

**MASTER LNG
SALE AND PURCHASE AGREEMENT**

BETWEEN

Trafigura Pte Ltd

AND

[Insert name of Party]

Dated

[Insert date]

Version 2.3

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MASTER LNG SALE AND PURCHASE AGREEMENT

This Master LNG Sale and Purchase Agreement including the Schedules hereto ("**Master Agreement**") is entered into on the [] day of [] 20[] between:

- (1) **Trafigura Pte Ltd**, a company incorporated under the laws of Singapore whose registered office is at 10 Collyer Quay #29-01/05, Ocean Financial Centre, Singapore 049315 ("**Party A**"); and
- (2) [], a company incorporated under the laws of [], with its registered address at [] ("**Party B**"),

each a "**Party**" and collectively the "**Parties**".

RECITALS:

- A** The Parties may, from time to time, wish to sell to and purchase from one another quantities of LNG during the term of this Master Agreement.
- B** The Parties may therefore, from time to time, enter into separate transactions for the sale or purchase of LNG by agreeing a Confirmation Notice that incorporates by reference the general terms and conditions under which such sale and purchase shall take place as recorded in this Master Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 Unless otherwise provided in a Confirmation Notice agreed pursuant to this Master Agreement, capitalized terms used in the Master Agreement shall have the meanings set forth in Schedule A hereof.
- 1.2 In this Master Agreement (and in any Confirmation Notice), unless the context requires otherwise:
 - 1.2.1 References to this Master Agreement shall include its Schedules. References to "**Clauses**" shall be interpreted as references to clauses in this Master Agreement (excluding its Schedules). References to "**Paragraphs**" shall be interpreted as references to paragraphs in a Schedule. Rights and obligations of the Parties set out in the Schedules to this Master Agreement shall have the same effect as if they were set out in the main body of this Master Agreement.
 - 1.2.2 References in the singular shall include references in the plural and vice versa. Words denoting gender shall include any other gender and words denoting natural persons shall include any other Persons.
 - 1.2.3 The headings are inserted for convenience only and shall be ignored in construing this Master Agreement.
 - 1.2.4 The English language shall govern the interpretation of this Master Agreement. All notices to be given by any Party and all other communications and documentation which are in any way relevant to this Master Agreement (including the performance, dispute resolution proceedings or termination of any Confirmation Notice) shall be in English.
 - 1.2.5 The words "**include**" and "**including**" are to be construed without limitation.
 - 1.2.6 A reference to a "**law**" includes common or customary law and any constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty, or other legislative measure, in each case of any jurisdiction whatsoever (and "**lawful**" and "**unlawful**" shall be construed accordingly).

- 1.2.7 All references to a particular entity shall include such entity's successor and permitted assigns.
- 1.2.8 Save as otherwise expressly provided in this Master Agreement, reference to any statute shall include reference to any modification of it or any statutory provision substituted for it or any regulation, rule, by-law, order in council or proclamation made thereunder or pursuant to it.
- 1.2.9 All transactions for the sale and purchase of LNG are entered into by the Parties in reliance on the fact that the Confirmation Notice and the Master Agreement together form part of a single agreement between the Parties.

2. THE AGREEMENT

- 2.1 This Master Agreement contains the terms and conditions applicable to the sale and purchase of LNG but does not specify the quantities of the LNG to be delivered and purchased pursuant to such sale and purchase. There shall be no binding commitment to sell and purchase LNG unless a Confirmation Notice has been agreed by both Parties containing the information stipulated in and substantially in the form set out in Schedule B. The date on which both Parties have agreed the Confirmation Notice is the "**Confirmation Date**". The Confirmation Notice shall be binding upon agreement, even if not signed by the Parties, on the Confirmation Date, and in such a case the Parties shall exercise reasonable endeavours to sign a copy of the Confirmation Notice promptly thereafter.
- 2.2 In the event of any inconsistency between the provisions of this Master Agreement and the terms contained in a Confirmation Notice, the Confirmation Notice shall prevail to the extent of such inconsistency.

3. TERM

- 3.1 This Master Agreement shall be in full force and effect from the date first above written and shall remain in effect unless terminated by either Party in accordance with Clause 3.2.
- 3.2 Either Party may terminate this Master Agreement by giving the other Party thirty (30) days' prior written notice; provided, however, that such termination shall have no impact on any Confirmation Notice that has been agreed by the Parties and is not fully performed.

4. QUANTITY AND DELIVERY SCHEDULE

4.1 Quantity

- 4.1.1 Seller agrees to sell and deliver to Buyer at the Delivery Point, and Buyer agrees to purchase, take and pay for or pay for if not taken (as provided for in Clause 6.2) the quantity of LNG specified in the applicable Confirmation Notice on the terms and conditions contained in the relevant Confirmation Notice.

4.2 Delivery Schedule

- 4.2.1 For FOB deliveries, Buyer is obliged to tender a valid NOR within the Arrival Window. For DAP deliveries, Seller is obliged to tender a valid NOR within the Arrival Window. The Arrival Window for each LNG Cargo shall be that specified in the Confirmation Notice.

5. QUALITY

5.1 Specifications

- 5.1.1 Seller shall cause all LNG delivered to Buyer at the Delivery Point under a Confirmation Notice, when converted into a gaseous state, to comply with the quality specifications as set out in the Confirmation Notice (the "**Specifications**").

5.2 Off-Specification LNG – With Notice

5.2.1 If Seller becomes aware that the LNG to be delivered to Buyer does not comply with or is likely not to comply with the Specifications (the “**Off-Specification LNG**”), Seller shall notify Buyer in writing (an “**Off-Specification LNG Notice**”) as soon as reasonably practicable (including details of the extent of or likelihood of such failure to meet the Specifications) and Buyer shall use reasonable endeavours, including coordinating with the operator of Buyer’s Facilities, to accept Off-Specification LNG. If Buyer determines in good faith that it cannot reasonably receive the Off-Specification LNG (i) for DAP deliveries, at Buyer’s Facilities or (ii) for FOB deliveries on the LNG Ship and/or the Buyer’s Facilities, Buyer may reject the Off-Specification LNG by giving Seller a notice of rejection in writing within forty-eight (48) hours of Buyer’s receipt of the Off-Specification LNG Notice (without prejudice to Seller’s right to deliver alternative LNG that complies with the Specifications). If Buyer does not give Seller a written notice of rejection within 48 hours, Buyer will be deemed to have accepted the Off-Specification LNG.

5.2.2 If Off-Specification LNG is accepted by Buyer in accordance with Clause 5.2.1, Seller shall reimburse Buyer for any reasonable, actual, documented and direct losses and costs incurred by Buyer (whether to pay Third Parties or otherwise) in treating or disposing of Off-Specification LNG received at Buyer’s Facilities by reason of its failure to comply with the Specifications, in an amount not exceeding twenty-five percent (25%) of the amount payable by Buyer for the LNG Cargo delivered, had that LNG Cargo complied with the Specifications.

5.3 Off-Specification LNG – Without Notice

5.3.1 If Off-Specification LNG is delivered to Buyer (which for the purposes of this Clause 5.3.1 shall mean LNG which actually fails to comply with the Specifications) without Buyer being made aware by Seller of the fact, or adversely deviates from the quality stated in the Off-Specification LNG Notice, then Seller shall reimburse Buyer for any reasonable, actual, documented and direct losses and costs incurred by Buyer in consequence of the delivery of Off-Specification LNG, in an aggregate amount not exceeding one hundred percent (100%) of the amount payable by Buyer for the LNG Cargo delivered had that LNG Cargo met the Specifications, whether Buyer is able or unable, using reasonable endeavours, to correct the specifications of the Off-Specification LNG to comply with the Specifications or to make the LNG delivered marketable.

5.4 Exclusive Remedy for Delivery of Off-Specification LNG

5.4.1 Where Buyer takes delivery of quantities of LNG which fail to comply with the Specifications, whether with notice or without notice, any payments under Clauses 5.2.2 and 5.3.1 shall be Buyer’s sole and exclusive remedy (in tort (including negligence), contract and otherwise at law) against Seller or Seller’s Transporter for Seller’s failure to comply with its obligations pursuant to Clause 5.1. However, the percentage limits specified in Clauses 5.2.2 and 5.3.1 shall not apply where Off-Specification LNG arises from the Wilful Misconduct of Seller.

5.4.2 Seller makes no representation or warranty as to the quality of the LNG delivered to Buyer other than as to the Specifications provided in the Confirmation Notice. All guarantees, undertakings, representations, conditions, warranties or other terms, express or implied (whether by statute, common law or otherwise), including without limitation those relating to the quality, merchantability, fitness or suitability of the LNG for any particular purpose or otherwise, are excluded to the fullest extent permissible by law.

6. FAILURE TO DELIVER AND/OR TAKE

6.1 Rescheduling Delivery

6.1.1 As soon as a Party knows or anticipates that it will not be able to receive or deliver (as applicable) the LNG Cargo pursuant to the terms of a Confirmation Notice then the Parties shall use their reasonable endeavours to reschedule delivery of the LNG Cargo on such revised date and at such revised time as

may be agreed between the Parties. If agreement is reached between the Parties, the Arrival Window in the Confirmation Notice shall be amended in writing to reflect the Parties' agreement.

6.2 Buyer's Failure to Take

6.2.1 The Buyer must load or take delivery of the LNG Cargo by the expiry of the Allowed Laytime. A "**Failure to Take**" shall be either as set out in Clause 6.2.1.1 or Clause 6.2.1.2 below. However, for DAP deliveries there shall be no Failure to Take if the Seller does not tender a valid NOR by expiry of the Arrival Window.

6.2.1.1 If Buyer is unable or fails to load or receive, as the case may be, all or part of the LNG Cargo by the expiry of the Allowed Laytime for any reason other than:

- (i) an event of Force Majeure; or
- (ii) reasons attributable to Seller (which for DAP deliveries includes the LNG Ship or the Transporter or the LNG Ship's master and crew); or
- (iii) Adverse Weather.

For the purposes of Clause 6.2, the Allowed Laytime shall be extended for the duration of any of (i) – (iii) above.

6.2.1.2 For FOB deliveries, if Buyer fails to tender a valid NOR within the Arrival Window.

6.2.2 In the event of a Failure to Take there shall be a further forty-eight (48) hour period to commence immediately following the end of the expiry of the Allowed Laytime, during which the Parties shall use reasonable endeavours to reschedule the LNG Cargo (subject to Buyer reimbursing any reasonable, actual, documented, direct costs incurred by Seller as a result of such rescheduling).

6.2.3 If, after using reasonable endeavours, the Parties are unable to reschedule the LNG Cargo during such forty-eight (48) hour period, the efforts of Seller to tender such LNG shall be considered a "**Deemed Delivery**" and the LNG not taken (being all or part of the Deemed Cargo Quantity) shall be considered a deficiency quantity (a "**Deficiency Quantity**") and Buyer shall pay to Seller any sum due calculated in accordance with Clause 6.2.4 below and invoiced pursuant to Clauses 11.1.2 or 11.2.5 (as applicable). The Deficiency Quantity shall be calculated without regard to the Cargo Tolerance.

6.2.4 Following any Deemed Delivery Seller shall use reasonable endeavours to sell the Deficiency Quantity and mitigate any losses. Seller shall use reasonable endeavours to maximise the price for any such sale. Buyer shall pay to Seller the positive difference of the following:

(Deficiency Quantity x Contract Price) – Total Mitigation Amount

The "**Total Mitigation Amount**" is comprised of (a) the Resale Price multiplied by the Deficiency Quantity sold by Seller less (b) Seller's direct costs incurred including any additional transportation and logistics costs, demurrage and reasonable legal fees incurred by Seller arising from Buyer's Failure to Take.

If after performing the above calculation there is a negative difference, Seller shall be entitled to retain such amount.

6.2.5 The maximum amount recoverable by Seller from Buyer for a Failure to Take shall not exceed an amount equal to one hundred percent (100%) of the Contract Price multiplied by the Deficiency Quantity.

6.2.6 Any claim submitted by Seller in relation to a Failure to Take shall be accompanied with reasonable supporting documentation.

6.3 **Seller's Failure to Deliver**

6.3.1 The Seller must load or deliver the LNG Cargo by the expiry of the Allowed Laytime. A **"Failure to Deliver"** shall be either as set out in Clause 6.3.1.1 or Clause 6.3.1.2 below. However, for FOB deliveries there shall be no Failure to Deliver if the Buyer does not tender a valid NOR by expiry of the Arrival Window.

6.3.1.1 If Seller is unable to or fails to deliver all or part of the LNG Cargo by the expiry of the Allowed Laytime for any reason other than:

- (i) an event of Force Majeure; or
- (ii) reasons attributable to Buyer (which for FOB deliveries includes the LNG Ship or the Transporter or the LNG Ship's master and crew); or
- (iii) Adverse Weather.

For the purposes of Clause 6.3, the Allowed Laytime shall be extended for the duration of any of (i) – (iii) above.

6.3.1.2 For DAP deliveries, if Seller fails to tender a valid NOR within the Arrival Window.

6.3.2 In the event of a Failure to Deliver there shall be a further forty-eight (48) hour period to commence immediately following the end of the expiry of the Allowed Laytime, during which the Parties shall use reasonable endeavours to reschedule the LNG Cargo (subject to Seller reimbursing any reasonable, actual, documented, direct costs incurred by Buyer as a result of such rescheduling).

6.3.3 If, after using reasonable endeavours, the Parties are unable to reschedule the LNG Cargo during such forty-eight (48) hour period, this shall be treated as a **"Deemed Failure to Deliver"** and the LNG not delivered (being all or part of the Deemed Cargo Quantity) shall be considered a deficiency quantity (a **"Deficiency Quantity"**), and Seller shall pay to Buyer any sum due calculated in accordance with Clause 6.3.4 below and invoiced pursuant to Clauses 11.1.3 or 11.2.6 (as applicable). The Deficiency Quantity shall be calculated without regard to the Cargo Tolerance.

6.3.4 Following any Deemed Failure to Deliver, Buyer shall use reasonable endeavours to procure replacement Natural Gas or LNG to the extent of the Deficiency Quantity and mitigate any losses. Seller shall pay to Buyer the sums calculated in accordance with both Clauses 6.3.4.1 and 6.3.4.2:

6.3.4.1 Where Buyer procured replacement Natural Gas or LNG, the positive difference of the following:

Total Mitigation Amount - (Deficiency Quantity x Contract Price)

The **"Total Mitigation Amount"** is comprised of (a) the purchase price of the replacement Natural Gas or LNG in a quantity up to Seller's Deficiency Quantity (always acting commercially reasonably under the circumstances) and (b) Buyer's direct costs incurred including any additional transportation and logistics costs, demurrage and reasonable legal fees incurred by Buyer arising from Seller's Failure to Deliver.

If after performing the calculation in this Clause 6.3.4.1 there is a negative difference, Buyer shall not be obliged to remit such difference but it shall be automatically applied to offset any sums that may be due by Seller to Buyer under Clause 6.3.4.2 below.

6.3.4.2 Where Buyer was unable to procure replacement Natural Gas or LNG for any or all of the Deficiency Quantity (or if Buyer considered it would be cheaper under the circumstances, always acting commercially reasonably, not to procure replacement Natural Gas or LNG for any or all of the Deficiency Quantity) an amount equal to Buyer's direct costs incurred, such

as charges, losses, damages, expenses, fees (including reasonable legal fees) and liabilities incurred that could not reasonably be avoided.

6.3.5 The maximum amount recoverable by Buyer for a Failure to Deliver shall not exceed an amount equal to one hundred percent (100%) of the Contract Price multiplied by the Deficiency Quantity.

6.3.6 Any claim submitted by Buyer in relation to a Failure to Deliver shall be accompanied with reasonable supporting documentation.

6.4 Exclusive Remedy for Failure to Take and Failure to Deliver

6.4.1 The remedies set out in Clause 6.2 and Clause 6.3 shall be the sole and exclusive remedies, whether in tort (including negligence), contract or otherwise at law available to Seller in the event of a Failure to Take, and to Buyer in the event of a Failure to Deliver.

7. LOADING PORT, FACILITIES AND TRANSPORTATION

7.1 Loading Port

7.1.1 Provided that the LNG Cargo complies with the Specifications, Seller may, with the written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), change the Loading Port. Where Seller has notified Buyer of its change of Loading Port, if Seller was aware of or was in possession of information of the act, event or circumstance or combination thereof that would otherwise lead to a Seller Force Majeure or Buyer Force Majeure (as applicable) in relation to that Loading Port, then Seller's notification of its change of Loading Port may be rejected by Buyer notwithstanding any previous acceptance. However, any such rejection by Buyer must be given promptly upon Buyer becoming aware of such information. If Buyer does exercise that right to reject the change of Loading Port, the applicable Loading Port shall be the Loading Port immediately previously notified by Seller to Buyer or as specified in the Confirmation Notice (whichever is the more recent).

7.2 Facilities

7.2.1 Buyer shall, at its sole expense, at all times throughout the period of supply of LNG, provide, maintain and operate or cause to be provided, maintained and operated, in good working order Buyer's Facilities, to fulfil its obligations under a Confirmation Notice. Seller shall, at its sole expense, at all times throughout the period of supply of LNG, provide, maintain and operate or cause to be provided, maintained and operated in good working order Seller's Facilities, to fulfil its obligations under a Confirmation Notice. The detailed specifications of (i) Seller's Facilities are provided in Schedule C and (ii) Buyer's Facilities are provided in Schedule D.

7.3 FOB and DAP deliveries

7.3.1 The provisions in Schedule C (in respect of an FOB delivery) and Schedule D (in respect of a DAP delivery) shall govern LNG Ships, shipping operations, loading and unloading, demurrage, and determination of delivered quantity and quality of LNG.

8. CONTRACT PRICE AND CREDIT SUPPORT

8.1 The price for LNG delivered pursuant to a Confirmation Notice shall be the price in USD per MMBtu set out in the applicable Confirmation Notice (the "**Contract Price**").

8.2 If specified in the Confirmation Notice, Buyer shall deliver Credit Support (of the type set out in the Confirmation Notice) to Seller no later than the date specified in the Confirmation Notice, but in any event, no later than five (5) Business Days prior to the commencement of the Arrival Window.

9. TRANSFER OF TITLE AND RISK

- 9.1 For an FOB delivery, LNG shall be delivered to Buyer into the relevant LNG Ship at the Loading Port. Delivery of LNG shall be deemed completed, and title to and risk of loss of such LNG shall pass from Seller to Buyer, as the LNG passes the Delivery Point.
- 9.2 For a DAP delivery, LNG shall be delivered to Buyer from the relevant LNG Ship at the Discharge Port. Delivery of LNG shall be deemed completed and title to and risk of loss of such LNG shall pass from Seller to Buyer, as the LNG passes the Delivery Point.
- 9.3 Seller represents and warrants to Buyer that, at the time title in the LNG Cargo passes to Buyer pursuant to Clause 9.1 or Clause 9.2 above (as applicable), Seller will have title to all such LNG and covenants that such LNG will be free from all liens, encumbrances, adverse claims and proprietary rights, and that no circumstances will then exist which could give rise to any such liens, encumbrances, adverse claims or proprietary rights other than those caused by acts or omissions of Buyer.
- 9.4 For an FOB delivery, title to and the risk of loss and any liabilities resulting from Natural Gas vapour returned from the LNG Ship during loading of LNG shall pass from Buyer to Seller as it passes the point at which the outlet flange of the vapour return line of the LNG Ship connects with the inlet flange of the vapour return line of Seller's Facilities.
- 9.5 For a DAP delivery, title to and the risk of loss and any liabilities resulting from Natural Gas vapour returned to the LNG Ship during unloading of LNG shall pass from Buyer to Seller as it passes the point at which the outlet flange of the vapour return line of Buyer's Facilities connects with the inlet flange of the vapour return line of the LNG Ship.

10. TAXES, DUTIES AND CHARGES

10.1 Seller's Tax Obligations

- 10.1.1 Seller shall pay, indemnify and hold harmless Buyer from and against all Taxes levied on the LNG sold under a Confirmation Notice, or in relation to its export, import, delivery, ownership, sale or use, which are imposed by the country of the Loading Port (or any political subdivision thereof or any other governmental authority in such country) prior to the passing of title to the LNG to the Buyer.
- 10.1.2 For DAP sales, in addition to Clause 10.1.1 above (i) Seller shall also be responsible for all Taxes levied or imposed by any transit country or authority on the LNG or the LNG Ship (including but not limited to all Suez canal and Panama canal fees) and (ii) Seller shall pay, indemnify and hold Buyer harmless from and against all tolls, port charges, duties and fees, and any charges levied on the LNG Ship at the Discharge Port.
- 10.1.3 Seller or any entity in the chain supplying Seller, shall be the exporter of record at the Loading Port and shall be responsible for complying with customs and excise procedures at the Loading Port. For the avoidance of doubt, all customs duties, excise duties and any other similar tariffs at the Loading Port are for Seller's account.
- 10.1.4 Seller shall not be the importer of record at the Discharge Port. However, Seller shall provide the documentation requested by Buyer which is necessary to comply with the customs and excise entry procedures at the Discharge Port. If the documents requested by Buyer are not customarily issued in relation to the sale and purchase and transportation of LNG and/or the LNG Ship, Seller shall exercise reasonable endeavours to obtain such documents.
- 10.1.5 Seller shall not be responsible for any Taxes incurred by Buyer solely due to the Wilful Misconduct of Buyer or the operator of Buyer's Facilities.
- 10.1.6 No indemnity or reimbursement under this Clause 10.1 shall apply to any Income Taxes incurred by the Buyer.

10.2 Buyer's Tax Obligations

- 10.2.1 Buyer shall pay, indemnify and hold harmless Seller from and against all Taxes levied on the LNG sold under a Confirmation Notice, or in relation to its export, import, delivery, ownership, sale or use, which are imposed by the country of the Discharge Port (or any political subdivision thereof or any other governmental authority in such country) after the passing of title to the Buyer.
- 10.2.2 For FOB sales, in addition to Clause 10.2.1 above Buyer shall pay, indemnify and hold Seller harmless from and against all tolls, port charges, duties and fees, and any charges levied on the LNG Ship at the Loading Port.
- 10.2.3 Buyer or any entity in the chain purchasing from Buyer, shall be the importer of record at the Discharge Port and shall be responsible for complying with customs and excise procedures at the Discharge Port. For the avoidance of doubt, all customs duties, excise duties and any other similar tariffs at the Discharge Port are for Buyer's account.
- 10.2.4 Buyer shall not be the exporter of record at the Loading Port. However, Buyer shall provide the documentation requested by Seller which is necessary to comply with the customs and excise procedures at the Loading Port. If the documents requested by Seller are not customarily issued in relation to the sale and purchase and transportation of LNG and/or the LNG Ship, Buyer shall exercise reasonable endeavours to obtain such documents.
- 10.2.5 Buyer shall not be responsible for any Taxes incurred by Seller solely due to the Wilful Misconduct of Seller or the operator of Seller's Facilities.
- 10.2.6 No indemnity or reimbursement under this Clause 10.2 shall apply to any Income Taxes incurred by the Seller.

10.3 Tax Refunds

- 10.3.1 Where a payment has been made under this Clause 10 and the recipient of such payment receives or is entitled to receive a refund in respect of Taxes which gave rise to the right to that payment (whether by way of actual receipt, credit, set-off or otherwise), the recipient shall repay, or cause to be repaid, to the other Party a part of that payment equal to the amount of the refund effectively received or enjoyed, less any reasonable costs incurred in obtaining the refund, and less any Taxes levied or leviable in respect of that refund; and, if such funds are held by the recipient, such repayment shall bear interest at the Interest Rate from the date the refund was received until the date the other Party is repaid.

10.4 Procedure for Payment of Taxes

- 10.4.1 Where either Buyer or Seller becomes aware of a potential or actual liability to make any payment of Taxes which might give rise to a claim under this Clause 10, it shall give notice of the circumstances to the other Party as soon as reasonably practicable, in order to allow both Parties a reasonable opportunity to seek to minimise their liability for such Taxes, acting always in compliance with the laws of the relevant country. Each Party shall give the other Party such assistance as is reasonable in the circumstances in this regard, and Buyer or Seller (as appropriate) shall not make any payment of such Taxes until the date on which such Taxes are due and payable in accordance with the relevant tax regulations unless an early payment could result in a reduction of the liability for such Taxes. To allow the Parties to make payments to each other without neglecting compliance with any Taxes levied, if requested by one Party, the Parties will diligently complete, execute and arrange for any required certification and/or document in a manner reasonably satisfactory to the other Party, and will deliver to the other Party and/or to any government or taxing authority as the other Party reasonably directs, copies of any such documentation.

11. INVOICING AND PAYMENT

11.1 Documentation and Invoices - FOB Delivery

- 11.1.1 After completion of loading (or partial loading) of each LNG Cargo, Seller or its representative shall promptly furnish to Buyer a certificate of quantity loaded, prepared in accordance with Schedule C, and such other documents Buyer reasonably requires for the purpose of Discharge Port customs and excise clearance. Seller shall, in accordance with the provisions of Schedule C, within forty-eight (48) hours after completion of loading, complete a laboratory analysis to determine the quality and Btu content of the LNG loaded. Following completion of such laboratory analysis, Seller shall send to Buyer a quality certificate and an invoice showing:
- 11.1.1.1 the MMBtu content of the LNG loaded, calculated in accordance with the provisions of Schedule C, together with any relevant documents showing the basis for such calculation;
 - 11.1.1.2 the Contract Price in respect of such LNG; and
 - 11.1.1.3 the sum due from Buyer in respect of the LNG Cargo, which will be calculated by multiplying the relevant MMBtu content by the Contract Price.
- 11.1.2 After a Deemed Delivery arises pursuant to Clause 6.2.3, Seller shall promptly send to Buyer an invoice for any sum due calculated pursuant to Clause 6.2.4 together with reasonable supporting documentation.
- 11.1.3 After a Deemed Failure to Deliver arises pursuant to Clause 6.3.3, Buyer shall promptly send to Seller an invoice for any sum due calculated pursuant to Clause 6.3.4 together with reasonable supporting documentation
- 11.2 Documentation and Invoices - DAP Delivery**
- 11.2.1 Seller shall send to Buyer information about the expected quality of the LNG promptly after completion of loading of such LNG, and Seller shall, promptly after Seller has access to the information, send the quantity and quality certificate with respect to the loaded LNG in order for Buyer to inform the operator of Buyer's Facilities.
- 11.2.2 Prior to the commencement of unloading at the Discharge Port, Seller or its representative shall send to Buyer such documentation as Buyer reasonably requires for the purpose of Discharge Port customs and excise clearance. Promptly after completion of unloading of the LNG Cargo, Seller or its representative shall furnish to Buyer a certificate of volume unloaded, prepared in accordance with Schedule D. Buyer shall, in accordance with the provisions of Schedule D, within forty-eight (48) hours of completion of unloading, complete a laboratory analysis to determine the quality and Btu content of the LNG unloaded. Following completion of such laboratory analysis, Buyer shall send to Seller a copy of the results of such laboratory analysis.
- 11.2.3 After completion of unloading (or partial unloading) and upon receiving such results, Seller shall promptly send to Buyer an invoice showing:
- 11.2.3.1 the MMBtu content of the LNG unloaded, calculated in accordance with the provisions of Schedule D, together with any relevant documents showing the basis for such calculation;
 - 11.2.3.2 the Contract Price in respect of such LNG; and
 - 11.2.3.3 the sum due from Buyer in respect of the LNG Cargo, which will be calculated by multiplying the relevant MMBtu content by the Contract Price.
- 11.2.4 If the laboratory analysis has not been completed and sent to Seller within forty-eight (48) hours of the completion of unloading of the LNG Cargo, Seller may furnish to Buyer a provisional invoice based upon the typical Btu content and typical molar composition analysis of LNG then being delivered by Seller from the Loading Port to Third Party buyers, and such provisional invoice shall be payable on the due date specified in Clause 11.4.1. Such payment shall be subject to a later adjustment invoice when the relevant laboratory analysis has been completed.

11.2.5 After a Deemed Delivery arises pursuant to Clause 6.2.3, Seller shall promptly send to Buyer an invoice for any sum due calculated pursuant to Clause 6.2.4 together with reasonable supporting documentation.

11.2.6 After a Deemed Failure to Deliver arises pursuant to Clause 6.3.3, Buyer shall promptly send to Seller an invoice for any sum due calculated pursuant to Clause 6.3.4 together with reasonable supporting documentation.

11.3 Other Invoices

11.3.1 Except as provided in Clauses 11.1 and 11.2, in the event that any sums of money are due from one Party to the other Party under a Confirmation Notice, then the Party to whom such sums of money are owed shall send to the other Party an invoice together with relevant supporting documents showing the basis for the calculation of such sums.

11.4 Invoice Due Dates

11.4.1 The date on which payment of each invoice is due (the “**Invoice Due Date**”) shall be:

11.4.1.1 five (5) Business Days for any invoice issued under Clause 11, save that this shall be increased to ten (10) Business Days for any invoices issued pursuant to Clause 11.3;

11.4.1.2 or as otherwise stated in a Confirmation Notice; and

11.4.1.3 on each occasion, the Business Days (or calendar days if stated in the Confirmation Notice) shall start counting from the date of receipt of the invoice.

11.4.2 The date on which an invoice and any supporting documentation shall be deemed received shall be calculated in accordance with Clause 21.1.

11.4.3 Without prejudice to any of the Parties' other remedies under or in connection with this Master Agreement and/or in the Confirmation Notice and/or at law if the full amount of the invoice payable by a Party (the “**Paying Party**”) is not paid in full on Invoice Due Date to the nominated bank account of the other party (the “**Receiving Party**”), the Paying Party shall pay interest on all sums due from the Invoice Due Date, at the Interest Rate, until the full amount outstanding is received in the Receiving Party's bank account. Interest (if unpaid) on an overdue amount will be compounded with that overdue amount at the end of each of its terms but will remain immediately due and payable, at the Interest Rate. The Paying Party shall pay any interest accruing pursuant to this clause without any discount or deduction for any reason whatsoever, within five (5) calendar days after the issuance date of the related invoice. Interest shall continue to accrue until payment notwithstanding the termination of the Master Agreement or Confirmation Notice for any cause whatsoever. The amount of interest payable to the Receiving Party shall be grossed-up for withholding tax, if any, such that the net amount received by the Receiving Party after deduction of any such tax shall be equal to the full amount of interest due. The provision of this clause shall not be construed as an indication of any willingness on the part of the Receiving Party to provide extended credit as a matter of course, and shall be without prejudice to any rights and remedies which the Receiving Party may have under this Master Agreement or otherwise. Any expenses incurred by the Receiving Party, including but not limited to reasonable legal fees, court costs and collection agency fees, caused by delayed or non-payment by the Paying Party of the amount(s) due shall be for the account of the Paying Party and payable upon demand with supporting documentation.

11.5 Payment

11.5.1 Each Party shall pay or cause to be paid on or before the Invoice Due Date, all amounts that become due and payable by such Party to the other Party pursuant to an invoice issued under a Confirmation Notice. Such payments shall be made in USD, or other agreed currency, and shall be made by wire transfer in immediately available funds for good value in the United States or other country, as

applicable, to such account or accounts with such bank and in such location designated by Seller in the Confirmation Notice or separately designated by Buyer.

11.5.2 Each payment of any amount owing hereunder shall be for the full amount due, without reduction, withholding or offset for any reason (including, without limitation, any exchange charges, bank transfer charges, any other fees, or Taxes, other than any Taxes for which the receiving Party is liable in accordance with Clause 10).

11.5.3 In relation to any payment:

11.5.3.1 due from Buyer to Seller pursuant to a Confirmation Notice, if Buyer is required by law to make any reduction or withholding (except in respect of any Taxes for which Seller is liable in accordance with Clause 10), Buyer shall pay to Seller such amount as will result in Seller receiving the full invoiced amount after such reduction or withholding, and promptly pay to the relevant authorities the amount deducted or withheld and provide to Seller a receipt or other evidence of payment; or

11.5.3.2 due from Seller to Buyer pursuant to a Confirmation Notice, if Seller is required by law to make any reduction or withholding (except in respect of any Taxes for which Buyer is liable in accordance with Clause 10), Seller shall pay to Buyer such amount as will result in Buyer receiving the full invoiced amount after such reduction or withholding, and promptly pay to the relevant authorities the amount deducted or withheld and provide to Buyer a receipt or other evidence of payment.

11.6 **Disputed Invoices**

11.6.1 If a Party disagrees in good faith with any invoice issued pursuant to a Confirmation Notice, it shall pay the full value of the invoice and shall immediately notify the other Party of the dispute and reasons for such disagreement. An invoice may only 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 ninety (90) calendar days after receipt of both the invoice and the supporting documentation (as may reasonably be required), except in the case of manifest error in computation. If no such notice is served, such invoice shall be accepted as complete, correct and final by both Parties. No later than five (5) Business Days after resolution of any dispute as to an invoice, the amount of any overpayment or underpayment shall be paid by Seller or Buyer (as the case may be) to the other Party, together with interest thereon at the Interest Rate from the Invoice Due Date to the date of payment.

11.7 **Late Payment and Suspension of Deliveries**

11.7.1 If Buyer does not make payment of all amounts due under an invoice issued pursuant to a Confirmation Notice (save insofar as Seller has agreed that any amounts are not due) on or before the Invoice Due Date, Seller shall notify Buyer in writing of such default, and stipulate a final date for payment (which shall be no earlier than two (2) Business Days from the date of sending such notice). If payment is not received by such date, Seller is entitled, in its absolute discretion to (i) call or draw on any form of Credit Support provided by Buyer pursuant to a Confirmation Notice, and (ii) if Seller's call on the Credit Support is unsuccessful, suspend delivery of subsequent deliveries (if any) of LNG to Buyer under any Confirmation Notice, until the amount of such invoice, together with interest thereon at the Interest Rate has been paid. Any such suspension shall not constitute a failure by Seller to make such quantities available for sale pursuant to the terms of a Confirmation Notice and Buyer shall have no rights in respect of such suspended deliveries while such amounts are outstanding but shall be obligated to make all payments which become due and payable pursuant to Clause 6.2 in relation to such suspended deliveries. In addition, during such period of non-payment, Buyer shall have no right to any sums that may otherwise have been due and payable by Seller to Buyer, and Seller may instead apply such sums against amounts owing from Buyer.

11.8 **Netting and Setoff**

- 11.8.1 Save as otherwise set out herein or otherwise expressly agreed, payments made by one Party to the other under a Confirmation Notice may not be subject to any set off or netting against amounts due from the other Party (whether under the same Confirmation Notice or otherwise).

12. FORCE MAJEURE

12.1 Seller Force Majeure

- 12.1.1 Seller shall not be liable for any failure to perform or delay in the performance of its obligations under a Confirmation Notice (including in relation to demurrage), other than the payment of money when due, if and to the extent that its performance is prevented, impeded or delayed by an act, event or circumstance or combination of acts, events or circumstances which are beyond the reasonable control of Seller, and the effects of which cannot be prevented or mitigated by the exercise of reasonable steps by Seller acting as a Reasonable and Prudent Operator ("**Seller Force Majeure**"). Provided that the foregoing requirements are satisfied, Seller Force Majeure shall include the following:

- 12.1.1.1 fire, flood, atmospheric disturbance, lightning, storm, typhoon, hurricane, tornado, earthquake, landslide, soil erosion, subsidence, washout, epidemic or other natural disaster or act of God;
- 12.1.1.2 war (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, acts of terrorism or threat thereof, piracy or civil disturbances;
- 12.1.1.3 in the case of a DAP delivery, with respect to the Discharge Port, (i) strike, lockout or other industrial disturbance, (ii) breakdown or unavailability of port facilities (including but not limited to channel, tugs or pilots), or (iii) acts of or unavailability of government or port authorities, or compliance with such acts or unavailability, that directly affect the ability of Seller (whether directly or through the Seller's Transporter) to perform its obligations hereunder;
- 12.1.1.4 loss or inoperability of or damage to Seller's Facilities;
- 12.1.1.5 in the case of a DAP delivery, with respect to the relevant LNG Ship, (i) strike, lockout or other industrial disturbance occurring aboard such LNG Ship or at a port or other facility at which such LNG Ship calls while in passage en route from Seller's Facilities (ii) loss of such LNG Ship, (iii) serious accidental damage thereto requiring removal of the LNG Ship from service, or (iv) mechanical breakdown or inoperability of such LNG Ship; or
- 12.1.1.6 acts of governments, or compliance with such acts that directly affect the ability of (i) in the case of a DAP delivery, Seller, Seller's supplier, Transporter or the operator of Seller's Facilities or (ii) in the case of an FOB delivery, Seller or Seller's supplier or the operator of Seller's Facilities, to perform such that Seller cannot fulfil its obligations under a Confirmation Notice, except to the extent that they constitute remedies or sanctions lawfully exercised by a Competent Authority as a result of a breach of any directive or any law in effect on the relevant Confirmation Date; and provided, for the avoidance of doubt, that failure of an LNG Ship to pass an inspection performed by the United States Coast Guard or other similar state or local entity shall not be considered a Seller Force Majeure event unless such failure is the result of circumstances beyond the reasonable control of Seller.

12.2 Buyer Force Majeure

- 12.2.1 Buyer shall not be liable for any failure to perform or delay in the performance of its obligations under a Confirmation Notice (including in relation to demurrage), other than the payment of money when due, if and to the extent that its performance is prevented, impeded or delayed by an act, event or circumstance or combination of acts, events or circumstances which are beyond the reasonable control of Buyer, and the effects of which cannot be prevented or mitigated by the exercise of reasonable steps

by Buyer acting as a Reasonable and Prudent Operator (“**Buyer Force Majeure**”). Provided that the foregoing requirements are satisfied, Buyer Force Majeure shall include the following:

- 12.2.1.1 fire, flood, atmospheric disturbance, lightning, storm, typhoon, hurricane, tornado, earthquake, landslide, soil erosion, subsidence, washout, epidemic or other natural disaster or act of God;
- 12.2.1.2 war (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, acts of terrorism or threat thereof, piracy or civil disturbances;
- 12.2.1.3 in the case of an FOB delivery, with respect to the Loading Port, (i) strike, lockout or other industrial disturbance, (ii) breakdown or unavailability of port facilities (including but not limited to channel, tugs or pilots), or (iii) acts of or unavailability of government or port authorities, or compliance with such acts or unavailability, that directly affect the ability of Buyer (whether directly or through the Buyer’s Transporter) to perform its obligations hereunder;
- 12.2.1.4 loss or inoperability of or damage to Buyer’s Facilities;
- 12.2.1.5 in the case of an FOB delivery, with respect to the relevant LNG Ship, (i) strike, lockout or other industrial disturbance occurring aboard such LNG Ship or at a port or other facility at which such LNG Ship calls while in passage en route to Seller’s Facilities, (ii) loss of such LNG Ship, (iii) serious accidental damage thereto requiring removal of the LNG Ship from service, or (iv) mechanical breakdown or inoperability of such LNG Ship; or
- 12.2.1.6 acts of governments, or compliance with such acts that directly affect the ability of (i) in the case of an FOB delivery, Buyer, Buyer’s Transporter or the operator of Buyer’s Facilities or (ii) in the case of a DAP delivery, Buyer or the operator of Buyer’s Facilities to perform such that Buyer cannot fulfil its respective obligations under a Confirmation Notice, except to the extent that they constitute remedies or sanctions lawfully exercised by a Competent Authority as a result of a breach of any directive or any law in effect on the relevant Confirmation Date; and provided, for the avoidance of doubt, that failure of an LNG Ship to pass an inspection performed by the United States Coast Guard or other similar state or local entity shall not be considered a Buyer Force Majeure event unless such failure is the result of circumstances beyond the reasonable control of Buyer.

12.3 **Related Parties**

12.3.1 For the purposes of Clauses 12.1 and 12.2, an event shall not be considered to be beyond the reasonable control of a Party unless:

- 12.3.1.1 in the case of Seller, it is beyond the reasonable control of Seller, the operator of Seller’s Facilities and, in the case of a DAP delivery, Seller’s Transporter, and any servant or agent of such Persons; or
- 12.3.1.2 in the case of Buyer, it is beyond the reasonable control of Buyer, the operator of Buyer’s Facilities and, in the case of an FOB delivery, Buyer’s Transporter, and any servant or agent of such Persons.

12.4 **Notification**

12.4.1 Promptly upon the occurrence of an event that a Party considers may subsequently lead it to claim Force Majeure relief under this Master Agreement or Confirmation Notice (the “**Affected Party**”), the Affected Party shall notify the other Party (the “**Non-Affected Party**”), describing the event and the obligations the performance of which have been or could be prevented, impeded or delayed thereby. The Affected Party shall notify the Non-Affected Party in writing of its claim as soon as reasonably practicable and shall set out in such notice:

- 12.4.1.1 the particulars of the event giving rise to the Force Majeure claim, in as much detail as is then reasonably available including the time at which the Force Majeure event arose; and
 - 12.4.1.2 the obligations which have been actually prevented, impeded or delayed and an estimate (acting in good faith) of the period during which the Affected Party believes the performance is likely to be prevented, impeded or delayed.
- 12.4.2 Such notices shall thereafter be supplemented and updated regularly by the Affected Party during the period of such Force Majeure, specifying actions being taken to remedy the circumstances causing the Force Majeure and the date on which the Force Majeure terminates.
- 12.4.3 The Parties shall exercise reasonable endeavours and diligence to resume normal performance of a Confirmation Notice after the occurrence of an event of Force Majeure. Prior to resumption of normal performance, the Parties shall continue to perform their obligations under a Confirmation Notice to the extent not prevented by an event of Force Majeure.

12.5 Termination for Force Majeure

- 12.5.1 If an event of Force Majeure occurs and continues such that it prevents, impedes or delays the Affected Party from performing its obligations under a Confirmation Notice for a period of thirty (30) consecutive days, then the Non-Affected Party shall be entitled to terminate the affected delivery(ies) under the relevant Confirmation Notice by giving written notice to the Affected Party and without incurring any liability to the Affected Party.

12.6 Exceptions to Force Majeure

- 12.6.1 Notwithstanding the foregoing provisions of this Clause 12, Seller Force Majeure shall not include any loss or failure of gas reservoirs in the area from which Natural Gas used to produce LNG to be sold under the Confirmation Notice is produced and the deliverability associated therewith due to natural depletion or the absence of economically recoverable gas (unless any of the foregoing is itself the result of a Seller Force Majeure event).

13. EVENTS OF DEFAULT

- 13.1 In relation to a Party (the “**Defaulting Party**”), each of the following shall constitute an event of default (“**Event of Default**”):
- 13.1.1 a Party does not pay on the Invoice Due Date or such other date on which any payments become due at the place at and in the currency in which it is expressed to be payable, any amount payable by it under a Confirmation Notice, and such failure to pay is not remedied within two (2) Business Days (or such later date as the Non-Defaulting Party may stipulate) after the Non-Defaulting Party has informed the Defaulting Party in writing of such non-payment;
 - 13.1.2 a Party is the subject of an Insolvency Event;
 - 13.1.3 any representation or warranty made by a Party under a Confirmation Notice is untrue when made in any material respect;
 - 13.1.4 a Credit Support Default occurs with respect to a Credit Support Provider and the Credit Support is not replaced by Buyer within three (3) Business Days of a written request from Seller for Buyer to procure and deliver replacement Credit Support reasonably acceptable to Seller;
 - 13.1.5 any step is taken by any Competent Authority with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or substantially all of the assets of a Party, provided that an Event of Default shall not occur where (i) such Party has provided the other Party with Credit Support or additional Credit Support (as the case may be) in an amount to be determined by the Party requesting, acting in a commercially reasonable manner, within seven days of its request, and (ii) such Party is

contesting such action in good faith by appropriate means, unless and until such time as there is a material risk of all or substantially all of such Party's assets being so seized, compulsorily acquired, expropriated or nationalised; and

- 13.1.6 a Party merges or becomes consolidated with any other entity or transfers, by any means, all or substantially all of its assets to another entity and the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of the Party immediately prior to such action as reasonably determined by the other Party.

13.2 Effect of an Event of Default

- 13.2.1 Without prejudice to the rights of the Parties pursuant to a Confirmation Notice, on and at any time after the occurrence of an Event of Default, with respect to the Defaulting Party, the other Party (the "**Non-Defaulting Party**") may, by giving written notice to the Defaulting Party:

13.2.1.1 suspend performance of its obligations under a Confirmation Notice and/or draw any amounts due on the Credit Support (if any) delivered by the Defaulting Party under a Confirmation Notice; and/or

13.2.1.2 terminate a Confirmation Notice.

- 13.2.2 Upon the occurrence of an Event of Default, the Non-Defaulting Party shall use reasonable endeavours to mitigate any loss, damage, cost or expense arising from the Event of Default.

- 13.2.3 Without prejudice to Clause 14 or its other rights under applicable law, the Non-Defaulting Party shall be entitled to claim for any losses, costs, damages or expenses it suffers or incurs as a result of the termination of a Confirmation Notice arising from an Event of Default.

13.3 Survival of Provisions

- 13.3.1 Any termination of this Master Agreement and/or any Confirmation Notice (including the termination of a Confirmation Notice under this Clause 13) shall be without prejudice to any rights, remedies, obligations or liabilities which may have accrued prior to termination, including any in respect of antecedent breaches.

- 13.3.2 All rights and remedies which may have accrued to the benefit of either Party (or any Buyer Indemnified Parties or Seller Indemnified Parties), and any of provisions of this Master Agreement and/or any Confirmation Notice necessary for the exercise of such accrued rights and remedies prior to the termination of this Master Agreement and/or any Confirmation Notice, shall survive such termination. Furthermore, the provisions of Clauses 1, 10, 14, 15, 16, 22 and the defined terms in Schedule A shall survive the termination of this Master Agreement and/or any Confirmation Notice.

14. LIABILITY

- 14.1 Without prejudice to Clauses 14.2 and 14.3, and save as otherwise provided in this Master Agreement and any Confirmation Notice, neither Party shall be liable to the other Party under this Master Agreement and any Confirmation Notice, or in tort (including negligence), misrepresentation, or by reason of breach of statutory duty or otherwise, as a result of any act or omission in the course of, or in connection with, the performance or non-performance of a Confirmation Notice, for or in respect of:

14.1.1 any actual or anticipated loss of profit, income, use, contract, production, revenue, goodwill or any business interruption (whether direct or indirect);

14.1.2 any indirect loss or damage;

14.1.3 any claim, demand or action made or brought against that other Party by a Third Party; or

- 14.1.4 any liability or damages (including any liquidated, exemplary or punitive damages) payable by Seller to any other buyer of LNG or by Buyer to any customer,
- unless arising as a result of Wilful Misconduct or fraud of the other Party.
- 14.2 To the fullest extent permissible by law and regardless of the presence or absence of insurance and even if caused wholly or partially by the act, neglect or default of any Buyer Indemnified Parties, Seller agrees to indemnify, defend and hold Buyer Indemnified Parties harmless from and against any and all claims, losses, demands, damages, costs (including legal costs), expenses and liabilities arising from, or in connection with, a Confirmation Notice and relating to:
- 14.2.1 any loss of or damage to Seller's Facilities and the property, facilities or other assets (whether owned or leased) of Seller Indemnified Parties; and
- 14.2.2 (in the case of a DAP delivery), any loss of or damage to the LNG Ship utilised by Seller in connection with the performance of a Confirmation Notice, including, without limitation, the salvage, raising, removal, destruction or the rendering harmless of such LNG Ship; and
- 14.2.3 loss of life, personal injury or disease suffered by any of the officers, directors, employees or agents of Seller Indemnified Parties,
- unless caused wholly or partially by the Wilful Misconduct or fraud of Buyer Indemnified Parties.
- 14.3 To the fullest extent permissible by law and regardless of the presence or absence of insurance and even if caused wholly or partially by the act, neglect or default of any Seller Indemnified Parties, Buyer agrees to indemnify, defend, and hold Seller Indemnified Parties harmless from and against any and all claims, losses, demands, damages, costs (including legal costs) expenses and liabilities arising from, or in connection with, a Confirmation Notice and relating to:
- 14.3.1 any loss of or damage to Buyer's Facilities and the property, facilities or other assets (whether owned or leased) of Buyer Indemnified Parties; and
- 14.3.2 (in the case of an FOB delivery), any loss of or damage to the LNG Ship utilised by Buyer in connection with the performance of a Confirmation Notice, including, without limitation, the salvage, raising, removal, destruction or the rendering harmless of such LNG Ship; and
- 14.3.3 any loss of life, personal injury or disease suffered by any of the officers, directors, employees or agents of Buyer Indemnified Parties,
- unless caused wholly or partially by the Wilful Misconduct or fraud of Seller Indemnified Parties.
- 14.4 Any Party entitled to indemnification under either Clause 14.2 or 14.3 shall have the right, but not the obligation, to contest, defend and litigate (and to retain legal advisers of its choice in connection therewith) any claims, action, suit, or proceeding by any Third Party alleged or asserted against it arising out of any matter in respect of which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the said indemnity; provided, however, that the Party obligated to indemnify the other Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit, or proceeding at its expense and through legal advisers of its choice if it:
- 14.4.1 gives notice of its intention to do so to the other Party;
- 14.4.2 acknowledges in writing its obligation to indemnify the other Party to the full extent provided by either Clause 14.2 or 14.3 (as appropriate); and
- 14.4.3 reimburses the other Party for the reasonable costs (including legal costs) and expenses previously incurred by the other Party prior to the assumption of such defence by the Party obligated to provide indemnification.

14.5 No Party entitled to indemnification shall settle or compromise any claim, action, suit or proceeding in respect of which it is entitled to be indemnified by the other Party without the prior written consent of the Party obligated to provide indemnification, which consent shall not be unreasonably withheld, conditioned or delayed.

15. GOVERNING LAW

15.1 The construction, validity and performance of this Master Agreement and/or any Confirmation Notice and any non-contractual obligations arising from or connected with this Master Agreement and/or any Confirmation Notice, shall be governed by and construed in accordance with English law.

15.2 The provisions of the United Nations Convention on Contracts for the International Sale of Goods of Vienna, 11 April 1980 and any law enacting or giving force to the same or any parts of it, shall not apply to this Master Agreement and/or any Confirmation Notice.

16. DISPUTE RESOLUTION

16.1 Arbitration

16.1.1 Subject to Clause 16.2, any dispute arising out of or in connection with this Master Agreement and/or any Confirmation Notice (including any dispute in relation to the existence, validity or termination of any agreement, and including any non-contractual obligations arising out of or in connection with the Master Agreement or a Confirmation Notice) shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (the “**LCIA**”) under the LCIA’s Arbitration Rules (the “**Rules**”) in force at the time of commencement of the arbitration proceedings.

16.1.2 The tribunal shall consist of three arbitrators, one to be nominated by Seller, one by Buyer, and the third by the two so appointed. The seat of the arbitration shall be London, England. The arbitration shall be conducted and the award rendered in English.

16.2 Expert Determination

16.2.1 Where a dispute between the Parties is solely of a technical nature, the Parties shall have the option of referring such dispute to an Expert in accordance with Clause 16.2.2.

16.2.2 If either Party gives notice in writing to the other of its intention to refer a dispute to an Expert for determination, the following shall apply:

16.2.2.1 the Parties shall seek to mutually agree in good faith on the appointment of such Expert. The Expert shall be an appropriately qualified and experienced professional who is knowledgeable regarding the international LNG industry and is technically competent in the area of the subject of the dispute to act as the Expert; and

16.2.2.2 failing agreement by the Parties regarding the appointment of the Expert within fourteen (14) days of the above notice, Clause 16.1 shall apply.

16.2.3 If the appointment of an Expert is agreed by the Parties:

16.2.3.1 the Parties shall provide their submissions and supporting information with respect to the dispute to the Expert within fourteen (14) days of the date of the appointment of the Expert;

16.2.3.2 the Expert shall resolve or settle such dispute taking due and proper account of the submissions of the Parties and shall render his decision in respect thereof within twenty-eight (28) days following the date of the appointment of the Expert;

- 16.2.3.3 the Expert will be given all reasonable access to the relevant documents and information relating to the dispute, and access to the Delivery Point and sampling, weighing, measurements and other data as the Expert shall reasonably require;
- 16.2.3.4 any decision of the Expert shall be final and binding on the Parties except in the case of fraud or manifest error, in which case such alleged fraud or manifest error by the Expert may be appealed to a tribunal (or court if that has been agreed by the Parties in the Confirmation Notice) pursuant to the provisions of Clause 16.1; and
- 16.2.3.5 the costs of the Expert in settling or determining a dispute shall be borne by the losing Party unless the Expert determines otherwise.

16.3 Continuing Performance

- 16.3.1 Where a matter is referred for resolution under this Clause 16, it shall not prevent or constitute a valid excuse for either Party from performing its respective obligations under this Master Agreement and any Confirmation Notice.

17. ASSIGNMENT

- 17.1 This Master Agreement and any Confirmation Notice shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Master Agreement or any Confirmation Notice without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.
- 17.2 Notwithstanding the above, Seller may, without Buyer's consent, transfer, sell, pledge, encumber or assign its rights to receive and obtain payment under the Master Agreement or any Confirmation Notice in connection with any financing, securitisation or other bank funding arrangements, provided that the recipient of such rights is not affected by any law, order or regulation which would prevent Buyer from dealing with such recipient, or expose Buyer or any of its Affiliates to a prohibition, penalty or punitive measure. Any such assignment will not affect Seller's obligations under the Master Agreement or Confirmation Notice.

18. REPRESENTATIONS

- 18.1 On the date of execution of this Master Agreement and on each Confirmation Date, each Party represents and warrants to the other that (i) the execution, delivery and performance of such agreement has been duly authorised by all necessary corporate or other organisational action on its part and does 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; (ii) its obligations under such agreement are (subject to applicable insolvency and bankruptcy laws and general principles of equity) legally valid and binding obligations, enforceable in accordance with its terms; and (iii) it has all necessary governmental and other Third Party permits, approvals and licenses required in connection with the execution, delivery and performance of such Confirmation Notice except to the extent that such permit, approvals and/or licences can only be obtained by Buyer (or Buyer's Transporter in the case of an FOB delivery) or Seller (or Seller's Transporter in the case of a DAP delivery) at the time the relevant LNG Ship arrives at either the Loading Port or the Discharge Port (as applicable), which permits, approvals and/or licences shall be obtained by the relevant Party as soon as possible upon arrival at such port.

19. ANTI-BRIBERY AND CORRUPTION

- 19.1 Party A and Party B respectively warrant and undertake to the other that in connection with this Master Agreement and any Confirmation Notice:
 - 19.1.1 it has implemented adequate internal procedures designed to ensure it shall not authorise the giving or offering of any financial or other advantage with the intention of inducing or

rewarding an individual or entity to improperly perform an activity undertaken in the course of an individual's employment or connected to an entity's business activities (the "**Anti-Corruption Controls**"); and

19.1.2 it has not authorised and it will not authorise, in connection with the performance of this Master Agreement and any Confirmation Notice, any financial or other advantage to or for the benefit of any public official, civil servant, political party, political party official, candidate for office, or any other public or private individual or entity where such authorisation would violate the Anti-Corruption Controls.

19.2 In the event of any breach of the warranties and undertakings in Clauses 19.1.1 and 19.1.2, the non-breaching party may terminate this Master Agreement and/or any Confirmation Notice with immediate effect upon written notice to the other party. This shall be the sole remedy available for a breach of the warranties and undertakings in Clauses 19.1.1 and 19.1.2.

20. SANCTIONS

20.1 It is agreed that all activities contemplated by the Parties pursuant to this Master Agreement and any Confirmation Notice will be performed in conformity with and shall not be prohibited by Sanctions and/or laws if and to the extent applicable.

Notwithstanding any other provision of this Clause or any other Clause or provision to the contrary in this Master Agreement, neither Party shall be required to do anything under this Master Agreement and any Confirmation Notice which constitutes a violation of, or would be in contravention of, or would expose it to the risk of designation pursuant to any Sanction applicable to it.

20.2 If, at any time during the term of this Master Agreement and any Confirmation Notice any Sanctions are changed, or new Sanctions are imposed or become effective, or there is a change in the interpretation of Sanctions, which would:

- (a) expose a Party to the risk of designation or to other punitive measures by a Sanctions authority; or
- (b) materially affect a Party's performance of this Master Agreement and any Confirmation Notice including but not limited to:
 - (i) its ability to take or make delivery or make or receive any payments as may be required in the performance of this Master Agreement and any Confirmation Notice or to insure or transport the goods to be delivered by the Seller to the Buyer; or
 - (ii) importing the goods into the country of destination; or
- (c) cause either:
 - (i) a curtailment, reduction in, interference with, failure or cessation of supply of goods from any of the Seller's or Seller's suppliers' sources of supply; or
 - (ii) a refusal to supply such goods by any such supplier,

then notwithstanding any clause or provision to the contrary in this Master Agreement and any Confirmation Notice, such Party may, by written notice to the other Party, (i) suspend performance until such time as the notifying Party may lawfully perform any Confirmation Notice and/or (ii) terminate this Master Agreement and any Confirmation Notice, in each event, without any further obligation or liability by either Party, save for any accrued rights and remedies including but not limited to Seller's obligation to refund the outstanding balance of any prepayment amount.

20.3 Obligations to make or receive payment which arose before, or as a consequence of termination shall remain in effect but shall be subject to suspension to the extent required by Clause 20.1 of this clause.

“**Sanctions**” means economic or financial sanctions or trade embargoes or trade restrictions or similar or equivalent restrictive measures imposed, administered, enacted or enforced from time to time by the UN, EU or US or other applicable sanctions authority.

21. NOTICES

21.1 All notices, requests, statements, documents or invoices (each a “**Notice**”) shall be sent to the addresses specified in Schedule E. Unless expressly provided otherwise, a Notice shall be in writing and delivered by letter or e-mail. A Notice sent by e-mail or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted (in the case of an e-mail) or hand delivered (unless transmitted or hand delivered after the close of the Business Day, in which case it shall be deemed received at the close of the next Business Day). A Party may change its address by providing written notice thereof to the other Party.

22. CONFIDENTIALITY

22.1 Neither Party shall disclose directly or indirectly the other Party’s Confidential Information without the prior written consent of such Party.

22.2 A Party may disclose Confidential Information without the other Party’s consent:

22.2.1 to the Party’s Affiliates and employees and employees of Affiliates;

22.2.2 to professional advisors and consultants, including counsel, accountants, underwriters, financiers and other agents of the Party;

22.2.3 to shareholders and partners in upstream or downstream projects, the operator of Buyer’s Facilities and Seller’s Facilities, the Transporter, and any other relevant Third Parties but in all cases limited (i) only to operational information and (ii) to the extent necessary to implement a Confirmation Notice;

22.2.4 to arbitrators, Experts and any court of law in connection with the resolution of a dispute; and

22.2.5 to the extent required by applicable law, regulation, securities exchange, regulatory or government body or fiscal authority having jurisdiction over it, in which case it will to the extent legally permitted notify the other Party of the requirement to disclose as soon as possible and (where possible) prior to disclosure being made so that the Parties may jointly agree the manner and making of any disclosure.

22.3 The Party disclosing Confidential Information shall remain responsible for any failure of any Person in Clauses 22.2.1, 22.2.2, 22.2.3 to comply with the confidentiality obligations herein.

23. ENTIRE AGREEMENT AND AMENDMENTS

23.1 This Master Agreement (including the Schedules hereto) and any Confirmation Notice together shall constitute the entire agreement between the Parties relating to the subject matter contemplated herein and supersedes any prior or contemporaneous agreements or representations (whether oral or written) affecting the same subject matter.

23.2 No amendment, modification or change to this Master Agreement or any Confirmation Notice shall be enforceable unless in writing and executed by both Parties.

24. COUNTERPARTS

24.1 This Master Agreement or any Confirmation Notice may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

25. SEVERABILITY

25.1 Except as may otherwise be stated herein, any provision or Clause or Paragraph hereof that is declared or rendered unlawful by any applicable court of law, tribunal or regulatory agency, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under a Confirmation Notice. If any provision of a Confirmation Notice is declared unlawful, the Parties will promptly renegotiate to restore the Confirmation Notice as near as possible to its original intent and effect.

26. WAIVER, NO PARTNERSHIP OR THIRD PARTY RIGHTS

26.1 No waiver of any provision, power, right or remedy under this Master Agreement or Confirmation Notice shall be effective unless made expressly in writing, nor shall such waiver:

26.1.1 be considered to be a waiver of any subsequent or continuing breach of that provision; or

26.1.2 release, discharge or prejudice the right of the waiving Party to require strict performance by the other Party of any other provision of this Master Agreement or Confirmation Notice.

26.2 Nothing contained in the Master Agreement or Confirmation Notice shall be construed to constitute a Party as the employee, agent, partner, joint venturer or contractor of the other Party. The Master Agreement and any Confirmation Notice are made and entered into for the sole protection and benefit of the Parties, and their permitted successors and assigns, and (save as provided in Clauses 14.2 and 14.3) no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, the Master Agreement or Confirmation Notice.

26.3 Save as provided in Clauses 14.2 and 14.3, the Parties do not intend any term of this Master Agreement or Confirmation Notice to be enforceable under the Contracts (Rights of Third Parties) Act of 1999 by any Person that is not a Party to the Master Agreement or a Confirmation Notice.

27. WAIVER OF IMMUNITY

27.1 Each Party irrevocably waives any claim to immunity in relation to any arbitration or court proceedings arising out of or connected with a Confirmation Notice, including, without limitation, immunity from:

27.1.1 jurisdiction of any court or tribunal;

27.1.2 service of process;

27.1.3 injunctive or other interim relief, or any order for specific performance or recovery of land; and

27.1.4 any process for execution of any award or judgment against its property.

28. TRADE LAW COMPLIANCE

28.1 This Clause 28 shall apply where the LNG purchased pursuant to a Confirmation Notice hereunder has originated from, is imported from or is produced in the United States of America (“**U.S.**”).

28.2 Buyer acknowledges and agrees that it will resell or transfer LNG purchased pursuant to a Confirmation Notice hereunder for delivery only to (a) countries identified in an FTA Export Authorisation and/or (b)

- purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries and (c) countries and persons with which trade is not prohibited by U.S. law or policy.
- 28.3 Buyer further commits to cause a report to be provided to Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered (“**Delivery Destination Reports**”), and to include in any resale contract for such LNG the necessary conditions to ensure Seller is made aware of all such actual destination countries. Alternatively, if Buyer resells or transfers LNG purchased hereunder to countries with which the U.S. does not have a Free Trade Agreement requiring national treatment for trade in natural gas, Buyer acknowledges and agrees that it will resell or transfer LNG purchased hereunder for delivery only to (a) countries identified in a Non-FTA Export Authorisation and/or (b) purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries and (c) countries and persons with which trade is not prohibited by U.S. law or policy.
- 28.4 Buyer agrees to comply with the Export Authorisations and not to take any action which would cause any Export Authorisation to be withdrawn, revoked, suspended or not renewed. If any Export Authorisation requires additional or modified conditions to be included in this Master Agreement then, within fifteen (15) days following the issuance of the Export Authorisation imposing such condition, Seller shall notify Buyer of the appropriate changes to be made to this Master Agreement to comply with such Export Authorisation and the Parties shall promptly amend this Master Agreement accordingly.
- 28.5 Buyer shall promptly provide to Seller all information that is reasonably required by Seller (including information required by Seller’s supplier) to comply with the Export Authorisations and shall provide the Delivery Destination Reports for all LNG sold hereunder, to Seller, not later than the tenth (10th) day of the month following the month in which any relevant LNG is delivered to the country of destination. In addition to the information required pursuant to this Clause 28, such Delivery Destination Reports shall contain any other information required by the applicable Export Authorisation.
- 28.6 Buyer shall keep all records necessary to confirm compliance with this Clause 28 for a period of two (2) years following the year for which such records apply. If Seller reasonably requests a document in relation to the rights and obligations in this Clause 28, and within the foregoing time period, Buyer shall promptly provide such documentation.
- 28.7 Buyer shall fully defend, indemnify and hold harmless Seller from any and all losses and liabilities incurred by or against it arising under or in connection with Buyer’s failure to comply with any provision of this Clause 28.
- 28.8 “**Export Authorisations**” means the FTA Export Authorisation and the Non-FTA Export Authorisation, either individually or together (as the context requires).
- 28.9 “**FTA Export Authorisation**” means an order from the Office of Fossil Energy of the U.S. Department of Energy and Carbon Management (or any such successor entity that may become responsible for the performance of such functions) granting to Seller’s supplier, the authorisation to export at least the volume per annum of LNG sold and delivered pursuant to the sale and purchase agreement between Seller and its supplier to countries that have entered into a free trade agreement with the U.S. requiring the national treatment for trade in natural gas, for a specific term, as the same may be supplemented, amended, modified, changed, superseded or replaced from time to time.
- 28.10 “**Non-FTA Export Authorisation**” means an order from the Office of Fossil Energy of the U.S. Department of Energy and Carbon Management (or any such successor entity that may become responsible for the performance of such functions) granting to Seller’s supplier the authorisation to export at least the volume per annum of LNG sold and delivered pursuant to the sale and purchase agreement between Seller and its supplier to all countries that have not entered into a free trade agreement with the U.S. requiring the national treatment for trade in natural gas, which currently has or in the future develops the capacity to import LNG, and with which trade is not prohibited by U.S. law

or policy, for a specific term, as the same may be supplemented, amended, modified, changed, superseded or replaced from time to time.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the date stated at the beginning of this Master Agreement.

<p>Signed for and on behalf of Trafigura Pte Ltd (Party A)</p> <p>_____</p> <p>Authorised signatory</p>	<p>Signed for and on behalf of [_____] (Party B)</p> <p>_____</p> <p>Authorised signatory</p>
<p>_____</p> <p>Name</p>	<p>_____</p> <p>Name</p>
<p>_____</p> <p>Title</p>	<p>_____</p> <p>Title</p>

SCHEDULE A: DEFINED TERMS

1. **“Adverse Weather”** means weather and/or sea conditions actually experienced at the Loading Port or the Discharge Port that are sufficiently severe to prevent an LNG Ship from proceeding to berth, loading or unloading (as the case may be) and/or departing from berth either: (i) in accordance with the weather and/or sea conditions limits prescribed in published regulations in effect at the Loading Port or the Discharge Port (as the case may be); or (ii) by the order of the relevant harbour master; or (iii) as determined by the master of the LNG Ship acting as a Reasonable and Prudent Operator.
2. **“Affected Party”** has the meaning specified in Clause 12.4.1.
3. **“Affiliate”** means in relation to a Party, any entity which is a subsidiary or holding company (including the ultimate holding company) of that Party and any entity which is a subsidiary of such holding company (the terms of subsidiary and holding company have the meanings set out in section 1159 Companies Act 2006).
4. **“Allowed Laytime”** means laytime at the Loading Port (in the case of an FOB delivery, and laytime at the Discharge Port (in the case of a DAP delivery)), in each case as specified in the Confirmation Notice.
5. **“Anti-Corruption Controls”** has the meaning specified in Clause 19.1.1.
6. **“Arrival Window”** means, in respect of each delivery pursuant to a Confirmation Notice, the range of time specified in the Confirmation Notice in which a valid NOR can be tendered by the relevant LNG Ship.
7. **“Btu”** means a British thermal unit, being the amount of heat equal to 1055.06 Joules.
8. **“Btu/SCF”** means the number of Btu contained in a standard cubic foot of gas at a temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.696 pounds per square inch, the gas being assumed to be an ideal gas.
9. **“Business Day”** means a day, other than a Saturday or Sunday, on which the banks in London and New York City are open for general business.
10. **“Buyer”** means, in respect of each Confirmation Notice, the Party named in the Confirmation Notice as the buyer.
11. **“Buyer Force Majeure”** has the meaning specified in Clause 12.2.1.
12. **“Buyer’s Facilities”** means those facilities located at or proximate to the Discharge Port, as further specified in the relevant Confirmation Notice, that are used by Buyer for the fulfilment of its obligations under a Confirmation Notice, which encompass the area between the outward flange of the LNG unloading arms and the tailgate of the regasification terminal, including (i) the LNG ship berthing facilities and the Discharge Port facilities, (ii) the LNG unloading, receipt, storage, treatment (if necessary) and regasification facilities, (iii) the Natural Gas (and LNG if applicable) processing and delivery facilities and (iv) all ancillary equipment, whether or not owned by Buyer and whether operated directly by Buyer or by a Third Party. Such facilities shall include the pipeline that extends from the tailgate of the regasification terminal to the point of interconnection with the downstream primary gas transmission facilities only to the extent such pipeline is specified in the relevant Confirmation Notice.
13. **“Buyer Indemnified Parties”** means: (i) Buyer; (ii) its Affiliates; (iii) in the case of an FOB delivery, the Transporter and the LNG Ship; and (iv) the officers, directors, employees, agents, successors, assigns, contractors and subcontractors of (i) to (iii) inclusive.

14. **“Cargo Tolerance”** means, with respect to a shipment, the operational tolerance that the Parties may agree in the applicable Confirmation Notice, if any, expressed as a percentage of the Deemed Cargo Quantity.
15. **“Competent Authority”** means any agency, authority, department, inspectorate, minister, ministry or other public or statutory Person (whether autonomous or not) of, or the government of the country of the Loading Port or the Discharge Port (or any other relevant country) or any political sub-division in or of that country.
16. **“Confidential Information”** means the existence of and all the terms of this Master Agreement and any Confirmation Notice, together with all information, documentation, data, know-how, pricing practices, business affairs, processes, operations and intentions disclosed in the course of negotiating and/or performing this Master Agreement and any Confirmation Notice, other than information which is in the public domain or enters the public domain without any breach of the Master Agreement or Confirmation Notice.
17. **“Confirmation Date”** shall have the meaning specified in Clause 2.1.
18. **“Confirmation Notice”** means the written agreement pursuant to this Master Agreement substantially in the form of Schedule B confirming the terms and conditions for the sale by Seller and the purchase by Buyer of LNG.
19. **“Contract Price”** has the meaning specified in Clause 8.1.
20. **“Credit Support”** means either a Parent Company Guarantee or a Standby Letter of Credit, as specified in the Confirmation Notice and as agreed between the Parties, and which will be in substantially the same forms as those set out in Schedules G and H.
21. **“Credit Support Default”** means the occurrence of any of the following events with respect to a Credit Support Provider:
- (a) failing to comply with or perform its obligations under such Credit Support, if such failure shall be continuing after the lapse of any applicable grace period;
 - (b) withdrawing, disaffirming, disclaiming, repudiating or rejecting, in whole or in part, or challenging the validity of, such Credit Support;
 - (c) such Credit Support expiring or terminating, or failing or ceasing to be in full force and effect at any time during the term agreed between the Parties at the time it was first delivered;
 - (d) any event analogous to an Insolvency Event occurring with respect to the Credit Support Provider; or
 - (e) it ceases to have an acceptable credit rating or is subject to a material adverse change relating to its financial status that impacts the likelihood of the perform of its obligations under the Credit Support (in each case, as determined in the reasonable opinion of Seller);
- provided, however, that no Credit Support Default shall occur in any event with respect to any Credit Support Provider after the time such Credit Support is required to be cancelled or returned to Buyer in accordance with the terms of the Confirmation Notice.
22. **“Credit Support Provider”** means, in the context of a Parent Company Guarantee, the Parent Company and in the context of a Standby Letter of Credit, the issuer of that Standby Letter of Credit.
23. **“DAP”** has the meaning specified in Incoterms 2010 as amended from time to time.

24. **“Deemed Cargo Quantity”** means the deemed quantity of LNG expressed in MMBtus contained in each LNG Cargo to be delivered by Seller to Buyer as specified in the applicable Confirmation Notice.
25. **“Deemed Delivery”** has the meaning specified in Clause 6.2.3.
26. **“Deemed Failure to Deliver”** has the meaning specified in Clause 6.3.3.
27. **“Defaulting Party”** has the meaning specified in Clause 13.1.
28. **“Deficiency Quantity”** has the meaning specified in Clause 6.2.3 or 6.3.3 (as applicable).
29. **“Delivery Point”** means (i) the junction point where the flange coupling of the export lines at Seller’s Facilities connect with the flange coupling of the relevant LNG Ship’s loading lines (in the case of an FOB delivery), or (ii) the junction point where the flange coupling of the relevant LNG Ship’s unloading lines connect with the flange coupling of the receiving lines at Buyer’s Facilities (in the case of a DAP delivery).
30. **“Demurrage Rate”** means the demurrage rate as specified in the applicable Confirmation Notice.
31. **“Discharge Port”** means, in respect of each delivery pursuant to a Confirmation Notice, the port where the LNG purchased and sold is to be discharged, as specified in the Confirmation Notice.
32. **“ETA”** has the meaning specified in Paragraphs 4.1(a) of Schedule C and 4.1(a) of Schedule D (as applicable).
33. **“Event of Default”** has the meaning specified in Clause 13.1.
34. **“Expert”** means an independent expert appointed pursuant to Clause 16.2 to resolve a dispute of a technical nature.
35. **“Failure to Deliver”** has the meaning specified in Clause 6.3.1.
36. **“Failure to Take”** has the meaning set specified in Clause 6.2.1.
37. **“FOB”** has the meaning specified in Incoterms 2010 as amended from time to time.
38. **“Force Majeure”** means Seller Force Majeure or Buyer Force Majeure, as appropriate.
39. **“GIIGNL”** has the meaning specified in Paragraph 1.2 of Schedule F.
40. **“IMO”** means International Maritime Organisation.
41. **“Income Tax”** means any tax of general application imposed on income (including but not limited to corporation taxes or similar).
42. **“Incoterms 2010”** means “Incoterms® 2010” the rules for the use of domestic and international trade terms published by the International Chamber of Commerce, which came into force on 1st January 2011.
43. **“Insolvency Event”** means when a Party:
- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
 - (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
 - (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

- (d) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official; or
- (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a Person not described in sub-clause (d)(i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;
- (g) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen (15) days thereafter;
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-clauses (a) to (g) above (inclusive); or
- (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

44. **"Interest Rate"** means an interest rate equal to 4 percent points above:

(i) if USD, 30-Day Average SOFR (the "Benchmark Rate") plus the Credit Adjustment Spread ("CAS"), where "30-Day Average SOFR" means the Federal Reserve Bank of New York (or a successor administrator) published 30-day compounded average of the Secured Overnight Financing Rate (SOFR) at 08:00 US Eastern Time on the day that is one (1) Business Day prior to the date when payment of the sum due is made, as published on the Federal Reserve Bank of New York's Website, or by any other person which takes over the publication of that rate; "CAS" means 0.11448% (as fixed by the UK FCA, as administrator of the LIBOR benchmarks)

(ii) if EUR, 1-Month Average €STER (the "Benchmark Rate") plus the Credit Adjustment Spread ("CAS"), where "1-Month Average €STER" means the European Central Bank (or a successor administrator) published 1-month compounded average of the Euro Short Term Rate (€STER) at around 09:00 Central European Time on the day that is one (1) Business Day prior to the date when payment of the sum due is made, as published on the European Central Bank's Website, or by any other person which takes over the publication of that rate. "CAS" means 0.0456% (as fixed by the UK FCA, as administrator of the LIBOR benchmarks)

If the 30-Day Average SOFR or 1-Month Average €STER for the applicable currency, is not published on any such day, the rate appearing at 08:00 US Eastern Time/09:00 Central European Time (as applicable)

for the immediately preceding publication date shall be used. If the Benchmark Rate plus CAS (as applicable) is negative for any calculation period, it shall be treated as zero for such period.

If SOFR/€STER is not available, then a benchmark rate which has been formally designated, nominated or recommended as the replacement for such SOFR/€STER by any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of any of them shall replace SOFR/€STER, provided that if no such replacement rate is available, the Parties shall agree on another reasonably comparable interest rate or publication. If the amount is payable in any other currency than those referenced in this clause, the rate per annum determined by Seller (in consultation with Buyer), as offered by leading banks in the banking system of the currency in which the amount is payable, on the due date shall apply.

45. **“International Standards”** means the standards and practices from time to time in force applicable to the ownership, design, equipment, operation or maintenance of LNG ships and terminals (including the facilities and loading/unloading equipment) established by the IMO, OCIMF, SIGTTO (or any successor body of the same) or members of the International Association of Classification Societies and/or any other internationally recognised agency or organisation with whose standards and practices it is customary for international operators of such ships or terminals to comply.
46. **“Invoice Due Date”** has the meaning specified in Clause 11.4.1.
47. **“LCIA”** has the meaning specified in Clause 16.1.1.
48. **“LNG”** means Natural Gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.
49. **“LNG Cargo”** means a cargo of LNG to be delivered by Seller to Buyer pursuant to a Confirmation Notice.
50. **“LNG Ship”** means an ocean going vessel meeting the requirements of Paragraph 2.8 of Schedule C (in the case of an FOB delivery) and Paragraph 2.8 of Schedule D (in the case of a DAP delivery) and suitable for transporting LNG, which, in respect of each delivery pursuant to a Confirmation Notice, shall be identified in the Confirmation Notice (or shall be subsequently agreed between the Parties) and be used for such delivery.
51. **“Loading Port”** means, in respect of each delivery pursuant to a Confirmation Notice, the port where the LNG purchased and sold is to be loaded, as specified in the Confirmation Notice.
52. **“Local Time”** means the time at the Delivery Point.
53. **“Marine Services”** has the meaning specified in Paragraphs 2.12 of Schedule C and 2.12 of Schedule D (as applicable).
54. **“Master Agreement”** has the meaning specified in the preamble to this Master Agreement.
55. **“MMBtu”** means one million (1,000,000) Btus.
56. **“Natural Gas”** means a combustible mixture of hydrocarbon gases with or without inert gases and/or impurities of which the major component shall be methane.
57. **“Non-Affected Party”** has the meaning specified in Clause 12.4.1.
58. **“Non-Defaulting Party”** has the meaning specified in Clause 13.2.1.
59. **“NOR”** has the meaning specified in Paragraphs 4.1(d) of Schedule C and 4.1(d) of Schedule D (as applicable).
60. **“Notice”** has the meaning specified in Clause 21.1.

61. **“OCIMF”** means the Oil Companies International Marine Forum.
62. **“Off-Specification LNG”** has the meaning specified in Clause 5.2.1.
63. **“Off-Specification LNG Notice”** has the meaning specified in Clause 5.2.1.
64. **“Parent Company”** means with respect to Buyer, an entity that is Buyer’s direct or indirect holding company and is not also a subsidiary of Buyer.
65. **“Parent Company Guarantee”** means a guarantee, in favour of Seller, from Buyer’s Parent Company guaranteeing the payment and performance of the obligations by Buyer under the Confirmation Notice, in substantially the same form as that set out in Schedule H but always in a form and for a period acceptable to Seller.
66. **“Party”** and **“Parties”** have the meanings specified in the preamble to this Master Agreement.
67. **“PBS”** means the customary pilot boarding station or the customary alternative temporary anchorage area as determined by the proper port authorities at the Discharge Port or Loading Port (as applicable).
68. **“Person”** includes any natural person, corporation, company, partnership (general or limited), limited liability company, business trust, governmental authority or other entity or association.
69. **“P&I Club”** means an independent mutual insurance association that is a member of the International Group of Protection and Indemnity Clubs and provides liability protection to ship-owners and charterers against third-party liabilities encountered in their commercial operations.
70. **“Reasonable and Prudent Operator”** means a Person seeking in good faith to perform its obligations, and in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably or ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions.
71. **“Resale Price”** means the actual price in USD per MMBtu paid to Seller upon resale of the LNG.
72. **“Rules”** has the meaning specified in Clause 16.1.1.
73. **“Sanctions”** has the meaning specified in Clause 20.3.
74. **“Seller”** means, in respect of each Confirmation Notice, the Party named in the Confirmation Notice as the seller.
75. **“Seller Force Majeure”** has the meaning specified in Clause 12.1.1.
76. **“Seller Indemnified Parties”** means: (i) Seller; (ii) its Affiliates; (iii) in the case of a DAP delivery, the Transporter and the LNG Ship; and (iv) the officers, directors, employees, agents, successors, assigns, contractors and subcontractors of (i) to (iii) inclusive.
77. **“Seller’s Facilities”** means those facilities located at or proximate to the Loading Port, as further specified in the relevant Confirmation Notice, that are used by Seller for the fulfilment of its obligations under a Confirmation Notice, which encompass the area between the Natural Gas inlet to the liquefaction terminal and the outward flange of the LNG loading arms and includes (i) the compression, processing, treatment and liquefaction facilities, (ii) the LNG storage and loading facilities, (iii) the LNG Ship berthing facilities and Loading Port facilities, and (iv) all ancillary equipment and utilities, whether or not owned by Seller and whether operated directly by Seller or by a Third Party.
78. **“SIGTTO”** means the Society of International Gas Tanker and Terminal Operators.

79. **“SIRE”** has the meaning specified in Paragraphs 2.8(i) of Schedule C and 2.8(i) of Schedule D (as applicable).
80. **“Specifications”** has the meaning specified in Clause 5.1.
81. **“Standby Letter of Credit”** means an irrevocable standby letter of credit denominated in USD or such other currency as Seller may request, which identifies or names Seller as the beneficiary for the purposes of securing the Buyer’s obligations under the Confirmation Notice, and which is: (i) issued by an issuer that is unrelated to Buyer and has a credit rating that is acceptable to Seller; and (ii) in substantially the same form as that set out in Schedule G but always for an amount and for a term acceptable to Seller.
82. **“Substitute LNG Ship”** has the meaning specified in Paragraphs 2.4 of Schedule C and 2.4 of Schedule D (as applicable).
83. **“Taxes”** means all forms of taxation and statutory, governmental, supra-governmental, state, principal, local governmental or municipal impositions, value added tax, goods and services tax, excise duties, customs duties, mineral oil tax, royalty, contributions and levies, imposts, tariffs and rates (including without limitation all employment taxes and national insurance contributions) and all penalties, charges, costs and interest payable in connection with any failure to pay or delay in paying them and any associated deductions or withholdings of any sort.
84. **“Terminal Rules”** means all the rules and regulations applicable to the delivery of LNG at (i) Seller’s Facilities at the Loading Port (in the case of an FOB delivery); or (ii) Buyer’s Facilities at the Discharge Port (in the case of a DAP delivery); in either case above, either issued by the proper port authorities or the operator of, Seller’s Facilities or Buyer’s Facilities (as applicable).
85. **“Third Party”** means any Person other than Party A or Party B.
86. **“Total Mitigation Amount”** has the meanings specified in Clauses 6.2.4 and 6.3.4.1.
87. **“Transporter”** means: (i) any Person who owns, operates and/or contracts with Buyer for the purposes of providing or operating any of the LNG Ships (in the case of an FOB delivery); or (ii) any Person who owns, operates and/or contracts with Seller for the purposes of providing or operating any of the LNG Ships (in the case of a DAP delivery).
88. **“USD”** means the lawful currency of the United States of America.
89. **“Used Laytime”** has the meaning specified in Paragraphs 5.1 of Schedule C and 5.1 of Schedule D (as applicable).
90. **“Wilful Misconduct”** means any personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably or is likely to result.

SCHEDULE B: FORM OF CONFIRMATION NOTICE

The Parties hereby enter into a transaction (whether as Seller or Buyer, as specified below) for the sale and purchase of LNG on the terms set out below in this Confirmation Notice.

All terms and conditions in the Master Agreement (including its Schedules) dated [____], between [insert name of Party A] (“**Party A**”) and [insert name of Party B] (“**Party B**”), are incorporated by reference into this Confirmation Notice. Unless otherwise specified herein, defined terms shall have the same meanings specified in the Master Agreement.

Party A and Party B agree upon the following sale and purchase on this [____] day of [____], 201[____].

1. Buyer

The Buyer shall be [Party A/Party B].

2. Seller

The Seller shall be [Party B/Party A].

3. Terms of Delivery

The delivery under this Confirmation Notice shall be on [an FOB][a DAP] basis and Schedule [C][D] of the Master Agreement shall apply.

4. Loading Location

Seller’s Facilities shall be [____].

Loading Port shall be [____].

5. Discharge Location

Buyer’s Facilities shall be [____].

Discharge Port shall be [____].

6. Contract Quantities

The number of LNG Cargoes to be delivered is [____].

Deemed Cargo Quantity is [____] MMBtus.

Cargo Tolerance is [____] percent of Deemed Cargo Quantity.

7. Arrival Window

The Arrival Window for the LNG Cargo[es] is as follows:

[____],[____],[____].

8. Contract Price

The Contract Price in USD per MMBtu for the LNG Cargo[es] is as follows:

9. Seller's Account for Payment of Invoices

The name and location of Seller's bank and Seller's account details are as follows:

[_____]

10. LNG Ships

LNG Ships shall have a minimum gross volumetric cargo capacity of [_____] cubic meters and a maximum gross volumetric cargo capacity of [_____] cubic meters.

The name and IMO number of the LNG Ships to be utilised for transportation of each LNG Cargo are as follows:

[_____] (IMO No. [_____])

11. Demurrage Rate

The rate of demurrage is USD [_____] per day pro rata.

12. Deemed Boil-off Rate

The deemed boil-off rate for determining excess boil-off is [_____] % per day pro rata.

13. Specifications

The Specifications for LNG at the Delivery Point are as follows: [_____]

14. Credit Support

(a) Credit Support [shall be/shall not be] provided by Buyer to Seller.

(b) If Credit Support is to be provided under paragraph (a), the type of Credit Support shall be a [Parent Company Guarantee][Standby Letter of Credit].

15. Allowed Laytime

The Allowed Laytime shall be [_____] hours.

16. Other Provisions

[_____]

[Dispute resolution SIAC Arbitration, Singapore]

Clause 16.1.1 shall be deleted in its entirety and replaced with:

16.1.1 Subject to Clause 16.2, any dispute arising out of or in connection with this Master Agreement and/or any Confirmation Notice (including any dispute in relation to the existence, validity or termination of any agreement, and including any non-contractual obligations arising out of or in connection with the Master Agreement or a Confirmation Notice) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance

with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") in force at the time of commencement of the arbitration proceedings.]

[Dispute resolution High Court, London

Clause 16.1 shall be deleted in its entirety and replaced with:

16.1 High Court

16.1.1 Any dispute arising out of or in connection with this Master Agreement and/or any Confirmation Notice (including any dispute in relation to the existence, validity or termination of any agreement, and including any non-contractual obligations arising out of or in relation to the Master Agreement or a Confirmation Notice) shall be submitted to the exclusive jurisdiction of the High Court in London.]

[DAP deliveries where title is to pass outside territorial waters of the Delivery Point

A. Clause 9.2 of the Master Agreement shall be replaced with the following:

9.2 In the case of a DAP delivery:

9.2.1 LNG to be sold by Seller and purchased by Buyer pursuant to a Confirmation Notice shall be delivered to Buyer from the relevant LNG Ship at the Discharge Port. Title to the LNG Cargo shall pass from Seller to Buyer in international waters at the point which is the last point where the LNG Ship is outside the territorial waters of the country in which Buyer's Facilities are located ("**Title Transfer Point**"). Title to any LNG remaining on the LNG Ship after discharge of the LNG Cargo will revert from Buyer to Seller at the first point following the exit of such LNG Ship from the territorial waters of the country in which Buyer's Facilities are located.

9.2.2 Risk of loss, for any LNG Cargo for which title has passed to Buyer, shall pass from Seller to Buyer at the Delivery Point. Risk of loss for any LNG remaining on the LNG Ship after discharge of the LNG Cargo shall remain with Seller.

9.2.3 Buyer grants to Seller a license to use as fuel such quantities of LNG in the LNG Ship as may reasonably be required to enable the LNG Ship to continue its voyage from the Title Transfer Point inward bound to the Discharge Port and from the Discharge Port outward bound until the LNG Ship exits the territorial waters of the country in which Buyer's Facilities are located, which license (x) shall become effective at the Title Transfer Point and shall continue in effect until the LNG Ship exits the territorial waters of the country in which Buyer's Facilities are located; and (y) shall not require any payment or other consideration to pass from Seller to Buyer.

9.2.4 If, following transfer of title from Seller to Buyer under this Clause 9.2, Buyer does not take such LNG Cargo, pursuant to Clause 6.2 or otherwise, title to all LNG being transported by such LNG Ship shall revert from Buyer to Seller at either (i) the first point where the LNG Ship exits the territorial waters of the country in which Buyer's Facilities are located or (ii) if the LNG Ship does not exit the territorial waters of the country in which Buyer's Facilities are located prior to discharging its LNG Cargo, then immediately upon notice from Seller to Buyer but in no event later than actual discharge of the LNG Cargo.]

IN WITNESS WHEREOF, the Parties have executed this Confirmation Notice on the date stated above.

Signed for and on behalf of [_____] (Party A) _____ Authorised signatory	Signed for and on behalf of [_____] (Party B) _____ Authorised signatory
_____ Name	_____ Name
_____ Title	_____ Title

SCHEDULE C: SELLERS FACILITIES, LNG SHIPS AND LOADING – FOB DELIVERIES

1. Seller's Facilities Obligations

1.1 Seller warrants that Seller's Facilities shall:

- (a) be of appropriate design and sufficient capacity to enable the production, storage and loading of LNG in accordance with a Confirmation Notice;
- (b) meet all applicable requirements and regulations, which are in force at the applicable Confirmation Date, for reception of each LNG Ship and the export and loading of LNG under the applicable Confirmation Notice; and
- (c) include the following:
 - (i) berthing facilities that comply with International Standards and are capable of receiving each approved LNG Ship and for which Seller has used due diligence to ensure that such LNG Ship can safely reach, lie safely berthed and load safely afloat at all times and from which such LNG Ship can safely depart fully laden;
 - (ii) loading facilities capable of loading LNG at an approximate rate of ten thousand (10,000) cubic metres per hour at a normal operating pressure;
 - (iii) a vapour return system of sufficient capacity to transfer from each approved LNG Ship quantities of Natural Gas necessary for the safe loading of LNG at such rates, pressures and temperatures required by the design of such LNG Ship and/or good operating practice with respect to such LNG Ship;
 - (iv) LNG storage tanks of adequate capacity to fully load the relevant LNG Cargo upon arrival of each approved LNG Ship;
 - (v) appropriate systems for necessary email, facsimile, telephone and radio communications with each approved LNG Ship; and
 - (vi) emergency shut-down systems.

2. LNG Ship Rights and Obligations

- 2.1 Buyer shall, at its sole expense, at all times throughout the period of supply of LNG, provide, maintain, and operate or cause to be provided, maintained and operated in good working order the LNG Ship(s) specified in the applicable Confirmation Notice, so that it is able to fulfil its obligations under the related Confirmation Notice.
- 2.2 Unless expressly stated otherwise in the applicable Confirmation Notice, the LNG Ship(s) specified in the applicable Confirmation Notice shall be deemed (i) to have been approved by Buyer and Seller and (ii) to be compatible with Buyer's Facilities and Seller's Facilities.
- 2.3 If Seller has reserved the right in the applicable Confirmation Notice to inspect and approve such LNG Ship(s) specified in the applicable Confirmation Notice, such inspection shall be performed in a timely manner and such approval shall not be unreasonably withheld or delayed.
- 2.4 Buyer may, at any time before the commencement of the Arrival Window, propose to Seller to use a substitute LNG ship (a "**Substitute LNG Ship**") of sufficient cargo capacity to load the relevant LNG Cargo. Seller shall have the right to inspect and approve the Substitute LNG Ship, and such approval shall not be unreasonably withheld, conditioned or delayed. Upon notice of approval by Seller, such

approved Substitute LNG Ship shall become the LNG Ship associated with the relevant LNG Cargo for all purposes under a Confirmation Notice including, but not limited to, Paragraph C.1.

- 2.5 LNG Ship inspections pursuant to: (i) Paragraphs C.2.3 shall be at Seller's expense; and (ii) and C.2.4 shall be at Buyer's expense, unless as a result of a Seller's change of Loading Port pursuant to Clause 7.1 or necessitated by any other act or omission of Seller. Any such inspection shall not relieve Buyer of any obligations it has to Seller pursuant to Paragraphs C.2.7 and C.2.8.
- 2.6 Buyer shall not make or permit any modification of an approved LNG Ship after the relevant Confirmation Date as a result of which the LNG Ship would cease to be acceptable to, or compatible with, Seller's Facilities.
- 2.7 If an approved LNG Ship should prove not to be acceptable or not to be compatible with Seller's Facilities, the Parties shall consult and cooperate with a view to agreeing upon a course of action which will permit the obligations under the Confirmation Notice to be performed. Provided that Buyer is not in breach of its obligations under Paragraph C.2.6, any modification required in order to make an approved LNG Ship acceptable or compatible with Seller's Facilities shall be for the account of Seller.
- 2.8 Buyer shall ensure that, at the relevant Confirmation Date, each LNG Ship shall be:
- (a) of a maximum and minimum gross volumetric capacity and with partial filling limits (if applicable) as set forth in the Confirmation Notice and with sufficient cargo capacity and tolerances to load the relevant LNG Cargo;
 - (b) equipped with appropriate systems for communication with the Loading Port and Seller's Facilities, including all ship-shore communication systems normally required for the loading of LNG;
 - (c) insured by reputable insurers (or self-insured if owned by Buyer or one of its Affiliates) for hull and machinery risks and entered with a P&I Club to a level and extent which is not less than would generally be taken out for an LNG ship by a Reasonable and Prudent Operator;
 - (d) equipped with adequate facilities for mooring, unmooring and handling LNG at Seller's Facilities;
 - (e) constructed and maintained in accordance with the rules and regulations of, and maintained in class with, a member of the International Association of Classification Societies that has prior experience in classifying LNG ships, and in compliance with applicable treaties, laws of the country of vessel registry, and any other laws, recommendations and guidelines with which a Reasonable and Prudent Operator of LNG ships would comply;
 - (f) operated in compliance with International Standards and applicable laws of the country of vessel registry, including (x) those that relate to seaworthiness, design, safety, environmental protection, navigation, and other operational matters, and (y) all permits and approvals from governmental authorities for LNG ships that are required for the transportation and loading of LNG at the Loading Port;
 - (g) manned with skilled and competent operators, officers and crew who (x) are suitably qualified, trained and experienced in international LNG ship operations and qualified to a minimum of IMO standards, (y) are able to communicate with regulatory authorities and operators at Seller's Facilities in written and spoken English, and (z) have subscribed to a policy, reasonably acceptable to Seller, precluding the use of drugs or alcohol aboard an LNG ship;
 - (h) operated in accordance with a plan that is consistent with the IMO's Ship/Shore Safety Checklist for loading LNG and which has been agreed in writing with Seller before the commencement of loading operations.

- (i) in possession of a current operational OCIMF Ship Inspection Report (“SIRE”), that until completion of loading and departure from the Loading Port shall be no more than six (6) months old.
- 2.9 Prior to the execution of any Confirmation Notice, Seller shall provide Buyer with a copy of the applicable Terminal Rules then in effect. Buyer shall either comply with the relevant Terminal Rules as provided by Seller, or shall have obtained the necessary waiver(s) (whether such waivers are obtained before or after the applicable Confirmation Date). Where, pursuant to Clause 7.1, the location of the Loading Port is changed, Seller shall, when giving the required written notice to Buyer, provide Buyer with a copy of the applicable Terminal Rules then in effect.
- 2.10 Buyer represents and warrants that as at the applicable Confirmation Date each LNG Ship will meet or has obtained valid waivers in respect of all applicable governmental or port authority requirements for operation in the waters of the country of the Loading Port as well as all applicable international requirements, which are in force at the applicable Confirmation Date.
- 2.11 Buyer shall ensure that the master, or other representative of Transporter executes any conditions of use (or similar document) that is required by the Loading Port or Seller’s Facilities in connection with the berthing of the LNG Ship, provided that such obligations and liability limits are applied on a non-discriminatory basis to all LNG ships using such Loading Port and Seller’s Facilities and are acceptable to the International Group of Protection and Indemnity Associations, in either case in the ordinary course and on commercially reasonable terms.
- 2.12 Seller shall provide Buyer with all reasonable assistance in securing the services of tugs, pilots, escort vessels or other support vessels as the LNG Ship may require, all at such prices and on such terms as are no less favourable to those offered to other LNG ships using the Loading Port (“**Marine Services**”). The use of Marine Services in connection with the berthing and unberthing of an LNG Ship shall be at Buyer’s sole risk and expense, save that where the LNG Ship has to shift berth at any time for reasons not attributable to the fault of the LNG Ship then the expense shall be for Seller’s account.
- 3. Loading Port Operations**
- 3.1 Seller shall operate, or cause to be operated, the loading terminal so as to permit loading of each LNG Ship as quickly and efficiently as reasonably possible, and shall cooperate in prompt servicing and departure of such LNG Ship pursuant to the loading schedule set forth in the applicable Confirmation Notice.
- 3.2 Buyer shall berth each LNG Ship or cause it to be berthed as safely and expeditiously as reasonably possible in cooperation with Seller. In accordance with the loading schedule set forth in the applicable Confirmation Notice, Seller and Buyer shall cooperate to commence loading or cause it to be commenced upon completion of berthing and to complete loading or cause it to be completed as safely and expeditiously as reasonably possible.
- 3.3 Buyer and Seller shall use reasonable endeavours to avoid any conflict with other LNG ships in berthing an LNG Ship at Seller’s Facilities. If an LNG Ship arrives and tenders NOR at the Loading Port within its Arrival Window, such LNG Ship shall have priority over other LNG ships except in the case that any other LNG ship, having arrived and tendered notice of readiness within its scheduled arrival window is already waiting to load and/or unload due to Adverse Weather or Force Majeure. Seller shall use reasonable endeavours to cause the operator of the Loading Port facilities to accept as soon as possible an LNG Ship that arrives and tenders NOR at the Loading Port prior to or after the Arrival Window. If an LNG Ship and another LNG ship are due to arrive at the Loading Port at a similar time and both vessels are outside their respective arrival windows, then the normal shipping industry practice of “first come, first served” shall apply.
- 3.4 Buyer shall cause each LNG Ship to be loaded at the Loading Port as fully as is safely and reasonably practicable after taking into account the maximum amount of the LNG Cargo that can practically be

loaded (within the operational tolerance established by the master of the LNG Ship and the operator of Seller's Facilities), allowing for the required draft upon arrival at the Loading Port.

- 3.5 During loading of each LNG Cargo, the LNG Ship shall return to Seller's Facilities Natural Gas in such quantities as are necessary for the safe loading of the LNG Cargo at such rates, pressures and temperatures as may be required by the LNG Ship.
- 3.6 Buyer shall cause each LNG Ship to depart as safely and expeditiously as reasonably possible from the berth after completion of loading in cooperation with Seller.

4. Notices of LNG Ship Movements and Characteristics of LNG Cargoes

- 4.1 With respect to each LNG Cargo to be delivered to Buyer pursuant to a Confirmation Notice, Buyer shall give, or cause the master of the relevant LNG Ship to give, to Seller, the following notices:
- (a) a first notice, which shall be sent either upon the departure (for the Loading Port) of the LNG Ship from port, or as early as reasonably possible and which shall set forth the time and date of departure, and the estimated time of arrival of the LNG Ship at the Loading Port (the "ETA"). If this ETA changes by more than twelve (12) hours, notice of the corrected ETA shall promptly be given to Seller;
 - (b) thereafter, a second, third and fourth notice, updating or confirming the ETA, which shall be sent at ninety-six (96), forty-eight (48) and twenty-four (24) hours prior to arrival at the Loading Port (respectively). If the ETA changes by more than six (6) hours for the second or third notice or by more than four (4) hours for the fourth notice, notice of the corrected ETA shall promptly be given to Seller;
 - (c) a final notice, which shall be sent six (6) hours prior to arrival at the Loading Port; and
 - (d) a notice of readiness, when the LNG Ship has arrived at the PBS and the LNG Ship is in all respects ready to berth and to load LNG, purge and cool-down excepted ("NOR").

The notices referred to above shall be sent by email.

- 4.2 Buyer's notice under Paragraph C.4.1(a) shall state whether the LNG Ship will require cooldown on arrival at the Loading Port, the estimated volume, expressed in cubic metres, of LNG (including any LNG required for such cool-down) which is to be loaded on the LNG Ship at Seller's Facilities and any operational deficiencies with respect to the LNG Ship that may affect its port performance. Each further notice given by Buyer under Paragraph C.4.1 shall include details of any significant change in such information since the last such notice was given.

5. Demurrage and Excess Boil-off at Loading Port

- 5.1 Laytime used in loading an LNG Ship ("**Used Laytime**") shall begin to count upon the earlier of (i) the LNG Ship being all fast in the berth, (ii) six (6) hours after the tendering of a valid NOR (provided the LNG Ship tenders NOR within the applicable Arrival Window) or (iii) 0600 hours Local Time on the first day of the applicable Arrival Window (provided the LNG Ship tendered a valid NOR prior to the Arrival Window) and shall end when the last loading arm is disconnected and the LNG Ship is cleared for departure and able to depart. If the LNG Ship tenders a valid NOR outside the applicable Arrival Window, while Seller shall exercise reasonable endeavours to berth the LNG Ship as soon as possible, Used Laytime shall only commence once the LNG Ship is all fast at the berth.
- 5.2 The period of Allowed Laytime at the Loading Port shall be as set forth in the applicable Confirmation Notice.

- 5.3 In the event Used Laytime exceeds Allowed Laytime, Seller shall pay to Buyer (i) demurrage at the daily rate set forth in the applicable Confirmation Notice and (ii) an amount of excess boil-off for the relevant LNG Cargo equal to:

Contract Price x gross volumetric cargo capacity of the LNG Ship x daily Deemed Boil-off Rate in the applicable Confirmation Notice x the number of days (or pro rata for part thereof) the Used Laytime exceeds the Allowed Laytime

The Parties undertake that the demurrage and excess boil-off payments under this Paragraph C.5.3 constitute the sole and exclusive compensation payable if the loading of an LNG Ship has not been completed within the Allowed Laytime. However, if such delay also affects the delivery of subsequent LNG Cargoes to Buyer scheduled in accordance with the Confirmation Notice, Buyer and Seller shall consult in good faith to modify the Arrival Window in respect of such subsequent LNG Cargoes under that Confirmation Notice so as to facilitate delivery of such LNG Cargoes.

- 5.4 Solely for the computation of demurrage and excess boil-off to be paid by Seller (and not in relation to a Failure to Take or Failure to Deliver), any time lost as a result of any of the following shall be added to Allowed Laytime:

- (a) reasons attributable to the fault of Buyer, the Transporter, the LNG Ship or its master, crew, owner or operator;
- (b) Force Majeure;
- (c) 50% of any Adverse Weather;
- (d) time before berthing during which normal operation at the Loading Port is prohibited by law, regulation, order or decree; and
- (e) time required to purge and or cooldown the LNG Ship (provided that the requirement for such purge or cooldown is not caused by a reason attributable to the fault of Seller or Seller's Facilities).

- 5.5 Without prejudice to Buyer's right to receive demurrage and excess boil-off in accordance with Paragraph C.5.3, if any problem occurs or is foreseen to occur so as to cause delay to an LNG Ship in berthing, loading and/or departing which results or is expected to result in Used Laytime exceeding Allowed Laytime, Seller and Buyer shall discuss the problem in good faith and use their reasonable endeavours to minimise such delay and, at the same time, cooperate with each other to identify measures which can be adopted to minimise or to avoid the occurrence of any similar delay in the future.

- 5.6 Buyer shall invoice Seller pursuant to Clause 11.3 for amounts due under Paragraph C.5.3 and shall provide the relevant documents and calculations in support of such amount, and Seller shall pay such invoice in accordance with the terms of Clause 11.4.1.3.

6. Cool-down Requirements and Boil-off

- 6.1 Any quantities of LNG required for purging or cooldown of the LNG Ship at the Loading Port shall be for Buyer's account, and shall be invoiced pursuant to Clause 11 at the Contract Price provided in the applicable Confirmation Notice; unless the requirement for cool-down resulted from a delay in berthing caused by Seller or Seller's Facilities, in which case the incremental costs of LNG required for purging or cooldown shall be for Seller's account. The Parties shall mutually agree on the method used to determine the purging or cooling LNG quantities, which will be verified by the independent surveyor or independent surveyors appointed pursuant to Paragraph C.7.9.

6.2 An LNG Ship shall not use boil-off or displacement gas as fuel during loading unless prior permission has been granted by Seller.

7. Determination of Quantity and Quality

7.1 Buyer shall supply, operate and maintain, or cause to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG Ship, as well as pressure and temperature measuring devices and all other measurement or testing devices that are incorporated in the structure of such LNG Ship or customarily maintained on board ship.

7.2 Seller shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting continuous samples and for determining quality and composition of the delivered LNG and all other measurement or testing devices that are necessary to perform the measurement and testing required hereunder at Seller’s Facilities.

7.3 Each device provided for in this Paragraph C.7 shall be of a design that has been proven in service in an existing LNG trade, unless otherwise agreed by the Parties as provided below. Any devices provided for in this Paragraph C.7 not previously used in an existing LNG trade shall be chosen by agreement of the Parties and shall be such as are, at the time of selection, the most accurate and reliable in their practical application. The required degree of accuracy of such devices shall be agreed upon and verified by the Parties in advance of their use, and such degree of accuracy shall be verified by an independent surveyor or independent surveyors. All such devices shall be subject to approval by classification societies or by the appropriate governmental authority of the country in which the Discharge Port is located and/or the country in which the Loading Port is located, as applicable.

7.4 The Parties shall cooperate closely in the design, selection and acquisition of devices to be used for measurements and tests under this Paragraph C.7 so that, as far as possible, measurements and tests may be conducted in either United States units of measurement or metric units of measurement. In the event that it becomes necessary to make measurements and tests using different systems or units of measurement, the Parties shall establish mutually agreed conversion tables. Measurement devices shall be calibrated in the United States units or metric units set out in the table below:

Measurement	United States Units	Metric Units
Volume:	Standard Cubic Feet	Cubic metres
Temperature:	Degrees Fahrenheit	Degrees Celsius
Pressure: (State whether absolute or gauge)	Pounds per square Inch or inches of mercury	Kilograms per square Centimetre, bars, millibars, kilopascals or millimetres of mercury
Length:	Feet	Metres
Weight:	Pounds	Kilograms
Density:	Pounds per cubic foot	Kilograms per cubic metre

7.5 Buyer shall furnish to Seller, or cause Seller to be furnished with, a certified copy of tank gauge tables as described in Paragraph F.1 for each tank of the LNG Ship.

7.6 Volumes of LNG delivered at the Delivery Point pursuant to a Confirmation Notice shall be determined by gauging the LNG in the tanks of the LNG Ship(s) immediately before and after loading. Gauging the liquid in the tanks of the LNG Ship(s) and the measuring of liquid temperature, vapour temperature and vapour pressure in each LNG tank and the trim and list of the LNG Ship(s) and atmospheric pressure shall be performed, or caused to be performed, by Buyer before and after loading. Copies of gauging and measurement records shall be furnished to Seller, and in the absence of manifest error, shall be conclusive. Gauging devices shall be selected, and measurements shall be effected, in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraphs F.1, F.2 and F.3.

- 7.7 Representative samples of the LNG delivered at the Delivery Point shall be obtained or caused to be obtained by Seller and provided to Buyer in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraph F.4. Such sample shall be analysed, or caused to be analysed by Seller, in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraph F.5 in order to determine the Btu content, the molar fraction of the hydrocarbons and other components in the sample.
- 7.8 The quantity of Btus loaded at the Loading Port shall be calculated by Seller in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraph F.5 and shall be verified by an independent surveyor or independent surveyors.
- 7.9 All measurements, gauging and analyses provided for in Paragraphs C.7.6 to C.7.8 above shall be witnessed and verified by an independent surveyor or independent surveyors. Prior to effecting such measurements, gauging and analyses, the Party responsible for such operations shall notify the representative of the other Party and the independent surveyor(s), allowing such representative and independent surveyor(s) a reasonable opportunity to be present for all operations and computations; provided, however, that the absence of either or both of the representative of the other Party or the independent surveyor after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of the verifications by the independent surveyor(s) shall be made available promptly to each Party. All records of measurements and the computation results shall be preserved by the Party responsible for effecting such measurements and held available to the other relevant Party for a period of not less than one (1) year after such measurements and computations have been completed, or if longer until any dispute between the Parties relating in any way to such measurements and computations has been finally resolved (by agreement or arbitration or otherwise).
- 7.10 Each relevant Party shall test and verify the accuracy of the applicable gauging devices at intervals to be agreed between the Parties. In the case of gauging devices on the LNG Ship(s), such tests and verifications shall take place during scheduled dry-docking periods. Each Party, at its own cost and risk, shall have the right to inspect at any time the gauging devices installed by the other Party, provided that the other Party shall be notified reasonably in advance. Testing shall be performed using methods recommended by the manufacturer or any other method agreed upon by Seller and Buyer. Tests shall be witnessed and verified by an independent surveyor or independent surveyors. Either Party shall have the right to have representatives present to witness measurements, sampling and testing of devices and LNG.
- 7.11 Permissible tolerances shall be as set forth in the Terminal Rules or, in the absence of such tolerances, as set forth in Paragraphs F.1 and F.2. Where the inaccuracy of a device is found to exceed the permissible tolerances, the device, if possible, shall be adjusted accordingly and recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error that is definitely known or agreed by the Parties. All the invoices issued during such period of error shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between Buyer and Seller. In the event that the period of error is neither known nor agreed, corrections shall be made for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device. However, the provisions of this Paragraph C.7.11 shall not be applied to require the modification of any disputed invoice that has been finally resolved pursuant to Clause 11.6.
- 7.12 All costs and expenses for testing and verifying measurement devices shall be borne by the Party who is testing or verifying the devices being tested and verified unless the testing is conducted at the request of the other Party and such testing does not disclose errors or inaccuracies which require correction in such measurement devices, in which event, the Party requesting such testing or verification shall bear such costs; provided, however, that representatives of the Parties attending such tests and verifications shall do so at the cost and risk of the Party they represent.

- 7.13 Each Party shall be entitled to appoint an independent surveyor and bear their own fees and charges for the purposes of this Paragraph C.7 unless the Parties mutually agree to jointly appoint an independent surveyor and bear the fees and charges equally.
- 7.14 To the extent of any discrepancies between the measurements and test results determined by the Parties and the independent surveyor(s), the determination of the independent surveyor(s) shall prevail. If the Parties have each appointed an independent surveyor under Paragraph C.7.13 and the independent surveyors do not jointly agree on a determination, either Party may notify the other Party of such disagreement and the Parties shall refer such dispute to an Expert pursuant to Clause 16.2.

SCHEDULE D: BUYER'S FACILITIES, LNG SHIPS AND DISCHARGE – DAP DELIVERIES

1. Buyer's Facilities Obligations

1.1 Buyer warrants that Buyer's Facilities shall:

- (a) be of appropriate design and sufficient capacity to enable the unloading, storage and processing of LNG in accordance with a Confirmation Notice;
- (b) meet all applicable requirements and regulations, which are in force at the applicable Confirmation Date, for reception of each LNG Ship and unloading of LNG under the applicable Confirmation Notice; and
- (c) include the following:
 - (i) berthing facilities that comply with International Standards and are capable of receiving each approved LNG Ship and for which Buyer has used due diligence to ensure that such LNG Ship can safely reach fully laden, lie safely berthed and discharge safely afloat at all times and from which such LNG Ship can safely depart;
 - (ii) unloading facilities capable of receiving LNG at an approximate rate of ten thousand (10,000) cubic metres per hour at a normal operating pressure;
 - (iii) a vapour return system of sufficient capacity to transfer to each approved LNG Ship quantities of Natural Gas necessary for the safe unloading of LNG at such rates, pressures and temperatures required by the design of such LNG Ship and/or good operating practice with respect to such LNG Ship;
 - (iv) LNG storage tanks of adequate capacity to receive and fully store the relevant LNG Cargo upon arrival of each approved LNG Ship;
 - (v) appropriate systems for necessary email, facsimile, telephone and radio communications with each approved LNG Ship; and
 - (vi) emergency shut-down systems.

2. LNG Ship Rights and Obligations

- 2.1 Seller shall, at its sole expense, at all times throughout the period of supply of LNG, provide, maintain, and operate or cause to be provided, maintained and operated in good working order the LNG Ship(s) specified in the applicable Confirmation Notice, so that it is able to fulfil its obligations under the related Confirmation Notice.
- 2.2 Unless expressly stated otherwise in the applicable Confirmation Notice, the LNG Ship(s) specified in the applicable Confirmation Notice shall be deemed (i) to have been approved by Buyer and Seller and (ii) to be compatible with Buyer's Facilities and Seller's Facilities.
- 2.3 If Buyer has reserved the right in the applicable Confirmation Notice to inspect and approve such LNG Ship(s) specified in the applicable Confirmation Notice, such inspection shall be performed in a timely manner and such approval shall not be unreasonably withheld or delayed.
- 2.4 Seller may at any time before the commencement of the Arrival Window, propose to Buyer to use a substitute LNG ship ("**Substitute LNG Ship**") of sufficient cargo capacity to deliver the relevant LNG Cargo. Buyer shall have the right to inspect and approve the Substitute LNG Ship, and such approval shall not be unreasonably withheld, conditioned or delayed. Upon notice of approval by Buyer, such

approved Substitute LNG Ship shall become the LNG Ship associated with the relevant LNG Cargo for all purposes under a Confirmation Notice including, but not limited to, Paragraph D.0.

- 2.5 LNG Ship inspections pursuant to: (i) Paragraph D.2.3 shall be at Buyer's expense; and (ii) Paragraph D.2.4 shall be at Seller's expense, unless necessitated by any act or omission of Buyer. Any such inspection shall not relieve Seller of any obligations it has to Buyer pursuant to Paragraphs D.2.7 and D.2.8.
- 2.6 Seller shall not make or permit any modification of an approved LNG Ship after the relevant Confirmation Date as a result of which the LNG Ship would cease to be acceptable to, or compatible with, Buyer's Facilities.
- 2.7 If an approved LNG Ship should prove not to be acceptable or not to be compatible with Buyer's Facilities, the Parties shall consult and cooperate with a view to agreeing upon a course of action which will permit the obligations under the Confirmation Notice to be performed. Provided that Seller is not in breach of its obligations under Paragraph D.2.6, any modification required in order to make an approved LNG Ship acceptable or compatible with Buyer's Facilities shall be for the account of Buyer.
- 2.8 Seller shall ensure that, at the relevant Confirmation Date, each LNG Ship shall be:
- (a) of a maximum and minimum gross volumetric capacity and with partial filling limits (if applicable) as set forth in the Confirmation Notice and with sufficient cargo capacity and tolerances to load the relevant LNG Cargo;
 - (b) equipped with appropriate systems for communication with the Discharge Port and Buyer's Facilities, including all ship-shore communication systems normally required for the discharge of LNG;
 - (c) insured by reputable insurers (or self-insured if owned by Seller or one of its Affiliates) for hull and machinery risks and entered with a P&I Club to a level and extent which is not less than would generally be taken out for an LNG ship by a Reasonable and Prudent Operator;
 - (d) equipped with adequate facilities for mooring, unmooring and handling LNG at Buyer's Facilities;
 - (e) constructed and maintained in accordance with the rules and regulations of, and maintained in class with, a member of the International Association of Classification Societies that has prior experience in classifying LNG ships, and in compliance with applicable treaties, laws of the country of vessel registry, and any other laws, recommendations and guidelines with which a Reasonable and Prudent Operator of LNG ships would comply;
 - (f) operated in compliance with International Standards and applicable laws of the country of vessel registry, including (x) those that relate to seaworthiness, design, safety, environmental protection, navigation, and other operational matters, and (y) all permits and approvals from governmental authorities for LNG ships that are required for the transportation and discharge of LNG at the Discharge Port;
 - (g) manned with skilled and competent operators, officers and crew who (x) are suitably qualified, trained and experienced in international LNG ship operations and qualified to a minimum of IMO standards, (y) are able to communicate with regulatory authorities and operators at Buyer's Facilities in written and spoken English, and (z) have subscribed to a policy, reasonably acceptable to Buyer, precluding the use of drugs or alcohol aboard an LNG ship;
 - (h) operated in accordance with a plan that is consistent with the IMO's Ship/Shore Safety Checklist for discharging LNG and which has been agreed in writing with Buyer before the commencement of unloading operations; and

- (i) in possession of a current operational OCIMF Ship Inspection Report (“SIRE”), that until completion of unloading and departure from the Unloading Port shall be no more than six (6) months old.
- 2.9 Prior to the execution of any Confirmation Notice, Buyer shall provide Seller with a copy of the applicable Terminal Rules then in effect. Seller shall either comply with the relevant Terminal Rules as provided by Buyer, or shall have obtained the necessary waiver(s) (whether such waivers are obtained before or after the applicable Confirmation Date).
- 2.10 Seller represents and warrants that as at the applicable Confirmation Date each LNG Ship will meet or has obtained valid waivers in respect of all applicable governmental or port authority requirements for operation in the waters of the country of the Discharge Port as well as all applicable international requirements which are then in force at the applicable Confirmation Date.
- 2.11 Seller shall ensure that the master, or other representative of Transporter executes any conditions of use (or similar document) that is required by the Discharge Port or Buyer’s Facilities in connection with the berthing of the LNG Ship, provided that such obligations and liability limits are applied on a non-discriminatory basis to all LNG ships using such Discharge Port and Buyer’s Facilities and are acceptable to the International Group of Protection and Indemnity Associations, in either case in the ordinary course and on commercially reasonable terms.
- 2.12 Buyer shall provide Seller with all reasonable assistance in securing the services of tugs, pilots, escort vessels or other support vessels as the LNG Ship may require, all at such prices and on such terms as are no less favourable to those offered to other LNG ships using the Discharge Port (“Marine Services”). The use of Marine Services in connection with the berthing and unberthing of an LNG Ship shall be at Seller’s sole risk and expense, save that where the LNG Ship has to shift berth at any time for reasons not attributable to the fault of the LNG Ship then the expense shall be for Buyer’s account. .
- 3. Discharge Port Operations**
- 3.1 Buyer shall operate, or cause to be operated, the receiving terminal so as to permit unloading of each LNG Ship as quickly and efficiently as reasonably possible, and shall cooperate in prompt servicing and departure of such LNG Ship pursuant to the unloading schedule set forth in the applicable Confirmation Notice.
- 3.2 Seller shall berth each LNG Ship or cause it to be berthed as safely and expeditiously as reasonably possible in cooperation with Buyer. In accordance with the unloading schedule set forth in the applicable Confirmation Notice, Buyer and Seller shall cooperate to commence unloading or cause it to be commenced upon completion of berthing and to complete unloading or cause it to be completed as safely and expeditiously as reasonably possible.
- 3.3 Buyer and Seller shall use reasonable endeavours to avoid any conflict with other LNG ships in berthing an LNG Ship at Buyer’s Facilities. If an LNG Ship arrives and tenders NOR at the Discharge Port within its Arrival Window, such LNG Ship shall have priority over other LNG ships except in the case that any other LNG ship, having arrived and tendered notice of readiness within its scheduled arrival window is already waiting to load and/or unload due to Adverse Weather or Force Majeure. Buyer shall use reasonable endeavours to cause the operator of the Discharge Port facilities to accept as soon as possible an LNG Ship that arrives and tenders NOR at the Discharge Port prior to or after the Arrival Window. If an LNG Ship and another LNG ship are due to arrive at the Discharge Port at a similar time and both vessels are outside their respective arrival windows, then the normal shipping industry practice of “first come, first served” shall apply.
- 3.4 Seller shall cause each LNG Ship to be discharged at the Discharge Port as fully as is safely and reasonably practicable after taking into account the maximum amount of the LNG Cargo that can practically be discharged (within the operational tolerance established by the master of the LNG Ship and the operator of Buyer’s Facilities).

3.5 During unloading of each LNG Cargo, Buyer's Facilities shall return to the LNG Ship Natural Gas in such quantities as are necessary for the safe unloading of the LNG at such rates, pressures and temperatures as may be required by the LNG Ship.

3.6 Seller shall cause each LNG Ship to depart as safely and expeditiously as reasonably possible from the berth after completion of unloading in cooperation with Buyer.

4. Notices of LNG Ship Movements and Characteristics of LNG Cargoes

4.1 With respect to each LNG Cargo to be delivered to Buyer pursuant to the Confirmation Notice, Seller shall give, or cause the master of the relevant LNG Ship to give, to Buyer, the following notices:

- (a) a first notice, which shall be sent either upon the departure (for the Discharge Port) of the LNG Ship from the Loading Port, or as early as reasonably possible and which shall set forth the time and date of departure, and the estimated time of arrival of the LNG Ship at the Discharge Port (the "ETA"). If this ETA changes by more than twelve (12) hours, notice of the corrected ETA shall promptly be given to Buyer;
- (b) thereafter, a second, third, fourth and fifth notice, updating or confirming the ETA, which shall be sent at one hundred and sixty-eight (168), seventy two (72), forty-eight (48) and twenty-four (24) hours prior to arrival at the Discharge Port (respectively). If the ETA changes by more than six (6) hours for the second, third or fourth notices or by more than one (1) hour for the fifth notice, notice of the corrected ETA shall promptly be given to Buyer;
- (c) a final notice, which shall be sent six (6) hours prior to arrival at the Discharge Port; and
- (d) notice of readiness when the LNG Ship has arrived at the PBS and the LNG Ship is in all respects ready to berth and to unload LNG ("NOR").

The notices referred to above shall be sent by email.

4.2 Seller's notice under Paragraph D.4.1(a) shall state the estimated volume, expressed in cubic metres, of LNG which is to be unloaded from the LNG Ship at Buyer's Facilities and any operational deficiencies with respect to the LNG Ship that may affect its port performance. Each further notice given by Seller under Paragraph D.4.1 shall include details of any significant change in such information since the last such notice was given.

5. Demurrage and Excess Boil-off at Discharge Port

5.1 Laytime used in unloading an LNG Ship ("**Used Laytime**") shall begin to count upon the earlier of (i) the LNG Ship being all fast in the berth, (ii) six (6) hours after the tendering of a valid NOR (provided the LNG Ship tenders NOR within the applicable Arrival Window) or (iii) 0600 hours Local Time on the first day of the applicable Arrival Window (provided the LNG Ship tendered a valid NOR prior to the Arrival Window) and shall end when the last unloading arm is disconnected and the LNG Ship is cleared for departure and able to depart. If the LNG Ship tenders a valid NOR outside the applicable Arrival Window, while Buyer shall exercise reasonable endeavours to berth the LNG Ship as soon as possible, Used Laytime shall only commence once the LNG Ship is all fast at the berth.

5.2 The period of Allowed Laytime at the Discharge Port shall be as set forth in the applicable Confirmation Notice.

5.3 In the event Used Laytime exceeds Allowed Laytime, Buyer shall pay to Seller (i) demurrage at the daily rate set forth in the applicable Confirmation Notice and (ii) an amount of excess boil-off for the relevant LNG Cargo equal to:

Contract Price x gross volumetric cargo capacity of the LNG Ship x daily Deemed Boil-off Rate in the applicable Confirmation Notice x the number of days (or pro rata for part thereof) the Used Laytime exceeds the Allowed Laytime

The Parties undertake that the demurrage and excess boil-off payments under this Paragraph D.5.3 constitute the sole and exclusive compensation payable if the unloading of an LNG Ship has not been completed within the Allowed Laytime. However, if such delay also affects the delivery of subsequent LNG Cargoes to Buyer scheduled in accordance with the Confirmation Notice, Seller and Buyer shall consult in good faith to modify the Arrival Window in respect of such subsequent LNG Cargoes under that Confirmation Notice so as to facilitate delivery of such LNG Cargoes.

- 5.4 Solely for the computation of demurrage and excess boil-off to be paid by Buyer (and not in relation to a Failure to Take or Failure to Deliver), any time lost as a result of any of the following shall be added to Allowed Laytime:
- (a) reasons attributable to the fault of Seller, the Transporter, the LNG Ship or its master, crew, owner or operator;
 - (b) Force Majeure;
 - (c) 50% of Adverse Weather; and
 - (d) time before berthing during which normal operation at the Discharge Port is prohibited by law, regulation, order or decree.
- 5.5 Without prejudice to Seller's right to receive demurrage and excess boil-off in accordance with Paragraph D.5.3, if any problem occurs or is foreseen to occur so as to cause delay to an LNG Ship in berthing, unloading and/or departing which results or is expected to result in Used Laytime exceeding Allowed Laytime, Buyer and Seller shall discuss the problem in good faith and use their reasonable endeavours to minimise such delay and, at the same time, cooperate with each other to identify measures which can be adopted to minimise or to avoid the occurrence of any similar delay in the future.
- 5.6 Seller shall invoice Buyer pursuant to Clause 11.3 for amounts due under Paragraph D.5.3 and shall provide the relevant documents and calculations in support of such amount, and Buyer shall pay such invoice in accordance with the terms of Clause 11.4.1.3.
- 5.7 An LNG Ship shall not use boil-off or displacement gas as fuel during unloading unless prior permission has been granted by Seller.

6. Determination of Quantity and Quality

- 6.1 Seller shall supply, operate and maintain, or cause to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG Ship, as well as pressure and temperature measuring devices and all other measurement or testing devices that are incorporated in the structure of such LNG Ship or customarily maintained on board ship.
- 6.2 Buyer shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting continuous samples and for determining quality and composition of the delivered LNG and all other measurement or testing devices that are necessary to perform the measurement and testing required hereunder at Buyer's Facilities.
- 6.3 Each device provided for in this Paragraph D.6 shall be of a design that has been proven in service in an existing LNG trade, unless otherwise agreed by the Parties as provided below. Any devices provided for in this Paragraph D.6 not previously used in an existing LNG trade shall be chosen by agreement of the Parties and shall be such as are, at the time of selection, the most accurate and reliable in their practical application. The required degree of accuracy of such devices shall be agreed upon and verified by the

Parties in advance of their use, and such degree of accuracy shall be verified by an independent surveyor or independent surveyors. All such devices shall be subject to approval by classification societies or by the appropriate governmental authority of the country in which the Discharge Port is located and/or the country in which the Loading Port is located, as applicable.

- 6.4 The Parties shall cooperate closely in the design, selection and acquisition of devices to be used for measurements and tests under this Paragraph D.6 so that, as far as possible, measurements and tests may be conducted in either United States units of measurement or metric units of measurement. In the event that it becomes necessary to make measurements and tests using different systems or units of measurement, the Parties shall establish mutually agreed conversion tables. Measurement devices shall be calibrated in the United States units or metric units set out in the table below:

Measurement	United States Units	Metric Units
Volume:	Standard Cubic Feet	Cubic metres
Temperature:	Degrees Fahrenheit	Degrees Celsius
Pressure:	Pounds per square	Kilograms per square Centimetre,
(State whether absolute or gauge)	Inch or inches of mercury	bars, millibars, kilopascals or millimetres of mercury
Length:	Feet	Metres
Weight:	Pounds	Kilograms
Density:	Pounds per cubic foot	Kilograms per cubic metre

- 6.5 Seller shall furnish to Buyer, or cause Buyer to be furnished with, a certified copy of tank gauge tables as described in Paragraph F.1 for each tank of the LNG Ship.
- 6.6 Volumes of LNG delivered at the Delivery Point pursuant to the Confirmation Notice shall be determined by gauging the LNG in the tanks of the LNG Ship(s) immediately before and after unloading. Gauging the liquid in the tanks of the LNG Ship(s) and the measuring of liquid temperature, vapour temperature and vapour pressure in each LNG tank and the trim and list of the LNG Ship(s) and atmospheric pressure shall be performed, or caused to be performed, by Seller before and after unloading. Copies of gauging and measurement records shall be furnished to Buyer, and in the absence of manifest error, shall be conclusive. Gauging devices shall be selected, and measurements shall be effected, in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraphs F.1, F.2 and F.3.
- 6.7 Representative samples of the LNG delivered at the Delivery Point shall be obtained or caused to be obtained by Buyer and provided to Seller in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraph F.4. Such sample shall be analysed, or caused to be analysed by Buyer, in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraph F.5 in order to determine the Btu content, the molar fraction of the hydrocarbons and other components in the sample.
- 6.8 The quantity of Btus unloaded at the Discharge Port shall be calculated by Buyer in accordance with the procedures set forth in the Terminal Rules or, in the absence of such procedures, with the procedures set forth in Paragraph F.5 and shall be verified by an independent surveyor or independent surveyors.
- 6.9 All measurements, gauging and analyses provided for in Paragraphs D.6.6 to D.6.8 above shall be witnessed and verified by independent surveyor(s). Prior to effecting such measurements, gauging and analyses, the Party responsible for such operations shall notify the representatives of the other Party and the independent surveyor(s), allowing such representative and independent surveyor(s) a reasonable opportunity to be present for all operations and computations; provided, however, that the absence of either or both of the representative of the other Party or the independent surveyor(s) after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of the verifications by the independent surveyor(s) shall be made available promptly to each Party. All records of measurements and the computation results shall be preserved

by the Party responsible for effecting such measurements and held available to the other relevant Party for a period of not less than one (1) year after such measurements and computations have been completed, or if longer until any dispute between the Parties relating in any way to such measurements and computations has been finally resolved (by agreement or arbitration or otherwise).

- 6.10 Each relevant Party shall test and verify the accuracy of the applicable gauging devices at intervals to be agreed between the Parties. In the case of gauging devices on the LNG Ship(s), such tests and verifications shall take place during scheduled dry-docking periods. Each Party, at its own cost and risk, shall have the right to inspect at any time the gauging devices installed by the other Party, provided that the other Party shall be notified reasonably in advance. Testing shall be performed using methods recommended by the manufacturer or any other method agreed upon by Buyer and Seller. Tests shall be witnessed and verified by an independent surveyor or independent surveyors. Either Party shall have the right to have representatives present to witness measurements, sampling and testing of devices and LNG.
- 6.11 Permissible tolerances shall be as set forth in the Terminal Rules or, in the absence of such tolerances, as set forth in Paragraphs F.1 and F.2. Where the inaccuracy of a device is found to exceed the permissible tolerances, the device, if possible, shall be adjusted accordingly and recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error that is definitely known or agreed by the Parties. All the invoices issued during such period of error shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between Seller and Buyer. In the event that the period of error is neither known nor agreed, corrections shall be made for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device. However, the provisions of this Paragraph D.6.11 shall not be applied to require the modification of any disputed invoice that has been finally resolved pursuant to Clause 11.6.
- 6.12 All costs and expenses for testing and verifying measurement devices shall be borne by the Party who is testing or verifying the devices being tested and verified unless the testing is conducted at the request of the other Party and such testing does not disclose errors or inaccuracies which require correction in such measurement devices, in which event, the Party requesting such testing or verification shall bear such costs; provided, however, that representatives of the Parties attending such tests and verifications shall do so at the cost and risk of the Party they represent.
- 6.13 Each Party shall be entitled to appoint an independent surveyor and bear their own fees and charges for the purposes of this Paragraph D.6 unless the Parties mutually agree to jointly appoint an independent surveyor and bear the fees and charges equally.
- 6.14 To the extent of any discrepancies between the measurements and test results determined by the Parties and the independent surveyor(s), the determination of the independent surveyor(s) shall prevail. If the Parties have each appointed an independent surveyor under Paragraph D.6.13 and the independent surveyors do not jointly agree on a determination, either Party may notify the other Party of such disagreement and the Parties shall refer such dispute to an Expert pursuant to Clause 16.2.

SCHEDULE E: DETAILS OF ADDRESSES

1. For **Party A**

Attention: LNG Department
Address: Trafigura Pte Ltd
C/O Trafigura Pte Ltd, Singapore, Branch Office Geneva
1 Rue De Jargonnant
1207 Geneva- Switzerland
Phone: +41225946900
Email: LNGST@trafigura.com / lng@trafigura.com

2. For **Party B**

Attention: []
Address: []
Phone: []
Email: []

SCHEDULE F: MEASUREMENT, SAMPLING AND TESTING

The procedures for determination of the LNG quantity delivered shall be those specified in the relevant Terminal Rules. Should no Terminal Rules be in force, the procedure and guidelines specified below shall be applicable for determining such LNG quantity delivered.

1. Tank Gauge Tables

- 1.1 Prior to the utilization of any LNG Ship, the relevant Party shall (a) in the case of an LNG Ship the tanks of which have never been calibrated, arrange for such tanks to be calibrated for volume against level by an industry recognised authority agreed by the Parties or (b) in the case of an LNG Ship the tanks of which have previously been calibrated, provide evidence of such calibration by an industry recognized authority agreed by the Parties.
- 1.2 Calibration of the tanks shall be prepared in accordance with methods described in ISO 10976 and the latest edition of the LNG Custody Transfer Handbook as published by GIIGNL.
- 1.3 Calibration certificates shall state that the tank tables are determined with an uncertainty less than 0.2%.

2. Selection of Gauging Devices**2.1 Liquid Level Gauging Devices**

- (a) Each LNG tank of each LNG Ship shall be equipped with a main and an auxiliary liquid level gauging device.
- (b) The measurement uncertainty of the main liquid level gauging devices shall be +/-7.5 millimetres and of the auxiliary liquid level gauging devices shall be +/- 10 millimetres.
- (c) Corrections from list, trim, temperature and LNG density shall be taken to determine the liquid level before and after unloading.

2.2 Temperature Gauging Devices

- (a) Each LNG tank of each LNG Ship shall be equipped with a minimum of four (4) temperature gauging devices located on or near the vertical axis of such LNG tank. These temperature sensors shall have 100% back up redundancy in the form of spare sensors, for emergency use mounted adjacent to such temperature sensors.
- (b) The measurement uncertainty of the temperature gauging devices shall, under normal operations, be less than 0.3°C for liquid (LNG) and 1.5°C for vapour phase.

2.3 Pressure Gauging Devices

- (a) Each LNG tank of each LNG Ship shall have one absolute pressure gauging device.
- (b) The measurement accuracy of the pressure gauging device shall be plus or minus one percent (+/- 1%) of full-scale.

2.4 Verification of Accuracy of Gauging Devices

- (a) Gauging devices shall be verified for accuracy, and any inaccuracy of a device exceeding the permissible tolerance shall require correction of recordings and computation in accordance with the terms of Paragraphs C.7.11 or D.6.11, as applicable.

3. Measurement Procedures

3.1 The quantity in cubic metres and the temperature and the pressure of the delivered LNG shall be measured with the LNG Ship instrumentation in accordance with the methods described in ISO 10976 and the latest edition of the LNG Custody Transfer Handbook as published by GIIGNL.

4. Determination of LNG Composition

4.1 The custody transfer sample of the delivered LNG is determined (i) in the case of an FOB delivery, utilizing Seller's Facilities' sampling system and (ii) in the case of a DAP delivery, utilizing Buyer's Facilities' sampling system, in either case in accordance with ISO 8943 and the latest edition of the LNG Custody Transfer Handbook as published by GIIGNL.

4.2 During custody transfer, separate secondary samples will be collected as per the respective terminal procedures and retained on behalf of Seller and Buyer for a minimum of thirty (30) days.

4.3 The compositional analyses of the composite samples shall be determined by a gas chromatograph method mutually agreed upon by Seller and Buyer on the basis of GPA 2261 or ISO 6974.

4.4 The vapour return during the delivery operations shall be taken into account in the energy balance. The mean composition of the vapour phase return to the ship shall be determined (i) in the case of an FOB delivery, utilizing Seller's Facilities' instrumentation and (ii) in the case of a DAP delivery, utilizing Buyer's Facilities' instrumentation in either case in accordance with ISO 8943 and the latest edition of the LNG Custody Transfer Handbook as published by GIIGNL or determined by other means or taken as constant determined by experience.

5. Determination of Quantity of LNG Delivered

5.1 LNG Density

- (a) The LNG density shall be calculated by using the Klosek McKinley method from ISO 6578-1991.
- (b) The molar mass shall be determined by using the method in ISO 6976-1995, units of density shall be in kg/m³ and calculation results shall be given with 0.01 significant figures.

5.2 Gross Heating Value

(a) Gross Heating Value (Mass)

The Gross Heating Value (Mass) shall be calculated by use of the method ISO 6976-1995 with combustion reference conditions of fifteen degrees Celsius (15°C) and units of MJ/kg and 0.001 significant figures.

(b) Gross Heating Value (Volumetric)

The Gross Heating Value (Volumetric) shall be calculated by use of the method ISO 6976-1995 with combustion reference conditions of fifteen degrees Celsius (15°C) and metering reference conditions of fifteen degrees Celsius (15°C) at 101.325 kPa for ideal gas, stated in units of MJ/m³ and 0.001 significant figures.

5.3 Quantity Delivered

- (a) The quantity of the energy delivered shall be calculated in accordance with the formula provided in ISO 10976 and the latest edition of the LNG Custody Transfer Handbook as published by GIIGNL.

- (b) For the purpose of this calculation the quantity of energy is expressed in MMBtus, rounded to two (2) decimal places.

SCHEDULE G: STANDBY LETTER OF CREDIT

From: Issuing Bank
To: Advising Bank

Dear Sirs,

By order of and for the account of [_____] ("**Applicant**"), we hereby issue our irrevocable Standby Letter of Credit No. [_____] (the "**Standby Letter of Credit**") in favour of [_____] ("**Beneficiary**").

This Standby Letter of Credit shall be issued for value of up to [USD] [_____] valid for the period commencing on [_____] and expiring on [_____] , and shall be available for payment at the counters of the Advising Bank at sight against the following documents:

- a. A copy of a signed demand from the Beneficiary which shall include a statement that the amount demanded represents a payment which has not been made to the Beneficiary by the Applicant within the terms of the respective LNG Master Sale and Purchase Agreement and/or Confirmation Notice(s) between the Beneficiary and the Applicant and which is legally and properly past due; and
- b. A copy of the unpaid commercial invoice(s).

Special Conditions:

1. Partial and multiple drawings are allowed.
2. Except as otherwise expressly provided herein, this Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) ICC Publication No. 600.
3. All Issuing Bank charges are for the account of the Applicant. All Advising Bank charges (if any) are for the account of the Beneficiary.
4. The presentation of the documents specified in paragraph 1 in fax / email / pdf / SWIFT form is acceptable.
5. This Standby Letter of Credit shall take effect in accordance with its terms but such terms shall not alter, add to or in any way affect the LNG Master Sale and Purchase Agreement or Confirmation Notice(s) to which this Standby Letter of Credit relates.
6. Any payment effected by the Applicant in favour of the Beneficiary through the Issuing Bank and referring to this Standby Letter of Credit will automatically reduce / cancel the amount available under this Standby Letter of Credit.
7. We hereby agree with you that presentation of the documents specified in paragraph 1 in compliance with the terms of this Standby Letter of Credit will be duly honoured on presentation to us no later than the expiry date of this Standby Letter of Credit.
8. This Standby Letter of Credit shall be governed by and construed in accordance with English law. Any dispute arising out of or in connection with this Standby Letter of Credit, including any question regarding its existence, validity, or termination and any non-contractual obligations arising out of or in connection with this Standby Letter of Credit, shall be submitted to the exclusive jurisdiction of the High Court in London.

SCHEDULE H: PARENT COMPANY GUARANTEE**ON DEMAND GUARANTEE**

This On Demand Guarantee ("**Guarantee**") is made the [_____] day of [_____] 20[_____] with effect from the [_____] day of [_____] 20[_____] between [_____] , a company incorporated under the laws of [_____] whose registered address is at [_____] (the "**Guarantor**") and [_____] , a company incorporated under the laws of [_____] , whose registered address is at [_____] (the "**Beneficiary**").

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and in consideration of the Beneficiary entering into and continuing to enter into certain commodity transactions with [_____] , a company incorporated under the laws of [_____] whose registered address is at [_____] (the "**Counterparty**"), collectively the "**Transactions**", the Guarantor hereby irrevocably and unconditionally guarantees that the Guarantor will, within three (3) business days of a demand in writing by the Beneficiary to the Guarantor, including a statement indicating in what respect the Counterparty is in breach of its obligations under the Transactions, pay all moneys and discharge all liabilities which subject to clause 9 shall at any time or times be due or owing to the Beneficiary by the Counterparty pursuant to the Transactions (the "**Guaranteed Amounts**").
2. The obligations of the Guarantor hereunder shall be as primary obligor and not merely as surety and such obligations shall be in addition to and independent of any other security which the Beneficiary may at any time hold. Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred in respect of the Guarantor upon the Beneficiary by this Guarantee or by law shall be discharged impaired or otherwise affected by: (a) any insolvency, liquidation, dissolution, administration, receivership or reorganisation ("**Insolvency Event**") of the Counterparty or any material change in the status, function, control or ownership of the Counterparty; (b) any release, waiver, time or other indulgence being granted or agreed to be granted to the Counterparty by the Beneficiary; (c) any amendment to or variation, waiver or release of any obligation of the Counterparty to the Beneficiary; (d) any other act, event, circumstance or omission (whether or not known to the Beneficiary) which but for this clause 2 might operate to discharge, impair or otherwise affect any of the obligations of the Guarantor herein contained or any of the rights powers or remedies conferred upon the Beneficiary under this Guarantee or by law; or (e) any change of control or sale of the Counterparty.
3. The Guarantor must not assert as against the Counterparty any right of subrogation in respect of any money paid to the Beneficiary until the Beneficiary has received satisfaction of the whole of the Guaranteed Amounts.
4. If an Insolvency Event occurs with respect to the Counterparty, the Guarantor must not prove in the bankruptcy or liquidation in competition with the Beneficiary in respect of any money paid by the Guarantor under this Guarantee or in respect of any other amount applied by the Beneficiary in reduction of the Guarantor's liability under this Guarantee or otherwise until the Beneficiary has received satisfaction of the whole of the Guaranteed Amounts.
5. The Beneficiary shall not be obliged before exercising any of the rights powers or remedies conferred upon it in respect of the Guarantor by this Guarantee or by law: (a) to make a demand on the Counterparty; (b) to take any action or obtain judgment in any court against the Counterparty; (c) to make or file any claim or proof in a winding-up or dissolution of the Counterparty; or (d) to enforce or seek to enforce any security taken in respect of any of the obligations of the Counterparty.
6. The Guarantor hereby warrants, represents and undertakes to the Beneficiary that: (a) it is duly incorporated and has full power to enter into and perform its obligations under this Guarantee and all necessary corporate shareholder and other action to enable it to execute deliver and perform the same has been taken and no limitation on its powers to borrow or give guarantees have been exceeded as a

result of this Guarantee; (b) this Guarantee has been validly created and constitutes a valid and legally binding obligation on the Guarantor enforceable in accordance with its terms; and (c) the creation of this Guarantee and the performance and observance of the obligations hereunder does not: (i) contravene any existing applicable law or regulation to which it is subject; (ii) conflict with or result in any breach of any of the terms of or constitute a default under any agreement to which it is a party or is subject or by which it or any of its property is bound; or (iii) contravene or conflict with any provision of its memorandum and articles of association or its other constitutional documents.

7. This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of any part of any sum or sums of money owing as aforesaid but shall be a continuing security and, subject to clause 9 shall extend to cover any sum or sums of money which shall for the time being constitute the Guaranteed Amounts. If the Guarantor cannot pay in the currency specified in the Transactions due to a legal or other impediment beyond its control, it may pay in an alternative appropriate currency.
8. Any notice, demand or other communication given under this Guarantee shall be in writing and sent by pre-paid first class letter post or delivered by hand addressed to the address of the party set out above or to such other address as such party may notify in writing to the other in accordance with this clause. Any such notice shall be deemed to have been received by the party to whom it is addressed five (5) business days after posting in the case of notice given by pre-paid first class letter post or if sent by hand upon delivery.
9. Notwithstanding any other provision hereof, the maximum aggregate liability of the Guarantor under this Guarantee shall not exceed [US\$] [figures] ([words] United States dollars) but subject to such limitation and to clause 10 the liability of the Guarantor shall be coextensive with the liability of the Counterparty to the Beneficiary.
10. [This Guarantee shall automatically expire on [] (the “**Expiry Date**”) whether or not this original instrument is returned to the Guarantor for cancellation. Upon the Expiry Date, this Guarantee shall be released and discharged absolutely save that the Guarantor shall remain liable to the Beneficiary under the terms hereof for all obligations of the Counterparty incurred towards the Beneficiary prior to such Expiry Date.]

OR

[This Guarantee is a continuing guarantee and shall remain in full force and effect until such time as it is revoked as provided herein. The Guarantor may revoke this Guarantee at any time by written notice given to the Beneficiary, such notice to be deemed effective on the 15th (fifteenth) day after the date of receipt or deemed receipt of such notice or at such later date as may be specified in such notice; provided, however, that such revocation shall not limit or terminate this Guarantee in respect of any Guaranteed Amounts which shall have been incurred in the normal course of business between the Beneficiary and the Counterparty prior to the effectiveness of such revocation.]

11. This Guarantee and the benefits thereof shall not be assigned without the prior written consent of the Guarantor and the Counterparty, such consent not to be unreasonably withheld or delayed.
12. [This Guarantee replaces guarantee number [] issued by the Guarantor on the [] and covers all the Guaranteed Amounts outstanding between the Beneficiary and the Counterparty as if this Guarantee were in place when such liabilities were incurred.]
13. The Guarantor hereby appoints [] whose registered address is at [] as its agent for service of process in respect of any proceedings arising hereunder. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor). If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall forthwith appoint a substitute acceptable to the Beneficiary and give notice to the Beneficiary of the new agent’s name and address.
14. This Guarantee shall be governed by and construed in accordance with English law.

15. [Any dispute arising out of or in connection with this Guarantee (including any dispute in relation to the existence, validity or termination of any agreement, and including any non-contractual obligations arising out of or in connection with this Guarantee) shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (the “**LCIA**”) under the LCIA’s Arbitration Rules (the “**Rules**”) in force at the time of commencement of the arbitration proceedings. The tribunal shall consist of three arbitrators, one to be nominated by Guarantor, one by Beneficiary, and the third by the two so appointed. The seat of the arbitration shall be London, England. The arbitration shall be conducted and the award rendered in English.]

OR

[Any dispute arising out of or in connection with this Guarantee (including any dispute in relation to the existence, validity or termination of any agreement, and including any non-contractual obligations arising out of or in connection with this Guarantee) shall be submitted to the exclusive jurisdiction of the High Court in London.]

IN WITNESS of which this Guarantee was executed and is delivered as a deed and takes effect from the day and year first above written.

Executed as a deed by [] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY] [a director OR its secretary]

.....

Signature

Director

.....

Signature

[Director OR Secretary]