, acceptance or treatment, as applicable) and/or for any liability, loss, costs and damages reasonably incurred by the Buyer in connection with the acceptance and/or disposal of such delivered LNG that is outside the Specification, as a result of the LNG being outside the Specification, up to a maximum aggregate amount of [REDACTED] of the amount payable by the Buyer in respect of such Cargo (such amount being the Contract Price applicable on the last day of the Scheduled Unloading Window multiplied by the Standard Cargo Content of such Cargo).

13.2.3 The costs which the Buyer may recover from the Seller under Clause 13.2.1(b) and 13.2.2 shall not include any liability which the Buyer may incur to any Third Party (other than the Pakistan Gas Utilities) as a result of the sale, supply or delivery by any person of Natural Gas (or gas comprising in whole or part Natural Gas) resulting from the regasification of such out-of-Specification LNG.

13.2.4 Where the Buyer takes delivery of LNG in accordance with this Clause 13, the provisions of Clause 13.2.1(b) and Clause 13.2.2 shall be the Buyer's sole rights and remedies in respect of any failure of the Seller to comply with its obligations as to the quality and delivery of such LNG.

13.2.5 Subject to Clause 20.2, the provisions of this Clause 13 are the Buyer's only rights and remedies in respect of the quality of LNG delivered or to be delivered to the Buyer in accordance with this Clause 13, and in particular the Buyer shall have no such rights or remedies by reference to the quality of LNG at the time or point of unloading at the Receiving Terminal other than in relation to the delivery of LNG in compliance with the Specification.

14 MEASUREMENT, SAMPLING AND TESTING

14.1 Volume Determination
14.1.1 The Seller shall install, maintain and operate or cause to be installed, maintained and operated in the LNG Vessel(s) suitable and necessary equipment and devices for the purpose of determining the quantity of LNG loaded and delivered in accordance with Schedule B (Measurement, Analysis and Calculation). Such equipment and devices shall include but shall not be limited to the LNG Vessel’s Custody Transfer Measurement System ("CTMS"), which shall be an integrated system comprising LNG Tank level gauges measuring the liquid levels, devices measuring the liquid and vapour temperatures and devices measuring the vapour pressure.

14.1.2 The volume of LNG loaded and the volume of LNG unloaded shall be determined in accordance with the provisions of Schedule B (Measurement, Analysis and Calculation). The Seller shall notify or cause the Buyer to be notified of the volume of LNG loaded as soon as reasonably practicable after Completion of Loading and the Seller shall notify or cause the Buyer to be notified of the volume of LNG unloaded as soon as reasonably practicable after Completion of Unloading.

14.1.3 In the absence of notice by any Party of its disagreement given within two (2) Business Days after receipt of the notification of the volume of LNG unloaded, the volume of LNG unloaded so notified shall be final.

14.2 Quality Determination

14.2.1 The Seller shall install, maintain and operate or cause to be installed, maintained and operated the necessary equipment and devices for the purpose of collecting samples, analysing the composition and testing for impurities of such samples of the LNG loaded at the Loading Port. The quality of the LNG loaded at the Loading Port for each Cargo shall be determined by the Seller, for the purposes of Clause 13, by the methods described or referred to in Schedule B (Measurement, Analysis and Calculation).

14.2.2 The Buyer shall install, maintain and operate or cause to be installed, maintained and operated the necessary equipment and devices for the purpose of collecting samples, analysing the composition and testing for impurities of such samples of the LNG unloaded at the Unloading Port. The quality of the LNG unloaded or to be unloaded at the Unloading Port for each Cargo shall be determined by the Buyer or the operator of the Receiving Terminal, for the purposes of Clause 13 and the determination of Quantity Delivered, by the method described or referred to in Schedule B (Measurement, Analysis and Calculation).

14.2.3 The Seller shall notify the results of sampling and testing under Clause 14.2.1 or cause them to be notified to the Buyer as soon as reasonably practicable after Completion of Loading in accordance with the provisions of Section B.6 of Schedule B (Measurement, Analysis and Calculation). The Buyer shall notify the results of sampling and testing under Clause 14.2.2 or cause them to be notified to the Seller as soon as reasonably practicable after Completion of Unloading in accordance with the provisions of Section B.6 of Schedule B (Measurement, Analysis and Calculation). In the absence of notice by either Party of its disagreement within two (2) Business Days of receipt of such notification, the quality so notified shall be final.

14.3 Calculation of Quantity Loaded and Quantity Delivered

14.3.1 The Seller shall calculate the quantity loaded and Quantity Delivered or cause it to be calculated, using the results derived from the procedures specified in Clause 14.1 and Clause 14.2 and the method specified in Schedule B (Measurement, Analysis and Calculation). The
Seller shall notify the result or cause it to be notified to the Buyer as soon as reasonably practical after Completion of Loading or Completion of Unloading, as applicable, in accordance with the provisions of Section B.6 of Schedule B (Measurement, Analysis and Calculation).

14.3.2 In the absence of notice by either Party of its disagreement within two (2) Business Days of receipt of the notification of Quantity Delivered, the Quantity Delivered so notified shall be final.

14.4 Independent Surveyor

14.4.1 The Parties shall jointly appoint an independent surveyor at the Unloading Port, who shall be an independent, suitably qualified and competent Third Party, to witness and verify the measurement, sampling and testing of LNG (the "Independent Surveyor"). Either Party may have a representative present, in addition, to witness the measurement, sampling and testing of LNG.

14.4.2 The Independent Surveyor shall act as independent expert. In the event of disagreement (notified pursuant to Clauses 14.1, 14.2 or 14.3) between the Parties, as to the measurement, sampling, testing or calculation of LNG, the matter shall be determined by the Independent Surveyor whose determination shall be final and binding on the Parties.

14.4.3 The cost of an Independent Surveyor shall be shared equally by the Seller and the Buyer.

15 CONTRACT PRICE

15.1 Calculation of the Contract Price

15.1.1 The price (in US$/MMBTU) applicable to each relevant Cargo, the discharge of which commences during a particular calendar month ("Month n") (the "Contract Price"), shall be equal to CPₙ determined in accordance with the following formula:

\[ CPₙ = \text{Brent}_m \]

where:

CP is the Contract Price applicable to each Cargo, Rounded to four (4) decimal places;

Brentₙ for a given month is the arithmetic mean values of BRICE (US$/bbl) for the three (3) months immediately preceding (and not including) the month in which the commencement of unloading of the relevant Cargo falls. Brentₙ shall be Rounded to four (4) decimal places.

BRICE for a given month is the arithmetic mean of all the settlement prices (US$/bbl) for each quoted day of that month as published by the applicable pricing quotation. On such date, the applicable pricing quotation will be rolled to the second nearby maturity. BRICE shall not

15.1.2 Commencement of discharge shall be deemed to occur at the point at which the relevant LNG Vessel is shown to be all fast in the port log at the Unloading Port.
15.2 **Contract Price Review**

15.2.1 A Party may give a notice ("Price Review Notice") to the other Party to renegotiate the Contract Price no earlier than 

15.2.2 Following the issue of the Price Review Notice, the Parties shall meet in good faith and discuss the matter with a view to agreeing what Price Adjustment (if any) is required.

15.2.3 If the Parties agree upon such matters, they shall amend the Contract Price to reflect the revisions (if any) so agreed. Such revised Contract Price shall apply from the Review Date pursuant to Clause 15.2.5 until the end of the Supply Period and neither Party is entitled to give a further Price Review Notice to the other Party.

15.2.4

15.2.5 Any Price Adjustment which is agreed by the Parties shall take effect in respect of all deliveries of LNG under this Agreement for which the Completion of Unloading falls on or after the date of the Price Review Notice (the "Review Date"). Until any such Price Adjustment has been agreed, the Contract Price shall be determined on a provisional basis under the formula prevailing prior to the Price Adjustment. Where a Price Adjustment is agreed after the relevant Review Date, a retrospective calculation and reconciliation (as to the difference between the adjusted Contract Price and the Contract Price provisionally applied, in respect of all deliveries of LNG from the Review Date) shall be made, and the resulting adjustment payment (together with the interest at the Base Interest Rate from the invoice due date for each such delivery up to the date of such adjustment payment) paid by the Party from which it is due.

15.2.6 This Agreement and, in particular, the rights and obligations of the Parties, including, without limitation, the obligations of the Seller to sell and deliver and the obligations of the Buyer to take and/or pay for LNG at the Contract Price, shall remain in full force notwithstanding that the Parties have not reached agreement on a Price Adjustment, unless and until terminated in accordance with Clause 15.2.4 or Clause 24.

15.3 **Suspension of Indices**

15.3.1 If (after the first publication thereof) there is any amendment to any of the indices or price references used in calculating the Contract Price for any month, the Contract Price for that month shall be re-determined to take account of such amendment, and an adjustment made (and invoiced by the invoicing Party) in respect of any amount already invoiced or paid, provided that no such re-determination and adjustment shall be made in respect of an amendment to any such index or price reference made more than six (6) months after the date of first publication thereof.

15.3.2 If any of the indices or price references in this Agreement (other than temporarily) or ceases to exist, then an alternative index shall be selected pursuant to Clause 15.3.3, the effects of which (in its use in determining the Contract Price) will (so far as can be assessed at the time at which such alternative index is selected) be as close as practicable to those which would
The Parties shall endeavour to agree upon such alternative index or price reference, provided that if the Parties have been unable to agree thereon within a period of three (3) months from the date of the suspension or cessation of such index or price reference, then the selection of the alternative index or price reference shall be referred to arbitration in accordance with Clauses 23.1 to 23.4 (inclusive) unless the Parties have agreed to refer such matter to an independent expert agreed by them in accordance with Clause 23.5.

15.3.4 The prevailing Contract Price (for the month for which it was last determined) at the time of such suspension or cessation shall be applied provisionally to each subsequent Cargo delivered until such time as an alternative index has been agreed or determined, it being understood that the Contract Price shall be re-determined (on the basis of the alternative index) and shall apply retroactively in respect of each Cargo to which such provisional price was applied, and appropriate payment adjustments then made, together with interest accrued thereon at the Base Interest Rate from the payment due date.

16 TARIFFS, TAXES AND OTHER EXPENSES

16.1 Sellers Obligations

16.1.1 The Seller shall (i) bear, pay or reimburse to the Buyer and indemnify the Buyer against all Taxes imposed, levied or assessed in Qatar or by any Qatari authority in connection with this Agreement, and (ii) bear, pay or reimburse the Buyer, or procure that the Seller’s Transporter shall bear, pay or reimburse the Buyer, in respect of all Port Charges (in accordance with Clause 11.1.7), other than New Pakistani Charges.

16.2 Buyers Obligations

16.2.1 The Buyer shall bear, pay or reimburse to the Seller and indemnify the Seller against all Taxes imposed, levied or assessed in Pakistan or by any Pakistani Competent Authority, in connection with this Agreement.

16.3 Application and Exceptions

16.3.1 For the purposes of this Clause 16, the phrase “in connection with this Agreement” means “upon or in respect of the sale, transportation or import of LNG hereunder or otherwise in connection with the execution or performance of this Agreement”.

16.3.2 To the extent that the Buyer takes any action, or omits to take any action of an administrative nature, (other than those actions taken or omissions made in the course of the performance of, and not in violation of, this Agreement, and save to the extent to which the Seller caused or contributed to such action or omission) which results in the Buyer being subjected or exposed to Taxes imposed, levied or assessed in Qatar or by any Qatari Competent Authority, Clause 16.1 shall not apply. In such a case the Parties will cooperate with a view to eliminating or minimising the imposition, levying or assessment of such Taxes on the Buyer.

16.3.3 To the extent that the Seller takes any action, or omits to take any action of an administrative nature, (other than those actions taken or omissions made in the course of the performance of, and not in violation of, this Agreement, and save to the extent to which the Buyer caused or
contributed to such action or omission) which results in the Seller being subjected or exposed to Taxes imposed, levied or assessed in Pakistan or by any Pakistani Competent Authority, Clause 16.2 shall not apply. In such a case the Parties will cooperate with a view to eliminating or minimising the imposition, levying or assessment of such Taxes on the Seller.

17 INVOICING AND PAYMENT

17.1 Amount to be invoiced for a Cargo

The amount payable by the Buyer to the Seller for each Cargo sold under this Agreement shall be calculated by multiplying the Quantity Delivered, as determined pursuant to Clause 14, by the applicable Contract Price of the relevant Cargo and shall be Rounded to two (2) decimal places.

17.2 Invoices

17.2.1 Subject to Clause 17.3, the Seller shall:

(a) no later than seventy-two (72) hours prior to the estimated time of arrival, send a pro forma invoice based upon one hundred per cent (100%) of the Standard Cargo Content of the relevant Cargo multiplied by the Contract Price prevailing on the last day of the Scheduled Unloading Window of the relevant Cargo;

(b) as soon as reasonably practicable after Completion of Unloading of each Cargo, send to the Buyer an invoice showing the amount payable calculated pursuant to Clause 17.1 (provided that a failure of the Seller to send a timely invoice shall not prejudice the obligation of the Buyer to make payment in respect of such Cargo).

17.2.2 In respect of the amount payable by the Buyer pursuant to Clause 8.4 (in respect of a Cargo not taken) the Seller shall, as soon as reasonably practicable, send to the Buyer an invoice showing the amount payable calculated pursuant to Clause 8.4.1.

17.2.3 In the event that any other sums are due from one Party to the other under this Agreement (including sums due under Clause 8.3.2 or Clause 11.1.7), the Party to whom such sums are owed shall furnish an invoice therefore, together with relevant supporting documents showing the basis thereof.

17.3 Preliminary Invoices

17.3.1 If for any reason (i) the Seller is unable to determine without delay the Quantity Delivered, or (ii) by the operation of any provision of Clause 14, the Quantity Delivered notified to the Buyer is not immediately determined as final, then:

(a) the Seller shall provide the Buyer with a preliminary invoice as soon as reasonably practicable after Completion of Unloading;

(b) the preliminary invoice shall be for one hundred per cent (100%) of the Standard Cargo Content of the relevant Cargo; and

(c) the Buyer shall make payment in respect of the preliminary invoice in accordance with Clause 17.4.
17.3.2 After final determination of the Quantity Delivered the Seller shall as soon as reasonably practicable provide the Buyer with a final invoice and an appropriate adjustment payment shall be made by the Buyer or the Seller (as applicable) to the other together with interest at the Base Interest Rate calculated on the basis of a three hundred and sixty (360) day year and accruing daily on the amount of such adjustment from and including the Due Date of the preliminary invoice to but not including the date of payment of the adjustment.

17.4 Payment

17.4.1 The Buyer shall pay the amount payable under an invoice issued pursuant to Clause 17.2.1(b) and/or Clause 17.3.1 on or before the date which is the later of:

17.4.2 Except where otherwise stated in this Agreement, payment of all other invoices including those issued pursuant to Clauses 8.3.1, 17.2.2, 17.2.3, 17.3.2, 17.4.4, 17.5.1 and/or 17.6, shall be made on or before [redacted] after receipt of [redacted] in accordance with Clause 26.1, by the Party from whom payment is due.

17.4.3 Payment in respect of any invoice shall be made in US$ in immediately available funds, free of all charges and without asserting any set-off or counter-claim or making any deduction or withholding (other than as required by law), into a bank account from time to time nominated by the relevant Party.

17.4.4 Where there has been a manifest error in the preparation of an invoice the paying Party shall promptly on receipt of the invoice notify the issuing Party and shall pay the correct amount.

17.4.5 If the date for payment referred to in Clause 17.4.1 or 17.4.2 falls on a day which is not a Banking Day, then the paying Party shall pay the amount payable on the immediately preceding Banking Day.

17.5 Interest on Late Payments

17.5.1 If either Party fails to pay the other Party an amount due under any invoice by the Due Date, the Party from whom payment is due shall pay interest thereon (in accordance with Clause 17.5.2) to the other Party for the period commencing on and including the Due Date up to but not including the day when payment is made ("Default Interest").

17.5.2 Default Interest shall be paid at the rate of two per cent (2%) per annum above the Base Interest Rate, shall be calculated on the basis of a three hundred and sixty (360) day year and shall accrue daily.

17.6 Disputed Payments

If either Party disputes any amount shown as payable in an invoice, it shall (except in the case of manifest error) nevertheless pay the full amount of the invoice, and upon resolution of the dispute an adjustment payment shall be made by the appropriate Party in respect of any amount by which the amount paid was more or less than the amount determined (upon such resolution) to have been payable, together with interest at the Base Interest Rate calculated on
the basis of a three hundred and sixty (360) day year and shall accrue daily on such adjustment amount from the original date of payment to (but not including) the date of such adjustment payment. Without prejudice to Clause 15.3, an invoice may be contested by the Party that received it, or modified by the Party that sent it, by written notice delivered to the other Party within a period of sixty (60) days after such receipt or sending, as the case may be. If no such notice is served within the referenced sixty (60) day period, such invoice shall be deemed correct and accepted by both Parties.

17.7 **Suspension of Deliveries**

17.7.1 If the Buyer does not make payment in full of any amount payable by the Buyer in respect of LNG delivered to the Buyer pursuant to this Agreement, or in respect of an amount payable in accordance with Clause 8.4.1, within three (3) Business Days after the Due Date of the relevant invoice:

(a) the Seller may, upon giving five (5) days' notice in writing to that effect to the Buyer, suspend further deliveries of LNG under this Agreement;

(b) for the avoidance of doubt, during such period of suspension, the Seller may sell or otherwise dispose of LNG as it thinks fit; and

(c) when payment in full is made of the overdue amount, the period of suspension shall cease and deliveries of LNG under this Agreement shall be resumed for the next Cargo scheduled (in the Ninety Day Schedule) available to be loaded following such payment in full (or from such earlier date as the Seller may notify to the Buyer).

17.7.2 Suspension of deliveries under Clause 17.7.1 shall not constitute a failure of the Seller to deliver LNG or make LNG available for delivery for any purpose of this Agreement, and the Buyer shall be obliged to make payment of any amount determined under Clause 8.4.1 in respect of any Cargo the delivery of which was suspended by the Seller under Clause 17.7.1.

17.8 **Standby Letter of Credit**

17.8.1 At least fifteen (15) days prior to the Loading Date of the first Cargo, the Buyer shall provide the Seller with a Standby Letter(s) of Credit which shall be payable in the Event of Default and which shall be renewed annually at least thirty (30) days prior to each Contract Year. The Standby Letter(s) of Credit provided for the first Contract Year shall be valid until the end of that Contract Year, and thereafter, Standby Letter(s) of Credit provided by the Buyer shall be valid for a period of no less than one year, such that throughout the Term, a valid Standby Letter(s) of Credit is in place to secure the Buyer's obligations under this Agreement. Standby Letter(s) of Credit shall cover one hundred and five percent (105%) of the Seller's estimated value of:
17.8.2 The Seller shall re-determine the value of the Standby Letter(s) of Credit that is required to be provided by the Buyer in accordance with the provisions of Clause 17.8.1 from the date of issuance and shall notify such re-determined amount to the Buyer. Where the value of the existing Standby Letter(s) of Credit is below the value as determined by the Seller based on the requirements of Clause 17.8.1 of receipt of notice by the Seller, the Buyer shall increase the value of the Standby Letter(s) of Credit to equal the value as determined by the Seller.

17.8.3 In the event that the Buyer fails to pay for a Cargo and settle an invoice under Clause 17 and the Seller elects to utilise the Standby Letter(s) of Credit, the Buyer shall either restore the Standby Letter(s) of Credit or issue a new Standby Letter(s) of Credit within a maximum of 90 days from the date of utilisation.

17.8.4 If at any time the Standby Letter(s) of Credit is not provided, subject to 17.8.3 above, the Seller shall have the right to immediately suspend performance of its obligations under this Agreement. Suspension of deliveries under this Clause shall not constitute a failure of the Seller to deliver LNG or make LNG available for delivery for any purpose of this Agreement; and the Buyer shall be obliged to make payment of any amount determined under Clause 8.4.1 in respect of any Cargo the delivery of which was suspended by the Seller.

17.8.5 If at any time before the termination of this Agreement the credit rating of a Confirining Bank deteriorates below the Acceptable Credit Rating, the Buyer shall be required to procure a replacement Standby Letter(s) of Credit confirmation from an alternative Confirining Bank. The Buyer shall provide such confirmation of the replacement Standby Letter(s) of Credit within 90 days from the notice by the Seller of such credit rating deterioration.

17.8.6 All costs relating to any Standby Letter of Credit provided by the Buyer, including those relating to its issuance, advising and confirming, shall be paid for by the Buyer and at no cost to the Seller.

18 FORCE MAJEUERE

18.1 Relief from Liability

Subject to Clause 19.3, the Seller or the Buyer shall be relieved from liability for failing to perform any of its obligations, in whole or in part, or for otherwise being in breach of any covenant or undertaking hereunder to the extent that the performance of such obligation is prevented, impeded or delayed by an occurrence of an event of Force Majeure.

18.2 Force Majeure Events

"Force Majeure" means any of the events listed below, to the extent that such event is beyond the reasonable control of the Party affected thereby, and any other act, event or circumstance, or
combination of acts, events or circumstances, which is beyond the reasonable control of the Party affected thereby, or the effects of which could not be prevented or overcome by such Party taking all reasonable steps to minimize such effects, acting as a Reasonable and Prudent Operator:

18.2.1 with respect to the Seller's Facilities:

(a) fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, landslide, tsunami, tempest, soil erosion, subsidence, washout or epidemic and quarantine restrictions, shipwreck, navigational and maritime perils or other acts of God;

(b) war (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, civil or military disturbances, acts of terrorism (or serious threat thereof), invasion, embargo, trade sanctions, revolution, rebellion, sabotage or piracy;

(c) radioactive contamination or ionising radiation;

(d) strike, lockout or other industrial disturbances;

(e) loss of or damage to or failure of any of the Seller's Facilities;

(f) loss of or damage to or failure of the Natural Gas reservoirs, or the depletion of the proved remaining recoverable reserves in the Gas Supply Area that can economically be produced for purposes of this Agreement; or

(g) acts of governments, or compliance with such acts, that directly affect the Seller's ability to perform its obligations hereunder, but excluding any such acts that are discriminatory towards the Buyer (with respect to governmental bodies or agencies, "acts" include the promulgation of laws, rules, regulations, decrees or orders or other exercise of a Competent Authority); and

18.2.2 with respect to the LNG Vessel:

(a) fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, epidemics, hurricane, earthquake, tsunami, tempest, landslide, epidemics and quarantine restrictions, shipwreck, navigational and maritime perils or other acts of God;

(b) war (whether declared or undeclared), seizure by pirates, riot, civil war, blockade, insurrection, assailing thieves, acts of public enemies, civil or military disturbances, acts of terrorism (or serious threat thereof), invasion, embargo, trade sanctions, revolution, rebellion or sabotage;

(c) radioactive contamination or ionising radiation;

(d) strike, lockout or other industrial disturbance occurring aboard an LNG Vessel or at a port or other facility at which such LNG Vessel calls while in passage en route to or from the Unloading Port;

(e) impassability of waterways normally used en route to the Buyer's Facility;

(f) loss of or damage to or failure of, or other unavailability of, the LNG Vessel; or
acts of governments, or compliance with such acts, that directly affect the Seller or the Seller’s Transporter’s ability to perform its obligations hereunder, but excluding any such acts that are discriminatory towards the Buyer (with respect to governmental bodies or agencies, “acts” include the promulgation of laws, rules, regulations, decrees or orders or other exercise of a Competent Authority); and

18.2.3 with respect to the Unloading Facilities:

(a) fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, landslide, tsunami, tempest, soil erosion, subsidence, washout or epidemic and quarantine restrictions, shipwreck, navigational and maritime perils or other acts of God;

(b) war (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, civil or military disturbances, acts of terrorism (or serious threat thereof), invasion, embargo, trade sanctions, revolution, rebellion, sabotage or piracy;

(c) radioactive contamination or ionising radiation;

(d) strike, lockout or other industrial disturbances;

(e) loss of or damage to or failure of any of the Unloading Facilities; or

(f) acts of governments, or compliance with such acts, that directly affect the ability of the Buyer or the operator of any of the Unloading Facilities to perform its obligations hereunder, but excluding any such acts that are discriminatory towards the Seller (with respect to governmental bodies or agencies, “acts” include the promulgation of laws, rules, regulations, decrees or orders or other exercise of a Competent Authority).

18.2.4 The following events or circumstances shall not constitute Force Majeure:

(a) financial hardship or the inability of a Party, and/or any Affiliate of a Party, to make a profit or achieve a satisfactory rate of return resulting from performance or failure to perform its obligations under this Agreement; or

(b) failure or inability to pay the Contract Price or any other sum due and payable under this Agreement.

18.2.5 For purposes of this Clause 18.2, the words “beyond the reasonable control of the Party affected” shall be interpreted in accordance with applicable law, but in no event shall these words be interpreted to impose a standard of care on the Party affected higher than that of a Reasonable and Prudent Operator.

18.3 Related Parties

18.3.1 For the purposes of Clauses 18.1 and 18.2, an event shall not be considered to be beyond the reasonable control of a Party, unless:

(a) in the case of the Seller, it is beyond the reasonable control of the Seller, the operator of the Seller’s Facilities, the Master, Seller’s Transporter, and any servant or agent of such persons; and
(b) in the case of the Buyer, it is beyond the reasonable control of Buyer, the Pakistan Gas Utilities, the operator of the Receiving Terminal and any servant or agent of such Persons.

18.3.2 An act, event or circumstance which primarily affects a Third Party or Third Parties, which prevents, impedes or delays the Seller's or the Buyer's performance of this Agreement shall not constitute Force Majeure under this Agreement as to the Seller or the Buyer, as appropriate, unless, and to the extent that, it is of a kind or character that, if it had happened to a Party, would have come within the definition of Force Majeure under this Clause 18.

18.4 Notification

18.4.1 The Party seeking relief under this Clause 18 shall:

(a) as soon as reasonably practicable, give notice to the other Party of the occurrence and nature of the relevant event or circumstance of Force Majeure and the obligations affected, and shall give a provisional estimate of the period of time such event or circumstance of Force Majeure is likely to persist in respect of each of the obligations affected (if possible);

(b) keep the other Party informed of the steps being taken to overcome the Force Majeure event or circumstance or its effects and to resume performance of such of its obligations hereunder as may be affected, and of the estimated time (and of any revisions in the estimated time) at which it will resume performance of such obligations; and

(c) furnish to the other Party such relevant information as is reasonably available relating to such event or circumstance.

18.4.2 Performance is excused under this Clause 18 from the beginning of the Force Majeure event, not upon notification thereof by the Party seeking relief.

18.4.3 A Party's entitlement to relief under this Clause 18 shall not be affected by its estimates (from time to time) of the time at which it will resume performance of its obligations (which estimates shall accordingly not be binding on such Party).

18.5 Remedy

18.5.1 If either the Seller or the Buyer claims relief under this Clause 18, it shall, as soon as practicable after the commencement of the Force Majeure event or circumstance, proceed with diligence and at its own reasonable cost taking such steps as would be taken by a Reasonable and Prudent Operator to remedy the event or circumstance causing the failure as expeditiously as possible and to minimise the interruption thereby caused to the performance of such of its obligations hereunder as may be affected, provided that:

(a) neither the Seller nor the Buyer shall be required to settle any labour dispute or industrial or public disturbance except in such manner as it shall in its own judgment consider fit;

(b) neither the Seller nor the Buyer shall be required to incur any extraordinary costs or make more than commercially reasonable investments;
(c) neither the Seller nor the Buyer shall be required to buy LNG or Natural Gas from a Third Party, or respectively, to sell LNG or Natural Gas to a Third Party;

(d) neither the Seller nor the Buyer shall be required to bring into production any existing or potential reserves; and

(e) there shall be no restoration whatsoever of LNG quantities affected by Force Majeure events or circumstances.

18.5.2 The Term shall not be extended by reason of any Force Majeure events or circumstances having taken place at any time during the Term.

18.5.3 Subject to Clause 18.5.1, in the event performance by one Party under this Agreement is substantially or totally impaired by a single event or events of Force Majeure for a period of twelve (12) consecutive months, either Party shall have the right to terminate this Agreement by notice to the other Party. In such event, the terminating Party shall have no liability to the other Party except to the extent such liability resulted from an obligation that was to be performed or accrued prior to the date of termination and was not excused by reason of Force Majeure.

18.6 Allocation

18.6.1 In the event that, by reason of Force Majeure, the Seller is unable to produce, store, load or transport LNG in quantities sufficient to satisfy its commitments under all of the contracts entered into by the Seller for the sale of LNG, it is agreed that such quantities of LNG as the Seller is able to produce, store, load and transport shall be apportioned among the Buyer and other buyers to which the Seller has legally binding commitments to supply LNG on a basis determined by the Seller to be fair and equitable taking into account the respective annual contract quantities of the Buyer and other buyers, and which may give priority to the Seller’s long term commitments.

18.6.2 In the event that, by reason of Force Majeure, the Buyer is unable to take delivery of LNG in quantities sufficient to satisfy its commitments under all of the contracts entered into by the Buyer for the purchase of LNG, it is agreed that such quantities of LNG as the Buyer is able to take delivery of shall be apportioned among the Seller and other sellers to which the Buyer has legally binding commitments to take delivery of LNG on a basis determined by the Buyer to be fair and equitable taking into account the respective annual contract quantities of the Seller and other sellers, and which may give priority to the Buyer’s long term commitments.

19 OTHER SOURCES OF SUPPLY

19.1 The Seller shall be entitled, but not in any circumstances obliged, in satisfaction of its obligation to deliver any quantity of LNG under this Agreement, on giving notice to the Buyer, to deliver LNG to the Buyer produced:

(a) by an LNG Affiliate, from any sources in the State of Qatar or any facilities other than those described in Clause 5.2; and

(b) (subject to the consent of the Buyer, such consent not to be unreasonably withheld) from any sources outside the State of Qatar,
provided that such LNG complies with the Specification and delivery thereof is made in accordance with the applicable ADP and in accordance with the provisions of this Agreement.

19.2 If the Seller gives notice to the Buyer that it intends (pursuant to Clause 19.1(a)) to deliver LNG produced by an LNG Affiliate, identifying the LNG Affiliate, the Contract Year(s) in which such LNG is to be delivered, and

(a) in relation to any such Contract Year for which the ADP has already been established, the CARGOES which are to comprise such LNG; and

(b) in relation to any such Contract Year for which the ADP has not already been established, the quantities of such LNG to be delivered;

then, for the purposes of Clauses 18.2 and 18.6, in relation to such CARGOES or (as the case may be) such quantity, references to Seller's Facilities shall be construed as references to the facilities (equivalent to those specified in Clause 5.2) of such LNG Affiliate.

19.3 Notwithstanding Clauses 19.1 and 19.2, if the Seller gives notice to the Buyer that it intends (pursuant to Clause 19.1(a)) to deliver LNG produced by an LNG Affiliate, and at the time such notice is given:

(a) the ability of the relevant LNG Affiliate to produce gas or LNG from its facilities (referred to in Clause 19.2) is impaired by an event of Force Majeure; or

(b) the reserves from such source which the relevant LNG Affiliate has the right to develop and produce, are reasonably estimated to be insufficient to enable the LNG Affiliate, without breaching its other existing supply obligations, to fulfil the Seller's supply obligations contemplated to be met from such source,

then the Seller shall not be entitled to claim Force Majeure for any failure to deliver LNG hereunder to the extent such failure results from the event referred to in paragraph (a) or the insufficiency of reserves referred to in paragraph (b).

20 LIABILITIES

20.1 Loss or Damage

Subject to Clauses 8.2.1, 13.2, 18, 20.2 and 20.3, the Seller shall be liable to the Buyer and the Buyer shall be liable to the Seller for any loss or damage suffered or incurred due to the Seller's or the Buyer's breach or failure to perform any of their respective obligations under this Agreement.

20.2 Seller's Limit of Liability

20.2.1 If the Seller encounters or expects to encounter technical or operational difficulties that may result in a delay in berthing the LNG Vessel or delivering a Cargo scheduled for delivery under the relevant ADP, or that may otherwise prevent the Seller from making timely delivery of such Cargo, the Seller shall promptly notify the Buyer and the Parties shall use reasonable endeavours to reschedule the relevant Cargo.
20.2.2 In any case, the Seller shall be deemed to have failed to deliver all or part of a Cargo by the expiry of fourteen (14) days after the end of the Scheduled Unloading Window for such Cargo, in which case Clause 20.2.3 shall apply.

20.2.3 Subject to Clause 13.2 and Clause 20.3, the Seller’s liability for any loss, damage or reasonable and verifiable costs that are incurred by the Buyer or billed by one or both of the Pakistan Gas Utilities as a result of the Seller having failed to deliver the quantities of LNG which it is obliged (in any Contract Year) to deliver (where such failure is not excused by Force Majeure), then the amount for which the Seller may be liable to the Buyer shall not exceed an amount, determined as:

Where:

Pn is the applicable Contract Price, pursuant to Clause 15.1, prevailing on the last day of the Scheduled Unloading Window of the relevant Cargo directly associated with such loss, damage or cost; and

SQ is the “Shortfall Quantity”, being the quantity (in MMBTU) of LNG which the Seller failed to deliver as a result of the Seller's breach, which quantity shall exclude:

(a) any quantities of LNG which the Seller was unable to make available for delivery as a result of Force Majeure;

(b) any quantities of LNG which were not taken by the Buyer for any reason other than a failure of the Seller to make such quantities available for delivery or a rejection by the Buyer of such quantities pursuant to Clause 13.2.1(a), and which quantity shall not exceed the Standard Cargo Content of the relevant Cargo less any quantities which were made available from such Cargo for delivery by the Seller to, and where actually accepted and taken by, the Buyer.

20.3 Consequential Loss or Damage

Except to the extent otherwise specified in this Agreement, neither Party shall be liable to the other Party for or in respect of any:

(a) loss of income or profit;

(b) loss of production;

(c) business interruption;

(d) claim, demand or action made or brought against the other Party by a Third Party;

(e) special, punitive or exemplary damages; or

(f) consequential, or indirect losses,

suffered or incurred by the other Party which arise out of or relate to this Agreement or the performance or breach of or failure to perform this Agreement or the breach of any
representation or warranty hereunder, whether express or implied. For the purposes of this Clause 20.3, loss of income or profit shall not include payments under Clause 8.3 or 8.4.

20.4 **Tortious Liability**

Neither Party shall be liable in tort, including negligence, to the other Party for any loss or damage suffered or incurred by the other Party except for any liability in respect of personal injury or death.

20.5 **Exclusion of Warranty**

The Seller gives no warranty and makes no representation as to the fitness for purpose or merchantability of the LNG delivered pursuant to this Agreement, and any such term or condition which may be implied into this Agreement shall, to the fullest extent permitted by law, be excluded.

20.6 **No Third Party Beneficiaries**

The Parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

21 **ASSIGNMENT, NOVATION AND SECURITY**

21.1 **Novation or assignment with Prior Consent**

Subject to the remaining provisions of this Clause 21, neither Party shall have the right to novate or assign this Agreement or any of its rights, interests and/or obligations in or under this Agreement without the prior written consent of the other Party. A Party seeking to novate or assign this Agreement or any of its rights, interests and/or obligations in or under this Agreement shall give the other Party not less than ninety (90) days' notice of any proposed novation or assignment. Any purported novation or assignment without the consent of the other Party shall be void.

21.2 **Novation or assignment to Affiliates**

Either Party may novate or assign this agreement or any of its rights, interests and/or obligations in or under this Agreement to an Affiliate subject to the prior consent of the other Party, such consent not to be unreasonably withheld or delayed.

21.3 **Assumption of Rights and Obligations by Assignees**

21.3.1 In the event of any novation or assignment of this Agreement or of any rights, interests and/or obligations in or under this Agreement in accordance with Clause 21.1, other than as described in Clauses 21.2 and 21.4, the assignee shall assume all of the assignor's rights, interests and obligations upon novation or assignment and the assignor shall be immediately released from all such rights, interests and obligations.

21.3.2 In the event of any novation or assignment by a Party of this Agreement or rights, interests and/or obligations in or under this Agreement to an Affiliate in accordance with Clause 21.2, the Affiliate shall assume all of the assigning Party's rights, interests and obligations upon novation or assignment and thereafter both the Affiliate and the assigning Party shall, unless
otherwise mutually agreed in writing by the Parties, be jointly and severally liable for the obligations of the assigning Party.

21.3.3 The assignor shall procure, as a condition of any novation or assignment that the assignee shall simultaneously enter into an agreement with the non-assigning Party giving effect to the assumption of rights, interests and obligations under Clause 21.2.

21.4 Assignment of Rights for Security

Notwithstanding the foregoing, with notice to the Buyer but without the need for prior written consent of the Buyer as aforesaid, the Seller may assign this Agreement or its rights under this Agreement by way of security to a bank or other financial entity for the purposes of any bona fide financing. The Buyer shall, upon the Seller's lenders' request, enter into a direct agreement or consent and assignment agreement on terms required by the Seller's lenders providing for, inter alia, the following:

(a) delivery to the Seller's lenders of copies of all material notices (excluding nominations and operational notices and the like) given under this Agreement by the Buyer to the Seller at the same time and in the same manner as given to the Seller;

(b) the right of the Seller's lenders to exercise all rights and be given an additional reasonable period to cure any defaults of the Seller under this Agreement that would, or with the giving of notice or the lapse of time or both would, permit termination, and the requirement that the Buyer shall accept such exercise or cure as though it had been done by the Seller;

(c) agreement that the Buyer shall not, without the prior written consent of the Seller's lenders:

   (i) consent to or accept any cancellation or termination of this Agreement by the Seller (so far as the Buyer has the power or right of such consent or acceptance); or

   (ii) amend this Agreement in any material respect; and

(d) agreement that the Buyer shall execute such further agreements and documents as may be customarily and reasonably requested by the Seller's lenders providing assurances to such lenders in furtherance of the provisions set forth above in connection with any financing or refinancing of the Seller.

22 APPLICABLE LAW

22.1.1 This Agreement (including for the avoidance of doubt Clause 23), including any non-contractual obligations arising out of or in connection with this Agreement, shall be construed according to and governed by English law excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.

22.1.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
23 ARBITRATION AND EXPERTS

23.1 Disputes

23.1.1 If any dispute, controversy or claim arises between the Seller and the Buyer in relation to or in connection with this Agreement or in connection with the interpretation, performance or non-performance hereof, including any question regarding its existence, validity or termination, or regarding a breach thereof (a "Dispute"), the Seller and the Buyer shall promptly discuss such Dispute in an attempt to resolve such Dispute amicably through negotiations. If such Dispute has not been resolved within sixty (60) days of either the Seller or the Buyer notifying the other in writing of the existence of the Dispute, then either the Seller or the Buyer may, subject to any matter being expressly referred to an Expert in accordance with Clause 23.5, refer the Dispute to be finally settled by arbitration.

23.1.2 The Dispute shall be finally settled under the UNCITRAL Rules of Arbitration as published by the United Nations Commission on International Trade Law) in force at the time of the Dispute by three (3) arbitrators appointed in accordance with the said Rules, which are deemed to be incorporated by reference into this Clause 23.

23.2 Arbitration Proceedings

23.2.1 The place of the arbitration shall be London, England.

23.2.2 The language of the arbitration (and of all communications, submissions, notices, determinations and documentation relating thereto or in connection therewith) shall be English. The award rendered by the arbitrators shall include a statement of the reasons for the award and shall be final and binding upon the Parties. The arbitrators shall apply the law specified in Clause 22. The arbitrators shall render any monetary award in United States Dollars.

23.2.3 The Seller and the Buyer waive any right to punitive or other exemplary damages allowable as part of the award by common law or statute.

23.2.4 The decision of the arbitration panel shall include a statement of reasons for such decision, and the decision shall be final and binding on the Parties. The Parties undertake to carry out any award immediately and without any delay and the Seller and the Buyer waive irrevocably their right to any form of appeal, review or recourse to any state court or other legal authority, insofar as such waiver shall not be prohibited under any applicable law.

23.2.5 Nothing in this Clause 23 shall prevent either Party at any time seeking interim or interlocutory relief from any court of competent jurisdiction.

23.2.6 To the extent that either Party is wholly or partially or directly or indirectly government owned or controlled, such Party agrees that in the event and to the extent that it may in any jurisdiction claim for itself or its assets immunity from legal proceedings, and to the extent that in any jurisdiction there may be attributed to such Party or its assets such immunity (whether claimed or not), such Party irrevocably and unconditionally and to the full extent permitted by the laws of the relevant jurisdiction:

(a) agrees not to claim such immunity;

(b) waives any such immunity which it now has or its assets now have or may in future
acquire; and

c) consents, in any legal proceedings arising out of or in connection with this Agreement, to
the giving of relief by enforcement, execution (including the arrest, detention or sale of
any state property) or attachment (whether before judgment, in aid of execution, or
otherwise) against any of its assets.

23.2.7 In relation to any legal proceedings that may be taken in England, the waiver of immunity in
Clause 23.2.6 shall have effect under, and be construed in accordance with, the State
Immunity Act 1978 of the United Kingdom. For the purposes of this Clause 23.2.7, "legal
proceedings" shall include, without limitation, any service of process, suit, judgment,
execution, attachment (whether before judgment, in aid of execution, or otherwise), arbitral
proceedings pursuant to this Clause 23, or other dispute resolution mechanisms; and 'asset'
means any property whatsoever, irrespective of its use or intended use, including, without
limitation, property not used solely for commercial purposes.

23.3 Appointment of Arbitrators

23.3.1 The arbitration tribunal ("Arbitration Tribunal") shall consist of three (3) arbitrators
appointed as follows: one (1) arbitrator appointed by each Party shall within fourteen (14)
days of their appointment, agree and appoint a third arbitrator as the chairman of the
Arbitration Tribunal.

23.3.2 If the two (2) arbitrators cannot agree on the appointment of a third arbitrator within thirty
(30) days or either Party has not appointed an arbitrator, the Court of Arbitration of the
International Chamber of Commerce shall appoint such arbitrator or arbitrators as have not
been appointed.

23.3.3 Notwithstanding the foregoing provisions of this Clause 23.3, no person shall without the
agreement of both the Seller and the Buyer be appointed an arbitrator who at the time of the
appointment is, or has been within the previous five (5) years, a director, officer or an
employee or otherwise employed or retained as a consultant by any Party (or any Affiliate
thereof) or who is the holder of shares in a Party (or any Affiliate thereof) unless such Party
or Affiliate (as the case may be) is a company quoted on a recognised stock exchange and
such person's shareholding is less than one percent (1%) of the issued share capital of any
class.

23.4 Powers of the Arbitration Tribunal and Costs

23.4.1 The Arbitration Tribunal may not order either the Seller or the Buyer to provide security for
the costs of the arbitration.

23.4.2 Unless the Arbitration Tribunal otherwise decides in accordance with article 40 of the
UNCITRAL Rules of Arbitration, the Parties shall share equally all fees and expenses of the
arbitrators and related administration costs in connection with any arbitration convened under
this Agreement, but subject thereto, each Party shall be fully responsible for its own costs in
relation to any such arbitration.

23.5 Appointment of Expert

Whenever (i) a Clause of this Agreement provides for a matter to be referred to an Expert, or
(ii) a dispute arises in connection with Clause 14, or Schedule B (Measurement, Analysis and
Calculation), or (iii) the Seller and the Buyer agree in writing that a disputed matter shall be resolved by an Expert, the following procedures apply:

(a) the Party wishing the appointment of an Expert (other than in the case of Clause 14.4) to be made shall give notice to that effect to the other Party as the case may be and with such notice shall give details of the matter which is proposed to be resolved by the Expert;

(b) the Seller and the Buyer shall meet and endeavour to agree upon a single Expert to whom the matter in dispute shall be referred for determination;

(c) if within twenty-one (21) days from the service of a notice pursuant to Clause 23.5(a) the Seller and the Buyer have either failed to meet or failed to agree upon an Expert, then the matter may forthwith be referred by either the Seller or the Buyer, together with a copy of this Clause 23, to the International Centre for Expertise of the International Chamber of Commerce in London, England which shall be requested to select an Expert by notice to the Seller and the Buyer within thirty (30) days and in so doing the International Centre for Expertise of the International Chamber of Commerce may take advice as it sees fit;

(d) upon an Expert being agreed or selected under the foregoing provisions of this Clause 23, the Seller and the Buyer shall forthwith give notice to such Expert of the selection together with a copy of Clauses 23.6, 23.7 and 23.9 of this Agreement, and shall request confirmation from such Expert within seven (7) days as to whether or not the appointment will be accepted; and

(e) if such Expert shall be either unwilling or unable to accept such appointment or shall not have confirmed willingness and ability to accept such appointment within the said period of seven (7) days, then (unless the Seller and the Buyer are able to agree upon the appointment of another Expert) the matter shall again be referred (by either the Seller or the Buyer) in the aforesaid manner to the International Centre for Expertise of the International Chamber of Commerce in London, England, which shall be requested to make a further selection and the process shall be repeated until an Expert is found who accepts the appointment.

23.6 Qualification

23.6.1 No person shall be appointed to act as the Expert under this Clause 23 unless qualified by education, experience and training to determine the matter in dispute.

23.6.2 Any person appointed or selected as the Expert in accordance with the above provisions shall be entitled to act as such Expert provided that before accepting such appointment the proposed Expert shall have fully disclosed to the Seller and the Buyer any relationship, interest or duty which could, in the reasonable view of either the Seller or the Buyer, conflict with performing functions required by such Expert's appointment and/or prejudice the Expert's ability to render an independent, impartial determination. If the proposed Expert shall not have made such disclosure before accepting such appointment, either Party may within twenty (20) days subsequently object to the appointment of such Expert to the International Centre for Expertise of the International Chamber of Commerce in London, England, upon becoming aware of the same at any time.
23.6.3 No person, without the prior written agreement of both the Seller and the Buyer, shall be appointed as the Expert who is (or has been at any time within the preceding six (6) years) a director, officer or employee of a Party or of an Affiliate of a Party or who is (or has been at any time within the preceding three (3) years) a consultant to or contractor of a Party or of an Affiliate of a Party or who holds any significant financial interest in a Party of more than one percent (1%) of the issued share capital of any class in a Party or an Affiliate of a Party.

23.7 Confidentiality

No person shall be appointed as an Expert who has not agreed to hold in confidence any and all information furnished by each of the Seller and the Buyer in connection with the dispute under this Agreement, the existence of such dispute and his determination thereof.

23.8 Remuneration

The appointment of the Expert shall only take effect after agreement has been reached between the Seller, the Buyer and the Expert as to the terms of the Expert's appointment (including the Expert's remuneration). The arrangement agreed on shall be clearly set out in writing and shall be part of the agreement between the Seller, the Buyer and the Expert.

23.9 Determination

23.9.1 The Expert shall seek to agree with the Parties the procedure and timetable to be followed during the course of the determination. If any matters cannot be agreed, the Expert may, in its sole discretion, make such directions as he shall consider appropriate and these shall be binding on the Parties.

23.9.2 The Expert may request data, information or submissions as the Expert thinks fit and which the Seller and the Buyer can reasonably be expected to surrender, and the Seller and the Buyer shall use reasonable endeavours to comply promptly with such request. All information supplied to the Expert in writing by either the Seller or the Buyer shall be served by notice simultaneously to the other Party. In the event that the Expert shall request oral submissions to be made, the Party requested to make such submissions shall give the Seller or the Buyer as the case may be not less than ten (10) Business Days' notice of the time and place where such submissions are to be made and shall promptly afford the other Party the opportunity to be present. Either the Seller or the Buyer may arrange for a transcript of any oral hearing to be made (whether or not that Party will be present at the hearing).

23.9.3 The Expert shall advise the Parties as soon as possible in writing of his determination (the "Determination") and the reasons therefore. Subject to Clause 23.9.1, the Expert shall endeavour to advise the Parties of his Determination within thirty (30) days of this acceptance of the appointment and shall be free to ignore data, information and submissions supplied and made after such thirty (30) days unless the same are furnished in response to the Expert's specific request in which case the Expert shall endeavour to advise the Parties of the Determination within forty (40) days of his acceptance of the appointment.

23.9.4 If the Expert has not provided the Parties with his Determination within the later of:

(a) three (3) months of any date for publication of his Determination provided for in directions made by the Expert pursuant to Clause 23.9.1 herein; or

(b) three (3) months of his acceptance or the appointment,
either the Buyer or the Seller shall be entitled to require the appointment of a new Expert under the provisions of this Clause 23 and the Expert’s appointment shall cease with effect from the new Expert’s acceptance of appointment. In the event that the Expert provides the Parties with his Determination prior to the new Expert’s acceptance of appointment, such Determination shall be binding upon the Seller and the Buyer and the offer of appointment to the new Expert shall be (and/or deemed to have been) withdrawn.

23.9.5 The Expert shall be deemed not to be an arbitrator but shall render a Determination as an Expert and the law or legislation relating to arbitration shall not apply to such Expert or any Determination(s) or the procedure by which such determinations are reached.

23.9.6 Within five (5) Business Days after its receipt of the Determination, any Party may request the Expert to interpret the Determination or to correct any clerical, typographical or computation errors therein. The other Party shall have a right to comment within five (5) Business Days of its receipt of the requesting Party’s request for interpretation and/or correction. If the Expert considers the request justified, the Expert shall comply with such request in writing within ten (10) Business Days of its receipt of such request. The correction and/or interpretation of the Determination shall take the form of an addendum and shall constitute part of the Determination.

23.9.7 Subject to Clause 23.9.6, the Determination of the Expert shall be final and binding upon the Seller and the Buyer save in the event of fraud, partiality, manifest error, a failure by the Expert to disclose any relevant interest or duty in accordance with this Clause 23 or if the Expert has exceeded his mandate or otherwise lacked jurisdiction. Any Party that wishes to challenge the Determination must initiate arbitration in accordance with this Clause 23 within forty (40) Business Days of its receipt of the Determination and set forth one or more of the limited grounds set out in this Clause 23.9.7 as the basis for its challenge in its Arbitration, failing which the Determination shall be final and binding.

23.9.8 Except in the event of a challenge to the Determination in accordance with Clause 23.9.7, each Party shall give effect to the Decision as of the forty-fifth (45th) Business Day following its receipt of the Determination, including by paying the amount, if any, which becomes payable as a result of the Determination. If the amount payable as a result of a Determination is not paid, interest will accrue on that amount at the Base Interest Rate until the date of payment.

23.9.9 Each of the Seller and the Buyer shall bear the costs and expenses of all counsel, witnesses and employees retained by it in relation to any Determination. The costs and expenses of the Expert shall be apportioned by the Expert between the Seller and the Buyer in a manner proportionate to the Determination made by the Expert.

24 TERMINATION

24.1 Events of Default

The following events shall each, in respect of a Party, constitute an “Event of Default” (unless such event is due to (i) Force Majeure or (ii) a breach or default of the other Party):

(a) a material breach of this Agreement by a Party which breach is not remedied within sixty (60) days after notice from the other Party, stating the nature of the material breach and
that it is continuing, and demanding remedy;

(b) a failure by the Buyer to pay any amounts due in respect of LNG delivered to the Buyer or not taken by the Buyer under this Agreement within ten (10) Business Days of the Due Date for payment;

(c) if, in the event the Seller draws down on the Standby Letter of Credit, the Buyer fails to restore the Standby Letter of Credit within seven (7) Banking Days;

(d) any institution involved in supporting the Standby Letter of Credit falls below the Acceptable Credit Rating; or

(e) Insolvency of a Party.

24.2 Termination Notice

24.2.1 Upon the occurrence of an Event of Default, the non-defaulting Party may, at its option initiate termination of this Agreement by delivering a notice of its intent to terminate this Agreement ("Notice of Intent to Terminate") to the defaulting Party. The Notice of Intent to Terminate shall specify in reasonable detail the Event of Default giving rise to the Notice of Intent to Terminate.

24.2.2 Following the delivery of a Notice of Intent to Terminate, the Seller and the Buyer shall, unless otherwise provided herein, consult for a period of twenty (20) days (or such longer period as the Seller and the Buyer may mutually agree) as to what steps shall be taken with a view to remedying the Event of Default, provided always that where the Event of Default arises under Clause 24.1 (b) or (c), the non-defaulting Party shall have the right to terminate the Agreement immediately upon giving such Notice of Intent to Terminate.

24.2.3 During the period following delivery of the Notice of Intent to Terminate, the Party in default may continue to undertake efforts to cure the default, and if the default is cured at any time prior to the delivery of a Notice of Termination, then the non-defaulting Party shall have no right to terminate this Agreement in respect of such cured default.

24.2.4 Upon expiration of the consultation period described in Clause 24.2.2 and unless the Parties shall have otherwise agreed or unless the Event of Default giving rise to the Notice of Intent to Terminate, shall have been remedied, the non-defaulting Party may terminate this Agreement by delivering a notice (a "Notice of Termination") to the other Party, whereupon this Agreement shall immediately terminate.

25 CONFIDENTIALITY

25.1 Confidentiality

Each Party shall treat and keep all terms and conditions of this Agreement, any information disclosed to it by the other Party pursuant to or in connection with this Agreement and any other information it receives as a result of the implementation of this Agreement including, all arbitration and expert proceedings, pleadings, evidence, determinations and awards hereunder (collectively referred to herein as "Confidential Information"), in strict confidence, and shall not transmit, reveal, disclose or otherwise communicate Confidential Information in whole or in part to any Third Party unless otherwise specified in this Clause 25.
25.2 **Right to Disclose**

Each of the Seller and the Buyer shall have the right to disclose Confidential Information to any shareholder or Affiliate of such Party provided always that such Party procures that such shareholder or Affiliate keeps such Confidential Information in confidence to the same extent provided for herein, except that such Party shall procure that such shareholder or Affiliate does not disclose, release or otherwise divulge such Confidential Information to any Third Party without the prior written approval of the Seller or the Buyer as the case may be. Under no circumstances shall a Party disclose Confidential Information to a shareholder or an Affiliate, if such shareholder or Affiliate:

(a) is a direct competitor of the Seller or the Buyer, as the case may be, in the LNG or natural gas markets; or

(b) may use the Confidential Information to obtain a commercial advantage.

For the purposes of this Clause 25.2, "shareholder" and "Affiliate" shall include advisors of such shareholder or Affiliate provided that such advisors may only use Confidential Information for the sole purpose of supporting the disclosing Party's interests regarding this Agreement and shall not use it for any other purpose.

25.3 **Non-disclosure and Limited Exceptions**

A Party shall not transmit, reveal, disclose, or otherwise communicate in whole or in part Confidential Information to any Person other than entities permitted by this Clause 25, without prior written approval from the other Party, except that each of the Seller and the Buyer may, without obtaining prior written approval from the other, disclose Confidential Information:

(a) to the extent required by applicable laws or by regulations of any government or Competent Authority;

(b) to the extent required by the rules of any recognised stock exchange;

(c) to the extent required by an order of a court of competent jurisdiction or to an arbitrator or expert solely for the purpose of determining a dispute or matter under or pursuant to the terms of this Agreement;

(d) to the extent that the Confidential Information is already or becomes lawfully in the public domain other than as a result of a failure or breach of the disclosing Party;

(e) to the extent that the Confidential Information is at the time of its receipt or acquisition lawfully known by the receiving Party (other than as a result of a failure or breach of the disclosing Party);

(f) to a proposed bona fide transferee or assignee of the whole or part of the disclosing Party's interest held under this Agreement;

(g) to a proposed bona fide intended transferee, assignee, or Affiliate thereof, of the whole or a significant part of the issued share capital of the disclosing Party;

(h) to a bank or other financial institution in connection with efforts by that Party or an Affiliate to obtain funds, or to document any loan to or security granted by that Party or an Affiliate;
(i) to the extent that the Confidential Information is properly and reasonably required by any adviser, consultant, expert, contractor or subcontractor employed or retained by that Party or by the bank or other financial institution referred to in paragraph (h) above, or by a Party's or Affiliate's officers, directors and employees, in each case whose function or role requires the same to have the Confidential Information; and

(j) to any Competent Authority having jurisdiction over such Party or any of its Affiliates to the extent validly required by law by such Competent Authority.

25.4 Conditions to Disclosure

Where disclosure of Confidential Information is made to any person other than entities permitted by Clause 25.2 or as permitted by Clause 25.3(a), (b), (c) and (j), appropriate safeguards shall be made by the disclosing Party as a prerequisite to such disclosure to prevent such person from making any further disclosure of such information without the prior written consent of the Seller and the Buyer and in particular, such person shall be bound by confidentiality and non-use provisions at least as restrictive as those contained in this Clause 25.

25.5 Duration of Confidentiality

The Confidential Information shall be treated as confidential in accordance with the terms and conditions of this Clause 25 for a period of three (3) years after this Agreement has expired or terminated for whatever reason.

25.6 Press Releases

Neither Party shall make any public announcement regarding this Agreement without the prior agreement of the other Party in relation to the content and timing and manner of making or dispatch of such announcement.

26 NOTICES

26.1 All notices which term shall, in this Clause, include any other communication including invoices) required to be given by either Party to the other in connection with the performance of this Agreement, other than routine oral communications, shall be made in writing in the English language. The addresses and other details of the Parties referred to in Clause 26.3 are, subject to Clause 26.2, as follows:

Seller:

Qatar Liquefied Gas Company Limited (2)
PO Box 22666
Doha
Qatar
To the Attention of: Sales Administration Manager
Facsimile Number: 974-4473-6129
Email: to be set out in the Implementation Procedures

[Signature]

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Buyer:

Pakistan State Oil Company Limited
PSO House, Khayaban-e-Iqbal,
Clifton, Karachi-75600, Pakistan
For the Attention of: Managing Director
Telephone Number: +92 21 99203824-25
Facsimile Number: +92 21 99203717
Email: to be set out in the
Implementation Procedures

26.2 Any Party to this Agreement may notify the other Party of any change to the address or any of
the other details specified in Clause 26.1, provided that such notification shall only be
effective on the date specified in such notice or eight (8) days after the notice is given,
whichever is the later, or as agreed by the Parties.

26.3 Any such notice, including invoices, shall be addressed as provided in Clause 26.1 and may
be:

(a) personally delivered, in which case it shall be deemed to have been received upon
delivery at the relevant address;

(b) sent by registered express courier service in which case it shall be deemed to have been
received at the time set out in the delivery confirmation;

(c) sent by facsimile, in which case it shall be deemed to have been received when
dispatched, subject to confirmation of uninterrupted transmission by a transmission
report, provided that any notice dispatched by facsimile after 17:00 hours at the recipient's
local time on any day shall be deemed to have been received at 08:00 hours at the
recipient's local time on the next day;

(d) sent as an email or an attachment by email to the relevant email address as agreed
between the Parties from time to time, in which case it shall be deemed to have been
received when sent, provided that any notice sent by email after 17:00 hours at the
recipient's local time on any day shall be deemed to have been received at 08:00 hours at
the recipient's local time on the next day; or

(e) in the case of any notice served under Clauses 11, 13.2.1, 19.2, or 19.3 sent as an email or
as an attachment by email to the relevant email address stated in Clause 26.1, in which
case it shall be deemed to have been received when sent notwithstanding Clause 26.3(d).

26.4 Routine oral communications shall be made directly in person or by telephone. The recipient
of such oral communications shall have the right to request prompt written confirmation
thereof.

26.5 If the recipient so requests, notices and communications sent by facsimile shall be confirmed
promptly by post or air-courier service, but without prejudice to the validity of the original
notice.
27 IMPLEMENTATION PROCEDURES AND ADMINISTRATION

27.1 If either Party so requires, implementation procedures (the "Implementation Procedures") setting forth details necessary for performance of this Agreement shall be mutually agreed upon between the Seller and the Buyer. Such Implementation Procedures shall be without prejudice to the Parties' obligations under this Agreement and shall not be binding on either Party.

27.2 The Seller has entered into an agreement with Qatargas Operating Company Limited, authorising Qatargas Operating Company Limited to act as agent for and to manage, supervise and undertake for and on its behalf various activities that the Seller would otherwise manage, supervise and undertake itself, including the sale of LNG hereunder, as well as the administration of contracts, and processing and payment of invoices.

28 GENERAL

28.1 Previous Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and supersedes and replaces all negotiations, agreements, term-sheets, understandings, undertakings, representations, documents, minutes of meetings, letters and notices between the Parties (whether oral or written) prior to the date this Agreement is executed with respect to such subject matter.

28.2 Amendments

This Agreement may not be amended, modified, varied or supplemented unless agreed by the Parties in writing.

28.3 No Waiver Implied

The failure of either Party to require the performance of any provision of this Agreement shall not affect its right to require future performance pursuant to such provision. The rights of a Party shall not be prejudiced or affected by any delay or forbearance which it might allow or show in enforcing the same. Performance of any condition or obligation to be performed hereunder shall not be deemed to have been waived or postponed except by an instrument in writing signed by the Party who is claimed to have granted such waiver or postponement.

28.4 Successors and Assigns

This Agreement shall inure for the benefit of the Parties and their respective successors in title and permitted assigns.

28.5 No Partnership

28.5.1 Nothing in this Agreement, and no action taken by the Seller and/or the Buyer pursuant to this Agreement, shall constitute, or be deemed to constitute, a partnership, unincorporated association or other co-operative entity.
28.5.2 The Parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

28.6 No Agency

28.6.1 Each of the Seller and the Buyer enters into this Agreement acting only as a principal for its own account. Nothing in this Agreement, and no action taken by the Seller and/or the Buyer pursuant to this Agreement, shall constitute, or be deemed to constitute, any relationship as between the Seller and the Buyer as principal and agent of each other, as the case may be.

28.6.2 Each of the Seller and the Buyer hereby acknowledges that the Buyer shall not have any authority to conclude contracts on behalf of, or otherwise bind, or do business on behalf of, the Seller and, in particular, that the Buyer shall not have any authority to conclude any Natural Gas supply contracts with any Third Party customers on behalf of the Seller.

28.7 Severability

Any invalid, illegal or unenforceable provision of this Agreement shall be severed from this Agreement and such severance shall not in any way prejudice or affect the validity, legality or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect so long as this Agreement is still substantially capable of performance in accordance with its terms. In the event of such severance, the Parties shall promptly meet to discuss and agree on any amendments to this Agreement necessary to maintain the original intention of the Parties.

28.8 Counterparts

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be deemed an original, with the same effect as if the signatures on the counterparts were upon a single engrossment of this Agreement; provided, however, that this Agreement shall not be effective until all the counterparts have been executed.

28.9 Representations and Warranties

28.9.1 Each Party represents and warrants to the other that:

(a) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate or other organisational action on its part and do not violate or conflict with any law applicable to it, its organisational documents or any order or judgment of a court or other agency of government applicable to it or its assets;

(b) its obligations under this Agreement are (subject to applicable insolvency and bankruptcy laws and general principles of equity) legally valid and binding obligations, enforceable in accordance with their terms; and

(c) it has all necessary governmental and other required permits, approvals, authorisations and licences required in connection with the execution, delivery and performance of this Agreement except to the extent that such permits, approvals, authorisations and/or licences can only be obtained by the Seller or the Seller's Transporter at the time the relevant LNG Vessel arrives at the Unloading Port, in which case such permits, authorisations, approvals and/or licences shall be obtained by the Seller, or the Seller
shall cause them to be obtained, as soon as possible upon arrival at the Unloading Port.

28.9.2 The Seller represents and warrants to the Buyer that it will not deliver any LNG from a gas supply source:

(a) within a country that is the target of country-wide or territory-wide resolutions, trade or economic sanctions, laws, regulations, embargoes or restrictive measures administered, enacted or enforced by; or

(b) where the receipt of such LNG would expose the Buyer or its Affiliates or the Receiving Terminal to any sanctions, prohibitions, restrictions or asset freeze orders under any resolutions, trade or economic sanctions, laws, regulations, embargoes or restrictive measures of,

the government of the United States of America, the United Nations, the European Union or any of its member states, or the respective governmental institutions and agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of States, and her Majesty's Treasury of the United Kingdom.

28.9.3 Each Party hereby acknowledges that certain laws of the United States of America, the European Union and Pakistan, as well as the laws of the State of Qatar or of the jurisdiction(s) which the LNG Vessel may transit en route to the Unloading Port, prohibit any person from offering to make or making any payment of money or anything of value, directly or indirectly, to any government official, political party, candidate for political office, or official of a public international organisation for the purpose of obtaining or retaining business or providing an improper advantage.

28.9.4 Each Party represents, warrants and covenants to the other Party that, in the performance of its obligations under this Agreement it has not made or offered to make, and will not make or offer to make, any prohibited payment referred to under Clause 28.9.3.

28.9.5 The Seller represents and warrants that it is a company, duly incorporated and lawfully existing under the laws of the State of Qatar and has the power and authority to enter into this Agreement.

28.9.6 The Buyer represents and warrants that it is a company, duly incorporated and lawfully existing under the laws of Pakistan and has the power and authority to enter into this Agreement.

28.10 Remedies

Unless otherwise specified in this Agreement, all remedies arising under this Agreement or at law shall be several and cumulative.
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

QATAR LIQUEFIED GAS
COMPANY LIMITED (2)

By: Saud Sherida Al-Kaabi
Title: Chairman of the Board
Date: 08/02/2016

PAKISTAN STATE OIL
COMPANY LIMITED

By: Babar Hamid Chandkhani
Title: General Manager (Corporate Planning)
Date: February 2, 2016

Witness:

1. 
Name: Nasir Ijaz

2. 
Name: Khalid Bin Khalifa Al Thani
Chief Executive Officer
SCHEDULE A: SPECIFICATION

The specification of LNG unloaded from the LNG Vessel at the Delivery Point ("Specification") shall be as follows:

A.1 GROSS HEATING VALUE

The Gross Heating Value (Volume Based) shall be between 1025 BTU/SCF and 1075 BTU/SCF on the basis of a dry ideal gas at combustion and metering reference conditions of sixty (60) degrees Fahrenheit and an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch.

A.2 WOBBE INDEX

The Wobbe Index shall be between 1300 BTU/SCF and 1428 BTU/SCF on the basis of a dry ideal gas at combustion and metering reference conditions of sixty (60) degrees Fahrenheit and an absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch.

A.3 LNG COMPOSITION

The LNG composition (as a molecular percentage) shall be:

- Nitrogen ($N_2$) not more than 1.5 %
- Methane ($C_1$) not less than 85 %
- Ethane ($C_2$) not more than 8 %
- Propane ($C_3$) not more than 0.25 %
- Butane ($C_4$) and heavier ($C_5+$) not more than 0.1 %

The LNG impurities shall be:

- Hydrogen Sulphide not more than 5 mg per Nm$^3$
- Total Sulphur not more than 30 mg per Nm$^3$

A.4 OTHER SUBSTANCES

No objectionable solids as would not pass through a 60-mesh strainer or other impurities shall be found in such quantities that will interfere with the unloading of LNG from the LNG Vessel or operation of the Receiving Terminal.
SCHEDULE B: MEASUREMENT, ANALYSIS AND CALCULATION

B.1 GENERAL

(a) Unless otherwise stipulated in this Schedule B, the Seller or the Buyer may request changes, including the use of updated versions, to the standard methods of measurement and procedures contained in this Schedule B. When such a request is made, the new methodology shall not be used without the prior consent of the other Party, which shall not be unreasonably withheld. The use of any new methodology shall not be applied retroactively unless the Parties agree otherwise.

(b) The design, operation and procedures of the CTMS and sampling and analysis systems described in Sections B.3 and B.4, respectively, of this Schedule B shall generally be in accordance with the latest edition of the “LNG Custody Transfer Handbook” published by GIIGNL. If the LNG Custody Transfer Handbook is revised after the date this Agreement is executed, the newer version shall only become applicable following agreement of the Parties.

(c) The International System of Units (SI) is used throughout this Schedule B, except for:

i) the purpose of converting the total energy of the LNG loaded or unloaded from MJ to MMBTU and vice versa;

ii) the purpose of converting the Gross Heating Value (Mass Based), expressed in MJ/kg, into the Gross Heating Value (Volume Based), expressed in BTU/SCF;

iii) the Wobbe Index, expressed in BTU/SCF; and

iv) pressure, expressed in millibars or bars.

(d) Unless the context otherwise requires, references in this Schedule B to ‘this Schedule’ and to ‘Sections’ shall be construed as references to this Schedule B, sections (and subsections and paragraphs) of this Schedule B, and references to Clauses shall be construed as references to clauses of the main body of this Agreement.

B.2 CALIBRATION OF LNG TANKS IN THE LNG VESSELS

B.2.1 Calibration of LNG Tanks and Preparation of LNG Tank Gauge Tables

(a) Prior to the utilization of any LNG Vessel, the Seller shall:

i) in the case of an LNG Vessel, the LNG Tanks of which have not been previously calibrated, arrange for each LNG Tank of such LNG Vessel to be calibrated for volume against level by an industry recognized authority; and

ii) in the case of an LNG Vessel, the LNG Tanks of which have been previously calibrated, provide the Buyer with evidence of such calibration by an industry recognized authority.

(b) The Seller shall provide the Buyer with a copy of the LNG Tank gauge tables for each LNG Tank from the results of the calibration. Such LNG Tank gauge tables shall relate the height of the liquid level of LNG contained in an LNG Tank to the volume of such...
LNG, and shall include sounding tables, correction tables for list and trim, volume corrections to LNG Tank service temperature and other corrections if necessary.

B.2.2 Re-calibration of LNG Tanks due to Distortion of LNG Tanks

In the event that any LNG Tank suffers distortion of such a nature as to cause either Party reasonably to question the validity of the tables referred to in Section B.2.1 or any prior re-calibration carried out pursuant to this Section B.2.2, the Seller shall arrange for such LNG Tank to be re-calibrated during any period when such LNG Vessel is out of service for inspection and/or repairs. The Seller shall bear the costs of re-calibration, unless such re-calibration was conducted at the Buyer’s request and did not demonstrate any inaccuracy in the LNG Tank gauge tables, in which case the Buyer shall pay for the costs of re-calibration. Except as provided in this Section B.2.2, no other re-calibration of any LNG Tank shall be required.

B.3 LNG VESSEL “CUSTODY TRANSFER MEASUREMENT SYSTEM”

B.3.1 CTMS General and CTMS Procedures

(a) The Seller shall cause or have caused to be installed, maintained and operated at its cost and expense on each LNG Vessel, a suitable CTMS (as further described in Clause 14).

(b) The LNG Vessel’s CTMS shall encompass a primary and an auxiliary (secondary) system for the purpose of measuring the quantity of LNG loaded and delivered.

(c) Both the primary and auxiliary systems shall be in operation during all cargo transfer operations. In the event that a device of the primary CTMS fails, then the readings of the corresponding auxiliary device shall be used to calculate the quantity of LNG loaded and delivered. Further procedures of CTMS devices failure are contained in the relevant sub-sections of this Section B.3.

(d) The Seller shall maintain or cause to have maintained for the CTMS:

i) a CTMS maintenance procedure;

ii) a schedule of maintenance;

iii) a log of the maintenance carried out, which is verified by the relevant Master of the LNG Vessel or his designate, which shall be retained on board for inspection, audit, as requested by the Buyer, the Seller (or their representatives) or the Independent Surveyor; and

iv) calibration, testing and defect correction procedures.

B.3.2 Verification of CTMS Accuracy

(a) Gauging devices shall be verified for accuracy, and the inaccuracy of a device exceeding the relevant permissible accuracy tolerance shall require correction of recordings and calculations.

(b) The Seller may, in addition, verify or cause to be verified the accuracy of the CTMS equipment, excluding the volumetric calibration of the LNG Tanks in the relevant LNG Vessel, as follows:
i) when the Buyer makes a reasonable request and the Seller agrees to carry out such verification;

ii) when such verification is considered necessary by the Seller.

(c) The verification referred to in Section B.3.2(b)(i) above shall be carried out, if requested by the Buyer and when considered necessary by the Seller, by a suitable, independent industry recognised authority, selected jointly by the Seller and the Buyer. The Seller shall give notice to the Buyer reasonably in advance of such tests and the Buyer shall have the right to be present at such tests. The Seller shall bear the costs of testing, verifying and, if required, re-calibration, unless the testing was conducted at the Buyer’s request and it did not demonstrate errors or inaccuracies outside the permissible accuracy tolerances described in this Section B.3 that required correction, in which case the Buyer shall pay for the costs of such tests and verification.

(d) In the event that the Buyer has no opportunity to witness and verify such tests, the independent industry recognised authority shall provide to the Buyer, if so requested by the Buyer, the result of the latest CTMS equipment accuracy tests referred to Section B.3.2 (c) above for the LNG Vessel for the Buyer’s verification.

B.3.3 CTMS Outside Permissible Accuracy Tolerances

If any LNG Vessel’s CTMS equipment or devices are found to be outside the permissible accuracy tolerances as described in this Section B.3, or are inoperable, then they shall be rectified or replaced without unreasonable delay. Any discrepancies in invoices which are clearly demonstrated to have been caused by the inaccuracy of any measuring equipment or device shall be corrected and agreed upon by the Buyer and the Seller accordingly. Notwithstanding Clause 17.6, corrections to invoices due to the inaccuracy of any measuring equipment or device shall be limited to the shorter of:

(a) a period of three (3) years from the date of receipt of such invoice by the Buyer; and

(b) the previous time the CTMS equipment and devices’ accuracy was verified and, if required, corrected, to be within the permissible accuracy tolerances.

B.3.4 Liquid Levels and Volume Calculation

(a) Each LNG Tank is to be provided with primary and auxiliary liquid level gauging devices capable of determining the liquid level of LNG with accuracies equal to or better than plus or minus seven decimal five (±7.5) millimetres for the primary and plus or minus seven decimal five (±7.5) millimetres for the auxiliary devices, over the relevant measurement ranges of the LNG Tanks.

(b) If the primary liquid level gauging device in an LNG Tank fails to operate correctly, then the liquid level for custody transfer purposes shall be determined using the auxiliary liquid level gauging device. If both the primary and the auxiliary devices fail to operate correctly, then the Independent Surveyor shall seek agreement from the Seller and the Buyer on any other appropriate method or methods that may be available to ascertain the liquid level or volume of the Cargo in the LNG Tanks.

(c) The liquid level of each LNG Tank in metres shall be determined by taking five (5) readings with a reasonable interval between each reading. These readings shall be taken...
to three (3) decimal places. The arithmetic average of the five (5) readings, Rounded to three (3) decimal places, shall be used to calculate the volume of LNG in each LNG Tank. The average of the liquid level readings shall be corrected for list, trim and temperature effects when converting it into the volume of LNG in each of the LNG Tanks. During the period in which the readings are taken, the filling valves on the LNG Tanks being measured shall remain shut. No LNG, ballast, BOG, fuel oil or other cargo transfer operations should be carried out, on the LNG Vessel for the entire duration of such measurement. The gas master valve to the engine room, if applicable, and the ships manifold valves must be shut and the loading arms connected before any measurements are taken.

(d) For LNG Vessels fitted with a reliquefaction plant, if the reliquefaction plant is running at the time of taking LNG Tank level measurements then it may continue to do so during the LNG Tank level measurement process. The volume of condensate returned to the LNG Tanks during the measurement process, by the reliquefaction plant, and the quantity of condensate contained in the reliquefaction system, is immeasurable and is to be regarded as zero (0) for CTMS purposes.

(e) In order to comply with International Standards and/or with safety procedures of the LNG Vessel, the use of the LNG Vessel's Gas Combustion Unit (GCU) or other gas burning facilities at the Unloading Port is permitted subject to approval by the Buyer or the operator of the Receiving Terminal, which approval shall not be unreasonably withheld.

(f) Upon each occasion of loading a Cargo on to an LNG Vessel, the liquid level of each LNG Tank in the LNG Vessel shall be determined both before and after transfer of the Cargo. The first gauging is to be made after the loading arms have been connected to the LNG Vessel, but prior to their cool down, and prior to the LNG Vessel's liquid manifold valves being opened. The second gauging shall occur approximately thirty (30) minutes after cessation of LNG loading and following the closure of the LNG Vessel's liquid manifold valves, but prior to the disconnection of the loading arms, the time span being necessary for the liquid level to stabilize.

(g) Upon each occasion of unloading a Cargo from an LNG Vessel, the liquid level of each LNG Tank in the LNG Vessel shall be determined both before and after transfer of the Cargo. The first gauging is to be made after the unloading arms have been connected to the LNG Vessel and prior to the LNG Vessel's liquid manifold valves being opened. The second gauging shall occur approximately thirty (30) minutes after cessation of LNG unloading and following the closure of the LNG Vessel's liquid manifold valves, the time span being necessary for the liquid level to stabilize.

(h) The total volume, in Cubic Metres, of LNG in each LNG Tank both before and after loading and unloading shall be determined by use of the average levels from Section B.3.4(c) and the appropriate LNG Tank gauge tables. The volumes so determined shall be to three (3) decimal places.

(i) The total volume of LNG before loading shall be subtracted from the total volume of LNG after loading and the result shall be Rounded to zero (0) decimal places and shown on the certificate of loading.
(j) The total volume of LNG after unloading shall then be subtracted from the total volume of LNG before unloading and the result shall be taken as the volume of LNG unloaded for the purpose of the term "V", as further described in Section B.5.

B.3.5 Temperature

(a) The Seller shall cause each LNG Tank to be provided with a minimum of four (4) temperature measuring devices. These temperature measuring devices shall have one hundred per cent (100%) back-up redundancy. The measuring devices shall be distributed as follows:

i) one (1) in the vapour space at the top of each LNG Tank;

ii) one (1) near the bottom of each LNG Tank; and

iii) the remainder distributed at appropriate intervals from the top to the bottom of the LNG Tank in the volume where LNG would normally occupy a full LNG Tank.

(b) These devices shall be used to determine the temperatures of the liquid and the vapour in the LNG Tanks, and shall have accuracy equal to or better than:

i) plus or minus (±) zero decimal two Degrees Celsius (±0.2°C) in the temperature range from minus one hundred sixty five Degrees Celsius (-165°C) to minus one hundred forty five Degrees Celsius (-145°C); and

ii) plus or minus (±) one decimal five Degrees Celsius (±1.5°C) in the temperature range from minus one hundred forty five Degrees Celsius (-145°C) to plus fifty Degrees Celsius (50°C).

(c) The average temperature of liquid cargo in the LNG Vessel shall be determined immediately after loading and before unloading by means of the temperature measuring devices which are fully immersed in the liquid as follows:

i) for each LNG Tank, the temperature readings in Degrees Celsius of the devices immersed in the liquid shall be taken to two (2) decimal places;

ii) the average temperature of the liquid cargo in each LNG Tank shall then be calculated as the arithmetic average of the temperature readings of the devices referred to in Section B.3.5(c)i) Rounded to one (1) decimal place; and

iii) the average temperature of the liquid cargo in the LNG Vessel shall then be calculated as the arithmetic average of the average temperatures of the liquid cargo in each LNG Tank from Section B.3.5(c)i) and shall be used for the purpose of the term "T_L", as further described in Section B.5.

(d) The average temperature of the vapour in the LNG Vessel shall be determined immediately before loading and after unloading by means of the temperature measuring devices which are fully surrounded by vapour as follows:

i) for each LNG Tank, the temperature readings in Degrees Celsius, of the devices fully surrounded by the vapour shall be taken to two (2) decimal places;
ii) the average temperature of the vapour in each LNG Tank shall then be calculated as the arithmetic average of the temperature readings of the devices referred to in Section B.3.5(d)i) Rounded to one (1) decimal place; and

iii) the average temperature of the vapour in the LNG Vessel shall then be calculated as the arithmetic average of the average temperatures of the vapour in each LNG Tank from Section B.3.5(d)iii) and this shall be used for the purpose of the term "\( T_v \)" as further described in Section B.5.

**B.3.6 Pressure**

(a) The Seller shall cause each LNG Tank to be provided with a pressure measuring device capable of determining the absolute vapour pressure in each LNG Tank with an accuracy equal to or better than plus or minus one (\( \pm 1 \)) per cent over the range of eight hundred (800) to one thousand four hundred (1400) millibars.

(b) The average absolute pressure of the vapour in the LNG Vessel shall be determined immediately before loading and immediately after unloading by means of the pressure measuring devices as follows:

i) the pressure may be taken at a common vapour header if such a facility is available upon mutual agreement of the Buyer and the Seller;

ii) in the absence of such agreement the vapour pressure, in millibars, shall be determined by taking the absolute pressure readings of the devices in each LNG Tank to zero (0) decimal places; and

iii) the average absolute pressure of the vapour in the LNG Vessel shall then be calculated as the arithmetic average of the absolute pressure readings of the devices referred to in Section B.3.6(b)iii), and this shall be used for the purpose of the term "\( p \)", as further described in Section B.5.

**B.4 SAMPLING AND ANALYSIS PROCEDURES**

**B.4.1 General**

(a) The Seller and the Buyer shall prepare or cause to be prepared detailed sampling and analysis procedures, which shall be based on the requirements listed in this Section B.4.

(b) The design, operation and procedures for sampling and vaporisation at the Loading Port and Unloading Port shall generally be in accordance with the ISO 8943 and the detailed standard methods adopted by the Buyer (at the Unloading Port) and the Seller (at the Loading Port) shall be reviewed and agreed by the Buyer and the Seller.

**B.4.2 Sample Collection**

(a) Samples shall be collected at steady operating conditions and at a constant high loading/unloading rate when the flow rate is sufficiently stabilised. A liquid sample stream shall be tapped from an appropriate point in the lines at the Loading Port and the Unloading Port, which shall subsequently be conveyed via an insulated sampling line to a vapouriser. Precautions shall be taken to avoid any partial vapourisation of the liquid sample before it reaches the vapouriser. The length of the sampling line shall be kept...
within the standard limits or as otherwise agreed between the Buyer and the Seller. Adequate heat transfer in the vaporiser shall provide complete vaporisation of the liquid samples.

(b) If samples of the Cargo are not obtainable or are deemed not representative by the Seller or the Buyer in consultation with the Independent Surveyor and until such samples are so obtainable or deemed representative, the Seller and Buyer agree to use any of the following methods, which the Seller and the Buyer, in consultation with the Independent Surveyor, deem to provide the most representative composition:

i) if an on-line gas chromatograph is utilised and if it has been calibrated, and its accuracy can be verified and deemed acceptable by the Seller and Buyer, the composition provided by the gas chromatograph shall be used as the quality of the LNG unloaded and the Seller shall submit an invoice in accordance with Clause 17.2. If, by using this method, the Seller is unable to determine without delay the quality of the LNG unloaded and therefore the Quantity Delivered, the Seller shall submit a preliminary invoice in accordance with Clause 17.3 and a subsequent adjustment, if any, shall be made through a final invoice in accordance with Clause 17.3.2 based on the agreed composition;

ii) should the Cargo delivered by LNG Vessels using on board liquefaction facilities, and where Section B.4.2(b)ii) is not applicable, the composition at loading will be used as the quality unloaded and the Seller shall submit an invoice in accordance with Clause 17.2; and

iii) where Section B.4.2(b)ii) and B.4.2(b)ii) are not applicable, the Seller and the Buyer shall discuss and agree on an alternative method or methods for determining the composition. In the interim, the Seller shall submit a preliminary invoice in accordance with Clause 17.3.1 and a subsequent adjustment, if any, shall be made through a final invoice in accordance with Clause 17.3.2 based on the agreed composition.

B.4.3 Procedures at Loading Port

At the Loading Port the Seller shall carry out or cause to be carried out sampling and analysis of each Cargo. Representative composite samples of the LNG loaded on to the LNG Vessel shall be obtained by the Seller during the loading of the LNG Vessel by the following methods:

(a) After completion of the loading and sampling procedures required by this Section B.4, the representative samples of vapourised LNG collected in the gas holders through continuous sampling in accordance with Section B.4.2(a), shall be directly transferred to two (2) clean, labelled, five hundred (500) millilitre stainless steel gas sample cylinders which shall be used as follows:

i) one (1) for analysis at the Loading Port; and

ii) one (1) to be retained by the Seller (to be used for reference in case of a dispute) for at least forty five (45) days.
(b) If the method described in Section B.4.3(a) is not available, the Seller shall use an
appropriate discontinuous method.

The Seller shall report, or cause to be reported to the Buyer the results of the analyses made as
soon as reasonably practicable after Completion of Loading.

B.4.4 Procedures at Unloading Port

(a) At the Unloading Port the Buyer shall carry out or cause to be carried out sampling and
analysis of each Cargo when delivered at the Unloading Port consistent with the
methods detailed in Section B.4.3(a) or B.4.3(b), as applicable. In such manner the
Buyer shall obtain representative samples of the LNG unloaded at the Unloading Port
during unloading of the LNG Vessel.

(b) The Buyer or the Seller shall have the right to be present when sampling and analysis is
carried out and shall have the right to require check runs and other tests to ascertain that
samples are representative, that the equipment is working correctly and that the validity
and the compositions of the reference gas standards are accurate. Sampling and analysis
shall be witnessed and verified by an Independent Surveyor jointly appointed by the
Seller and the Buyer under Clause 14.4. The Buyer shall report, or cause to be reported,
to the Seller the results of the analyses made as soon as reasonably practicable after
Completion of Unloading.

(c) If an on-line gas chromatograph is utilised at the Receiving Terminal and subject to
Section B.4.2(b), a sample shall be taken at regular intervals in line with industry
practice by the on-line gas chromatograph in each unloading line for the purpose of
measuring the LNG composition. Prior to unloading, the on-line gas chromatograph
shall be calibrated using a valid reference standard gas and the results of such
calibration, including with respect to repeatability, shall comply with the relevant

(d) After unloading and completion of the sampling procedure required in Section B.4.4(a),
the representative samples of vaporised LNG collected in the gas holders shall be
directly transferred to three (3) clean five hundred (500) millilitre stainless steel gas
sample cylinders at pressure greater than five decimal zero (5.0) bars gauge which shall
be used as follows:

i) one (1) for analysis at the Unloading Port;

ii) one (1) to be sent to the Seller (to be used for reference) if requested by the Seller
within twenty (20) days; and

iii) one (1) to be retained by the Buyer (to be used for reference in case of a dispute)
for at least forty five (45) days.

B.4.5 Sample Analysis

(a) The vaporised liquid samples taken at the Loading Port and the Unloading Port shall be
used as composite samples representative of the relevant Cargo and are to be analysed
for:
i) composition (including N₂ and C₁ to C₆⁺) by means of gas chromatography; and

ii) impurities in accordance with Section B.5.8.

(b) The compositional analyses of the composite samples as determined by a method mutually agreed upon between the Seller and the Buyer on the basis of GPA 2261:2000 or the relevant sections of ISO 6974:2000, shall be used to calculate the Gross Heating Value (Mass Based). The calculation for the determination of the Gross Heating Value (Mass Based) is given in Section B.5.3.

(c) Where either the Seller or the Buyer reasonably disputes the quality determination, the samples taken by the Seller pursuant to Section B.4.3(a)iii) or by the Buyer pursuant to Section B.4.4(d)iii), as applicable, shall be analysed as soon as possible by a mutually agreed independent Third Party laboratory in accordance with the method agreed to within Section B.4.5(b) to determine the molar fraction of the components in the sample by gas chromatography. In those circumstances, the composition so determined shall, unless the Seller and the Buyer otherwise agree, be deemed to be the composition of the LNG for invoicing purposes.

B.5 CALCULATIONS

B.5.1 Notations

(a) The calculation of the density of the LNG at its temperature immediately after loading or before unloading, as appropriate, shall be made in accordance with the calculation procedure for the determination of the density as given in Section B.5.4. The calculation of the heating values shall be made in accordance with Section B.5.3 and Section B.5.5.

(b) In determining the Quantity Delivered, the following notations shall have the meanings shown below:

\[ d = \text{density of liquid cargo unloaded at the prevailing composition and temperature} \]
\[ T_{L}, \text{in kg/m}^3 \text{ Rounded to two (2) decimal places, determined in accordance with} \]
\[ \text{the method specified in Section B.5.4.} \]

\[ H_i = \text{Gross Heating Value (Mass Based) of component "i" in MJ/kg. This shall be} \]
\[ \text{determined on the basis of a dry ideal gas at combustion reference condition of} \]
\[ \text{fifteen (15) Degrees Celsius and a pressure of one decimal zero one three two} \]
\[ \text{five (1.01325) bar absolute as specified in Section B.5.7 (a).} \]

\[ H_m = \text{Gross Heating Value (Mass Based) of the liquid cargo in MJ/kg, determined in} \]
\[ \text{accordance with the method specified in Section B.5.3, Rounded to two (2)} \]
\[ \text{decimal places on the basis of a dry ideal gas at combustion reference condition of} \]
\[ \text{fifteen (15) Degrees Celsius and a pressure of one decimal zero one three two} \]
\[ \text{five (1.01325) bar absolute.} \]

\[ H_v = \text{Gross Heating Value (Volume Based) of the liquid cargo in BTU/SCF,} \]
\[ \text{determined in accordance with the method specified in Section B.5.5, Rounded} \]
\[ \text{to two (2) decimal places on the basis of a dry ideal gas at combustion and} \]
metering reference conditions of sixty (60) degrees Fahrenheit and a pressure of fourteen decimal six nine six (14.696) pounds per square inch absolute.

\[ K_1 = \text{volume correction in m}^3/\text{kmol at temperature } T_L \text{ obtained by linear interpolation of the relevant data as specified in Section B.5.7(c) Rounded to six (6) decimal places.} \]

\[ K_2 = \text{volume correction in m}^3/\text{kmol at temperature } T_L \text{ obtained by linear interpolation of the relevant data as specified in Section B.5.7(d) Rounded to six (6) decimal places.} \]

\[ M_i = \text{molecular mass of component "i" in kg/kmol as specified in Section B.5.7(a).} \]

\[ P = \text{average absolute pressure of vapour in the LNG Vessel immediately after unloading in millibars, Rounded to zero (0) decimal places, determined in accordance with Section B.3.6.} \]

\[ Q = \text{Quantity Delivered in MMBTU at fifteen (15) Degrees Celsius contained in the quantity of LNG unloaded, Rounded to zero (0) decimal places, determined in accordance with Section B.5.2.} \]

\[ T_L = \text{average temperature of the liquid cargo in the LNG Vessel immediately before unloading in Degrees Celsius, Rounded to one (1) decimal place, determined in accordance with Section B.3.5.} \]

\[ T_v = \text{average temperature of the vapour in the LNG Vessel immediately after unloading in Degrees Celsius, Rounded to one (1) decimal place, determined in accordance with Section B.3.5.} \]

\[ V = \text{volume of LNG unloaded in Cubic Metres, Rounded to zero (0) decimal places, determined in accordance with Section B.3.4.} \]

\[ V_i = \text{molar volume of component "i" in m}^3/\text{kmol at } T_L \text{ obtained by linear interpolation of the relevant data as specified in Section B.5.7(b), Rounded to six (6) decimal places.} \]

\[ X_i = \text{molar fraction of component "i" in samples taken from the Buyer's unloading lines, Rounded to four (4) decimal places, determined by gas chromatographic analysis in accordance with Section B.4.5.} \]

\[ X_m = \text{the value of } X_i \text{ for methane.} \]

\[ X_n = \text{the value of } X_i \text{ for nitrogen.} \]

**B.5.2 BTU Calculation of the Quantity of LNG**

(a) The Quantity Delivered (Q) shall be stated in energy terms in MMBTU and be net of the vapour displaced by the LNG, using the following formula:

\[
Q = \frac{1}{1,055.056} \times \left( V \times d \times H_m - V \times \frac{288.15}{(273.15 + T_v)} \times \frac{P}{1,013.25} \times 37.706 \right)
\]
(b) The number three seven decimal seven zero six (37.706) in the above formula is the
gross heating value on a volumetric basis (assumed to be methane) in MJ/m³ at fifteen
(15) Degrees Celsius and one thousand and thirteen decimal two five (1,013.25)
millibars for both combustion and metering. In the event that the return gas quality is
metered and/or analysed, the actual value will be used.

B.5.3 Calculation of Gross Heating Value (Mass Based)
The Gross Heating Value (Mass Based) \( (H_m) \) in MJ/kg shall be calculated in accordance with
BS EN ISO 6976:2005 using the following formula:

\[
H_m = \frac{\sum (X_i \times M_i \times H_i)}{\sum (X_i \times M_i)}
\]

B.5.4 Density Calculation Formula
(a) The density of the liquid cargo \( (d) \) in kg/m³ which is used in the BTU calculations in
Section B.5.5 shall be calculated in accordance with ISO 6578:1991 using the
following formula:

\[
d = \frac{\sum (X_i \times M_i)}{\sum (X_i \times V_i) \left( K_1 + \frac{(K_2 - K_3) \times X_a}{0.0425} \right) \times X_m}
\]

(b) In the application of the formula, no intermediate rounding shall be made.

B.5.5 Calculation of Gross Heating Value (Volume Based)
The Gross Heating Value (Volume Based) \( (H_v) \) in BTU/SCF shall be calculated in accordance with
BS EN ISO 6976:2005 using the following formula:

\[
H_v = 1.13285 \times \sum (X_i \times M_i \times H_i)
\]

The above formula is the conversion of MJ/kmol at 15°C/15°C into BTU/SCF at 60°F/60°F
and follows from

(a) molar gross heating value equal to \( \sum (X_i \times M_i \times H_i) \) in MJ/kmol

(b) 1 kmol = 2.20462 lbmol

(c) 1 lbmol = 379.482 SCF

(d) 1/1.00006 represents the temperature conversion of MJ at 15°C to 60°F.
Therefore:

\[
H_v = \frac{10^6}{1055.056 \times 1.00006 \times 2.20462 \times 379.482} \times \sum (X_i \times M_i \times H_i)
\]

or:
B.5.6 Calculation of Wobbe Index

Wobbe Index \( (W) \), measured in BTU/SCF, is the Gross Heating Value (Volume Based) of the relevant cargo divided by the square root of the Relative Density \((d_r)\) and shall be calculated in accordance with the formula:

\[
W = \frac{H_v}{\sqrt{d_r}}
\]

Where \( d_r \) = Relative Density is the ratio of the specific weight of gas to the specific weight of dry air at the same conditions of pressure and temperature calculated in accordance with the following formula:

\[
d_r = \frac{\sum (X_i \times M_i)}{28.9626}
\]

Where the figure twoeight decimal nine six two six (28.9626) is the molecular weight of air as per BS EN ISO 6976:2005.

B.5.7 Data Tables

(a) Values of \( H_i \) and \( M_i \) (BS EN ISO 6976:2005 to calculate \( H_m \) and ISO 6578:1991 to calculate the density, \( d \))

<table>
<thead>
<tr>
<th>Component</th>
<th>( H_i ) (EN ISO 6976)</th>
<th>( M_i ) (EN ISO 6976)</th>
<th>( M_i ) (ISO 6578)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methane</td>
<td>55.574</td>
<td>16.0426</td>
<td>16.043</td>
</tr>
<tr>
<td>Propane</td>
<td>51.95</td>
<td>30.0694</td>
<td>30.070</td>
</tr>
<tr>
<td>Butane</td>
<td>50.37</td>
<td>44.0962</td>
<td>44.097</td>
</tr>
<tr>
<td>Isobutane</td>
<td>49.39</td>
<td>58.123</td>
<td>58.123</td>
</tr>
<tr>
<td>Ethane</td>
<td>49.55</td>
<td>58.123</td>
<td>58.123</td>
</tr>
<tr>
<td>Isoethane</td>
<td>48.95</td>
<td>72.1498</td>
<td>72.150</td>
</tr>
<tr>
<td>Propanal</td>
<td>49.04</td>
<td>72.1498</td>
<td>72.150</td>
</tr>
<tr>
<td>Isohexene</td>
<td>48.72</td>
<td>86.1766</td>
<td>86.177</td>
</tr>
<tr>
<td>Isoheptene</td>
<td>0</td>
<td>28.0134</td>
<td>28.0135</td>
</tr>
</tbody>
</table>
(b) Value of $V_i$ (in Cubic Metre/kmol) (source: $V_i$ ISO 6578:1991) For intermediate temperatures a linear interpolation shall be used.

<table>
<thead>
<tr>
<th>Molecule</th>
<th>$V_i$ @ 10°C</th>
<th>$V_i$ @ 20°C</th>
<th>$V_i$ @ 30°C</th>
<th>$V_i$ @ 40°C</th>
<th>$V_i$ @ 50°C</th>
<th>$V_i$ @ 60°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methane</td>
<td>0.035771</td>
<td>0.036315</td>
<td>0.036891</td>
<td>0.037500</td>
<td>0.038149</td>
<td>0.038839</td>
</tr>
<tr>
<td>Ethane</td>
<td>0.046324</td>
<td>0.046716</td>
<td>0.047116</td>
<td>0.047524</td>
<td>0.047942</td>
<td>0.048369</td>
</tr>
<tr>
<td>Propane</td>
<td>0.060731</td>
<td>0.061164</td>
<td>0.061602</td>
<td>0.062046</td>
<td>0.062497</td>
<td>0.062953</td>
</tr>
<tr>
<td>Butane</td>
<td>0.076384</td>
<td>0.076868</td>
<td>0.077356</td>
<td>0.077851</td>
<td>0.078352</td>
<td>0.078859</td>
</tr>
<tr>
<td>Pentane</td>
<td>0.074997</td>
<td>0.075459</td>
<td>0.075926</td>
<td>0.076398</td>
<td>0.076875</td>
<td>0.077359</td>
</tr>
<tr>
<td>Hexane</td>
<td>0.089576</td>
<td>0.090107</td>
<td>0.090642</td>
<td>0.091179</td>
<td>0.091721</td>
<td>0.092267</td>
</tr>
<tr>
<td>Heptane</td>
<td>0.089498</td>
<td>0.090016</td>
<td>0.090536</td>
<td>0.091056</td>
<td>0.091583</td>
<td>0.092111</td>
</tr>
<tr>
<td>Octane</td>
<td>0.10273</td>
<td>0.10326</td>
<td>0.10380</td>
<td>0.10434</td>
<td>0.10489</td>
<td>0.10545</td>
</tr>
<tr>
<td>Nonane</td>
<td>0.038408</td>
<td>0.039949</td>
<td>0.041788</td>
<td>0.044043</td>
<td>0.047019</td>
<td>0.051022</td>
</tr>
</tbody>
</table>

(c) Correction factors for volume reduction of LNG mixtures (source: ISO 6578:1991). For intermediate temperatures a linear interpolation shall be used.

**Volume Reduction, $K_i \times 10^3$, Cubic Metre/kmol**

<table>
<thead>
<tr>
<th>Molecular Weight of Mixture</th>
<th>0°C</th>
<th>10°C</th>
<th>20°C</th>
<th>30°C</th>
<th>40°C</th>
<th>50°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.15</td>
<td>-0.01</td>
<td>-0.01</td>
<td>-0.01</td>
<td>-0.01</td>
<td>-0.01</td>
<td>-0.01</td>
</tr>
<tr>
<td>12</td>
<td>0.16</td>
<td>0.18</td>
<td>0.21</td>
<td>0.24</td>
<td>0.28</td>
<td>0.33</td>
</tr>
<tr>
<td>36</td>
<td>0.33</td>
<td>0.37</td>
<td>0.41</td>
<td>0.47</td>
<td>0.56</td>
<td>0.66</td>
</tr>
<tr>
<td>74</td>
<td>0.45</td>
<td>0.51</td>
<td>0.58</td>
<td>0.67</td>
<td>0.76</td>
<td>0.87</td>
</tr>
<tr>
<td>172</td>
<td>0.59</td>
<td>0.67</td>
<td>0.76</td>
<td>0.86</td>
<td>0.98</td>
<td>1.10</td>
</tr>
<tr>
<td>382</td>
<td>0.70</td>
<td>0.79</td>
<td>0.89</td>
<td>1.00</td>
<td>1.13</td>
<td>1.29</td>
</tr>
<tr>
<td>532</td>
<td>0.81</td>
<td>-0.90</td>
<td>1.01</td>
<td>1.17</td>
<td>1.32</td>
<td>1.52</td>
</tr>
</tbody>
</table>

(d) Correction factors for volume reduction of LNG mixtures (source: ISO 6578:1991) for intermediate temperatures a linear interpolation shall be applied.
Volume reduction, $K_i \times 10^3$, Cubic Metre/kmol

<table>
<thead>
<tr>
<th>Methane</th>
<th>H2</th>
<th>N2</th>
<th>CO</th>
<th>CO2</th>
<th>H2S</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>-0.01</td>
<td>-0.01</td>
<td>-0.02</td>
<td>-0.03</td>
<td>-0.04</td>
<td>-0.05</td>
<td>-0.07</td>
</tr>
<tr>
<td>100%</td>
<td>0.21</td>
<td>0.29</td>
<td>0.46</td>
<td>0.68</td>
<td>0.91</td>
<td>1.21</td>
<td>1.60</td>
</tr>
<tr>
<td>100%</td>
<td>0.39</td>
<td>0.53</td>
<td>0.67</td>
<td>0.84</td>
<td>1.05</td>
<td>1.34</td>
<td>1.80</td>
</tr>
<tr>
<td>100%</td>
<td>0.57</td>
<td>0.71</td>
<td>0.88</td>
<td>1.13</td>
<td>1.39</td>
<td>1.76</td>
<td>2.22</td>
</tr>
<tr>
<td>100%</td>
<td>0.71</td>
<td>0.86</td>
<td>1.06</td>
<td>1.33</td>
<td>1.62</td>
<td>2.03</td>
<td>2.45</td>
</tr>
<tr>
<td>100%</td>
<td>0.87</td>
<td>1.01</td>
<td>1.16</td>
<td>1.48</td>
<td>1.85</td>
<td>2.26</td>
<td>2.79</td>
</tr>
<tr>
<td>100%</td>
<td>1.01</td>
<td>1.16</td>
<td>1.27</td>
<td>1.65</td>
<td>2.09</td>
<td>2.51</td>
<td>3.13</td>
</tr>
</tbody>
</table>

B.5.8 Methods of Testing for Impurities

(a) From time to time the Seller and the Buyer shall perform analyses for impurities on the samples obtained in accordance with the provisions of Section B.4.5, using the following test methods or any later versions thereof, or any other methods which may be agreed between the Seller and the Buyer for establishing the content of hydrogen sulphide, and other sulphur compounds:

i) ASTM D 6228-10

ii) ASTM D 6667-10

(b) Where the Buyer or the Seller reasonably disputes the results of the analyses for impurities, the samples taken by the other Party pursuant to Section B.4.3 or Section B.4.4, as applicable, shall be analysed as soon as possible by a mutually agreed independent Third Party laboratory in accordance with the methods within Section B.5.8(a)i) or Section B.5.8(a)ii) as updated according to Section B.5.8(a).

B.6 MEASUREMENT NOTIFICATIONS

B.6.1 Loaded

The Seller shall notify, or cause to be notified to, the Buyer as soon as reasonably practicable after Completion of Loading of the quantity and quality of the LNG loaded. Such notification shall include or be accompanied by all data and documents reasonably necessary to support the calculation of the quantity loaded and shall include:

(a) certificate(s) of quality; and

(b) CTMS reports.

B.6.2 Unloaded
The Buyer shall notify, or cause to be notified to, the Seller as soon as reasonably practicable after the Completion of Unloading of the quality of the LNG delivered. The Seller shall notify, or cause to be notified to, the Buyer as soon as reasonably practicable after Completion of Unloading of the Quantity Delivered. Such notifications shall include or be accompanied by all relevant data and documents reasonably necessary to support the calculation of the Quantity Delivered as follows:

(a) certificate(s) of quality;

(b) CTMS reports; and

(c) calculation sheets (from the Independent Surveyor).

i) The Seller shall calculate the Quantity Delivered or cause it to be calculated, using the results derived from the procedures specified in Section B.3 and Section B.4 and the method specified in Section B.5.

ii) All records of measurements carried out under this Agreement, and the computation results attained therefrom shall be preserved by the Party responsible for carrying out such measurements and held available to the other Party for a period of not less than three (3) years after such measurements and computations have been completed.
SCHEDULE C: LNG VESSEL SPECIFICATION

C.1 Q-FLEX VESSELS

Q-Flex Vessels

Length overall (LOA) 315 – 315.16 metres
Beam 50.00 metres
Summer DWT (approx.) 106000 – 122100 metric tonnes
Arrival draft (approx.) 12.40 metres
LNG Tank capacity 210,000 – 217,886 Cubic Metres

Discharge time

The LNG Vessel shall be capable of discharging a full cargo of LNG within sixteen decimal point seventy-five (16.75) hours, provided such rate does not exceed the maximum safe design unloading rate of the nominated terminal and that cargo is discharged through a minimum of three (3) liquid arms, with back pressure at ships rail after strainers (60 mesh) not exceeding 400kPa gauge and provided that the Receiving Terminal is capable of providing adequate return vapour to allow the LNG Vessel to discharge at a maximum rate consistent with the maximum safe design unloading rate of the nominated terminal. Time for connecting and disconnecting, cooling down of the loading arms and the LNG Vessel’s lines, custody transfer, testing of the emergency shutdown system, starting/ramp-up of main cargo pumps, ramp-down and stripping, if heeling out, shall not be included in the computation of this discharge time.

C.2 CONVENTIONAL LNG VESSELS

Conventional LNG Vessels shall have a LNG Tank capacity which is less than the LNG Tank capacity of the Q-Flex Vessels.

C.3 GENERAL SPECIFICATION

The Integrated Fleet

1. The Seller shall maintain and make available for service under this Agreement, or cause to be maintained or made available for service under this Agreement, an Integrated Fleet of sufficient capacity to meet the requirement of delivering the AACQ to the Buyer in accordance with the provisions of this Agreement.

2. The Integrated Fleet may consist of any LNG Vessel which is compatible with the relevant Receiving Terminal and the Unloading Port and which conforms to the specifications and other terms set out in this Agreement.
3. Any LNG Vessel may be added to the Integrated Fleet from time to time subject to it being compatible with the relevant Receiving Terminal and the Unloading Port and conforming to the specifications and other terms set out in this Agreement.

4. Any LNG Vessel may be removed from the Integrated Fleet from time to time subject to the Seller always being capable of delivering the AACQ to the Buyer, and of delivery it in accordance with any current Annual Delivery Programme, with the remaining LNG Vessels in the Integrated Fleet.

Standards and Class

5. Each LNG Vessel shall have been constructed to all applicable International Standards (including the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk).

6. Each LNG Vessel shall at all times be maintained in class with any of the American Bureau of Shipping, Lloyds Register of Shipping or Det Norske Veritas or any other classification society that is mutually agreeable to the Parties.

General

7. Each LNG Vessel shall:

(i) be designed, equipped and manned so as to be able to safely and reliably (without exceeding prudent operating conditions) unload a cargo of LNG within approximately sixteen decimal point seventy-five (16.75) hours for a Q-Flex Vessel at a maximum back pressure of 400kPa gauge, adjusted for all other LNG Vessels in the Integrated Fleet to account for their individual design specifications;

(ii) be safely manned, operated, repaired and maintained in a good working order and condition to the standards of a competent and reputable operator as indicated by a self-assessment carried out in the previous two years by the vessel's managers in accordance with the Tanker Management and Self Assessment guide published by OCIMF and independently verified. The operators, officers and crew shall be suitably qualified and trained in operations of LNG vessels, and all officers and crew who are or may be involved in the berthing, unberthing and cargo handling operations shall be able to communicate in the English language;

(iii) be constructed and at all times operated and maintained in accordance with applicable laws, treaties, conventions, rules and regulations of the country of vessel registry and any country through which the LNG Vessel will transit, and those applicable at the relevant Unloading Port and Receiving Terminal, including those for the protection of the environment or which relate to seaworthiness, pollution, design, safety, navigation, operation and similar technical and operational matters;

(iv) have and maintain specifications and characteristics conforming to International Standards for LNG vessels;

(v) be maintained and operated in accordance with International Standards in such manner as shall be required for the purpose of the performance by Seller of its obligations hereunder;
be insured with reputable insurance underwriters to a level and extent not less than would generally be taken out by a Reasonable and Prudent Operator on LNG vessels of her type, including hull and machinery, protection and indemnity, pollution and such other coverage as is customary and usual in the LNG shipping industry;

(vii) have obtained and be in compliance with all governmental authorisations required for it to enter and travel in the territorial waters of any country through which it may transit and the country in which the Receiving Facilities are situated, to berth and unload its cargoes, and to depart from the Receiving Facilities and Unloading Port, and to leave such territorial waters;

(viii) have (i) a current OCIMF Ship Inspection Report (SIRE) less than six (6) months old issued in respect of it and containing no significant deficiencies, (ii) a port state control record containing no report of significant deficiencies which have not been closed out with the relevant Competent Authority, and (iii) a casualty record containing no report of any significant incidents which has not been fully investigated and acted upon; and

(ix) not be required to force ice, to follow icebreakers or to be ice classed.
SCHEDULE D: FORM OF STANDBY LETTER OF CREDIT

To: Qatar Liquefied Gas Company Limited (2) (the “Beneficiary”)
P.O. Box 22666, Doha, Qatar

Gentlemen:

We hereby open in your favour our irrevocable Standby Letter of Credit (the “SBLC”) No. [ ] in the maximum amount of US$ [ ] (the “Maximum Amount of the SBLC”), by order and for account of Pakistan State Oil Company Limited (the “Buyer”).

This SBLC relates to the Sale and Purchase Agreement for Liquefied Natural Gas between the Buyer and the Seller dated [ ] as may be amended, modified or supplemented, from time to time (the “Agreement”). Capitalised terms, not otherwise defined herein shall have the same meaning as given to them in the Agreement.

Funds under this SBLC shall be available to you upon presentation of your written demand in the form attached to this SBLC (a “Demand for Payment”). The Beneficiary is not required to prove any reasons or justifications in respect of the Demand for Payment or provide any other further documentation to us other than stating that the Buyer has not paid the invoices when due under the Agreement.

We hereby unconditionally and irrevocably undertake to pay the Beneficiary within three (3) days of receipt of a Demand for Payment, the full amount which is demanded for payment, without delay or contestation.

A Demand for Payment will be duly honoured by us if presented not later than [date] (the expiry date) at the Confirming Bank’s counters [bank’s name] during banking hours.

Notwithstanding any provision of the Agreement or other provision of this SBLC, this SBLC shall be valid for a period of one year from its date of issuance to expire on [expiry date] (the “Expiry Date”). The Seller may request from us an extension of this SBLC thirty (30) days prior to the expiry of this SBLC for a further period of one (1) year. If the extension is not granted the Beneficiary may demand the full amount due by the Buyer to the Beneficiary prior to the Expiry Date, up to the Maximum Amount of the SBLC.

Multiple presentations and drawings (in whole or in part) may be made under this SBLC up to the Maximum Amount of the SBLC.

All banking commissions and charges including issuing, advising and confirming are for the Buyers’ account.

This SBLC is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) of the International Chamber of Commerce Publication No.600 and shall be governed by and construed in accordance with English law.

Any dispute arising out of, relating to, or in connection with this SBLC including any question regarding its existence, validity, or termination shall be settled by arbitration in accordance with the
United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules with the
seat of arbitration being London. The arbitrators shall apply English law in the resolution of the
dispute.

Yours faithfully

For and on behalf of [SBLC issuing bank]
DEMAND FOR PAYMENT

To: [Confirming Bank]                      [Date]

Dear Sirs,

Re: Standby Letter of Credit issued in respect of Qatar Liquefied Gas Company Limited (2) dated [xxxx] (the SBLC)

We refer to the Standby Letter of Credit No [ ] . Terms defined in the SBLC have the same meaning when used in this Demand for Payment.

We hereby demand payment of the sum of [ ] in accordance with the terms of the SBLC. We certify that the amount of this drawing under the Standby Letter of Credit No [/] represents funds due to us as per the Agreement as the Buyer has failed to make timely payment.

Yours faithfully

For and on behalf of Beneficiary

[Signature]