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10-159-NB

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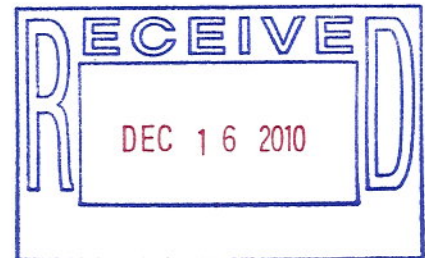
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**PUBLIC VERSION**  
**PRIVILEGED INFORMATION REMOVED**  
**FOR CONFIDENTIAL TREATMENT**

December 16, 2010

Mr. Robert Corbin  
Manager, Natural Gas Regulatory Activities  
Office of Oil & Gas Global Security and Supply  
Office of Fossil Energy (FE-34)  
U.S. Department of Energy  
Room 3E-033  
Forrestal Building  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585



Re: Application of ExxonMobil LNG Supply LLC to Import Liquefied Natural Gas  
from the State of Qatar

Dear Mr. Corbin:

Pursuant to Section 3 of the Natural Gas Act and Part 590 of the regulations of the Department of Energy ("DOE"), we transmit the Application of ExxonMobil LNG Supply LLC ("EMLNG") for long-term authorization to import liquefied natural gas (LNG) to the United States from the State of Qatar. We also transmit, in payment of the filing fee, a check for \$50 payable to the Treasury of the United States.

EMLNG respectfully requests that DOE issue an order granting EMLNG's Application on or before February 1, 2010. Prompt action of this Application is necessary to ensure that EMLNG will be able to commence imports upon the commencement of service of the Golden Pass LNG import terminal, which is expected to occur at approximately that time.

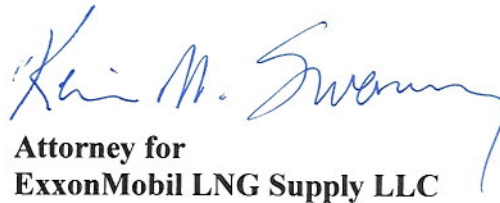
This Application attaches the relevant Sale and Purchase Agreement ("SPA") as required under Section 590.202(e) of the DOE regulations. EMLNG respectfully submits that the SPA contains highly sensitive commercial information eligible for exemption from public disclosure

pursuant to Section 1004.10(b) (4) of the DOE regulations. Disclosure of this information is likely to cause substantial harm to the competitive position of EMLNG.

Accordingly, EMLNG is providing an "original" of the Application with the SPA clearly marked "Contains Confidential Information – Do Not Release." In addition, EMLNG is providing three additional copies of the Application in which the confidential information has been redacted from the SPA. These additional copies are marked "Privileged Information Removed for Confidential Treatment."

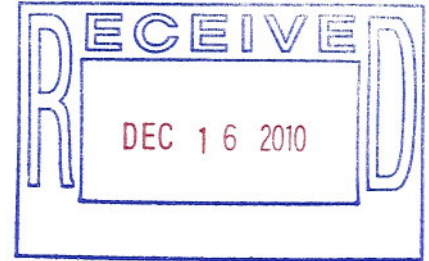
EMLNG reserves its rights under Section 1004.11(c) of the DOE regulations to receive notice before any disclosure of any of the confidential information, and to be allowed an opportunity to submit its views with respect to such disclosure. EMLNG further requests that DOE return the unredacted copy of the SPA submitted with the original of the Application to EMLNG following final action on the application.

Respectfully submitted,



**Attorney for**  
**ExxonMobil LNG Supply LLC**

**UNITED STATES OF AMERICA  
BEFORE THE  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY**



**ExxonMobil LNG Supply LLC**

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**FE Docket No**

**10-159-LNG**

**APPLICATION OF EXXONMOBIL LNG SUPPLY LLC  
FOR LONG-TERM AUTHORIZATION TO  
IMPORT LIQUEFIED NATURAL GAS  
FROM THE STATE OF QATAR**

Kimberly D. Pilcher  
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December 16, 2010

**UNITED STATES OF AMERICA  
BEFORE THE  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY**

**ExxonMobil LNG Supply LLC**

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**FE Docket No.**

**10-159-LNB**

**APPLICATION OF EXXONMOBIL LNG SUPPLY LLC  
FOR LONG-TERM AUTHORIZATION TO  
IMPORT LIQUEFIED NATURAL GAS  
FROM THE STATE OF QATAR**

Pursuant to Section 3 of the Natural Gas Act, as amended,<sup>1</sup> and Part 590, Subpart B of the Regulations of the Department of Energy, Office of Fossil Energy (“OFE”),<sup>2</sup> ExxonMobil LNG Supply LLC (“EMLNG”) hereby submits this Application for Long-Term Authorization to Import Liquefied Natural Gas (“LNG”) from the state of Qatar for a term of 26 years commencing on February 1, 2010, pursuant to an executed Sale and Purchase Agreement (“SPA”) between EMLNG and Ras Laffan Liquefied Natural Gas Company Limited (3) (“RL3”), as more fully described herein. In support of this Application, EMLNG respectfully shows as follows:

**I.  
CORRESPONDENCE AND COMMUNICATIONS**

Correspondence and communications regarding this Application should be addressed to the following.

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<sup>1</sup> 15 U.S.C. 717b (2006).

<sup>2</sup> 10 C.F.R. §§ 590.201, *et seq.*



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## **II. BACKGROUND**

EMLNG is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 800 Bell Street, Houston, Texas 77002. EMLNG is an indirect wholly owned subsidiary of Exxon Mobil Corporation, a corporation organized under the laws of the State of New Jersey, with its principal place of business in Irving, Texas. Upon the grant of the authority requested herein, EMLNG will be engaged in the business of importing LNG to the United States from the State of Qatar.

## **III. LONG-TERM AUTHORIZATION REQUESTED**

EMLNG requests long-term authorization to import LNG from the State of Qatar effective January 18, 2010, pursuant to the terms of the SPA. EMLNG and RL3 have entered into the SPA, which contains the agreement between EMLNG and RL3 for the importation of LNG into the United States, including the term, quantity, and determination of price.

Pursuant to the terms of the SPA, EMLNG will purchase LNG from RL3 for importation into the United States. Upon importation, EMLNG will sell the LNG and the natural gas

resulting from vaporization of the LNG to various third parties in the regular course of business. EMLNG anticipates that the point of entry for importation of LNG into the United States will be primarily the LNG import terminal owned and operated by Golden Pass LNG Terminal, LLC, (“GPLNG”) located near the town of Sabine Pass, Texas, approximately ten miles south of Port Arthur.<sup>3</sup> However, EMLNG may import LNG to other existing LNG receiving facilities in the United States, as well as LNG terminals that may be constructed in the future.

The Scope of the Project. Importation of LNG pursuant to the SPA will commence on the “Start Date,”<sup>4</sup> and shall continue for a term of 26 years. The Start Date is currently estimated to be on or after February 1, 2011. Accordingly, EMLNG requests that the DOE/FE grant the authorization to commence on February 1, 2011, to ensure that it has authorization to import LNG contemporaneously with the in-service date of the GPLNG Terminal. EMLNG will purchase LNG from RL3 in an amount up to the annual contract quantity of up to approximately 406 Bcf.

Participants. RL3, the supplier of the natural gas to be imported, was formed in 2005 to produce LNG and related products. RL3 is one of several joint ventures formed in association with RasGas Company Limited (“RasGas”) a Qatari Joint Stock Company established in 2001 by Qatar Petroleum and ExxonMobil, which are 70% and 30% shareholders respectively.

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<sup>3</sup> The Golden Pass LNG Terminal was approved by the Federal Energy Regulatory Commission (“FERC”) in 2005. *Golden Pass LNG Terminal LP and Golden Pass Pipeline LP*, 112 FERC ¶ 61,041 (2005) (“Certificate Order”), *amended*, *Golden Pass Pipeline LP*, 117 FERC ¶ 61,015, and 117 FERC ¶ 61,332 (2006). The construction of the Terminal is nearing completion, and commissioning activities are underway. Construction of Golden Pass Pipeline LLC (“GPPL”) is essentially complete, except for injection of linepack and commissioning. These activities are ongoing at this time.

<sup>4</sup> The “Start Date” is defined in the SPA. In general, it shall be the later of (a) the date on which GPLNG has determined that Phase 1 of the GPLNG Terminal is complete, commissioned and ready to accept commercial deliveries of LNG from EMLNG, and (b) January 1, 2011.

RasGas has developed extensive facilities for the extraction, storage, processing and export of LNG and entered into long-term agreements to supply customers around the globe, including Korea, India, Italy, Spain, Taiwan, Belgium and the United States.

As discussed above, EMLNG will purchase LNG from RL3 and import it under this authorization.

Source of Supplies. The gas reserves supporting this import during the term of the requested authorization will be produced from Qatar's North Field, the largest non-associated natural gas field in the world, with recoverable reserves of more than 900 trillion standard cubic feet. RL3 owns LNG Trains 6 and 7, which are currently being constructed.<sup>5</sup> Trains 6 and 7 will each have capacity to produce 7.8 Mta of LNG and approximately 50,000 bpd of condensate. RL3's customers will include the United States and Asian market.

Terms. The price EMLNG will pay RL3 for the LNG it purchases under the SPA is determined by a formula based on published natural gas index prices appropriate for the receiving terminal. Because the contract price will be linked to appropriate published price indices, the import arrangement is and will remain competitive over the life of the project and is otherwise not inconsistent with the public interest. EMLNG has requested the authorization for a term of 26 years, which corresponds to the term of the SPA. The SPA is attached to this Application.<sup>6</sup>

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<sup>5</sup> Ras Laffan owns Trains 1 and 2; Ras Laffan II owns Trains 3, 4 and 5.

<sup>6</sup> Pursuant to Section 590.202(e) of the DOE/FE regulations, EMLNG has requested confidential treatment of commercially sensitive information contained in the SPA. Accordingly, the public version of this Application contains the SPA in redacted form.



#### **IV. ENVIRONMENTAL IMPACT**

EMLNG intends to use existing facilities for the importation of the LNG for which it requests authorization. As discussed above, EMLNG intends principally to use the GPLNG Terminal for gas imported to the United States. The FERC has approved the construction and operation of the GPLNG Terminal, including an environmental review. Consequently, granting this Application will not constitute a federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act.<sup>7</sup>

#### **V. THE PUBLIC INTEREST**

Section 3 of the NGA provides that an import or export of natural gas must be authorized unless there is a finding that it “will not be consistent with the public interest.”<sup>8</sup> Section 3(c) expressly provides that importation of LNG “shall be deemed to be consistent with the public interest, and applications for such importation or exportation shall be granted without modification or delay.”<sup>9</sup> The long-term import authorization sought by EMLNG herein meets the Section 3(c) criterion. Consequently, it is consistent with the public interest.

#### **VI. REPORTING REQUIREMENTS**

In accordance with DOE/FE Order No. 2464,<sup>10</sup> EMLNG will comply with the reporting requirements set forth below as a condition to receiving the requested long-term import

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<sup>7</sup> 42 U.S.C. §§ 431, *et seq.* (2000).

<sup>8</sup> 15 U.S.C. § 717b(a) (2006).

<sup>9</sup> 15 U.S.C. § 717b(c) (2006).

<sup>10</sup> *Procedural Order Eliminating Quarterly Reporting Requirement and Amending Monthly Reporting Requirement for Natural Gas and Liquefied Natural Gas Import/Export Authorization Holders*, 73 Fed. Reg. 6944 (February 6, 2008)



authorization:

A. Within two weeks following the receipt of the first LNG cargo at the point of entry into the United States, EMLNG will provide written notification to DOE/FE of the date on which the first LNG import occurred.

B. EMLNG will file a report with the Office of Natural Gas Regulatory Activities within 30 days following the last day of each calendar month indicating whether imports occurred. Monthly reports shall be filed whether or not initial deliveries have begun. If imports and/or exports have not occurred, a report of “no activity” for that month shall be filed. If imports have occurred, the report shall provide the following details: (1) the name of the U.S. receiving terminal; (2) the name of the LNG tanker; (3) the date of arrival at the U.S. receiving terminal; (4) the country of origin; (5) the name of the supplier/seller; (6) the volume in Mcf; (7) the landed price per MMBtu at the point of import; (8) the duration of the supply agreement (indicate spot purchases); (9) the name(s) of the purchaser(s), and (10) the geographic market served (listing state(s), U.S. Census Region(s), or general U.S. geographic area(s)).

## **VII. CORPORATE POWER OF APPLICANT**

In accordance with Section 590.202(c) of the DOE/FE regulations, 10 C.F.R. § 590.202(c) (2010), EMLNG provides as Exhibit A to this Application a statement, including a signed opinion of legal counsel, showing that the proposed import is within the corporate powers of EMLNG.

## **VIII. RELATED REGULATORY PROCEEDINGS**

EMLNG’s request for long-term import authorization is not being considered by any other Federal or state agency, including other offices or departments within DOE. As discussed

above, the FERC approved the construction and operation of the GPLNG import terminal and the GPPL pipeline in 2005.

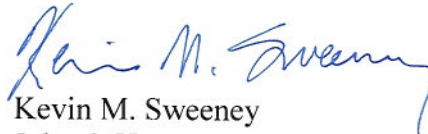
## **IX. CONCLUSION**

WHEREFORE, for the foregoing reasons, EMLNG respectfully requests that OFE grant this Application for long-term import authorization from the state of Qatar for a term of 26 years.

Respectfully Submitted,

Kimberly D. Pilcher  
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Houston, Texas 77002  
(713) 656-7122

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**Attorneys for  
ExxonMobil LNG Supply LLC**

Dated: December 16, 2010

**APPENDIX A**

**OPINION OF COUNSEL UNDER 10 C.F.R. § 590.202(C) (2010)**

December 14, 2010

Mr. Robert Corbin  
Manager, Natural Gas Regulatory Activities  
Office of Oil & Gas Global Security and Supply  
Office of Fossil Energy (FE-34)  
U.S. Department of Energy  
Room 3E-033  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

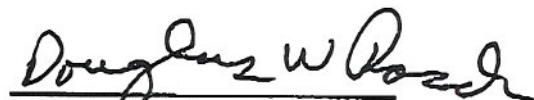
Re: Application of ExxonMobil LNG Supply LLC to Import Liquefied Natural Gas  
from the State of Qatar

This opinion is submitted pursuant to 10 C.F.R. 590.202(c) of the Department of Energy administrative procedures. The undersigned is counsel to ExxonMobil LNG Supply LLC ("EMLNG") with regard to the referenced application to import liquefied natural gas into the United States.

I have reviewed the corporate documents of EMLNG. It is my opinion that the proposed import of liquefied natural gas is within EMLNG's corporate powers.

This opinion is submitted solely for purposes of this Application, and may not be relied upon by the Office of Fossil Energy, or by any other governmental entity, or any person, for any other purpose.

Respectfully submitted,

  
Douglas W. Rasch  
Attorney for  
ExxonMobil LNG Supply LLC



## VERIFICATION

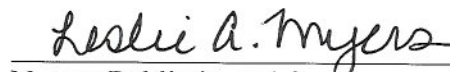
District of Columbia

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Kevin M. Sweeney, declares before me on this date and says that he is an attorney for ExxonMobil LNG Supply LLC, the applicant in this document; that she/he is authorized to verify the foregoing document pursuant to 10 C.F.R. § 590.103; that he has examined the statements contained therein and that all such statements are true and correct to the best of her/his knowledge, information and belief; and that he is the duly authorized representative of ExxonMobil LNG Supply LLC.

  
Kevin M. Sweeney

SUBSCRIBED and SWORN TO before me, a Notary Public, this day: December 16,  
2010

  
Notary Public in and for the  
District of Columbia

My Commission Expires: 4/14/12

## **APPENDIX B**

LONG TERM LIQUEFIED NATURAL GAS SALE AND PURCHASE  
AGREEMENT (CFR)

between

RAS LAFFAN LIQUEFIED NATURAL GAS COMPANY LIMITED (3)

and

EXXONMOBIL LNG SUPPLY LLC

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**PRIVILEGED INFORMATION REMOVED**  
**FOR CONFIDENTIAL TREATMENT**

**LONG TERM LIQUEFIED NATURAL GAS SALE AND PURCHASE  
AGREEMENT (CFR)**

**between**

**RAS LAFFAN LIQUEFIED NATURAL GAS  
COMPANY LIMITED (3)**

**and**

**EXXONMOBIL LNG SUPPLY LLC**

**Dated OCTOBER 31, 2010**

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**SCHEDULES**

- A LNG Vessel Requirements
- B Specification
- C Measurement and Testing
- D Price Indices and Index Price Adjustors
  
- F Notional Cost Component Details, Provisional Invoicing and Monthly and Annual Reconciliation

Exhibit A – Form of Notice and Acknowledgment

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THIS LONG TERM LIQUEFIED NATURAL GAS SALE AND PURCHASE AGREEMENT is executed on this 3<sup>rd</sup> day of October, 2010 (the "Effective Date"), by and between Ras Laffan Liquefied Natural Gas Company Limited (3), a company incorporated and existing under the laws of the State of Qatar (the "Seller"), and ExxonMobil LNG Supply LLC, a limited liability company organized and existing under the laws of the State of Delaware, United States (the "Buyer").

## WHEREAS

- (A) The Seller wishes to sell and the Buyer wishes to purchase certain quantities of LNG subject to the terms and conditions set out in this Agreement;
- (B)

NOW THEREFORE it is agreed as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Defined Terms

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

"Accessible Market" has the meaning specified in clause (d) of Section 14.10.1;

"Additional Annual Quantities" or "AAQ<sub>y</sub>", with respect to a particular Contract Year, has the meaning specified in Section 7.2.5;

"Adjusted" has the meaning specified in Section 4.4.2 of Schedule F;

"Adjusted Annual Fixed Charges" or "AAFC<sub>y</sub>", with respect to a particular Contract Year, has the meaning specified in Section 5.2.3 of Schedule F;

"Adverse Weather Conditions" means weather and/or sea conditions affecting a LNG Vessel that are sufficiently severe either:

- (a) to delay or prevent such LNG Vessel (whether before or after reaching the Unloading Point) from proceeding to berth, unloading or departing from berth in accordance with the weather and sea restrictions prescribed in published rules and regulations in effect at the Unloading Port or Receiving Terminal or by order of the relevant port authority or terminal operator; or
- (b) to cause an actual determination by the Master of such LNG Vessel that it is unsafe for such LNG Vessel to proceed to berth, unload or depart from berth;

which Adverse Weather Conditions shall cease upon (i) the reasonable determination of the relevant port authority (if applicable) and terminal operator (if applicable) that such weather and/or sea conditions are no longer sufficiently severe to so delay or prevent such LNG Vessel from proceeding to berth, unloading or departing from berth, and (ii) the actual determination by the Master of such LNG Vessel that it is safe for such LNG Vessel to proceed to berth or depart from berth;

"Affiliate" in relation to a Party means any person which directly or indirectly (a) controls such Party, (b) is controlled by such Party, or (c) is controlled by a person which directly or indirectly controls such Party; where 'control' means the right either to exercise not less than 50 percent of the voting rights at a general meeting of the relevant person or to appoint not less than one half by number of

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the directors of such person;

**"Agreement"** means this Long Term Liquefied Natural Gas Sale and Purchase Agreement, including the Schedules and Exhibits hereto, as the same may be amended, modified, varied or supplemented from time to time in accordance with Section 21.5.4;

**"Allowed Laytime"** has the meaning specified in Section 10.5.1;

**"Annual Contract Quantity"** or **"ACQ<sub>y</sub>"**, with respect to a particular Contract Year, has the meaning specified in Section 6.1.1;

**"Annual Delivery Program"** has the meaning specified in clause (d) of Section 7.1.1;

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**"Auditor"** has the meaning specified in clause (a) of Section 15.8.2;

**"British Thermal Unit" or "Btu"** means the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 59 degrees Fahrenheit to 60 degrees Fahrenheit at an absolute pressure of 14.696 pounds per square inch;

**"Business Day"** means, in relation to a Party which receives a Notice or other communication or is required to make a payment pursuant to this Agreement, any day starting at 00:00 hours local time in the country of such Party's primary business office other than (a) for the Seller, Fridays and Saturdays, (b) for the Buyer, Saturdays and Sundays, and (c) for either Party, the national holidays of such country and any other day on which the banks in such country are closed for business;

**"Buyer"** has the meaning specified in the preamble to this Agreement;



**"Buyer's Facilities"** means the facilities that the Buyer is required to cause to be constructed, provided and made available, operated and maintained in accordance with Section 4.2, including all modifications, alterations, replacements and additions thereto, but not including:

- (a) any pipeline or other facility (downstream of the Downstream Point of Connection) connected to the Pipeline, or
- (b) any facilities by which any pipeline or facility within clause (a) of this definition is connected to the Pipeline at a Pricing Point (or any other point of connection);

**"Cargo"** means a cargo of LNG transported by a LNG Vessel loaded (partially or fully) with a quantity of LNG (in MMBtu) as determined by the Seller, taking into account such LNG Vessel's capacity, the safe filling limits of such LNG Vessel, boil-off and heel requirements and other relevant considerations;

**"Completion of Unloading"** means, with respect to a particular Cargo, the disconnection of the flange coupling of the discharge manifold of the LNG Vessel that transported such Cargo from the flange coupling on the unloading line at the Receiving Terminal following unloading of the LNG Vessel;

**"Contract Month"** means a calendar month that occurs during any Contract Year;

**"Contract Quarter"** means a quarter that occurs during any Contract Year;

**"Contract Supply Period"** means the period commencing on the Start Date and ending on the End Date;

**"Contract Year"** means, subject to Section 5.3, a period (within the Contract Supply Period) commencing 1 January in any year and ending 31 December in the same year;

**"CTMS"** has the meaning specified in Section 13.1.1;

**"Customary Anchorage Location"** means, with respect to a particular shipment of LNG by a LNG Vessel pursuant to this Agreement, one of the customary anchorage locations off the Receiving Terminal where such LNG Vessel might anchor if the Master of such LNG Vessel so reasonably decides or if such LNG Vessel arrives at the Pilot Boarding Station but is instructed by the operator of the Receiving Terminal or port authority to proceed to such customary anchorage location.

**"Dispute"** has the meaning specified in Section 20.2.1;

**"Due Date"** has the meaning specified in Section 15.4.1;

**"Effective Date"** has the meaning specified in the preamble to this Agreement;

**"Effective Arrival Time"**, with respect to a particular shipment of LNG by a LNG Vessel pursuant to this Agreement, has the meaning specified in Section 10.3.3;

**"End Date"** means 1 May 2035;

**"Expert"** means a person appointed as expert in accordance with Section 20.3.1;

**"Exxon Mobil Corporation"** means Exxon Mobil Corporation, a New Jersey corporation;

**"FERC"** means the Federal Energy Regulatory Commission or any regulatory agency(ies) that is the successor to the Federal Energy Regulatory Commission;

**"First Contract Year"** has the meaning specified in clause (a) of Section 5.3.1;

**"Force Majeure"** has the meaning specified in Section 18.1.2;

**"Fuel Allowances"** has the meaning specified in Section 4.1.1 of Schedule F;

**"Gas Daily"** has the meaning specified in clause (b) of Section 1.3 of Schedule D;

**"Gas Day"** means a period of 24 consecutive hours coextensive with a "Day" as defined in the FERC gas tariff of the Pipeline Company (which period as of the Effective Date begins at 9:00AM on one day and ends at 9:00AM on the immediately following day), with the date of such Gas Day being the day upon which such Gas Day begins;

**"Governmental Authority"** means (a) any of the governments of the United States and/or the State of Qatar and any political subdivision or agency or instrumentality (either executive, legislative or judicial) thereof, and (b) as to LNG Vessels, any international, national, port, transportation, local or other authority with whose laws or regulations the Buyer, the Seller or Transporter is obligated to comply;

**"Gross Heating Value"** means the quantity of heat, expressed in British Thermal Units, produced by the complete combustion in air of one cubic foot of anhydrous Natural Gas, at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.696 pounds per square inch, with the air at the same temperature and pressure as the Natural Gas, after cooling the products of the combustion to the initial temperature of the Natural Gas and air and after condensation of the water formed by combustion;

**"Guarantee"** means the Guarantee dated as of the Effective Date executed and delivered by the Guarantor, the Seller, Qatar Petroleum, QPRL3 and RasGas Company Limited;

**"Implementation Procedures"** has the meaning specified in Section 21.6.1;

**"Inside FERC"** has the meaning specified in clause (a) of Section 1.3 of Schedule D;

**"Last Contract Year"** has the meaning specified in clause (b) of Section 5.3.1;

**"LIBOR"** means, as of any date of determination, the British Bankers' Association London Inter Bank Offering Rate for 30 day deposits of US\$ which appear on the Reuters Screen LIBO Page (i.e., the display designated as Page "LIBO" on the Reuters Monitor Money Rates Service or such other page as may replace the LIBO page on such service for the purpose of displaying London Interbank offered rates of major banks) at approximately 11:00AM London time, or, if this rate is not available, then the rate quoted for 30 day US\$ deposits by JP Morgan Chase Bank or its successor at approximately 11:00AM (London time), or, if this rate is not available, then the arithmetic mean (rounded upward, if necessary, to the next higher 1/10,000 of 1%) of the respective rates quoted for 30 day US\$ deposits by each bank chosen by each of the Parties (one from each Party) at approximately 11:00AM (London time), in any case, as in effect on the day following a payment Due Date;

**"Liquefied Natural Gas" or "LNG"** means Natural Gas in a liquid state, at or below its boiling point and at a pressure of approximately one atmosphere;

**"LNG Vessel"** means a LNG vessel provided or to be provided by the Seller for the transportation of LNG in accordance with this Agreement, including the vessels listed in Part 2 of Schedule A, and in the context of a particular delivery of LNG, a reference to a LNG Vessel is to the LNG Vessel by which such LNG is to be transported;

**"Loading Facility"** means (a) with respect to LNG produced from the Gas Supply Area, the facilities for the loading of LNG vessels which form part of the Seller's Facilities and (b) with respect to LNG supplied from sources other than the Gas Supply Area pursuant to Section 3.2.2, the loading facility for such LNG specified in the Notice delivered pursuant to Section 3.2.2;

**"Make-up Contract Year"** has the meaning specified in clause (a) of Section 5.3.3;

**"Make-up Extension Period"** has the meaning specified in clause (b) of Section 6.3.2;

**"Make-up Quantities"** has the meaning specified in clause (a) of Section 6.3.1;

**"Master"** means the master of a LNG Vessel;



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**"Missing Values"** has the meaning specified in clause (b) of Section 1.2 of Schedule D;

**"MMBtu"** means one million Btu;

**"MMTA"** means one million MT per annum;

**"MT"** means metric ton;

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

**"Ninety-Day Schedule"** has the meaning specified in Section 7.1.4;

**"Nm<sup>3</sup>"** means normal cubic meter, being the quantity of Natural Gas which at zero degrees Celsius and at an absolute pressure of 1.01325 bar and free of water vapor occupies the volume of one cubic meter;

**"Notice"** has the meaning specified in Section 21.1.1;

**"Notice of Readiness"** has the meaning specified in clause (a) of Section 10.5.2;

**"Offspec LNG"** has the meaning specified in Section 12.2.1;

**"Party"** means either the Buyer or the Seller (as appropriate) and **"Parties"** means both of them;

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**"Phase 1"** means the terminal facilities described in Part 1 of the description of the "Golden Pass Facility" in Annex I of the Terminal Capacity Agreement;

**"Pilot Boarding Station"** means the pilot boarding station off the Receiving Terminal;

**"Pipeline"** means the Natural Gas pipeline owned by the Pipeline Company known as the Golden Pass Pipeline, which connects to the Receiving Terminal at the Downstream Point of Connection and extends approximately 69 miles to an interstate interconnection near Starks, Louisiana, as more specifically described in the Pipeline Company's FERC gas tariff;

**"Pipeline Base Annual Capacity"** means 1,152,000 MMBtu per day (which is the "Contracted Capacity" under the Pipeline Transportation Agreement);

**"Pipeline Company"** means Golden Pass Pipeline LLC, a Delaware limited liability company;

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**"Port Charges"** means all charges of whatsoever nature payable to the port authority or any other Governmental Authority at the Unloading Port (including rates, fees, expenses, tolls and dues of every description) incurred by a LNG Vessel while entering or leaving the Unloading Port and calling at the Receiving Terminal, but excluding any charges downstream of the Unloading Point;



**"Quantity Delivered"** means, with respect to a particular Cargo, the net quantity (in MMBtu) of LNG unloaded from the LNG Vessel that transported such Cargo, determined in accordance with Article 13, subject to Section 8.3.3;

**"Receiving Terminal"** means the LNG receiving terminal known as the Golden Pass LNG Terminal as more specifically described in Section 3.3.1;

**"Records"** has the meaning specified in clause (h) of Section 15.8.2;

**"Relevant Costs"**, with respect to Offspec LNG, has the meaning specified in clause (a) of Section 12.2.5;

**"Right of Audit"** means a right of the Seller to have any matter examined and verified in accordance with Section 15.8;

**"Rounding Quantity"** or **"RQ<sub>y</sub>"**, with respect to a particular Contract Year, has the meaning specified in Section 7.5.1;

**"Rules"** has the meaning specified in Section 20.2.1;

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**"Scheduled Arrival Period"** means the scheduled one day period for arrival of a LNG Vessel at the Pilot Boarding Station or Customary Anchorage Location specified in the Annual Delivery Program then in effect;

**"Scheduled Maintenance"** means maintenance, inspection and/or drydocking (as applicable) of the Seller's Facilities, the Buyer's Facilities and/or the LNG Vessels that is scheduled in advance of the Contract Year in which it is carried out;

**"Seller"** has the meaning specified in the preamble to this Agreement;

**"Seller's Facilities"** means the Natural Gas production, transmission, compression, processing, treatment and liquefaction facilities, LNG storage and loading facilities, and LNG vessel berthing facilities located at \_\_\_\_\_ in the State of Qatar (including wells and related facilities, Natural Gas field production facilities (whether located onshore or offshore), pipelines, LNG trains, storage tanks, infrastructure, utilities, berthing and loading facilities), that the Seller shall have constructed, or caused to have been constructed, and shall own, operate and maintain, or shall have arranged for the use throughout the Supply Period, and including any modifications, alterations or additions to the foregoing as the Seller may make or arrange for from time to time during the Supply Period;

**"Specification"** means the specification of LNG set out in Schedule B;

**"SQ"** has the meaning specified in Section 14.6.2;

**"Standard Cargo Content"**, with respect to a particular LNG Vessel, has the meaning specified in Section 7.4.1;

**"Standard Cubic Foot"** or **"scf"** means, when applied to Natural Gas, the quantity of Natural Gas, free of water vapor, occupying a volume of one cubic foot at a temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.696 pounds per square inch;

**"Start Date"** has the meaning specified in Section 5.2.1;

**"Supply Period"** means the Contract Supply Period and (for the purposes of the supply of Make-up Quantities) the Make-up Extension Period, if any;

**"Swap Notice"** has the meaning specified in Section 3.2.3;

**"Take-or-Pay Quantity"**, with respect to a particular Contract Year, has the meaning specified in Section 6.2.1;

**"Taxes"** means any and all taxes, levies, royalties, rates, duties, fees or other charges whatsoever imposed (without regard to the manner of collection or assessment, whether by withholding or otherwise) by any Governmental Authority, including any and all income taxes, goods and services taxes, capital gains taxes, property taxes, excise taxes, value-added taxes or taxes related to environmental effects of exploring for, producing, processing, transporting, storing, supplying, selling or consuming LNG sold pursuant to this Agreement (including any carbon tax), and also including any and all penalties, fines and additions to tax and any and all interest that may be imposed for underreporting, failure to report or late filing of returns or reports for any Taxes;

**"Term"** has the meaning specified in Section 2.1.1;

**"Terminal Commercial Operations Date"** has the meaning specified in clause (a) of Section 5.2.1;

**"Terminal Company"** means Golden Pass LNG Terminal LLC,

**"Third Party"** means any person other than a Party;

**"Train 6"** means the Natural Gas processing and liquefaction train owned by the Seller designated as "Train 6" and associated facilities located at Ras Laffan Industrial City, in the State of Qatar with a nominal name plate capacity of 7.8 MMTA;

**"Train 7"** means the Natural Gas processing and liquefaction train owned by the Seller designated as "Train 7" and associated facilities located at Ras Laffan Industrial City, in the State of Qatar with a nominal name plate capacity of 7.8 MMTA;

**"Transporter"** means the owner and/or operator of a LNG Vessel;

**"United States"** means the United States of America;

**"Unloading Point"** means the point at which the flange coupling of the unloading line at the Receiving Terminal joins the flange coupling of the discharge manifold of a LNG Vessel;

**"Unloading Port"** means the port at which the Receiving Terminal is located;

**"U.S. GAAP"** means U.S. generally accepted accounting principles, consistently applied;

**"US\$" means the lawful currency of the United States;**

"Used Laytime" has the meaning specified in Section 10.5.2;

"Wholly Owned Affiliate" means:

- (a) in relation to the Buyer: (i) Exxon Mobil Corporation, the ultimate parent corporation of the Buyer, and (ii) any person (not being a natural person) in which the Buyer or the ultimate parent corporation of the Buyer now or hereafter owns or controls, directly or indirectly, 100 percent of the shareholding entitled to vote in the election of directors or, if there is no such shareholding, 100 percent of the equity of such person; and

(b)

"Wobbe Index" means Gross Heating Value divided by the square root of relative density, where relative density is the mass of a volume of the Natural Gas divided by the mass of an equal volume of dry standard air, both gases being at the same standard conditions of temperature and pressure.

## 1.2 Interpretation

1.2.1 In this Agreement unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice-versa;
- (b) a reference to a person includes any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof;
- (c) references to Articles, Sections, clauses, Schedules and Exhibits are to Articles, Sections, clauses, Schedules and Exhibits of this Agreement;
- (d) references to times of day are to local time at the Unloading Port;
- (e) references to dates are to dates in the Gregorian calendar;
- (f) references to days are to calendar days at the Unloading Port (unless Business Day is specified);
- (g) references to a quarter means any three month period commencing 1 January, 1 April, 1 July and 1 October in any year;
- (h) in any reference to a period of days or Business Days after a given day (day 'D'), the first day or (as the case may be) Business Day of the period is the day immediately following day 'D';
- (i) "including", "include" or "includes" means "including without limitation";
- (j) references to the delivery of LNG are to the delivery of such LNG at the Sale and Purchase Point and references to the taking (or taking delivery) of LNG are to the taking (or taking delivery) of LNG at the Sale and Purchase Point;



- (k) references to the unloading or receiving of a Cargo or LNG are to the unloading or receiving of such Cargo or LNG at the Unloading Point, and includes the deemed unloading of a Cargo or LNG pursuant to Section 8.3.3;
- (l) references to the crossing by a LNG Vessel of the U.S. Waters Entry Point are to the foremost part of such LNG Vessel crossing the U.S. Waters Entry Point, and references to the crossing by a LNG Vessel of the U.S. Waters Exit Point are to the aftermost part of such LNG Vessel crossing the U.S. Waters Exit Point;
- (m) references to the time of unloading of a Cargo are to the Completion of Unloading of such Cargo, and references to a Cargo unloaded in a period, Contract Month or a Contract Year are to a Cargo for which the Completion of Unloading occurred during such period, Contract Month or such Contract Year;
- (n) terms defined in the TCA or PTA and not otherwise defined in this Agreement shall have the meanings specified in the TCA or PTA (as the case may be); and
- (o) references to a Party shall include such Party's permitted successors or assigns.

1.2.2 The table of contents and headings to Articles, Sections, Schedules and Exhibits are inserted for convenience of reference only and shall not affect the construction of this Agreement.

## 2 TERM OF THE AGREEMENT

### 2.1 Duration

2.1.1 Subject to Section 2.2, the term of this Agreement (the "Term") shall commence on the Effective Date, and (unless terminated sooner by either Party in accordance with this Agreement) shall remain in full force until (i) if there is not a Make-up Contract Year, the end of the Last Contract Year or (ii) if there is a Make-up Contract Year, the end of the Make-up Contract Year.

### 2.2 Expiration or Termination

2.2.1 Section 21.2 shall survive the expiration or earlier termination of this Agreement, howsoever caused, for a period of five years from the date of such expiration or earlier termination.

2.2.2 Section 8.6 shall survive the expiration or earlier termination of this Agreement for the period of the then statute of limitations applicable to the losses, damages and injuries covered by Section 8.6 (and for so long thereafter as is necessary to fully satisfy all obligations under Section 8.6 in respect of any claim or injury of which the indemnifying Party has received Notice prior to the end of such period), and Article 16 shall survive the expiration or earlier termination of this Agreement for the period of the then statute of limitations applicable to the Taxes covered by Article 16 (and for so long thereafter as is necessary to fully satisfy all obligations under Article 16 in respect of any Taxes covered thereby of which the indemnifying Party has received Notice prior to the end of such period).

2.2.3 The expiration or termination for any reason of this Agreement shall be without prejudice to the obligations, rights and remedies of the Parties accrued prior to such expiration or termination, including the obligation of either Party to pay any amounts due and payable (or that may become due and payable pursuant to Article 15 and Schedules D and F in respect of LNG delivered prior to such expiration or termination).

2.2.4 The provisions of this Section 2.2, Sections 21.5.2, 21.5.3, 21.5.9, 21.5.11, 21.5.12 and 21.5.15, Articles 1, 14, 15, 16, 19 and 20, and Schedules D, E and F shall survive the expiration or earlier termination for any reason of this Agreement to the extent necessary to give operative effect to the provisions of this Agreement that survive the expiration or earlier termination of this Agreement pursuant to this Section 2.2.

### 3 SCOPE AND GENERAL

#### 3.1 Sale and Purchase

- 3.1.1 The Seller agrees to sell and deliver, and the Buyer agrees to purchase, take and pay for, or pay for if not taken, LNG in the quantities and at the prices and in accordance with the terms and conditions set forth in this Agreement.
- 3.1.2 Such LNG shall be transported to the Unloading Point in Cargos.
- 3.1.3 In accordance with and subject to the further provisions of this Agreement:
- (a) the Seller shall be responsible (i) for delivering and loading the LNG sold by the Seller and purchased by the Buyer pursuant to this Agreement at the Sale and Purchase Point, and (ii) for contracting, at the Seller's expense, for the transportation of such LNG from the Sale and Purchase Point to the Unloading Point; and
  - (b) the Buyer shall be responsible (i) for taking delivery of such LNG at the Sale and Purchase Point and (ii) for unloading and receiving such LNG at the Unloading Point.
- 3.1.4 It is understood and agreed that nothing in this Agreement shall require or shall be construed as requiring the Seller to undertake any activity or incur any expense within the territory, including the territorial seas, of the United States. Without limiting the foregoing, no activity required to be undertaken by the Seller pursuant to this Agreement shall constitute an action described in clause (a), (b), (c), (d) or (e) of Section 16.2.2.

**3.3 Receiving Terminal**

- 3.3.1 The Receiving Terminal is the LNG receiving terminal known as the Golden Pass LNG Terminal located on the Sabine-Neches Waterway approximately ten miles south of Port Arthur, Texas, United States and two miles north west of Sabine Pass, Texas, United States, as such terminal is more particularly described in Annex I of the TCA.

**4 FACILITIES**

**4.1 Seller's Facilities**

- 4.1.1 The Seller shall construct, provide, maintain and operate, or cause to be constructed, provided, maintained and operated, in good working order, throughout the Supply Period, the Seller's Facilities.
- 4.1.2 The Seller shall be responsible for the procurement and provision (in accordance with Article 9) of the LNG Vessels for the transportation of LNG pursuant to this Agreement.



## 4.2 Buyer's Facilities

4.2.1 On or prior to the Start Date, the Buyer, at no cost or expense to the Seller, shall cause the following Buyer's Facilities to be constructed, provided and made available, operated and maintained, in good working order, and shall have arranged for the use of the Buyer's Facilities through the later of the end of the Last Contract Year or the Make-up Contract Year (if any):

- (a) the Receiving Terminal, including or together with (as applicable) the following:
  - (i) marine facilities for the safe passage of LNG Vessels from the U.S. Waters Entry Point to berth, and from berth to the U.S. Waters Exit Point;
  - (ii) facilities (including tug boats and escort vessels) for berthing, unloading and unberthing such LNG Vessels that are capable of receiving the LNG Vessel(s) having the specifications set forth in this Agreement and at which the LNG Vessels can, safely reach, fully laden, and safely depart, and at which the LNG Vessels can lie safely berthed and discharge safely afloat at all times;
  - (iii) LNG storage facilities;
  - (iv) shore-based tanks and loading lines for liquid or gaseous nitrogen adequate to purge the unloading lines;
  - (v) LNG regasification facilities; and
  - (vi) facilities ancillary to the facilities in clauses (a)(i) through (v) of this Section 4.2.1; and
- (b) the Pipeline.

The Buyer shall ensure that, at all times through the later of the end of the Last Contract Year or the Make-up Contract Year (if any), the Buyer's Facilities shall be of appropriate design, sufficient capacity and maintained to enable the safe and reliable performance by the Buyer of its obligations under this Agreement.

4.2.2 The Buyer shall have contracted at all times through the later of the end of the Last Contract Year or the Make-up Contract Year (if any) for capacity in the Buyer's Facilities and the right to services utilizing the Buyer's Facilities sufficient in the aggregate to enable the safe and reliable performance by the Buyer of its obligations under this Agreement. The activities permitted to be carried out by or in relation to a LNG Vessel at the Receiving Terminal shall include the following:

- (a) the loading of stores and provisions by boat or barge alongside the LNG Vessel;
- (b) the loading of bunkers and lube oils by boat or barge alongside the LNG Vessel in accordance with the requirements of the Receiving Terminal's bunker risk assessment;
- (c) maintenance, repairs or in-water surveys with advance knowledge and consent of the Receiving Terminal; and
- (d) embarking and disembarking of crew and other personnel.

The Buyer shall facilitate the above activities and any other activities or services reasonably requested by the Master of a LNG Vessel. Each LNG Vessel shall fully comply with all published rules and regulations in effect at the Unloading Port and/or Receiving Terminal while carrying out any of the above activities.

- 4.2.3 The unloading facilities at the Receiving Terminal shall be capable of unloading LNG, through four unloading arms, from a LNG Vessel at a maximum rate of 14,000 cubic meters per hour against a head of less than 400 kPa gauge (measured at the Unloading Point), and with a single vapor return line of sufficient capacity to transfer to such LNG Vessel quantities of regasified LNG, necessary for the safe unloading of LNG at such rates, pressures and temperatures as may be required by the design of the LNG Vessel and/or good operating practice.
- 4.2.4 The Buyer shall contractually obligate the operator of the Receiving Terminal to obtain and maintain insurance with respect to the Receiving Terminal, against such risks and at such levels as are customary in the LNG industry, to the extent such insurance is available on commercially reasonable terms and cost.
- 4.2.5 At all times from the Start Date through the later of the end of the Last Contract Year or the Make-up Contract Year (if any), the Buyer shall cause the Buyer's Facilities to meet applicable laws, requirements and regulations for the reception of the LNG Vessel(s) and the importing, unloading, storage and regasification of LNG from the State of Qatar and transportation of regasified LNG in the performance of the Buyer's obligations under this Agreement. The Buyer represents and warrants that at all times from the Start Date through the later of the end of the Last Contract Year or the Make-up Contract Year (if any), the Buyer and/or its Affiliates shall have all necessary approvals from the applicable Governmental Authority of the United States to receive the LNG Vessel(s) and to import, unload, store and regasify the LNG from the State of Qatar in the performance of the Buyer's obligations under this Agreement. Without prejudice to Section 21.2, in connection with obtaining any such approvals, the Buyer shall consult with the Seller regarding the delivery of any information relating to this Agreement, including the delivery of any redacted versions of this Agreement, to any Third Party.
- 4.2.6 The Buyer shall not take any actions which may impact its rights of access to the Buyer's Facilities and which could have a detrimental effect on either Party's rights and obligations under this Agreement without the Seller's prior written consent.
- 4.2.7 At all reasonable times (but not more frequently than once every year) prior to and through the later of the end of the Last Contract Year or the Make-up Contract Year (if any), the Seller may, upon giving reasonable prior Notice to the Buyer, inspect and examine the commissioning and operation of the Buyer's Facilities. The Seller's right to carry out such an inspection shall not entitle the Seller or its representatives to make any request or recommendation directly to the Buyer's contractors and/or operators and shall be limited to reviewing compliance with the Buyer's undertakings herein. For the avoidance of doubt, such inspection and examination by the Seller shall not relieve the Buyer from its obligations under this Section 4.2.
- 4.3 Standards, Compatibility and Coordination**
- 4.3.1 The Buyer's Facilities and the LNG Vessels shall be designed, constructed, equipped, operated and maintained consistent with internationally recognized industry standards and practices, including those (as applicable and as may be from time to time amended) established by the International Maritime Organization (IMO), the Oil Companies International Marine Forum (OCIMF) and the Society of International Gas Tanker and Terminal Operators (SIGTTO), or any successor body of any of the foregoing.
- 4.3.2 The Parties shall conduct a detailed compatibility review prior to the Start Date, and the Buyer shall ensure that the Receiving Terminal is compatible with the LNG Vessels listed in Part 2 of Schedule A such that they are capable of mutual operations conforming to the requirements of this Agreement. With effect from the Start Date, responsibility for the compatibility of the Receiving Terminal and the LNG Vessels shall be governed by Section 9.3.
- 4.3.3 For the avoidance of doubt, the Parties' relevant technical personnel may meet at any location (including at the Receiving Terminal) to discuss and progress the detailed compatibility review referenced in Section 4.3.2.



## 5 COMMENCEMENT OF DELIVERIES

### 5.1 Information Exchange

- 5.1.1 Until the Start Date, the Seller and the Buyer shall meet outside the United States at periodic intervals (or as requested by either Party) to exchange information relating to and discuss progress in the construction, commissioning and/or testing of the Buyer's Facilities.
- 5.1.2 Section 5.1.1 is without prejudice to the Parties' respective rights and obligations under this Agreement in relation to the delivery, loading, transportation, receipt and unloading of LNG.

### 5.2 Start Date

- 5.2.1 The "Start Date" shall be the later of (a) the date (the "Terminal Commercial Operations Date") on which the Terminal Company has determined that Phase 1 of the Receiving Terminal is complete, commissioned and ready to accept commercial deliveries of LNG from the Buyer (as notified by the Terminal Company to the Buyer in accordance with the TCA), and (b) 1 January 2011.
- 5.2.2 The Buyer shall keep the Seller informed as to the progress of the construction and commissioning of the Receiving Terminal and shall notify the Seller of the Terminal Commercial Operations Date as soon as practicable after the Buyer receives notice of such date from the owner or operator of the Receiving Terminal.

### 5.3 First and Last Contract Years

- 5.3.1 For the purposes of this Agreement:
- (a) the first Contract Year (the "First Contract Year") shall commence on the Start Date and end on the next following 31 December;
  - (b) the last Contract Year (the "Last Contract Year") shall (notwithstanding if such end date falls outside the Contract Supply Period) end on the expiration of the U.S. Voyage of the last LNG Vessel that is loaded during the Contract Supply Period and commence on the immediately preceding 1 January.
- 5.3.2 The last day on which quantities may be loaded to a LNG Vessel for sale under this Agreement (other than in the Make-up Extension Period) shall be the End Date. Any Cargo which is not completely loaded to a LNG Vessel at the Loading Facility by 23:59 hours (local time in the State of Qatar) on the End Date (other than in the Make-up Extension Period) shall not be sold to the Buyer. The Available Delivery Capability in the Last Contract Year shall be determined accordingly.
- 5.3.3 If there is a Make-up Extension Period:
- (a) the "Make-up Contract Year" shall be the period commencing on the day immediately following the Last Contract Year and ending on the expiration of the U.S. Voyage for the last LNG Vessel loaded at the Loading Facility during the Make-up Extension Period; and
  - (b) the Make-up Contract Year shall be considered to be a Contract Year for the purposes of the supply of Make-up Quantities pursuant to Section 6.3.

## 6 QUANTITIES AND TAKE-OR-PAY

### 6.1 Quantities

- 6.1.2 In each Contract Year, the Seller shall sell and deliver and the Buyer shall purchase, take and pay for, or pay for if not taken (as provided in Section 6.2), the Annual Contract Quantity for such Contract Year.
- 6.1.3 In determining the quantities of LNG delivered by the Seller and taken by the Buyer in any Contract Year, any Cargo which was scheduled in the Annual Delivery Program to be unloaded in such Contract Year and was unloaded in such Contract Year or the first seven days immediately following the end of such Contract Year shall be treated as delivered, taken and received in such Contract Year.

## 6.2 Take-or-Pay

- 6.2.1 The "Take-or-Pay Quantity", in relation to a Contract Year, is the Annual Contract Quantity for such Contract Year less the following quantities (notwithstanding that any such quantities may have been redelivered to Seller pursuant to Section 8.4.1):
- (a) any quantities of LNG which the Buyer was unable to take and unload during such Contract Year by reason of Force Majeure affecting the Buyer's Facilities claimed by the Buyer;
  - (b) any quantities of LNG which the Buyer was unable to take and unload during such Contract Year by reason of any failure (whether or not excused by Force Majeure) of the Seller to (i) make such quantities available for delivery at the Sale and Purchase Point or (ii) contract, at Seller's expense, for the transportation of LNG from the Sale and Purchase Point to the Unloading Point, in accordance with this Agreement, except to the extent that such failure of the Seller was caused by or resulted from any act or omission of the Buyer, the operators of Buyer's Facilities or their respective agents or contractors;
  - (c) any quantities of LNG which the Buyer was unable to unload during such Contract Year by reason of any failure (whether or not excused by Force Majeure) of the Transporter to transport such quantities to the Unloading Point in accordance with this Agreement, except to the extent that such failure of the Transporter was caused by or resulted from any act or omission of the Buyer, the operators of Buyer's Facilities or their respective agents or contractors; and
  - (d) (without duplication of quantities within clause (b) or (c) of this Section 6.2.1) any quantities of LNG which the Buyer rejected during such Contract Year in accordance with clause (a) of Section 12.2.1 by reason of such LNG being outside the Specification;



6.2.2 If for any reason in any Contract Year the quantity of LNG taken by the Buyer is less than the Take-or-Pay Quantity for such Contract Year (the amount by which such quantity taken falls short of such Take-or-Pay Quantity being the "**Annual Deficiency Quantity**"), then the Buyer shall pay to the Seller, in respect of such quantity not taken, an amount (in US\$) equal to the product of (a) such Annual Deficiency Quantity multiplied by (b) the Average Contract Price for such Contract Year.

6.2.3 Payments relating to the Annual Deficiency Quantity made in accordance with Section 6.2.2 shall not restrict the Seller's ability to sell such LNG to Third Parties in its absolute discretion.

### 6.3 Make-up

6.3.1 If under Section 6.2 the Buyer has paid for any Annual Deficiency Quantity in relation to any Contract Year, then:

- (a) the Buyer shall have the right to extend this Agreement by the Make-up Extension Period and (in the Make-up Contract Year but not earlier) to have quantities of LNG ("**Make-up Quantities**") delivered by way of make-up in respect of the aggregate amount of each such Annual Deficiency Quantity subject to and in accordance with this Section 6.3; and
- (b) the Buyer may exercise such right only by giving Notice to that effect to the Seller, specifying the amount of the Make-up Quantities, subject to Section 6.3.2, such Notice to be given not later than 120 days before the start of the Last Contract Year; provided that the Buyer may, not later than 15 days after the expiration of the Last Contract Year, amend such Notice to take account of any Annual Deficiency Quantity that accrues after such Notice was initially given.

6.3.2 For the purposes of Section 6.3.1:

- (a) the Make-up Quantities to which Buyer shall be entitled shall be a quantity equal to the lesser of:
  - (i) the aggregate amount of the Annual Deficiency Quantities over the Contract Supply Period; and
  - (ii) the maximum amount of LNG which can be programmed in accordance with Section 6.3.3 in the period of 180 days commencing on the day immediately following the Last Contract Year of the Contract Supply Period (and the Buyer shall have no make-up rights in respect of Annual Deficiency Quantities in excess of such maximum amount);
- (b) the "**Make-up Extension Period**" shall be a period, commencing on the day immediately following the Contract Supply Period, of the lesser of:
  - (i) 180 days; and
  - (ii) the period required to load (at the Loading Facility) the Make-up Quantities to LNG Vessels for transportation in accordance with Section 6.3.3.

6.3.3 The Make-up Quantities shall be programmed for delivery and unloading during the Make-up Contract Year on the basis of the Available Delivery Capability for each Contract Month of the Make-up Contract Year.

6.3.4 The Make-up Contract Year shall be considered to be a Contract Year for the purposes of the supply of Make-up Quantities; and Make-up Quantities shall be programmed for delivery in an Annual Delivery Program (prepared in accordance with Article 7) for such period and shall be delivered and taken in accordance with the provisions of this Agreement, subject to Section 6.3.5.

Subject to Section 6.3.6, Make-up Quantities shall be delivered without charge to the Buyer.

6.3.6 If:

- (a) a Cargo of LNG is delivered to the Buyer under this Agreement and unloaded in the Make-up Contract Year; and
- (b) the cumulative aggregate of the quantity of LNG delivered to the Buyer in such Cargo and all quantities of LNG already delivered and unloaded as Make-up Quantities exceeds the aggregate amount of the Annual Deficiency Quantity,

then the Buyer shall pay for the quantity of LNG comprising such excess at the Contract Price (determined based on the variable Notional Cost Components and Fuel Notional Component applicable in the last Contract Month of the Last Contract Year and the Seller's pricing elections in effect in relation to such Contract Year) applicable as at the Price Determination Date of such Cargo. For the avoidance of doubt, the Buyer shall have no right to further recovery of Notional Cost Components associated with such excess quantity of LNG.

6.3.7 If any Make-up Quantities are not taken by the Buyer (other than as a result of the inability of the Buyer to take the quantities by reason of Force Majeure affecting the Buyer's Facilities claimed by the Buyer, the rejection by the Buyer of such quantities pursuant to clause (a) of Section 12.2.1, the failure of the Seller to make such quantities available for delivery to the Buyer (whether or not excused by Force Majeure) or the failure of the Transporter to transport such quantities to the Unloading Point (whether or not excused by Force Majeure)), then the right of the Buyer to receive such Make-up Quantities shall lapse.

6.3.8 For the avoidance of doubt, no Make-up Quantities shall be delivered or unloaded after the Make-up Contract Year (subject to Section 6.1.3), and the Buyer shall not be entitled to any payment (or have any other rights) in respect of any outstanding Take-or-Pay Quantity not made up by the expiration of the Make-Up Extension Period.

## 7 ANNUAL PROGRAM

### 7.1 Programming

7.1.1 The annual programming process for each Contract Year shall be as follows:

- (a) Not later than the \_\_\_\_\_ preceding such Contract Year (or, with respect to the First Contract Year, \_\_\_\_\_) (i) each Party shall provide the other Party with the timing of any Scheduled Maintenance for the Seller's Facilities, the LNG Vessels or the Buyer's Facilities for such Contract Year and (ii) the Buyer shall provide to the Seller a schedule of the berthing slots then estimated to be available at the Receiving Terminal during such Contract Year.
- (b) Not later than the \_\_\_\_\_ immediately preceding such Contract Year (or, with respect to the First Contract Year, \_\_\_\_\_) the Seller shall give Notice to the Buyer, on an indicative basis, of the anticipated quantities of LNG available for delivery hereunder, including the Seller's estimate of the following information in relation to such Contract Year and in relation to each Contract Month in such Contract Year:



- (iv) the names of the LNG Vessels expected to deliver LNG in respect of such Initial Annual Quantity
  - (v) the number of Cargos to be delivered by each such LNG Vessel;
  - (vi) the anticipated Gross Heating Value of the LNG to be delivered in respect of such Initial Annual Quantity;
  - (vii) the Standard Cargo Content for each such LNG Vessel; and
  - (viii) estimated loading (at Loading Facility) and unloading (at Receiving Terminal) dates for such Cargos.
- (c) Not later than the \_\_\_\_\_ immediately preceding such Contract Year (or, with respect to the First Contract Year, \_\_\_\_\_, the Seller and the Buyer shall meet and discuss the information provided in clauses (a) and (b) of this Section 7.1.1.
- (d) Not later than the \_\_\_\_\_ immediately preceding such Contract Year (or, with respect to the First Contract Year, \_\_\_\_\_, the Seller shall issue the annual delivery program (the "**Annual Delivery Program**") for such Contract Year taking into account the discussion under clause (c) of this Section 7.1.1 to the extent reasonably practicable as determined by the Seller.

7.1.2 The Annual Delivery Program shall specify:

- (a) the aggregate quantity of LNG (expressed in MMBtu of LNG unloaded at the Unloading Point) to be delivered in such Contract Year;
- (b) the aggregate number of Cargos to be delivered in such Contract Year;
- (c) for each Cargo in such Contract Year:
  - (i) the provisional identity of the LNG Vessel scheduled to transport the Cargo;
  - (ii) the Standard Cargo Content for such LNG Vessel;
  - (iii) the anticipated date of departure of the LNG Vessel from the Loading Facility;
  - (iv) the anticipated Price Determination Date for such Cargo;
  - (v) the Scheduled Arrival Period within which the LNG Vessel is scheduled to arrive at the Pilot Boarding Station or Customary Anchorage Location;
  - (vi) the corresponding 24 hour period starting at 6:00AM within which the LNG Vessel is anticipated to arrive at the Receiving Terminal; and
  - (vii) the corresponding date on which, and the time at which, the Completion of Unloading is anticipated to occur.

7.1.3 The Parties may agree to vary, in relation to a particular Contract Year, any of the times by which the steps in Sections 7.1.1 and 7.1.2 are to be taken.

7.1.4 Ninety-Day Schedule

the Seller shall, after discussion with the Buyer, deliver to the Buyer a three Contract Month forward plan of delivery and arrival dates (the "**Ninety-Day Schedule**") which follows the applicable Annual Delivery Program (or most current draft or revision thereof) as nearly as practicable and sets forth by voyage the planned schedule of shipments and projected arrival



dates for Cargo deliveries during each of the next three Contract Months.

, each Ninety-Day Schedule shall reflect all adjustments, if any, necessitated by deviation from the prior Ninety-Day Schedule so as to maintain, as far as practicable, the scheduled shipments forecast in the Annual Delivery Program. After consultation with the Buyer, the Seller may revise the Ninety-Day Schedule, when appropriate, to meet operational requirements and taking into account where practical any reasonable requests of the Buyer for adjustments. For the avoidance of doubt, any revised Ninety-Day Schedule issued by the Seller shall constitute an amendment to the Annual Delivery Program for the three Contract Months covered by such Ninety-Day Schedule.

7.1.5 The Annual Delivery Program and the Ninety-Day Schedule (together with any revisions thereto) are intended to assist the Parties in planning their respective operations during the periods covered thereby and shall not reduce the rights or obligations of either Party during any Contract Year to sell, deliver and/or be paid for, or to purchase, take and receive and pay for, or pay for if not taken, as the case may be, the quantities of LNG required to be sold and purchased pursuant to Article 6.

7.1.6 Either Party may request at any time to meet outside the United States with the other Party to discuss the programming of LNG deliveries pursuant to this Agreement.

## 7.2 Additional Annual Quantities

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### 7.3 Adjustments to Annual Delivery Program

7.3.1 The Seller shall modify the Annual Delivery Program and reissue the updated Annual Delivery Program to the Buyer:

- (a) in accordance with any modification agreed pursuant to Section 7.3.3;
- (b) to include Additional Annual Quantities to be delivered in accordance with Section 7.2; and
- (c) to take account of any quantity of LNG that has not been or will not be delivered as a result of Force Majeure with respect to the period covered by such Annual Delivery Program.

7.3.2 If either Party anticipates any deviation from the Annual Delivery Program, then such Party may propose to the other Party a modification (by way of revision of the Scheduled Arrival Period(s) for any Cargo(s)) of the Annual Delivery Program.

7.3.3 If either Party proposes a modification of the Annual Delivery Program, then:

- (a) the Parties shall discuss such proposal;
- (b) each Party shall use all reasonable efforts to accommodate any proposal made by the other Party for such a modification; and
- (c) where the Parties agree on such modification the Annual Delivery Program shall be modified in accordance with clause (a) of Section 7.3.1.

### 7.4 Standard Cargo Content

7.4.1 At the time when the Annual Delivery Program is initially set for each Contract Year (and from time to time, if the Seller reasonably determines is appropriate) and in relation to each LNG Vessel, the Seller shall, taking into account (where available) the actual experience of unloadings from such LNG Vessel, determine (acting reasonably) and notify to the Buyer the quantity (expressed in MMBtu of LNG unloaded at the Unloading Point) of LNG it expects would normally be comprised in a Cargo by such LNG Vessel (the "Standard Cargo Content").

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## 7.5 Rounding Quantity

- 7.5.1 The "**Rounding Quantity**" means, with respect to a particular Contract Year, the amount (as determined and notified by the Seller in clause (d) of Section 7.5.2 and expressed in MMBtu of LNG unloaded at the Unloading Point) by which the Initial Annual Quantity for such Contract Year was over-stated or (as the case may be) under-stated as a result of any difference (as revealed by the actual unloadings during such Contract Year) between the actual unloadings during such Contract Year and the Standard Cargo Content for each LNG Vessel prevailing at the time of determination of such Initial Annual Quantity.
- 7.5.2 The Seller shall determine and notify the Buyer of the Rounding Quantity for each Contract Year as soon as reasonably practicable after the end of such Contract Year, as follows:
- (a) the Seller shall determine the average actual cargo content for each LNG Vessel (being the aggregate of the Quantities Delivered for such LNG Vessel in such Contract Year divided by the number of Cargos transported by and unloaded from such LNG Vessel in such Contract Year);
  - (b) the Seller shall calculate (AACC – SCC), where AACC is such average actual cargo content for each LNG Vessel and SCC is the Standard Cargo Content for such LNG Vessel (as applied in determining the Initial Annual Quantity for such Contract Year);
  - (c) the Seller shall multiply such amount calculated under clause (b) of this Section 7.5.2 for each LNG Vessel by the number of Cargos transported by and unloaded from such LNG Vessel in such Contract Year; and
  - (d) the Seller shall notify the Buyer of the aggregate of the amounts calculated under clause (c) of this Section 7.5.2 for all LNG Vessels that transported LNG unloaded in such Contract Year (which aggregate shall be the Rounding Quantity for such Contract Year).

## 7.6 Further Provisions

# 8 DELIVERY AND TRANSPORTATION OF LNG

## 8.1 Delivery, Risk and Title

- 8.1.1 The LNG sold by the Seller and purchased by the Buyer pursuant to this Agreement shall be delivered and sold by the Seller and taken and purchased by the Buyer at the Sale and Purchase Point. Title to, beneficial ownership of, and risk of loss of and damage to such LNG and any other LNG or Natural Gas vapor on board a LNG Vessel shall pass from the Seller to the Buyer at the Sale and Purchase Point.
- 8.1.2 Subject to Section 6.2 and Section 8.3.1, the Buyer's obligation to pay for LNG sold and purchased under this Agreement shall arise upon delivery of such LNG at the Sale and Purchase Point as described in Section 8.1.1.



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- 8.1.3 Buyer shall not transfer title to, beneficial ownership of, or risk of loss of and damage to the LNG sold under this Agreement to any Third Party prior to such LNG being unloaded at the Unloading Point.
- 8.1.4 With respect to each Cargo, bills of lading shall be issued in accordance with the following terms and conditions:
- (a) Bills of lading shall be issued by the Master of the LNG Vessel transporting such Cargo, its authorized representative or the Transporter, and shall incorporate the terms of the relevant charter party. Further, bills of lading shall also incorporate verbatim, or be deemed to incorporate by reference, the following customary clauses: Clause Paramount, New Jason Clause, General Average, Both to Blame Clause, Limitation of Liability Clause.
  - (b) It is expressly understood that the transfer of title to, beneficial ownership of and risk of loss of and damage to the LNG in accordance with Section 8.1.1 shall not be conditional in any way on issuance or delivery of the bills of lading by the Master of such LNG Vessel, its authorized representative or the Transporter.
  - (c) The Seller shall deliver to the Buyer original bills of lading with respect to such Cargo prior to the estimated time of arrival of such LNG Vessel at the Receiving Terminal.

## 8.2 Transportation

8.2.1 In accordance with the further provisions of this Article 8 and Article 10:

- (a) the Seller shall contract, at the Seller's expense, for the transportation of Buyer's LNG sold and purchased under this Agreement from the Sale and Purchase Point to the Unloading Point; and
- (b) the Buyer shall (i) bear all risk of loss of and damage to such LNG from the time title to such LNG passes from the Seller to the Buyer at the Sale and Purchase Point, and (ii) be responsible for the unloading and receipt of such LNG at the Unloading Point.

8.2.2 For the purposes of this Agreement:

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- 8.2.3 If after the LNG Vessel crosses the U.S. Waters Entry Point, such LNG Vessel is required (by Adverse Weather Conditions, or on order of the United States Coast Guard or pilots, the port authority or the operator of the Receiving Terminal) to move seaward of the Boundary Line temporarily prior to unloading, the crossing and re-crossing by such LNG Vessel of the Boundary Line shall not be treated as ending the U.S. Voyage or starting a new U.S. Voyage (and the U.S. Voyage that started when such LNG Vessel first crossed the U.S. Waters Entry Point shall include the period during which such LNG Vessel is seaward of the Boundary Line temporarily prior to unloading).

### 8.3 Quantities of LNG Delivered

- 8.3.1 Subject to Section 8.3.3 and Section 8.4.3, the quantity of LNG treated as delivered to the Buyer in respect of each Cargo, for which the Buyer is liable to pay, shall be the quantity of LNG unloaded at the Unloading Point (determined in accordance with Article 13), but without prejudice to Section 10.6.
- 8.3.2 The LNG which comprises any heel or Natural Gas vapor remaining in the LNG Vessel after unloading shall be redelivered to the Seller (and title to, beneficial ownership of, and risk of loss of or damage to such LNG shall pass from the Buyer to the Seller) at the Redelivery Point with respect to such LNG without the need for any further action or communication on the part of either Party.
- 8.3.3 If, after the delivery of LNG to the Buyer at the Sale and Purchase Point (and, in a case within Section 8.4, before title to such LNG passes from the Buyer to the Seller at the U.S. Waters Exit Point) there occurs any loss (other than normal loss or boil-off) or damage to such LNG (whether or not insured, and whether or not resulting from Force Majeure), then the Buyer shall, for the avoidance of doubt, be liable to pay for such LNG notwithstanding such loss or damage, and (in the case of loss) (i) the quantity of LNG to be paid for by the Buyer shall be the quantity loaded to the relevant LNG Vessel (which shall be deemed to be the Quantity Delivered for the purposes of this Agreement), (ii) the Price Determination Date for the Cargo comprised of such LNG shall be such Price Determination Date as scheduled at the time of such loss or damage, and (iii) such Cargo shall be deemed to have been unloaded on the unloading date for such Cargo scheduled at the time of such loss or damage.
- 8.3.4 Buyer acknowledges and agrees that its LNG may be consumed as fuel by the LNG Vessel transporting such LNG prior to unloading at the Unloading Point and throughout the remainder of the U.S. Voyage with respect to such LNG Vessel.

### 8.4 Redelivery of LNG

- 8.4.1 Without prejudice to Section 6.2 and except as otherwise provided in Section 8.3.3 and 8.4.4, if after the delivery of LNG to the Buyer at the Sale and Purchase Point either Party determines or becomes



aware that the transportation of such LNG to the Unloading Point will not be completed (other than due a Seller Diversion or a swap pursuant to Section 3.2.3) or that such LNG will not be unloaded at the Unloading Point for any reason (whether for reasons of Force Majeure affecting the Buyer or otherwise), then (i) such Party shall deliver to the other Party a Notice to that effect as soon as practicable, and (ii) the Buyer shall redeliver such LNG to the Seller as follows:

- (a) if the LNG Vessel transporting such LNG has crossed the U.S. Waters Entry Point at the time such Notice is delivered, then such LNG shall be redelivered by the Buyer to the Seller at the Redelivery Point with respect to such LNG (and each Party shall use all reasonable efforts to cause the Transporter to use all reasonable efforts to proceed expeditiously to the U.S. Waters Exit Point); and
- (b) if the LNG Vessel transporting such LNG has not crossed the U.S. Waters Entry Point at the time such Notice is delivered, then such LNG shall be redelivered by the Buyer to the Seller at the Redelivery Point with respect to such LNG without the need for any further action or communication on the part of either Party.

8.4.2 If LNG is to be redelivered to the Seller pursuant to Section 8.4.1, then:

- (a) the Buyer shall retain title to, beneficial ownership of and risk of loss of and damage to such LNG until the same passes to the Seller at the Redelivery Point;
- (b) such LNG shall be redelivered to the Seller, and title to, beneficial ownership of and risk of loss of and damage to such LNG shall pass from the Buyer to the Seller at the Redelivery Point, and the Seller shall be entitled to deal with and dispose of such LNG as it deems fit;
- (c) in consideration of the redelivery of such LNG, the Buyer's obligation (having arisen pursuant to Section 8.1.2) to pay for such LNG shall be suspended until the time of redelivery, but without prejudice to Section 6.2.2 if applicable; and
- (d) for the avoidance of doubt, for the purposes of Section 6.2.2 such LNG redelivered shall not be counted as having been taken; and
- (e) for the avoidance of doubt, nothing in this Section 8.4 shall be deemed to relieve (i) the Buyer of any obligation to make any payment to the Seller in respect of any Annual Deficiency Quantity or (ii) the Seller of any obligation to make any payment to the Buyer in respect of any Annual Shortfall Quantity.

8.4.3 If there occurs any loss (other than normal boil-off) or damage to such LNG before it is redelivered to the Seller, Section 8.4.1 shall not apply and the Buyer shall remain obligated to pay for such LNG (on the basis set out in Section 8.3.3), except that in the case of the loss of part but not all of a Cargo of LNG, the Buyer shall pay for the quantity of LNG lost, and Section 8.4.1 shall apply as to the remainder of the Cargo.

8.4.4 Determinations made by the Seller in relation to the Take-or-Pay Quantity under Section 6.2.1 shall be made, and any question under Section 6.2.2 whether LNG has been taken by the Buyer shall be determined, only when it is known whether LNG was redelivered pursuant to Section 8.4.1.

## 8.5 Insurance

8.5.1 The insurance (if any) of each Cargo of LNG shall be a matter for the Buyer after the Sale and Purchase Point until such LNG is unloaded at the Unloading Point or redelivered to the Seller pursuant to Section 8.4.1 or Article 11.

8.5.2 Seller shall not be required to secure for Buyer's benefit any insurance in respect of LNG delivered hereunder whether before or after the Sale and Purchase Point.

## 9 PROVISION OF LNG VESSELS

### 9.1 Seller's Responsibility

- 9.1.1 The Seller shall be responsible (but without prejudice to the Parties' respective responsibilities under Articles 8 and 10) for the procurement and provision of LNG Vessels for the transportation from the Sale and Purchase Point to the Unloading Point of all quantities of LNG sold and purchased under this Agreement.
- 9.1.2 As of the Start Date, the Parties acknowledge and agree that each of the LNG Vessels listed in Part 2 of Schedule A meet all the requirements set out in Part 1 of Schedule A and Section 4.3.1 and shall not be rejected by the Buyer or the operator of the Receiving Terminal on the basis of compatibility with the Receiving Terminal, unless such LNG Vessel has been modified after the Start Date, in which case the provisions of Section 9.3 shall apply.
- 9.1.3 As of the Start Date, each LNG Vessel shall comply with the requirements set out in Part 1 of Schedule A and with the requirements of Section 4.3.1, and shall comply with all applicable maritime and port laws, rules and regulations applicable in the countries in which such LNG Vessel will operate or call, to the extent necessary to enable LNG to be transported and unloaded in accordance with this Agreement.
- 9.1.4 Subject to Section 9.1.5, each LNG Vessel nominated to perform a voyage under this Agreement shall be subject to screening by the operator of the Receiving Terminal and/or the Buyer's designated quality assurance organization (as applicable) prior to loading in accordance with the following provisions:

9.1.6 For the avoidance of doubt, nothing prevents the Seller (or any Affiliate of the Seller, as applicable) from using any LNG Vessel:

(a)

(b) for the purposes of transporting LNG not committed for sale under this Agreement to a person other than the Buyer, provided that this shall not reduce the obligation of the Seller to ensure the availability of LNG Vessels sufficient for the transportation in accordance with the applicable Annual Delivery Program of the quantities of LNG to be delivered under this Agreement.

9.1.7 Without prejudice to clause (a) of Section 7.1.1, the Seller shall have the right and responsibility to determine the times and periods of maintenance, drydocking and/or inspection of each LNG Vessel.

## 9.2 Alternative Vessel

9.2.1 The Seller may provide an alternative LNG vessel for temporary service or as a substitute or alternative vessel to be used as a LNG Vessel hereunder, provided that such vessel complies and is



able to comply with the requirements set out in this Agreement (including this Article 9 and Schedule A) for LNG Vessels for the duration of its service. The Seller shall deliver to the Buyer a Notice that states:

- (a) the Seller's intention to provide such vessel and the date with effect from which such vessel is to be used, such Notice to be given not later than the date of completion of loading of the first Cargo to be transported by such alternative LNG Vessel (or later if the Parties so agree); and
- (b) where applicable, the date with effect from which such vessel will cease to be so used.

9.2.2 An alternative vessel shall, subject to its compliance with the requirements of this Article 9, be deemed to be a LNG Vessel for all purposes of this Agreement (including clause (b) of Section 18.1.2) with effect from the date on which the relevant Ninety Day Schedule is established or (as the case may be) modified to reflect the first transporting of LNG by such alternative vessel (and where applicable until the date of cessation notified under clause (b) of Section 9.2.1).

### 9.3 Compatibility

9.3.1 As provided in Section 4.3.2, the Buyer shall ensure the compatibility of the Receiving Terminal and the LNG Vessels listed in Part 2 of Schedule A as at the Start Date. The Seller shall ensure that any alternative LNG vessel proposed by the Seller is compatible with the Receiving Terminal as at the date referred to in Section 9.2.2.

9.3.2 After the relevant date referred to in Section 9.3.1, the Buyer shall not modify or permit a modification of the Receiving Terminal in any manner whatsoever that would (and subject to Article 18 the Buyer shall be responsible for remedying any damage to the Receiving Terminal which would) render it incompatible with any LNG Vessel, unless such modification is required in order to ensure continued compatibility with the LNG Vessels or compliance with the provisions of this Article 9; provided that the Receiving Terminal may be modified:

- (a) pursuant to a change in any safety, security or environmental law or regulation with which the Receiving Terminal is required to comply, in which case such modification necessary for the Receiving Terminal shall be paid for by the Buyer and any consequent modification of the LNG Vessels required to maintain compatibility with the Receiving Terminal shall be paid for by the Seller; or
- (b) in respect of any other change, with the prior consent of the Seller (which shall not be unreasonably withheld or delayed), in which case the Buyer shall reimburse or cause the Seller to be reimbursed for any reasonable costs incurred by or on behalf of the Seller in modifying any LNG Vessel to maintain compatibility with the Receiving Terminal.

9.3.3 After the relevant date referred to in Section 9.3.1, the Seller shall not modify or permit a modification of any LNG Vessel in any manner whatsoever that would (and subject to Article 18 the Seller shall be responsible for remedying any damage to any LNG Vessel which would) render it incompatible with the Receiving Terminal, unless such modification is required in order to ensure continued compatibility with the Receiving Terminal or compliance with the provisions of this Article 9; provided that a LNG Vessel may be modified:

- (a) pursuant to a change in any safety, security or environmental law or regulation with which such LNG Vessel is required to comply, in which case such modification necessary for such LNG Vessel shall be paid for by the Seller and any consequent modification of the Receiving Terminal required to maintain compatibility with such LNG Vessel shall be paid for by the Buyer; or
- (b) in respect of any other change, with the prior consent of the Buyer (which shall not be unreasonably withheld or delayed), in which case the Seller shall reimburse or cause the Buyer to be reimbursed for any reasonable costs incurred by or on behalf of the Buyer in modifying the Receiving Terminal to maintain compatibility with the LNG Vessels.



## 10 MARINE REQUIREMENTS, NOTIFICATIONS AND UNLOADING OF LNG

### 10.1 Compliance with Marine Requirements

10.1.1 Subject to Sections 10.1.2 and 10.1.3, and without prejudice to Section 9.3, the Seller shall, at no cost to the Buyer, be responsible for ensuring that the LNG Vessels comply with all marine requirements (including obtaining and maintaining all customary port approvals, marine permits and other technical and operational authorizations) applicable:

- (a) in relation to the Unloading Port; and
- (b) in relation to the Receiving Terminal, provided that such requirements (i) are not more onerous than what is customarily required as a matter of United States or international practice in respect of LNG receiving terminals, (ii) do not discriminate against the Seller or the LNG Vessels, and (iii) are not imposed or applied with the object of impeding or adversely affecting the performance of this Agreement;

and otherwise for the purposes contemplated by this Agreement. If requested by the Seller, the Buyer shall, in a timely and expeditious manner, provide the Seller with such assistance as the Seller may reasonably require in obtaining and maintaining such approvals, permits and authorizations; provided that the Seller shall reimburse to the Buyer all costs and expenses reasonably incurred by the Buyer in providing such assistance.

10.1.2 All Port Charges and all port call fees and other charges under the applicable Towage Services Agreement (as defined in the Tug Cost Agreement) payable by or in respect of a LNG Vessel at the Unloading Port shall be paid by the Transporter or the Seller.

### 10.2 Shipping Notifications

10.2.1 With respect to each shipment of LNG by a LNG Vessel pursuant to this Agreement, the Master of such LNG Vessel shall give to the Buyer and the operator of the Receiving Terminal notice of the then estimated time of arrival of such LNG Vessel at the Pilot Boarding Station or Customary Anchorage Location:

- (a) upon departure of such LNG Vessel from the Loading Facility or (as the case may be) other point of departure for the Unloading Port; and
- (b) 96, 72, 48, 24 and 12 hours prior to the most recently estimated time of arrival of such LNG Vessel at the Pilot Boarding Station or Customary Anchorage Location.

10.2.2 With respect to each shipment of LNG by a LNG Vessel pursuant to this Agreement, the Seller shall ensure that the Master of such LNG Vessel records and gives notice to the Parties of:

- (a) the date and time at which such LNG Vessel crosses the U.S. Waters Entry Point;
- (b) the Effective Arrival Time of such LNG Vessel in accordance with Section 10.3.3;
- (c) the time at which such LNG Vessel commences unloading at the Unloading Facility;
- (d) the time at which the Completion of Unloading of such LNG Vessel occurs;
- (e) the time at which such LNG Vessel is cleared and able to depart as logged by the Master pursuant to Section 10.5.2; and
- (f) the time at which such LNG Vessel crosses the U.S. Waters Exit Point.

10.2.3 The notice to be given under clause (a) of Section 10.2.1 shall identify:

- (a) the date and time that loading of the LNG Vessel was completed;

- (b) the volume (expressed in cubic meters) of LNG loaded on board such LNG Vessel;
- (c) the volume of LNG expected to be unloaded at the Receiving Terminal as well as the volume of heel required to be left on board; and
- (d) any operational deficiencies in such LNG Vessel that could affect its performance at the Receiving Terminal.

10.2.4 Each of the Notices given under clause (b) of Section 10.2.1, other than the Notice given 96 hours prior to the most recently estimated time of arrival, shall state the average vapor pressure in the cargo tanks of the LNG Vessel at the time the Notice is given.

10.2.5 The Master of the LNG Vessel shall give to the Buyer and the operator of the Receiving Terminal Notice correcting the then estimated time of arrival of the LNG Vessel at the Pilot Boarding Station or Customary Anchorage Location if:

- (a) after the giving of the initial Notice or any of the Notices given 96, 72 or 48 hours prior to the most recent estimated arrival time, such estimated time of arrival changes by more than six hours;
- (b) after the giving of the Notice given 24 hours prior to the most recent estimated arrival time, such estimated time of arrival changes by more than two hours; or
- (c) after the giving of the Notice given 12 hours prior to the most recent estimated arrival time, such estimated time of arrival changes by more than one hour.

### 10.3 Arrival at the Pilot Boarding Station or Customary Anchorage Location

10.3.1 With respect to each shipment of LNG by a LNG Vessel pursuant to this Agreement, the Seller shall use all reasonable efforts to ensure that:

- (a) such LNG Vessel arrives at the Pilot Boarding Station or Customary Anchorage Location no later than the expiration of the Scheduled Arrival Period for such LNG Vessel, as such time of expiration shall be extended for purposes of this Section 10.3.1 by any period of delay in arrival at the Pilot Boarding Station or Customary Anchorage Location:
  - (i) attributable to the act or omission of the Buyer or the operator of any of Buyer's Facilities;
  - (ii) attributable to compliance by such LNG Vessel with Unloading Port regulations, except to the extent such delay was caused by the Seller, such LNG Vessel or her Master, or the Transporter;
  - (iii) resulting from Adverse Weather Conditions; or
  - (iv) attributable to Force Majeure; and
- (b) at the time at which such LNG Vessel arrives at the Pilot Boarding Station or Customary Anchorage Location, the LNG Vessel is in a condition that would enable the Master to give notice stating that such LNG Vessel has arrived at the Pilot Boarding Station or Customary Anchorage Location and is ready to proceed to berth and commence unloading (berth or no berth).

10.3.2 If, at the time of its arrival at the Pilot Boarding Station or Customary Anchorage Location, the LNG Vessel is not in the condition required by clause (b) of Section 10.3.1:

- (a) the Seller shall cause such LNG Vessel to be put in a condition to give notice of readiness; and



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- (b) the consequent delay to the Buyer shall be taken into account (in accordance with Section 10.3.3) in determining the Effective Arrival Time of such LNG Vessel.

10.3.3 The "Effective Arrival Time", with respect to a particular LNG Vessel, means:

- (a) the time at which such LNG Vessel arrives at the Pilot Boarding Station or Customary Anchorage Location, or
- (b) if such LNG Vessel was not at that time in the condition required by clause (b) of Section 10.3.1, the later time calculated as (A + B) where:
  - A is the time of arrival of such LNG Vessel at the Pilot Boarding Station or Customary Anchorage Location; and
  - B is the period of time actually taken by the Seller (acting reasonably) to cause such LNG Vessel to be put in such condition.

#### 10.4 Buyer's Obligations

10.4.1 The Buyer shall cause each LNG Vessel to be unloaded completely, except that the Buyer shall ensure that a heel of LNG, of such amount (if any) as the Seller or the Master of such LNG Vessel shall reasonably require, is left on such LNG Vessel upon Completion of Unloading.

10.4.2 If requested to do so by the Seller, and provided that doing so does not delay another vessel's proceeding to berth, the Buyer shall provide reasonable assistance to the Master of each LNG Vessel in arranging for supplies of fresh water, and for access for the loading of stores and bunkers, to such LNG Vessel, to the extent that such supplies and access are available at the Receiving Terminal.

10.4.3 Without prejudice to the generality of the Buyer's obligations as to the Allowed Laytime, the Buyer shall in particular:

- (a) cause such LNG Vessel to be berthed safely and expeditiously at the berth designated by the operator of the Receiving Terminal and/or the Unloading Port authority;
- (b) cause unloading of such LNG Vessel to be commenced as soon as practicable after the completion of berthing, and completed safely, effectively and expeditiously; and
- (c) cause such LNG Vessel to depart safely and expeditiously from the berth after the Completion of Unloading.

#### 10.5 Demurrage at the Unloading Port

10.5.2 The laytime used in unloading a particular Cargo of LNG transported by a LNG Vessel (the "Used Laytime") shall be counted as starting:

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- (a) Upon arrival of the LNG Vessel at the Pilot Boarding Station or at the Customary Anchorage Location or another agreed location off the Unloading Port, the Master of the LNG Vessel or its agent shall give notice to the Buyer or its agent that such LNG Vessel is fit in every way and ready to discharge LNG, berth or no berth ("**Notice of Readiness**"). A Notice of Readiness may be tendered and shall be accepted by the Buyer or the Buyer's representative on any day of the week and any hour of the day. Used Laytime shall begin to count upon the earlier of:
- (i) six hours from the giving of Notice of Readiness provided the LNG Vessel arrives at the Pilot Boarding Station or the Customary Anchorage Location or other agreed location off the Unloading Port within the Scheduled Arrival Period; or
  - (ii) at 6:00AM local time on the day of such Scheduled Arrival Period, provided such LNG Vessel arrives prior to such Scheduled Arrival Period; or
  - (iii) the LNG Vessel being all fast at the berth.
- (b) If the Effective Arrival Time of such LNG Vessel is after the Scheduled Arrival Period (notwithstanding clause (a) of Section 10.3.1), Used Laytime shall count from the time such LNG Vessel is all fast at the berth. The Buyer shall use all reasonable efforts in accordance with Section 7.6.1 to berth such LNG Vessel upon its arrival at the Unloading Port.

The Used Laytime with respect to such Cargo and such LNG Vessel shall end when both (i) the Completion of Unloading of such Cargo has occurred and (ii) such LNG Vessel has been cleared by the operator of the Receiving Terminal, Master of such LNG Vessel and the port authority for departure and is able to depart (as the time of such clearance and ability to depart shall be logged by the Master).

10.5.3 For the purposes of this Section 10.5, the Allowed Laytime with respect to a particular shipment of LNG by a LNG Vessel shall be extended by:

- (a) any delay attributable to or period of time required as a result of the act or omission of the Seller, the Master of such LNG Vessel, the Transporter or any Governmental Authority, except to the extent the Buyer (by its act or omission) caused or contributed to such delay;
- (b) any delay attributable to compliance by such LNG Vessel with Unloading Port regulations (including nighttime transit restrictions, if applicable), except to the extent such delay was caused by the act or omission of the Buyer or the operator of the Receiving Terminal;
- (c) any period of delay resulting from Adverse Weather Conditions;
- (d) any delay attributable to Force Majeure.

10.5.4 The Buyer shall use all reasonable efforts to fulfill its obligations under Section 10.4.1 so the Used Laytime with respect to each LNG Vessel is less than the Allowed Laytime with respect to such LNG Vessel.

10.5.5 To the extent that, as a result of the Used Laytime for any LNG Vessel exceeding the Allowed Laytime for such LNG Vessel, the Seller is unable to deliver any quantities of LNG scheduled for delivery at a later time, such inability of the Seller shall not amount to a breach for the purposes of Section 19.1.

10.5.6 If the Used Laytime with respect to any LNG Vessel exceeds the Allowed Laytime for such LNG Vessel, then the Buyer shall pay to the Seller  
per day (to be applied pro rata for any portion of a day).



## 10.6 Excess Boil-off

- 10.6.1 If the unloading of any LNG Vessel does not commence by the time specified in Section 10.6.2, then the Buyer shall pay to the Seller an amount, on account of excess boil-off for such delay, equal to the Contract Price applicable to the relevant Cargo multiplied by the Btu equivalent of the volume of LNG which comprises the difference, if any, between the actual volume on board such LNG Vessel at the time specified in Section 10.6.2 and the actual volume on board immediately prior to the commencement of unloading.
- 10.6.2 The time referred to in Section 10.6.1 is the expiration of a period of 36 hours, commencing at the Effective Arrival Time, such period to be extended by the period of any delay in the LNG Vessel's proceeding to the Receiving Terminal (which period, if caused by Adverse Weather Conditions, shall terminate upon the determination of the Master and the relevant port authority that it is safe to proceed to berth, regardless of whether notice to proceed to berth has been received from the Receiving Terminal), berthing and commencing unloading for a cause which would extend the Allowed Laytime in accordance with Section 10.5.3.
- 10.6.3 If it appears that the commencement of unloading will be delayed beyond the time specified in Section 10.6.2:
- (a) the Buyer shall cause the volume of LNG in the LNG Vessel's tanks to be measured at (or as near as possible to) the time specified in Section 10.6.2 and shall notify the Seller of the results of such measurement as soon as practicable, but in no event later than six hours after the time such measurement is made;
  - (b) the Seller shall have the right to have its representative present (at its cost and risk) to witness such measurement; provided that if the Seller should elect not to send a representative on a timely basis, or its representative fails for any reason to attend, then the Buyer shall proceed to cause such measurement to be made;
  - (c) the volume determined by such measurement shall be converted to a quantity (expressed in MMBtu of LNG unloaded at the Unloading Point) using the composition determined by the Buyer's analysis under clause (b) of Section 13.2.1 and the Buyer shall notify the Seller of such quantity at the same time referred to in clause (a) of this Section 10.6.3;
  - (d) for any period, (after the time specified in Section 10.6.2) before the Buyer has made such measurement the quantity of boil-off shall be estimated by the Seller, acting reasonably, on the basis of past boil-off experience.
- 10.6.4 The Seller shall invoice the Buyer for amounts due under this Section 10.6, if any, and the Buyer shall pay such invoice in accordance with Article 15.
- 10.6.5 Upon Buyer's payment of amounts invoiced pursuant to Section 10.6.4, the Buyer shall be released and discharged from any liability to the Seller in respect of any claim under this Section 10.6.

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## 12 SPECIFICATION

### 12.1 Quality Specification

- 12.1.1 LNG to be delivered under this Agreement shall, when converted into a gaseous state, comply with the Specification at the Loading Facility at the time of loading. The quality of LNG loaded shall be determined in accordance with Article 13.
- 12.1.2 The Seller shall inform the Buyer, as soon as practicable after becoming aware, of any deviation in the quality of LNG from the Specification anticipated or experienced and the expected extent and duration of such deviation; and in case of such deviation the Parties shall forthwith cooperate and use all reasonable efforts to agree on appropriate measures (on a temporary or permanent basis) to address such deviation from the Specification.

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## 12.2 Offspec LNG

12.2.1 If the quality of any LNG loaded or to be loaded to a LNG Vessel hereunder is not within the Specification ("**Offspec LNG**") (subject to any measures agreed under Section 12.1.2), then the Buyer shall use all reasonable efforts to receive and unload such Offspec LNG and to take the necessary steps to allow such Offspec LNG to be accepted by the Receiving Terminal. If after using such reasonable efforts the Buyer is unable to receive and unload such Offspec LNG, the Buyer shall have the right either:

- (a) subject to Section 12.2.2, by giving Notice of rejection to the Seller as soon as practicable and in any event within 24 hours (or such longer period as the Seller may specify in any particular case) after the Seller informs the Buyer of or the Buyer otherwise became aware of the non-compliance with the Specification (but not in any event after unloading of the LNG), to reject such LNG; or
- (b) subject to Section 12.2.3, to recover from the Seller certain Relevant Costs attributable to such Offspec LNG.

12.2.2 The Buyer shall have the right to reject LNG under clause (a) of Section 12.2.1 only if and to the extent that:

- (a) by reason of its non-compliance with the Specification, such LNG or (as the case may be) Natural Gas resulting from regasification of such LNG at the Receiving Terminal will not meet the established specification imposed:

- (i) by the operator of the Receiving Terminal; or
- (ii) by the operator of the Pipeline;

unless the operator of the Receiving Terminal or the Pipeline (as the case may be) has indicated to the Buyer that it is prepared to accept such LNG or Natural Gas notwithstanding its non-compliance; or

- (b) the amount reasonably estimated by the Buyer to be the Relevant Costs, which it will incur if it accepts such Offspec LNG, exceeds the limit in Section 12.2.3.

12.2.3 The amount which the Buyer may recover in respect of Relevant Costs pursuant to clause (b) of Section 12.2.1

Where the Seller informs the Buyer or the Buyer otherwise becomes aware that Offspec LNG was loaded or is to be loaded to a LNG Vessel, the Buyer shall (before giving Notice of acceptance or rejection of such LNG) provide to the Seller as soon as practicable its reasonable estimate (which shall not be binding on the Buyer) of the Relevant Costs which it will incur if it accepts such Offspec LNG.

12.2.5 For the purposes of this Section 12.2:



- (a) **"Relevant Costs"**, with respect to Offspec LNG delivered to the Buyer, means the reasonable and verifiable actual net costs incurred by the Buyer to receive, treat or dispose of such Offspec LNG (or the Natural Gas regasified therefrom), as a result of such LNG being outside the Specification. Such Relevant Costs shall be subject to a Right of Audit;
- (b) In accordance with clause (c) of Section 19.2, Relevant Costs shall not include any liability which the Buyer may incur to any Third Party, or (pursuant to Section 8.6.2) to the Seller, as a result of:
- (i) the delivery of Offspec LNG (other than liability for costs of receipt, treatment or disposal as provided in clause (a) of this Section 12.2.5);
  - (ii) the sale, supply or delivery by any person of Natural Gas resulting from (or Natural Gas comprising in whole or part Natural Gas resulting from) the regasification of such Offspec LNG.

12.2.6 If pursuant to this Article 12 the Buyer rejects Offspec LNG, then (a) Section 8.4 shall apply and (b) the Seller shall be treated as being in breach of its obligation to make delivery of such LNG for the purposes of Section 19.1.

12.2.7 For the avoidance of doubt, the Buyer may (subject to the foregoing provisions of this Section 12.2) reject Offspec LNG after the delivery of such Offspec LNG (but before it has been unloaded), and in such a case Section 8.4 shall apply.

12.2.8 The payment of any Relevant Costs in accordance with the provisions of this Article 12 shall be the Buyer's sole and exclusive remedy in respect of the non-compliance of LNG delivered or to be delivered under this Agreement with the Specification.

12.2.9 Any Offspec LNG that is accepted by the Buyer shall be deemed to have been delivered and taken pursuant to this Agreement.

12.2.10 EXCEPT AS PROVIDED IN SECTION 12.1.1, SELLER DOES NOT GIVE ANY WARRANTY OR REPRESENTATION IN RELATION TO LNG DELIVERED OR TO BE DELIVERED UNDER THIS AGREEMENT, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED (INCLUDING IN RESPECT OF CONFORMITY TO SAMPLE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE); AND ANY SUCH WARRANTY OR REPRESENTATION IS EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

### 13 MEASUREMENT; SAMPLING AND TESTING

#### 13.1 Measurement

13.1.1 The volume of LNG in each Cargo unloaded at the Unloading Point shall be measured by or on behalf of the Buyer and at its expense (without prejudice to Schedule F) using the LNG Vessel's Custody Transfer and Measurement System ("CTMS").

13.1.2 The Seller shall ensure that each LNG Vessel is equipped with a CTMS comprised of a primary and a secondary liquid level gauging device, as her main measuring device, which shall be operated and maintained in accordance with and calibrated to recognized industry standards.

13.1.3 The Buyer shall deliver to the Seller a Notice of the volume of LNG unloaded promptly following Completion of Unloading. In the absence of Notice by the Seller of its disagreement given within three Business Days of the Buyer's notification, the volume of LNG unloaded so notified shall be final, subject as otherwise provided in Schedule C.

#### 13.2 Sampling

13.2.1 The quality of the LNG in each Cargo shall be determined (by sampling and testing):

- (a) by or on behalf of the Seller, for the purposes of Article 12, by the methods described or referred to in Schedule C; and
- (b) by or on behalf of the Buyer or the operator of the Receiving Terminal, for the purposes of the determination of the Quantity Delivered, by the methods described in Schedule C.

13.2.2 The Seller shall notify the results of sampling and testing under clause (a) of Section 13.2.1 or cause them to be notified to the Buyer promptly after completion of loading of each Cargo. The Buyer shall deliver to the Seller a Notice of the results of sampling and testing under clause (b) of Section 13.2.1 or cause them to be notified to the Seller promptly after Completion of Unloading. In the absence of Notice by the Party receiving either such notification of its disagreement within three Business Days after such notification, the quality so notified shall be final (for the purposes in clauses (a) or (b) of Section 13.2.1 respectively), subject as otherwise provided in Schedule C.

### 13.3 Quantities Delivered

13.3.1 The Seller shall calculate the Quantity Delivered or cause it to be calculated, using the results derived from the procedures specified in Section 13.1 and clause (b) of Section 13.2.1 and the method specified in Schedule C. The Seller shall promptly deliver to the Buyer a Notice of the result or cause it to be notified to the Buyer. Such Notice shall include or be accompanied by all data and documents reasonably necessary to support the calculation of the Quantity Delivered.

### 13.4 Independent Surveyor

13.4.1 The Parties shall jointly appoint an independent surveyor at the Loading Port to witness and verify the measurement, sampling and testing of LNG. Such independent surveyor shall be appointed at least seven days before the loading date for any LNG Vessel with respect to which such independent surveyor is to witness and verify such measurement, sampling and testing. Either Party may have a representative present, in addition, to witness the measurement, sampling and testing of LNG and calibration of any measurement, sampling and testing equipment.

13.4.2 The Parties shall also jointly appoint an independent surveyor at the Unloading Port to witness and verify the measurement, sampling and testing of LNG. Such independent surveyor shall be appointed at least seven days before the Scheduled Arrival Period for any LNG Vessel with respect to which such independent surveyor is to witness and verify such measurement, sampling and testing. Either Party may have a representative (who shall not be an employee of an Indemnified Person) present, in addition, to witness the measurement, sampling and testing of LNG and calibration of any measurement, sampling and testing equipment.

13.4.3 The independent surveyors shall act independently. In the event of disagreement (notified by the time required under Section 13.1 or 13.2) between the Parties as to the measurement, sampling or testing of LNG, the matter shall be determined by the independent surveyor whose determination shall be final and binding on the Parties.

13.4.4 The cost of the independent surveyor shall be borne equally (50:50) by the Seller and the Buyer.

### 13.5 Revisions to Procedures

Either Party at any time may request revisions to the procedures specified in this Article 13 and the methods specified in Schedule C. When any such request is made, the Parties shall promptly consult, evaluate the proposed revisions, and implement any revisions that they may agree are appropriate.

## 14 CONTRACT PRICE DETERMINATION

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15 INVOICING, PAYMENT AND AUDITING

15.1 Cargo Invoicing

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## 15.2 Invoices

### 15.2.1 Monthly Provisional Invoice

In relation to each Cargo unloaded in a Contract Month (M), the Seller shall issue a monthly provisional invoice (the "**Monthly Provisional Invoice**") no later than the

### 15.2.2 Monthly Reconciliation Provisional Invoice

In relation to each Cargo unloaded in a Contract Month, the Seller shall issue a Monthly Reconciliation Provisional Invoice no later than

### 15.2.3 Annual Reconciliation Invoice

In relation to each Cargo unloaded in a Contract Year, the Seller shall issue an Annual Reconciliation Invoice contemporaneous with its delivery of the Annual Reconciliation Statement for such Contract Year.

### 15.2.4 General

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(c) Any invoice may be sent by facsimile and e-mail but (without prejudice to the effective receipt of an invoice so sent) shall be confirmed by sending an original signed invoice without delay.

(d) A failure of a Party to send an invoice by the time (if any) required under this Agreement shall not prejudice the obligation of the other Party to make payment in respect of such invoice by the applicable Due Date.

## 15.3 Provisional Quantities

15.3.1 If for any reason the Seller is unable to determine without delay the Quantity Delivered for any Cargo, or by the operation of any provision of Article 13 the Quantity Delivered for any Cargo notified to the Buyer is not immediately determined as final, then for purposes of Section 15.2 the Quantity

Delivered for such Cargo shall be estimated by the Seller based on the loaded quantity pursuant to Article 13 and Section VI of Schedule C.

15.3.2 Upon final determination of such Quantity Delivered, the following provisions shall apply:

- (a) if a Monthly Provisional Invoice for such Cargo has not been issued prior to the time of such final determination, then such final determination shall be used for the purposes of the Monthly Provisional Invoice for such Cargo;
- (b) if a Monthly Provisional Invoice for such Cargo has been issued prior to the time of such final determination, then the Seller shall deliver to the Buyer an invoice reflecting such final determination and an appropriate adjustment payment shall be made by the Buyer or the Seller (as the case may be) to the other Party by the Due Date of such invoice, together with accrued interest (if any), calculated at LIBOR plus one percentage point (LIBOR + 1%), on the amount of such adjustment from and including the Due Date of such Monthly Provisional Invoice to but not including the date upon which such adjustment payment is received.

#### 15.4 Payment

15.4.1 Any amount payable under any invoice issued pursuant to this Agreement shall be paid no later than the date (the "**Due Date**") that is the eighth Business Day from the date of receipt of such invoice.

15.4.2 Payment in respect of any invoice shall be made in US\$ in immediately available funds, free of all charges and without asserting any set-off or counter-claim or making any deduction or withholding (other than any required by law), into a bank account from time to time nominated by the relevant Party. Until the Seller notifies the Buyer of a change in any of the details below, the Seller's bank account for purposes of payments by the Buyer under this Agreement shall be as follows:

15.4.4 If there has been a manifest error in the preparation of an invoice, then the paying Party shall promptly on receipt of such invoice notify the issuing Party and shall pay the correct amount.



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**15.5 Interest on Late Payments**

- 15.5.1 If either Party fails to pay the other Party an amount due under any invoice by the Due Date for payment, the Party from whom payment is due shall pay interest thereon (in accordance with Section 15.5.2) to the other Party for the period commencing on and including such Due Date up to but not including the day when payment is made.
- 15.5.2 Interest shall be paid at the rate of LIBOR plus four percentage points (LIBOR + 4%) per annum, shall be calculated on the basis of a 360 day year, shall accrue daily and be compounded at three-monthly intervals, and shall be paid within eight Business Days after receipt by the paying Party of an invoice in respect of such interest.

**15.6 Disputed Payments**

If either Party disputes any amount shown as payable in an invoice, it shall (except in the case of manifest error) nevertheless pay the full amount of such invoice, and upon resolution of the dispute an adjustment payment shall be made by the appropriate Party in respect of any amount by which such amount paid was more or less than the amount determined (upon such resolution) to have been payable, together with accrued interest (calculated at LIBOR plus one percentage point (LIBOR + 1%)) on such adjustment amount from the original date of payment to (but not including) the date of such adjustment payment.

**15.7 Suspension of Deliveries**

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## 15.8 Right of Audit

15.8.1 The Seller shall have a Right of Audit to the extent and as to the matters and for the purposes provided for in Schedule F or elsewhere in this Agreement.

15.8.2 Where the Seller has a Right of Audit in relation to any matter under this Agreement:

- (a) the Seller shall be entitled to appoint a firm of internationally recognized public accountants (the "Auditor") to review and report to the Seller in relation to the relevant matters;
- (b) the Buyer may require that the Auditor gives an undertaking of confidentiality to the Buyer in such reasonable terms (not in any event being more onerous than the terms in Section 21.2) as the Parties may agree (neither Party unreasonably to withhold or delay its agreement); but the Auditor shall not be prevented by such undertaking from disclosing any information to the Seller necessary to enable the Auditor to report to the Seller in accordance with clause (d) of this Section 15.8.2 or which the Seller is entitled to be given by the Buyer under this Agreement;
- (c) either Party may require that the Parties and the Auditor enter into a tri-partite agreement providing for the matters in clause (b) of this Section 15.8.2;
- (d) the scope of the review shall be such as will enable the Auditor to report to the Seller on a basis sufficient to enable the Seller to satisfy itself as to the matters for the purposes for which (in the relevant provision of this Agreement) the Right of Audit is conferred; and the Seller shall provide to the Buyer a copy of the terms of reference given to the Auditor for the carrying out of the review before the review commences; provided that any commercially sensitive information required by and provided to Auditor for carrying out its review shall not be disclosed to the Seller;
- (e) the Auditor may engage technical experts to review matters of a technical nature (within the scope of the review as provided for in clause (d) of this Section 15.8.2) and references to the Auditor in clauses (b), (h) and (i) of this Section 15.8.2 include such technical experts;

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- (f) the Seller may exercise the Right of Audit at any time during, or within the period of 24 Contract Months following, the Contract Year to which the matters in question relate, by giving Notice to the Buyer of the matters subject to the audit and the identity of the Auditor;
- (g) following the giving of such Notice, the Buyer and the Seller shall discuss with a view to agreeing on the date on which the review shall commence, provided that (in the absence of agreement) the Seller shall be entitled to commence the review within a period of seven days after the giving of the Notice, subject to the Buyer having received the undertaking required under clause (b) of this Section 15.8.2;
- (h) subject to clause (d) of this Section 15.8.2, the Auditor shall be entitled to inspect and review all contracts, invoices, documents, books and records (collectively "**Records**") maintained by the Buyer and its Affiliates which are relevant to the relevant matter;
- (i) the Buyer shall (at its cost):
  - (i) make available to the Auditor all such Records;
  - (ii) provide full access (in normal office hours) to the Buyer's and its Affiliate's premises and personnel; and
  - (iii) provide such reasonable opportunity to interview or question the Buyer's independent auditors;as the Seller or the Auditor may require for the purposes referred to in clause (d) of this Section 15.8.2;
- (j) the Auditor shall provide a copy of its report to the Buyer at the same time that it reports to the Seller; and
- (k) following receipt of the Auditor's report, the Parties shall discuss any matters disclosed by such report with a view to agreeing upon any necessary steps to be taken as a result of any such matter.

15.8.3 Subject to anything agreed between the Parties pursuant to clause (k) of Section 15.8.2, neither Party shall be bound by the results of the Auditor's review or its report, but without prejudice to the entitlement of either Party to produce the report in any arbitration proceedings or Expert determination under Article 20.

15.8.4 The Seller shall bear the costs and expenses incurred by the Auditor (and any technical expert engaged as provided in clause (e) of Section 15.8.2), and bear or reimburse to the Buyer the costs and expenses incurred by any person nominated and approved pursuant to clause (b) of Section 15.8.5, unless:

- (a) the Auditor's report discloses a material failure on the part of the Buyer to comply with any provision of this Agreement; and
- (b) the Auditor's finding is accepted by the Buyer or confirmed in arbitration or expert proceedings

in which case the Buyer shall bear such costs and expenses.

15.8.5 Where, for the purposes for which any Right of Audit is conferred, it is necessary to review and inspect any Records of a person (including the operator of the Receiving Terminal or Pipeline) other than the Buyer or an Affiliate of the Buyer, the Buyer shall secure either:

- (a) that the Auditor shall be able to inspect and review such books and records, and shall have such access as is provided in clause (i) of Section 15.8.2; or

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- (b) that a person nominated by the Buyer and approved by the Auditor and the Seller (such approval not to be unreasonably withheld or delayed) shall do so, and shall report to the Auditor as to such matters and upon such terms as the Auditor or the Seller may reasonably require for the said purposes.

15.8.6 Where the Seller has a Right of Audit in relation to any matter:

- (a) the Buyer shall advise the Seller, prior to the Start Date and at the time the Buyer implements any material change thereafter, of the accounting and record keeping processes to be utilized by the Buyer in connection with this Agreement, which processes shall allow compliance by the Buyer with U.S. GAAP and allow the Seller to have carried out the review contemplated by this Section 15.8; and
- (b) the Buyer shall (and shall ensure that its Affiliates and any such person as is referred to in Section 15.8.5 shall) maintain and retain all such Records as are referred to in clause (h) of Section 15.8.2 for a period of not less than two years after the Contract Year to which such Records relate (or if longer until the final resolution of any dispute relating to a matter to which such Records relate).

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## 17 PERMISSIONS AND APPROVALS

- 17.1.1 The Seller shall obtain or cause to be obtained all permissions, authorizations, and approvals, if any, from any Governmental Authority in the State of Qatar, and (in relation to the LNG Vessel(s), subject to Section 10.1.2) in any country including the country of any Unloading Port, which the LNG Vessel(s) will visit, necessary to enable it to perform its obligations under this Agreement; provided that it is understood that any such authorizations, approvals and permissions which the Seller or the Transporter can only obtain at the time the LNG Vessel arrives at the Loading Facility or Unloading Port shall be obtained by the Seller as soon as practicable in connection with such arrival of the LNG Vessel at the Loading Facility or Unloading Port (as the case may be).
- 17.1.2 The Buyer shall obtain or cause to be obtained all permissions, authorizations, and approvals, if any, from any Governmental Authority in the United States, and in the country in which the Buyer is organized, necessary to enable it to perform its obligations under this Agreement.



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18 FORCE MAJEURE

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19 LIABILITY

19.1 Seller's Liability

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## 19.2 Consequential Loss or Damage

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT OR IN NEGLIGENCE OR OTHERWISE, FOR OR IN RESPECT OF:

- (a) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGE OR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE,
- (b) ANY LOSS OF INCOME OR PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF CONTRACTS OR GOODWILL, BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY, OR
- (c) EXCEPT TO THE EXTENT PROVIDED IN SECTION 8.6.3, ANY LIABILITY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION MADE OR BROUGHT AGAINST A PARTY BY ANY THIRD PARTY,

HOWSOEVER THE SAME MAY ARISE, BEEN SUFFERED OR INCURRED BY THE OTHER PARTY, INCLUDING THE BREACH OF ANY REPRESENTATION OR WARRANTY HEREUNDER, EXPRESS OR IMPLIED, WHETHER IN CONTRACT, TORT OR OTHERWISE, RESULTING FROM ANY BREACH BY THE FIRST PARTY OF, OR OTHER ACT OR OMISSION OF THE FIRST PARTY IN THE COURSE OF OR IN CONNECTION WITH THE CARRYING OUT OF, THIS AGREEMENT.

## 20 GOVERNING LAW, ARBITRATION AND EXPERT

### 20.1 Governing Law

- 20.1.1 The laws (including the Uniform Commercial Code) of the State of New York, United States shall govern this Agreement, its interpretation and the performance hereof and (except as otherwise provided in Section 20.2) all aspects of any disputes arising therefrom, except such laws as would direct or refer to the laws of another jurisdiction.
- 20.1.2 The United Nations Convention on Contracts for the International Sale of Goods (1980) shall neither govern this Agreement nor govern the performance hereof nor any aspect of any dispute arising therefrom.

### 20.2 Arbitration

- 20.2.1 Except as provided herein, the Parties agree that (unless otherwise agreed in writing by the Parties) arbitration shall be the sole means for resolution of Disputes under this Agreement. Any dispute arising out of or in relation to this Agreement, including the existence, validity, termination or breach thereof ("Dispute") shall be promptly discussed between the Parties in an attempt to resolve such Dispute amicably. If such Dispute cannot be resolved within 60 days of either Party notifying the other in writing of the existence of the Dispute, then either Party may, by Notice to the other, refer the Dispute to final and binding arbitration in accordance with this Section 20.2. Such arbitration shall be conducted in accordance with the rules of arbitration of the International Chamber of Commerce (the "Rules"), which Rules are deemed to be incorporated by reference into this Section 20.2.1. The number of arbitrators shall be three and they shall be independent of the Parties and impartial. Each Party shall appoint a qualified arbitrator within 30 days of respondent's receipt of the Notice of arbitration. The two arbitrators so appointed shall within 30 days of the appointment of the second arbitrator, appoint a third arbitrator who shall act as the presiding arbitrator. Should an



arbitrator fail to be so appointed, then such arbitrator shall be appointed in accordance with the Rules. Arbitration shall be in the English language and the place of arbitration shall be London, England, unless another location is selected by mutual agreement of the Parties. The Parties waive any defense based on sovereignty, including immunity to arbitration, immunity to judicial proceedings to enforce or to aid any such arbitration, and immunity to enforcement and execution of the award or any judgment entered thereon. The waiver of defenses based on sovereignty extends to pre-award and prejudgment attachments.

20.2.2 The award of the arbitration panel shall include a statement of the reasons for such award and an apportionment of the fees and expenses of the arbitrators which the Parties agree to pay in such proportions and a copy of the award shall be contemporaneously delivered to each Party. The award shall be final and binding on the Parties. Any monetary award shall be rendered in US\$. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction over any Party concerned. The Parties waive any right to seek a ruling from any court on issues of law that arise during the arbitration and to challenge the award on the grounds the arbitrators made errors of law. The arbitrators shall apply the law specified in Section 20.1. The provisions of Article 19 shall apply to any award to the extent applicable. Each Party shall bear the fees and expenses of all legal counsel, witnesses and employees retained by it. The tribunal shall not decide the Dispute by reliance on any other doctrine or principle that would permit the tribunal to avoid the application of this Agreement or the governing law of this Agreement. The tribunal shall have no authority to modify or amend any term or provision of this Agreement except as expressly provided in clause (d) of Section 14.10.2 of this Agreement.

20.2.3 Except to the extent necessary for proceedings relating to enforcement of the arbitrators' award or other related rights of the Parties, the fact of the arbitration, the arbitration proceeding itself, all evidence, materials or other documents exchanges or used in the arbitration, and the arbitrators' award shall constitute confidential information subject to the requirements of Section 21.2. Without prejudice to the other provisions of this Agreement, neither Party shall be entitled to suspend its performance of this Agreement by reason only of the reference of any matter or Dispute to an arbitral tribunal. The provisions of this Section 20.2 shall survive termination of this Agreement howsoever caused.

### 20.3 Expert Determination

20.3.1 Notwithstanding the provisions of Section 20.2, where Section 14.11.3 provides for a matter to be referred to an Expert, a Dispute of a technical nature arises in connection with any of the provisions of Article 13 or Schedules B or C, or a Dispute arises in connection with any other matter that the Parties agree to resolve through the use of an Expert, the Parties shall promptly discuss such matter or Dispute, as the case may be, in an attempt to resolve the matter or Dispute amicably. Failing resolution of such matter or Dispute within 60 days of either Party notifying the other in writing of its existence, either Party may send the other a written request to submit the matter for expert resolution in accordance with the International Chamber of Commerce for Technical Expertise. If either Party shall request that such a matter or Dispute shall be so determined, the Parties shall use all reasonable efforts to agree upon the selection and appointment of such an expert (the "Expert"). Section 20.2 shall apply if the Parties do not agree upon the Expert to be appointed.

20.3.2 No person shall be appointed to act as the Expert under this Section 20.3 unless is qualified by education, experience and training to determine the matter or Dispute and is knowledgeable in the field of the international LNG industry and technically competent in the area of the subject of the matter or Dispute. Any person appointed or selected as the Expert in accordance with the above provisions shall be entitled to act as such Expert provided such person is impartial and independent of the Parties, and that before accepting such appointment the proposed Expert shall have fully disclosed any interest or duty which would call into question the Expert's impartiality or independence. No person shall, without the prior agreement in writing of both Parties, be appointed as Expert who is (or has been at any time within the preceding six years) an employee of either Party or of an Affiliate of either Party or who is (or has been at any time within the preceding three years) a consultant to or contractor of either Party or an Affiliate of either Party, or who holds any significant financial interest in either Party or an Affiliate of either Party. No person shall be appointed as an Expert who has not agreed to hold in confidence any and all information furnished by the Parties in connection with the matter or Dispute and the existence thereof and of this



Agreement. The appointment of the Expert shall only take effect after agreement in writing has been reached between the Parties and the appointing agency, if any, or the Expert as to the Expert's remuneration. The arrangement agreed on shall be clearly set out in writing and shall be part of the agreement between the Parties and the Expert.

- 20.3.3 The Expert shall establish the procedures to be followed to resolve the matter or Dispute and may request from the Parties such data, information or submissions or other relevant information as the Expert deems necessary for his determination, and the Parties shall comply promptly with such requests. All written communications between the Expert and either or both Parties shall be copied simultaneously to the other Party. All information supplied to the Expert in writing by a Party shall be copied at the same time to the other Party. Any oral communications between the Expert and a Party shall occur in the presence of the other Party. The Expert shall have no ex parte communication with either Party.
- 20.3.4 No later than 45 days after acceptance of the appointment, the Expert shall issue a draft determination in writing and in such draft shall give reasons for the determination. The expert shall ignore data, information and submissions made by either Party more than 30 days after acceptance of the appointment unless the same are furnished in response to a specific request from the Expert. Each Party shall have 15 days to provide the Expert with comments on the draft determination. Each Party shall provide the other Party with copies of any such comment at the same time as the Party submits such comments to the Expert. Within ten days after receipt of such comments, the Expert shall issue the final determination.
- 20.3.5 The Expert may obtain such independent professional and/or technical advice as may be reasonably required. The Expert shall be given all reasonable access to the relevant documents and information relating to the matter or Dispute, and access to Buyer's Facilities and Unloading Port and sampling, weighing, measurements and other data as the Expert shall reasonably require.
- 20.3.6 If within 60 days after the acceptance by the Expert of the appointment, such Expert shall not have rendered a draft determination or within 75 days after acceptance by the Expert of the appointment, such Expert has not issued a final determination, then upon Notice of either Party a new Expert shall be appointed under the provisions of this Section 20.3. The appointment of the previous Expert shall cease upon service of Notice by either Party pursuant to this Section 20.3, and the Expert shall return all papers, documents, and information to the Party which has provided same to the Expert. The Parties may extend the foregoing deadlines by agreeing in writing to do so.
- 20.3.7 The said Expert shall be deemed not to be an arbitrator but shall render a determination as an Expert and any applicable law or legislation relating to arbitration shall not apply to such Expert or to the determinations or the procedure by which such determinations are reached. The determination of the Expert shall be final and binding upon the Parties save in the event of fraud, manifest error, manifest disregard of the procedures set forth in this Section 20.3 or failure by the Expert to disclose any relevant interest or duty in accordance with this Section 20.3, in which cases such action by the Expert may be appealed to an arbitral tribunal pursuant to the provisions of Section 20.2.
- 20.3.8 Either party may submit the Expert's determination to arbitration pursuant to Section 20.2 for the purpose of confirming such decision as an enforceable arbitral award.
- 20.3.9 Each Party shall bear the fees and expenses of all counsel, witnesses, consultants, and employees retained by it; the fees and expenses of the Expert shall be apportioned between Seller and Buyer in a manner proportionate to the determination made by the Expert. The determination shall be reasoned and the reasoning shall address the proportions in which the Parties should bear the Expert's costs. Any costs of an Expert who shall not have rendered a determination shall be shared equally between the Parties.
- 20.3.10 Without prejudice to the other provisions of this Agreement, neither Party shall be entitled to suspend its performance of this Agreement by reason only of the reference of any matter or Dispute to the Expert. The Parties agree that all references to and proceedings of an Expert under this Agreement and the decision of such Expert shall constitute Confidential Information subject to the requirements of Section 21.2.



21 GENERAL

21.1 Notices

21.1.1 Unless otherwise agreed by the Parties, any notice, consent, invoice or other communication ("Notice") required to be delivered or made under this Agreement or in connection with the matters contemplated by it:

- (a) shall be in writing in the English language;
- (b) shall be addressed as provided in Section 21.1.2;
- (c) shall be delivered as follows:
  - (i) by personal delivery or express courier service, in which case it shall be deemed to have been delivered upon delivery at the relevant address; or
  - (ii) by facsimile, in which case it shall be deemed to have been delivered when dispatched, subject to confirmation of uninterrupted transmission by a transmission report, provided that any Notice dispatched by facsimile after 5:00PM local time at the address of the recipient on any day, or on a day which is not a Business Day, shall be deemed to have been delivered at 8:00AM at such local time on the next Business Day; and
  - (iii) by e-mail, in which case it shall be deemed to have been delivered when dispatched, subject to confirmation of receipt by return e-mail, provided that any Notice dispatched by e-mail after 5:00PM local time at the address of the recipient on any day, or on a day which is not a Business Day, shall be deemed to have been delivered at 8:00AM at such local time on the next Business Day.

21.1.2 The addresses and other details of the Parties referred to in Section 21.1.1 are, subject to Section 21.1.3, as follows:

**Seller:**

**Buyer:**

21.1.3 Any Party may notify the other Party of any change to the address or any of the other details specified in Section 21.1.2, provided that such notification shall only be effective on the date specified in such Notice or eight days after the Notice is given, whichever is later.

21.1.4 Any Notice given by facsimile and e-mail shall be followed by a hard copy to be sent or delivered to the relevant address specified in Section 21.1.2, unless otherwise agreed, but without prejudice to the validity of the original Notice.

21.1.5 This Section 21.1 shall not apply to notices of an operational nature to the extent to which such notices are covered by the Implementation Procedures.

## 21.2 Confidentiality

21.2.1 The Parties agree to treat the contents of this Agreement, its existence, and any information disclosed pursuant to this Agreement, or in an arbitration or Expert proceeding conducted under this Agreement, as strictly confidential and agree not to transmit, reveal, disclose or otherwise communicate any provision of this Agreement or any such information to any Third Party without the prior written consent of the other Party hereto, except for such information which at the time of disclosure by a Party to such Third Party is already (through no fault of such Party) part of the public domain or which was already known to the receiving Party prior to receiving such information under this Agreement (without breach by the receiving Party of any obligation of confidentiality), or was independently developed by the receiving Party (without the use of any confidential information that was obtained or used in breach of any obligation of confidentiality), and except for disclosure by either Party:

- (a) which is expressly required or permitted by, or reasonably necessary for the implementation of, this Agreement;
- (b) to a Wholly Owned Affiliate of such Party, or to any lender to such Party;
- (c) in the case of disclosure by the Seller, to Seller's shareholders and Affiliates of such shareholders, or any operator or agent appointed by the Seller;
- (d) to the advisors, legal counsel, auditors, accountants and consultants of a Party or (so far as there is a reasonable need for such disclosure) of a Wholly Owned Affiliate or lender within clause (b) of this Section 21.2.1; or
- (e) to any court or Governmental Authority requiring such information or any other appropriate Third Party, including a recognized stock exchange, to the extent necessary to comply with any legal or governmental requirement or rules of such stock exchange, provided that such court or Governmental Authority has authority to require such disclosure and that such disclosure is made in accordance with that authority.

21.2.2 A Party may also communicate confidential information to any person reasonably needing to see the same in connection with any *bona fide* financing or offering or sale of securities by the Seller, the Buyer, any Affiliate of the Seller or the Buyer, shareholder of Seller or Buyer, or any Affiliate of any of the shareholders of Seller or Buyer, to comply with the disclosure or other requirements of applicable law or of financial institutions or other participants (including rating agencies) in the financing, offering or sale, in each case provided that such party is subject to a confidentiality undertaking similar to this Section 21.2 to maintain the confidentiality of such confidential information.

21.2.3 Except in the case of such information already forming part of the public domain, already known to the disclosing Party prior to receiving such information under this Agreement (without breach of the disclosing Party of any obligation of confidentiality), or independently developed by the disclosing Party (without the use of any confidential information), such disclosing Party shall use all reasonable efforts to ensure that the Third Party receiving such confidential information pursuant to this Section 21.2 maintains its confidentiality.

## 21.3 Assignment

21.3.1 Subject to Sections 21.3.2 and 21.3.4, neither Party may assign or transfer any or all of its rights and/or obligations under this Agreement without first obtaining the consent in writing of the other Party.

21.3.2 A Party may, without obtaining such consent, assign all or part of its rights and obligations under this Agreement to a Wholly Owned Affiliate, provided that:

- (a) such Wholly Owned Affiliate has the legal capacity, and (whether by virtue of its own resources or by virtue of resources made available to it by the assigning Party or another Wholly Owned Affiliate of the assigning Party) the technical capability, to perform the obligations to be assigned;
- (b) unless the other Party's written release is obtained, the assigning Party shall remain liable under this Agreement for the performance of all of its obligations including those assigned to the Wholly Owned Affiliate.

21.3.4 Notwithstanding the foregoing provisions of this Section 21.3, and without the prior written consent of the Buyer, the Seller may assign all or part of its rights and/or obligations under this Agreement (i) by way of security to a trust, trustee, bank, paying agent, its lenders or its lenders' agent or (ii) or any other person as is required for any bona fide financing.

#### 21.4 Termination



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## 21.5 Miscellaneous

21.5.1 The failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require subsequent performance pursuant to such provision, nor shall the waiver by either Party of any breach of any provision of this Agreement be deemed to be a waiver of any subsequent breach of such provision. Performance of any condition or obligation to be performed hereunder shall not be, nor be deemed to have been, waived or postponed except to the extent expressly provided in an instrument in writing signed by the Party who has granted such waiver or postponement. Any partial exercise of a right or remedy hereunder shall not affect any greater or further exercise thereof.

21.5.2 , nothing in this Agreement (expressed or implied) is intended to confer on any person not party to this Agreement any rights or remedies as a third party beneficiary in or by reason of this Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement may be amended, modified, varied or supplemented as provided in Section 21.5.4 without Notice to or consent of any such person that is not a Party.

21.5.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof and supersedes and replaces all previous negotiations, agreements, undertakings and representations, documents, minutes of meetings, letters or notices on or relating to the same subject between the Parties, whether written or oral, prior to the Effective Date.

21.5.4 This Agreement shall not be amended, modified, varied or supplemented except by an instrument in writing executed by both the Seller and the Buyer which specifically references this Section 21.5.4.

21.5.5 If any provision (or part thereof) of, or pursuant to, this Agreement is or becomes illegal, ineffective, or inoperable, the legality, effectiveness or operability of any other part of such provision or any other

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provision shall not be affected but shall continue in force and effect. In such event, the Parties shall meet promptly to discuss and agree on any amendments to this Agreement necessary to maintain the original intention of the Parties.

- 21.5.6 The Parties agree and undertake, on behalf of themselves, and their respective Affiliates, contractors, and personnel, to act at all times in a manner which is consistent with the highest ethical standards. Each Party warrants to the other Party that it has not made or offered and will not make or offer, with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the use of any public official (that is, any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), where the making or offering of such payment, gift, promise or advantage by such Party would violate any laws applicable to such Party.
- 21.5.7 Each Party further agrees and undertakes, on behalf of itself, its Affiliates, contractors, and personnel, not to pay any fees, commissions or rebates to any employee, officer or agent of the other Party nor favor any of them with gifts or entertainment of significant cost or value. Each Party shall keep all records necessary to confirm compliance with this Section 21.5.7, and either Party may audit such records of the other Party at any time within the two-year period following the year for which such records apply.
- 21.5.8 This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same agreement. If a Party sends a facsimile copy of the signature page of this Agreement to the other Party showing that it has caused the same to be executed, then such other Party may rely on such facsimile as having the same legal force and effect as a signed original counterpart of this Agreement. The Parties shall exchange executed original counterparts of this Agreement as promptly as possible.
- 21.5.9 This Agreement is between independent parties acting on their own behalf. Nothing in this Agreement and no action taken by the Parties, pursuant to this Agreement shall constitute, be deemed to constitute, or be construed, as creating an agency, consignment, bailment, or employment relationship, partnership, joint venture, trust, unincorporated association or co-operative entity or any similar relationship between the Seller, and the Buyer. In carrying out its activities under this Agreement, the Buyer shall act in its own name, as an independent distributor. Neither the Buyer nor its executives or employees are entitled to, or may purport to, make any contractual commitment on behalf of the Seller, or in any way bind the Seller,
- 21.5.11 Unless otherwise specified in this Agreement, any remedies provided for in this Agreement shall be several and cumulative.
- 21.5.12 Each Party agrees that it has a duty to mitigate losses, damages, costs and expenses resulting from the default, breach or negligence of the other Party.
- 21.5.13 All statements to be made by a Party to the other Party under or pursuant to this Agreement, including billings, notices, reports, financial settlements, and other undertakings between the Parties, shall properly reflect the facts about activities and transactions between the Parties. In performing their respective obligations and undertakings under this Agreement, the Parties shall use all reasonable efforts to prevent their employees or personnel or contractors from making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loans or other considerations to or from the other Party's employees, personnel or contractors.
- 21.5.14 The Seller represents that it has no obligation to any Third Party by way of commissions, finder's fees or similar fees with respect to entering into this Agreement. The Buyer represents that it has no obligation to any Third Party by way of commissions, finder's fees or similar fees with respect to entering into this Agreement. Each Party hereto agrees to indemnify and hold harmless the other

Party hereto for and against all claims and losses suffered by such other Party resulting from the incorrectness of the representations made in this Section 21.5.14 by the indemnifying Party.

21.5.15 The Parties acknowledge that this Agreement was negotiated and prepared by the Parties with the advice of legal counsel to the extent deemed necessary by each Party. The Parties have agreed to the wording of this Agreement and none of the provisions of this Agreement shall be construed against one Party on the ground that such Party is the author of this Agreement or any part of this Agreement.

21.5.16 Each Party shall bear its own expenses and costs in the negotiation, preparation and execution of this Agreement.

21.5.17 The Parties acknowledge that this Agreement was negotiated and executed outside the United States and agree that, unless otherwise provided for in this Agreement or agreed by the Parties, all meetings between the Parties regarding the implementation of this Agreement shall occur outside the United States.

## 21.6 Implementation Procedures

21.6.1 The Parties shall establish procedures relating to the implementation of various provisions of this Agreement (such procedures, the "**Implementation Procedures**") as soon as possible after the Effective Date. The failure to agree upon the Implementation Procedures shall not relieve, create, change or amend any obligations under this Agreement.

21.6.2 Nothing in the Implementation Procedures shall operate to amend this Agreement. In the event of any conflict between any of the terms of the Implementation Procedures and the terms of this Agreement, the terms of this Agreement shall prevail.

## 22 REPRESENTATIONS AND WARRANTIES; COVENANTS

### 22.1 Buyer Representations and Warranties

The Buyer represents and warrants to the Seller that on and as of the Effective Date:

- (a) it is a company duly organized, validly existing and in material compliance with the laws of the jurisdiction of its organization;
- (b) it has full power and authority to enter into and perform this Agreement;
- (c) this Agreement has been duly executed and delivered by an authorized officer or other representative of the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable in accordance with its terms, except as such enforceability may be affected by applicable bankruptcy, reorganization, insolvency, moratorium, limitation of actions, or other similar laws affecting creditors' rights generally; and
- (d) the execution, delivery and performance of this Agreement does not violate the organizational documents of the Buyer.

### 22.2 Seller Representations and Warranties

The Seller represents and warrants to the Buyer that on and as of the Effective Date:

- (a) it is a company duly organized, validly existing and in material compliance with the laws of the jurisdiction of its organization;
- (b) it has full power and authority to enter into and perform this Agreement;



- (c) this Agreement has been duly executed and delivered by an authorized officer or other representative of the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as such enforceability may be affected by applicable bankruptcy, reorganization, insolvency, moratorium, limitation of actions, or other similar laws affecting creditors' rights generally; and
- (d) the execution, delivery and performance of this Agreement does not violate the organizational documents of the Seller.

### 22.3 Financing

The Parties recognize that the Seller, the Buyer and the Transporter have or may have obtained and/or may obtain financing with respect to Seller's Facilities, Buyer's Facilities and/or LNG Vessels, respectively, from Third Party lenders including commercial banks, export credit agencies, multi-lateral agencies and/or through the issuance of capital markets debt instruments. It is expected that lenders of the Seller or the Buyer will require certain documents and agreements from the Buyer, the Seller and/or the Transporter, respectively, in order to facilitate such financing. Accordingly, at the cost and expense of the requesting Party, the other Party shall use all reasonable efforts to provide the documentation and agreements reasonably requested by such lenders, subject always to receipt of the appropriate confidentiality undertaking required pursuant to Section 21.2 and subject to the understanding that no Party nor the Transporter shall be obligated to assume any new obligation beyond what is already contemplated in this Agreement. Such required documents and agreements may include, to the extent appropriate under the circumstances, and applicable law, among other things: (a) certified copies of a Party's corporate documents, resolutions, incumbency certificates, customary legal opinions, financial statements, and copies of all governmental authorizations, approvals and permissions, and (b) direct agreements between parties to the material agreements and the respective lenders, in form and substance reasonably satisfactory to the respective lenders.

### 22.4

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in Doha, State of Qatar by its duly authorized representative as of the Effective Date.

Ras Laffan Liquefied Natural Gas Company Limited (3)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Hamad R. Al-Mohannadi

Title: \_\_\_\_\_

Managing Director

ExxonMobil LNG Supply LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

J.F. Muschalik

Title: \_\_\_\_\_

Vice President



## SCHEDULE A – LNG VESSELS

### PART 1 – LNG VESSEL REQUIREMENTS

	Maximum	Minimum
Length overall (LOA)	346.00 meters	n/a
Beam	55.0 meters	n/a
Arrival draft (in fresh water)	12.19 meters	n/a
Displacement at arrival draft	178,000 tons	n/a
LNG tank capacity (100%)	266,500 cubic meters	125,000 cubic meters*
LNG pumping rate	18,000 cubic meters/hour	10,000 cubic meters/ hour

Each LNG Vessel shall have been constructed in accordance with all applicable internationally recognized industry standards (including the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk).

Each LNG Vessel shall at all times be maintained in class with any of the American Bureau of Shipping, Lloyds Register of Shipping or Det Norske Veritas or any other classification society that is a registered member of under the International Association of Classification Societies and is mutually agreeable to the Parties.

\*The Buyer shall use all reasonable efforts to accept the use, on an ad-hoc basis, of a LNG Vessel whose LNG tank capacity is less than 125,000 cubic meters, but not less than 88,000 cubic meters if such a LNG Vessel is compatible with the Receiving Terminal, subject to Article 9.

### PART 2 – LIST OF LNG VESSELS

Name of LNG Vessel	IMO Number	Type	Name of Ship Owner	LNG Vessel Capacity** @ 98.5% (Conv) @ 98.0% (Q-Flex and Q-Max)	Deadweight* tons
FUWAIRIT	9256200	Conv.	Camartina Shipping Inc.	136,188	74,067
MAERSK RAS LAFFAN	9255854	Conv.	K/S Membrane 1	136,199	73,705
MAERSK QATAR	9321732	Conv.	K/S Membrane 2	143,418	77,802
LUSAIL	9285952	Conv.	Peninsula LNG Transport No. 1 Ltd.	143,478	78,489
AL THAKHIRA	9298399	Conv.	Peninsula LNG Transport No. 2 Ltd.	143,517	78,542
AL DEEBEL	9307176	Conv.	Peninsula LNG Transport No. 3 Ltd.	143,524	78,594
EJNAN	9334076	Conv.	Peninsula LNG Transport No. 4 Ltd.	143,502	78,403
RASGAS ASCLEPIUS	9302499	Conv.	Sea Satin Corporation	143,635	84,650
UMM BAB	9308431	Conv.	Sea Trade International	143,708	84,659
SIMAISMA	9320386	Conv.	Greenwell Corporation	143,700	84,863

Name of LNG Vessel	IMO Number	Type	Name of Ship Owner	LNG Vessel Capacity** @ 98.5% (Conv) @ 98.0% (Q-Flex and Q-Max)	Deadweight* tons
AL JASSASSIYA	9324435	Conv.	Venus Marine Inc.	143,717	84,863
AL MARROUNA	9325685	Conv.	Teekay Nakilat (II) Limited	149,539	90,617
AL AREESH	9325697	Conv.	Teekay Nakilat (II) Limited	149,545	90,617
AL DAAYEN	9325702	Conv.	Teekay Nakilat (II) Limited	149,613	90,617
AL AAMRIYA	9338266	Q-Flex	J5 Nakilat No.1 Ltd.	205,965	121,922
AL THUMAMA	9360843	Q-Flex	J5 Nakilat No.2 Ltd.	211,910	104,701
AL ORAIQ	9360790	Q-Flex	J5 Nakilat No.3 Ltd.	205,994	121,930
MURWAB	9360805	Q-Flex	J5 Nakilat No.4 Ltd.	205,971	121,843
AL SAHLA	9360855	Q-Flex	J5 Nakilat No.5 Ltd.	211,842	104,550
FRAIHA	9360817	Q-Flex	J5 Nakilat No.6 Ltd.	205,950	121,914
UMM AL AMAD	9360829	Q-Flex	J5 Nakilat No.7 Ltd.	205,954	121,730
AL UTOURIYA	9360867	Q-Flex	J5 Nakilat No.8 Ltd.	211,879	104,561
AL HUWAILA	9360879	Q-Flex	Al Huwalla Inc.	213,089	109,502
AL KHARSAAH	9360881	Q-Flex	Al Kharsaah Inc.	213,110	109,485
AL KHUWAIIR	9360908	Q-Flex	Al Khuwair Inc.	213,101	109,505
AL SHAMAL	9360893	Q-Flex	Al Shamal Inc.	213,101	109,503
AL DAFNA	9443683	Q-Max	Nakilat S.H.I. 1726 Inc.	260,621	128,900
AL RUWAIS	9337951	Q-Flex	NEPTANA Schiffsbetriebsgesellschaft mbH & Co. TS "ALEXANDRA" KG	205,937	121,504
AL SAFLIYA	9337963	Q-Flex	NAUSOLA Schiffsbetriebsgesellschaft mbH & Co. TS "BRITTA" KG	205,931	121,639
DUHAIL	9337975	Q-Flex	NAURANTO Schiffsbetriebsgesellschaft mbH & Co. TS "GABRIELLA" KG	205,930	121,639
AL GHARIYA	9337987	Q-Flex	NEPTORA Schiffsbetriebsgesellschaft mbH & Co. TS "JULIA" KG	205,941	121,504
TEMBEK	9337731	Q-Flex	Overseas LNG S1 Corporation	211,885	106,896
AL HAMLAL	9337743	Q-Flex	Overseas LNG S2 Corporation	211,863	106,894
AL GATTARA	9337705	Q-Flex	Overseas LNG H1 Corporation, Marshall Islands	211,900	106,898
AL GHARRAFA	9337717	Q-Flex	Overseas LNG H2 Corporation	211,905	107,169
AL GHUWAIIRIYA	9372743	Q-Max	Nakilat Ghuwairiya Inc.	257,984	154,940

Name of LNG Vessel	IMO Number	Type	Name of Ship Owner	LNG Vessel Capacity** @ 98.5% (Conv) @ 98.0% (Q-Flex and Q-Max)	Deadweight* tons
LIJMILIYA	9388819	Q-Max	Nakilat Lijmiliya Inc.	258,019	155,159
AL SAMRIYA	9388821	Q-Max	Nakilat Al Samriya Inc.	258,094	154,900
MOZAH	9337755	Q-Max	Nakilat Haloul Inc.	260,928	130,102
UMM SLAL	9372731	Q-Max	Nakilat Umm Slal Inc.	261,028	130,059
BU SAMRA	9388833	Q-Max	Nakilat Bu Samra Inc.	261,131	130,442
AL SHEEHANIYA	9360831	Q-Flex	Nakilat DSME 2264 Inc.	205,963	122,006
AL SADD	9397341	Q-Flex	Nakilat DSME 2265 Inc.	205,959	121,913
ONAIZA	9397353	Q-Flex	Nakilat DSME 2266 Inc.	205,947	121,939
MESAIMEER	9337729	Q-Flex	NAKILAT HHI 1908 INC.	211,986	107,160
AL KHARAITIYAT	9397327	Q-Flex	NAKILAT HHI 1909 INC.	211,927	107,153
AL REKAYYAT	9397339	Q-Flex	NAKILAT HHI 1910 INC.	211,967	107,160
AL GHASHAMIYA	9397286	Q-Flex	Nakilat S.H.I. 1696 Inc.	212,983	108,988
AL MAYEDA	9397298	Q-Max	Nakilat S.H.I. 1694 Inc.	261,157	130,298
MEKAINES	9397303	Q-Max	Nakilat S.H.I. 1695 Inc.	261,146	130,171
AL MAFYAR	9397315	Q-Max	NAKILAT S.H.I. 1697 INC.	260,658	130,157
AL KHATTIYA	9431111	Q-Flex	NAKILAT DSME 2283 INC.	205,993	121,946
AL KARAANA	9431123	Q-Flex	Nakilat DSME 2284 Inc.	205,981	122,052
AL NUAMAN	9431135	Q-Flex	Nakilat DSME 2285 Inc.	205,981	121,910
AL BAHIIYA	9431147	Q-Flex	Nakilat DSME 2286 Inc.	205,981	121,957
SHAGRA	9418365	Q-Max	Nakilat S.H.I. 1751 Inc.	261,071	130,102
ZARGA	9431214	Q-Max	Nakilat S.H.I. 1752 Inc.	261,104	129,851
AAMIRA	9443401	Q-Max	NAKILAT S.H.I. 1753 INC.	260,912	130,026
RASHEEDA	9443413	Q-Max	NAKILAT S.H.I. 1754 INC.	260,912	128,900

\* summer draft

\*\* cubic meters (m3)

*gjm*

*17*

*OP*  
*13*



you

Execution Version

CONFIDENTIAL

18

RL3-EM LNG SPA

Sch. C, Page 1

~~A~~ OP1  
B3

*gsm*

**Execution Version**

**CONFIDENTIAL**

7F

RL3-EM LNG SPA

Sch. C, Page 2

*OP1*  
*23*

**Execution Version**

*gsm*

~~X~~ *OP*  
*3*



gym

~~TOP~~  
3

*gjn*

*VF*

*DP1*  
*23*

*Jan*

*[Handwritten signature]*

*gsm*

1F

*CP7*  
*93*



gpa

IF

012  
B

*je*

1F

*[Handwritten signature]*

*gsm*

IF

*OP1*  
*[Signature]*

*gym*

1F

*OPD*  
*[Signature]*



gsm

7F

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13

*gjm*

1F

~~OP1~~  
*OP1*

*gym*

1F

*OP1*  
*93*

jjm

1F

OP2  
93

gsm

1F

~~1~~ 012  
3



*gjm*

IF

*CP*  
*3*

gsh

7F

OP1  
213

gsm

1F

~~OPD~~  
SD

*Handwritten initials*

**Execution Version**

**CONFIDENTIAL**

*IF*

RL3-EM LNG SPA

Sch. D, Page 4

*Handwritten marks: a large 'X' and 'OP' above a signature.*

jsm

12

~~12~~ 012  
103



gjm

OP2  
133

*fyne*

1F

*OP1*  
*193*

jsm

~~CP~~  
B37

gjm

~~OP~~  
3

gfu

OP7  
153



gsm

OP1  
[Signature]

ggm

14

~~14~~ 027  
92

gsm

1F

~~OP~~  
B3

jsm

~~X~~ 017  
B3

*gjm*

Execution Version

CONFIDENTIAL

1F

RL3-EM LNG SPA

Sch. F, Page 3

*OP*  
*85*



*gsm*

17

*OP*  
*23*

gsm

Execution Version

CONFIDENTIAL

1F

RL3-EM LNG SPA

Sch. F, Page 5

OP1  
83

*jsm*

1F

*DP*  
*13*

*gym*

*OP1*  
*B3*

jsm

1F

OPJ  
X  
93

jsm

1F

~~17~~ 017  
37



*gjm*

IF

*OP2*  
*193*

*gsm*

*017*  
*83*