**Key Terms of the Terminal Use Agreement for Throughput Services for 2\(^{nd}\) and other future Throughput Customers**

The terms of the Terminal Use Agreement ("TUA") for Throughput Services for the 2\(^{nd}\) and other future Throughput Customers are anticipated to be substantially similar, from an operational perspective, to the provisions in the existing Terminal Use Agreement dated 15 March 2010 ("Existing TUA") between Singapore LNG Corporation Pte. Ltd. ("SLNG") and BG Singapore Gas Marketing Pte. Ltd. ("BG").

A preliminary draft of the TUA for the 2\(^{nd}\) and other future Throughput Customers ("Draft TUA") is attached as Appendix-1. The Draft TUA is for reference only, and is subject to contract and further changes which are currently under discussion between SLNG and BG (and which are intended to be consistently applied to all Throughput TUAs). The changes are contemplated in areas which include ADP and ship scheduling, enhanced Borrowing & Lending mechanisms, use of additional storage under certain circumstances, delivery via truck loading facilities for supply of LNG into the Singapore market and small-scale reloading of LNG (in support of bunkering and other small scale uses in Singapore), Nomination and Scheduling of Regasified LNG Deliveries, and are aimed at ensuring that the LNG Terminal continues to be a highly flexible, multi-user terminal capable of accommodating large throughput volumes of LNG. SLNG reserves the right to amend the Draft TUA to achieve such objective.
LNG TERMINAL USE AGREEMENT

[FOR SECOND AND FUTURE THROUGHPUT CUSTOMER]

by and between

SINGAPORE LNG CORPORATION PTE. LTD.
as Terminal Owner

and

[Terminal User]
as Terminal User

Dated as of [●] 2014
## CONTENTS

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEFINITIONS AND INTERPRETATIONS</td>
<td>1</td>
</tr>
<tr>
<td>1.1 Definitions</td>
<td>1</td>
</tr>
<tr>
<td>1.2 Interpretation</td>
<td>18</td>
</tr>
<tr>
<td>1.3 Indices No Longer Available</td>
<td>21</td>
</tr>
<tr>
<td>2. ESSENTIAL NATURE OF TRANSACTION</td>
<td>22</td>
</tr>
<tr>
<td>2.1 Tolling Arrangement</td>
<td>22</td>
</tr>
<tr>
<td>2.2 Terminal Owner’s Recourse to Gas Receivers</td>
<td>22</td>
</tr>
<tr>
<td>3. SERVICES AND SCOPE</td>
<td>25</td>
</tr>
<tr>
<td>3.1 Services to be Provided by Terminal Owner</td>
<td>25</td>
</tr>
<tr>
<td>3.2 Storage &amp; Send-out Services; Storage &amp; Reload Services; and Ancillary Services</td>
<td>26</td>
</tr>
<tr>
<td>3.3 Activities Outside Scope of this Agreement</td>
<td>26</td>
</tr>
<tr>
<td>3.4 Services Provided to Other Customers</td>
<td>27</td>
</tr>
<tr>
<td>3.5 Terminal Owner’s Obligations in Connection with Expansions; Other Construction</td>
<td>29</td>
</tr>
<tr>
<td>3.6 Segregated Storage Facilities</td>
<td>29</td>
</tr>
<tr>
<td>3.7 Use of Cold Thermal Energy</td>
<td>30</td>
</tr>
<tr>
<td>4. CONDITIONS PRECEDENT</td>
<td>30</td>
</tr>
<tr>
<td>4.1 Conditions Precedent</td>
<td>30</td>
</tr>
<tr>
<td>4.2 Terminal Owner’s Conditions Precedent</td>
<td>30</td>
</tr>
<tr>
<td>4.3 Terminal User’s Conditions Precedent</td>
<td>31</td>
</tr>
<tr>
<td>4.4 Satisfaction of Conditions Precedent</td>
<td>31</td>
</tr>
<tr>
<td>4.5 Failure to Satisfy Conditions Precedent</td>
<td>32</td>
</tr>
<tr>
<td>4.6 Effectiveness of Agreement</td>
<td>32</td>
</tr>
<tr>
<td>5. SALE AND PURCHASE OF SERVICES</td>
<td>32</td>
</tr>
<tr>
<td>5.1 Purchase and Sale of the Services</td>
<td>32</td>
</tr>
<tr>
<td>5.2 Services</td>
<td>32</td>
</tr>
<tr>
<td>5.3 Expiration of Services</td>
<td>33</td>
</tr>
<tr>
<td>5.4 Terminal User’s Use of Services; Notification</td>
<td>33</td>
</tr>
<tr>
<td>5.5 Adjustments to MLRQ</td>
<td>33</td>
</tr>
<tr>
<td>6. COMPENSATION FOR SERVICES; FUEL &amp; LUFG</td>
<td>35</td>
</tr>
<tr>
<td>6.1 Terminal Fees and Charges</td>
<td>35</td>
</tr>
<tr>
<td>6.2 Treatment of Fuel Gas and Lost &amp; Unaccounted For Gas</td>
<td>38</td>
</tr>
<tr>
<td>7. SCHEDULING OF LNG RECEIPTS</td>
<td>38</td>
</tr>
<tr>
<td>7.1 Nomination by Lead Scheduler</td>
<td>38</td>
</tr>
<tr>
<td>7.2 Nominations of Windows by Customers Other than Lead Scheduler</td>
<td>41</td>
</tr>
<tr>
<td>7.3 Changes in Separation Between Windows</td>
<td>43</td>
</tr>
<tr>
<td>7.4 Issuance Of Initial ADP By Terminal Owner</td>
<td>43</td>
</tr>
<tr>
<td>7.5 Customer-Requested Changes To ADP</td>
<td>43</td>
</tr>
<tr>
<td>7.6 Revision of ADP by Terminal Owner</td>
<td>45</td>
</tr>
<tr>
<td>7.7 ADP in Final Year of Term</td>
<td>47</td>
</tr>
<tr>
<td>8. TERM</td>
<td>48</td>
</tr>
<tr>
<td>8.1 Term</td>
<td>48</td>
</tr>
<tr>
<td>9. LNG TERMINAL</td>
<td>48</td>
</tr>
</tbody>
</table>
9.1 Standard of Operation .............................................................................................................. 48
9.2 Facilities to be Provided ............................................................................................................. 48
9.3 Facilities Not Provided ............................................................................................................... 50
9.4 Compatibility of LNG Vessels with the LNG Terminal .............................................................. 51
9.5 Modifications to LNG Terminal Generally ............................................................................... 51
9.6 Modifications to LNG Terminal Resulting From Changes in International LNG Vessel Standards ............................................................................................................................................................. 51
9.7 Terminal User Inspection Rights ............................................................................................... 51

10. TRANSPORTATION AND LNG VESSELS .............................................................................. 54
10.1 Customer to Cause LNG Vessels to Comply ............................................................................ 54
10.2 Authorisation and Documentation of LNG Vessels ................................................................. 54
10.3 Port Charges ............................................................................................................................. 55
10.4 LNG Vessel Requirements ....................................................................................................... 55
10.5 Environmental Issues .............................................................................................................. 59
10.6 Marine Operations Manual ..................................................................................................... 61
10.7 Exchange of Information .......................................................................................................... 61
10.8 Approval of LNG Vessels ......................................................................................................... 62
10.9 Right to Reject LNG Vessel ..................................................................................................... 65

11. BERTHING ASSIGNMENT AND UNLOADING ..................................................................... 66
11.1 Advance Notices: LNG Vessel Nomination ............................................................................. 66
11.2 Advance Notices: LNG Vessel Movements ............................................................................ 67
11.3 Governmental Notices ............................................................................................................. 67
11.4 Notice of Cancellation ............................................................................................................. 68
11.5 Change in Expected Receipt Quantity ..................................................................................... 68
11.6 Right to Reject Certain Quantities .......................................................................................... 68
11.7 Limit on LNG Cargo Tank Average Vapour Pressure ............................................................... 68
11.8 Notice of Readiness: Issuance .................................................................................................. 69
11.9 Notice of Readiness: Effectiveness .......................................................................................... 69
11.10 Berthing Assignment ............................................................................................................. 70
11.11 Allotted Unloading Time and Permitted Berth Occupancy Time ............................................. 71
11.12 Actual Unloading Time ........................................................................................................... 73
11.13 Berthing; Requirement to Leave Berth .................................................................................. 73
11.14 Return to Berth ...................................................................................................................... 74
11.15 Demurrage and Boil-Off Gas ................................................................................................. 75
11.16 Unloading at the LNG Terminal ............................................................................................. 76
11.17 Vessels in Excess of 180,000 Cubic Metres .......................................................................... 77

12. RECEIPT OF LNG .................................................................................................................... 77
12.1 Title, Custody and Risk of Loss ............................................................................................... 77
12.2 No Encumbrance ..................................................................................................................... 78
12.3 Receipt of LNG ....................................................................................................................... 78
12.4 Quality and Measurement of Terminal User’s LNG ............................................................... 78
12.5 Notices of Changes in Quality ............................................................................................... 78
12.6 Refusal to Accept Off-Specification LNG ............................................................................. 79
12.7 Refusal to Continue Unloading Off-Specification LNG .......................................................... 80
12.8 Customer Responsibility and Indemnification ..................................................................... 80
12.9 Effect on Future Cargoes ....................................................................................................... 81
12.10 Modification of Gas Quality Specification ............................................................................. 81

13. STORAGE OF LNG AND REDELIVERY OF REGASIFIED LNG ........................................ 81
13.1 Commingling of LNG in Storage and Regasified LNG Stream .............................................. 81
13.2 Terminal User’s Inventory .................................................................................................... 82
13.3 Maximum LNG Inventory ..................................................................................................... 83
13.4 ASSIGNMENT OF TERMINAL USER’S INVENTORY ................................................................. 85
13.5 ALLOCATION OF LOSSES .................................................................................................... 85
13.6 ALLOCATION OF FUEL ........................................................................................................ 86
13.7 FORECASTS .......................................................................................................................... 87
13.8 NOMINATION AND SCHEDULING OF REGASIFIED LNG DELIVERIES ....................... 87
13.9 DELIVERY OF REGASIFIED LNG ....................................................................................... 90
13.10 HOURLY DELIVERY OF REGASIFIED LNG ................................................................. 91
13.11 FAILURE TO TAKE DELIVERY OF REGASIFIED LNG AT DELIVERY POINT ............ 91
13.12 RESPONSIBILITY FOR ODORISATION ............................................................................ 93
13.13 RESPONSIBILITY: DOWNSTREAM ARRANGEMENTS .................................................. 93
13.14 TERMINAL USER’S RESPONSIBILITY: LIMITATION .................................................... 94
13.15 GAS ALLOCATIONS; IMBALANCE CHARGES .............................................................. 94
13.16 GAS QUALITY SPECIFICATIONS AND MEASUREMENT OF GAS AT THE DELIVERY POINT ... 95
13.17 RIGHT TO REJECT NONCONFORMING GAS ................................................................. 95

14. INVOICING & PAYMENT ...................................................................................................... 98
14.1 MONTHLY INVOICES .......................................................................................................... 98
14.2 OTHER INVOICES ............................................................................................................... 98
14.3 ADJUSTMENTS .................................................................................................................... 98
14.4 AUDIT ................................................................................................................................... 98
14.5 RECORDS ............................................................................................................................ 99
14.6 PAYMENT DUE DATE FOR MONTHLY INVOICE ............................................................. 99
14.7 DUE DATE FOR OTHER INVOICES .................................................................................. 100
14.8 INTEREST ........................................................................................................................... 100
14.9 PAYMENT .......................................................................................................................... 100
14.10 NON-PAYMENT – GAS RECEIVER OBLIGATIONS ....................................................... 100
14.11 NON-PAYMENT – AMOUNTS OTHER THAN GAS RECEIVER OBLIGATIONS ............ 102
14.12 DISPUTED INVOICES ..................................................................................................... 102
14.13 FINAL SETTLEMENT ....................................................................................................... 103

15. TAXES .................................................................................................................................... 103
15.1 TERMINAL USER RESPONSIBILITY FOR TAXES .......................................................... 103
15.2 TERMINAL OWNER RESPONSIBILITY FOR TAXES ....................................................... 103
15.3 INCOME TAX ..................................................................................................................... 103

16. INSURANCE ......................................................................................................................... 103
16.1 TERMINAL OWNER’S INSURANCE OBLIGATIONS ......................................................... 103
16.2 REPUTABLE INSURERS .................................................................................................... 104
16.3 TERMINAL OWNER INSURANCES: TERM ................................................................. 104
16.4 INSURANCES: CONSTRUCTION PERIOD ..................................................................... 104
16.5 TERMINAL USER’S INSURANCE OBLIGATIONS .......................................................... 104
16.6 EVIDENCE OF INSURANCE .......................................................................................... 105
16.7 PORT LIABILITY AGREEMENT ....................................................................................... 105

17. LIABILITIES .......................................................................................................................... 106
17.1 TERMINAL OWNER FAILURE TO RECEIVE LNG OR REDELIVER REGASIFIED LNG ...... 106
17.2 CONSEQUENTIAL LOSS OR DAMAGE .......................................................................... 106
17.3 MITIGATION ...................................................................................................................... 107
17.4 HANDLING CUSTOMER VESSELS ............................................................................... 107

18. EVENT OF FORCE MAJEURE ............................................................................................. 107
18.1 NATURE OF RELIEF .......................................................................................................... 107
18.2 EVENTS OF FORCE MAJEURE ...................................................................................... 107
18.3 EFFECT OF FORCE MAJEURE IN PAYMENT OBLIGATIONS ........................................ 108
18.4 NOTIFICATION OF EVENT OF FORCE MAJEURE .......................................................... 108
29.1 Terminal User Cooperation Regarding Terminal Owner Financing ........................................... 128
29.2 Amendments ................................................................................................................................. 128
29.3 Authorisations ............................................................................................................................... 128
29.4 Successors and Assigns .................................................................................................................. 128
29.5 Waiver ........................................................................................................................................... 129
29.6 No Third-Party Beneficiaries ......................................................................................................... 129
29.7 Exclusion of Sales of Goods Act and CISG .................................................................................. 129
29.8 Rules of Construction .................................................................................................................... 129
29.9 Survival of Rights .......................................................................................................................... 129
29.10 Rights and Remedies ..................................................................................................................... 130
29.11 Disclaimer of Agency ..................................................................................................................... 130
29.12 Severance of Invalid Provisions .................................................................................................. 130
29.13 Compliance with Laws .................................................................................................................. 130
29.14 Expenses ...................................................................................................................................... 132
29.15 Scope ........................................................................................................................................... 132
29.16 Counterpart Execution .................................................................................................................. 132
29.17 Sovereign Immunity ...................................................................................................................... 132

Schedules:

Schedule 1 Measurements and Tests for LNG
Schedule 2 Measurements and Tests for Regasified LNG
Schedule 3 Form of Terminal User’s Guarantee
Schedule 4 Form of Port Liability Agreement
Schedule 5 Gas Quality Specifications
Schedule 6 LNG Specification
Schedule 7 Form of Notice of Assignment and TUA Direct Agreement
Schedule 8 Form of Gas Sales Agreement
Schedule 9 LNG Storage & Reload Services and LNG Storage & Send-out Services
Schedule 10 Form of Terminal & Inter-Customer Agreement
Schedule 11 Downstream Pipeline Interconnection Points
THIS LNG TERMINAL USE AGREEMENT is made and entered into as of [●] 2014

BETWEEN:

(1) SINGAPORE LNG CORPORATION PTE. LTD., a company incorporated under the laws of the Republic of Singapore with its principal office at 991G Alexandra Road, #03-29C, Singapore 119975 ("Terminal Owner"); and

(2) [TERMINAL USER], a company incorporated under the laws of [●], with its principal office at [●] ("Terminal User").

RECITALS

(A) EMA awarded Terminal User a Gas Importer’s Licence which provides, among other things, for the rights of Terminal User to import certain quantities of LNG into Singapore for sale as Regasified LNG to End Users in Singapore and to provide certain LNG handling services to LNG Handling Customers in Singapore;

(B) Terminal Owner owns and operates an LNG terminal facility on Jurong Island, Singapore capable of performing certain LNG terminalling services;

(C) Terminal User desires to purchase LNG terminalling services from Terminal Owner for the purpose of providing Gas service to End Users and providing LNG handling services to Gas Receivers;

(D) Terminal Owner desires to make LNG terminalling services available to Terminal User using the LNG Terminal in accordance with the terms hereof;

(E) As an essential inducement for Terminal Owner entering into this Agreement, Terminal User’s Guarantor will execute the Terminal User’s Guarantee; and

(F) In furtherance of the foregoing, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In addition to any terms or expressions defined elsewhere in this Agreement, the terms or expressions set forth below shall have the following meanings in this Agreement:

“Accession Agreement” means the accession agreement to the Arbitration Agreement between Terminal Owner and Aggregator, acting in its own capacity and on behalf of each of the other parties to the Arbitration Agreement, to which Terminal User must accede;

“Actual Unloading Time” has the meaning set forth in clause 11.12;
“ADP” means the annual delivery program developed pursuant to clause 7 that sets forth the Windows allocated to Terminal User and Other Customers, as such program may be revised from time-to-time in accordance with clause 7;

“ADP Information” has the meaning set forth in clause 7.1(b)(v);

“Adverse Operations” means the occurrence of either Excess Stock or Insufficient Stock or both;

“Affected Party” has the meaning set forth in clause 18.2;

“Affiliate” means a Person (other than a Party) that directly or indirectly controls, is controlled by, or is under common control with, a Party, and for such purposes the terms “control”, “controlled by” or other derivatives mean the direct or indirect ownership of more than fifty (50) percent of the voting rights in a Person or the right to appoint a majority of the directors in a Person;

“Aggregator” means BG Singapore Gas Marketing Pte Ltd;

“Agreement” means this agreement, together with the Schedules attached hereto, which are hereby incorporated into and made a part hereof;

“All Fast” means, in respect of any Cargo, the time when the LNG Vessel delivering such Cargo is safely moored with all mooring lines tied up to the berth to the satisfaction of the Master of such LNG Vessel;

“Allocation Basis Priority” has the meaning set forth in clause 18.9;

“Allotted Unloading Time” has the meaning set forth in clause 11.11(a);

“Ancillary Services” has the meaning set forth in clause 3.2(b);

“Answer” has the meaning set forth in the ICC Rules;

“Applicable Law” means (a) the applicable laws of Singapore; and (b) the laws to which each Party or such Party’s ultimate parent company are subject and the laws of any other country in which a Party or such Party’s ultimate parent company is listed or its shares traded; and (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention’s Commentaries; and (d) the United States Foreign Corrupt Practices Act or the principles of such act; and (e) the applicable laws of any part of the United Kingdom;

“Approved LNG Vessel” has the meaning set forth in clause 10.8(c);

“Arbitration Agreement” means the Umbrella Arbitration Agreement dated 11 March 2010 between EMA, Aggregator, Terminal Owner and such other Persons (including
Terminal User) that may become parties thereto by way of accession from time-to-time pursuant to an Accession Agreement;

**“Authorisations”** means all consents, authorisations, licences, waivers, permits, approvals and other similar documents from or by a Governmental Authority;

**“Balancing Period”** shall have the meaning set forth in the Terminal & Inter-Customer Agreement;

**“bar”** is a unit of pressure equal to one hundred (100) kPa as defined in ISO 1000-1992(E);

**“Basic Conditions”** shall mean a temperature of fifteen and six tenths degrees Celsius (15.6°C) (measured with a mercury thermometer) and an absolute pressure of one point zero one three two five (1.01325) bar or seven-hundred and sixty (760) millimetres of mercury column (measured by a Fortin-type barometer and corrected to zero degrees Celsius (0°C) with the standard gravity acceleration value), the equivalents of which in the Anglo-Saxon system are sixty degrees Fahrenheit (60°F) and fourteen and six hundred ninety-six thousandths (14.696) psia, respectively;

**“Boil Off Gas”** means Regasified LNG that results from the natural and spontaneous vaporisation of LNG while, as applicable, such LNG is in an LNG vessel (but excluding any quantity resulting from forced vaporisation) or in the facilities comprising the LNG Terminal other than the vaporisation facilities;

**“British Thermal Unit”** or **“Btu”** means the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at an absolute pressure of fourteen and six hundred ninety-six thousandths (14.696) psia;

**“Business Day”** means any day (other than a Saturday or Sunday) on which banks are generally open for normal business in Singapore;

**“Cargo”** means a quantity of LNG expressed in mmBtu carried by an LNG Vessel in relation to which Terminal Owner will render the Services to Terminal User under this Agreement or any Other Customer under its TUA (as applicable);

**“Celsius”** means the metric scale of temperature where zero point zero one degree Celsius (0.01°C) is the triple point of water and a difference in temperature of one degree Celsius (1°C) corresponds to one over two-hundred and seventy-three and sixteen hundredths (1/273.16) of the difference in temperature between the triple point and absolute zero;

**“Change of Control”** has the meaning set forth in clause 23.1(f);

**“Claims”** has the meaning set forth in clause 12.2(a);
“Commencement Date” means 7 May 2013, the date that the LNG Terminal commenced commercial operations;

“Conditions Precedent” has the meaning set forth in clause 4.1;

“Connection Charges” has the meaning set forth in Section A 4.1.1 (e) of the Gas Network Code;

“Contract Month” means each calendar month of a Contract Year; provided, however, that:

(a) the first Contract Month means the period beginning on the Services Effective Date and ending on the last day of the calendar month during which the Services Effective Date occurred; and

(b) the last Contract Month means the period beginning on the first (1st) day of the calendar month in which this Agreement terminates and ending on the last day of the Term;

“Contract Year” means, in respect of this Agreement:

(a) for the first Contract Year in respect of this Agreement, the period beginning on the Services Effective Date and ending on the next occurring 31 December;

(b) for the last Contract Year in respect of this Agreement, the period beginning on 01 January and ending on the last day of the Term; and

(c) for all other Contract Years, the twelve (12) month period beginning on 01 January and ending on the next occurring 31 December;

“cubic metre” means a volume equal to the volume of a cube, each edge of which is one metre;

“Cumulative Delinquency Amount” has the meaning set forth in clause 14.11(a);

“Customer” means either Terminal User or any Other Customer, as the context may require, and “Customers” means, collectively, Terminal User and all Other Customers;

“Daily Fuel Factor” has the meaning set forth in clause 13.6(a);

“Default Notice” has the meaning set forth in clause 23.3;

“Default Rate” means LIBOR plus four (4) percentage points per annum;

“Delinquency Notice” has the meaning set forth in clause 14.11(b);

“Delivery Point” means each point located at each of the planes formed by the upstream face of a redelivery flange of the LNG Terminal send-out pipeline where it connects with
the inlet flange of a Downstream Pipeline into which Terminal User has scheduled Gas for injection and transportation;

“Departure Notice” has the meaning set forth in clause 11.1;

“Downstream Pipeline” means all Gas pipelines that are interconnected with the LNG Terminal;

“EMA” means the Energy Market Authority of Singapore, a body established under the Energy Market Authority of Singapore Act and having its principal office at 991G Alexandra Road, #01-29, Singapore 119975;

“Encumbrance” has the meaning set forth in clause 12.2(a);

“End Users” means Persons that have entered into one or more Gas Sales Agreements to purchase Regasified LNG from Terminal User;

“ETA” has the meaning set forth in clause 11.2(a);

“Event of Default” means either a Terminal Owner Event of Default or an Terminal User Event of Default;

“Event of Force Majeure” has the meaning set forth in clause 18.2;

“Excess Rate Charge” has the meaning set forth in clause 6.1(d)(i);

“Excess Rate Fee” has the meaning set forth in clause 6.1(d)(i);

“Excess Regasification Services” has the meaning set forth in clause 13.8(d)(iii);

“Excess Stock” means that the LNG Balance equals the working LNG storage capacity of the LNG Terminal at a time when an LNG Vessel is at the berth at the conclusion of its Scheduled Window and such LNG Vessel has not been fully unloaded;

“Excluded Services” has the meaning set forth in clause 3.3(a);

“Execution Date” means the date that this Agreement has been duly executed and delivered by the Parties;

“Expansion Facilities” means any LNG terminal facilities and equipment (including the third LNG storage tank and any LNG truck loading facilities) that have been or may be constructed at or adjacent to the LNG Terminal and: (a) that are interconnected with, and utilised to provide services that also utilise, the LNG reception, LNG storage or LNG vaporisation facilities encompassed within the Initial Facilities (as such facilities may have been previously expanded); and (b) that materially expand or increase the LNG reception capacity, LNG storage capacity, LNG vaporisation and Regasified LNG send-out capacity and/or LNG truck loading capacity of the Initial Facilities (as such Initial Facilities may have been previously expanded) above and beyond the capabilities of the
facilities and equipment specifically described in clauses 9.2(a)-9.2(e) (as such Initial Facilities may have been previously expanded); provided, however, that the term Expansion Facilities shall not include the Initial Facilities or any Segregated Storage Facilities;

“Expected Receipt Quantity”, in relation to a Customer’s Cargo, means such Customer’s reasonable estimate of the quantity of LNG (measured in mmBtu) expected to be unloaded at the Receipt Point, as reflected in the ADP and the corresponding Firm Forward Schedule (as amended pursuant to clauses 11.1(h) or 11.5), taking into consideration, among other factors:

(a) the expected composition of the Cargo anticipated to be loaded at the Loading Port;
(b) the expected loaded volume of such Cargo;
(c) the natural Boil-Off Gas, and fuel gas used by the applicable LNG Vessel in excess of natural Boil-Off Gas, expected to occur during the shipment of the Cargo;
(d) the anticipated time required from the commencement of loading of such Cargo to the completion of unloading of such Cargo; and
(f) the anticipated quantity of heel to be retained aboard the applicable LNG Vessel from such Cargo;

“Fahrenheit” means that temperature scale where thirty-two degrees Fahrenheit (32.0ºF) is equal to zero degrees Celsius (0.0ºC) and a temperature interval of one degree Fahrenheit (1ºF) is equal to an interval of five-ninths degrees Celsius (5/9ºC);

“Financing” has the meaning set forth in clause 29.1;

“Firm Forward Schedule” means the portion of the ADP applicable to the period with respect to which Throughput Customers are required to have specified Programmed Daily Quantities;

“First Notice” has the meaning set forth in clause 11.2(a);

“Fuel” has the meaning set forth in clause 6.2;

“GAAP” means generally accepted accounting principles as used by the Singapore Accounting Standards Council, consistently applied and maintained throughout the periods indicated;

“Gas” means any hydrocarbon or a mixture of hydrocarbons (including Regasified LNG) consisting principally of methane, other hydrocarbons and non-combustible gases (but is not required to contain ethane, propane or butane), all of which are substantially in gaseous phase under Basic Conditions;
“Gas Act” means the Gas Act (Chapter 116A, Singapore Statutes);

“Gas Day” means a period of twenty-four (24) consecutive hours, beginning at 0000 hours Singapore time and ending at 0000 hours Singapore time on the following day;

“Gas Network Code” means the gas network code issued or modified by EMA pursuant to Section 2 of the Gas Act;

“Gas Quality Specification” means the Gas quality specification set forth in Schedule 5;

“Gas Receiver Obligations” has the meaning set forth in clause 2.2(a);

“Gas Receiver Obligation Receivables” has the meaning set forth in clause 2.2(c);

“Gas Receivers” means, collectively, (a) End Users receiving deliveries of Regasified LNG under any Gas Sales Agreement and [(b) LNG Handling Customers receiving deliveries of Regasified LNG from Terminal User under any LNG Handling Agreement];

“Gas Sales Agreement” means a gas sales and purchase agreement entered into by Terminal User with an End User for the sale of certain quantities of Regasified LNG;

“Government Ownership” means ownership of at least sixty-six and seven tenths (66.7) percent of the equity interest in Terminal Owner collectively by one or more Governmental Authority of Singapore and Temasek Holdings (Private) Limited;

“Governmental Authority” means any judicial, legislative, administrative, executive or other national, state, regional, municipal or local authority, ministry, department or any administrative agency, office, organisation or authority;

“GPA” has the meaning set forth in paragraph 15.4 of Schedule 1;

“Gross Heating Value” shall mean the quantity of heat, expressed in British Thermal Units per scf, resulting from “A” divided by “B”, where (a) “A” is equal to the quantity of heat, expressed in British Thermal Units, produced by the complete combustion in dry air at constant pressure of one Standard Cubic Foot of Gas at Basic Conditions with the air initially at the same temperature and pressure as the Gas, after cooling the products of the combustion to the initial temperature of the Gas and air, and after condensation of the water formed by combustion, and (b) “B” is the compressibility of the Gas, expressed as a decimal fraction, calculated in accordance with American Gas Association Report No. 8 latest edition;

“GST” has the meaning set forth in the Goods and Services Tax Act (Chapter 117A, Singapore Statutes);

“Imbalance Charges” has the meaning set forth in clause 13.15(b) ;
“Importer’s Licence” means a gas importer’s licence granted to Terminal User pursuant to Section 7 (3) (h) of the Gas Act;

“Initial Facilities” means the LNG terminal facilities and equipment described in clause 9.2 and that have been constructed and located at Jurong Island, Singapore as of the Services Effective Date, as such facilities and equipment may be modified or replaced from time-to-time in the ordinary course of the operation, maintenance and repair of such original facilities and equipment; provided, however, that the term Initial Facilities shall not include any Expansion Facilities or any Segregated Storage Facilities;

“Insolvency Event” means, with respect to any Person, an event where such Person:

(a) is by applicable law (or is found by a competent court to be) insolvent, bankrupt, unable to pay its debts as they come due, or admits its inability to pay its debts as they fall due;

(b) stops, suspends or threatens to stop or suspend payment of all or a substantial part of its indebtedness;

(c) proposes or makes a general assignment or scheme of arrangement or composition with, or for the benefit of its creditors in respect of all or a material part of its indebtedness, declares a moratorium in respect of its indebtedness or where a receiver, administrator, administrative receiver, compulsory manager or similar officer in respect of such Person or any of its assets is appointed;

(d) is dissolved, liquidated or wound up, or a material portion of the assets of such Person are expropriated, attached, sequestrated or foreclosed upon; or

(e) takes any corporate action, step, legal proceedings or other procedure for any of the foregoing;

“Insufficient Stock” means, as of a given date, that the inventory of Terminal User or any Other Customer plus amounts such Person will be entitled to borrow under the terms of the Terminal & Inter-Customer Agreement, is less than the sum of the Programmed Daily Quantities of such Person during the period between such date and the mid-point of the next Scheduled Window;

“International LNG Terminal Standards” means, to the extent not inconsistent with the express requirements of this Agreement or applicable Law and taking into account local physical conditions, the international standards and practices applicable to the design, equipment, operation or maintenance of LNG receiving and regasification terminals, established by the following (such standards to apply in the following order of priority):

(a) a Governmental Authority having jurisdiction over Terminal Owner; and
(b) any internationally recognised non-governmental agency or organisation, including the Society of International Gas Tankers and Terminal Operators (SIGTTO), Oil Companies International Marine Forum (OCIMF) and The International Group of LNG Importers (GIIGNL), with whose standards and practices it is customary for Reasonable and Prudent Operators of LNG receiving and regasification terminals to comply;

“International LNG Vessel Standards” means, to the extent not inconsistent with the expressed requirements of this Agreement or applicable Law, the international standards and practices applicable to the ownership, design, construction (including the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk), equipment, operation or maintenance of LNG Vessels established by the following (such standards to apply in the following order of priority):

(a) a Governmental Authority;

(b) the International Maritime Organisation (IMO);

(c) the Society of International Gas Tankers and Terminal Operators (SIGTTO) and any other internationally recognised non-governmental agency or organisation, including Oil Companies International Marine Forum (OCIMF), the International Navigation Association (PIANC) and the International Association of Classification Societies (IACS);

provided, however, that in the case of sub-clauses (b) and (c) above, it is customary for Reasonable and Prudent Operators of LNG Vessels to comply with the standards and practices of such organisation, society or non-governmental agency;

“Invoice Period” has the meaning set forth in clause 2.2(b);

“ISM Code” has the meaning set forth in clause 10.2(c);

“ISO” has the meaning set forth in paragraph 2.1 of Schedule 1;

“ITF” has the meaning set forth in clause 10.2(d);

“Late Invoicing Interest” has the meaning set forth in clause 2.2(b);

“Law” means any decree, resolution, law, statute, act, ordinance, order, treaty, convention, code or regulation or any interpretation of the foregoing, as enacted, issued, promulgated or amended (as applicable) by any Governmental Authority;

“Lead Scheduler” has the meaning set forth in clause 7.1(a);

“Legal Requirement” means any Law or any present or future directive, request, requirement, instruction, condition of or limitation in any necessary Authorisation, or any present or future direction, rule or code of practice of any Governmental Authority of
Singapore, (but, if not having the force of law, only if compliance therewith is customary for a Person to whom it is addressed);

“Lenders” means any Person providing finance or financial support to Terminal Owner in any form in connection with the LNG Terminal or Terminal Owner’s business activities, including any export credit agency, funding agency, bondholder, insurance agency, interest rate hedging provider or similar entity or institution in relation to the provision of finance or financial support, and any agent or trustee acting on behalf of such Persons;

“Liabilities” means all liabilities, costs, claims, disputes, demands, suits, legal or administrative proceedings, judgments, damages, losses and expenses (including reasonable attorneys’ fees and other reasonable costs of litigation or defence), and any and all fines, penalties and assessments of, or responsibilities to, Governmental Authorities;

“LIBOR” means the London Interbank Offered Rate for six (6) month dollar deposits (rounded upwards, if necessary, to the nearest one hundredth of one percent (0.001%)) appearing on Reuters Screen LIBOR01 Page (or any successor page) at approximately 1100 hours (London, England time), two (2) Business Days prior to the first (1st) day of such six (6) month period. If for any reason such rate is not available, LIBOR shall be, for any specified period, the rate per annum reasonably determined by Terminal Owner as the rate of interest at which dollar deposits in the approximate subject amount would be offered by major banks in the London Interbank Eurodollar market at their request at or about 1000 hours (London, England time) two (2) Business Days prior to the first (1st) day of such period for a term comparable to such period;

“Liquids” means liquid hydrocarbons capable of being extracted from LNG at the LNG Terminal, consisting predominately of ethane, propane, butane and longer-chain hydrocarbons;

“LNG” means Gas in its liquid state at or below its boiling point at or near atmospheric pressure;

“LNG Balance” means, at any time, the aggregate quantity of LNG and Regasified LNG stored or present at the LNG Terminal, as measured in mmBtu exclusive of amounts retained by Terminal Owner as tank heel, and excluding, for the avoidance of doubt, any LNG stored in any Segregated Storage Facilities;

“LNG Handling Agreement” means an agreement, substantially in the form approved by EMA pursuant to the Importer’s Licence, entered into between Terminal User and an End User for Terminal User’s handling of LNG imported by such End User;

“LNG Handling Customers” means Persons that have entered into one or more LNG Handling Agreements with Terminal User;
“LNG Sales and Purchase Agreement” means, collectively: (a) the LNG sales and purchase agreement entered into by Terminal User and LNG Supplier pursuant to the Importer’s Licence; and (b) the guarantee made by [●] [insert name of LNG Supplier’s parent, if applicable] in favour of EMA covering LNG Supplier’s obligations to EMA under the Importer’s Licence in respect of the supply of LNG for import and delivery into Singapore;

“LNG Specification” means the specification set out in Schedule 6;

“LNG Supplier” means [●] [insert name of Terminal User’s LNG supplier];

“LNG Terminal” means, collectively, the Initial Facilities and the Expansion Facilities; provided, however, that the term LNG Terminal shall not include any Segregated Storage Facilities;

“LNG Terminal Operator’s Licence” has the meaning set forth in Section 7 (3) (f) of the Gas Act;

“LNG Vessel” means an ocean-going vessel suitable for transporting LNG that a Customer uses or procures the use of for transportation of LNG to the LNG Terminal, including all vessels owned, operated, leased or chartered by Terminal User or by any Person from whom Terminal Owner receives LNG for Terminal User’s account;

“Loading Port” means the port at which a Cargo is loaded on board an LNG Vessel;

“Low Aggregate Take Surcharge” has the meaning set forth in clause 6.1(c)(i);

“LUFG” has the meaning set forth in clause 13.5(a);

“Marine Operations Manual” has the meaning set forth in clause 10.6(a);

“MaxGRR” means the maximum Gas redelivery rate, which in the case of Terminal User on any Gas Day shall equal the sum of the maximum firm entitlements of all of Terminal User’s Gas Receivers (plus, in the case of any Gas Receiver that receives Gas from Terminal User at a point downstream of the Delivery Point hereunder, applicable transportation fuel and losses), under all agreements between Terminal User and Gas Receivers that are approved by EMA and are in effect on such Gas Day and for which Terminal Owner has provided confirmation or has been deemed to have provided confirmation pursuant to clause 2.2(f), except for the maximum firm entitlements under any LNG Handling Agreement with a Gas Receiver that was entered into as a consequence of a temporary reduction in service by Aggregator to such Gas Receiver under a Gas Sales Agreement;

“MinEGRR” means the minimum efficient Gas redelivery rate which, during any hour, is (A) Terminal User’s pro rata portion (based on its MaxGRR and the MaxGRR of all Other Customers) of [4,900] mmBtu or (B) a lesser figure which, when combined with the nominated Gas deliveries of all Other Customers, is equal to [4,900] mmBtu;
“MinGRR” means the minimum Gas redelivery rate, which on any Gas Day is the least of (A) Terminal User’s pro rata portion (based on its NMQ and the NMQ of all Other Customers) of the Minimum Operational Output, (B) a figure which, when combined with the nominated Gas deliveries of all Other Customers, is equal to the Minimum Operational Output, or (C) the MaxGRR;

“Minimum Operational Output” means [3,700] mmBtu per hour, or in the event that Terminal Owner is conducting LNG Vessel unloading operations on a Day, other than unloading or reloading an LNG Vessel for a Storage & Reload Customer or cooling down any LNG Vessel, and has notified Terminal User of that fact by 1100 hours on the Day before such Day, [4,900] mmBtu per hour;

“MLI” has the meaning set forth in clause 13.3(a);

“MLRQ” means the maximum LNG reception quantity (measured in mmBtu) that Terminal User or any Other Customer (as applicable) shall be entitled to deliver to the LNG Terminal during any Contract Year, and which with respect to Terminal User shall equal the amount calculated pursuant to clause 5.5;

“mmBtu” means one million (1,000,000) Btu;

“Month” means a period starting at 0000 hours on the first Day of a calendar month (according to the Gregorian calendar) and finishing immediately prior to 0000 hours on the first Day of the following calendar month, and “Monthly” has a corresponding meaning;

“Moody’s” means Moody’s Investors Service, Inc.;

“Mtpa” means one million (1,000,000) metric tonnes per annum;

“Nitrogen Injection Facilities” has the meaning set forth in clause 9.8(a);

“Nitrogen Usage Fee” has the meaning set forth in clause 9.8(a)(vii);

“NMQ” has the meaning set forth in clause 13.8(a);

“Nomination Month” has the meaning set forth in clause 13.8(a);

“Nonconforming Gas” means Gas that does not meet the Gas Quality specification, which shall include “Injection Non-compliant Gas”, as such term is defined in Section H 3.2.1 (a) of the Gas Network Code;

“Non-Government Ownership” means ownership of thirty-three and three tenths (33.3) percent or more of the equity interest in Terminal Owner collectively by one or more Persons who are not Governmental Authorities of Singapore or Temasek Holdings (Private) Limited;

“Non-Payment Notice” has the meaning set forth in clause 14.10(a);
“Notice” has the meaning set forth in clause 28.1(a);

“Notice of Readiness” or “NOR” has the meaning set forth in clause 11.8;

“Off-Specification LNG” has the meaning set forth in clause 12.6(a);

“Operating Procedures” has the meaning set forth in clause 13.8(g);

“Other Customers” means, Throughput Customers (other than Terminal User, but including Aggregator), Storage & Reload Customers and Storage & Send-out Customers;

“P&I Insurance” has the meaning set forth in clause 16.5(b)(ii);

“Party” means either Terminal Owner or Terminal User, as the context may require, and “Parties” means, collectively, Terminal Owner and Terminal User;

“Peaking Charge” has the meaning set forth in clause 6.1(e)(ii);

“Peaking Fee” has the meaning set forth in clause 6.1(e)(ii);

“Peaking Reservation Services” has the meaning set forth in clause 6.1(e)(i);

“Permitted Berth Occupancy Time” has the meaning set forth in clause 11.11(b);

“Person” means any individual, corporation, partnership, trust, unincorporated organisation, institution, Governmental Authority or any other legal entity;

“Pilot” means any Person engaged by the Vessel Operator to come on board an LNG Vessel to assist the Master in pilotage, mooring and unmooring of such LNG Vessel;

“Pilot Boarding Station” has the meaning set forth in clause 11.8;

“Port Charges” means all charges of whatsoever nature (including rates, tolls and dues of every description, whether under the Maritime and Port Authority Act (Cap.170A) or otherwise) in respect of an LNG Vessel entering, berthing at, leaving or otherwise using the services or facilities of all or any part of the LNG Terminal, including charges imposed by fire boats, guard tugs, harbour tugs and escort vessels, a Pilot, and any other Person assisting an LNG Vessel to enter, berth at, leave or otherwise use the services or facilities of all or any part of the LNG Terminal; but the term excludes Taxes;

“Port Liability Agreement” means a port liability agreement in the form attached as Schedule 4;

“Programmed Daily Quantity” has the meaning set forth in clause 13.8(a);

“psia” means pounds per square inch absolute;
“Public Official” means any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;

“Quarter” means a calendar quarter, with the first Quarter containing the Months of January, February and March; the second Quarter containing the Months of April, May and June; the third Quarter containing the Months of July, August and September; and the fourth Quarter containing the Months of October, November and December;

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

“Receipt Point” means each of the planes formed by the downstream surface of each of the flange couplings of the LNG Terminal’s LNG receiving line at the flange coupling of each of the respective LNG discharge lines at the cargo unloading manifold on board an LNG Vessel;

“Regasified LNG” means Gas derived from the conversion of LNG (received by Terminal Owner at the Receipt Point) from its liquid state to a gaseous state;

“Replacement Guarantee” has the meaning set forth in clause 22(b);

“Replacement Guarantor” means an Affiliate of Terminal User which provides a Replacement Guarantee in accordance with clause 22(b);

“Reservation Charge” has the meaning set forth in clause 6.1(a)(i);

“Reservation Fee” has the meaning set forth in clause 6.1(a)(i);

“Retainage” means, collectively, Fuel and LUFG;

“Round-Up Quantity” has the meaning set forth in clause 5.5(g);

“Scheduled Window” means, for any applicable Contract Year, a Window allocated either to Terminal User or any Other Customer within the ADP, as the ADP may be revised from time-to-time;

“Second Notice” has the meaning set forth in clause 11.2(b);

“Segregated Storage Facilities” means any LNG storage facilities and equipment that may be constructed at or adjacent to the LNG Terminal and that provide physical LNG storage capacity that is in excess of the capacity provided by the LNG storage tanks described in clause 9.2(d), and which storage facilities and equipment are operated
exclusively for the provision of Storage & Reload Service on a non-integrated basis with the storage facilities encompassed within the LNG Terminal, but will nevertheless require shared access to and use of certain common facilities with the LNG Terminal such as the marine berth, jetty facility, LNG receiving and vapour return arms, cryogenic LNG piping and the control room;

“Services” has the meaning set forth in clause 3.1;

“Services Effective Date” means the date that all Conditions Precedent under this Agreement have been satisfied or waived (as applicable) by the Parties in accordance with the provisions of clause 4;

“Shipper” has the meaning set forth in Section A 4.4.4 (q) of the Gas Network Code;

“Singapore” means the Republic of Singapore;

“SIRE Accredited Inspector” means an inspector qualified and certified by the Oil Companies International Marine Forum (OCIMF) under the Ship Inspection Report Exchange (SIRE) Programme to inspect an LNG Vessel for the purpose of generating an inspection report for inclusion in OCIMF’s Ship Inspection Report Programme;

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.;

“Standard Cubic Foot” or “scf” is a measure of quantity of Gas, equal to a cubic foot of volume at sixty degrees Fahrenheit (60°F) (fifteen and six tenths degrees Celsius (15.6°C)) and fourteen point six ninety-six (14.696) psia (one (1) atm or one hundred and one point three twenty-five (101.325) kPa) of pressure;

“Step-In Rights Agreement” means the umbrella step-in rights agreement in respect of this Agreement and the Importer’s Licence to be entered into by EMA, Terminal Owner and Terminal User;

“Storage” means the retention by Terminal Owner of LNG for a period of time at the LNG Terminal;

“Storage & Reload Customers” means all Other Customers receiving Storage & Reload Services at the LNG Terminal;

“Storage & Reload Services” has the meaning set forth in Schedule 9;

“Storage & Reload TUA” means a terminal use agreement between Terminal Owner and a Storage & Reload Customer;

“Storage & Send-out Customers” means all Other Customers receiving Storage & Send-out Services at the LNG Terminal;

“Storage & Send-out Services” has the meaning set forth in Schedule 9;
“Storage & Send-out TUA” means a terminal use agreement between Terminal Owner and a Storage & Send-out Customer;

“Supplemental Guarantee” has the meaning set forth in clause 22(c);

“Supplemental LC” has the meaning set forth in clause 22(d);

“System Entry Agreement” has the meaning assigned to such term in Section H 1.3.1 of the Gas Network Code;

“Tangible Net Worth” means, as of the date of such assignment, the total assets of the assignee and its subsidiaries, on a consolidated basis, that would be reflected on the assignee’s consolidated balance sheet as of such date, excluding any items that would be classified as an intangible asset or goodwill, minus the total liabilities of the assignee and its subsidiaries, on a consolidated basis, that would be reflected on the assignee’s consolidated balance sheet as of such date, all calculated in accordance with GAAP (except to the extent that under GAAP “tangible net worth” excludes leasehold improvements, which are hereby added back and considered part of Tangible Net Worth as defined herein);

“Taxes” means all customs, taxes, royalties, excises, fees, duties, levies, sales and use taxes and value added taxes, charges and all other assessments (including GST), which may now or hereafter be enacted, levied or imposed, directly or indirectly, by a Governmental Authority, excluding Port Charges;

“Term” has the meaning set forth in clause 8.1;

“Terminal & Inter-Customer Agreement” means the agreement entered into by Terminal Owner and Aggregator on 15 March 2010, and to which Terminal User must accede, and to which all Other Customers will accede, all as set forth in Schedule 10;

“Terminal Access Code” means the LNG terminal access code promulgated or to be promulgated by EMA;

“Terminal Owner” has the meaning set forth in the preamble;

“Terminal Owner Breach” has the meaning set forth in clause 17.1;

“Terminal Owner Event of Default” means an Event of Default specified under clause 23.1;

“Terminal Owner’s Licence” means the LNG Terminal Operator’s Licence granted by EMA to Terminal Owner pursuant to Section 7 (3) (f) of the Gas Act;

“Terminal User Event of Default” means an Event of Default specified in clause 23.2;
“Terminal User’s Guarantee” means a deed of guarantee executed and delivered by Terminal User’s Guarantor in favour of Terminal Owner in the form set forth in Schedule 3;

“Terminal User’s Guarantor” means [●] [insert name of Terminal User’s guarantor entity];

“Terminal User’s Inventory” means, at any given time, the quantity (in mmBtu) that represents LNG and Regasified LNG held for Terminal User’s account at the LNG Terminal and shall be equal to the credit balance of Terminal User’s Inventory Account, as determined and accounted for in accordance with clause 13.2(b);

“Terminal User’s Inventory Account” has the meaning set forth in clause 13.2(b);

“Terminal User’s LNG”, for the purposes of the Services, means LNG received at the Receipt Point for Terminal User’s account;

“Terminalling Charges” has the meaning set forth in clause 6.1;

“Termination Notice” has the meaning set forth in clause 23.6;

“Third Notice” has the meaning set forth in clause 11.2(c);

“Throughput Customers” means all Customers of Terminal Owner at the LNG Terminal (including Terminal User) that are entitled to receive Throughput Services;

“Throughput Services” means the unloading of an LNG Vessel and temporary storage of unloaded LNG at the LNG Terminal, and the subsequent vaporisation and send-out of such delivered LNG (in the form of Regasified LNG) into a Downstream Pipeline;

“Throughput TUA” means terminal use agreements under which Throughput Customers (including Terminal User) receive service;

“Total Vaporisation Capacity” means the total capacity of the LNG Terminal to vaporise and redeliver Regasified LNG to be made available by Terminal Owner with respect to any Balancing Period which, except in the case of Force Majeure affecting the capability of the Terminal to vaporize LNG, shall not be less than one hundred fifteen percent of the sum of Terminal User’s MaxGRR and the similar entitlements of all Other Customers, as determined from time-to-time by Terminal Owner as a Reasonable and Prudent Operator;

“Transaction Agreements” means, collectively, this Agreement, the Arbitration Agreement, the Step-in Rights Agreement, the Terminal & Inter-Customer Agreement, the Port Liability Agreement, the TUA Direct Agreement and any LNG Handling Agreement;

“Transporter” has the meaning that is ascribed to that term in Section A 1.1.2 of the Gas Network Code;
“TUA” means, collectively, this Agreement, all other Throughput TUAs, all Storage & Send-out TUAs, and all Storage & Reload TUAs;

“TUA Direct Agreement” means a notice of assignment and direct agreement substantially in the form attached as Schedule 7, or in such other form as may be reasonably acceptable to Terminal Owner and the relevant Gas Receiver;

“Usage Fee” has the meaning set forth in clause 6.1(b)(i);

“Utilisation Charge” has the meaning set forth in 6.1(b)(i);

“Utilisation Deficiency Fee” has the meaning set forth in clause 6.1(c);

“Vessel Operator” means any Person who owns or operates an LNG Vessel;

“Website” means a collection of web pages created by Terminal Owner and accessible by Terminal User and Other Customers through the internet that is maintained by Terminal Owner for the purpose of exchanging certain information regarding the services provided at the LNG Terminal;

“Wilful Misconduct” means any act or failure to act by any Person which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences that such Person knew, or should have known, such act or omission would have on another Person; and

“Window” means a period (subject to extension for cool-down pursuant to clause 3.4(c)), starting at 0700 hours Singapore time on a day and ending forty-eight (48) hours later at 0700 hours Singapore time, designated for the purpose of arrival, unloading or loading (as applicable) of an LNG Vessel.

1.2 Interpretation

In this Agreement, except to the extent the context requires otherwise:

(a) references in this Agreement to any clause or Schedule are to clauses and schedules of this Agreement, unless otherwise stated. Reference to a paragraph or Section is to the relevant paragraph or Section of the applicable schedule of this Agreement in which such paragraph or Section appears, unless otherwise stated. References to this Agreement include its Schedules, each of which are integral parts of this Agreement;

(b) the recitals and the headings of the clauses of this Agreement are for convenience only and shall not be used in the construction or interpretation of this Agreement;

(c) the words “include” and “including” are to be construed to mean “include without limitation” and “including without limitation”;

18
references to an agreement, deed, instrument, licence, code, or any publication of any organisation, society or non-governmental agency, or any other document (including this Agreement), or to a provision contained in any of the foregoing, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned or novated, except as otherwise provided herein;

unless the context otherwise requires, references to a statute, treaty, legislative provision or act, or to a provision contained in any of these, shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment at any time then in force;

references to the Laws of Singapore include the applicable laws of any political sub-division of Singapore;

the meanings ascribed to the terms or expressions defined in clause 1.1 or elsewhere herein shall be equally applicable to the plural and singular forms thereof where the context permits, and words denoting any gender shall include the other gender;

references to a Person shall include that Person’s successors and permitted assigns, and words denoting natural persons shall include any other Persons;

units of measurement defined in The International System of Units (and not otherwise defined herein) shall have the respective meanings set forth therein;

references to “day”, “month”, “quarter” and “year” shall, unless otherwise stated or defined, mean a day, month, quarter and year of the Gregorian calendar, respectively. To further clarify, unless the context otherwise requires, a day shall commence at 0000 hours Singapore time. References to a time of day shall be references to local time in Singapore unless otherwise indicated; in computing any period of time under this Agreement, the day of the act, event or default from which such period begins to run shall not be included;

each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement;

no Authorisation shall be treated as having been granted for the purposes of this Agreement unless such Authorisation has been finally granted or issued by the relevant Governmental Authority, without such grant or issue being subject to any appeal or any condition as to its effectiveness, but the possibility of proceedings for judicial review of such Authorisation being instituted shall not prevent an Authorisation being treated as granted unless such judicial review proceedings have, in fact, been instituted;
(m) unless this Agreement provides otherwise, any payment falling due on a non-Business Day shall be deemed to be due and payable on the next immediately following Business Day;

(n) the language which governs the interpretation of this Agreement is the English language, and all notices to be given by any Party and all other communications and documentation which are in any way relevant to this Agreement or the performance or termination of this Agreement, including any dispute resolution proceedings, shall be in the English language;

(o) references to “conduct” include any omission, statement or undertaking, whether or not in writing;

(p) references to “writing” include a facsimile transmission, electronic mail and any means of reproducing words in a tangible and permanently visible form;

(q) references to “judgment” include any binding order, injunction, determination, award or other judicial or arbitral measure in any jurisdiction;

(r) references to “law” include common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, convention or other legislative measure, in each case of any jurisdiction whatsoever (and “lawful” and “unlawful” shall be construed accordingly);

(s) references to payments, costs or any other monetary amounts shall be to such amounts in US Dollars, unless otherwise specified. References to “US dollars”, “US Dollars”, “Dollars”, “dollars”, “USD”, “$” or “US$” shall be a reference to the lawful currency from time-to-time of the United States of America; and references to “Singapore dollars”, “Singapore Dollars”, “SGD” or “S$” shall be a reference to the lawful currency from time-to-time of Singapore;

(t) references to any authority (including a Governmental Authority), association or body whether statutory or otherwise shall, if that authority, association or body ceases to exist or is reconstituted, renamed or replaced, or if the powers or functions of that authority, association or body are transferred to any other authority, association or body, be deemed to refer respectively to the authority, association or body which is established or constituted instead of it or which, as nearly as may be, succeeds to the powers and functions exercised by it;

(u) references to “firm” in respect of any Services means that such Services may only be subject to interruption, suspension or curtailment by Terminal Owner in the event of Force Majeure or as otherwise specifically provided in this Agreement; and references to “interruptible” in respect of any Services means that such Services are subject to interruption, suspension or curtailment by Terminal Owner at its discretion in order to provide priority service to any Other Customer or to respond to any threat to health, safety and/or the
environment, regardless of whether Force Majeure has occurred or whether there is any other specific performance excuse set out under this Agreement;

(v) the terms “hereof”, “herein”, “hereby”, “hereunder” and “hereto” and similar words refer to this entire Agreement and not any particular clause or other subdivision of this Agreement;

(w) the terms “thereunder” and “thereto” and similar words in relation to an agreement other than this Agreement refer to such entire agreement and not any particular subdivision of such agreement;

(x) all volumes referred to in this Agreement will be in terms of volumes under Basic Conditions unless otherwise expressly indicated; and

(y) the use of the expression “and/or” shall mean both “and” and “or” (e.g., “A and/or B” shall mean “A or B” or “both A and B”). The use of “and/or” within a list shall mean all or any combination of the listed terms (e.g., “X, Y and/or Z” shall mean “X” or “Y” or “Z” or “X and Y” or “Y and Z” or “X and Z” or “X and Y and Z”).

### 1.3 Indices No Longer Available

(a) If:

   (i) a publication which contains a rate or index used in this Agreement ceases to be published for any reason; or

   (ii) such a rate or index ceases to exist for any reason,

the Parties shall select a comparable rate or index, with adjustments as necessary or appropriate, to be used in place of such rate or index that maintains the intent and economic effect of the original rate or index. If the Parties fail to agree on such a replacement rate or index within thirty (30) days of the date of the cessation of the original rate or index, the issue shall be resolved in accordance with clause 25 and the Arbitration Agreement, and the relevant arbitral tribunal shall select the published rate or index, or a combination of rates or indices, with adjustments as necessary or appropriate, that most nearly preserves the original economic balance established by the Parties.

(b) If any rate or index used in this Agreement is not published for a particular date, but the publication containing such rate or index continues to be published and the rate or index itself continues to exist, then the Parties shall use the published rate or index in effect for the date such rate or index was most recently published as the rate or index prior to such date unless otherwise provided in this Agreement.
If an incorrect value is published for any rate or index used in this Agreement, and such error is corrected and published within one (1) year of the date of the publication of such incorrect rate or index, then such corrected rate or index will be substituted for the incorrect rate or index and any calculations involving such incorrect rate or index will be recalculated. Each Party will take any necessary actions based upon these revised calculations, including adjustments of amounts previously invoiced or paid.

2. ESSENTIAL NATURE OF TRANSACTION

2.1 Tolling Arrangement

Except as expressly provided in this Agreement to the contrary, the risks and/or liabilities arising out of or in connection with any act, event, circumstance or omission which affects:

(a) any Downstream Pipeline, Transporter or any Gas Receiver;

(b) the ability of Terminal User to deliver or procure the delivery of LNG, including where the same arises in connection with the unavailability of any LNG Vessel; and/or

(c) the ability of a Downstream Pipeline or a Gas Receiver to schedule or accept Regasified LNG

are solely attributable to, and shall be borne solely by, Terminal User, except where any of such risks and/or liabilities, or the corresponding result thereof, are due to the occurrence of a Terminal Owner Breach. Except as expressly provided in the immediately preceding sentence, Terminal Owner shall not assume or be regarded as having assumed, whether as a consequence of an Event of Force Majeure or otherwise, the risk and/or liability for any such events, acts or circumstances.

2.2 Terminal Owner’s Recourse to Gas Receivers

(a) Terminal User has entered into this Agreement for the purpose of providing Gas service to various Gas Receivers, each under the terms of a Gas Sales Agreement or LNG Handling Agreement between Terminal User and each applicable Gas Receiver, all of which agreements require each such Gas Receiver: (i) to pay its share of the Terminalling Charges due pursuant to clause 6 and the applicable TUA Direct Agreement; (ii) to indemnify Terminal User against certain Liabilities to Terminal Owner arising out of such Gas Receiver’s unexcused failure to take minimum daily and monthly quantities of Gas; (iii) to reimburse certain Taxes imposed on Terminal User; (iv) to indemnify Terminal User against Claims and Liabilities incident to or arising out of any Imbalance Charges borne by Terminal Owner directly resulting from Gas Receiver’s acts or omissions; [(v) in the case of LNG Handling Customers, to indemnify Aggregator against all Liabilities to Terminal Owner arising out of
or relating to LNG Vessels delivering LNG to the LNG Terminal for the account of such LNG Handling Customer; and (vi) to pay any GST applicable to any amount included within (i) through (v) of this clause 2.2(a) (“Gas Receiver Obligations”);

(b) Terminal User shall invoice each Gas Receiver for its share (if any) of the Terminalling Charges on or before the latest date provided for invoicing under the relevant Gas Sales Agreement [or LNG Handling Agreement], as applicable, (the “Invoice Period”) subject to the timely invoicing by Terminal Owner to Terminal User of the corresponding Terminalling Charges and the disaggregated information necessary to permit Terminal User to prepare invoices for individual Gas Receivers. If Terminal User fails to invoice any Gas Receiver by the expiration of the Invoice Period for reasons not attributable to Terminal Owner it shall pay interest on the uninvoiced amount at the Default Rate (“Late Invoicing Interest”) on that Gas Receiver’s share (if any) of the Terminalling Charges for the shorter of (i) the period commencing on the date such amount is due under the terms of this Agreement and ending on the date such amount is paid to Terminal Owner, and (ii) the period commencing on the last day of the Invoice Period and ending on the date that such amount is actually invoiced to the applicable Gas Receiver. Late Invoicing Interest shall not be included in or otherwise constitute Gas Receiver Obligations.

(c) Notwithstanding any other provision of this Agreement to the contrary, Terminal User shall not be personally or generally liable to Terminal Owner for payment of any Gas Receiver Obligations, and Terminal Owner’s recourse for payment of any Gas Receiver Obligations that may become due and payable to Terminal Owner shall be limited to collection and enforcement of the accounts receivable for any such Gas Receiver Obligations due from Gas Receivers under the terms of the Gas Sales Agreement [or LNG Handling Agreement, as the context may require,] and of any payments under any related guarantee or letter of credit securing payment of such Gas Receiver Obligation receivables (collectively, “Gas Receiver Obligation Receivables”), and enforcement of the TUA Direct Agreement executed by such Gas Receiver in favour of Terminal Owner, except that Terminal Owner shall have direct recourse to Terminal User for the payment of Late Invoicing Interest, and Terminal Owner shall be entitled to enforce its rights under and pursuant to this Agreement and Terminal User’s Guarantee (as applicable) should Terminal User fail to meet its obligations to pay any Late Invoicing Interest to Terminal Owner when due and payable.

(d) Except as specifically provided in clause 2.2(c), (x) Terminal Owner shall have no other recourse to Terminal User or any other asset of Terminal User for payment of the Gas Receiver Obligation Receivables and (y) no recourse under the Terminal User’s Guarantee or against Terminal User’s Guarantor for payment of the Gas Receiver Obligation Receivables, but shall instead have recourse against each Gas Receiver for its share of the Gas Receiver Obligation
Receivables; provided, however, that in order for Terminal Owner’s recourse to be limited as described above:

(i) such Gas Receiver’s agreement with Terminal User must be confirmed by Terminal Owner as provided in clause 2.2(f);

(ii) such Gas Receiver shall have executed and delivered to Terminal Owner a TUA Direct Agreement;

(iii) the provisions of the Gas Sales Agreement [or LNG Handling Agreement, as applicable,] between Terminal User and such Gas Receiver addressing the amount and payment terms of the Gas Receiver Obligation Receivables, the suspension or termination for failure to pay Terminalling Charges and limits on liability for delivery of Non-Conforming Gas, shall be substantially in the form set forth in Schedule 8 (or in such other form as may be reasonably acceptable to Terminal Owner, Terminal User and the relevant Gas Receiver);

(iv) at the time the relevant agreement is executed, such Gas Receiver shall either:

(A) meet the creditworthiness standards set forth in the TUA Direct Agreement or

(B) have delivered to Terminal Owner a letter of credit, bank guarantee or parent company guarantee that complies with the requirements of the TUA Direct Agreement in support of such Gas Receiver Obligations; and

(v) Terminal User shall have provided Terminal Owner a true and complete, fully executed copy of the Gas Sales Agreement[ or LNG Handling Agreement (as the context may require)]; provided, however, that Terminal User may elect to redact the hydrocarbon charge from the copy of any Gas Sales Agreement provided to Terminal Owner.

(e) In consideration for discharge of payment obligations under clause 14 for any Gas Receiver Obligations, Terminal User hereby irrevocably assigns, free and clear of any Claims or Encumbrances, any and all present and future right, title and interest that it has or may have in and to the Gas Receiver Obligation Receivables from each Gas Receiver, which Gas Receiver Obligation Receivables were originally invoiced by Terminal User to such Gas Receiver pursuant to the terms of the applicable Gas Sales Agreement [or LNG Handling Agreement.] Terminal User hereby represents and warrants that it has not, through its own acts or omissions, adversely affected the validity, enforceability or collectability of such Gas Receiver Obligation Receivables, but otherwise Terminal User makes no other representation or warranty as to the validity, enforceability or collectability of same. Terminal User shall promptly notify
each Gas Receiver of such assignment by executing and delivering to each such Gas Receiver a notice in the form of Schedule 7.

(f) Terminal User may enter into agreements with Gas Receivers from time-to-time in accordance with this clause 2.2(f). Promptly, but in no event later than seven (7) Business Days following Terminal User’s written request, Terminal Owner either (i) shall confirm to Terminal User in writing that a proposed Gas Receiver, Gas Sales Agreement or LNG Handling Agreement, TUA Direct Agreement, and, if any, letter of credit, bank guarantee or parent company guarantee satisfy the requirements of clause 2.2(d), or (ii) shall specify in writing and in reasonable detail all respects in which any of the same fails to satisfy the requirements of clause 2.2(d). If Terminal Owner has not responded within seven (7) Business Days after receipt of Terminal User’s written request, Terminal Owner’s confirmation will be deemed to have been given and received. Terminal User’s written request shall be accompanied by a true and complete, fully executed copy of the Gas Sales Agreement (provided, however, that Terminal User may elect to redact the hydrocarbon charge from the copy of any Gas Sales Agreement provided to Terminal Owner) or LNG Handling Agreement, TUA Direct Agreement and an original copy of any related letter of credit, bank guarantee or parent company guarantee.

3. SERVICES AND SCOPE

3.1 Services to be Provided by Terminal Owner

From and after the Services Effective Date and through the end of Term and subject to the provisions of this Agreement and any terms or limitations contained in Terminal User’s Importer’s Licence, Terminal Owner shall, using the LNG Terminal and acting as a Reasonable and Prudent Operator, make available the following services to Terminal User (“Services”) in the manner set forth in clause 5:

(a) the berthing of LNG Vessels at the LNG Terminal;
(b) the unloading and receipt of LNG from LNG Vessels at the Receipt Point;
(c) Storage of Terminal User’s Inventory;
(d) pumping, regasification and send-out (as Regasified LNG) of LNG held in Storage;
(e) the transportation and making available for delivery such Regasified LNG to the Delivery Point;
(f) measurement and testing of LNG and Regasified LNG; and
(g) maintenance of an electronic inventory tracking and management service.
3.2 Storage & Send-out Services; Storage & Reload Services; and Ancillary Services

(a) Terminal Owner may from time-to-time at its discretion (and under separate agreement) use the LNG Terminal to provide Storage & Send-out Service and Storage & Reload Service.

(b) Subject to clause 3.2(c), Terminal Owner may from time-to-time at its discretion (and under separate agreement) use the LNG Terminal to provide Terminal User and/or any Other Customer with the following other services within the capability of the LNG Terminal (“Ancillary Services”):

(i) cool-down or inerting services for LNG Vessels;

(ii) nitrogen injection services using the Nitrogen Facilities described in, and subject to the provisions of, clause 9.8; or

(iii) the extraction of Liquids from LNG or Regasified LNG; provided, however, that Terminal Owner shall not extract any Liquids from any LNG delivered for Terminal User’s account without Terminal User’s consent, in which case, any resulting Liquids shall remain the property of Terminal User and the fee to be paid by Terminal User to Terminal Owner for any such Liquids extraction services shall be as agreed in writing by Terminal User and Terminal Owner.

(c) Terminal Owner shall provide Ancillary Services in a manner that is designed to minimise to the greatest extent reasonable any adverse interference with the Services provided to Terminal User.

3.3 Activities Outside Scope of this Agreement

(a) In addition to the Ancillary Services, the following activities are not included in the Services (“Excluded Services”) and such Excluded Services are outside of the scope of this Agreement:

(i) harbour, mooring and escort services, including those relating to tugs, service boats, fire boats and other escort vessels;

(ii) the construction, operation, ownership, maintenance, repair and removal of facilities downstream of the Delivery Point; provided, however, that Terminal Owner shall construct, or permit the construction of, such additional downstream interconnections between the LNG Terminal and Downstream Pipelines as Terminal User may reasonably request, beyond the three (3) initial Delivery Points specified in Schedule 11, subject to the following conditions:

(A) receipt by Terminal Owner of all Authorisations for such construction and operation;
(B) entry into the necessary System Entry Agreements and any other necessary agreements with the relevant Transporter, each of which agreements shall be on terms and conditions reasonably acceptable to Terminal Owner;

(C) such construction and interconnection not impairing the ongoing operation of the LNG Terminal or causing Terminal Owner to be in breach of its contractual obligations to Other Customers; and

(D) Terminal User advancing to Terminal Owner, on a timely basis, funds sufficient to pay the reasonable cost of design, permitting and construction of such interconnection facilities as may actually be incurred by Terminal Owner, including all Connection Charges;

(iii) provision of, or assistance in securing, bunker fuel, vessel repairs and/or the delivery of ship’s stores and spare parts;

(iv) the marketing of Gas or Regasified LNG and all activities related thereto (except as expressly provided in clauses 7.7 and 13.11);

(v) the marketing and transportation of Liquids and all activities related thereto;

(vi) the transportation of Gas or Regasified LNG beyond the Delivery Point;

(vii) the provision of liquid nitrogen to LNG Vessels; and

(viii) the injection of propane or other Liquids into any Regasified LNG upon send-out from the LNG Terminal.

(b) In the event that Terminal Owner elects to provide any Excluded Services to any third-party, Terminal Owner shall provide such services in a manner that is designed to minimise to the greatest extent reasonable any adverse interference with the Services provided to Terminal User.

3.4 Services Provided to Other Customers

(a) Terminal Owner may, from time-to-time at its discretion, use the LNG Terminal to provide services to Other Customers, subject to any required EMA approvals; provided, however, that:

(i) the maximum number of Throughput Customers (including Terminal User) receiving service from the Initial Facilities at any one time shall, subject to clause 3.4(a)(ii), be three (3) until such time as the LNG storage and vaporisation capacity of the Initial Facilities is expanded beyond the facilities specifically described in clause 9.2;
(ii) in the event that Terminal Owner is providing services at any time to Storage & Reload Customers and/or Storage & Send-out Customers, then the maximum number of Throughput Customers (including Terminal User) at such time shall be two (2) until such time as the LNG storage capacity of the Initial Facilities is expanded beyond the facilities specifically described in clause 9.2;

(iii) Terminal Owner complies with the limitations on the provision of LNG storage capacity to Storage & Reload Customers and Storage & Send-out Customers as set forth in Schedule 9;

(iv) the installed vaporisation capacity of the LNG Terminal shall exceed the sum of the MaxGRR of all Persons that are entitled to receive revaporised LNG on a firm basis from the LNG Terminal by an amount equal to or greater than two hundred thousand (200,000) mmBtu per day.

(b) All Throughput Services shall be provided on non-discriminatory terms and conditions with respect to operational matters. The terms of all Throughput TUAs with respect to operational matters shall be substantially similar to the analogous terms in this Agreement. Terminal Owner shall not provide service to any Other Customer unless such Other Customer has acceded to the Terminal & Inter-Customer Agreement and has provided the required credit support for its obligations thereunder.

(c) To the extent inherent in the nature of the particular type of service, the terms of Storage & Reload TUAs, Storage & Send-out TUAs and any agreements providing for Ancillary Services may vary from the terms of this Agreement; provided, however, that with respect to operational matters, (i) the terms for scheduling the unloading and loading of vessels for Storage & Reload Customers and LNG Vessel cool-down services customers shall be substantially similar to the analogous terms of this Agreement (except for necessary adjustments, up to twenty-four (24) hours, to the time period allocated to Scheduled Windows in order to accommodate cool-down of LNG Vessels); and (ii) except as specifically provided in this Agreement, the terms for nominating and scheduling Gas send-out for Storage & Send-out Customers’ accounts shall be substantially similar to the analogous terms of this Agreement. Furthermore, Terminal Owner shall provide Storage & Reload Services, Storage & Send-out Services and any Ancillary Services in a manner that is designed to minimise to the greatest extent reasonable any adverse interference with the Services provided to Terminal User.

(d) Terminal Owner shall not allow any use of the LNG Terminal to provide services entailing the receipt of LNG from LNG Vessels, the storage of LNG, the regasification of LNG and send-out of Regasified LNG, the send-out of bulk LNG, or the reloading of LNG onto LNG Vessels, other than the provision by Terminal Owner of: (i) the Services to Terminal User; (ii) Ancillary Services;
(iii) Excluded Services; (iv) Throughput Services; (v) Storage & Reload Services; and (vi) Storage & Send-out Services.

(e) Terminal User shall not obstruct any third-Person from using the LNG Terminal, except in the fair and proper exercise of Terminal User’s contractual rights under this Agreement, the Terminal & Inter-Customer Agreement, or a licence issued to Terminal User.

3.5 Terminal Owner’s Obligations in Connection with Expansions; Other Construction

(a) Terminal Owner shall have the right, in Terminal Owner’s sole discretion, but not the obligation, from time-to-time to design, engineer, permit, finance, construct, test, commission, acquire, own, operate, maintain and decommission Expansion Facilities. During any construction, commissioning, testing, start-up and decommissioning and removal of any Expansion Facilities, Terminal Owner, acting as a Reasonable and Prudent Operator, shall endeavour to minimise any adverse interference with the Services provided to Terminal User. If, following the completion of any Expansion Facilities, Terminal Owner elects to provide LNG terminalling services using the Initial Facilities and any Expansion Facilities, Terminal Owner shall not enter into any agreements to provide services that would have a materially adverse effect upon the Service provided to Terminal User under this Agreement.

(b) Terminal Owner shall have the right, in Terminal Owner’s sole discretion, to design, engineer, permit, finance, construct, test, commission, acquire, own, operate, maintain and decommission additional facilities or to modify the Initial Facilities; provided, however, that during any such construction activity, Terminal Owner, acting as a Reasonable and Prudent Operator, shall endeavour to minimise any adverse interference with the Services provided to Terminal User.

3.6 Segregated Storage Facilities

Terminal Owner shall have the right at any time, and from time-to-time, to design, engineer, finance, construct, own, operate, maintain and decommission any Segregated Storage Facilities without any approval by, or interference from, Terminal User, and, unless Terminal User has separately contracted for the receipt of services from such facilities, such Segregated Storage Facilities shall not be available for the provision of Services to Terminal User under this Agreement; provided, however, that to the extent that any use of the Segregated Storage Facilities requires the use of certain common facilities with the LNG Terminal, such use by Terminal Owner and customers of such Segregated Storage Facilities shall be subject to the nomination and scheduling rules set forth in clause 7 and clause 11 (as applicable), including rules governing the establishment and modification of the ADP; and provided, further, that except as otherwise specifically provided in this Agreement, such use does not adversely affect Terminal User’s rights under this Agreement, impair Terminal User’s ability to deliver
Regasified LNG to Gas Receivers or create a threat to the safe and secure operation of the LNG Terminal.

3.7 Use of Cold Thermal Energy

Terminal Owner shall at all times have the right to recover and use, for its account or for sale and delivery to other Persons, any and all cold thermal energy that occurs in connection with the vaporisation of Terminal User’s LNG (as and when such vaporisation occurs pursuant to the relevant terms of this Agreement); provided, however, that any such recovery and use by Terminal Owner shall be performed in a manner that is designed to have no adverse effect on the Services provided to Terminal User.

4. CONDITIONS PRECEDENT

4.1 Conditions Precedent

Subject to clauses 4.5 and 4.6, this Agreement and the rights, obligations and commitments of the Parties hereunder are subject to, and conditional in all respects upon, the satisfaction or waiver (in accordance with clause 4.4) of each of the conditions precedent specified in clauses 4.2, and 4.3 (collectively, “Conditions Precedent”).

4.2 Terminal Owner’s Conditions Precedent

The following Conditions Precedent are specified for the benefit of Terminal Owner:

(a) [by not later than [●] days following the Execution Date] {or} [on the Execution Date], Terminal Owner shall have received a duly executed Terminal User’s Guarantee and any applicable Supplemental LC, all as required pursuant to clause 22;

(b) by not later than [●] 201[●], Terminal User shall have signed and delivered the Step-in Rights Agreement, and Terminal User shall have acceded to the Arbitration Agreement and the Terminal & Inter-Customer Agreement;

(c) [by not later than [●] 201[●]] {or} [the deadline established under the Importer’s Licence for the execution of Gas Sales Agreements with Initial End Users for an aggregate quantity of at least [●] million tonnes per annum], Terminal Owner shall have received and entered into all TUA Direct Agreements with all Initial End Users;

(d) by not later than [●] 201[●], Terminal Owner shall have obtained all Authorisations from any Governmental Authority (including any necessary amendment to the Terminal Operator’s Licence) that are necessary or desirable for the performance of Terminal Owner of its obligations under this Agreement,
with such Authorisations containing terms and conditions that are reasonably acceptable to Terminal Owner; and

(e) [insert other applicable CPs].

4.3 Terminal User’s Conditions Precedent

The following Conditions Precedent are specified for the benefit of Terminal User:

(a) by not later than [●] 201[●]: (i) EMA shall have issued the Importer’s Licence to Terminal User containing terms and conditions that are reasonably acceptable to Terminal User; and (ii) and all of the conditions (if any) set forth in the Importer’s Licence shall have been satisfied or waived, as applicable, in accordance with the terms of the Importer’s Licence, and as such all of the provisions of the Importer’s Licence shall have become fully effective and enforceable, by not later than [●] 201[●];

(b) by not later than [●] 201[●], EMA and Terminal Owner shall have signed and delivered the Step-in Rights Agreement; and

(c) [insert other applicable CPs].

4.4 Satisfaction of Conditions Precedent

(a) The Conditions Precedent set out in clause 4.2 are included for the benefit of Terminal Owner and may be waived only by Terminal Owner in accordance with clause 4.5(a).

(b) The Conditions Precedent set out in clause 4.3 are included for the benefit of Terminal User and may be waived only by Terminal User in accordance with clause 4.5(a).

(c) A Condition Precedent may only be waived by written notice given by the Party entitled to waive that Condition Precedent to the other Party and will be effective only to the extent specifically set out in the waiver notice.

(d) Each Party shall use its reasonable endeavours to satisfy or procure the satisfaction of each Condition Precedent by the applicable end date, subject always to the reasonable cooperation of the other Party where the satisfaction of such Condition Precedent is in part dependent upon the actions of such other Party and its Affiliates.

(e) Each Party shall (i) keep the other Party informed on a timely basis as to the progress in relation to the satisfaction of the Conditions Precedent and (ii) provide written notice to the other Party once Conditions Precedent specified for its benefit have been satisfied or waived (as the case may be) pursuant to this clause 4.4.
4.5 Failure to Satisfy Conditions Precedent

If any of the Conditions Precedent have not been satisfied or waived by the date specified for any such Condition Precedent, then:

(a) the Party for whose benefit such Condition Precedent was specified shall:
   (i) notify the other Party that the Condition Precedent has not been satisfied or waived in accordance with this Agreement; and (ii) continue to use its reasonable endeavours to procure the satisfaction of the relevant Condition Precedent; subject always to the reasonable cooperation of the other Party where the satisfaction of such Condition Precedent is in part dependent upon the actions of such other Party and its Affiliates;

(b) the Party for whose benefit such condition is specified may terminate this Agreement upon twenty (20) days’ notice to the other Party; and

(c) subject to the provisions of clause 29.9, upon termination of this Agreement pursuant to clause 4.5(b), the Parties shall have no further obligations or liabilities to one another.

4.6 Effectiveness of Agreement

Clauses 1, 2, 4, 8, 17, 21, 22, 23.7, 24, 25, 26, 27, 28 and 29 shall come into effect and commence on the Execution Date. All the remaining clauses and Schedules of this Agreement (other than as detailed in the immediately preceding sentence in this clause 4.6) shall come into effect and commence on the Services Effective Date.

5. SALE AND PURCHASE OF SERVICES

5.1 Purchase and Sale of the Services

During each Contract Year, Terminal Owner shall, using the LNG Terminal, make the Services available to Terminal User, and Terminal User shall purchase, from Terminal Owner, such Services for an amount equal to the Terminalling Charges.

5.2 Services

During a Contract Year, Terminal Owner shall make available to Terminal User, in accordance with clause 5.1, a range of Services which shall consist of the following:

(a) Unloading of LNG

Terminal Owner shall in each Contract Year, make the LNG Terminal available during Terminal User’s Scheduled Windows to allow berthing of LNG Vessels and the unloading and receipt of Terminal User’s LNG in a quantity up to Terminal User’s MLRQ.
(b) Storage of Terminal User’s Inventory

Terminal Owner shall, subject to the provisions of clause 13.3 relating to Terminal User’s MLI, cause Terminal User’s Inventory to be held in Storage until being redelivered.

(c) Redelivery of Regasified LNG at Delivery Point

Terminal Owner shall, on each Gas Day during a Contract Year, make available to Terminal User at the Delivery Point, properly nominated and scheduled quantities of Regasified LNG (in accordance with the provisions of clause 13.8) up to the sum of the MaxGRR, plus any quantities in respect of any Excess Regasification Services requested by Terminal User and allocated to Terminal User on an interruptible basis pursuant to clause 13.8(d)(iii).

5.3 Expiration of Services

If Terminal User does not use any portion of the Services during any period, Terminal User shall not accrue any right to receive any Services in excess of the Services with respect to any subsequent period.

5.4 Terminal User’s Use of Services; Notification

(a) Terminal User: (i) shall be entitled to use the Services in whole or in part by itself; (ii) may assign its rights and obligations as provided in clause 20; or (iii) may utilise the Services to deliver and store LNG, and send-out Regasified LNG, to which another Person may have title.

(b) Terminal User shall promptly notify Terminal Owner in writing of any increase or decrease in contract quantities or entitlements (in mmBtu) under all Gas Sales Agreements and LNG Handling Agreements to which it is a party.

5.5 Adjustments to MLRQ

(a) Subject to the adjustments and limitations set forth in this clause 5.5, Terminal User’s MLRQ for any Contract Year shall equal the sum of the maximum annual entitlements (in mmBtu) of all Gas Receivers to receive Gas from Terminal User (and in the case of Gas Receivers that receive Gas from Terminal User at a point downstream of the Delivery Point, applicable transportation fuel and losses) provided, however, that Terminal Owner has confirmed the applicable Gas Sales Agreements and LNG Handling Agreements pursuant to clause 2.2(f), plus an allowance for Retainage determined by Terminal Owner in accordance with clause 5.5(h).

(b) Terminal User’s MLRQ shall be temporarily increased by the amount of any Round-Up Quantity as provided in clause 5.5(g), as applicable.
(c) Any Gas Sales Agreement or LNG Handling Agreement that is unconditional as of the date when the ADP is finalised for the next Contract Year and which Terminal Owner has confirmed or has been deemed to have confirmed pursuant to clause 2.2(f) shall be reflected in Terminal User’s MLRQ, albeit on a pro rata basis for Gas Sales Agreements and LNG Handling Agreements that are scheduled to commence deliveries after the first day of the relevant Contract Year.

(d) In addition, Terminal User’s MLRQ shall be increased during the Contract Year as necessary to accommodate deliveries under Gas Sales Agreements or LNG Handling Agreements that take effect during a Contract Year and which Terminal Owner has confirmed pursuant to clause 2.2(f), notwithstanding the fact that such agreements were not reflected in Terminal User’s MLRQ as of the finalisation of the ADP; provided, however, that the scheduling of any additional Cargoes must be consistent with the scheduling rules in clause 7.

(e) Terminal User’s MLRQ shall be decreased for any reduction in quantities under a Gas Sales Agreement [or an LNG Handling Agreement], including as a result of any termination or suspension thereof.

(f) Terminal User’s MLRQ shall not exceed the sum of the following: (i) [●]; (ii) the sum of the maximum annual entitlements under any LNG Handling Agreements entered into by Terminal User and confirmed by Terminal Owner pursuant to clause 2.2(f), (iii) any Round-Up Quantity determined pursuant to clause 5.5(g), as applicable, and (iv) an allowance for Retainage as determined in accordance with clause 5.5(h).

(g) If it is not possible for Terminal User to schedule a quantity of LNG exactly equal to its MLRQ for any Contract Year due to the fact that LNG is to be delivered in full Cargoes and the last full Cargo intended to be scheduled for delivery in such Contract Year would cause Terminal User to exceed its MLRQ in respect of such Contract Year, then Terminal User’s MLRQ for such Contract Year shall be increased by a quantity of LNG (in mmBtu) (as applied to any Customer, a “Round-Up Quantity”) necessary to permit the delivery of the MLRQ in full cargo lots. Except in relation to a Round-Up Quantity determined for the final Contract Year, a quantity of LNG equal to such increase in the MLRQ shall be deducted from Terminal User’s MLRQ in calculating such Customer’s MLRQ for the following Contract Year. Terminal User’s MLRQ in any Contract Year following a Contract Year in which the MLRQ was increased by a Round-Up Quantity shall be reduced by a quantity (in mmBtu) equal to such Round-Up Quantity.

(h) No later than one hundred twenty (120) days prior to each Contract Year Terminal Owner shall provide to Terminal User a good faith estimate of Terminal User’s share of the amount of Retainage anticipated to be experienced during the Contract Year. Such estimate shall be incorporated into the
calculation of the MLRQ on which the ADP for such Contract Year is initially to be based. If at any time Terminal Owner becomes aware that the cumulative amount of Retainage actually experienced during the Contract Year is reasonably anticipated to exceed Terminal Owner’s good faith estimate, Terminal Owner shall notify Terminal User and Terminal User’s MLRQ shall be increased accordingly. The scheduling of any additional quantities of LNG in light of such adjustment shall be subject to clause 7.

6. COMPENSATION FOR SERVICES; FUEL & LCG

6.1 Terminal Fees and Charges

The “Terminalling Charges” payable by Terminal User in respect of Services to be made available by Terminal Owner to Terminal User under this Agreement shall consist of the following components (and shall be subject to the following terms):

(a) Monthly Reservation Fee

(i) Each Month, beginning with the Month prior to the Month in which the Services Effective Date falls, Terminal User shall pay an amount (the “Reservation Fee”) equal to the sum of the products of multiplying (A) the MaxGRR for each Day of the following Month by (B) a rate, stated in Singapore Dollars per mmBtu (the “Reservation Charge”) for each Day of the following Month. Should the Services Effective Date fall on any day other than the first day of a Month, no amounts shall be due with respect to the period between the first day of such Month and the Services Effective Date.

(ii) The portion of the Reservation Fee applicable to each Gas Receiver shall be allocated to each Gas Receiver according to the relationship of (A) the sum of the Gas Receiver’s maximum daily contract quantities for each Day of the Month to (B) the sum of the maximum daily contract quantities for each Day of the Month for all Gas Receivers, exclusive of the maximum daily contract quantities under all LNG Handling Agreements entered into by End Users pursuant to provisions of Gas Sales Agreements that provide for LNG handling in the event of force majeure or a delivery default under the End User’s Gas Sales Agreement.

(iii) The Reservation Charge shall be as approved by EMA and notified by Terminal Owner to Terminal User.

(iv) Effective on the fifth (5th) anniversary of 7 May 2013, and from time-to-time thereafter throughout the remainder of the Term, the Reservation Charge shall be subject to adjustment, and any such adjustment shall take effect from and after the date it is established by EMA; provided, however, that (A) Terminal Owner shall contemporaneously provide to
Terminal User copies of its proposal as provided by Terminal Owner to EMA in support of any proposed adjustment in the Reservation Charge; and (B) such adjusted Reservation Charge shall have been approved by EMA.

(b) Monthly Usage Fee

(i) Each Contract Month, beginning with the Contract Month after the Contract Month in which the Services Effective Date falls, Terminal User shall pay an amount (the “Usage Fee”) equal to the result of multiplying (A) the quantities of Regasified LNG delivered, or nominated and confirmed for delivery but not taken due to the unexcused failure of the applicable Gas Receiver, in either of the foregoing cases at the Delivery Point under this Agreement during the preceding Contract Month by (B) a rate (the “Utilisation Charge”), stated in Singapore Dollars per mmBtu, as approved by EMA and notified by Terminal Owner to Terminal User. The Utilisation Charge shall be subject to revision by EMA from time-to-time prior to each Quarter, and any such adjustment shall take effect from and after the date it is established by EMA. Terminal Owner shall contemporaneously provide Terminal User its proposal as provided by Terminal Owner to EMA in support of any adjustment of the Utilisation Charge.

(ii) The Utilisation Charge may vary for different Balancing Periods within a Day during which Regasified LNG was delivered or nominated for delivery.

(iii) The portion of the Usage Fee applicable to each Gas Receiver shall be allocated to each Gas Receiver according to the quantities of Regasified LNG delivered to such Gas Receiver or nominated by such Gas Receiver for delivery but not taken due to the unexcused failure of such Gas Receiver during each Balancing Period in the preceding Contract Month.

(c) Monthly Utilisation Deficiency Fee

(i) Each Contract Month beginning with the Contract Month following the Contract Month in which the Services Effective Date falls, Terminal User shall pay an amount (the “Utilisation Deficiency Fee”) equal to the sum of the products of multiplying (A) the amount by which the MinEGRR exceeded Terminal User’s nomination for the delivery of Regasified LNG during each hour of the preceding Contract Month during which the MinEGRR exceeded Terminal User’s nomination for the delivery of Regasified LNG during such hour by (B) a rate (the “Low Aggregate Take Surcharge”), stated in Singapore Dollars per mmBtu, as approved by EMA and notified by Terminal Owner to Terminal User. The Low Aggregate Take Surcharge shall be subject to revision by EMA from time-to-time prior to each Quarter, and any such adjustment shall take
effect from and after the date it is established by EMA. Terminal Owner shall contemporaneously provide to Terminal User its proposal as provided by Terminal Owner to EMA in support of any adjustment of the Low Aggregate Take Surcharge.

(ii) The Utilisation Deficiency Fee shall be applicable to each Gas Receiver that nominated individual sendout below its pro rata share of the MinEGRR during each hour in the preceding Contract Month with respect to which Terminal User was assessed Utilisation Deficiency Fees, with the Gas Receiver’s pro rata share of the MinEGRR based on the relationship of (A) the Gas Receiver’s maximum daily contract quantity to (B) the sum of maximum daily contract quantity for all Gas Receivers [exclusive of the maximum daily contract quantities under all LNG Handling Agreements entered into by End Users pursuant to provisions of Gas Sales Agreements that provide for LNG handling in the event of force majeure or a delivery default under the End User’s Gas Sales Agreement.

(iii) The allocation among such Gas Receivers of the Utilisation Deficiency Fee attributable to any hour shall be based on the relationship of (A) the excess of each Gas Receiver's pro rata share of the MinEGRR over its nominated individual send out during such hour to (B) the sum of such excesses with respect to all such Gas Receivers during the hour.

(d) Monthly Excess Rate Fee

(i) Each Contract Month beginning with the Contract Month following the Contract Month in which the Services Effective Date falls, Terminal User shall pay an amount (the “Excess Rate Fee”) equal to the sum of the products of multiplying (A) the quantities of Regasified LNG delivered, or nominated and confirmed for delivery but not taken due to the unexcused failure of the applicable Gas Receiver, in excess of one twenty-fourth (1/24) of such Gas Receiver’s maximum daily contract quantity during each hour of the preceding Contract Month by (B) a rate (the “Excess Rate Charge”), stated in Singapore Dollars per mmBtu, as approved by EMA and notified by Terminal Owner to Terminal User. The Excess Rate Charge shall be subject to revision by EMA from time-to-time prior to each Quarter, and any such adjustment shall take effect from and after the date it is established by EMA. Terminal Owner shall contemporaneously provide to Terminal User its proposal as provided by Terminal Owner to EMA in support of any adjustment of the Excess Rate Charge.

(ii) The portion of the Excess Rate Fee applicable to each Gas Receiver shall be allocated to each Gas Receiver according to the quantities of Regasified LNG delivered, or nominated and confirmed for delivery but
not taken due to the unexcused failure of such Gas Receiver in excess of one twenty-fourth (1/24) of such Gas Receiver’s maximum daily contract quantity during each hour of the preceding Contract Month.

(e) Monthly Peaking Fee

(i) Terminal Owner may agree to provide and Terminal User may agree to purchase “Peaking Reservation Services” consisting of firm services made available by Terminal Owner in excess of one twenty-fourth (1/24) of each Gas Receiver’s maximum daily contract quantity, and subject to detailed terms and conditions to be agreed by Terminal Owner and Terminal User and approved by EMA.

(ii) Each Month, beginning with the Month prior to the Month in which the Peaking Reservation Services commence, Terminal User shall pay an amount (the “Peaking Fee”) equal to the sum of the products of multiplying (A) the quantity of Peaking Reservation Services (in mmBtu per hour) purchased by Terminal User by (B) a rate (the “Peaking Charge”), stated in Singapore Dollars per mmBtu per hour, for each hour of the following Month.

(iii) The portion of the Peaking Fee applicable to each Gas Receiver shall be allocated to each Gas Receiver according to the Peaking Reservation Services of such Gas Receiver during each hour of a Contract Month.

The Peaking Charge shall be as approved by EMA from time-to-time, and any subsequent adjustment to the Peaking Charge shall take effect from and after the date it is established by EMA. Terminal Owner shall contemporaneously provide Terminal User its proposal as provided by Terminal Owner to EMA in support of any proposed adjustment of the Peaking Charge.

6.2 Treatment of Fuel Gas and Lost & Unaccounted For Gas

Terminal User shall bear its share of Gas consumed as fuel by Terminal Owner for the purpose of operating vaporisers or compressors used to deliver Regasified LNG into Downstream Pipelines to the extent that the quantity of such Gas consumed is consistent with what a Reasonable and Prudent Operator would consume if it were bearing the cost of such Gas (“Fuel”), and its share of LUFG, by means of Terminal Owner having the right to retain a portion of Terminal User’s LNG in accordance with the provisions of clause 13.

7. SCHEDULING OF LNG RECEIPTS

7.1 Nomination by Lead Scheduler

(a) Determination of Lead Scheduler. No later than one hundred and fifteen (115) days prior to the start of each Contract Year, Terminal Owner shall determine
and notify Terminal User and all other Throughput Customers and all Storage & Reload Customers as to which Throughput Customer has the largest MLRQ for the Contract Year for which the ADP is being prepared (such Person being referred to as “Lead Scheduler” for such Contract Year).

(b) **Lead Scheduler’s Nominations.** No later than ninety (90) days prior to the start of each Contract Year, Lead Scheduler shall nominate to Terminal Owner its preferred schedule of Windows for each of the Cargoes that Lead Scheduler intends to unload at the LNG Terminal during such Contract Year.

(i) Lead Scheduler’s nominated schedule shall be based upon Lead Scheduler’s scheduling an aggregate amount of LNG no greater than its MLRQ.

(ii) Lead Scheduler’s nominated schedule shall provide for the delivery of LNG at regular intervals, reasonably evenly spaced throughout the Contract Year, except to the extent necessary to account for (A) any reasonably expected changes in MLRQ during the Contract Year as a result of expected changes in its Gas Receivers’ annual contract quantities (B) any reasonably expected changes in the Gas Receivers’ maximum daily contract quantities during the Contract Year, whether due to the commencement or expiration of services or due to seasonal changes in its Gas Receivers’ maximum daily contract quantities, and (C) any notices from its Gas Receivers regarding maintenance activities or Events of Force Majeure.

(iii) Lead Scheduler’s nominated schedule shall be (A) consistent with Lead Scheduler’s obligation not to exceed its MLI, and (B) calculated not to result in Adverse Operations when compared with an offtake profile provided by Lead Scheduler that specifies an assumed level for Terminal User’s Inventory as of the first Day of the Contract Year and an offtake level for each Day of the Contract Year, which offtake level shall be for each Day between MaxGRR and Lead Scheduler’s Gas Receivers’ contractual minimum obligations.

(iv) The Windows nominated by Lead Scheduler shall have at least ninety-six (96) hours between the end of a Window nominated to be utilised by Lead Scheduler and the beginning of the next Window nominated to be utilised by Lead Scheduler, provided that, subject to clause 7.3, for an LNG Vessel that has an Expected Receipt Quantity in excess of one hundred and eighty thousand (180,000) cubic metres (the use of which LNG Vessel size shall be subject to the consent of Terminal Owner, which consent may be withheld if in Terminal Owner’s reasonable view the scheduling of such a larger Cargo would have a material adverse effect on any Other Customer or would cause Adverse Operations, but otherwise which consent shall not be withheld) a Window nominated to
be utilised by Lead Scheduler shall be scheduled to commence after the end of the prior Window nominated to be utilised by Lead Scheduler by an amount of time determined as the sum of ninety-six (96) hours plus the number of hours calculated by dividing the volume of the Expected Receipt Quantity (in cubic metres) in excess of one hundred and eighty thousand (180,000) cubic metres by a volume of LNG in cubic metres equal to the result of dividing the aggregate of the MLRQs (converted into cubic metres) of all Throughput Customers by the number of hours in that Contract Year and rounding up to the nearest whole increment of twenty-four (24) hours.

(v) Lead Scheduler’s notice to Terminal Owner shall identify, with respect to each nominated Window, the proposed date of arrival of the associated LNG Vessel and the estimated Expected Receipt Quantity of such Cargo (collectively, the “ADP Information”).

(vi) In addition to the ADP Information, no less than forty-five (45) days prior to the first day of a Month in which a Scheduled Window occurs, with respect to each Cargo to be delivered in that Month, Lead Scheduler shall inform Terminal Owner of: the name and IMO number of each of its nominated LNG Vessels, the gross LNG cargo capacity of each such LNG Vessel; the names of loading ports in respect of each LNG Vessel and the scheduled departure dates of each LNG Vessel from such loading ports; the estimated specification of the LNG to be unloaded from each LNG Vessel at the LNG Terminal, including molecular composition, Gross Heating Value and Wobbe index; the estimated saturated pressure and temperature of the LNG to be unloaded from each LNG Vessel at the LNG Terminal; and any additional information that Terminal Owner reasonably requests in connection with the scheduling and ADP activities contemplated in this clause 7. If Lead Scheduler becomes aware that any such information previously provided is no longer current or accurate, Lead Scheduler shall promptly provide Terminal Owner with written notice of such updated information. Notifications pursuant to this clause 7.1(b)(vi) may be provided electronically.

(c) If Lead Scheduler fails to timely and properly nominate in accordance with the provisions of clause 7.1(b), then Terminal Owner may: (i) use its reasonable endeavours to determine a schedule of Windows to be utilised by Lead Scheduler that would allow delivery of a quantity of LNG equal to the MLRQ (which shall be deemed to have been nominated by Lead Scheduler); and/or (ii) allow the Throughput Customer (other than Lead Scheduler) with the next largest MLRQ for the Contract Year for which the ADP is being prepared to assume the role of Lead Scheduler for such Contract Year.

(d) Provided that Lead Scheduler’s nominated schedule for unloading Cargoes conforms with the rules set forth in clause 7.1(b), Terminal Owner shall
promptly notify all Throughput Customers (including Lead Scheduler) and all Storage & Reload Customers of the ADP Information in Lead Scheduler’s nominated schedule and such nominated schedule shall form a part of the aggregate LNG delivery programme for such Contract Year to be developed by Terminal Owner for all Throughput Customers and all Storage & Reload Customers using the LNG Terminal in such Contract Year.

7.2 Nominations of Windows by Customers Other than Lead Scheduler

(a) Within three (3) days of the notification provided by Terminal Owner pursuant to clause 7.1(d), all Throughput Customers and Storage & Reload Customers that are not Lead Scheduler shall be permitted to nominate Windows (in which each of their MLRQs could be unloaded) that will fall between Windows specified by Lead Scheduler, which nominations shall also be incorporated by Terminal Owner into the ADP, subject to the requirements of clauses 7.2(b)-7.2(f). At the time any Customer nominates a Window pursuant to this clause 7.2, it shall provide the pertinent ADP Information.

(b) Except as provided in clauses 7.2(d) and 7.3(b), there shall be, in all cases, twenty-four (24) hours in between the end of a Window nominated by any Customer and the beginning of a Window of any other Customer.

(c) Windows nominated by each Customer other than Lead Scheduler shall be scheduled: (i) to have at least ninety-six (96) hours between the end of a Window nominated to be utilised by such Customer and the beginning of the next Window nominated to be utilised by such Customer; (ii) at regular intervals, reasonably evenly spaced throughout the Contract Year; and (iii) to allow delivery of an aggregate amount of LNG no greater than such Customer’s MLRQ, except to the extent necessary to account for any reasonably expected changes in the applicable Customer’s MLRQ that will take place during the Contract Year as a result of expected changes in the annual and daily contract quantities under such Customer’s Gas Sales Agreements [and LNG Handling Agreements (if any)].

(d) Subject to clause 7.3(a), for an LNG Vessel that has an Expected Receipt Quantity (in cubic metres) in excess of one hundred and eighty thousand (180,000) cubic metres (the use of which LNG Vessel size shall be subject to the consent of Terminal Owner, which consent may be withheld if in Terminal Owner’s reasonable view the scheduling of such a larger Cargo would have a material adverse effect on any other Customer or would cause Adverse Operations, but otherwise which consent shall not be withheld,) a Window nominated to be utilised by such Customer shall be scheduled to commence after the end of the prior Window nominated to be utilised by such Customer by an amount of time determined as the sum of ninety-six (96) hours plus the number of hours calculated by dividing the volume of the Expected Delivery Quantity (in cubic metres) in excess of one hundred and eighty thousand
(180,000) cubic metres by a volume of LNG in cubic metres equal to the result of dividing the aggregate of the MLRQs (converted into cubic metres) of all Customers by the number of hours in that Contract Year and rounding up the nearest whole increment of twenty-four (24) hours.

(e) If there are more than two (2) Customers besides Lead Scheduler, any other Storage & Reload Customers or Throughput Customers that are not Lead Scheduler shall nominate individual Windows on a cyclical basis, starting with the Customer (other than Lead Scheduler) that has the largest MLRQ for that Contract Year for which the ADP is being prepared and proceeding in rank order to the Customer (other than Lead Scheduler) that has the smallest MLRQ for such Contract Year, before the Customer (other than Lead Scheduler) with the largest MLRQ for such Contract Year shall make its next nomination of a Window, and repeating such cycle until all Customers (other than Lead Scheduler) have fully nominated their MLRQs. In the case of any Storage & Reload Customer, upon its turn such Customer shall designate the Window in which it proposes to unload a Cargo and may at its election at the same time designate the Window in which it proposes to reload such Cargo onto an LNG Vessel. If such Storage & Reload Customer elects not to specify at the time of ADP formation the Window in which it proposes to reload a Cargo for which it has scheduled an unloading Window, then for purposes of the Terminal Inter-Customer Agreement, the LNG inventory associated with such Cargo shall be treated as available for compulsory lending during the period subsequent to the specified unloading Window until a Window has been scheduled for the reloading of such Cargo; provided, however, that if such Storage & Reload Customer elects not to specify at the time of the ADP formation the Window in which it proposes to reload a Cargo for which it has scheduled an unloading Window, then the scheduling of a Window for the reloading of such Cargo shall be subject to clause 7.5. Nominations of Windows by Customers other than Lead Scheduler shall occur, or the right to make such nominations pursuant to this clause 7.2 shall be waived, at a meeting convened at a time and place reasonably specified by Terminal Owner no later than eighty-seven (87) days prior to the start of the Contract Year for which the ADP is being prepared.

(f) The Windows nominated by each Customer other than the Lead Scheduler shall be (i) consistent with such Customer’s obligation not to exceed its MLI, and (ii) calculated not to result in Adverse Operations when compared with an offtake profile provided by such Customer that specifies an assumed inventory level for the first Day of the Contract Year and an offtake level for each Day of the Contract Year, which offtake level shall be for each Day between such Customer’s MaxGRR and such Customer’s Gas Receivers’ contractual minimum obligations.

(g) Each other Customer shall also provide to Terminal Owner the ADP Information in respect of its nominated Cargoes and LNG Vessels, as well as the information described in clause 7.1(b)(vi) and shall revise any such
information if Customer becomes aware that such information is no longer current.

(h) If a Customer fails to timely and properly nominate in accordance with the provisions of this clause 7.2, or to participate in the meeting convened pursuant to clause 7.2(e), then Terminal Owner may use its reasonable endeavours to determine a schedule of Windows to be utilised by such Customer (which shall be deemed to have been nominated by such Customer in accordance with this clause 7.2).

### 7.3 Changes in Separation Between Windows

(a) Following the expiration of thirty-six (36) months from the Execution Date, the cargo spacing requirements with respect to LNG Vessels having Expected Receipt Quantities in excess of one hundred and eighty thousand (180,000) cubic metres set forth in clauses 7.1(b)(iv) and 7.2(d) may be reduced by Terminal Owner, acting as a Reasonable and Prudent Operator, based upon actual experience at the LNG Terminal, in order to increase the potential aggregate throughput of the LNG Terminal; provided, however, that any such reduction shall be subject to the consent of Terminal User, which consent will not be unreasonably withheld; and provided, further, that such spacing shall not be reduced below twenty-four (24) hours except as provided in clause 7.3(b).

(b) If the LNG storage facilities encompassed within the Initial Facilities have been expanded beyond those described in clause 9.2 by the putting into service of a third (3rd) LNG storage tank that is not a Segregated Storage Facility, and a second (2nd) LNG unloading berth, then Terminal Owner may in its discretion permit the end of each Window to coincide with the beginning of the next Window, and Terminal Owner may in its discretion permit simultaneous unloading of LNG from LNG Vessels at both LNG unloading berths.

### 7.4 Issuance Of Initial ADP By Terminal Owner

At least eighty (80) days before the commencement of each Contract Year, Terminal Owner shall, consistent with Lead Scheduler’s proper nominations pursuant to clause 7.1(b), all other Customers’ proper nominations pursuant to clause 7.2, issue the initial ADP for a Contract Year. The ADP shall comprise the aggregate of all the Windows properly nominated by each Customer and the associated ADP information of Lead Scheduler and each other Customer. The issuance of the ADP shall cause each Customer’s duly nominated Windows to become included in the issued ADP as Scheduled Windows.

### 7.5 Customer-Requested Changes To ADP

(a) Any change proposed by a Customer to the dates for a Scheduled Window which is to be utilised by a Customer’s LNG Vessel shall, if consistent with the provisions of clause 7.5(b), result in such original Scheduled Window being
cancelled and if requested by such Customer, a new Scheduled Window being added to the ADP in replacement of such cancelled Scheduled Window.

(b) Cargo Cancellation or Addition and Movement of Scheduled Windows.

(i) At any time during the Contract Year a Customer may seek to cancel a Cargo, add a Cargo, shift a Scheduled Window, or revise its ADP Information. Such proposed revision to the ADP shall be accepted by Terminal Owner if the rules in clause 7.5(b)(ii) or 7.5(b)(iii), as applicable, are satisfied.

(ii) If a Customer’s notice to Terminal Owner concerns a Cargo scheduled to be delivered (or reloaded in the case of a Storage & Reload Customer) subsequent to the Firm Forward Schedule, the proposed revised ADP must be accompanied by a revised offtake level for each remaining Day of the Contract Year subsequent to the period of the Firm Forward Schedule, which offtake level shall be for each Day between MaxGRR and the Customer’s Gas Receiver’s contractual minimum obligations and must satisfy the rules applicable to the development of the initial ADP in clauses 7.1 and 7.2.

(iii) If a Customer’s notice to Terminal Owner concerns a Window within the Firm Forward Schedule, the proposed changes to the Firm Forward Schedule must not be reasonably anticipated to cause:

(A) Adverse Operations during the period of the Firm Forward Schedule, giving consideration to the Firm Forward Schedule that would result from the proposed change, and considering the LNG Balance at the LNG Terminal at the time of the Customer’s notice seeking a change and assuming:

(1) Terminal User and all other Throughput Customers take Gas at a rate equal to their Programmed Daily Quantities;

(2) that the Expected Receipt Quantity of each Cargo reflected in the Firm Forward Schedule is unloaded by the end of the applicable Scheduled Window;

(3) storage capacity subscribed by Storage & Send-out Customers will be utilised at a level reasonably assumed by Terminal Owner up to the lesser of such Customers’ maximum storage entitlement or the level set forth in paragraph 3.1(c) of Schedule 9; and

(4) any other reasonable assumption or factor that is relevant to the determination that Adverse Operations will occur during the Firm Forward Schedule, provided that, any such
assumption may be of a different type or nature from, but shall not contradict any of the assumptions set forth in this clause 7.5(b)(iii)(A) or any other provision of this Agreement.

(B) Excess Stock during the portion of the ADP subsequent to the Firm Forward Schedule, assuming that each Customer’s gas receivers delivery nominations and Gas receipts are consistent with the offtake profile most recently provided by each Customer.

(iv) Any change to the ADP and any corresponding changes to the Firm Forward Schedule, including changes to ADP Information, shall promptly be made available by Terminal Owner to all applicable Customers. LNG Vessel ETAs transmitted to Terminal Owner by any Customer shall also promptly be made available to all Customers.

(v) In the event that Terminal Owner rejects a proposed modification to the ADP pursuant to this clause 7.5, Terminal Owner shall provide an explanation of the reasons therefore, including the assumptions and factors utilised by Terminal Owner in making its determination to reject such proposed modification.

7.6 Revision of ADP by Terminal Owner

(a) **Terminal Owner Notification.** Within three (3) days of receipt by Terminal Owner of the Programmed Daily Quantity and NMQ nominations, Terminal Owner shall notify all Customers of any recommended changes to the Firm Forward Schedule necessary to prevent Adverse Operations, which recommended changes shall, subject to clause 7.6(d), be non-binding.

(b) **Customers to Agree on Changes.** Terminal User shall exercise reasonable endeavours to agree with each other Customer upon Terminal Owner’s recommended changes to the Firm Forward Schedule pursuant to clause 7.6(a), or upon such other adjustments to the Firm Forward Schedule as Terminal User and the other Customers may agree are necessary to prevent Adverse Operations, within seven (7) days of receiving Terminal Owner’s recommended changes to the Firm Forward Schedule, and each Customer shall notify Terminal Owner of any proposed changes to its Scheduled Windows that have been agreed.

(c) **Cargo Cancellations.** Taking into account those changes to the Firm Forward Schedule that have been accepted or agreed by all Customers and the need to avoid Adverse Operations, Terminal Owner shall, by not later than the forty-fifth (45th) day preceding the Nomination Month, notify each of the Customers of any Cargo in the Firm Forward Schedule that must be delayed or cancelled in order to avoid Adverse Operations. The determination that any Cargo must be
cancelled or delayed in order to prevent Adverse Operations shall be based on the following:

(i) the LNG Balance as of the date of the determination;

(ii) the assumption that the Expected Receipt Quantity of each Cargo reflected in the ADP will be unloaded as of the end of the applicable Scheduled Window;

(iii) the assumption that Terminal User and all other Throughput Customers will take Gas at a rate at a rate equal to their Programmed Daily Quantities;

(iv) the assumption that storage capacity subscribed by Storage & Send-out Customers will be utilised at a level reasonably assumed by Terminal Owner up to the lesser of such Customers’ maximum Storage entitlement or the level set forth in clause 3.1(c) of Schedule 9; and

(v) any other factor or reasonable assumption that is relevant to the determination that Adverse Operations will occur during the Firm Forward Schedule; provided, however, that any such assumption may be of a different type or nature from, but shall not contradict any of the assumptions set forth in this clause 7.6(c) or any other provision of this Agreement.

Terminal Owner shall exercise reasonable endeavours to disrupt the pre-existing schedule of Windows to the least extent reasonably necessary to avert Adverse Operations Terminal Owner shall provide an explanation of the reasons supporting its determination that any Cargo must be cancelled or delayed in order to prevent Adverse Operations, including the assumptions and factors utilised by Terminal Owner in making such determination. The provisions of this clause 7.6(c) are in addition to, and not in substitution or modification of, the provisions of clause 13.11(c).

(d) Resolution of Disputes. In the event that any Customer does not agree on any matter pertaining to the promulgation or revision of the ADP (and any corresponding change to the Firm Forward Schedule), then, notwithstanding such Dispute, Terminal Owner shall nonetheless issue the ADP and the corresponding Firm Forward Schedule or revised ADP (and any corresponding change to the Firm Forward Schedule) as the case may be, and Terminal Owner shall send written notice of such disagreement to each Customer as soon as reasonably practicable. Without prejudice to the right of any Customer or Terminal Owner to refer any Dispute relating to the ADP and the corresponding Firm Forward Schedule for determination in accordance with the Arbitration Agreement, such determination of Terminal Owner and the ADP and the corresponding Firm Forward Schedule so issued by Terminal Owner shall be
binding on the Parties and apply until such Dispute has been resolved pursuant to the Arbitration Agreement.

(e) Maintenance Cargoes. Notwithstanding any other provision of this clause 7 to the contrary, Terminal Owner shall have the right from time-to-time to nominate and schedule an available Window for the delivery and receipt of a quantity of LNG up to and including a full Cargo, for the purpose of cooling the LNG storage facilities and replacing any necessary LNG tank heel that was previously lost following a period of underutilisation of the LNG Terminal or to avoid the warming of the LNG storage facilities that is reasonably anticipated to occur due to underutilisation of the LNG Terminal. The scheduling of any such Window pursuant to this clause 7.6 must fit within an otherwise available Window period under the existing ADP (and the corresponding Firm Forward Schedule), and upon such scheduling by Terminal Owner the ADP and the corresponding Firm Forward Schedule shall be amended accordingly. Any excess LNG remaining above the quantity that is needed to replace or supplement any necessary LNG tank heel shall be removed by Terminal Owner (either by way of vaporisation and send-out into a Downstream Pipeline or by way of reloading onto an LNG Vessel and exporting such LNG), or sold to Terminal User or an Other Customer (by way of an in-tank transfer) by way of separate written agreement, in a timely manner and, if reasonably practical, prior to the next Scheduled Window reflected in the Firm Forward Schedule.

7.7 ADP in Final Year of Term

Terminal User shall reduce Terminal User’s Inventory to zero (0) by the end of the Term. In the event that any Terminal User’s Inventory is remaining at the end of the Term, Terminal Owner may, at its option, sell such remaining LNG, as agent on behalf of Terminal User, in which case:

(a) Terminal Owner shall account to Terminal User for any net proceeds (less transportation costs and third-party charges) received from such LNG, minus (i) an administration fee payable to Terminal Owner of the greater of [●] percent of the net proceeds or US$[●] per mmBtu; and (ii) any Terminal User indemnity amount provided below; provided, however, that if the amount of the credit due to Terminal User exceeds the amount due to Terminal Owner under the next monthly invoice, then Terminal Owner shall pay any such excess amount to Terminal User within ten (10) Business Days after delivery of such monthly invoice; and

(b) Terminal User shall indemnify and hold harmless Terminal Owner, Terminal Owner’s Affiliates, and their respective directors, officers, members, consultants, agents and employees, from all Liabilities arising out of, incident to or resulting from Terminal Owner’s sale of such LNG;

provided, however, that the administration fee prescribed in clause 7.7(a) and the indemnity provided in clause 7.7(b) shall not be payable by Terminal User to the extent
Terminal User’s failure or inability to reduce its inventory to zero (0) by the end of the Term is due to Terminal Owner’s Event of Force Majeure or a Terminal Owner Breach.

8. TERM

8.1 Term

The term of this Agreement (“Term”) shall be the period commencing on the Execution Date and ending on the [●] ([●]th) anniversary of the Services Effective Date.

9. LNG TERMINAL

9.1 Standard of Operation

Terminal Owner shall:

(a) At all times on and from the Services Effective Date provide, maintain and operate (or cause to be provided, maintained and operated) the Initial Facilities in accordance with:

(i) International LNG Terminal Standards;

(ii) the Terminal Owner’s Licence; and

(iii) to the extent not inconsistent with International LNG Terminal Standards, such practices as are generally followed in the LNG industry by Reasonable and Prudent Operators of similarly-configured LNG receiving and regasification terminals.

9.2 Facilities to be Provided

Subject to clause 9.1, the LNG terminal facilities and equipment to be utilised by Terminal Owner to provide Services to Terminal User shall include the following:

(a) LNG jetty and berth facilities, with one (1) jetty capable of berthing an LNG Vessel having a displacement of not more than one hundred and sixty-five thousand (165,000) tonnes, an overall length of no more than three hundred and fifty (350) metres, a beam of no more than fifty-seven (57) metres, and a draft of no more than thirteen (13) metres, which an LNG Vessel can reach, fully laden, and depart, at all states of the tide, and at which LNG Vessels can lie berthed and unload while afloat;

(b) four (4) LNG unloading arms, one of which shall be changeable to vapour return service, each equipped with powered emergency release coupling arm connections, pipes and other facilities capable of unloading LNG from an LNG Vessel at the Receipt Point at a designed unloading rate of up to approximately twelve thousand (12,000) cubic metres per hour at a discharge pressure
measured at the LNG Vessel’s manifold of at least five point five (5.5) bar (gauge);

(c) a vapour return line system of sufficient capacity to transfer to an LNG Vessel via an unloading arm quantities of Regasified LNG at a temperature no warmer than negative one hundred degrees Celsius (100°C) and having a diameter sufficient to maintain appropriate operating pressure in such LNG Vessel’s tanks;

(d) two (2) LNG storage tanks, each having one hundred and eighty-eight thousand (188,000) cubic metres gross capacity and one hundred and eighty thousand (180,000) cubic metres net working capacity, along with suitable amounts of LNG tank heel;

(e) LNG regasification facilities consisting of three (3) seawater-heated open-rack vaporisation units each of which has a vaporisation capacity of two hundred fifty thousand (250,000) mmBtu per day plus one submerged combustion-type vaporisation unit having a vaporisation and send-out capacity of at least two hundred thousand (200,000) mmBtu per day;

(f) in-tank pumps for LNG send-out;

(g) five (5) LNG booster pumps each having a capacity of at least one hundred twenty-five thousand (125,000) mmBtu per day;

(h) Boil-Off Gas handling system;

(i) send-out monitoring and measurement system;

(j) lighting sufficient for all terminal operations, including to permit berthing, unloading, re-loading and unberthing operations by day or by night, to the extent permitted by Governmental Authorities and Pilots;

(k) appropriate systems for communications with LNG Vessels, including a system for continuous communication of the relative LNG Vessel velocity while berthing;

(l) catwalks and gangways allowing ingress and egress between the shore facilities and the LNG Vessel to be used by:

(i) permitted representatives of Terminal User or an independent surveyor (or both) for purposes of conducting tests and measurements of LNG on board the LNG Vessel in accordance with Schedule 1; and

(ii) production operations and other necessary personnel of Terminal Owner, including in order to access the LNG Vessel’s cargo unloading manifold to inspect the connections between the LNG unloading and vapour return
lines of the Initial Facilities and the LNG Vessel, and for pre-discharge meetings or emergency response;

(m) supporting utilities, control systems and safety systems;

(n) required amounts of unpumpable heel and LNG and Gas inventory in all piping and equipment;

(o) subject to the provisions of clause 13.13(c), interconnection facilities for the measurement and delivery of Regasified LNG, which facilities, among other things, provide for the physical interconnection between the LNG Terminal’s send-out pipeline header manifold (with an associated custody transfer meter at each point of interconnection) and each of the following Downstream Pipeline Facilities which are owned and operated by PowerGas Limited:

(i) a pipeline extending from the LNG Terminal to a point located at the Southernmost portion of the natural gas pipeline network referred to in the Gas Network Code as “Transmission Network 1”,

(ii) a pipeline extending from the LNG Terminal to a point, the Banyan OTS, located on the natural gas pipeline network referred to in the Gas Network Code as “Transmission Network 2”, and

(iii) a pipeline extending from the LNG Terminal to a point, the Tuas South OTS, located on the natural gas pipeline network referred to in the Gas Network Code as “Transmission Network 2”,

in each case, as depicted on Schedule 11;

(p) other necessary and related infrastructure (roads, fencing, security systems and buildings) in support of all of the foregoing-described facilities; and

(q) a Website and other means of electronic communications with Customers for the purpose of nominations and scheduling, including an electronic inventory management and tracking system.

9.3 Facilities Not Provided

Facilities not provided at the LNG Terminal include the following:

(a) facilities for providing vessel bunker fuel;

(b) facilities for providing vessel repairs; and

(c) facilities for the handling and delivery to the LNG Vessel of ship’s stores, provisions and/or spare parts.
9.4 **Compatibility of LNG Vessels with the LNG Terminal**

Terminal User shall ensure, at no cost to Terminal Owner, that each of the LNG Vessels is fully compatible with the LNG Terminal as set forth in the general specifications provided to Terminal User. Should an LNG Vessel fail materially either to be compatible with the LNG Terminal or to be in compliance with the provisions of clause 10, such vessel shall no longer be deemed to be an Approved LNG Vessel, and Terminal User shall not employ such vessel until such time as it has been modified to be so compatible or to so comply, and the Parties further agree that such vessel can once more be deemed an Approved LNG Vessel. Terminal User shall, if requested by Terminal Owner, promptly remove (or promptly cause to be promptly removed) any such vessel from the LNG berth at the LNG Terminal.

9.5 **Modifications to LNG Terminal Generally**

Terminal Owner shall be entitled to modify the LNG Terminal at any time and in any manner whatsoever; *provided, however*, that:

(a) such modifications, once finalised, do not materially reduce the quality and reliability, nor the types of available Services to be provided;

(b) such modifications do not otherwise conflict with Terminal Owner’s obligations under this Agreement; and

(c) such modifications do not render the LNG Terminal incompatible with an LNG Vessel that was previously compatible with the LNG Terminal;

*provided, further*, that Terminal Owner may modify the LNG Terminal in a manner that would render it incompatible with an LNG Vessel, if such modification is necessary for Terminal Owner to comply with International LNG Terminal Standards.

9.6 **Modifications to LNG Terminal Resulting From Changes in International LNG Vessel Standards**

If a change in International LNG Vessel Standards requires an LNG Vessel to be modified but such modification would render the LNG Vessel incompatible with the LNG Terminal, then Terminal Owner shall use its reasonable endeavours to modify the LNG Terminal to render such facilities compatible with such modified LNG Vessel.

9.7 **Terminal User Inspection Rights**

(a) Terminal User may, with the prior written consent of Terminal Owner (such consent not to be unreasonably withheld or delayed), appoint a reasonable number of designated representatives (including LNG Supplier) to inspect the operation of the LNG Terminal; *provided, however*, that such inspection shall occur during normal operating hours.
(b) Any inspection under clause 9.7(a) shall be at Terminal User’s sole risk and expense and shall be carried out without any interference with or hindrance to the safe and efficient operation of the LNG Terminal.

(c) Terminal User’s right to inspect and examine the LNG Terminal under clause 9.7(a) shall be limited to verifying Terminal Owner’s compliance with Terminal Owner’s obligations under this Agreement.

(d) No inspection (or lack thereof) of the LNG Terminal by Terminal User, or any requests or observations made to Terminal Owner or its representatives by or on behalf of Terminal User in connection with any such inspection, shall of itself:

(i) modify or amend Terminal Owner’s obligations, representations, warranties and covenants under this Agreement; or

(ii) constitute an acceptance or waiver by Terminal User of Terminal Owner’s obligations under this Agreement.

9.8 Nitrogen Injection Facilities

(a) If Terminal Owner has not already planned to construct and operate Gas treatment/Btu stabilisation facilities, then Terminal User will have the right, at its option, to request in writing that facilities for the injection of nitrogen into Regasified LNG prior to delivery (such facilities being referred to as “Nitrogen Injection Facilities”) will be constructed and operated by Terminal Owner, subject to the provisions of clause 9.8(b) and the following principles:

(i) The timing of any and all necessary feasibility study, design, engineering, construction, testing or commissioning activities shall be scheduled so as not to have any material adverse impact on Terminal Owner’s then-current or planned operations and activities at the LNG Terminal;

(ii) Subject to the foregoing, upon request by Terminal User, Terminal Owner will reasonably promptly provide a proposal for a feasibility study including a project cost estimate and schedule and if appropriate a third-party front-end engineering and design, along with a budget, which budget shall include a reasonable administrative mark up on third-party costs in order to cover the necessary Terminal Owner manpower resources;

(iii) If Terminal User elects to proceed with the study, Terminal User shall fund in advance one hundred (100) percent of the budgeted cost of the approved study, provided that the work product under any such study will be owned by Terminal Owner;

(iv) The proposed basis of design, location, engineering, technology, costs (both construction and operating costs), schedule and the engineer(s) and
builder(s)/constructor(s), of any proposed Nitrogen Injection Facilities will be within the reasonable discretion of Terminal Owner;

(v) If Terminal User agrees with Terminal Owner’s determinations regarding the basis of design, location, engineering, technology, costs (both construction and operating costs), and the engineer(s) and builder(s)/constructor(s), of any proposed Nitrogen Injection Facilities, to meet the agreed schedule then Terminal User shall fund in advance one hundred (100) percent of the estimated cost of construction of such facilities, plus a reasonable administrative mark-up on such costs in order to cover the necessary Terminal Owner manpower resources. Upon receipt of such funds, Terminal Owner will, subject to the receipt of all necessary consents and approvals, undertake to construct and operate such facilities, subject to the refund of any portion of the advanced funds not required to construct the facilities, or subject to an additional charge if the reasonably incurred costs of construction exceed the amount previously advanced by Terminal User;

(vi) Terminal Owner shall use commercially reasonable efforts to prosecute the construction, testing and commissioning of the Nitrogen Injection Facilities with reasonable diligence and in accordance with the timeline set out in the applicable construction contract; provided however, that if, notwithstanding the exercise of commercially reasonable efforts by Terminal Owner, construction, testing and commissioning of the Nitrogen Injection Facilities is delayed, Terminal Owner shall have no liability for such delay. Regardless of the source of funding for the Nitrogen Injection Facilities, all such facilities and equipment shall at all times be owned, operated and controlled by Terminal Owner;

(vii) Terminal User shall pay a fee, per scf of nitrogen injected, approved by EMA, in accordance with a nitrogen accounting system to be agreed by the Parties, and designed to recover all specifically identifiable operating costs incurred in connection with running the Nitrogen Injection Facilities, including the cost to purchase any third-party supplied nitrogen (the “Nitrogen Usage Fee”);

(viii) Terminal Owner may utilize the Nitrogen Injection Facilities to provide service to other Throughput Customers provided that such Other Customers shall pay for the use of the Nitrogen Injection Facilities charges approved by EMA, in accordance with a nitrogen accounting system to be agreed by the Parties, that shall include a reservation fee per mmBtu of MaxGRR and the Nitrogen Usage Fee. Terminal Owner shall remit five (5) percent of any nitrogen fee revenues to Terminal User; and

(ix) In the event it becomes necessary, on any day, to allocate the right to receive the services of the Nitrogen Injection Facilities among Terminal
User and Other Customers who have paid the applicable nitrogen injection reservation fee, in accordance with a nitrogen accounting system, such right to receive the services shall be allocated *pro rata* on the basis of MaxGRR.

(b) In order to implement the principles set forth in clauses 9.8(a)(v) through (viii), within ninety (90) days of a written request from Terminal User, the Parties shall negotiate a further written agreement governing details of the terms and conditions under which any such Nitrogen Injection Facilities shall be designed, engineered, financed, constructed, operated, maintained, allocated and accounted for, which agreement shall, among other things, reflect the Parties’ agreement on the specific amounts of the administrative mark-ups referenced in clauses 9.8(a)(ii) and 9.8(a)(v) and the tariff rates referenced in clause 9.8(a)(viii); provided that it is the intention of the Parties to be bound by the provisions of clause 9.8(a) notwithstanding the absence of a further agreement and, in the event that parties are unable to agree upon any aspect of such further agreement, the matter may be submitted for resolution pursuant to clause 25.

10. **TRANSPORTATION AND LNG VESSELS**

10.1 **Customer to Cause LNG Vessels to Comply**

(a) Terminal User shall be responsible for the transportation of LNG from the Loading Port to the Receipt Point and shall cause each LNG Vessel used or to be used in such transportation to comply with the requirements of this clause 10 in all respects.

(b) Terminal User shall notify Terminal Owner as soon as practicable if for any reason any LNG Vessel ceases to be compatible with the LNG Terminal (whether as a result of any modification to the LNG Vessel or to the LNG Terminal or otherwise).

10.2 **Authorisation and Documentation of LNG Vessels**

(a) Each LNG Vessel shall comply with the regulations of, and obtain all Authorisations required by, Governmental Authorities to enable such LNG Vessel to enter, leave and carry out all required operations at the LNG Terminal.

(b) Each LNG Vessel shall have valid documentation evidencing all such Authorisations on board at all times.

(c) Each LNG Vessel shall comply fully with the International Safety Management Code for the Safe Operation of Ships and Pollution Prevention effective 1 July 1998 ("ISM Code"), and at all times be in possession of a valid safety management certificate issued in accordance with the ISM Code.
(d) The terms of employment of the LNG Vessel’s crew and staff shall at all times remain acceptable to the International Transport Worker’s Federation (“ITF”) and the LNG Vessel will at all times carry a valid “blue card” issued by the ITF.

10.3 Port Charges

Terminal User shall pay all Port Charges directly to the appropriate Person.

10.4 LNG Vessel Requirements

Each LNG Vessel must satisfy the following requirements:

(a) Singapore Requirements

(i) Terminal User shall comply with, and cause all LNG Vessels to comply fully with, the requirements of all Governmental Authorities of Singapore and with the provisions of this Agreement, including the reasonable additional requirements imposed by Terminal Owner in respect of LNG Vessels from time-to-time.

(ii) Promptly after receipt by Terminal User of any notice of any violation, citation, or other notice of non-compliance or potential non-compliance or claim alleging non-compliance with any requirement under clause 10.4(a)(i), Terminal User shall notify Terminal Owner in writing of the same.

(iii) Without limiting clause 10.4(a)(i), Customer shall obtain all Authorisations required from all Governmental Authorities for LNG Vessels to enter and operate in the territorial waters of Singapore, to enter and operate in the port of Jurong Island, to proceed to berth and discharge their Cargoes and to depart from the LNG Terminal and leave the territorial waters of Singapore, and shall promptly provide written copies of such Authorisation as, from time-to-time, may be reasonably requested by Terminal Owner.

(b) Specifications

Except as otherwise agreed in writing by the Parties, each LNG Vessel shall be compatible with the specifications of the Initial Facilities identified in clause 9.2 and this clause 10.4, and, in addition such LNG Vessel:

(i) shall be designed, equipped and manned to permit the safe and reliable loading, handling and carrying of LNG in bulk at atmospheric pressure, and the safe and reliable unloading of LNG at its maximum designed discharge rates against a head of five point five (5.5) bar (gauge) at the Receipt Point;
shall have an overall length of a maximum of three hundred and fifty (350) metres, a beam of no more than fifty-seven (57) metres and a fresh water arrival draft of not more than thirteen (13) metres;

(iii) shall not have a displacement tonnage in excess of one hundred and sixty-five thousand (165,000) tonnes;

(iv) shall have a vapour return arm connection and an LNG cargo manifold located no greater than ten (10) metres from amidships of such LNG Vessel. The location of the unloading manifold shall allow a safe margin for movement of the LNG unloading and vapour return arms within their design operating envelope in accordance with SIGTTO and OCIMF guidelines;

(v) shall be equipped with automatic emergency shutdown systems which interconnect with the Initial Facilities through an umbilical link of fibre optic and a back up of a Pyle electrical link; and

(vi) shall be equipped with a double block and bleed valve configuration at each manifold connection to allow the LNG Vessel’s crew to safely witness, and subject to the provisions of clause 11.16, provide any requested assistance to the Terminal Owner’s personnel in performing arm flange connection operations.

(c) Maximum / Minimum LNG Vessel Cargo Capacity

Except as otherwise agreed in writing by Terminal Owner (and subject to the provisions of clauses 7.1(b)(iv) and 7.2(d) in respect of LNG Vessels having a gross LNG cargo containment capacity of greater than (one hundred and eighty thousand (180,000) cubic metres), each LNG Vessel shall have a gross LNG cargo containment capacity of no less than one hundred and twenty thousand (120,000) cubic metre, nor greater than two hundred and seventy thousand (270,000) cubic metres, in either case as determined at the time of loading of LNG into such LNG Vessel.

(d) Condition of the LNG Vessel

Each LNG Vessel shall be:

(i) fitted in every way for the safe loading, unloading, handling and carrying of LNG in bulk at atmospheric pressure; and

(ii) tight, staunch, strong and otherwise seaworthy with cargo handling and storage systems (including instrumentation) necessary for the safe loading, unloading, handling, carrying and measuring of LNG in good order and condition.
(e) Classification Society

Each LNG Vessel shall at all times be maintained in class with a member of any of the following: American Bureau of Shipping, Lloyd’s Register for Shipping, Bureau Veritas, Det Norske Veritas or any other member of the International Association of Classification Societies that is mutually agreeable to the Parties.

(f) Construction

Without limiting Terminal User’s obligations under this clause 10, Terminal User shall ensure that each LNG Vessel shall have been constructed, operated and maintained in accordance with all International LNG Vessel Standards applicable to the ownership, design, equipment, operation or maintenance of LNG Vessels. Each LNG Vessel shall be entered with a member of the International Group of P&I Clubs.

(g) Operation and Maintenance

Each LNG Vessel shall be safely manned, equipped, supplied, operated and maintained in good working order and condition by a competent and reputable Vessel Operator to comply with all applicable International LNG Vessel Standards and shall notify Terminal Owner of arrangements made in this respect. Unless approved by Terminal Owner in writing, an LNG Vessel shall be prohibited from engaging in any maintenance, repair or in-water surveys, bunkering, provisioning or other activities not directly related to the discharge of LNG while berthed at the LNG Terminal.

(h) Crew

The officers and crew of each LNG Vessel shall have the ability, experience, licences and training commensurate with the performance of their duties in accordance with internationally accepted standards as adopted on first-class LNG Vessels in accordance with the latest SIGTTO recommendations and guidelines and as required by applicable Governmental Authorities. Without limiting the foregoing:

(i) all shipboard personnel shall hold valid certificates of competence in accordance with the requirements of the law of the flag state of the LNG Vessel and any applicable requirements of Governmental Authorities;

(ii) the senior officers, including Master, chief officer, chief engineer, and cargo engineer shall be trained and certified to a standard (A) customary for an operator of a first-class LNG Vessel of the type and tonnage of the LNG Vessel and (B) in compliance with the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 and the SIGTTO publication “Crew Safety Standards and Training for Large LNG Carriers”;
(iii) the Master, chief officer, chief engineer, all cargo engineers, and all deck officers shall be fluent in written and oral English and shall maintain all records and provide all reports with respect to the LNG Vessel in English, and there shall otherwise be on board such LNG Vessel sufficient other personnel with a good working knowledge of the English language to enable cargo handling and unloading to be carried out efficiently and safely and to enable communications between the LNG Vessel and those Persons engaged in unloading the LNG Vessel to be carried out quickly and efficiently; and

(iv) none of the LNG Vessel’s Master, officers or crew shall, while serving on the LNG Vessel, abuse the use of drugs or alcohol, and the Vessel Operator shall maintain a written policy to such effect, such policy to meet or exceed the standards of the Oil Companies International Marine Forum’s Guidelines for the Control of Drugs and Alcohol Aboard Ship, 1995, as amended from time-to-time.

(i) Communications

Each LNG Vessel shall be equipped with appropriate communication equipment and systems complying with applicable regulations of Governmental Authorities, the applicable provisions of the Marine Operations Manual, and safely permitting such LNG Vessel to be in constant communication with the LNG Terminal and with other vessels in the area (including fireboats, guard tugs, harbour tugs, escort vessels and other vessels employed in port operations), including an approved vessel automatic identification system.

(j) Pumping Time

Provided that the LNG Terminal includes, and Terminal Owner makes available, a suitable vapour return line meeting the requirements of clause 9.2, then:

(i) an LNG Vessel with a gross LNG cargo containment capacity less than or equal to one hundred and eighty thousand (180,000) cubic metres shall be capable of unloading LNG in a maximum of sixteen (16) hours; and

(ii) an LNG Vessel with a gross LNG cargo containment capacity greater than one hundred and eighty thousand (180,000) cubic metres shall be capable of unloading LNG in the number of hours derived after applying the following formula:

\[
\text{Maximum LNG unloading time (in hours)} = 16 + X
\]

where:

\[
X = \frac{Y}{12,000} \text{ cubic metre; and}
\]
\[ Y = \text{the LNG cargo containment capacity of the LNG Vessel in excess of 180,000 cubic metres.} \]

For the purposes of this clause 10.4(j), the time required for connecting, cooling, ramping pumps to full output, stripping and disconnecting shall not be included in the computation of pumping time.

(k) **Increase in Unloading Rates**

If the maximum LNG unloading capacity at an LNG berth of the Initial Facilities is increased to sixteen thousand (16,000) cubic metres per hour by the addition of a fourth LNG unloading arm (in addition to the vapour return arm), or otherwise to permit an LNG unloading rate higher than twelve thousand (12,000) cubic metres per hour, then the allowed unloading time in clause 10.4(j) shall be reduced *pro rata* with the lesser of such higher LNG unloading rate or the maximum safe pumping capacity of the LNG Vessel.

(l) **Insurance**

Terminal User shall cause all LNG Vessels to at all times comply with the insurance provisions set forth in clause 16.5.

10.5 **Environmental Issues**

(a) Terminal User shall be responsible for the clean-up, remediation, mitigation and all other actions, as required by environmental Laws and International LNG Vessel Standards, in connection with any pollution, contamination or hazardous materials or substances:

(i) associated with Terminal User, any LNG Vessel, or the transportation, importation and unloading of LNG which occurs prior to delivery of LNG at the Receipt Point or after the delivery of vapour return at the Return Vapour Delivery Point; and

(ii) to the extent not caused by Terminal Owner’s failure to act as a Reasonable and Prudent Operator.

(b) Terminal User shall notify all necessary Governmental Authorities (including the Maritime and Port Authority of Singapore and the National Environment Agency) with respect to any discharge, spills and/or releases, including any threat thereof, of any hazardous materials or substances for which Terminal User is responsible pursuant to clause 10.5(a), and shall immediately respond to any such discharge, spill or release, or threat of, at Terminal User’s sole cost and expense. If Terminal User, in the opinion of Terminal Owner, acting as a Reasonable and Prudent Operator, fails to adequately respond in a timely
manner to such discharge, spill or release hazardous materials or substances, or any threat thereof, Terminal Owner, at the sole cost and expense of Terminal User, may, but shall not be obliged to, respond thereto, in whole or in part.

(c) Terminal User shall indemnify, defend and hold Terminal Owner and its Affiliates harmless from and against all Liabilities arising from or out of or in connection with the violation of any environmental Laws by Terminal User, any LNG Vessel, a Vessel Operator or the Master, officers or crew of any LNG Vessel, occurring at, on or within the vicinity of the LNG Terminal.

(d) Terminal Owner shall be responsible for the clean-up, remediation, mitigation and all other actions, as required by environmental Laws and International LNG Terminal Standards, in connection with any pollution, contamination or hazardous materials or substances:

(i) associated with Terminal Owner, the LNG Terminal, or the unloading, storage and revapourisation of LNG which occurs after the delivery of LNG at the Receipt Point or prior to the delivery of vapour return at the Return Vapour Delivery Point; and

(ii) to the extent not caused by Terminal User’s failure to act as a Reasonable and Prudent Operator, after delivery of LNG at the Receipt Point or prior to the delivery of vapour return at the Return Vapour Delivery Point.

(e) Terminal Owner shall notify all necessary Governmental Authorities with respect to any discharge, spills and/or releases, including any threat thereof, of any hazardous materials or substances for which Terminal Owner is responsible pursuant to clause 10.5(d), and shall immediately respond to any such discharge, spill or release, or threat of, at Terminal Owner’s sole cost and expense. If Terminal Owner, in the opinion of Terminal User, acting as a Reasonable and Prudent Operator, fails to adequately respond in a timely manner to such discharge, spill or release of hazardous materials or substances, or any threat thereof, Terminal User, at the sole cost and expense of Terminal Owner, may, but shall not be obliged to, respond thereto, in whole or in part.

(f) Except in the circumstances described in clause 10.5(d)(ii) Terminal Owner shall indemnify, defend and hold Terminal User and its Affiliates harmless from and against all Liabilities arising from or out of or in connection with the violation of any environmental Laws by Terminal Owner, any Other Customers’ LNG Vessel, Other Customers’ Vessel Operator or the Master, officers or crew of Other Customers’ LNG Vessel, occurring at, on or within the vicinity of the LNG Terminal.
10.6 Marine Operations Manual

(a) Terminal Owner shall, on the Execution Date, provide Terminal User the Marine Operations Manual ("Marine Operations Manual") which shall be consistent with:

(i) International LNG Vessel Standards; and

(ii) this Agreement (and for the avoidance of doubt, in the event that any conflict arises between this Agreement and the Marine Operations Manual, the terms of this Agreement shall prevail).

(b) If Terminal Owner wishes to amend the Marine Operations Manual (including for the purpose of conforming it to then-applicable International LNG Vessel Standards) from time-to-time, then the Parties shall meet and discuss in good faith the amendment within thirty (30) days of Terminal Owner’s proposal; provided, always, that Terminal User shall not unreasonably withhold or delay its agreement to the proposed amendment to the Marine Operations Manual.

(c) If at a meeting between Terminal User and Terminal Owner pursuant to clause 10.6(b) the Parties are unable to agree upon Terminal Owner’s proposed revisions to the Marine Operations Manual within a reasonable period, then the matters on which the Parties have been unable to reach agreement shall be deemed to be a Dispute and shall be subject to arbitration pursuant to the provisions of clause 25.

(d) From time-to-time, Terminal User may propose to amend the Marine Operations Manual for the purpose of conforming it to then-applicable International LNG Vessel Standards, in which case the provisions of clauses 10.6 (b)-(c) would be applicable to any such proposal by Terminal User, and provided further that any such changes shall only be implemented with the consent of all relevant Other Customers as required pursuant to provisions that are analogous to clauses 10.6 (b) and (c) under their existing contracts with Terminal Owner.

(e) Terminal Owner shall deliver to Terminal User and all Other Customers a final copy of any amendment to the Marine Operations Manual thereto promptly after any such amendments has been finalised.

(f) Terminal User shall comply, and shall procure that all LNG Vessels and each Vessel Operator shall comply, with the Marine Operations Manual in all respects.

10.7 Exchange of Information

(a) Terminal Owner and Terminal User shall exchange certain information necessary to assist Terminal User in performing its obligations in respect of
ensuring the compatibility of each LNG Vessel with the LNG Terminal and compliance by Terminal User of the provisions of this Agreement, such information to be sufficient to ensure that each LNG Vessel:

(i) meets the draft requirements to ensure safe entry to the LNG Terminal, including its LNG vessel berths;

(ii) is sufficiently compatible to breast and secure against the LNG Vessel berths at the LNG Terminal;

(iii) is compatible with the LNG Terminal’s communications and emergency shutdown systems, utilities, catwalks, gangways and other facilities;

(iv) has unloading piping and connections that are compatible with and physically align with the LNG Terminal’s LNG unloading arms and vapour return arm to allow transfer of LNG (and return of vapour) at the design rate and will provide a sufficient degree of freedom of movement for the LNG Terminal’s LNG unloading arms and vapour return arm during the duration of the unloading process;

(v) has an approved mooring plan that meets the recommended mooring loads from the latest edition of the OCIMF Mooring Equipment Guidelines using the weather and current limits recommended by OCIMF is within the design limits of the LNG Vessel and the LNG Terminal’s mooring equipment and that is otherwise reasonably satisfactory to Terminal Owner; and

(vi) is compatible with any fireboats, line handling, escort vessels or other supporting vessels attending to such LNG Vessel.

(b) Terminal User shall, prior to nominating an LNG Vessel for use at the LNG Terminal, schedule a ship compatibility meeting between Terminal User, representatives of the Vessel Operator and Terminal Owner’s representatives. The meeting shall, unless otherwise agreed, be conducted at Terminal Owner’s offices to evaluate the compatibility of the LNG Vessel with the LNG Terminal’s marine facilities and shall examine berth, ship-shore interfaces, safety and communications items in relation to the LNG Vessel and the LNG Terminal.

10.8 Approval of LNG Vessels

(a) LNG Vessel Compatibility

Terminal User may from time-to-time propose an LNG Vessel for use at the LNG Terminal by providing information indicating that such proposed LNG Vessel satisfies the specifications set out in this clause 10, including:
(i) vessel drawings with sufficient detail to allow Terminal Owner to evaluate the compatibility of gangways, unloading arms, communications systems, mooring lines, breasting points, and other physical characteristics reasonably appropriate to determine compatibility, including the LNG Vessel’s minimum LNG unloading rate, appropriate communications system and compliance with all requirements of clause 10.4;

(ii) details of such LNG Vessel’s physical dimensions, including the length, width, draft and other physical dimensions reasonably appropriate to determine compatibility;

(iii) a true and complete copy of the LNG Vessel’s certificate of accuracy of the custody transfer measurement system and approved tank gauge tables;

(iv) ship questionnaire duly filled according to SIGTTO form “Ship Information Questionnaire for Gas Carrier” 1998, 2nd edition, or such other form as agreed between Terminal Owner and Terminal User; and

(v) list of survey status issued by the Classification Society for the LNG Vessel.

As soon as reasonably practical but in no event later than seven (7) days after receipt of the foregoing information from Terminal User, Terminal Owner, acting as a Reasonable and Prudent Operator, shall notify Terminal User in writing whether such LNG vessel meets the compatibility requirements necessary for use of such LNG Vessel by Terminal User for delivery of LNG at the LNG Terminal.

(b) LNG Vessel Vetting

(i) Each LNG Vessel nominated by Terminal User for use at the LNG Terminal shall:

(A) within twelve (12) months of the time of its initial nomination, have been inspected and reported upon by a SIRE Accredited Inspector; and

(B) be inspected and reported on by a SIRE Accredited Inspector once every twelve (12) months until the fifteenth (15th) anniversary of the date on which it first became an Approved LNG Vessel and once every six (6) months thereafter.

(ii) Terminal User shall cause each LNG Vessel nominated by Terminal User to be inspected by SIRE accredited inspectors at Terminal User’s sole cost and expense. Any otherwise compatible LNG Vessel for which there are no material deficiencies noted in the SIRE inspection report
shall be eligible, subject to other requirements of this clause 10, to be an Approved LNG Vessel. If the LNG Vessel is not approved, such LNG Vessel shall cease to be an Approved LNG Vessel.

(iii) Terminal Owner’s representatives shall, with the consent of the LNG vessel’s Master (such consent Terminal User shall cause not to be unreasonably withheld or delayed), have the right to board any LNG Vessel while it is at any of the LNG berths at the LNG Terminal for the sole purpose of conducting a visual inspection of such LNG Vessel in the presence of a designated crew member escort for purposes of confirming the accuracy of any information contained in the report of any SIRE accredited inspector provided to Terminal Owner in accordance with clause 10.8(b); *provided, however,* that any such inspection shall not delay the berthing or unloading of such LNG Vessel or unreasonably impede Terminal User’s operations.

(iv) A list of remarks and/or deficiencies arising from the inspection conducted in accordance with clause 10.8(b)(iii), if any, shall be immediately provided to the Master of the LNG Vessel at the conclusion of the inspection. The list of the remarks and deficiencies shall also be provided to Terminal User. In the event of any failure to comply with the terms of this Agreement, Terminal Owner shall promptly provide to Terminal User a written report describing the reasons therefore, and such LNG Vessel shall cease to be an Approved LNG Vessel until such time as the failure to comply with the terms of this Agreement is remedied. Terminal User shall provide an implementation schedule, which shall be in form and substance acceptable to Terminal Owner in its reasonable discretion, of the corrective actions and such certificates from the LNG Vessel Operator of such LNG Vessel as Terminal Owner may reasonably require to verify that the identified failure to comply with the terms of this Agreement has been remedied prior to the restoration of such LNG Vessel’s status as an Approved LNG Vessel.

(v) No inspection (or lack thereof) of an LNG Vessel hereunder shall:

(A) modify or amend Terminal User’s obligations, representations, warranties and covenants under this Agreement; or

(B) constitute an acceptance or waiver by Terminal Owner of Terminal User’s obligations under this Agreement.

(c) LNG Vessel Approval

If an LNG Vessel is determined to be compatible with the LNG Terminal in accordance with this clause 10.8, it shall (subject to the provisions of clause 10.9) be deemed approved for purposes of inclusion in the ADP (and the corresponding
Firm Forward Schedule) and any amendments thereto ("Approved LNG Vessel"), and:

(i) such Approved LNG Vessel shall be identified as such on the Website; and

(ii) Terminal User shall be free to nominate such Approved LNG Vessel for use in accordance with this Agreement;

provided, however, that the approval of an LNG Vessel by Terminal Owner as an Approved LNG Vessel shall not operate in any way to relieve Terminal User of its responsibilities and obligations under this Agreement in relation to the Approved LNG Vessel in question, including the provisions of clauses 10.4, 11.7, 16.6 and 16.7.

10.9 Right to Reject LNG Vessel

(a) Without prejudice to any other rights and remedies arising hereunder or by law or otherwise, Terminal Owner shall have the right to reject any LNG Vessel that Terminal User intends to use to deliver LNG to the LNG Terminal if such LNG Vessel does not comply with the provisions of this Agreement; provided, however, that:

(i) neither the exercise nor the non-exercise of such right shall reduce the responsibility of Terminal User to Terminal Owner in respect of such LNG Vessel and her operation, nor increase Terminal Owner’s responsibilities, if any, to Terminal User for the same; and

(ii) Terminal User’s obligations under this Agreement shall not be excused or suspended by reason of Terminal User’s inability (pursuant to the foregoing) to use an LNG Vessel as an Approved LNG Vessel.

To further clarify, any and all costs and expenses incurred by Terminal Owner and/or Terminal User as a result of delays in the berthing and discharging of an LNG Vessel which does not comply with the provisions of this Agreement shall be for the account of Terminal User.

(b) Notwithstanding any other provision of this Agreement, Terminal Owner shall not be required to accept an LNG Vessel that is forty (40) or more years of age. Any LNG Vessel that is fifteen (15) or more years of age shall have a Condition Assessment Programme rating that is acceptable to Terminal Owner in its sole discretion.
11. **BERTHING ASSIGNMENT AND UNLOADING**

11.1 **Advance Notices: LNG Vessel Nomination**

No later than five (5) days prior to the scheduled loading date for a Cargo (unless the Cargo is a diversion cargo, in which case the deadline shall be as soon as practicable after such diversion), Terminal User shall provide a notice ("Departure Notice") to Terminal Owner of the following information to the extent it departs from the information previously provided pursuant to clause 7.1(b)(vi):

(a) name of the LNG Vessel, its IMO ID number, the operator, and owner of such LNG Vessel;

(b) name of Loading Port;

(c) expected departure date of the LNG Vessel from Loading Port;

(d) estimated arrival date at the LNG Terminal;

(e) details of any operational deficiencies in the LNG Vessel that may affect its operations at the port of Jurong Island or at the LNG Terminal;

(f) the planned heel quantity (in mmBtu and cubic metres) to be left onboard the LNG Vessel after such LNG Vessel completes unloading;

(g) the Scheduled Window which such LNG Vessel is expected to utilise at the LNG Terminal;

(h) any changes in the Expected Receipt Quantity (in mmBtu and cubic metres) since Terminal User’s original estimate given pursuant to clause 7.1(b)(v) in connection with the development of the ADP;

(i) such other information as Terminal Owner may reasonably require, as notified to Terminal User in writing; and

(j) any operational deficiencies in the LNG Vessel that may affect its port or berth performance at either the load port or the LNG Terminal.

Terminal User shall notify, or cause the Master of the LNG Vessel to notify, Terminal Owner as soon as practicable of any material change in any of the foregoing notifications. Terminal Owner’s receipt (and any confirmation thereof) of the information contained in any Departure Notice shall be for operational notification purposes only and shall not constitute an amendment or modification of any of Terminal User’s obligations under this Agreement and shall be without prejudice to Terminal Owner’s right to require compliance by Terminal User with any and all of the provisions of this Agreement.
11.2 Advance Notices: LNG Vessel Movements

Terminal User shall, in addition to the Departure Notice under clause 11.1, give, or cause the Master of the LNG Vessel to give, to Terminal Owner the following written notices with respect to each Cargo of LNG to be delivered under this Agreement:

(a) a first notice ("First Notice"), which shall be sent upon the departure of the LNG Vessel from the Loading Port and which shall set forth the time and date that loading was completed, the quantity (expressed in mmBtu) and the volume (expressed in cubic metres) of LNG loaded on board the LNG Vessel, the estimated time of arrival of the LNG Vessel at the Pilot Boarding Station ("ETA"), any operational deficiencies in the LNG Vessel that may affect its performance at the LNG Terminal or berth and the following information in respect of the characteristics of LNG comprising its Cargo as determined at the time of loading (for Terminal Owner’s information only):

   (i) Gross Heating Value per unit (per kilogram, per normal cubic metre and per Standard Cubic Foot);

   (ii) molecular percentage of hydrocarbon components and nitrogen;

   (iii) average LNG temperature;

   (iv) density at loading; and

   (v) any known or suspected contamination of the Cargo.

(b) a second notice ("Second Notice"), which shall be sent forty-eight (48) hours prior to the ETA set forth in the First Notice, confirming or amending such ETA and if, thereafter, such ETA changes by more than three (3) hours, Terminal User shall give promptly, or cause the Master of the LNG Vessel to give promptly, to Terminal Owner notice of the corrected ETA;

(c) a third notice ("Third Notice"), which shall be sent twenty-four (24) hours prior to the ETA set forth in the Second Notice, confirming or amending such ETA. If, thereafter, such ETA changes by more than one (1) hour, Terminal User shall give promptly, or cause the Master of the LNG Vessel to give promptly, to Terminal Owner notice of the corrected ETA;

(d) a fourth notice, which shall be sent six (6) hours prior to the ETA set forth in the Third Notice, confirming or amending such ETA; and

(e) a NOR, which shall be given at the time prescribed in clause 11.8.

11.3 Governmental Notices

In addition to the notices given by Terminal User under clause 11.2, Terminal User shall give such other notices and supply such other information as may be required from time-
to-time by any Governmental Authority having jurisdiction over Terminal User, the LNG Vessel or the LNG Terminal.

11.4 Notice of Cancellation

Terminal User shall notify Terminal Owner as soon as practicable of any cancellation of the arrival and unloading of any LNG Vessel that has previously reflected in the ADP that has issued a Departure Notice or has issued an advance notice pursuant to clause 11.2.

11.5 Change in Expected Receipt Quantity

If, subsequent to issuing the notice required under clause 11.1(h), Terminal User anticipates a change, by way of either increase or decrease, of at least two and five tenths (2.5) percent in the Expected Receipt Quantity for a particular Cargo, Terminal User shall, promptly provide notice thereof to Terminal Owner and include in such notice Terminal User’s new estimate of the Expected Receipt Quantity.

11.6 Right to Reject Certain Quantities

Without prejudice to any other rights and remedies arising hereunder or by law or otherwise, including Terminal User’s right to exceed its MLI on an interruptible basis pursuant to clause 13.3(b), Terminal Owner shall have the right to reject unloading of any quantities of LNG on board an LNG Vessel that when added to Terminal User’s Inventory as reduced by the quantity of LNG scheduled to be vaporised for Terminal User’s account during the unloading of the LNG Vessel, would exceed the inventory limitations contained in clause 13.3.

11.7 Limit on LNG Cargo Tank Average Vapour Pressure

(a) Terminal User shall require each LNG Vessel operator to utilise reasonable endeavours to:

(i) limit the average vapour pressure in the cargo tanks of each Approved LNG Vessel to one hundred eighty (180) millibar gauge upon arrival at an LNG unloading berth at the LNG Terminal, and

(ii) cause each Approved LNG Vessel to maintain the average vapour pressure in its cargo tanks at or below one hundred eighty (180) millibar gauge during the seventy-two (72) hour period immediately prior to tendering NOR.

(b) A Cargo will not be considered to be Off-Specification LNG solely due to the cargo tank vapour pressure being above one hundred eighty (180) millibar gauge at the commencement of unloading; provided, however, that in such case Terminal Owner may, at its discretion:
(i) declare the Approved LNG Vessel to be not ready for unloading as described in clause 11; or

(ii) allow the Approved LNG Vessel to remain at berth but prevent the unloading of LNG at the Receipt Point until the Approved LNG Vessel’s cargo tank vapour pressure is reduced to a level below the required limit.

(c) If the cargo tank vapour pressure is above one hundred fifty (150) millibar gauge at the commencement of unloading, Terminal Owner may reduce the rate of unloading of the LNG Vessel to compensate for the physical effects of such cargo tank vapour pressure during unloading operations and Allotted Unloading Time shall be extended accordingly.

11.8 Notice of Readiness: Issuance

Subject to any applicable restrictions, including any night-time transit restrictions, imposed by Governmental Authorities or Pilots, or night-time berthing restrictions imposed pursuant to clause 9.2(j), upon arrival at the specific location off the LNG Terminal at which Pilots customarily board the LNG Vessel (such location referred to as the “Pilot Boarding Station”) and once such LNG Vessel has received all relevant port and security clearances (except those clearances which will be received after such LNG Vessel leaves the Pilot Boarding Station pursuant to applicable port procedures) and is ready to proceed to berth, Terminal User shall cause the Master of an LNG Vessel or its agent shall give to Terminal Owner its notice of readiness (“Notice of Readiness” or “NOR”) that such LNG Vessel is ready to proceed to berth and ready to transfer cargo.

11.9 Notice of Readiness: Effectiveness

A NOR given under clause 11.8 shall become effective as follows:

(a) for an LNG Vessel arriving at the Pilot Boarding Station at any time before 0700 hours on the day of the Scheduled Window allocated to such LNG Vessel, a NOR shall be deemed effective at the earlier of:

(i) 0700 hours on the day of the Scheduled Window; or

(ii) when the Approved LNG Vessel is All Fast; or

(b) for an Approved LNG Vessel arriving at the Pilot Boarding Station at any time during the Scheduled Window allocated to such Approved LNG Vessel, a NOR shall become effective at the time of its issuance; or

(c) for an Approved LNG Vessel which was required to leave the berth for reasons that would have justified an extension to Allotted Unloading Time pursuant to clause 11.11(a) and then returned to the berth, a NOR shall become effective upon Terminal Owner’s notice to the Approved LNG Vessel that it is ready to again receive the Approved LNG Vessel at the LNG unloading berth.
11.10 Berthing Assignment

(a) General Rule

On or before receipt of the Third Notice under clause 11.2(c), Terminal Owner shall determine the berthing sequence of all LNG Vessels at the LNG Terminal in order to ensure compliance with the ADP and shall notify the Master of such LNG Vessel of its assigned berthing sequence. Terminal User shall cause the LNG Vessel to be berthed safely and expeditiously at the berth, and Terminal Owner shall reasonably cooperate in such berthing. If an LNG Vessel arrives not ready to unload for any reason, Terminal Owner may refuse to allow it to berth. Terminal Owner shall have the right to delay berthing of the LNG Vessel for any of the reasons set forth in clause 11.11(a).

(b) Timely Arrival

Terminal Owner shall berth an LNG Vessel arriving before or during its Scheduled Window at the first opportunity that Terminal Owner determines such LNG Vessel will not interfere with berthing and unloading of any other scheduled vessel with a higher berthing priority. Subject to the applicable rules of the Maritime and Port Authority of Singapore, the provisions of the Marine Operations Manual, berthing priority for vessels arriving before or during their respective Scheduled Windows shall be determined as follows:

(i) the first berthing priority on any day shall be for Approved LNG Vessels with a Scheduled Window on such day;

(ii) the second berthing priority on any day shall be for Approved LNG Vessels that arrived before their respective Scheduled Windows. Priority within this group shall be given to the Approved LNG Vessel whose Scheduled Window is first to occur;

(iii) the third berthing priority on any day shall be for Approved LNG Vessels that have arrived after their respective Scheduled Windows. Priority within this group shall be on a “first come, first served” basis; provided, however, that Terminal Owner shall not be obliged to berth or permit the unloading of any such vessel to the extent permitted under clause 11.10(c); and

(iv) the fourth berthing priority on any day shall be for any LNG Vessels which are not Approved LNG Vessels and for which Terminal Owner’s approval has not yet been given.

(c) Late Arrival

(i) Terminal Owner shall use its reasonable endeavours to berth an LNG Vessel arriving after its Scheduled Window. Terminal Owner may refuse
to allow such late LNG Vessel to berth unless Terminal Owner reasonably determines that the berthing and unloading of such LNG Vessel will not interfere with berthing and unloading by any scheduled vessel and will not disrupt the overall unloading schedule or operations of the LNG Terminal.

(ii) Terminal Owner may, despite being entitled to refuse to berth a late LNG Vessel, allow such LNG Vessel to berth if Terminal User agrees in writing, subject to clause 14.4, to reimburse Terminal Owner for any and all damages it incurs as a result thereof, including amounts Terminal Owner becomes contractually obligated to pay as demurrage to any Other Customer; provided, however, that Terminal Owner shall exercise reasonable efforts to mitigate such damages.

(d) Safety

Notwithstanding the provisions of clause 10.8 and/or this clause 11.10, Terminal Owner may refuse to allow any LNG Vessel (whether an Approved LNG Vessel or not) to berth if acting as a Reasonable and Prudent Operator, Terminal Owner determines that the berthing of such LNG Vessel would adversely affect the safe operations of the LNG Terminal.

11.11 Allotted Unloading Time and Permitted Berth Occupancy Time

(a) In respect of each Approved LNG Vessel “Allotted Unloading Time” shall be a period commencing upon the effectiveness of NOR and ending on the later of (x) thirty-six (36) hours from effective NOR in the case of LNG Vessels with a gross LNG cargo capacity of one hundred and eighty thousand (180,000) cubic metres or less, or (y) the end of the relevant Scheduled Window, subject in each case to extensions for:

(i) reasons attributable to Terminal User, Terminal User’s agents, the LNG Vessel, the Master, crew, owner or operator of such LNG Vessel or any other provider of services for which the LNG Vessel or Terminal User is responsible;

(ii) reasons attributable to a Pilot, a tug or a Governmental Authority (including where such Governmental Authority mandates repairs to an LNG Vessel at or about the LNG Terminal);

(iii) Events of Force Majeure;

(iv) vessel traffic at or about the Port or the LNG Terminal;

(v) unscheduled curtailment or temporary discontinuation of operations at the LNG Terminal in accordance with clause 19.1, except where the causes
of such curtailment or discontinuation were within Terminal Owner’s reasonable control;

(vi) if clause 11.17 applies to an LNG Vessel, additional time to unload the LNG Vessel, as calculated and permitted under clause 11.17;

(vii) night-time restrictions (or other port or channel transit restrictions) of any Governmental Authority;

(viii) if, pursuant to clause 13.3(c), Terminal Owner accepts any quantities in excess of Terminal User’s MLI when sufficient unutilised LNG storage capacity is not otherwise available in the LNG Terminal to receive such excess quantities, any reduction in the rate at which such quantities are unloaded to permit such unloading;

(ix) provided that Terminal Owner shall have conducted itself as a Reasonable and Prudent Operator in the design, construction and operation of the LNG Terminal so as to mitigate such effects, reduced LNG unloading rates reasonably necessary in order to avoid the possibility of LNG tank rollover resulting from the introduction of LNG having a higher density than the LNG existing in the storage tanks at the time of commencement of unloading operations; provided, however, that Terminal Owner shall use reasonable endeavours to provide Terminal User with as much notice of the necessity of such delayed unloading as is practicable under the circumstances given: (A) the timing and accuracy of the LNG density and composition information that has been provided to Terminal Owner by Terminal User in respect of the LNG to be unloaded; and (B) the accuracy of reasonably available technology for making reliable LNG tank rollover predictions or forecasts; and

(x) the reduced rate of unloading provided for in clause 11.7(c); provided, however, that the Allotted Unloading Time available to Terminal Owner shall not be extended for any cause within Terminal Owner’s reasonable control, except as otherwise provided in this Agreement.

(b) In respect of each Approved LNG Vessel, “Permitted Berth Occupancy Time” shall be the greater of (i) eighteen (18) hours plus an additional period equal to the result of dividing the quantity of LNG to be unloaded (being the lesser of the volumes set forth in the applicable ADP and that notified by Customer prior to berthing) in excess of one hundred and twenty thousand (120,000) cubic metres by twelve thousand (12,000) cubic metres per hour; or (ii) the end of the relevant Scheduled Window, subject in either case to time extensions for:

(i) reasons solely attributable to Terminal Owner;
(ii) reasons attributable to a Pilot, a tug or a Governmental Authority (including where such Governmental Authority mandates repairs to an LNG Vessel at or about the LNG Terminal);

(iii) Event of Force Majeure;

(iv) vessel traffic at or about the LNG Terminal;

(v) unscheduled curtailment or temporary discontinuation of operations at the LNG Terminal in accordance with clause 19.1, except where such curtailment or discontinuation was caused, by an act or omission of Terminal User or an LNG Vessel;

(vi) if clause 11.6 applies to an LNG Vessel, additional time to unload the LNG Vessel, as calculated and permitted under clause 11.6; and

(vii) night-time or other channel transit restrictions of any Governmental Authority, except to the extent that such night-time or other channel restrictions are attributable to Terminal User or an LNG Vessel;

provided, however, that the Permitted Berth Occupancy Time available to Terminal User shall not be extended for any cause within Terminal User’s reasonable control, except as expressly provided in this Agreement.

11.12 Actual Unloading Time

“Actual Unloading Time” means the time used in unloading an LNG Vessel and means the period of time, stated in hours, which commences upon the effectiveness of its NOR as determined under clause 11.9 and ends when all quantities of LNG on board in excess of retained heel quantities have been unloaded, all discharge and return lines have been disconnected, and the LNG Vessel has departed the berth.

11.13 Berthing; Requirement to Leave Berth

(a) Upon the effectiveness of the NOR pursuant to clause 11.9,

(i) Terminal User shall cause its LNG Vessel to promptly transit to the Port, berth at the LNG Terminal and become All Fast, initiate commencement of LNG unloading, achieve completion of LNG unloading, and procure that the LNG Vessel shall vacate the berth promptly following the disconnection of the LNG unloading arms and emptying of deck piping, and

(ii) Terminal Owner shall provide all reasonable cooperation to Terminal User in connection with Terminal User’s performance of its obligations pursuant to clause 11.13(a)(i). As soon as reasonably practicable following the issuance of the NOR, as long as the LNG Vessel satisfies
the applicable requirements under clause 10, and Terminal User is in compliance with the provisions of clause 16.7, Terminal Owner shall issue a notice to the LNG Vessel to proceed to the berth. Terminal User shall cause the Approved LNG Vessel’s crew to assist Terminal Owner in making-up the attachment of unloading arms in accordance with clause 11.16(a). Terminal Owner shall, as promptly as reasonably practicable: (A), proceed with the receipt of LNG unloaded from the LNG Vessel; (B) take any samples of LNG unloaded; and (C) complete any documentation required of Terminal Owner in order for the LNG Vessel to depart.

(b) Terminal Owner may, after using its reasonable endeavours to permit an LNG Vessel to remain at the berth, direct an LNG Vessel to leave the berth and proceed to anchorage after becoming All Fast, prior to initiating commencement of unloading or prior to achieving completion of Unloading (and completion of necessary pre-departure activities) if:

(i) an LNG Vessel is not ready for unloading and commencement of unloading is not expected to start within nine (9) hours;

(ii) the unloading process is interrupted for more than nine (9) hours for reasons that do not justify an extension of Permitted Berth Occupancy Time pursuant to clause 11.11(b); or

(iii) completion of unloading (and completion of necessary pre-departure activities) of the LNG Vessel has not been nor can reasonably be expected to be achieved within the Permitted Berth Occupancy Time, for reasons that do not justify an extension of Permitted Berth Occupancy Time pursuant to clause 11.11(b).

(c) Notwithstanding any provision of this Agreement to the contrary, Terminal Owner may direct an LNG Vessel to leave the berth and proceed to anchorage at any time if Terminal Owner determines, acting as a Reasonable and Prudent Operator:

(i) that the continued berthing of such LNG Vessel or unloading of its Cargo would adversely affect the safe or efficient operations of the LNG Terminal or cause Excess Stock; or

(ii) there is an emergency or serious threat of any emergency at or in the vicinity of the LNG Terminal.

11.14 Return to Berth

If an Approved LNG Vessel has not been allowed to berth (or has vacated the LNG unloading berth and proceeded to sea pursuant to clause 11.13(b)) and such Approved LNG Vessel is then ready for unloading, Terminal User shall, if Terminal User desires
the Approved LNG Vessel to return to the berth, serve a Notice of Readiness (which supersedes any previous Notice of Readiness), if loading is reasonably expected to be capable of being completed prior to the next Scheduled Window. If loading is not reasonably expected to be capable of being completed prior to the next Scheduled Window, Terminal User shall nominate a new Window pursuant to clause 7.5. Upon the reberthing of any LNG Vessel which has vacated the LNG unloading berth pursuant to clause 11.13(b) for reasons not attributable to Terminal Owner, Terminal User shall be responsible for any actual costs incurred by Terminal Owner as a result of such vacation and reberthing.

11.15 Demurrage and Boil-Off Gas

(a) If Actual Unloading Time for an LNG Vessel exceeds Allotted Unloading Time for that LNG Vessel, Terminal Owner shall pay to Terminal User as liquidated damages the amount of US$\[\bullet\] per day, pro rated for any partial day. Terminal Owner and Terminal User agree that such damages would be difficult to ascertain at the time of incurrence and that the remedy provided for herein is a genuine pre-estimate of such damages and is not intended to be a penalty to the breaching party. Such damages shall not be subject to the limits on Terminal Owner’s liability to Terminal User provided in clause 17.1.

(b) In addition to amounts due under clause 11.15(a), in the event Actual Unloading Time exceeds Allotted Unloading Time then Terminal Owner shall indemnify Terminal User for any liability to Terminal User’s LNG Supplier or to any LNG Handling Customer for excess Boil-Off Gas caused by such delay. Such payments shall not be subject to the limits on Terminal Owner’s liability to Terminal User provided in clause 17.1.

(c) If Actual Unloading Time exceeds Allotted Unloading Time by more than seventy-two (72) hours and as a consequence Terminal User’s LNG Supplier or an LNG Handling Customer cancels or discontinues the unloading of a Cargo, Terminal Owner shall (subject to the limits on Terminal Owner’s liability to Terminal User provided herein) indemnify Terminal User against any liability to Terminal User’s LNG Supplier or the LNG Handling Customer for failure to receive such Cargo or a portion of such Cargo.

(d) If Actual Unloading Time for an LNG Vessel exceeds Permitted Berth Occupancy Time (including any extension available to Terminal User under clause 11.11(b)) for that LNG Vessel, Terminal User shall pay to Terminal Owner as liquidated damages the amount of US$\[\bullet\] per day, pro rated for any partial day. Terminal Owner and Terminal User agree that such damages would be difficult to ascertain at the time of incurrence and that the remedy provided for in this provision is a genuine pre-estimate of such damages and is not intended to be a penalty to the breaching party.

(e) If Terminal Owner or Terminal User (as the case may be) is required to pay demurrage, excess berth occupancy charges or excess Boil Off Gas charges (as
applicable) to the other Party pursuant to this clause 11.15, such other Party shall invoice the relevant Party that is required to pay such demurrage or other charges pursuant to clause 14.2.

(f) In the event that Terminal Owner does not permit an LNG Vessel to proceed to berth within seventy-two (72) hours of the later of issuance of a valid NOR or the beginning of the applicable Scheduled Window, or in the event that unloading of an LNG Vessel has extended beyond one hundred and twenty (120) hours from effective NOR, for reasons that do not justify an extension of the Allotted Unloading Time, Terminal User shall be entitled to treat any portion of the affected Cargo that has not been unloaded as having been rejected by Terminal Owner.

11.16 Unloading at the LNG Terminal

(a) Making-Up of Flange Connections

Terminal User shall cause the Approved LNG Vessel’s crew to promptly and safely assist the LNG Terminal personnel to make-up and secure the flange interconnections between the applicable cargo manifold connections of the Approved LNG Vessel and the LNG unloading arms of the LNG Terminal at the return vapour delivery point and the vapour return arm of the LNG Terminal at the return vapour delivery point. Terminal Owner’s personnel shall oversee the making up of such connections including manoeuvring the relevant arms and closing the flange locking mechanisms. The tightness of the connection shall be tested and mutually agreed by Terminal Owner and the LNG Vessel’s crew prior to commencement of discharge.

(b) Efficiency

Without in any way modifying or limiting Terminal User’s obligations under this Agreement in respect of unloading of LNG, Terminal Owner shall cooperate with Vessel Operators (or their agents) and with the Master of each LNG Vessel to facilitate the continuous and efficient delivery of LNG hereunder.

(c) Vapour Return Line

During unloading of each Cargo of LNG, Terminal Owner shall return to the Approved LNG Vessel such Regasified LNG in quantities as are necessary for the safe unloading of the LNG Cargo at such flowrates, pressures and temperatures as may be reasonably required by the design of the Approved LNG Vessel, and such returned Regasified LNG shall not be deemed to be quantity or volume unloaded for Terminal User’s account. The vapour return line shall be capable of receiving Boil Off Gas from the LNG Vessel after custody transfer has taken place to ensure that tank pressures aboard the LNG Vessel are maintained at safe levels.
11.17 Vessels In Excess of 180,000 Cubic Metres

In the case of an Approved LNG Vessel with a gross LNG cargo containment capacity greater than one hundred and eighty thousand (180,000) cubic metres, each of Allotted Unloading Time and Permitted Berth Occupancy Time shall be extended by a number of hours equal to the result of the formula:

\[
\text{Additional allowed berth time (in hours)} = \frac{Y}{X}
\]

where:

- \(X\) = 12,000 cubic metre per hour or, in the event a fourth LNG unloading arm is added, the lesser of 16,000 cubic metres per hour or the unloading rate of the LNG Vessel; and
- \(Y\) = the gross LNG cargo containment capacity of the Approved LNG Vessel in excess of 180,000 cubic metres.

12. RECEIPT OF LNG

12.1 Title, Custody and Risk of Loss

(a) Title to Terminal User’s Inventory

(i) Subject to clause 5.4, Terminal Owner shall in no circumstances assume title to Terminal User’s Inventory even during periods when it is in the possession and control of Terminal Owner.

(ii) Title with respect to Retainage consisting of Fuel shall pass to Terminal Owner at the time when the associated revaporised LNG passes the Delivery Point. Title with respect to Retainage consisting of LUFG with respect to any quantity of LNG shall pass to Terminal Owner at the moment when unloading of the LNG Vessel containing such quantity is completed.

(b) Possession, Control and Risk of Loss

Possession, control and risk of loss of Terminal User’s LNG shall pass from Terminal User to Terminal Owner upon delivery of same at the Receipt Point. Possession, control and risk of loss of Terminal User’s Inventory shall pass from Terminal Owner to Terminal User upon delivery of same at the Delivery Point (or
in the case of Gas returned to the LNG Vessel during unloading operations, upon delivery of such at the return vapour delivery point).

12.2 No Encumbrance

(a) Terminal User shall fully indemnify and hold Terminal Owner and its Affiliates harmless against all Encumbrances and Liabilities relating to such Encumbrances (collectively, “Claims”) regarding Terminal User’s Inventory, including Claims brought by Other Customers, except to the extent that any Claims are caused by Terminal Owner’s acts or omissions. For purposes of this clause 12.2, the term “Encumbrance” shall include any mortgage, pledge, lien, charge, adverse claim, proprietary right, assignment by way of security, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

(b) Terminal Owner shall fully indemnify and hold Terminal User harmless against all Encumbrances, and Liabilities relating to such Encumbrances, regarding Regasified LNG delivered for Terminal User’s account at the Delivery Point, including Claims brought by Other Customers, other than those caused by Terminal User’s acts or omissions.

12.3 Receipt of LNG

The receipt of LNG from an LNG Vessel at the Receipt Point shall be carried out by use of pumps and other equipment on the LNG Vessel under such reasonable and customary conditions as are specified in the Marine Operations Manual.

12.4 Quality and Measurement of Terminal User’s LNG

Terminal User’s LNG shall be measured and tested in accordance with Schedule 1. Terminal User shall ensure that all LNG delivered at the Receipt Point for Terminal User’s account when regasified as Gas shall conform to the LNG Specification.

12.5 Notices of Changes in Quality

Terminal User shall, as soon as reasonably practicable:

(a) following the departure of an LNG Vessel from the Loading Port, notify Terminal Owner in writing of the quality of the loaded LNG and estimated quality of LNG to be unloaded in accordance with this Agreement, including a copy of the statement or certificate of LNG loaded that is provided by LNG Supplier or an LNG Handling Customer to Terminal User;

(b) if at any time before unloading of such LNG at the LNG Terminal, Terminal User becomes aware that the quality of LNG loaded on board an LNG Vessel en route to the LNG Terminal, or the estimated quality of LNG to be unloaded therefrom, is materially different from the quality notified under clause 12.5(a)
or previously notified under this clause 12.5(b), or was incorrectly stated in any notice under clauses 12.5(a) or 12.5(b), or fails to meet the LNG Specification, promptly notify Terminal Owner in writing accordingly; and

(c) if at any time after the commencement of unloading of such LNG at the LNG Terminal, Terminal User becomes aware that the quality of LNG being unloaded, or to be unloaded, at the LNG Terminal is materially different from the quality notified under clauses 12.5(a) or 12.5(b) or previously notified under this clause 12.5(c), or was incorrectly stated in any notice under clauses 12.5(a), 12.5(b) or 12.5(c), or fails to meet the LNG Specification, notify Terminal Owner in writing accordingly,

any such notice to be provided by Terminal User under this clause 12.5 shall give details of the nature and expected magnitude of the variance, the cause of the non-compliance and the probable duration thereof, including the Cargoes and Scheduled Windows to be affected or to be affected thereby.

12.6 Refusal to Accept Off-Specification LNG

(a) Without prejudice to any other rights and remedies of Terminal Owner under this Agreement, if Terminal Owner becomes aware, before commencement of unloading thereof, that LNG to be unloaded by or on behalf of Terminal User at the Receipt Point will not comply with the LNG Specification (“Off-Specification LNG”), Terminal Owner shall have the right, by giving notice to Terminal User prior to the commencement of unloading of such LNG to refuse to permit unloading of such Off-Specification LNG; provided, however, that subject to clause 12.8, Terminal Owner shall exercise reasonable endeavours to accept such Off-Specification LNG; provided, further, that if Terminal Owner reasonably anticipates that the receipt of such Off-Specification LNG will result in the delivery of Nonconforming Gas, Terminal User shall first be required to confirm its agreement to accept delivery of any such Nonconforming Gas.

(b) As soon as practicable after becoming aware of Terminal User’s potential delivery of Off-Specification LNG, but in any event within twenty-four (24) hours after Terminal User has provided the confirmation pursuant to clause 12.6(a), Terminal Owner shall notify Terminal User as to whether Terminal Owner will reject all or any portion of such Off-Specification LNG. Where Terminal Owner has given notice of refusal to accept all such Off-specification LNG, then:

(i) neither Terminal User nor the LNG Vessel may give its Notice of Readiness, and, in such case, the LNG Vessel shall not proceed to berth (and, if proceeding to berth, shall cease to do so, and if berthed at the LNG Terminal, shall promptly vacate the berth); and
12.7 Refusal to Continue Unloading Off-Specification LNG

(a) Without prejudice to any other rights and remedies under this Agreement, if Terminal Owner becomes aware, during the course of unloading an LNG Vessel, that Off-Specification LNG is being unloaded from such LNG Vessel, and Terminal Owner cannot, by the exercise of reasonable efforts, receive such Off-Specification LNG, Terminal Owner shall have the right to reject the remaining balance of such Cargo of Off-Specification LNG and terminate the unloading of such Off-Specification LNG immediately by giving notice to Terminal User and the Master of the LNG Vessel to such effect.

(b) Where Terminal Owner has given notice of such termination of unloading operations under clause 12.7(a):

(i) Terminal User shall cause the LNG Vessel to promptly cease unloading and vacate the berth as soon as possible following receipt of notice of such refusal, and Terminal Owner shall be entitled to direct the LNG Vessel and to operate the LNG unloading facilities accordingly; and

(ii) the subsequent movements of the LNG Vessel, and the disposal of the remaining Off-Specification LNG on board the LNG Vessel, shall be the sole responsibility of Terminal User.

12.8 Customer Responsibility and Indemnification

If Off-Specification LNG is unloaded by Terminal User at the LNG Terminal, then Terminal User shall:

(a) bear the financial responsibility for all reasonable and actual incremental costs (other than capital costs) and Liabilities incurred by Terminal Owner, in each case acting as a Reasonable and Prudent Operator, in connection with receiving and (unless otherwise agreed with Customer) treating Off-Specification LNG by such means as are appropriate, including mixing such Off-Specification LNG with lower calorific value Gas or injecting nitrogen if facilities to allow for injection exist at the LNG Terminal at that time to vaporise and or flare any Off-Specification LNG that cannot be treated through the use of commercially reasonable efforts; and

(b) indemnify and hold harmless Terminal Owner and its respective directors, officers, consultants, agents and employees from any and all Liabilities (including the value of LNG lost or disposed of, damage to the LNG Terminal and any subsequent delay or inability in unloading LNG Vessels, and liability of Terminal Owner for damages or losses incurred by the Singapore natural gas
transmission system, a Downstream Pipeline, a Transporter, Gas Receivers, Other Customers and any other affected Person), including any of same attributable to claims of any Person and any Other Customers, which arise out of, are incident to or result from the acceptance, handling, disposal or use of Off-Specification LNG;

except, in the instances listed in clauses 12.8(a) and 12.8(b), to the extent of Terminal Owner’s Wilful Misconduct.

12.9 Effect on Future Cargoes

(a) No Continuing Waiver

Acceptance of Off-Specification LNG shall not prevent Terminal Owner from refusing future deliveries of Off-Specification LNG. No waiver by Terminal Owner of any default by Terminal User of any of the specifications set forth in this clause 12 shall ever operate as a continuing waiver of such specification or as a waiver of any subsequent default, whether of a like or different character.

(b) Extended Delivery of Off-Specification LNG

If Terminal User notifies Terminal Owner pursuant to clause 12.6(b) of an anticipated delivery of two (2) or more Cargoes of Off-Specification LNG and the Parties agree for Terminal Owner to incur incremental capital costs in order to accept delivery of such Cargoes, then Terminal User shall, in addition to its payment and indemnification obligations under clause 12.8, bear the financial responsibility for and directly fund, at Terminal Owner’s election, all such incremental capital costs.

12.10 Modification of Gas Quality Specification

To the extent that, after the Execution Date, the owner or operator of the Transmission System or any Downstream Pipeline, or any Governmental Authority, alters the Gas Quality Specification, the Parties shall meet and discuss in good faith whether or not any changes to the LNG Specification or any other provision of this Agreement are required and, if such changes are required, how such changes can be reasonably implemented.

13. STORAGE OF LNG AND REDELIVERY OF REGASIFIED LNG

13.1 Commingling of LNG in Storage and Regasified LNG Stream

(a) Terminal Owner shall have the right to commingle LNG received from Terminal User and store such LNG with LNG received from Other Customers and to treat and handle all LNG received from Terminal User and the Other Customers as Terminal Owner sees fit in the exercise of its discretion acting as a Reasonable and Prudent Operator and subject to the terms of this Agreement.
(b) The Regasified LNG made available for redelivery by Terminal Owner to Delivery Point need not consist of the same molecules as unloaded by Terminal User and Terminal User shall have no right to receive Regasified LNG of the same quality as Terminal User’s LNG; provided, however, that Terminal Owner has made available for delivery Regasified LNG that, taking account of Fuel and LUFG, is on a Gross Heating Value basis equivalent to the LNG received for Terminal Users account; and provided, further, that the specifications of the commingled Regasified LNG stream at the Delivery Point satisfy the requirements set forth in clause 13.16.

13.2 Terminal User’s Inventory

(a) Terminal Owner shall provide to Terminal User a daily accounting of Terminal User Inventory. Each day Terminal Owner shall provide all Throughput Customers, including Terminal User, an accounting of the inventory of each Other Customer available in the LNG Terminal, based on measured LNG deliveries, Fuel, LUFG, Gas send-out, cargo unloading, compulsory lending, and any in-tank transfers of title.

(b) Terminal Owner shall maintain a current inventory account for the purpose of calculating Terminal User’s Inventory (“Terminal User’s Inventory Account”). The balance of Terminal User’s Inventory Account shall be determined and accounted for in mmBtu as follows:

(i) the following quantities shall be credited to Terminal User’s Inventory Account (increasing Terminal User’s Inventory):

(A) the quantity of LNG unloaded by Terminal User at the Receipt Point (after taking into account vapour returned to LNG Vessels during the unloading of such LNG), net of the LUFG allowance in effect at the time of such unloading and net of any quantity of LNG unloaded from Terminal User’s LNG Vessel that is repaid to an Other Customer as a repayment under the terms of the Terminal & Inter-Customer Agreement;

(B) any quantity of LNG unloaded by an Other Customer and repaid to Terminal User under the terms of the Terminal & Inter-Customer Agreement;

(C) the quantity of LNG transferred or assigned to Terminal User by any Other Customer in accordance with clause 13.4(a)(ii);

(D) any credit relating to excess LUFG allowances pursuant to clause 13.5(d); and

(E) any credit relating to excess Fuel allowances pursuant to clause 13.6(d).
(ii) the following quantities shall be debited from Terminal User’s Inventory Account (decreasing Terminal User’s Inventory):

(A) the quantity of Regasified LNG redelivered to or for the account of Terminal User by Terminal Owner at the Delivery Point excluding quantities of Regasified LNG delivered to or for the account of Terminal User that have been derived from borrowed LNG;

(B) Terminal User’s daily allocation of Fuel (as calculated under clause 13.6(c);

(C) any debit relating to insufficient LUFG allowances pursuant to clause 13.6(d);

(D) any debit relating to insufficient fuel allowances pursuant to clause 13.6(d);

(E) the quantity of Regasified LNG which Terminal Owner disposes of for the account of Terminal User pursuant to clause 13.11 or flares as a result of Terminal User’s failure to have taken the MinGRR;

(F) the quantity of LNG transferred or assigned to any Other Customer by Terminal User in accordance with clause 13.4(a)(i); and

(G) any quantity of LNG that has been the subject of compulsory lending by Terminal User pursuant to the terms of the Terminal & Inter-Customer Agreement.

13.3 Maximum LNG Inventory

(a) Except as provided in clause 13.3(c), on any day Terminal User’s Inventory shall not exceed its maximum LNG inventory (“MLI”), which shall be measured in cubic metres and, except as otherwise provided in this Agreement, shall be determined as follows:

\[ MLI = A + B \]

where:

“A” means nine (9) percent of the sum of Terminal User’s Programmed Daily Quantities for the next thirty (30) days, converted from mmBtu into cubic metres. For purposes of such conversion, the lesser of: (i) nine (9) percent of the sum of the Terminal User’s Programmed Daily Quantities for the next thirty (30) days; or (ii) Terminal User’s Inventory, shall be converted using the molecular composition, Gross Heating Value and density of all of the LNG stored at the LNG Terminal at the time of the determination of MLI. The excess, if any, of nine (9) percent of the sum of Terminal
User’s Programmed Daily Quantities for the next thirty (30) days over Terminal User’s Inventory shall be converted using the expected molecular composition, Gross Heating Value and density of the next Cargo scheduled to be unloaded for Terminal User’s account; and

“B” means a one hundred and seventy-two thousand (172,000) cubic metres gross capacity LNG Vessel.

(b) On a day when an LNG Vessel having a gross LNG cargo capacity in excess of one hundred and seventy-two thousand (172,000) cubic metres has been permitted to unload for Terminal User’s account, Terminal User’s MLI shall be increased by an amount equal to the excess of the amount of LNG (in cubic metres) unloaded from such vessel over one hundred and seventy-two thousand (172,000) cubic metres; provided, however, that Terminal User’s MLI shall revert to the amount existing prior to such adjustment prior to the arrival of the next scheduled LNG Vessel.

(c) Terminal Owner shall ensure in all TUAs with other Throughput Customers that each other Throughput Customer shall take all actions necessary to ensure that its MLI is not exceeded, including re-scheduling of LNG Cargoes voluntary borrowing and lending arrangements with Terminal User and Other Customers under the Terminal & Inter-Customer Agreement, and accelerated send-out of Other Customer’s Inventory from the LNG Terminal; provided, however, that, if LNG storage tank capacity is available at the LNG Terminal, Terminal User and any Other Customer shall be permitted, at such Person’s sole risk and expense, to exceed its MLI on an interruptible basis provided that doing so would not have a material adverse effect on any Other Customer or cause Excess Stock, and such Person shall indemnify and hold Terminal Owner harmless from and against any Liabilities resulting from such exceedance. Neither Terminal User nor any Other Customer shall be entitled to schedule Cargoes into the ADP in reliance upon its ability to exceed its respective MLI.

(d) In the event there is more than one customer of Terminal Owner at the LNG Terminal, the sum of all such customers’ MLIs may, at Terminal Owner’s discretion, exceed the sum of the net working capacity of all LNG storage tanks then in service at the LNG Terminal; provided, however, that the MLI of any Throughput Customer other than Terminal User shall not exceed the sum of one hundred and seventy-two thousand (172,000) cubic metre vessel and the equivalent, in cubic metres (utilizing the conversion methodology used in clause 13.3(a)) of nine (9) percent of the aggregate of such Customer’s Programmed Daily Quantities for the next thirty (30) days, subject to temporary increases in connection with the use of LNG Vessels having an Expected Receipt Quantity in excess of one hundred and seventy-two thousand (172,000) cubic metres.
(e) Terminal User’s MLI shall be increased by the portion of Terminal User’s Inventory that, according to the B&L Schedule, is projected to be lent to Other Customers, such portion determined as the portion of Terminal User’s Inventory that would still be projected to be lent if each Borrower Customer’s Borrowing Trigger were based on zero (0) percent of such Borrower Customer’s Programmed Daily Gas Quantities over the following thirty (30) days.

13.4 Assignment of Terminal User’s Inventory

(a) Subject to giving Terminal Owner prior written notice, Terminal User may:

(i) transfer or assign to any Other Customer all or any portion of the LNG being held in storage at the LNG Terminal as part of Terminal User’s Inventory; or

(ii) take an assignment from any Other Customer of all or a portion of the LNG being held in storage at the LNG Terminal for the account of such Other Customer;

provided, however, that:

(A) the transferor provides notification, and the transferee provides confirmation, in both cases to Terminal Owner, of the effective date of such transfer and total quantity (in mmBtu) of inventory so transferred, with such notification and confirmation to be given utilising the means of notification applicable to nominations for Gas deliveries pursuant to clause 13.8(b);

(B) provided that the notification and confirmation required in clause 13.4(a)(ii)(A) are provided by the applicable deadline for nominations of Gas deliveries pursuant to clause 13.8(b), such transfer shall be made effective as of the beginning of the Balancing Period specified in the transferor’s notice; and

(C) no such assignment shall be permitted to the extent that it would result in the transferee exceeding its MLI.

(b) Upon receiving such notification, Terminal Owner shall adjust the respective inventory accounts of Terminal User and such Other Customer in accordance with clause 13.2.

13.5 Allocation of Losses

(a) For the purposes of this Agreement, “LUFG” means:

(i) quantities of Regasified LNG which Terminal Owner is required to flare in the course of its operation of the LNG Terminal, exclusive of
quantities that were flared due to the failure of any Customer to take minimum daily quantities; and

(ii) other quantities of Regasified LNG or LNG lost or unaccounted for in the LNG Terminal, including as a result of measurement error,

to the extent such flaring, loss, or failure to account for gas and LNG is consistent with the operation of the LNG Terminal in the manner of a Reasonable and Prudent Operator that was bearing the cost of such lost and unaccounted for gas.

(b) Terminal Owner shall be entitled without charge or liability to retain all LUFG quantities, and accordingly each of Terminal User’s Inventory and Other Customers’ inventories shall be reduced in respect of LUFG as provided in clauses 13.5(c) and 13.5(d).

(c) Terminal Owner shall, from time-to-time, notify Terminal User of the quantity of LUFG that will apply to quantities of LNG unloaded, which shall represent Terminal Owner’s good faith estimate of the quantity of LUFG incurred within the LNG Terminal. Upon the unloading of a Cargo Terminal User’s Inventory Account shall be credited with the amount of LNG offloaded, net of anticipated LUFG at the quantity most recently specified by Terminal Owner.

(d) No later than ten (10) days following the conclusion of each Quarter, Terminal Owner shall compute Terminal User’s pro rata share of actual LUFG within the LNG terminal during such quarter which shall be based on the ratio of LNG offloaded during such quarter for Terminal User’s account to the total quantity of LNG offloaded during the quarter at the LNG Terminal. An adjustment, either credit or debit, shall be made to Terminal User’s Inventory Account based on the quantity of LUFG previously retained during the Quarter as compared to Terminal User’s pro rata share of actual LUFG for the Quarter.

(e) Any quantities of Gas flared as a result of Terminal User’s failure to have taken the MinGRR on any Gas Day shall be debited from Terminal User’s Inventory Account. Terminal User shall have no responsibility for quantities of Gas flared due to Other Customers’ failure to have taken Gas.

13.6 Allocation of Fuel

(a) Terminal Owner shall, each Gas Day, notify Terminal User of a factor (the “Daily Fuel Factor”) that will apply to the following Gas Day and each successive Gas Day until a revised Daily Fuel Factor is notified.

(b) The Daily Fuel Factor to be notified by Terminal Owner shall be Terminal Owner’s good faith estimate of the quantity of Fuel that will be consumed by the LNG Terminal for each mmBtu of Regasified LNG to be made available for delivery during the following Gas Day.
(c) Terminal User’s Inventory Account shall be debited on each Gas Day during the Contract Year by the product of:

(i) the Daily Fuel Factor applicable to such Gas Day; and

(ii) the amount of Regasified LNG delivered at the Delivery Point for the account of Terminal User on such Gas Day.

(d) No later than ten (10) days after the expiration of each Contract Month, Terminal Owner shall prepare and deliver to Terminal User a statement setting forth Terminal User’s pro rata share of the actual aggregate amount of Fuel consumed at the LNG Terminal during such Contract Month, which shall be calculated by multiplying:

(i) the aggregate amount of Regasified LNG delivered at the Delivery Point for the account of Terminal User during such Contract Month, divided by the aggregate amount of Regasified LNG made available for delivery at all points by the LNG Terminal during such Contract Month; and

(ii) the actual aggregate amount of Fuel consumed at the LNG Terminal during such Contract Month.

(e) No later than ten (10) days after the end of each month an adjustment, either credit or debit, shall be made to Terminal User’s Inventory Account based on the quantity of Fuel previously charged to Terminal User’s Inventory Account as compared to Terminal User’s pro rata share of actual Fuel for the month.

13.7 Forecasts

At least ninety (90) days prior to each month, Terminal User shall provide a non-binding, good-faith forecast of its estimated total daily requirements of send-out Gas in respect of each Gas Day of such month. Such estimates will be based on the best information available to Terminal User at the time such estimate is made, but will not be binding on Terminal User nor will they create any obligations on or Liabilities of Terminal Owner.

13.8 Nomination and Scheduling of Regasified LNG Deliveries

(a) At least fifty-seven (57) days prior to each month (the “Nomination Month”), Terminal User shall provide a nomination (the “Programmed Daily Quantity”) to Terminal Owner for each Gas Day of the Nomination Month equal to the aggregate of its Gas Receivers’ programmed daily quantity nominations for each Gas Day of that Nomination Month under the Gas Sales Agreements or LNG Handling Agreements (as applicable) of each of such Gas Receiver. The sum of such Programmed Daily Quantities shall be Terminal User’s “NMQ”. In the event any Customer fails to provide such nominations its Programmed Daily Quantity shall be deemed to be ten-elevenths (10/11) of MaxGRR. As promptly as reasonably practicable upon receipt, Terminal
Owner shall transmit notice of the aggregate total of all Customers’ nominated programmed daily quantities or deemed programmed daily gas quantities comprising their NMQs to Terminal User and all other Customers.

(b) By 1300 hours on each Day starting with the Day before the Services Effective Date Terminal User shall nominate for delivery on the following Day a quantity of Regasified LNG at each Delivery Point aggregating on each Gas Day to a quantity no less than the MinGRR. Each nomination shall state, separately for each Gas Receiver and separately for each Delivery Point, the quantity of Gas in mmBtu to be delivered during each Balancing Period within the Day for which a nomination is being submitted.

(c) No later than two hours prior to the commencement of each Balancing Period Terminal User may revise its nomination applicable to such Balancing Period.

(d) For each Gas Day, and subsequently with respect to each revision of Customers’ nominations for each Balancing Period, Terminal Owner shall allocate the Total Vaporisation Capacity as follows:

(i) Terminal Owner shall allocate to Terminal User and all other Throughput Customers an amount of vaporisation capacity equal to the lesser of each such Customer’s nomination or its MaxGRR (or similar maximum daily contractual entitlement to receive Gas on a firm basis at the Delivery Point);

(ii) Any portion of Total Vaporisation Capacity not allocated pursuant to clause 13.8(d)(i) shall be allocated among all Storage & Send-out Customers based on the lesser of each such Customer’s nomination or its MaxGRR (or similar maximum daily contractual entitlement to receive Gas on a firm basis at the Delivery Point);

(iii) Any portion of Total Vaporisation Capacity not allocated pursuant to clauses 13.8(d)(i) and 13.8(d)(ii) shall be made available to all Throughput Customers as “Excess Regasification Service” and such Excess Regasification Service shall be allocated as follows:

(A) First, to each Customer in an amount not to exceed the lesser of (a) the quantity of Excess Regasification Service nominated by such Customer, and (b) the product of (x) the quantity of Excess Regasification Service and (y) a fraction, the numerator of which is such Customer’s MaxGRR and the denominator of which is the aggregate MaxGRRs of all Customers;

(B) Second, if any portion of the Total Vaporisation Capacity remains available following the procedure set forth in clause 13.8(d)(iii)(A), then to each Customer with unfulfilled nominations for Excess Regasification Service in an amount not to
exceed the lesser of (a) the quantity of Excess Regasification Service nominated by such Customer and not received under the prior allocation pursuant to clause 13.8(d)(iii)(A), and (b) the product of (x) the excess quantity of Excess Regasification Service remaining available and (y) a fraction, the numerator of which is the Customer’s MaxGRR, and the denominator of which is the aggregate MaxGRRs of all Customers with unfulfilled nominations for such Excess Regasification Service; and

(C) Third, if any portion of the Total Vaporisation Capacity remains available, then by repeating the allocation in clause 13.8(d)(iii)(B) until the entire quantity of Excess Regasification Service has been allocated or all nominations for such Excess Regasification Service have been filled.

(iv) Upon the receipt of a nomination for Gas delivery during any nomination cycle after the day-ahead nomination cycle, Terminal Owner shall allocate the Total Vaporisation Capacity, in the same manner as provided in clause 13.8(d)(iii). Any nomination of Excess Regasification Service that was confirmed for a Balancing Period may be interrupted effective upon the immediately subsequent Balancing Period as necessary to make available for delivery any Customer’s daily firm contractual entitlement to receive Gas.

(v) Following the submission of nominations for any Day, and the subsequent submission of revised nominations for any Balancing Period, Terminal Owner shall notify each Customer of the amount of any nomination accepted by Terminal Owner including the amount of any nominated Excess Regasification Service to be provided. In the event that any such notification accepts some, but not all, of a Customer’s nomination of Excess Regasification Service, Customer shall notify Terminal Owner of the portion, if any, of such partially-accepted Excess Regasification Service nomination that Customer will receive. The precise content, form and timing of the notifications and confirmations provided for in this clause 13.8(d)(v) shall be specified in the Operating Procedures to be developed pursuant to clause 13.8(g).

(vi) In the event of a reduction in Total Vaporisation Capacity during any Balancing Period with respect to which Excess Regasification Service has been scheduled, Terminal Owner shall discontinue Excess Regasification Service prior to allocating any remaining Total Vaporisation Capacity pursuant to clauses 18.9(a) or 19.3, as applicable.

(e) Terminal Owner shall not be required to schedule for delivery or make available for delivery any quantity of Regasified LNG that is excess of the balance in Terminal User’s Inventory Account except to the extent that Terminal User is
entitled under the terms of the Terminal & Inter-Customer Agreement to borrow a quantity of LNG (in mmBtu) corresponding to such excess from the inventory of an Other Customer.

(f) If Terminal User’s daily nomination or any subsequent intraday revision provides for an increase in deliveries from one Balancing Period to the next, and the aggregate nominations of Terminal User and all Other Customers reflect a change in the total hourly rate of delivery from the LNG Terminal of more than [●] mmBtu per hour, Terminal Owner may limit the total increase in nominated quantities to [●] mmBtu provided that Terminal Owner allocates the Total Vaporization Capacity in accordance with clause 13.8(d).

(g) The format of monthly send out nominations, daily nominations and all other notices referred to in clause 13.8, and the precise method of communication of such notices, shall be governed by a common set of procedures (the “Operating Procedures”) developed by Terminal Owner and approved by EMA, and which procedures are designed to facilitate the implementation of all TUAs and all agreements with Gas Receivers and the Terminal & Inter-Customer Agreement. If Terminal Owner intends to amend the Operating Procedures, Terminal Owner shall provide Terminal User with a preliminary draft of the amendment to the Operating Procedures, as such amendment has been approved by EMA in writing. If Terminal User desires to consult with Terminal Owner regarding the contents of the proposed amendment to the Operating Procedures, Terminal User shall, no later than thirty (30) days after delivery of the proposed amendment to the Operating Procedures, request to meet with Terminal Owner by providing notice thereof to Terminal Owner, and Terminal Owner shall, no later than ten (10) days after receipt of such notice, meet with Terminal User to discuss the proposed amendment to the Operating Procedures. If at a meeting between Terminal User and Terminal Owner the Parties agree upon revisions to the proposed draft, then such revised draft shall constitute the amendment to the Operating Procedures. If the Parties are unable to agree upon revisions to the proposed draft within a reasonable period, then the matters on which the Parties have been unable to reach agreement shall be deemed to be a Dispute and shall be subject to arbitration pursuant to the provisions of clause 25. Terminal Owner shall deliver to all Customers a copy of any amendment to the Operating Procedures promptly after it has been finalised and approved in writing by EMA. The Parties shall comply with the Operating Procedures (as such procedures may have been amended in accordance with this clause 13.8(g)) in all material respects. In the event of any conflict between the provisions of the Operating Procedures and this Agreement, the provisions of this Agreement shall prevail.

13.9 Delivery of Regasified LNG

During each Gas Day of a Contract Year, Terminal Owner shall be required to make available for delivery at the Delivery Point, for the account of Terminal User, the quantity
of Regasified LNG properly nominated by Terminal User and scheduled by Terminal Owner for such Gas Day in accordance with clause 13.8. Terminal Owner shall confirm with each Gas Receiver’s Transporter that such Gas Receiver has timely and properly scheduled Gas transportation service in a corresponding quantity for the applicable Balancing Period. To the extent that such confirmation is not forthcoming or is not timely received, Terminal Owner shall have no obligation to schedule or make available the applicable nominated quantity of Gas for delivery at the Delivery Point for any Balancing Period until such time as Terminal Owner is able to obtain such confirmation prior to the commencement of the applicable Balancing Period.

13.10 Hourly Delivery of Regasified LNG

Terminal Owner shall not be required to schedule or make Regasified LNG available for delivery during any Balancing Period at an hourly rate in excess of one twenty-fourth (1/24th) of the MaxGRR plus the result of dividing the quantity of Excess Regasification Service scheduled to be made available for delivery during such Balancing Period by the number of hours in such Balancing Period. In the event that Terminal User’s daily nomination is less than the MaxGRR, Terminal Owner shall not be required to schedule or make Gas available for delivery for any Balancing Period at an hourly rate in excess of the result of dividing the quantity of Gas scheduled for delivery in such Balancing Period divided by the number of hours in such Balancing Period; provided, however, that if Terminal User’s daily nomination is revised on an intra-day basis in accordance with clause 13.8(c), Terminal Owner shall schedule and make available for delivery the quantity of Gas to be delivered for any Balancing Period during the remainder of the Gas Day at an hourly rate equal to the result of dividing such quantity by the number of hours remaining in the Gas Day. Terminal Owner may allow variations from the hourly delivery requirement when it can do so, in its reasonable judgment, without adverse effect on the Services or the operations at the LNG Terminal, or on any Other Customers’ capability to receive their respective nominated and scheduled daily delivery quantities of Regasified LNG.

13.11 Failure to Take Delivery of Regasified LNG at Delivery Point

(a) Terminal Owner shall notify Terminal User of the MinGRR with respect to a Day by 1100 hours on the prior Day. Provided that Terminal Owner shall have provided Terminal User the required notice of the MinGRR to the extent Terminal User fails during any Balancing Period to take Gas at a rate which would be sufficient to meet its MinGRR, Terminal Owner shall have the right to sell Gas from Terminal User’s Inventory as agent for Terminal User, Terminal Owner shall account to Terminal User for any net proceeds (less transportation costs and third-party charges) received from such sale, minus (i) an administration fee payable to Terminal Owner of the greater of three (3) percent of the net proceeds or US$[●] per mmBtu; and (ii) any Terminal User indemnity amount provided below; provided, however, that if the amount of the credit due to Terminal User exceeds the amount due to Terminal Owner under the next monthly invoice, then Terminal Owner shall pay any such excess amount to
Terminal User within ten (10) Business Days after delivery of such monthly invoice.

(b) If on any Gas Day the aggregate quantity of Gas taken by Terminal User on each Gas Day of the month up to such date, plus the quantity of Gas scheduled to be made available for delivery on such Gas Day, plus the sum of the Programmed Daily Quantities for the remaining Gas Days in the month, is less than ninety-five (95) percent of the NMQ, Terminal Owner shall have the right (from time-to-time) to sell (or otherwise dispose of) the difference between Terminal User’s daily nominated quantity and the MaxGRR, such sale or disposal to be on terms that are reasonably acceptable to Terminal Owner acting as a Reasonable and Prudent Operator. Terminal Owner shall account to Terminal User for any net proceeds (less transportation costs and third-party charges) received from such forced send-out, minus (A) an administration fee payable to Terminal Owner of the greater of [●] percent of the net proceeds or US$ [●] per mmBtu; and (B) any Terminal User indemnity amount provided below; provided, however, that if the amount of the credit due to Terminal User exceeds the amount due to Terminal Owner under the next monthly invoice, then Terminal Owner agrees to pay any such excess amount to Terminal User within ten (10) Business Days after delivery of such monthly invoice; and

(c) If on any Gas Day the aggregate quantity of gas taken by Terminal User on each Gas Day of the month up to such date, plus the quantity of Gas scheduled to be made available for delivery on such Gas Day, plus the sum of the Programmed Daily Quantities for the remaining Gas Days in the month is less than ninety-five (95) percent of the NMQ, and Terminal Owner reasonably determines that Terminal User is reasonably anticipated to fail to take ninety-five (95) percent of the NMQ by the end of the month, and such failure is reasonably anticipated to cause Adverse Operations during the period of the Firm Forward Schedule, Terminal Owner may, provided that it has first exercised reasonable efforts to utilise the authority provided under clause 13.11(b), elect to cancel or delay unloading of one or more Cargoes. If the affected Cargo would have been delivered for Terminal User’s account, Terminal Owner shall have no liability for demurrage, excess Boil-Off Gas, cancellation charges or otherwise as a result of such cancellation or delay. If the affected Cargo would have been delivered for the account of an Other Customer, then Terminal User shall indemnify Terminal Owner for liability to such Other Customer including liability for demurrage, excess Approved LNG Vessel Boil-Off Gas, cancellation charges, and liability to Gas Receivers for failure to deliver (or make available for delivery) any quantity of Gas. In the event a Cargo delay or cancellation is caused by the failure of Terminal User and one or more Other Customers to take Programmed Daily Quantities, Terminal User shall indemnify Terminal Owner, or bear the cost of demurrage, excess LNG Vessel Boil-Off Gas and cancellation charges, all in proportion to Terminal User’s relative failure to take Programmed Daily Quantities. The provisions of this clause 13.11(c) relating to the cancelling of one or more Cargoes shall be in
addition to, and not in substitution or modification of, the provisions of clause 7.6(c).

(d) Terminal User shall indemnify and hold harmless Terminal Owner, Terminal Owner’s Affiliates, and their respective directors, officers, members, consultants, agents and employees, from all Liabilities arising out of, incident to or resulting from Terminal User’s failure to accept redelivery of the MinGRR or Programmed Daily Quantities (as applicable), and/or Terminal Owner’s forced send-out of Terminal User’s Inventory and against liability to Gas Receivers or Other Customers due to Terminal User’s failure to take Gas at its MinGRR or Programmed Daily Quantities (as applicable), provided that, Terminal Owner shall exercise reasonable efforts to mitigate such Liabilities. Terminal Owner shall indemnify and hold harmless Terminal User from all Liabilities arising out of, incident to, or resulting from the failure of any Other Customer to accept redelivery of its MinGRR or Programmed Daily Quantities (as applicable), provided that, Terminal User shall exercise reasonable efforts to mitigate such Liabilities.

13.12 Responsibility for Odorisation

Terminal Owner will make available for delivery Regasified LNG at the Delivery Point in an odorised state by way of the addition of an odorising agent, unless Terminal Owner shall not be required to do so by a Governmental Authority. In the event that Terminal Owner is not required to add an odorising agent to Regasified LNG by a Governmental Authority, Terminal Owner does not assume any responsibility for Liabilities by reason of the fact that it has not odorised Terminal User’s Inventory prior to its being made available for delivery to Terminal User.

13.13 Responsibility: Downstream Arrangements

(a) Terminal User shall arrange (or cause its Gas Receivers to arrange) for the transportation by Transporter of Regasified LNG by a Downstream Pipeline in order to meet Terminal User’s obligations to take redelivery of Regasified LNG in accordance with the provisions of clause 2 at the rates nominated pursuant to clause 13.

(b) Terminal User shall be responsible for:

(i) making all necessary arrangements (or cause its Gas Receivers to make all necessary arrangements) with Transporter at or downstream of the Delivery Point to enable Terminal Owner to make available for delivery Regasified LNG to a Downstream Pipeline on a timely basis pursuant to the terms and conditions of this Agreement;

(ii) ensuring that all such arrangements are consistent with the terms and conditions of this Agreement; and
(iii) requiring all relevant third-parties to confirm to Terminal Owner nominations for transportation service to Gas Receivers corresponding to all of Terminal User’s nominations and scheduling of deliveries of Regasified LNG, such confirmation to be in accordance with the Gas Network Code.

(c) Terminal Owner shall be responsible for:

(i) subject to Terminal User’s Gas Receivers making any necessary requests upon the owner or operator of the applicable Downstream Pipeline, entering into a System Entry Agreement, and permitting the establishment of a physical interconnection with, each Downstream Pipeline, as well as the entry into any other agreements required under the terms of the Gas Network Code; and

(ii) receiving from and communicating to each Downstream Pipeline confirmation of Gas nominations pertaining to specific Gas Receivers identified in Terminal User’s nominations to Terminal Owner pursuant to clause 13, all in accordance with the applicable System Entry Agreement or any other agreement required under the term of the Gas Network Code.

(d) Any third-Person arrangements under clause 13.13(b)(iii) shall be timely communicated to, and coordinated with, Terminal Owner, and Terminal Owner shall have no liability whatsoever for any failure of any such third-Person to provide downstream arrangements.

(e) The rules, guidelines, and policies of the Downstream Pipeline transporting any Regasified LNG for or from Terminal User at the Delivery Point (as may be changed from time-to-time by EMA or the operator of such Downstream Pipeline) shall govern, among other things, the manner in which Terminal User’s Inventory is transported from the Delivery Point. The receipt and delivery on the Downstream Pipeline’s facilities of Regasified LNG shall be subject to the operational procedures of such Downstream Pipeline.

13.14 Terminal User’s Responsibility: Limitation

Terminal User shall ensure that the nomination and acceptance of Regasified LNG, and its Regasified LNG transportation and sales arrangements, are in compliance with all applicable Laws and regulations, including the Gas Act, and all applicable operating and safety rules and procedures of Terminal Owner and Transporter.

13.15 Imbalance Charges

In the event Transporter or another Governmental Authority imposes scheduling fees, imbalance charges, cash out costs or similar costs, fees or damages for imbalances associated with the redelivery and transportation of Terminal User’s
Regasified LNG ("Imbalance Charges"), Terminal Owner shall indemnify and hold harmless Terminal User from all Claims and Liabilities arising out of, incident to, or resulting from, any Imbalance Charge directly resulting from any Terminal Owner acts or omissions (excluding acts at the direction of Terminal User); and Terminal User shall indemnify and hold harmless Terminal Owner from all Claims and Liabilities arising out of, incident to, or resulting from, any Imbalance Charge directly resulting from Terminal User’s or its Gas Receivers’ acts or omissions. To the extent that any Imbalance Charge resulted from the acts or omissions of a Gas Receiver such Imbalance Charge shall be treated at a Gas Receiver Obligation in accordance with clause 2.2.

13.16 Gas Quality Specifications and Measurement of Gas at the Delivery Point

(a) Regasified LNG made available for delivery to Customer at the Delivery Point shall be measured and tested in accordance with Schedule 2. To the extent that Terminal User has delivered LNG that meets the LNG Specification, Regasified LNG made available for delivery by Terminal Owner at the Delivery Point for Terminal User’s account shall conform to the following specifications:

(i) Gas Quality Specification

Regasified LNG, when made available for delivery by Terminal Owner to Terminal User, shall conform to the Gas Quality Specification.

(ii) Regasified LNG Delivery Pressure and Temperature

Terminal User’s Inventory shall be made available for delivery at the Delivery Point at a delivery pressure and temperature in compliance with the System Entry Agreement between Terminal Owner and the owner of the relevant Downstream Pipeline.

(b) Terminal Owner shall provide in advance relevant information to Terminal User regarding the anticipated quality of the Regasified LNG to be delivered pursuant to this Agreement including notification of Regasified LNG which is likely to not meet the Gas Quality Specifications.

13.17 Right to Reject Nonconforming Gas

(a) Terminal Owner shall use its reasonable endeavours to provide as soon as reasonably practicable in advance relevant information to Terminal User regarding the quality, or any material change in the quality, of the Gas to be made available for delivery by Terminal Owner to Terminal User pursuant to this Agreement.

(b) In addition to, but not in limitation of, the provisions of clause 13.17(a), if Terminal Owner is aware that all or any part of the quantity of Gas which will be made available for delivery or has been delivered by Terminal Owner is
Nonconforming Gas, Terminal Owner shall give notice to Terminal User as soon as reasonably practicable in advance of any anticipated failure of Gas to conform to the Gas Quality Specifications or following the date of any such failure to conform to the Gas Quality Specifications; provided, however, that if the reason for any Nonconforming Gas is the delivery by Terminal User of Off-Specification LNG, any failure by Terminal Owner to provide the notice described in this clause 13.17(b) shall not constitute a breach of this Agreement. Any notice provided under this clause 13.17(b) shall detail such relevant failure (or such anticipated failure), the manner in, and extent to, which the Nonconforming Gas does not (or is likely not to) conform with the Gas Quality Specifications, the reasons for such failure (or such anticipated failure) to conform (if then known) and Terminal Owner’s bona fide estimate of the likely duration of such failure (or such anticipated failure).

(c) Terminal Owner shall use its reasonable endeavours to carry out Gas treatments (to the extent then available), including the injection of nitrogen and blending of LNG Cargoes to cause such Nonconforming Gas to comply with the Gas Quality Specifications. Any cost of such gas treatments shall be to the sole account of Terminal Owner, except to the extent that the failure of such Gas to meet the Gas Quality Specifications is attributable to the receipt by Terminal Owner from Terminal User of Off-Specification LNG, in which case the cost of such gas treatments (including the cost of treating Gas of Other Customers that has been contaminated by Terminal User’s Off-Specification LNG) or the flaring of any untreatable Gas shall be for the sole account of Terminal User.

(d) If a notice is issued pursuant to clause 13.17(b) prior to the delivery of Nonconforming Gas then Terminal User shall notify Terminal Owner as soon as reasonably practicable of its ability to accept, or continue to accept, such Gas, notwithstanding that it is Nonconforming Gas. Terminal User shall use its reasonable endeavours to cause the affected Gas Receivers to accept any Nonconforming Gas.

(e) If Terminal User agrees to accept delivery of Nonconforming Gas in accordance with clause 13.17(d), then Terminal Owner shall reimburse Terminal User for any amounts owed to Gas Receivers under the terms of their Gas Sales Agreements or LNG Handling Agreements, as applicable, as a result of taking delivery or use of the Nonconforming Gas, except to the extent that the failure of such Gas to meet the Gas Quality Specifications is attributable to the receipt by Terminal Owner from Terminal User of Off-Specification LNG, in which case Terminal User shall solely bear, and shall indemnify Terminal Owner from and against, any and all Claims by and Liabilities to the affected Gas Receivers.

(f) If Nonconforming Gas is delivered to Terminal User without Terminal User being made aware that the Gas is Nonconforming Gas, or the extent to which such Gas is Nonconforming Gas, or without Terminal User being notified in accordance with clause 13.17(b) and without Terminal User having a reasonable
period of time to determine whether it would be adversely affected by receiving such Nonconforming Gas, then, only to the extent that the failure of such Gas to meet the Gas Quality Specifications is attributable to the acts or omissions of Terminal Owner and not attributable to the receipt by Terminal Owner from Terminal User of Off-Specification LNG for the account of Terminal User, Terminal Owner shall indemnify Terminal User in respect of all losses, damages, costs and expenses incurred by Terminal User as a consequence of the taking delivery or use of such Nonconforming Gas, including damage to Gas Receivers’ facilities or any Downstream Pipeline or liabilities to other Persons resulting from such Nonconforming Gas having failed to meet the Gas Quality Specifications at the Delivery Points, subject to Terminal User using reasonable endeavours to minimise or eliminate such losses, damages, costs and expenses.

(g) If Terminal User takes delivery of any quantity of Nonconforming Gas, whether knowingly or unknowingly, under circumstances where Terminal Owner is liable to Terminal User, Terminal User’s right to seek any payments from Terminal Owner under this clause 13.17 shall be Terminal User’s sole and exclusive remedy (in tort, including negligence, and contract) against Terminal Owner for Terminal Owner’s failure to comply with its obligations. Nothing in this clause 13.17(g) is intended to limit or modify any liability of any Other Customer to Terminal User pursuant to the terms of the Terminal & Inter-Customer Agreement.

(h) If Terminal User, notwithstanding its use of reasonable endeavours to cause its Gas Receivers to receive Nonconforming Gas, is unable to cause its Gas Receivers to accept delivery of such Nonconforming Gas, Terminal User may refuse to take delivery of Nonconforming Gas whereupon Terminal Owner shall be deemed to have failed to supply such Gas; provided, however, that such failure shall be deemed attributable to Terminal User to the extent such Nonconforming Gas resulted from LNG that failed to conform to the LNG Specification, and Terminal User shall solely bear, and indemnify Terminal Owner from and against, any and all costs and expenses of disposing of such Nonconforming Gas.

(i) If Terminal User confirms in writing that it is willing to accept delivery of Nonconforming Gas then Terminal Owner shall be obligated to deliver such Nonconforming Gas to Terminal User and as long as Terminal Owner has met its obligations under clause 13.17(e), Terminal Owner shall not be, or be deemed to be, in breach of its obligations under this Agreement by virtue of its delivery of Nonconforming Gas.

(j) At the request of either Party, any Dispute between the Parties as to whether Gas made available for delivery by Terminal Owner at the Delivery Point is Nonconforming Gas shall be deemed to be a Technical Dispute as that term is defined under the Arbitration Agreement and shall be subject to resolution pursuant to the provisions of clause 25.
14. **INVOICING & PAYMENT**

14.1 **Monthly Invoices**

Between the first day of each Contract Month and the third day of each Contract Month, commencing with the Contract Month in which the Services Effective Date occurred, Terminal Owner shall deliver to Terminal User an invoice setting forth the following:

(a) the Terminalling Charges in Singapore Dollars; and

(b) all data, disaggregated on an individual Gas Receiver basis, necessary for Terminal User to render the invoices provided for under the Gas Sales Agreements and LNG Handling Agreements.

14.2 **Other Invoices**

(a) If any other moneys are due from one Party to the other under this Agreement and if provision for the invoicing of that amount due is not made elsewhere in this clause 14, then the Party to whom such moneys are due shall furnish an invoice in respect of such moneys to the other Party, along with pertinent information showing the basis for the calculation thereof.

(b) Within ten (10) Business Days of the end of each Contract Year Terminal Owner shall provide a statement which shall show for the preceding Contract Year.

(i) the total quantity of Regasified LNG delivered for the account of each Gas Receiver on each Day during such Contract Year, and

(ii) the quantity of Regasified LNG sold or otherwise disposed of by Terminal Owner pursuant to clauses 13.11 (a) or 13.11(b), along with the associated proceeds, for each Balancing Period for each Day during which Terminal Owner invoked clauses 13.11(a) or 13.11(b).

14.3 **Adjustments**

If Terminal Owner acquires information indicating the necessity of an adjustment to any invoice rendered under this Agreement, then Terminal Owner shall serve on Terminal User a written notice setting forth that information. Unless otherwise provided in this Agreement, after obtaining that information, Terminal Owner shall prepare and serve on Terminal User an adjusted invoice, showing the necessary payment, the calculation of the payment amount, and the Party from whom the payment is owing and such amount shall be due and payable in accordance with clause 14.7.

14.4 **Audit**

(a) Upon thirty (30) days written notice issued within three (3) months of the conclusion of any Contract Year, Terminal User shall have the right at Terminal
User’s sole expense, to audit the books, records and accounts of Terminal Owner that are directly relevant to the determination of any amounts payable under this Agreement for such prior Contract Year. Such audit shall be conducted at the head office of Terminal Owner, during Terminal Owner’s regular business hours and on reasonable prior notice. Terminal User shall exercise reasonable endeavours to complete such audit within the Contract Year in which Terminal User’s notice is sent to Terminal Owner.

(b) If Terminal User obtains information indicating the necessity of an adjustment to any invoice rendered hereunder, then within thirty (30) days following completion of the audit pertaining to the affected Contract Year, Terminal User shall promptly serve on Terminal Owner a detailed invoice pursuant to clause 14.2 and written notice setting forth the information and basis for such invoice. Promptly thereafter, Terminal Owner and Terminal User shall commence discussions regarding such error in order to expeditiously, and in good faith, achieve resolution thereof, and the amount of any overpayment or underpayment (plus interest as provided in clause 14.8) shall be paid by Terminal Owner or Terminal User to the other, as the case may be.

14.5 Records

(a) Terminal Owner shall keep all books and records relevant to the determination of amounts payable under this Agreement in reasonable detail and in accordance with generally accepted accounting practices in Singapore, consistently applied, and the provisions of this Agreement. Terminal Owner shall maintain such books and records for a period of three (3) years following the end of the relevant Contract Year; provided, however, that where Terminal Owner is on notice of a Dispute, Terminal Owner shall keep all such books, records and other information until such Dispute has been finally resolved.

(b) A common set of accounting procedures has been developed by Terminal Owner and approved by EMA in order to facilitate the implementation of matters described in this clause 14.5 with accounting under all agreements with Gas Receivers. The accounting procedures are designed to establish principles of accounting that accurately reflect Seller’s actual cost as well as actual levels of Retainage. In the event of any conflict between the provisions of the accounting procedures and the provisions of this Agreement, the provisions of this Agreement shall prevail.

14.6 Payment Due Date for Monthly Invoice

Each monthly invoice submitted pursuant to clause 14.1 shall become due and payable on the later of the twenty-fifth (25th) of the month or ten (10) days after delivery by Terminal Owner to Terminal User of such monthly invoice.
14.7 Due Date for Other Invoices

(a) Each invoice submitted pursuant to clause 14.2 shall become due and payable on the tenth (10th) day after the date on which it is received; provided, however, that if such payment due date is not a Business Day, the due date for such payment shall be extended to the next Business Day.

(b) For purposes of clause 14.6, a facsimile copy of an invoice shall be deemed received by a Party on the next Business Day following the day on which it was sent.

14.8 Interest

If the full amount of any invoice is not paid when due, the unpaid amount thereof shall bear interest at the Default Rate, compounded monthly, from and including the day following the due date up to and including the date when payment is made.

14.9 Payment

(a) Subject to clause 2.2 and the terms of each TUA Direct Agreement, each Party shall pay, or cause to be paid, in US dollars or Singapore dollars, depending on the currency in which such amount is properly invoiced, in immediately available funds, all amounts that become due and payable by such Party pursuant to any invoice issued hereunder, to a bank account or accounts designated by and in accordance with instructions issued by the other Party.

(b) Each payment of any amount owing hereunder shall be in the full amount due without reduction or offset for any reason (except as expressly allowed under this Agreement), including Taxes, exchange charges, or bank transfer charges. Notwithstanding the preceding sentence, the paying Party shall not be responsible for a designated bank’s disbursement of amounts remitted to such bank, and a deposit in immediately available funds of the full amount of each invoice with such bank shall constitute full discharge and satisfaction of the invoice.

(c) Unless otherwise expressly provided in this Agreement, all amounts quoted shall exclude GST. If any amount payable under this Agreement is determined to be subject to GST, valid GST invoices shall be issued by Terminal Owner which will reflect the GST payable, and the amount payable by Terminal User shall be increased by the GST payable.

14.10 Non-payment – Gas Receiver Obligations

(a) If:

(i) a Gas Receiver’s failure to pay when due an amount owing under this Agreement and the related TUA Direct Agreement;
(ii) a Gas Receiver’s failure to provide and maintain any required credit support in accordance with the terms of the TUA Direct Agreement; or

(iii) the termination of the TUA Direct Agreement due to the failure to have satisfied or waived the conditions precedent to the effectiveness of the TUA Direct Agreement by the applicable date

gives rise to a right of suspension under the relevant GSA [or LNG Handling Agreement,] then Terminal Owner shall have the right, upon giving ten (10) days written notice (such notice hereinafter referred to as the “Non-Payment Notice”) to Terminal User and the Gas Receiver, to direct Terminal User to exercise any right Terminal User has to suspend performance of its obligations to such Gas Receiver under the relevant Gas Sales Agreement [or LNG Handling Agreement (as applicable)] until such amount, with interest in accordance with clause 14.8, has been paid in full.

(b) If:

(i) a Gas Receiver’s failure to pay when due an amount owing under this Agreement and the related TUA Direct Agreement;

(ii) a Gas Receiver’s failure to provide and maintain any required credit support in accordance with the terms of the TUA Direct Agreement; or

(iii) the termination of the TUA Direct Agreement due to the failure to have satisfied or waived the conditions precedent to the effectiveness of the TUA Direct Agreement by the applicable date

gives rise to a right of termination under the relevant GSA [or LNG Handling Agreement,] then Terminal Owner shall have the right, not less than twenty (20) days from the Non-Payment Notice, to direct Terminal User to exercise any right Terminal User has to terminate the relevant Gas Sales Agreement [or LNG Handling Agreement (as applicable)] without the necessity of any further action, unless within that twenty (20) day period, Terminal Owner receives payments from or on behalf of such Gas Receiver of such amount, with interest in accordance with clause 14.8.

(c) Upon any such termination pursuant to clause 14.10(b) Terminal User shall exercise reasonable efforts to enter into a new Gas Sales Agreement [or LNG Handling Agreement (as applicable)] with a substitute Gas Receiver that utilises some or all of the service rights vacated by the termination of the Gas Sales Agreement [or LNG Handling Agreement (as applicable)] with the defaulting Gas Receiver, but in the interim, payment under this Agreement of the portion of the Terminalling Charges previously payable by the terminated Gas Receiver shall be suspended.
14.11 Non-payment – Amounts Other Than Gas Receiver Obligations

(a) For the purposes of this clause 14.11(a), “Cumulative Delinquency Amount” means, with respect to a Party, the cumulative amount, expressed in US dollars, that is owed by that Party to the other Party in respect of anything other than Gas Receiver Obligations under this Agreement and is due and payable but remains unpaid.

(b) Without prejudice to a Party’s right of offset, if a Party’s failure to pay when due an amount referenced in clause 14.11(a) causes its Cumulative Delinquency Amount to exceed [●] Dollars (US$[●]), as applicable, then the Party to which such amount is owed shall have the right, upon giving twenty (20) days’ written notice (such notice hereinafter referred to as the “Delinquency Notice”) to the owing Party, to suspend performance of its obligations under this Agreement until such amount, with interest in accordance with clause 14.8, has been paid in full.

(c) No suspension of a Party’s obligations under this clause 14.11 shall excuse the owing Party from the performance of its obligations hereunder, and if Terminal Owner suspends performance under this clause 14.11:

(i) Terminal User shall continue to be liable for Terminalling Charges pursuant to the provisions of clauses 2.2 and 6; and

(ii) Terminal Owner may offer Terminal User’s unutilised Services to any Other Customer.

(d) If any Cumulative Delinquency Amount in excess of [●] Dollars (US$[●]) has not been paid within twenty (20) days after the issuance of the Delinquency Notice, then the Party to whom such amount is owed shall have the right, upon not less than twenty (20) days’ notice to the other Party, to terminate this Agreement without the necessity of any further action, unless prior to the effective date of termination, the Party to which such amount is owed receives payments from or on behalf of the owing Party equal to the Cumulative Delinquency Amount. Any such termination shall be without prejudice to any other rights and remedies of the terminating Party arising hereunder or by law or otherwise, including the right of such Party to receive payment in respect of all obligations and claims that arose or accrued prior to such termination or by reason of such default by the owing Party.

14.12 Disputed Invoices

In the event of disagreement concerning any invoice, Terminal User or Terminal Owner (as the case may be) shall make provisional payment of the total amount thereof (subject to any applicable limitation on such Party’s Liability to the other as set forth in this Agreement) and shall immediately notify the other Party of the reasons for such disagreement, except that in the case of an obvious error in computation, Terminal User
or Terminal Owner (as the case may be) shall pay the correct amount (subject to any applicable limitation on such Party’s Liability to the other as set forth in this Agreement) disregarding such error.

14.13 Final Settlement

Within sixty (60) days after expiration of the Term, Terminal Owner and Terminal User shall determine the amount of any final reconciliation payment. After the amount of the final settlement has been determined, Terminal Owner shall send an invoice to Terminal User, or Terminal User shall send an invoice to Terminal Owner, as the case may be, in US dollars or Singapore dollars, as applicable, for amounts due under this clause 14.13, and Terminal Owner or Terminal User, as the case may be, shall pay such final invoice no later than ten (10) days after the date of receipt thereof.

15. TAXES

15.1 Terminal User Responsibility for Taxes

Notwithstanding clause 6.2, Terminal User shall be responsible for and pay, or cause to be paid, all Taxes that may be imposed or levied on Terminal User’s Regasified LNG or LNG (including on receipt or redelivery thereof) and any LNG Vessels providing service to Terminal User, and government sales tax (including GST) that may be imposed on the Services.

15.2 Terminal Owner Responsibility for Taxes

Terminal Owner shall be responsible for and pay, or cause to be paid, any Taxes that may be required by law to be remitted by Terminal Owner or that may be imposed upon the property or activities of Terminal Owner.

15.3 Income Tax

Neither Party shall be responsible for Taxes on the capital, revenue, or income derived by the other Party.

16. INSURANCE

16.1 Terminal Owner’s Insurance Obligations

Terminal Owner shall be responsible for obtaining and maintaining:

(a) insurance for the LNG Terminal to the extent required by applicable law in Singapore, including at least those insurances listed in clause 16.3; and

(b) additional insurance, as is reasonably necessary and available on reasonable commercial terms, against such other risks and at such levels as a Reasonable and Prudent Operator of a shared use LNG receiving and regasification terminal would obtain.
16.2 **Reputable Insurers**

Each of Terminal Owner and Terminal User shall obtain the insurances required under clause 16.3 from a reputable insurer (or insurers) reasonably believed by the Party purchasing such insurance to have adequate financial reserves. Each of Terminal Owner and Terminal User shall exercise commercially reasonable efforts to collect any amount due to Terminal Owner or Terminal User (as applicable) under such insurance policies. Any insurance policy required pursuant to clause 16.1 shall contain a standard waiver of subrogation endorsement. Upon request of Terminal User, each Party shall provide to the other Party satisfactory evidence that the insurance required pursuant to this clause 16 is in effect.

16.3 **Terminal Owner Insurances: Term**

Throughout the Term, Terminal Owner shall be required to obtain and maintain the following insurance coverage:

(a) Commercial General Liability Insurance / Marine Operator’s Liability Insurance;

(b) Workers’ Compensation/Employer’s Liability;

(c) All-Risk Property Insurance;

(d) Wharfingers Liability Insurance;

(e) Pollution Liability Insurance; and

(f) Loss of product insurance.

16.4 **Insurances: Construction Period**

During construction of any expansions or modifications to the LNG Terminal, Terminal Owner shall cause the contractor under the applicable EPC contract to carry insurance, including Construction All-Risk Insurance.

16.5 **Terminal User’s Insurance Obligations**

(a) Terminal User’s Insurances

Throughout the Term, Terminal User shall be required to obtain and maintain the following insurance coverage:

(i) Commercial General Liability Insurance; and

(ii) Worker’s Compensation/Employer’s Liability Insurance.

(b) LNG Vessel Insurance
Terminal User shall ensure that at least the following insurances are procured and maintained for each LNG Vessel:

(i) Hull and Machinery Insurance, placed and maintained with reputable marine underwriters; and

(ii) Protection & Indemnity Insurance ("P&I Insurance") placed and maintained as an unlimited entry, if such entry is available, with and subject to and on the basis of the rules of any of the International Group P&I Clubs experienced in providing P&I Insurance for LNG Vessels,

and in all cases, such insurance shall establish insurance coverage consistent with insurances to the standards which a ship owner operating reputable LNG Vessels, as a Reasonable and Prudent Operator, should observe in insuring LNG Vessels of similar type, size, age and trade as such LNG Vessel.

16.6 Evidence of Insurance

(a) Prior to the commencement of deliveries to the LNG Terminal and thereafter at least once each Contract Year, Terminal User shall furnish (or cause to be furnished) the following evidence of insurance to Terminal Owner in relation to each LNG Vessel: cover notes, certificates of entry, the latest rules of the particular provider, and detailed written information concerning all required insurance policies reasonably satisfactory to Terminal Owner.

(b) The receipt of such information shall not impose any obligation nor liability on Terminal Owner nor shall such receipt nor any review of such information be deemed an endorsement or recommendation of such insurance policy. Terminal Owner’s review or approval shall not relieve Terminal User of any of its obligations to indemnify or hold harmless Terminal Owner or any Other Customer (as the case may be) under this Agreement.

16.7 Port Liability Agreement

(a) Notwithstanding any other provision of this Agreement and any rights that a Vessel Operator may have under applicable law in relation to Liabilities for incidents involving an LNG Vessel occurring at the LNG Terminal, Terminal User shall cause the owner (or the Master but only if duly authorised in writing by such owner) of such LNG Vessel to execute and accede to a Port Liability Agreement in the form set forth in Schedule 4 at least fifteen (15) days prior to the Approved LNG Vessel’s arrival at the Port or the LNG Terminal.

(b) In the event that the owner (or Master as provided in clause 16.7(a)) of such a LNG Vessel fails to execute and deliver such Port Liability Agreement, Terminal User shall indemnify and hold Terminal Owner harmless from any Liabilities incurred by Terminal Owner arising from such failure, which, in the case of Liabilities of Terminal Owner to an LNG Vessel or a Vessel Operator,
include any amounts in excess of the liability limitation that would have been applicable to Terminal Owner under the form of Port Liability Agreement had it been properly executed and delivered by the Vessel Operator, up to a maximum of one hundred and fifty million dollars (US$150,000,000).

(c) The form of Port Liability Agreement applicable to vessels delivering LNG to the LNG Terminal for Terminal User’s account shall be applicable to all vessels delivering LNG to the LNG Terminal; provided, however, that Terminal Owner shall have discretion to agree with Other Customers upon any level of liability of the LNG Vessel Interests as that term is defined in the Port Liability Agreement; provided, further, that such level is at least one hundred and fifty million Dollars (US$150,000,000); and provided, further, that Terminal Owner shall have discretion to agree with Other Customers upon any limitation on the liability of Terminal Interests as that term is defined in the Port Liability Agreement.

17. LIABILITIES

17.1 Terminal Owner Failure to Receive LNG or Redeliver Regasified LNG

If Terminal Owner fails to receive a Cargo of LNG that it is otherwise required to receive under this Agreement and as a direct result thereof Terminal User fails to make available a quantity of Regasified LNG to any Gas Receiver, or if Terminal Owner fails to make available for delivery Regasified LNG that it is required to make available for delivery under this Agreement, to the extent that such failure is not attributable to the act or omission of Terminal User, Vessel Operator, Transporter or Gas Receiver, or is not attributable to an Event of Force Majeure, and is not otherwise excused by this Agreement (“Terminal Owner Breach”), Terminal Owner’s liability to Terminal User in respect of such Terminal Owner Breach shall be, in addition to any amounts due pursuant to clause 11.15, equal to Terminal User’s liability to its Gas Receivers, pursuant to and as defined in each relevant Gas Sales Agreement or LNG Handling Agreement; provided, however, that the aggregate liability of Terminal Owner to Terminal User and any Gas Receiver(s) (under its or their TUA Direct Agreement(s)) in respect of any Terminal Owner Breach involving a single occurrence or series of occurrences having the same origin shall be limited to an amount equal to ten million Dollars (US$10,000,000) per year, subject to an aggregate limit of liability of Terminal Owner to Terminal User and any Gas Receiver(s) (under its or their TUA Direct Agreement(s)) during the Term equal to thirty million Dollars (US$30,000,000), except for liabilities arising out of the Wilful Misconduct of Terminal Owner’s senior management or Terminal Owner’s intentional breach of this Agreement, for which there shall be no such limitation.

17.2 Consequential Loss or Damage

Except as expressly provided in this Agreement, neither Party shall be liable to the other Party under this Agreement for or in respect of:
107

(a) any actual or anticipated (i) loss of income or profits, (ii) loss of revenue, (iii) loss of use, (iv) loss of production, (v) loss of contract, (vi) loss of goodwill, (vii) increased cost of working or (viii) loss of business opportunity;

(b) any claim, demand or action made or brought against that other Party by a third- Person;

(c) any indirect, remote, unforeseeable or consequential loss or damages; or

(d) any exemplary or punitive damages;

incurred by a Party or any other Person, all or any part of which liability arises out of or relates to the performance or breach of this Agreement or to any act or omission related to this Agreement, whether in contract, tort (including negligence or breach of duty), strict liability or any other doctrine in contract, law or equity.

17.3 Mitigation

In the event of a breach of this Agreement, the non-breaching Party shall exercise reasonable endeavours to mitigate its damages resulting therefrom.

17.4 Handling Customer Vessels

Terminal User shall have no liability associated with LNG Vessels delivering LNG for the account of LNG Handling Customers except to the extent that such liability is directly attributable to the acts or omissions of Terminal User.

18. EVENT OF FORCE MAJEURE

18.1 Nature of Relief

Subject to the provisions of this clause 18, a Party’s obligations under this Agreement shall be excused to the extent that they are affected (in whole or in part) by the occurrence of an Event of Force Majeure and no liability shall accrue in respect of the failure to perform such obligations.

18.2 Events of Force Majeure

An “Event of Force Majeure” means any event or circumstance, or any combination of events or circumstances, the occurrence or effect of which is beyond the reasonable control of a Party (the “Affected Party”), which could not have been avoided by steps which might reasonably have been taken by a Reasonable and Prudent Operator and which causes or results in a failure or delay in the performance by the Affected Party of any of its obligations under this Agreement (other than payment obligations), including:

(a) acts of God, including tsunami, landslides, earthquakes, lightning, storm, tempest, hurricane, typhoon, tornado, cyclones, perils of the sea, soil erosion, mudslide, flood, washout or epidemics;
(b) war (whether declared or undeclared), riot, civil war, blockade, insurrection, rebellion, invasion, embargo, trade sanctions, revolution, sabotage, acts of terrorism (or serious threats thereof), acts of public enemies, civil disturbance or commotion;

(c) strikes, lock outs, or other industrial disturbances;

(d) acts or omissions of a Governmental Authority (except during any period when Terminal Owner is controlled by the government of Singapore, if Terminal Owner is the Affected Party);

(e) fire, explosion, fault or failure of plant, equipment or other installation;

(f) reduction or interruption of electricity, water or other utility supplies to the LNG Terminal;

(g) any adverse effect on the LNG Terminal or its operation (including any damage to, or blockage of access to, the LNG Terminal) which results from any collision or other event, accident or incident (within clause 18.2(a) to clause 18.2(f) or otherwise) involving or affecting an LNG Vessel or any other vessel in the vicinity of or en route to the LNG Terminal;

(h) events that excuse a Gas Receiver from taking delivery of Regasified LNG under its Gas Sales Agreement [or LNG Handling Agreement, as applicable]; or

(i) events that excuse LNG Supplier, [or an LNG Handling Customer] from delivering LNG under the terms of the LNG Sales and Purchase Agreement [or an LNG Handling Agreement,] as applicable.

An Event of Force Majeure shall not include in the case of Terminal Owner (if Terminal Owner is an Affiliate of EMA or otherwise owned by a branch of the government of Singapore) only, changes in the laws of Singapore (or any political subdivision thereof), acts of any Governmental Authority of Singapore or compliance by any Person with any laws or acts.

18.3 Effect of Force Majeure in Payment Obligations

No Event of Force Majeure affecting a Party shall relieve, suspend, or otherwise excuse such Party from performing any obligation to indemnify, reimburse, hold harmless or otherwise pay the other Party under this Agreement.

18.4 Notification of Event of Force Majeure

An Event of Force Majeure shall take effect at the moment such an event or circumstance occurs. Upon the occurrence of an Event of Force Majeure that prevents, interferes with or delays the performance of either Party in whole or in part, of any of its obligations hereunder, the Affected Party shall promptly give written notice thereof to the other Party
describing such event and stating the obligations the performance of which are affected (either in the original or in supplemental notices) and stating, as applicable:

(a) the estimated period during which performance may be prevented, interfered with or delayed, including, to the extent known or ascertainable, the estimated extent of such reduction in performance;

(b) the particulars of the programme to be implemented to resume normal performance hereunder;

(c) the anticipated portion of the Services for a Contract Year that will not be made available or received, as the case may be, by reason of an Event of Force Majeure; and

(d) where clause 18.9 applies, the quantity of the Services that Terminal Owner reasonably expects to allocate to Terminal User.

Such notices shall thereafter be updated at reasonable intervals during the period of such claimed Event of Force Majeure specifying the actions being taken to remedy the circumstances causing such Event of Force Majeure.

18.5 **No Responsibility**

After the Affected Party has given the notice required under clause 18.4, no partial or total failure or omission to carry out or to observe any of the provisions in this Agreement shall give rise to any claim by a Party against the Affected Party or be deemed to be a breach of or default under this Agreement to the extent that it is caused by an Event of Force Majeure.

18.6 **No Relief from Pre-Existing Obligations**

The Affected Party must continue to perform all of its obligations under this Agreement to the extent that such obligations are not affected by the Event of Force Majeure.

18.7 **Affected Party to Mitigate**

Each Party shall use reasonable endeavours to prevent and mitigate the effect of an Event of Force Majeure, and upon the termination of such Event of Force Majeure shall make all reasonable endeavours to ensure the earliest resumption of normal performance of this Agreement.

18.8 **No Extension of Term**

The Term shall not be extended as a result of or by the duration of an Event of Force Majeure.
18.9 Allocation of the Services

If, as a result of an Event of Force Majeure affecting the LNG Terminal, Terminal Owner is unable to meet its contractual obligations to Terminal User and any Other Customers, Terminal Owner shall allocate the available capability of the LNG Terminal to perform Services and similar services to Other Customers ("Allocation Basis Priority") based on:

(a) in respect to Regasified LNG send-out capacity, Terminal Owner shall first interrupt or curtail service to Storage & Send-out Customers, and shall then allocate any available vaporisation capacity among Throughput Customers on the basis of the ratio that the MaxGRR bears to the sum of the MaxGRR, and the similar maximum contractual entitlement to have Regasified LNG made available for delivery to a Delivery Point of all other Throughput Customers;

(b) in respect to Services related to the berthing of LNG Vessels at the LNG Terminal and the receipt of LNG,

(i) Terminal Owner shall cancel Terminal User’s Scheduled Windows and the Scheduled Windows of any Other Customers reflected in the then-effective ADP that would have occurred during such Event of Force Majeure, without prejudice to all of the Affected Customers’ rights to seek to reschedule such Cargoes, which in the case of Terminal User will be consistent with the provisions of clause 7; and

(ii) Terminal Owner shall provide in all TUAs that all Customers (including Terminal User) shall be required to exercise reasonable endeavours to alter their Scheduled Windows so as to facilitate the utilisation, by Affected Customers, of such Affected Customers’ allocated share of the capability of the LNG Terminal to berth LNG Vessels and receive LNG;

(c) in respect of Services related to the storage of LNG at the LNG Terminal, Terminal Owner shall, as promptly as practicable, interrupt or curtail any further LNG receipts at the LNG Terminal for the account of Storage & Reload Customers and interrupt and curtail any further in-tank inventory transfers to Storage & Send-out Customers, and shall allocate its remaining ability to provide service at the LNG Terminal among all Throughput Customers at the LNG Terminal in proportion to their respective MLRQs; and

(d) in respect of any other services at the LNG Terminal not described or included in clauses 18.9(a), 18.9(b) or 18.9(c), on a pro rata basis based on the ratio of the appropriate contractual service level that each Customer who has contractual rights to such a service at the LNG Terminal has contractual rights for to the sum of all such contractual rights at the LNG Terminal.
18.10 Termination for Extended Event of Force Majeure

If, for reasons of an Event of Force Majeure affecting Terminal Owner, Terminal Owner has failed to:

(a) make available for delivery at the Delivery Point a quantity (in mmBtu) aggregating to one hundred (100) percent of Terminal User’s total scheduled Regasified LNG nominations in an eighteen (18) consecutive month period;

(b) make available for delivery at the Delivery Point a quantity (in mmBtu) aggregating to seventy-five (75) percent or more of Terminal User’s total scheduled Regasified LNG nominations in a twenty-four (24) consecutive month period,

then, in any of the foregoing cases (a) or (b), Terminal User shall have the right to terminate this Agreement upon twenty (20) days’ notice to Terminal Owner. Subject to the provisions of clause 29.9, upon termination of this Agreement pursuant to clause 18.10, the Parties shall have no further obligations or liabilities to one another.

18.11 Inspection of Affected Site

Upon request by the non-affected Party, given no sooner than the second Business Day after the Affected Party’s notice of Force Majeure, the Affected Party shall forthwith use reasonable endeavours to give or procure access for representatives of the non-affected Party (and, where the non-affected Party is Terminal User, for representatives of Gas Receivers as well) to examine the scene of the event which gave rise to the claim of Force Majeure, in order that those representatives may verify the impact of such event on the Affected Party’s performance and the likely duration of its effects. Such access shall be at the sole risk and expense of the non-affected Party.

19. CURTAILMENT OF SERVICES OR TEMPORARY DISCONTINUATION OF SERVICES

19.1 Curtailment; General

Terminal Owner shall have the right at its sole discretion to interrupt, curtail or temporarily discontinue the Services provided by the LNG Terminal, in whole or in part, at any time in order to protect persons and property, including the LNG Terminal, from harm or damage due to operational or safety conditions, without prejudice to Terminal User’s right to receive compensation if the necessity of such interruption, curtailment or temporary discontinuation of Services is not attributable to an Event of Force Majeure or otherwise excused under this Agreement.

19.2 Advance Notice of Curtailment

Terminal Owner shall use reasonable endeavours to provide Terminal User such notice of interruption, curtailment or temporary discontinuation as is reasonable under the
circumstances, and such notice may be issued for a specific period of time or until further notice is given.

19.3 Allocation Due to Curtailment

If, as a result of any unscheduled interruption, curtailment or temporary discontinuation of the Services pursuant to clause 19.1, Terminal Owner is unable to meet its contractual obligations to Terminal User and any Other Customers, whether such failure is attributable to an Event of Force Majeure or to a default by Terminal Owner, Terminal Owner shall allocate the available capability of the LNG Terminal to perform services for Terminal User and Other Customers in accordance with the Allocation Basis Priority set out in clause 18.9.

19.4 No Liability

Notwithstanding this clause 19, Terminal Owner shall have no responsibility under this Agreement to inform Vessel Operators, LNG Vessels, Transporter, Shippers, Gas Receivers, LNG Supplier, Governmental Authorities or any other Persons involved in the transaction as to such curtailment or temporary discontinuation of the Services.

21. ASSIGNMENT

-----------
21.2 Permitted Assignments

(a) Affiliates and Assignees of Terminal Owner

Notwithstanding the provisions of clause 21.1, Terminal Owner may freely assign all of its rights and obligations under this Agreement to (i) an Affiliate, (ii) any Singapore Governmental Authority or any entity that is owned or controlled by a Singapore Governmental Authority, or (iii) any third-Person assignee meeting the criteria set forth in clause 21.2(d)(i)(C), in each of the foregoing cases, upon notice to, but without requiring the consent of, Terminal User.

(b) Affiliates of Terminal User

Notwithstanding the provisions of clause 21.1, as long as Terminal User's Affiliate has: (i) obtained all necessary permits and authorisations (including such permits and authorisations required to be obtained from EMA) to perform the activities contemplated by the Transaction Agreements; (ii) is assigning all of its rights and obligations under all Transaction Agreements to such Assignee; and (iii) Terminal User's Guarantor agrees in writing that the Guarantee extends to all of the obligations assigned pursuant to this clause 21.2(b) and all Gas Receivers agree that their applicable TUA Direct Agreement and all security providers thereunder shall continue to be effective following such assignment, then Terminal User may freely assign all, but not less than all, of its rights and obligations under this Agreement to an Affiliate upon notice to, but without requiring the consent of, Terminal Owner. An assignment to an Affiliate of Terminal User under this clause 21.2(b) of all, but not less than all, of Terminal User's rights and obligations under this Agreement shall serve as a novation of this Agreement. In addition to the foregoing, and notwithstanding the provisions of clause 21.1, Terminal User may, upon notice to, but without requiring the consent of, Terminal Owner, freely assign (x) its rights and obligations under this Agreement to EMA (or its designee) pursuant to the Step-In Rights Agreement, and (y) its right to receive payment of damages and other amounts payable under this Agreement to LNG Supplier or any Gas Receiver to the extent required under the applicable Gas Sales Agreement, LNG Supply Agreement, or LNG Handling Agreement.

(c) Financing

Notwithstanding the provisions of clause 21.1, Terminal Owner shall be entitled to assign, mortgage, or pledge all or any of its rights, interests, and benefits hereunder to secure payment of any indebtedness incurred or to be incurred in connection with the financing of the LNG Terminal. In addition to its obligations under clause 29.1, Terminal User shall provide to the Lenders to whom such indebtedness is owed, consent to assignment or similar document in form and substance customary for similar financing transactions and reasonably agreed by such Lenders and Terminal User. Moreover, Terminal User agrees to enter into direct agreements with such Lenders in form and substance customary for similar
financing transactions and reasonably agreed by such Lenders and Terminal User covering matters that are customary in project financings of this type, including Lender assignments or security rights with respect to this Agreement, direct notices to Lenders and Lenders' step-in/step-out rights.

(d) Assignment as Novation

(i) Except as provided in clause 21.2(b), an assignment under this clause of all, but not less than all, of Terminal User's rights and obligations under this Agreement shall not serve as a novation of this Agreement (and as such the assignor shall not be relieved of any obligations or Liabilities under this Agreement following the date of such assignment) unless and until, but shall serve as a novation (thus relieving the assignor of all obligations and Liabilities under this Agreement following the date of such assignment) if, the following requirements shall have been satisfied:

(A) assignee delivers to the non-assigning Party its written undertaking to be bound by and perform all obligations of the assignor under this Agreement and the Transaction Agreements, as if it were the assignor; and

(B) in the case of an assignment by Terminal User (other than an assignment of all, but not less than all, of Terminal User's rights and obligations under this Agreement to an Affiliate of Terminal User pursuant to clause 21.2(b), which shall also serve as a novation of this Agreement as provided in clause 21.2(b)), assignee having demonstrated to Terminal Owner's reasonable satisfaction that:

(1) its creditworthiness (including credit support from an irrevocable letter of credit, a parent guarantee or other security) at the time of the assignment is the same or better than the creditworthiness of Terminal User's Guarantor or such creditworthiness and/or assignee are otherwise acceptable to Terminal Owner; and

(2) it has the technical capability to observe and perform its obligations under this Agreement; or

(C) in the case of an assignment by Terminal Owner, assignee having demonstrated to Terminal User's reasonable satisfaction that the assignee has by itself, or through an Affiliate or third-Party contractor with whom such assignee has a binding agreement to operate the LNG Terminal from and after such assignment, the technical capability to observe and perform the obligations of Terminal Owner under this Agreement (with any Dispute...
22. TERMINAL USER’S PARENT GUARANTEE AND SUPPLEMENTAL GUARANTEE

(a) In respect of its Liabilities under this Agreement other than Gas Receiver Obligations, Terminal User shall, on the Execution Date, cause Terminal User’s Guarantor to execute and deliver to Terminal Owner the Terminal User’s Guarantee.

(b) If, at any time following the Execution Date, Terminal User’s Guarantor is not rated at least Baa3 by Moody’s and at least BBB- by Standard and Poor’s, and Terminal User has an Affiliate that is rated at least Baa3 by Moody’s and at least BBB- by Standard and Poor’s that is able to provide a guarantee in favour
of Terminal Owner, Terminal User shall within fifteen (15) days cause a guarantee (the “Replacement Guarantee”) in a form substantially similar to Schedule 3 (but approved by Terminal Owner) from such Affiliate to be executed and delivered to Terminal Owner in replacement of the Terminal User’s Guarantee, at which time the original Terminal User’s Guarantee shall cease to be in effect and shall be returned to Terminal User.

(c) If Terminal User does not have an Affiliate rated at least Baa3 by Moody’s and at least BBB- by Standard and Poor’s that is able to provide a guarantee in favour of Terminal Owner as contemplated in clause 22(b), then Terminal User shall within fifteen (15) days cause a guarantee (the “Supplemental Guarantee”) in a form substantially similar to Schedule 3 (but approved by Terminal Owner) from a non-Affiliate to be executed and delivered to Terminal Owner in supplement to, but not in replacement of, the Terminal User’s Guarantee, if such a Supplemental Guarantee is available on terms and at a cost reasonably acceptable to Terminal User.

(d) If a Supplemental Guarantee is not available on terms and at a cost reasonably acceptable to Terminal User as contemplated in clause 22(c), the Terminal User shall cause a letter of credit (the “Supplemental LC”) in a form substantially similar to Annex 1 to Schedule 7 and in the face amount of [●] dollars (US$[●]) provided by a first class international bank (reasonably acceptable to Terminal Owner) to be issued in favour of and delivered to Terminal Owner in supplement to, but not in replacement of, the Terminal User’s Guarantee, and providing Terminal Owner the right to draw on such Supplemental LC in the event that Terminal User has failed to timely pay to Terminal Owner when due any Non-Terminalling Charge Liabilities.

(e) Any Replacement Guarantee, Supplemental Guarantee or Supplemental LC shall (i) cover only the liabilities of Terminal User under this Agreement other than Gas Receiver Obligations as from the Execution Date that were covered by the Terminal User’s Guarantee; and (ii) remain in full force and effect throughout the term of this Agreement, except as otherwise provided under this clause 22. In the event that EMA exercises its right to remove Terminal User (or any of its Affiliates to whom this Agreement is assigned pursuant to clause 21.2(b)) as Terminal User pursuant to the Step-In Rights Agreement, the Terminal User’s Guarantee, and any Replacement Guarantee, Supplemental Guarantee or Supplemental LC outstanding at the date such replacement becomes effective, shall not cover any liabilities of EMA (or its designee) as the new Terminal User under this Agreement.

(f) In the event that any Person providing a Supplemental Guarantee is not rated at least Baa3 by Moody’s and at least BBB- by Standard and Poor’s, Terminal User shall within fifteen (15) days, at its option, either: (i) cause a new Supplemental Guarantee to be executed in favour of and delivered to Terminal Owner in replacement of the preceding Supplemental Guarantee; or (ii) cause a
Supplemental LC in the amount of [●] dollars (US$[●]) to be issued in favour of and delivered to Terminal Owner, and in the case of each of (i) and (ii), Terminal User shall be entitled to have the replaced Supplemental Guarantee cease to be in effect and Terminal Owner shall return such Supplemental Guarantee to Terminal User.

(g) If, subsequent to the issuance of a Supplemental Guarantee or Supplemental LC, Terminal User demonstrates to Terminal Owner’s reasonable satisfaction that Terminal User’s Guarantor has then achieved a credit rating of at least Baa3 by Moody’s and at least BBB- by Standard and Poor’s, Terminal User shall be entitled to have the Supplemental Guarantee or Supplemental LC, as applicable, cease to be in effect and Terminal Owner shall return such Supplemental Guarantee or Supplemental LC to Terminal User. For greater certainty, the terms of clauses 22(b)-22(f) shall apply in the event Terminal User’s Guarantor at any time thereafter ceases to be rated at least Baa3 by Moody’s and at least BBB- by Standard and Poor’s.

23. DEFAULT AND TERMINATION
Ownership and a period of Non-Government Ownership, the latter period shall be considered to be a new Contract Year, or during any period of Non-Government Ownership, twenty-two (22) cargoes during any rolling five Contract Year period;

(c) Terminal Owner has failed to pay any Cumulative Delinquency Amount to the Terminal User in excess of five million Dollars (US$5,000,000) within twenty (20) days of notice from Terminal User in accordance with clause 14.11(d);

(d) an order for judicial management or an administration order is made in relation to Terminal Owner or a receiver is appointed over, or an encumbrancer takes possession of or sells an asset of Terminal Owner;

(e) Terminal Owner makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally;

(f) the occurrence of any transaction (a "Change of Control") pursuant to which a third-Person or affiliated group of third-Persons, other than any Singapore Governmental Authority or any entity that is owned or controlled by a Singapore Governmental Authority, acquires the ownership, direct or indirect, of more than fifty (50) percent of the voting rights in Terminal Owner or the right to appoint the majority of directors in Terminal Owner, unless, immediately after giving effect to such Change of Control, Terminal Owner shall have satisfied the following criteria:

(i) Terminal Owner has, at the time of such Change of Control, a Tangible net Worth of not less than three hundred million Singapore Dollars (S$300,000,000), and it satisfies any one of the following criteria:

(A) it has a corporate rating not lower than BBB- by Standard & Poor's or Baa3 by Moody's, or a long-term unsecured debt rating not lower than BBB- by Standard & Poor's or Baa3 by Moody's, or equivalent ratings of another rating agency of comparable standing if either or both Standard & Poor's or Moody's ceases to exist or to issue credit ratings;

(B) it causes to be made in favour of, and delivered to, Terminal User a parent company guarantee in a form substantially similar to substantially in the form of Schedule 3 (including the liability limitations set forth therein), covering Terminal Owner's obligations to Terminal User under this Agreement, such guarantee to be made by a Person having a corporate rating not lower than BBB- by Standard & Poor's or Baa3 by Moody's, or a long-term unsecured debt rating not lower than BBB- by Standard & Poor's or Baa3 by Moody's, or equivalent ratings of another rating agency
119 of comparable standing if either or both Standard & Poor's or Moody's ceases to exist or to issue credit ratings; or

(C) it causes to be issued in favor of, and delivered to, Terminal User a letter of credit substantially in the form of Attachment B to Schedule 7 and in the face amount of thirty million Dollars (US$30,000,000) provided by a first class international bank reasonably acceptable to Terminal User; provided, however, that if, subsequent to the issuance of a parent company guarantee (as provided in clause 23.1(f)(i)(B)) or a letter of credit (as provided in clause 23.1(f)(i)(C)), Terminal Owner demonstrates to Terminal User's reasonable satisfaction that Terminal Owner has achieved the credit rating criteria set forth in clause 23.1(f)(i)(A), then Terminal Owner shall be entitled, upon written notice of same to Terminal User, to cancel (or cause to be cancelled) the parent company guarantee or the letter of credit, as applicable, and effective upon receipt by Terminal User of such notice such parent company guarantee or letter of credit, as applicable, shall be cancelled and of no further force and effect, and Terminal User shall promptly return the original copy of such parent company guarantee or letter of credit to Terminal Owner. For greater certainty, the terms of clause 23.1(f) shall apply in the event Terminal Owner or its parent company guarantor at any time thereafter ceases to meet the minimum credit rating thresholds set forth in clauses 23.1(f)(i)(A) and 23.1(f)(i)(B), as applicable; and

(ii) it has by itself, or through an Affiliate or third-person contractor with whom Terminal Owner has a binding agreement to operate the LNG Terminal from and after such Change of Control, the technical capability to observe and perform the obligations of Terminal Owner under this Agreement (with any Dispute concerning whether the requirement set forth in this clause 23.1(f)(ii) has been met shall be deemed to be a Technical Dispute pursuant to, and subject to resolution in accordance with clause 25 and the Arbitration Agreement); provided, however, that in the cases where: (A) the Person or affiliated group of Persons acquiring control of the LNG Terminal in connection with such Change of Control has or have represented to Terminal Owner and Terminal User in writing its or their intention that all or substantially all of the key operations personnel that were in the employ of Terminal Owner immediately prior to the Change of Control will be retained in the employ of Terminal Owner following such Change of Control; or (B) the Person or affiliated group of Persons acquiring control of Terminal Owner in connection with such Change of Control has operated at least one (1) LNG import terminal facility for a period of at least three (3) years in the immediately preceding five (5) year period, then in either of the immediately foregoing cases Terminal Owner shall automatically be
deemed to have the technical capability to observe and perform the obligations of Terminal Owner under this Agreement.

Terminal Owner fails, in any Contract Year, to receive Cargoes comprising at least fifty percent (50%) of the MLRQ within the Allotted Unloading Time for LNG Vessels. For greater clarity, Events of Force Majeure or reasons attributable to Terminal User or LNG Supplier shall extend Allotted Unloading Time in accordance with clause 11.11(a).

23.2 Terminal User Events of Default
Each of the following events shall be a Terminal User Event of Default:

(a) Terminal User fails to pay any Cumulative Delinquency Amount (other than a Gas Receiver Cumulative Deficiency) in excess of $[Dollars (US$[●])] to Terminal Owner within twenty (20) days of notice from Terminal Owner in accordance with clause 14.11(d);

(b) the Terminal User's Guarantee or, following the delivery of a Replacement Guarantee to Terminal Owner, a Replacement Guarantee ceases to be in full force and effect, other than as provided in Section 10 of the Terminal User's Guarantee, unless such guarantee is replaced by a Replacement Guarantee;

(c) Terminal User fails to provide or maintain a Replacement Guarantee in accordance with the requirements of clause 22(b);

(d) the Terminal User's Guarantor or, following the delivery of a Replacement Guarantee to Terminal Owner, a Replacement Guarantor is subject to or has an Insolvency Event; or

(e) Terminal User is in material breach of its obligations under clause 2.2 in respect of timely invoicing its Gas Receivers;

(f) Terminal User is subject to or has an Insolvency Event; or

(g) Terminal User makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally.

23.3 Default Notice
If a Terminal Owner Event of Default or an Terminal User Event of Default occurs during the Term, then the non-defaulting Party may give written notice ("Default Notice") to the defaulting Party specifying the Terminal Owner Event of Default or Terminal User Event of Default (as the case may be) and except for defaults resulting from non-payment of any Cumulative Deficiency Amount (for which the cure period is provided in clause 14.11) or the Event of Default specified in clause 23.1(d) (for which
there is no cure period) requiring the defaulting Party to remedy such default within thirty (30) days from the date of such notice.

23.4 Parties to Mitigate Effect of Event of Default

After the expiry of the period specified in the Default Notice under clause 23.3, except in the case of the Event of Default specified in clause 23.1(d) the Parties shall consult for a further period of thirty (30) days with respect of the relevant Event of Default (or such longer period as the Parties may agree) as to what steps shall be taken with a view to mitigating the consequences of the relevant Event of Default.

23.5 No Right to Terminate if Event of Default not Ongoing

During the further period (if any) specified in clause 23.4, then, except for defaults resulting from non-payment of any Cumulative Deficiency Amount (for which the provisions of this clause 23.5 shall not apply) or the Event of Default specified in clause 23.1(d) or clause 23.2(f) (for which the provisions of this clause 23.5 shall not apply), the defaulting Party shall use its reasonable endeavours to cure the relevant Event of Default, and if the Event of Default is cured at any time prior to the delivery of a Termination Notice, then the non-defaulting Party shall have no right to terminate this Agreement in respect of such cured Event of Default.

23.6 Termination Notice

If the defaulting Party fails to cure its Event of Default within the period provided in clause 23.4, or immediately upon receipt of the Default Notice in the case of the Event of Default specified in clause 23.1(d) or clause 23.2(f), then, subject at all times to the terms and provisions of the Step-In Rights Agreement (in the event that Terminal User is the defaulting Party), which terms and provisions shall prevail over the terms of this Agreement to the extent expressly provided in such Step-In Rights Agreement, the non-defaulting Party may terminate this Agreement with immediate effect by giving notice of such termination ("Termination Notice").

23.7 Consequences of Termination

Termination of this Agreement under this clause 23 or any other provision of this Agreement shall be without prejudice to any other rights and remedies of either Party arising hereunder or by law or otherwise which arose or accrued prior to or as a result of such termination or by reason of default of either Party.

23.8 Termination Rights Upon Termination or Expiration of LNG Sales and Purchase Agreement

In addition to any other right of a Party to terminate this Agreement, either Party shall have the right, upon written notice to the other Party, to terminate this Agreement effective upon the date of termination or expiration of the LNG Sales and Purchase Agreement.
24. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with (including in connection with the resolution of all Disputes between or among the Parties) English law, exclusive of any conflicts of laws principles that could require the application of any other Law.

25. **DISPUTE RESOLUTION**

Each of the Parties acknowledge that they are or will become parties to the Arbitration Agreement by way of accession as soon as reasonably practicable, but in no event later than the Services Effective Date. The Parties agree that the terms of the Arbitration Agreement shall be deemed incorporated into this Agreement as if fully set forth herein. All defined terms in the Arbitration Agreement shall have the same meaning in this Agreement. The Parties hereby agree that each Dispute arising under or in connection with this Agreement (including any Dispute as to (i) its formation, (ii) whether or not this Agreement has been terminated or (iii) a request for a declaration to resolve a Dispute concerning the interpretation of this Agreement) or which arises out of or in connection with the Project, shall be resolved pursuant to the terms of the Arbitration Agreement. The Parties hereby agree that all Related Disputes shall be resolved pursuant to the terms of the Arbitration Agreement. For the avoidance of doubt, all other parties to the Arbitration Agreement (as defined in that agreement) are intended by the Parties to this Agreement to be third-party beneficiaries of this Agreement with respect to the rights contained in this clause 25 as against the Parties.

26. **CONFIDENTIALITY**

**26.1 Confidentiality Obligation**

Neither this Agreement nor information or documents that come into the possession of a Party by means of the other Party in connection with the performance of this Agreement may be used or communicated to Persons (other than the Parties) without the prior written consent of the Parties during the term of this Agreement and for a period of five (5) years following its expiration or termination.

**26.2 Permitted Disclosure**

Notwithstanding clause 26.1, either Party shall have the right to disclose such information or documents without obtaining the other Party’s prior consent in the following situations:

(a) accountants, auditors, other professional consultants, advisors or underwriters, provided such disclosure is solely to assist the purpose for which the aforesaid were so engaged; provided, further, that such Persons agree to hold such
information or documents under terms of confidentiality equivalent to clause 26.1 and this clause 26.2, and for the benefit of the Parties;

(b) Lenders and other providers or prospective providers of finance to Terminal Owner in relation to the LNG Terminal; provided however, that such Persons agree to hold such information or documents confidential for the benefit of the Parties for a period of at least two (2) years;

(c) bona fide prospective purchasers of all or a part of a Party’s or its Affiliate’s business and bona fide prospective assignees of all or part of a Party’s interest in this Agreement; provided, however, that such Persons agree to hold such information or documents under terms of confidentiality equivalent to clause 26.1 and this clause 26.2, and for the benefit of the Parties;

(d) to legal counsel, provided such disclosure is solely to assist the purpose for which such legal counsel were so engaged;

(e) if required by any court of law or any applicable Law, or if requested by a Governmental Authority having or asserting jurisdiction over a Party and having or asserting authority to require such disclosure in accordance with that authority (including in connection with the resolution of a Dispute), or pursuant to the rules of any recognised stock exchange or regulatory agency established in connection therewith; provided, however, that if the other Party reasonably considers a portion of this Agreement to be commercially sensitive, then the disclosing Party shall use its reasonable endeavours to ensure that such Governmental Authority agrees to hold such information or documents of this Agreement which under terms of confidentiality equivalent to clause 26.1 and this clause 26.2 (where applicable) and shall furnish the other Party with an advance copy of any proposed release and related documents;

(f) to prospective assignees permitted under clause 20, to Transportation and any applicable Vessel Operators, to LNG Supplier and to any prospective and actual Gas Receivers, in each case only to the extent required for the execution and/or administration of such contracts; provided, however, that such Persons must agree to hold such information or documents under terms of confidentiality equivalent to clause 26.1 and this clause 26.2, and for the benefit of the Parties;

(g) to its Affiliates, its shareholders and partners, or its shareholders’ and partners’ Affiliates, provided, however, that such recipient entity must have a bona fide business need for such information and agrees to hold such information or documents under terms of confidentiality equivalent to clause 26.1 and this clause 26.2;

(h) to any Government Authorities to the extent such disclosure assists Terminal Owner or Terminal User (as applicable) in obtaining Authorisations;
(i) to an expert in connection with the resolution of a Dispute under clause 25 or to an arbitration tribunal in connection with the resolution of a Dispute under clause 25 or under the Arbitration Agreement;

(j) to the extent any such information or document has entered the public domain other than through the fault or negligence of the Party making the disclosure;

(k) to Other Customers by Terminal Owner or Terminal User only in order to allow the disclosing Party to perform its obligations under this Agreement or the Terminal & Inter-Customer Agreement; and

(l) to Gas Receivers and LNG Supplier as necessary for the proper administrative of the relevant Gas Sales Agreement or LNG Sales and Purchase Agreement, including the resolution of disputes under the Arbitration Agreement.

Notwithstanding the foregoing provisions of this clause 26.2, Terminal User acknowledges and agrees that certain providers of finance to Terminal Owner as well as Governmental Authorities in Singapore and Terminal Owner’s shareholders and partners may disclose this Agreement and information or documents disclosed pursuant to this clause 26.2 if required by any court of law or any Law or if requested by a Governmental Authority having or asserting jurisdiction over such Persons and having or asserting authority to require such disclosure in accordance with that authority, or pursuant to the rules of any recognised public stock exchange or regulatory agency established in connection therewith.

26.3 Public Announcements

(a) A Party must not issue or make any public announcement, press release or statement regarding this Agreement without, prior to the release of the public announcement, press release or statement, furnishing to the other Party a copy of such announcement, press release or statement, and obtaining the prior written consent of the other Party in respect of the same.

(b) Notwithstanding any failure to obtain consent under clause 26.3(a), no Party shall be prohibited from issuing or making any such public announcement, press release or statement if in the sole discretion of the disclosing Party it is deemed appropriate to do so in order to comply with the applicable Laws, legal proceedings or the rules or regulations of any recognised public stock exchange or regulatory agency established in connection therewith having jurisdiction over such Party.

26.4 Terminal Owner Promotional Materials

Notwithstanding clause 26.3(a), Terminal Owner may, with the consent of Terminal User (such consent not to be unreasonably withheld or delayed), use the following in external announcements and publications:
(a) information concerning the signing of this Agreement;

(b) the general nature of the Services; and

(c) the general nature of Terminal User’s involvement in the Singapore LNG terminal project.

27. REPRESENTATIONS AND WARRANTIES

27.1 Representations and Warranties of Terminal User

As of the Services Effective Date and until the expiration of this Agreement, Terminal User represents, undertakes and warrants that:

(a) Terminal User is and shall remain duly formed and in good standing under the Laws of Singapore and is and shall remain duly qualified to do business in Singapore;

(b) Terminal User has the requisite power, authority and legal right to execute and deliver, and to perform its obligations under, this Agreement;

(c) Terminal User has not incurred any liability to any financial advisor, broker or finder for any financial advisory, brokerage, finder’s or similar fee or commission in connection with the transactions contemplated by this Agreement for which Terminal Owner or any of its Affiliates could be liable; and

(d) neither the execution, delivery nor performance of this Agreement violates or will violate, results or will result in a breach of, or constitutes or will constitute a default under any provision of Terminal User’s organisational documents, any law, judgment, order, decree, rule or regulation of any court, administrative agency or other instrumentality of any Governmental Authority or of any other material agreement or instrument to which Terminal User is a party.

27.2 Representations and Warranties of Terminal Owner

As of the Services Effective Date and until the expiration of this Agreement, Terminal Owner represents, undertakes and warrants that:

(a) Terminal Owner is and shall remain duly formed and in good standing under the Laws of Singapore and is and shall remain duly qualified to do business in Singapore;

(b) Terminal Owner has the requisite power, authority and legal right to execute and deliver and to perform its obligations under this Agreement;

(c) Terminal Owner has not incurred any liability to any financial advisor, broker or finder for any financial advisory, brokerage, finder’s or similar fee or
commission in connection with the transactions contemplated by this Agreement for which the Customer or any of its Affiliates could be liable;

(d) neither the execution, delivery nor performance of this Agreement violates or will violate, results or will result in a breach of, or constitutes or will constitute a default under any provision of Terminal Owner’s memorandum and articles of association, any law, judgment, order, decree, rule or regulation of any court, administrative agency or other instrumentality of any Governmental Authority or of any other material agreement or instrument to which Terminal Owner is a party; and

(e) Terminal Owner is the owner of the LNG Terminal.

28. NOTICES

28.1 Notices

(a) Any notice or other correspondence ("Notice") required to be given by one Party to the other Party (or to any other Person) under this Agreement shall be in writing, in the English language, and shall be:

(i) delivered by hand to the relevant Party;

(ii) sent by recorded delivery letter (with official acknowledgement of receipt);

(iii) sent by registered mail;

(iv) sent by any electronic means of transmitting written communications which provides written confirmation of complete transmission (including by facsimile);

(v) published on the Website (but only for notices provided for under clauses 7.1(a), 7.1(d), 7.2(a), 7.5(b)(iv), 7.6(d) and 10.8(c)(i));

(vi) in the case of notices specifically identified in this Agreement as suitable for electronic communication, as well as all communication from an LNG Vessel, communicated electronically; or

(vii) communicated by such other method as the Parties may agree.

(b) In each of clauses 28.1(a)(i)-28.1(a)(iv), such Notice from one Party to the other Party, shall be addressed to such other Party at the address details set out in the table below, or at such other address as such Party may from time-to-time designate by notice.
(i) In the case of Terminal Owner:

Address: SINGAPORE LNG CORPORATION PTE. LTD.
991G Alexandra Road, #03-29C
Singapore 119975
Attention: Executive Director
Facsimile: +65.6835.8020
Email: [●]

(ii) In the case of Terminal User:

Address:
Attention:
Facsimile:
Email:

28.2 Notices under clause 28.1(a)(vi)

For the purposes of clause 28.1(a)(vi), the Parties agree that notices given from LNG Vessels at sea may be given by radio.

28.3 Oral Communication does not constitute Notice

Oral communication does not constitute notice for purposes of this Agreement.

28.4 Receipt of Notices

A Notice which is sent or dispatched as set forth in clause 28.1 will be deemed to have been received by the addressee as follows:

(a) in the case of communication by a letter (including where the same is delivered by hand) or recorded or registered postal delivery:

(i) between 0900 hours and 1700 hours on a Business Day, then on that Business Day; or

(ii) otherwise, 1000 hours on the following Business Day;

(b) in the case of communication pursuant to clause 28.1(a)(iv):

(i) between 0900 hours and 1700 hours on a Business Day, then when confirmation of transmission to and receipt by the facsimile machine or
similar of the recipient is received by the facsimile machine or similar of the sender on that Business Day; or

(ii) otherwise, 1000 hours on the following Business Day; and

(c) if the Notice was given by radio from an LNG Vessel at sea, the actual receipt of the communication by radio.

28.5 **Proof of Service**

In proving service by post it shall be necessary to prove only that the notice was sent or despatched and that the notice was contained in an envelope properly addressed, prepaid and posted. In proving service by facsimile it shall be necessary to prove only that the notice was acknowledged as received.

29. **MISCELLANEOUS**

29.1 **Terminal User Cooperation Regarding Terminal Owner Financing**

Terminal User acknowledges that Terminal Owner intends to obtain project financing in respect of the LNG Terminal and/or Terminal Owner’s business activities (the “**Financing**”). In addition to Terminal User’s obligations under clause 21.2(c), Terminal User shall cooperate with Terminal Owner in Terminal Owner’s efforts to obtain the Financing by supplying the Lenders information concerning Terminal User and its Gas Receivers (that is in Terminal User’s possession and is not of a proprietary nature) reasonably requested by the Lenders.

29.2 **Amendments**

This Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by each of Terminal Owner and Terminal User.

29.3 **Authorisations**

Each Party shall use reasonable endeavours to maintain in force all Authorisations necessary for its performance under this Agreement. Without in any way modifying or limiting a Party’s obligations in respect of obtaining and maintaining its respective necessary Authorisations, Terminal User and Terminal Owner shall reasonably cooperate with each other upon request wherever necessary for this purpose.

29.4 **Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.
29.5 Waiver

Except as expressly set forth herein, the failure of any Party to timely exercise any right or remedy under this Agreement shall not operate as a waiver of any such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy. Waiver by any Party of any breach of a provision hereof shall not constitute the waiver of any subsequent breach of such provision.

29.6 No Third-party Beneficiaries

No Person not a Party shall have any right under the Contracts (Rights of Third Parties) Act, 1999 to enforce any provision of this Agreement. Nothing in this Agreement shall otherwise be construed to create any duty to, or standard of care with reference to, or any liability to, any Person other than a Party.

29.7 Exclusion of Sales of Goods Act and CISG

To the extent permitted by law, the provisions of the Sale of Goods Act, and the United Nations Convention on Contracts for the International Sale of Goods (or any modification, consolidation or re-enactment thereof), are each expressly excluded from application to the terms and conditions of this Agreement, and all implied representations and warranties provided for therein are likewise excluded in respect of all sales and supplies of LNG or Regasified LNG that may occur under this Agreement.

29.8 Rules of Construction

(a) Drafting

Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

(b) Priority

In the event that any conflict arises between this Agreement and the Marine Operations Manual, then notwithstanding clause 10.6(a)(ii), this Agreement shall prevail.

29.9 Survival of Rights

(a) Any termination or expiration of this Agreement shall be without prejudice to any rights, remedies, obligations and liabilities which may have accrued to a Party pursuant to this Agreement or otherwise under applicable law. All rights or remedies which may have accrued to the benefit of either Party (and any of this Agreement’s provisions necessary for the exercise of such accrued rights or
remedies) prior to the termination or expiration of this Agreement shall survive such termination or expiration.

(b) Furthermore, the provisions of clauses 1, 14, 15, 17, 23.7, 24, 25, 26, 28 and 29 shall survive the termination or expiration of this Agreement.

29.10 Rights and Remedies

Except where this Agreement expressly provides to the contrary, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

29.11 Disclaimer of Agency

(a) The Parties agree that the relationship existing among them is contractual in nature, and therefore, nothing contained herein is intended to create, or shall be deemed or construed to create, any legal entity, partnership, joint venture, other association or a trust between the Parties. Except as specifically provided in this Agreement, no Party shall have the authority to hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf or in the name of the other Party. Except as specifically provided in this Agreement, this Agreement shall not be deemed or construed to authorise any Party to act as an agent, servant or employee for the other Party for any purpose.

(b) It is not the intention of the Parties to create, nor shall this Agreement be deemed or construed to create, nor shall the Parties report for any purpose any transaction occurring pursuant to this Agreement a lease or sales transaction with respect to all or any portion of the LNG Terminal or any capacity thereof.

29.12 Severance of Invalid Provisions

In the event that any provision in this Agreement shall for any reason be determined by any court or tribunal to be illegal, invalid or unenforceable, then the remaining provisions shall not be affected, impaired or invalidated and shall remain in full force and effect and shall continue to be binding upon the Parties.

29.13 Compliance with Laws

(a) The Parties shall in the discharge of their obligations under this Agreement comply with all applicable laws, statutes, rules, regulations, permits, licences, approvals, judgments, decrees, injunctions, writs and orders, and all interpretations thereof, of all Governmental Authorities. The Parties shall comply with all applicable laws, rules and regulations of any government agency applicable to the performance of its obligations under this Agreement.
(b) Each Party represents, warrants and covenants that it and its Affiliates and their respective officers, directors, employees and agents or any other person acting on its behalf (together, “Representatives”), have not made, offered, or authorised and will not make, offer, or authorise, with respect to the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting therefrom, any payment, gift, promise or anything of value or advantage, whether directly or through any other person or entity, to or for the use or benefit of: (i) any Public Official or any political party or political party official or candidate for office, or (ii) any officer, director, employee, agent or representative of any person or entity as an inducement or reward for taking or omitting to take any action in respect of such person’s or entity’s business or affairs, in either case where such payment, gift, promise or advantage would violate any Applicable Law.

(c) Each Party shall defend, indemnify and hold the other Party harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from, or related to, any breach by such first Party of this clause 29.13. Such indemnity obligation shall survive the termination or expiration of this Agreement.

(d) Each Party agrees (i) to maintain internal controls; (ii) to keep books, accounts and records that properly, fairly and accurately record and report all transactions; (iii) not to maintain any off-the-book accounts or record any non-existent expenditures; (iv) not to enter liabilities with incorrect identification of their object or to use false documents; and (v) to comply with Applicable Law in relation to such requirements.

(e) Each Party shall be entitled to have reasonable access to, inspect and audit all invoices and accompanying documents issued by, and the financial books and records of, the other Party in order to verify compliance with this clause 29.13.

(f) Without prejudice to any other express remedies referred to elsewhere in this Agreement or any remedies available at law or in equity, in the event of a breach of this clause 29.13, the non-breaching Party reserves the right to take whatever action it deems appropriate to ensure that it is in compliance with Applicable Law.

(g) Nothing in this Agreement shall obligate Terminal User to take any action that would be inconsistent with the principles set forth in Schedule 12. Terminal User shall comply with the policies and principles set forth in Schedule 12.
(h) Prior to the Commencement Date, Terminal Owner shall develop and provide to Terminal User Terminal Owner’s policies regarding appropriate business principles and health, safety and the environment, which shall be consistent with International LNG Terminal Standards. Terminal Owner shall comply with such policies in its performance of this Agreement, as such policies may be changed from time to time and notified to Terminal User. Terminal Owner shall in good faith solicit Terminal User’s input to the development of Terminal Owner’s policies regarding business principles and health, safety and the environment.

29.14 Expenses

Each Party shall be responsible for and bear all of its own costs and expenses incurred in connection with the preparation and negotiation of this Agreement.

29.15 Scope

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces any provisions on the same subject contained in any other agreement between the Parties, whether written or oral, prior to the Execution Date.

29.16 Counterpart Execution

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

29.17 Sovereign Immunity

Each of the Parties hereby waives any and all immunity from jurisdiction, investigation or enforcement that it may enjoy, and further waives any objection to arbitral proceedings being brought in accordance with the terms of this Agreement. If any Party has the power to claim the defences of “sovereign immunity” or “act of State”, or if a court grants such immunity to that Party, such Party hereby irrevocably waives such immunity.
IN WITNESS whereof this Agreement has been executed on the date first above written.

SINGAPORE LNG CORPORATION PTE. LTD.

By: ________________________________

Name: 

Title: 

[TERMINAL USER]

By: ________________________________

Name: 

Title: 
SCHEDULE 1
MEASUREMENTS AND TESTS FOR LNG

Part A: Measurements and Tests for LNG

1. MEASUREMENTS PERFORMED IN THE LOADING PORT

At Terminal Owner’s request, Terminal User shall provide it with the following information:

(a) a detailed description of the LNG sampling and LNG vaporisation method and characteristics of the equipment used;

(b) a detailed description of the chromatographic method used to analyse the LNG main components (hydrocarbons and nitrogen), including the calibration and characteristics of the equipment used;

(c) a detailed description of the chromatographic method used to analyse the LNG sulphur-based components (H₂S, COS, mercaptans, total sulphur) including the calibration and characteristics of the equipment used;

(d) a detailed description of the method used to detect mercury in LNG, including the calibration and characteristics of the equipment used;

(e) a detailed description of the method used to detect oxygen in LNG, including the calibration and characteristics of the equipment used;

(f) a detailed description of the method used to detect oxygen in LNG, including the calibration and characteristics of the equipment used; and

(g) traceability of reference standard products used for measurements, with certificates.

Part B: Measurements and Tests for LNG at Receipt Point

2. PARTIES TO SUPPLY DEVICES

2.1 General

Unless otherwise agreed, Terminal User and Terminal Owner shall supply equipment and conform to procedures that are in accordance with the latest appropriate International Organisation for Standards (“ISO”) documents.

2.2 Terminal User Devices

Terminal User or its agent shall supply, operate and maintain, or cause to be supplied, operated and maintained, suitable gauging devices for the liquid level in LNG tanks of the LNG Vessels, pressure and temperature measuring devices, and any other
measurement or testing devices which are incorporated in the structure of LNG Vessels or customarily maintained on board ship.

2.3 **Terminal Owner Devices**

Terminal Owner shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting samples and for determining quality and composition of the LNG and any other measurement or testing devices which are necessary to perform the measurement and testing required hereunder at the LNG Terminal.

2.4 **Dispute**

Any Dispute arising under this Schedule 1 shall be submitted to an Expert under clause 25 of the Agreement.

3. **SELECTION OF DEVICES**

3.1 All devices provided for in this Schedule 1 shall be approved by Terminal Owner, acting as a Reasonable and Prudent Operator.

3.2 The required degree of accuracy (which shall in any case be within the permissible tolerances defined herein and in the applicable standards referenced herein) of such devices selected shall be agreed upon by Terminal User and Terminal Owner.

3.3 In advance of the use of any device, the Party providing such device shall cause tests to be carried out to verify that such device has the degree of accuracy required by paragraph 3 of this Schedule 1.

4. **VERIFICATION OF ACCURACY AND CORRECTION FOR ERROR**

4.1 **Accuracy**

(a) Accuracy of devices used shall be tested and verified at the request of either Party, including the request by a Party to verify accuracy of its own devices.

(b) Each Party shall have the right to inspect at any time the measurement devices installed by the other Party; *provided, however*, that the other Party must be notified in advance. Testing shall be performed only when both Parties are represented, or have received adequate advance notice thereof, using methods recommended by the manufacturer or any other method agreed to by Terminal Owner and Terminal User.

(c) At the request of any Party, any test shall be witnessed and verified by an independent surveyor agreed upon by Terminal User and Terminal Owner.
(d) Permissible tolerances shall be as defined herein or as defined in the applicable standards referenced herein.

4.2 Inaccuracy

(a) Inaccuracy of a device exceeding the permissible tolerances shall require correction of previous recordings, and computations made on the basis of those recordings, to zero error with respect to any period which is definitely known or agreed upon by the Parties as well as adjustment of the device.

(b) All invoices issued during such period shall be amended accordingly to reflect such correction, and an adjustment in payment shall be made between Terminal User and Terminal Owner.

(c) If the period of error is neither known nor agreed upon, and there is no evidence as to the duration of such period of error, corrections shall be made and invoices amended for each receipt of LNG made during the last half of the period since the date of the most recent calibration of the inaccurate device.

(d) The provisions of paragraph 4 of this Schedule 1 shall not be applied to require the modification of any invoice that has become final pursuant to clause 14.13 of the Agreement.

4.3 Costs and Expenses of Test Verification

(a) All costs and expenses for testing and verifying Terminal Owner’s measurement devices shall be borne by Terminal Owner, and all costs and expenses for testing and verifying Terminal User’s measurement devices shall be borne by Terminal User.

(b) The fees and charges of independent surveyors for measurements and calculations shall be borne directly by Terminal User.

5. TANK GAUGE TABLES OF LNG VESSELS

5.1 Initial Calibration

(a) Terminal User shall:

(i) arrange or cause to be arranged, for each tank of each LNG Vessel, a calibration of volume against tank level; and

(ii) provide or cause to be provided to Terminal Owner or its designee, a certified copy of tank gauge tables for each tank of each LNG Vessel verified by a competent impartial authority or authorities agreed upon by the Parties.
(b) The tank gauge tables provided by Terminal User pursuant to paragraph 5.1(a)(ii) of this Schedule 1 shall include correction tables for list, trim, tank contraction and any other items requiring such tables for accuracy of gauging and shall indicate volumes in cubic metres expressed to the nearest thousandth (1/1000), with LNG tank depths expressed in metres to the nearest hundredth (1/100).

6. **Presence of Representatives**

Terminal Owner and Terminal User shall each have the right to have representatives present at the time each LNG tank on each LNG Vessel is volumetrically calibrated.

7. **Recalibration**

If the LNG tanks of any LNG Vessel suffer distortion of such nature as to create a reasonable doubt regarding the validity of the tank gauge tables described herein (or any subsequent calibration provided for herein), Terminal User or Terminal User’s agent shall recalibrate the damaged tanks, and the vessel shall not be employed as an LNG Vessel hereunder until appropriate corrections are made. If agreed between Terminal User and Terminal Owner’s representatives, recalibration of damaged tanks can be deferred until the next time when such damaged tanks are warmed for any reason, and any corrections to the prior tank gauge tables will be made from the time the distortion occurred. If the time of the distortion cannot be ascertained, the Parties shall agree on the time period for retrospective adjustments.

8. **UNITS OF MEASUREMENT AND CALIBRATION**

8.1 The Parties shall co-operate in the design, selection and acquisition of devices to be used for measurements and tests in order that all measurements and tests may be conducted in the SI system of units, except for the quantity delivered which is expressed in mmBtu, the Gross Heating Value (Volume Based) which is expressed in Btu/SCF and the pressure which is expressed in millibar and temperature in Celsius.

8.2 If it becomes necessary to make measurements and tests using a new system of units of measurements, the Parties shall establish agreed upon conversion tables.

9. **ACCURACY OF MEASUREMENT**

All measuring equipment must be maintained, calibrated and tested in accordance with the manufacturer’s recommendations. In the absence of a manufacturer’s recommendation, the minimum frequency of calibration shall be two (2) years, unless otherwise agreed between the Parties. Documentation of all tests and calibrations will be made available by the Party performing the same to the other Party. Acceptable accuracy and performance tolerances shall be as set out in this Schedule 1. The total uncertainty in measuring the LNG volume unloaded as a result of the gauging system measuring uncertainty, gauge tables and correction tables associated with each of the LNG Vessel’s tanks must be less than three tenths percent (0.3%).
10. GAUGING AND MEASURING LNG VOLUMES DELIVERED

10.1 Gauge Tables

Upon Terminal Owner’s representative and the independent surveyor, if present, arriving on board the LNG Vessel prior to the commencement of or during unloading, Terminal User or Terminal User’s representative shall make available to them a certified copy of tank gauge tables for each tank of the LNG Vessel.

10.2 Gauges

(a) The volume of LNG delivered pursuant to this Agreement, expressed in cubic metres, shall be determined by gauging the LNG in the tanks of the LNG Vessels before and after unloading. Each LNG Vessel’s tank shall be equipped with a minimum of two sets of level gauges, a main system dedicated to Cargo inspection operations and an emergency system, each set utilising a different measurement principle. Comparison of the two systems shall be performed from time-to-time to ensure compliance with the acceptable performance tolerances stated in this Agreement.

(b) The gauging procedures must comply with the recommendations of the current version of the LNG custody transfer handbook of the Liquefied Natural Gas Importers Group (GIIGNL). The various types of systems are:

(i) electrical capacitance type must comply with the recommendations of the standard ISO 8309;

(ii) float type must comply with the recommendations of the standard ISO 10574; and

(iii) radar type must comply with the recommendations of the standard ISO 13689.

10.3 Gauging Process

Gauging the liquid in the tanks of the LNG Vessels and measuring of liquid temperature, vapour temperature and vapour pressure in each LNG tank, trim and list of the LNG Vessels, and atmospheric pressure shall be performed, or caused to be performed, by Terminal User before and after unloading. Terminal Owner’s representative shall have the right to be present while all measurements are performed and shall verify the accuracy and acceptability of all such measurements. The initial gauging shall be made immediately before the commencement of unloading and upon securing the gas valve to the engine room. The final gauging shall take place immediately after the completion of unloading and before opening the gas valve to the engine room. The condition of the vessel’s manifold and associated deck piping must be the same at the time of each measurement (i.e., purged and drained).
10.4 **Records**

Copies of gauging and measurement records shall be furnished to Terminal Owner immediately upon completion of unloading.

10.5 **Gauging Liquid Level of LNG**

(a) Each LNG tank of the LNG Vessel shall be equipped with primary and secondary liquid level gauging devices and the measurement accuracy of the primary liquid level gauging devices and the secondary liquid level gauging devices shall each be plus or minus seven decimal five (±7.5) millimetres.

(b) The level of the LNG in each LNG tank of the LNG Vessel shall be gauged (to the nearest millimetre) using the primary gauging device.

(c) In the event that the primary gauging device fails and the secondary gauging device is used and its measurement accuracy exceeds plus or minus seven decimal five (±7.5) millimetres, especially on an old LNG Vessel, Terminal Owner and Terminal User shall agree upon a method to estimate the LNG volume unloaded.

(d) Five readings shall be made following the manufacturer’s recommendations on reading interval. The arithmetic average of the readings rounded to the nearest millimetre shall be deemed the liquid level.

(e) The level of the LNG in each LNG tank shall be logged or printed.

10.6 **Determination of Temperature**

(a) The temperature of the LNG and of the vapour space in each LNG tank of the LNG Vessel shall be measured by means of a number of temperature measuring devices. Terminal User shall cause each cargo tank in the LNG Vessel to be provided with a minimum of five temperature measuring devices. One such measuring device shall be located in the vapour space at the top of each LNG tank, one near the bottom of each LNG tank and the remainder uniformly distributed from the top to the bottom of the LNG tank. These devices shall be used to determine the average temperatures of the liquid cargo and the vapour in the LNG tank.

(b) In order to determine the temperature of liquid and vapour respectively in each LNG tank of the LNG Vessel one reading shall be taken at each temperature gauging device in each LNG tank. An arithmetic average of such readings rounded to the nearest one tenth of a degree Celsius (0.1°C) using two decimal places with respect to vapour and liquid in all LNG tanks shall be deemed the final temperature of the vapour and liquid respectively.
(c) The LNG temperature before unloading shall be determined as the arithmetic average of the measurements of the temperature all measuring devices immersed in the liquid.

(d) The average temperature of the vapour in an LNG Vessel shall be determined immediately before unloading by means of the temperature measuring devices located above the liquid phase at the same time as when the liquid level is measured. The temperature measuring devices shall be fully surrounded by the vapour. This determination shall be made by taking the temperature readings of the temperature measuring devices located above the liquid phase to the nearest one hundredth of a degree Celsius (0.01°C), and if more than one of the devices are fully surrounded by the vapour, by averaging those readings, and rounding to one decimal place.

(e) The measurement accuracy of the temperature gauging devices shall be as follows:

(i) in the temperature range of minus one hundred and sixty-five degrees Celsius (165°C) to minus one hundred and forty degrees Celsius (140°C), the accuracy shall be plus or minus zero decimal two degrees Celsius (± 0.2°C);

(ii) in the temperature range of minus one hundred and forty degrees Celsius (140°C) to minus one hundred and twenty degrees Celsius (120°C), the accuracy shall be plus or minus zero decimal three degrees Celsius (± 0.3°C); and

(iii) in the temperature range of minus one hundred and twenty degrees Celsius (120°C) to plus eighty degrees Celsius (80°C), the accuracy shall be plus or minus one decimal five (± 1.5) degrees Celsius.

(f) Temperatures shall be measured at the same time as the liquid level measurements and shall be logged or printed.

10.7 Determination of Pressure

(a) The measuring procedures for Pressure shall comply with the recommendations of the current version of the LNG custody transfer handbook of the GIIGNL.

(b) The pressure of the vapour in each LNG tank shall be determined by means of pressure measuring devices installed in each LNG tank of the LNG Vessels. The atmospheric pressure shall be determined by readings from the standard barometer installed in the LNG Vessels.

(c) Terminal User shall cause the LNG Vessel to be provided with pressure measuring equipment capable of determining the absolute pressure of the vapour.
in each LNG tank with an accuracy equal to or better than plus or minus one percent. (± 1%) of the measuring range.

(d) The pressure of the vapour in an LNG Vessel shall be determined immediately before unloading at the same time as when the liquid level is measured.

(e) The average pressure in the LNG tanks is determined before and after unloading as the arithmetic average of the pressure readings of all pressure measuring devices to the nearest millibar.

(f) Each LNG tank of the LNG Vessel shall have one absolute pressure gauging device in contact with the vapour phase.

(g) Pressures shall be measured at the same time as the liquid level measurements, and shall be logged or printed.

10.8 Determination of Density

(a) The LNG density shall be calculated using the revised Klosek-McKinley method as specified in paragraph 15.1 of this Schedule 1. Should any improved data, method of calculation or direct measurement device become available which is acceptable to both Terminal User and Terminal Owner, such improved data, method or device shall then be used. If density is determined by measurements, the results shall be measured at the same time as the liquid level measurements and shall be logged or printed.

(b) The reference conditions for the purposes of this paragraph 10.8 of this Schedule 1 shall be as follows:

volumetric measuring conditions: fifteen degrees Celsius (15°C) one decimal zero one three two five (1.01325) bar absolute (so-called “normal” conditions); and

combustion conditions: fifteen degrees Celsius (15°C) and one decimal zero one three two five (1.01325) bar absolute.

10.9 List and Trim Gauging Devices

(a) A list gauging device and a trim gauging device shall be installed. These shall be interfaced with the custody transfer system.

(b) The measurement accuracy of the list and the trim gauging devices shall be better than plus or minus zero decimal zero five (±0.05) degree for list and plus or minus zero decimal zero two (± 0.02) degree for trim.

11. SAMPLES FOR QUALITY ANALYSIS

11.1 General
Flow proportional representative liquid samples shall be collected from an appropriate point located as close as practical to the unloading line starting one (1) hour after full rate of unloading has been achieved and ending one (1) hour before ramp down of the vessels cargo pumps. Samples taken when biphasic or overheated LNG is suspected to be in the main transfer line will be disregarded. These incremental samples will be passed through a vaporiser, and samples of the vaporised liquid will be analysed. The resulting analyses, which are proportional to time, will be mathematically flow rate weighted to yield an analysis that is representative of the unloaded Cargo. This flow rate weighted analysis shall be used for all appropriate calculations associated with the delivered Cargo. Should the automatic sampling system fail during the unloading, manual samples shall be collected and analysed for accounting purposes.

11.2 Manual Samples

(a) During the unloading a minimum of three (3) spot samples shall be collected from the vaporiser. They should be collected when the vessel is twenty-five percent (25%), fifty percent (50%) and seventy-five percent (75%) unloaded. Spot samples shall be collected in accordance with the ISO 8943 standard. The samples shall be properly labelled and Terminal Owner shall retain samples for a period of thirty (30) days, unless the analysis is in dispute. If the analysis is in dispute, the sample will be retained until the dispute is resolved.

(b) Sampling and analysis methods and procedures that differ from the above may be employed with the agreement of the Parties.

12. QUALITY ANALYSIS

12.1 Certification and Deviation

Calibration gas for the Chromatograph shall be provided and the composition certified by an independent third-party. The calibration gas must have a similar composition and contain all components found in the Regasified LNG. If the deviation during a calibration exceeds the limitations specified in the latest version of GIIGNL, both Parties will meet to discuss the appropriate action concerning any previous analysis.

12.2 Chromatography

(a) Terminal Owner shall analyse the components of the LNG by chromatography in gaseous phase in accordance with the current ISO 6974 standard.

(b) The chromatograph or other analytical instrument used in gaseous phase is calibrated in accordance with the current ISO 10723 standard. Terminal User can request a calibration be performed before each delivery of LNG and request a representative of the Terminal User be present to witness the calibration.
(c) Terminal Owner shall perform a re-calibration at least once every six (6) months, or following any check having revealed a non-conformity, or after a maintenance action having required the instrument to be stopped.

(d) Terminal Owner shall give advance notice to Terminal User of the time Terminal Owner intends to conduct any calibration and Terminal User shall have the right to have a representative present at each such calibration; provided, however, that Terminal Owner will not be obliged to defer or reschedule any calibration in order to permit the representative of Terminal User to be present.

12.3 **Analysis of Trace Elements**

(a) Sulphur-based compounds shall be analysed in accordance with the ISO 19739 standard.

(b) Mercury shall be analysed in accordance with the Parts I, II and III of the ISO 6978 standard.

(c) The methods described in these standards may be tailored according to the measuring instruments available and the recommendations of the suppliers of such instruments.

13. **OPERATING PROCEDURES**

13.1 **Notice**

Prior to conducting operations for measurement, gauging, sampling and analysis provided in this Schedule 1, the Party responsible for such operations shall notify the appropriate representatives of the other Party, allowing such representatives reasonable opportunity to be present for all operations and computations; provided, however, that the absence of the other Party’s representative after notification and opportunity to attend shall not prevent any operations and computations from being performed.

13.2 **Independent Surveyor**

At the request of either Party any measurement, gauging, sampling and analysis shall be witnessed and verified by an independent surveyor agreed upon by Terminal User and Terminal Owner. The results of such surveyor’s verifications shall be made available promptly to each Party.

13.3 **Preservation of Records**

All records of measurement and the computed results shall be preserved by the Party responsible for taking the same, or causing the same to be taken, and made available to the other Party for a period of not less than three (3) years after such measurement and computation.
14. QUANTITIES DELIVERED

14.1 Calculation of mmBtu Quantities

The quantity of mmBtus delivered shall be calculated by Terminal Owner and verified by Terminal User. Either Party may, at its own expense, require the measurements and calculations and/or their verification by an independent surveyor, agreed upon by the Parties. Consent to an independent surveyor proposed by a Party shall not be unreasonably withheld by the other Party.

14.2 Determination of Gross Heating Value

All component values shall be in accordance with the latest revision of ISO 6976 and the latest revision of the reference standards therein.

14.3 Determination of Volume of LNG Unloaded

(a) The LNG volume in the tanks of the LNG Vessel before and after unloading (valves have to be closed) shall be determined by gauging on the basis of the tank gauge tables provided for in paragraph 5 of this Schedule 1. The volume of LNG remaining in the tanks after unloading of the LNG Vessel shall be subtracted from the volume before unloading and the resulting volume shall be taken as the volume of the LNG delivered from the LNG Vessel.

(b) The volume of LNG stated in cubic metres to the nearest thousandths (0.001) cubic metre, shall be determined by using the tank gauge tables and by applying the volume corrections set forth therein.

(c) Gas returned to the LNG Vessel during unloading shall not be deemed to be volume unloaded and will be taken into account for the energy delivered calculations.

(d) If an LNG Vessel’s primary and secondary gauging measurement systems fail, both parties will meet and agree on an alternative method of determining the quantity delivered.

15. CALCULATIONS

The calculation procedures contained in this paragraph 15 of this Schedule 1 are generally in accordance with the latest version of ISO 6578.

\[ d = \text{density of LNG unloaded at the prevailing composition and temperature } T_1 \text{ in kg/m}^3, \text{ rounded to two decimal places, calculated according to the method specified in paragraph 15.1 of this Schedule 1.} \]
<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$H_i$</td>
<td>gross heating value (mass based) of component “i” in MJ/kg, in accordance with paragraph 15.6(a) of this Schedule 1.</td>
</tr>
<tr>
<td>$H_m$</td>
<td>gross heating value (mass based) of the LNG unloaded in MJ/kg, calculated in accordance with the method specified in paragraph 15.3 of this Schedule 1 rounded to four decimal places.</td>
</tr>
<tr>
<td>$H_v$</td>
<td>gross heating value (volume based) of the LNG unloaded in Btu/SCF, calculated in accordance with the method specified in paragraph 15.5 of this Schedule 1.</td>
</tr>
<tr>
<td>$K_1$</td>
<td>volume correction in m³/kmol, at temperature $T_1$, obtained by linear interpolation from paragraph 15.6(c) of this Schedule 1, rounded to six decimal places.</td>
</tr>
<tr>
<td>$K_2$</td>
<td>volume correction in m³/kmol, at temperature $T_1$ obtained by linear interpolation from paragraph 15.6(d) of this Schedule 1, rounded to six decimal places.</td>
</tr>
<tr>
<td>$M_i$</td>
<td>molecular mass of component “i” in kg/kmol, in accordance with paragraph 15.6(a) of this Schedule 1.</td>
</tr>
<tr>
<td>$P$</td>
<td>average absolute pressure of vapour in an LNG Vessel immediately after unloading, in millibars, rounded to a whole millibar.</td>
</tr>
<tr>
<td>$Q$</td>
<td>number of mmBtu contained in the LNG delivered, rounded to the nearest ten mmBtu.</td>
</tr>
<tr>
<td>$T_1$</td>
<td>average temperature of the liquid cargo in the LNG Vessel immediately before unloading, in degrees Celsius, rounded to one decimal place.</td>
</tr>
<tr>
<td>$T_v$</td>
<td>average temperature of the vapour in an LNG Vessel immediately after unloading, in degrees Celsius, rounded to one decimal place.</td>
</tr>
<tr>
<td>$V$</td>
<td>the volume of the liquid cargo unloaded, in cubic metres, rounded to three decimal places.</td>
</tr>
<tr>
<td>$V_h$</td>
<td>the volume of the liquid cargo in an LNG Vessel immediately after unloading, in cubic metres, rounded to three decimal places.</td>
</tr>
<tr>
<td>$V_b$</td>
<td>the volume of the liquid cargo in an LNG Vessel immediately before unloading, in cubic metres, rounded to three decimal places.</td>
</tr>
</tbody>
</table>
Vi = molar volume of component “i” at temperature T1, in m³/kmol, obtained by linear interpolation from paragraph 15.6(b) of this Schedule 1, rounded to six decimal places.

Xi = molar fraction of component “i” of the LNG samples taken from the receiving line, rounded to four decimal places, determined by gas chromatographic analysis.

Xm = the value of Xi for methane.

Xn = the value of Xi for nitrogen.

37.7 Heating value of the vapour (assumed to be 100% of methane) stated in MJ/m³ at standard reference conditions (15 °C, 1.01325 bar) for both combustion & metering references.

15.1 Density Calculation Formula

The density of the LNG unloaded which is used in the mmBtu calculation in paragraph 15.4 of this Schedule 1 shall be calculated from the following formula derived from the revised Klosek-McKinley method:

\[ d = \frac{\sum (Xi \times Mi)}{\sum (Xi \times Vi - \frac{K1 + \frac{(K2 - K1) \times Xn}{0.0425}}{Xm}) \times Xm} \]

In the application of the above formula, no intermediate rounding shall be made if the accuracy of “d” is thereby affected.

15.2 Calculation of Volume Delivered

The volume, in cubic metres, of each LNG Cargo unloaded shall be calculated by using the following formula:

\[ V = Vb - Vh \]

15.3 Calculation of Gross Heating Value (Mass Based)

The gross heating value (mass based), in MJ/kg, of each LNG Cargo unloaded shall be calculated by using the following formula:

\[ Hm = \frac{\sum (Xi \times Mi \times Hi)}{\sum (Xi \times Mi)} \]

15.4 mmBtu Calculation of the Quantity of LNG Unloaded
The number of mmBtu contained in the LNG unloaded shall be calculated using the following formula:

\[ Q = \frac{1}{1055.12} \times \left\{ (V \times d \times H_m) - (V \times \frac{288.15}{273.15 + T} \times \frac{P}{1013.25} \times 37.7) \right\} \]

The derivation of the conversion factor 1/1055.12 in the formula in this paragraph 15.4 of this Schedule 1 for the conversion of MJ into mmBtu is obtained from GPA-2145:2009 as follows:

(a) \( q(T,P) \) means the gross heating value (measured at temperature T and pressure P), contained in a given quantity of Gas;

(b) \( q(60^\circ F, 14.696 \text{ psia}) \) in MJ = 1/1.00006 x \( q(15^\circ C, 1013.25 \text{ millibar}) \) in MJ;

(c) 1 mmBtu corresponds to 1055.06 MJ;

(d) \( q(60^\circ F, 14.696 \text{ psia}) \) in mmBtu = 1/1055.06 x \( q(60^\circ F, 14.696 \text{ psia}) \) in MJ; and

(e) Combining (b) and (d) above yields:

\[ q(60^\circ F, 14.696 \text{ psia}) \text{ in mmBtu} = 1/1055.12 \times q(15^\circ C, 1013.25 \text{ millibar}) \text{ in MJ}. \]

Hence the number of MJ derived shall be divided by 1055.12 to obtain the number of mmBtu for invoicing purposes.

15.5 Calculation of Gross Heating Value (Volume Based)

The calculation of the Gross Heating Value (Volume Based) in Btu/SCF shall be derived from the same compositional analysis as is used for the purposes of calculating the Gross Heating Value (Mass Based) \( H_m \) and the following formula shall apply:

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

The derivation of the conversion factor 1.13285 for the conversion of MJ/kmol into Btu/SCF is obtained as follows:

(a) molar gross heating value = \( \sum (X_i \times M_i \times H_i) \text{ MJ/kmol} \);

(b) 1 kmol = 2.20462 lbmol;

(c) 1 lbmol = 379.482 SCF;

(d) hence 1 kmol = 836.614 SCF; and

(e) \( H_v = 1,000,000/(1055.12 \times 836.614) \times \sum (X_i \times M_i \times H_i) \text{ Btu/SCF} \); or
\[ Hv = 1.13285 \times \sum (X_i \times M_i \times Hi) \text{ Btu/SCF} \]

### 15.6 Data

(a) Values of \( Hi \) and \( M_i \)

<table>
<thead>
<tr>
<th>Component</th>
<th>( Hi ) (in MJ/kg)</th>
<th>( M_i ) (in kg/kmol)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methane</td>
<td>55.575</td>
<td>16.0425</td>
</tr>
<tr>
<td>Ethane</td>
<td>51.951</td>
<td>30.0690</td>
</tr>
<tr>
<td>Propane</td>
<td>50.369</td>
<td>44.0956</td>
</tr>
<tr>
<td>Iso-Butane</td>
<td>49.388</td>
<td>58.1222</td>
</tr>
<tr>
<td>N-Butane</td>
<td>49.546</td>
<td>58.1222</td>
</tr>
<tr>
<td>Iso-Pentane</td>
<td>48.950</td>
<td>72.1488</td>
</tr>
<tr>
<td>N-Pentane</td>
<td>49.045</td>
<td>72.1488</td>
</tr>
<tr>
<td>N-Hexane</td>
<td>48.715</td>
<td>86.1754</td>
</tr>
<tr>
<td>Nitrogen</td>
<td>0</td>
<td>28.0134</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
<td>44.0095</td>
</tr>
<tr>
<td>Oxygen</td>
<td>0</td>
<td>31.9988</td>
</tr>
</tbody>
</table>

Source: GPA Publication 2145:2009: “Physical Properties for Hydrocarbons and other Compounds of Interest to the Natural Gas Industry”.

(b) Values of \( Vi \) (cubic metre/kmol)

<table>
<thead>
<tr>
<th>Temperature</th>
<th>-150°C</th>
<th>-154°C</th>
<th>-158°C</th>
<th>-160°C</th>
<th>-162°C</th>
<th>-166°C</th>
<th>-170°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methane</td>
<td>0.039579</td>
<td>0.038983</td>
<td>0.038419</td>
<td>0.038148</td>
<td>0.037884</td>
<td>0.037375</td>
<td>0.036890</td>
</tr>
<tr>
<td>Ethane</td>
<td>0.048805</td>
<td>0.048455</td>
<td>0.048111</td>
<td>0.047942</td>
<td>0.047774</td>
<td>0.047442</td>
<td>0.047116</td>
</tr>
<tr>
<td>Propane</td>
<td>0.063417</td>
<td>0.063045</td>
<td>0.062678</td>
<td>0.062497</td>
<td>0.062316</td>
<td>0.061957</td>
<td>0.061602</td>
</tr>
<tr>
<td>Iso-Butane</td>
<td>0.079374</td>
<td>0.078962</td>
<td>0.078554</td>
<td>0.078352</td>
<td>0.078151</td>
<td>0.077751</td>
<td>0.077356</td>
</tr>
<tr>
<td>N-Butane</td>
<td>0.077847</td>
<td>0.077456</td>
<td>0.077068</td>
<td>0.076876</td>
<td>0.076684</td>
<td>0.076303</td>
<td>0.075926</td>
</tr>
<tr>
<td>Iso-Pentane</td>
<td>0.092817</td>
<td>0.092377</td>
<td>0.091939</td>
<td>0.091939</td>
<td>0.091504</td>
<td>0.091071</td>
<td>0.090641</td>
</tr>
<tr>
<td>N-Pentane</td>
<td>0.092643</td>
<td>0.092217</td>
<td>0.091794</td>
<td>0.091583</td>
<td>0.091373</td>
<td>0.090953</td>
<td>0.090535</td>
</tr>
<tr>
<td>N-Hexane</td>
<td>0.106020</td>
<td>0.105570</td>
<td>0.105122</td>
<td>0.104899</td>
<td>0.104677</td>
<td>0.104236</td>
<td>0.103800</td>
</tr>
<tr>
<td>Nitrogen</td>
<td>0.055877</td>
<td>0.051921</td>
<td>0.048488</td>
<td>0.046995</td>
<td>0.045702</td>
<td>0.043543</td>
<td>0.041779</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0.027950</td>
<td>0.027650</td>
<td>0.027300</td>
<td>0.027200</td>
<td>0.027000</td>
<td>0.026700</td>
<td>0.026400</td>
</tr>
<tr>
<td>Oxygen</td>
<td>0.03367</td>
<td>0.03275</td>
<td>0.03191</td>
<td>0.03151</td>
<td>0.03115</td>
<td>0.03045</td>
<td>0.02980</td>
</tr>
</tbody>
</table>


Note: For intermediate values of temperature and molecular mass a linear interpolation shall be applied.

(c) Values of Volume Correction Factor, \( K_i \) (cubic metre/kmol)

---

Schedule 1 Page 15
<table>
<thead>
<tr>
<th>Molecular Mass of Mixture</th>
<th>-150°C</th>
<th>-154°C</th>
<th>-158°C</th>
<th>-160°C</th>
<th>-162°C</th>
<th>-166°C</th>
<th>-170°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.0</td>
<td>-0.000012</td>
<td>-0.000010</td>
<td>-0.000009</td>
<td>-0.000009</td>
<td>-0.000008</td>
<td>-0.000007</td>
<td>-0.000007</td>
</tr>
<tr>
<td>16.5</td>
<td>0.000135</td>
<td>0.000118</td>
<td>0.000106</td>
<td>0.000100</td>
<td>0.000094</td>
<td>0.000086</td>
<td>0.000078</td>
</tr>
<tr>
<td>17.0</td>
<td>0.000282</td>
<td>0.000245</td>
<td>0.000221</td>
<td>0.000209</td>
<td>0.000197</td>
<td>0.000179</td>
<td>0.000163</td>
</tr>
<tr>
<td>17.2</td>
<td>0.000337</td>
<td>0.000293</td>
<td>0.000261</td>
<td>0.000248</td>
<td>0.000235</td>
<td>0.000214</td>
<td>0.000195</td>
</tr>
<tr>
<td>17.4</td>
<td>0.000392</td>
<td>0.000342</td>
<td>0.000301</td>
<td>0.000287</td>
<td>0.000274</td>
<td>0.000250</td>
<td>0.000228</td>
</tr>
<tr>
<td>17.6</td>
<td>0.000447</td>
<td>0.000390</td>
<td>0.000342</td>
<td>0.000327</td>
<td>0.000312</td>
<td>0.000286</td>
<td>0.000260</td>
</tr>
<tr>
<td>17.8</td>
<td>0.000502</td>
<td>0.000438</td>
<td>0.000382</td>
<td>0.000366</td>
<td>0.000351</td>
<td>0.000321</td>
<td>0.000293</td>
</tr>
<tr>
<td>18.0</td>
<td>0.000557</td>
<td>0.000486</td>
<td>0.000422</td>
<td>0.000405</td>
<td>0.000389</td>
<td>0.000357</td>
<td>0.000325</td>
</tr>
<tr>
<td>18.2</td>
<td>0.000597</td>
<td>0.000526</td>
<td>0.000460</td>
<td>0.000441</td>
<td>0.000423</td>
<td>0.000385</td>
<td>0.000349</td>
</tr>
<tr>
<td>18.4</td>
<td>0.000637</td>
<td>0.000566</td>
<td>0.000499</td>
<td>0.000477</td>
<td>0.000456</td>
<td>0.000419</td>
<td>0.000373</td>
</tr>
<tr>
<td>18.6</td>
<td>0.000677</td>
<td>0.000605</td>
<td>0.000537</td>
<td>0.000513</td>
<td>0.000489</td>
<td>0.000440</td>
<td>0.000397</td>
</tr>
<tr>
<td>18.8</td>
<td>0.000717</td>
<td>0.000645</td>
<td>0.000575</td>
<td>0.000548</td>
<td>0.000523</td>
<td>0.000467</td>
<td>0.000421</td>
</tr>
<tr>
<td>19.0</td>
<td>0.000757</td>
<td>0.000685</td>
<td>0.000613</td>
<td>0.000584</td>
<td>0.000556</td>
<td>0.000494</td>
<td>0.000445</td>
</tr>
<tr>
<td>19.2</td>
<td>0.000800</td>
<td>0.000724</td>
<td>0.000649</td>
<td>0.000619</td>
<td>0.000589</td>
<td>0.000526</td>
<td>0.000474</td>
</tr>
<tr>
<td>19.4</td>
<td>0.000844</td>
<td>0.000763</td>
<td>0.000685</td>
<td>0.000653</td>
<td>0.000622</td>
<td>0.000558</td>
<td>0.000503</td>
</tr>
<tr>
<td>19.6</td>
<td>0.000888</td>
<td>0.000803</td>
<td>0.000721</td>
<td>0.000688</td>
<td>0.000655</td>
<td>0.000590</td>
<td>0.000532</td>
</tr>
<tr>
<td>19.8</td>
<td>0.000932</td>
<td>0.000842</td>
<td>0.000757</td>
<td>0.000722</td>
<td>0.000688</td>
<td>0.000622</td>
<td>0.000561</td>
</tr>
<tr>
<td>20.0</td>
<td>0.000976</td>
<td>0.000881</td>
<td>0.000793</td>
<td>0.000757</td>
<td>0.000721</td>
<td>0.000654</td>
<td>0.000590</td>
</tr>
<tr>
<td>25.0</td>
<td>0.001782</td>
<td>0.001619</td>
<td>0.001475</td>
<td>0.001407</td>
<td>0.001339</td>
<td>0.001220</td>
<td>0.001116</td>
</tr>
<tr>
<td>30.0</td>
<td>0.002238</td>
<td>0.002043</td>
<td>0.001867</td>
<td>0.001790</td>
<td>0.001714</td>
<td>0.001567</td>
<td>0.001435</td>
</tr>
</tbody>
</table>


Note 1: Molecular mass of mixture equals \( \sum (X_i \times M_i) \).

Note 2: For intermediate values of temperature and molecular mass a linear interpolation shall be applied.

(d) Values of Volume Correction Factor, \( K_2 \) (cubic metre/kmol)
<table>
<thead>
<tr>
<th>Molecular Mass of Mixture</th>
<th>-150°C</th>
<th>-154°C</th>
<th>-158°C</th>
<th>-160°C</th>
<th>-162°C</th>
<th>-166°C</th>
<th>-170°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.6</td>
<td>0.001526</td>
<td>0.001302</td>
<td>0.001078</td>
<td>0.000992</td>
<td>0.000908</td>
<td>0.000765</td>
<td>0.000652</td>
</tr>
<tr>
<td>19.8</td>
<td>0.001573</td>
<td>0.001342</td>
<td>0.001118</td>
<td>0.001029</td>
<td>0.000941</td>
<td>0.000794</td>
<td>0.000681</td>
</tr>
<tr>
<td>20.0</td>
<td>0.0016119</td>
<td>0.001382</td>
<td>0.001158</td>
<td>0.001065</td>
<td>0.000973</td>
<td>0.000823</td>
<td>0.000709</td>
</tr>
<tr>
<td>25.0</td>
<td>0.002734</td>
<td>0.002374</td>
<td>0.002014</td>
<td>0.001893</td>
<td>0.001777</td>
<td>0.001562</td>
<td>0.001383</td>
</tr>
<tr>
<td>30.0</td>
<td>0.003723</td>
<td>0.003230</td>
<td>0.002806</td>
<td>0.002631</td>
<td>0.002459</td>
<td>0.002172</td>
<td>0.001934</td>
</tr>
</tbody>
</table>


Note 1: Molecular mass of mixture equals $\sum (x_i \times M_i)$.

Note 2: For intermediate values of temperature and molecular mass a linear interpolation shall be applied.
SCHEDULE 2
MEASUREMENTS AND TESTS FOR REGASIFIED LNG

1. GENERAL

1.1 Terminal Owner’s measurement of Gas at the LNG Terminal Metering Station shall be conducted in accordance with the procedures set out in paragraph 5, the composition of such Gas shall be analysed according to the procedures set out in paragraph 6 and the pressure of such Gas shall be measured in accordance with the procedures set out in paragraph 8. For the purposes of this Schedule 2, “LNG Terminal Metering Station” shall mean the metering and pressure measurement facilities owned and operated by Terminal Owner located before the Delivery Points at or near the outlet of the LNG Terminal. The LNG Terminal Metering Station shall be the sole source of measurement of the quantities of Gas delivered to an End User.

1.2 All measuring and testing equipment, housings, devices and materials, together with all related equipment and appliances required to measure and test the flow of Gas at the LNG Terminal Metering Station as provided for in paragraph 1.1 shall be provided, operated and maintained by, or on behalf of, Terminal Owner in accordance with the standard of a Reasonable and Prudent Operator.

1.3 Terminal Owner will be responsible for preserving, or procuring the preservation of, all original test data charts and other similar records for a period of seven (7) years following a calibration of the LNG Terminal Metering Station, and shall make copies thereof available to Terminal User.

2. ACCURACY OF EQUIPMENT

2.1 Terminal Owner’s LNG Terminal Metering Station shall operate at an accuracy of within plus or minus one percent (± 1%) over the range of energy flow rates that may occur under anticipated operating conditions at the LNG Terminal Metering Station and the Delivery Points respectively.

2.2 Calibration checks shall be carried out on the LNG Terminal Metering Station (using calibration check methods and procedures as described in paragraph 5.5) each Month during the six (6) Month period following the Services Effective Date and thereafter, once in every period of three (3) Months (or, if agreed between the Parties, once in every period of six (6) Months) and, at other times, if so requested by Terminal User.

2.3 The results of any calibration check shall be binding upon Terminal Owner and Terminal User, unless such calibration checks have been disputed; provided, however, that the results of such disputed calibration check shall remain binding on Terminal Owner and Terminal User until the disputed calibration check is resolved in accordance with paragraph 4.
2.4 At any initial calibration, Terminal Owner shall ensure that each component of the LNG Terminal Metering Station is adjusted to operate centrally and accurately in accordance with the provisions of paragraph 5.5. In the case of ultrasonic meters, this adjustment shall be applied as an off-line correction factor within the station master computer or, if such an adjustment is not possible, the Parties shall meet to discuss in good faith and seek to agree amendments to the LNG Terminal Metering Station or procedures which are appropriate in all the circumstances. If the Parties are unable to agree on the appropriate amendments and procedures, paragraph 4 shall apply.

2.5 Accuracy of devices comprising the LNG Terminal Metering Station shall be tested and verified at the request of either Party, including the request by a Party to verify accuracy of its own devices. Each Party shall have the right to inspect at any time the measurement devices installed by the other Party; provided, however, that the other Party is notified in advance. Testing shall be performed only when both Parties are represented, or have received adequate advance notice thereof, using methods recommended by the manufacturer or any other method agreed to by Terminal Owner and Terminal User.

3. CORRECTION OF DEFECTS

If at any time any component of the LNG Terminal Metering Station is found to be either (a) out of service or (b) registering outside the limits of accuracy agreed in accordance with paragraph 2.1 (a “Defective Component”), Terminal Owner shall replace the Defective Component with a fully certified, calibrated, serviceable component as soon as reasonably practicable. Unless Terminal User and Terminal Owner agree otherwise, the following provisions shall apply with regard to earlier readings affected by the Defective Component:

(a) no correction shall be made in respect of readings made during the period before the immediately preceding verification of the Defective Component;

(b) if the time at which the Defective Component became defective can be established, then readings affected thereby shall be corrected with effect from that time in accordance with this paragraph 3; and

(c) if the time at which the Defective Component became defective cannot be established, then the time which has elapsed since the immediately preceding verification shall be divided into two (2) equal periods and it shall be assumed that the Defective Component operated accurately throughout the first period. In respect of the second period, Terminal Owner shall correct the readings by taking the following actions in the following order of priority:

(i) first, identifying such components of the LNG Terminal Metering Station (if any) as are registering accurately within the limits agreed in accordance with paragraph 2.1; provided, however, that in respect of those components not registering accurately, then:
(ii) second, to the extent that the percentage of such error is ascertainable, correcting the error to the satisfaction of the Parties by calibration test or mathematical calculation; provided, however, that if the percentage of such error is not ascertainable, then:

(iii) third, estimating the quantity of Gas delivered by reference to any check meters operating during the most recent period when the Defective Component was registering accurately and Nominated Quantities were within plus or minus one percent (±1%) of the Nominated Quantities during the period in which the Defective Component was registering inaccurately.

4. DISPUTES

The Parties shall meet to discuss in good faith and to endeavour to settle any dispute which may arise with regard to the application of the provisions of this paragraph 4 or the measurement of the quantity or pressure of Gas to be measured in accordance with this Schedule 2 as soon as possible after notice of the dispute has been given. If, within ninety (90) Days after receipt of such notice the Parties have been unable to resolve the dispute, then the matter may be referred to an Expert for determination in accordance with clause 25 of the Agreement and the Arbitration Agreement at the request of either Party.

5. GAS FLOW MEASUREMENT PROCEDURE

5.1 Conversion

Where a conversion between metric and imperial units is desired by either Party, the following conversion factors shall be used:

\[ 1 \text{ m}^3 \text{ (MSC)} = 35.220 \text{ ft}^3 \text{ (INT,dry)} \]
\[ 1 \text{ MJ/m}^3 \text{ (MSC)} = 26.856 \text{ Btu/ft}^3 \text{ (INT,dry)} \]
\[ 1 \text{ tonne (1000 kg)} = 2204.62 \text{ lb} \]

5.2 Quantity Measurement

The quantity of Gas passing through the LNG Terminal Metering Station shall, subject to the provisions of paragraph 5.3, be determined by automatic computation equipment incorporating suitable recording devices for the measurement and calculation (at such discrete intervals of time as are reasonably within the capabilities of dedicated, continuous, measuring instruments of standard manufacture and standard flow computer equipment acceptable to the Parties) of:

(a) the actual volume flowrate (“Qv”) in cubic feet per second (calculated by multiplying the actual velocity of gas (“V”) at line conditions (measured in feet
per second by the multipath ultrasonic flowmeter(s)) by the temperature corrected, fully certified, cross sectional area ("CSA") of the ultrasonic flowmeters measurement section in square feet:

\[ Q_v = V \times CSA; \]

(b) the Gas line density \( (\rho_l) \) in pound force per cubic feet at the conditions prevailing within the body of the ultrasonic meter calculated from measured line pressure and temperature and using the information measured by on-line gas chromatograph and equation of state (AGA 8) to derive the line compressibility factor;

(c) the Gas base density \( (\rho_b) \) in pound force per cubic foot calculated using ISO 6976:2005 and using the information measured by on-line gas chromatograph at Atmospheric Pressure;

(d) the Gas gauge pressure measured in pounds force per square inch at the ultrasonic meter;

(e) the Calorific Value ("CV") shall be: the Gross Heating Value in Btu calculated using the formulae contained in ISO 6976:2005 and from the measurements made by on-stream Gas chromatography; and

(f) Gas temperature measured in degrees Fahrenheit ("F") at the ultrasonic meter.

If the measurements specified in paragraphs 5.2(a)-(f) are determined in units other than those specified above, then the conversion factors specified in paragraph 5.1 shall be applied such that the measurements are converted into the specified units.

The installation of the ultrasonic meter referred to in this paragraph 5.2 and the calculations and definitions referred to in paragraphs 5.2(a)-(f) shall be in accordance with that AGA-3 part 2, API MPMS Chapter 14 and AGA-8:1224 (as applicable); provided, however, that such standards and reports shall be replaced by any other standard(s) for the more accurate measurement of the flow of natural gas which may after the date of this Agreement be:

(g) required by applicable international standards, law or regulations; or

(h) agreed by the Parties.

5.3 Flow Measurement

For the flow of Gas measured by a single ultrasonic metering tube:

(a) the instantaneous mass flow rate ("Qm") at which dry natural gas is flowing measured in pounds per second shall be calculated from the formula:

\[ Q_m = Q_v \times (\rho_l) \]
(b) the instantaneous standard volume flow rate (“Qsv”) at which dry natural gas is flowing measured in cubic feet per second shall be calculated from the formula:
\[ Qsv = \frac{Qm}{\rho b} \]

(c) the instantaneous energy flow rate (“Qe”) at which dry natural gas is flowing measured in Btu per second shall be calculated from the formula:
\[ Qe = Qsv \times CV. \]

5.4 Measurement in Parallel

If the flow of Gas is being measured by more than one (1) ultrasonic meter and the metering tubes are operating in parallel, the sum of the integrated instantaneous rates at which Gas is flowing through each metering tube in use as determined in accordance with paragraph 5.3 shall be used in determining the quantities of Gas flowing during each Nomination Period.

5.5 Periodic Calibration Check

The periodic calibration check methods for LNG Terminal Metering Stations shall be agreed from time to time by the Parties. An initial periodic calibration check procedure shall be provided and implemented by Terminal Owner at any calibration check at the LNG Terminal Metering Station. As part of the procedure, calibration checks shall be agreed to and the procedure shall provide that any component of the LNG Terminal Metering Station which is reading outside the calibration limits at any point in its range shall be replaced with a fully certified, calibrated component.

5.6 Flow Rate Within Operating Range

Terminal Owner shall ensure that Gas flow through the LNG Terminal Metering Station is always at a rate which is within the operating range of the LNG Terminal Metering Station.

5.7 Standards and Publications

Each standard or publication referred to in this Schedule 2 shall, if acceptable to Seller, be replaced by the relevant ISO Standards.

6. GAS ANALYSIS BY ON-STREAM CHROMATOGRAPHY

6.1 A component analysis of the Gas at the LNG Terminal Metering Station shall be continuously computed from samples taken by continuously operating sample lines connected to the Gas stream by two (2) automatic on-stream chromatographs, incorporating suitable recording devices and with a measurement cycle time of no more than twelve (12) minutes.

6.2 Each such chromatograph and other relevant equipment shall be of standard manufacture acceptable to the Parties.
6.3 Each on-stream chromatograph shall be connected to the Gas stream via a multi-
stage pressure let down and sampling conditioning system designed to have a
maximum sample response time of less than ten (10) minutes complete with heat
tracing, as required, to ensure that the final sample entering each on-stream
chromatograph remains fully representative of the gas stream and in a fully
gaseous state.

6.4 The design of each on-stream chromatograph shall be suitable for the analysis of
Gas and shall be adequate to separate and measure the components within the
following minimum component ranges:

<table>
<thead>
<tr>
<th>Component</th>
<th>Mol Percent Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen</td>
<td>0.1 – 12.0</td>
</tr>
<tr>
<td>carbon dioxide</td>
<td>0.2 – 12.0</td>
</tr>
<tr>
<td>Methane</td>
<td>50.0 – 100.0</td>
</tr>
<tr>
<td>Ethane</td>
<td>0.0 – 20.0</td>
</tr>
<tr>
<td>Propane</td>
<td>0.0 – 15.0</td>
</tr>
<tr>
<td>i – butane</td>
<td>0.0 – 2.0</td>
</tr>
<tr>
<td>n – butane</td>
<td>0.0 – 4.0</td>
</tr>
<tr>
<td>i – pentane</td>
<td>0.0 – 1.0</td>
</tr>
<tr>
<td>n – pentane</td>
<td>0.0 – 1.0</td>
</tr>
<tr>
<td>Hexanes +</td>
<td>0.0 – 1.0</td>
</tr>
</tbody>
</table>

6.5 Each on-stream chromatograph shall automatically self-calibrate at appropriate
intervals with a fully certified and traceable calibration gas standard prepared by
gravimetric means which shall contain, as a minimum, nitrogen, carbon dioxide,
methane, ethane, propane, in each case in the proportions likely to occur in the
Gas stream. These component ratios shall be reviewed from time to time to ensure
they remain representative.

6.6 For the purpose of defining limits of accuracy of each on-stream chromatograph
in accordance with paragraphs 2 and 3, the normalised result for a discrete
analysis performed by each of the on-stream chromatographs shall agree with the
reading taken over the same period of time from the other on-stream
chromatograph.

(a) Each on-stream chromatograph shall, at the LNG Terminal Metering Station,
calculate the CV as required by the provisions of paragraph 5.2(e). The Hexanes
+ fraction shall be determined every six (6) Months (or at such frequency as may
be agreed by the Parties from time to time) by analysis of the composition at an approved laboratory.

(b) Each on-stream chromatograph shall, in respect of each Nomination Period, calculate a composition in molar percentage of the components described in paragraph 6.4. This composition shall be the time weighted average of the analyses accumulated during such Nomination Period.

7. HYDROCARBON DEWPOINT ANALYSIS AND VERIFICATION

Hydrocarbon dewpoint analysis and verification shall be derived from the readings of each on-stream chromatograph unless and until such time Terminal User and Terminal Owner agree that another method shall be customarily employed as a matter of best practice in the international gas industry at which time such method (and any subsequent replacement method) shall be employed.

8. PRESSURE MEASUREMENT

8.1 Pressure shall be measured to an accuracy of plus or minus two (±2) psi.

8.2 Secondary instrumentation impulse lines shall be installed in accordance with ISO 2186:2007.

8.3 Calibration checks shall be carried out on pressure transmitters by applying a rising and a falling test pressure by means of a hydraulic dead-weight tester. This shall be carried out at a nominal zero percent (0%), twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%) and one hundred percent (100%) of the specified range.

8.4 The transmitter shall be over-ranged to one hundred and twenty-five percent (125%) of the full scale between the rising and the falling tests. If necessary, the transmitter shall be adjusted and re-tested.

8.5 The pressure transmitter shall be replaced when the instrument's calibration is outside one half (0.5) times its permitted tolerance. A mismeasurement report shall be raised when an instrument exceeds its calibration tolerance.

9. CONVERSION DEFINITIONS

Terminal User and Terminal Owner shall seek in good faith to agree, within one (1) Month of the date of this Agreement, upon the definitions of “MSC” and “INT, dry” for the purposes of this Schedule 2 and, failing such agreement, either Party may refer any outstanding definition to the Expert for determination pursuant to Arbitration Agreement.
SCHEDULE 3
FORM OF TERMINAL USER’S GUARANTEE

THIS GUARANTEE, dated as of [●] March 2010, is made by [TERMINAL USER’S GUARANTOR] ("Guarantor"), in favour of SINGAPORE LNG CORPORATION PTE LTD, a company formed under the laws of the Republic of Singapore ("Beneficiary"). Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Agreement.

1. Guarantee

In consideration of Beneficiary entering into the LNG Terminal Use Agreement (the "Agreement") dated as of 15 March 2010, between Terminal User ("Company"), an affiliate of Guarantor, and Beneficiary, Guarantor irrevocably and unconditionally guarantees to Beneficiary and its successors, the prompt payment when due of (i) all present and future amounts payable by Company to Beneficiary under the Agreement other than Gas Receiver Obligations, and (ii) any amount payable by Company in respect of losses, damages, indemnities, default interest, costs and expenses (including attorneys’ fees) arising out of, or in connection with, any breach by Company of its obligations under the Agreement (collectively, the “Obligations”); provided, however, that the maximum liability of Guarantor in respect of Obligations arising out of any single occurrence or series of occurrences having the same origin shall be limited to an amount equal to [●] million Dollars (US$[●] million) per Contract Year, subject to an aggregate limit on such Obligations during the Term equal to [●] million Dollars (US$[●] million), except for: (a) circumstances where Company’s LNG Vessel Operator has not signed and delivered the agreed Port Liability Agreement (which provides for liability of, and insurance cover through its P&I Club for, such LNG Vessel Operator’s vessel to Beneficiary), in which case the limit of Guarantor’s liability for such Obligations shall be one hundred and fifty million Dollars (US$150,000,000), and (b) the Wilful Misconduct of Company’s senior management or the senior management of any Affiliate, or Company’s intentional breach of the TUA, in which cases where there shall be no limit on Guarantor’s liability for such Obligations. Beneficiary may make written demand of Guarantor for any Obligation not paid by Company when due and Guarantor shall pay such Obligations within five (5) business days’ of receipt of such demand.

2. Nature of Guarantee

The obligations of the Guarantor under this Guarantee shall be irrevocable and remain in full force and effect by way of continuing security until all Obligations have been indefeasibly paid in full by Company to Beneficiary. Guarantor agrees that its obligations under this Guarantee are that of a primary obligor. Guarantor’s obligations hereunder shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument evidencing any Obligations, or by the existence, validity, enforceability, perfection, or extent of any collateral therefor or by any other event, occurrence or circumstance which might otherwise constitute a legal or equitable discharge or defence of a guarantor or surety other than the defence of payment by
Company or Guarantor. Beneficiary makes no representation or warranty in respect of any such circumstance and has no duty or responsibility whatsoever to Guarantor with respect to the management and maintenance of the Obligations or any collateral therefor. This Guarantee constitutes a guarantee of payment when due and not of collection. In the event that any payment of Company in respect of any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder with respect to such Obligations as if such payment had not been made.

3. Consents, Waivers and Renewals

Without limiting the provisions of Section 1 hereof with respect to the termination of this Guarantee and Guarantor’s maximum liability hereunder, Guarantor agrees that Beneficiary may at any time and from time-to-time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations, and may also make any agreement with Company for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between Beneficiary and Company or any such other party or person, without in any way impairing or affecting this Guarantee. Guarantor agrees that Beneficiary may resort to Guarantor for payment of any of the Obligations, whether or not Beneficiary shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Obligations.

4. Expenses

Guarantor agrees to pay on demand all reasonable out-of-pocket expenses (including the reasonable fees and expenses of Beneficiary’s counsel) in any way relating to the enforcement or protection of the rights of Beneficiary hereunder; provided, however, that Guarantor shall not be liable for any expenses of Beneficiary unless payment is due under this Guarantee.

5. Subrogation

Guarantor will not exercise any rights which it may acquire by way of subrogation until all the Obligations to Beneficiary shall have been paid in full. Subject to the foregoing, upon payment of all the Obligations, Guarantor shall be subrogated to the rights of Beneficiary against Company, and Beneficiary agrees to take at Guarantor’s expense such steps as Guarantor may reasonably request to implement such subrogation.

6. No Waiver; Cumulative Rights

Without limiting the provisions of Section 1 hereof with respect to the termination of this Guarantee and Guarantor’s maximum liability hereunder, no failure on the part of Beneficiary to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Beneficiary of any right, remedy or power hereunder preclude any other or future exercise of any right,
remedy or power. Each and every right, remedy and power hereby granted to Beneficiary or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary from time-to-time.

7. **Waiver of Notice**

Guarantor waives notice of the acceptance of this Guarantee, presentment, demand, notice of dishonour, protest, notice of any sale of collateral security and all other notices whatsoever, except for those expressly required by this Guarantee.

8. **Representations and Warranties**

8.1 Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has full power to execute, deliver and perform this Guarantee.

8.2 The execution, delivery and performance of this Guarantee have been and remain duly authorized by all necessary action and do not contravene any provision of law or of Guarantor’s constitutional documents or any contractual restriction binding on Guarantor or its assets.

8.3 All consents, authorizations and approvals of, and registrations and declarations with, any Governmental Authority necessary for the due execution, delivery and performance of this Guarantee have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance of this Guarantee.

8.4 This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles.

9. **Reservation of Certain Defences**

Notwithstanding any other provision hereof to the contrary, Guarantor reserves the right to assert all rights, setoffs, counterclaims and other defences to which Guarantor or Company is or may be entitled to arising out of the Agreement, other than those defences (a) arising from the bankruptcy, insolvency, dissolution or liquidation of Company, (b) expressly waived by Company in the Agreement or otherwise waived in this Guarantee, (c) arising from the failure of Company to have authorized the Agreement or to have obtained any approval necessary to enter into or perform the Agreement, and (d) arising from the failure of Company to have the corporate power to enter into and perform the Agreement.

10. **Assignment**
Neither Guarantor nor Beneficiary may assign its rights, interest or obligations hereunder to any other person without the prior written consent of the other; provided, however, that Beneficiary may assign its rights hereunder to any transferee of Beneficiary’s rights under the Agreement without the consent of Guarantor.

11. Notices

All notices or other communications shall be in writing and shall be given in the same manner and with the same effect as set forth in the Agreements.

Guarantor:  
[TERMINAL USER’S GUARANTOR] SINGAPORE LNG CORPORATION PTE LTD

[●]  
[●]  
Attention: [●]  
Fax: [●]  
E-Mail: [●]

Beneficiary:  
991G Alexandra Road, #03-29C
Singapore 119975

Attention: [●]  
Fax: [●]  
E-Mail: [●]

or such other address as shall from time-to-time be specified.

12. Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of England and Wales without reference to any choice of law principle that would result in the application of any other law.

13. Exclusive Jurisdiction

EACH OF GUARANTOR AND BENEFICIARY HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND, AND AGREES THAT SUCH COURTS SHALL BE THE EXCLUSIVE FORUM FOR RESOLVING ANY DISPUTE OR CONTROVERSY UNDER OR WITH RESPECT TO THIS GUARANTEE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[Signatures on Following Page]
IN WITNESS WHEREOF, Guarantor has caused its duly authorized officer to execute and deliver this Guarantee as of the date first above written.

[TERMINAL USER’S GUARANTOR]

By: ________________________________
Name: 
Title: 
SCHEDULE 4
FORM OF PORT LIABILITY AGREEMENT

THIS PORT LIABILITY AGREEMENT (this “Agreement”) is made effective as of [●] [●] 20[●],

BETWEEN:

(A) SINGAPORE LNG CORPORATION PTE LTD, a company incorporated under the laws of the Republic of Singapore with its principal office at 991G Alexandra Road, #03-29C, Singapore 119975 (“Terminal Owner”), and

(B) [VESSEL OWNER], a [_______] company incorporated under the laws of [_________] with its principal office at [_______] (“Vessel Owner”).

Terminal Owner and Vessel Owner are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

(A) Vessel Owner, as owner, owner pro hac vice, or operator of the LNG vessel(s) set forth below under its name and signature (referred to herein as the “LNG Vessel” whether singular or plural), proposes to have the LNG Vessel call at the LNG Terminal (as defined below) for the purpose of delivering certain quantities of liquefied natural gas (“LNG”) to such LNG Terminal or for other purposes; and

(B) The Parties desire to allocate the risk of and responsibility for loss and damage resulting from a Marine Incident (as defined below) in the manner set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to the terms defined in the preamble and recitals above, capitalized terms used in this Agreement shall have the meanings assigned to such terms below:

“Affiliate” means a Person (other than a Party) that directly or indirectly controls, is controlled by, or is under common control with, a Party, and for such purposes the terms “control”, “controlled by” or other derivatives mean the direct or indirect ownership of more than fifty percent (50%) of the voting rights in a Person or the right to appoint a majority of the directors in a Person;

“Covered Claims” means damages, claims and liabilities (including, without limitation, all damages, losses, costs, expenses, professional fees, penalties, and the amount of any settlement of claims) that, in any case, arise out of or relate to a Marine Incident; provided, however, that any claims arising from, or related to, marine pollution, threat of

Schedule 4 Page 1
pollution or other environmental damages shall be expressly excluded from Covered Claims addressed pursuant to this Agreement;

“Governmental Authority” means any judicial, legislative, administrative, executive or other national, state, regional, municipal or local authority, ministry, department or any administrative agency, office, organisation or authority;

“Law” means any decree, resolution, law, statute, act, ordinance, order, treaty, code or regulation or any interpretation of the foregoing, as enacted, issued or promulgated by any Governmental Authority;

“Legal Requirement” means any Law or any present or future directive, request, requirement, instruction, condition of or limitation in any necessary Authorisation, or any present or future direction, rule or code of practice of any Governmental Authority of the Republic of Singapore, (but, if not having the force of law, only if compliance therewith is customary for a Person to whom it is addressed);

“LNG Terminal” means Terminal Owner’s LNG import terminal and associated LNG receiving, storage and regasification facilities located at and within the Port, including, without limitation, all slips, berths, gear, craft, equipment, plant, facilities and property of any kind (whether afloat or ashore) located thereat or adjacent thereto and in the ownership, possession or control of the Terminal Interests or for which the Terminal Interests have legal responsibility;

“LNG Vessel Interests” means (i) Vessel Owner, (ii) all Affiliates of Vessel Owner, (iii) any other Person holding title or an ownership interest in the LNG Vessel, (iv) any owner pro hac vice of the LNG Vessel, (v) providers of Marine Services to the LNG Vessel but only when and to the extent such providers are engaged in the operations, transiting, berthing, departure or other service of the LNG Vessel within the Port or at the LNG Terminal in connection with the LNG Vessel’s call at the LNG Terminal, (vi) all other Persons participating, employed, or providing services in connection with the ownership or operation of the LNG Vessel (including, without limitation, all operations related to navigation, berthing, and de-berthing and any other Marine Services provided to the LNG Vessel) within the Port or at the LNG Terminal, and (vii) the employees and agents of all Persons referred to in parts (i) through (vi) of this definition. Notwithstanding the foregoing, the LNG Vessel Interests shall not include any Terminal Interests and/or any Affiliates of the Terminal Interests;

“Marine Incident” means any occurrence or series of occurrences having the same origin arising out of or relating to the LNG Vessel’s use of the Port or LNG Terminal in which there is any one or more of the following: (i) loss of or damage to the Port, the LNG Terminal and/or the LNG Vessel; (ii) injury to employees or agents of the Port, the LNG Vessel Interests or the Terminal Interests; (iii) injury, loss or damage arising within the maritime jurisdiction of the Republic of Singapore other than to the Port, the LNG Terminal and/or the LNG Vessel, which injury, loss or damage is caused or contributed to by the LNG Vessel or the LNG Vessel Interests, including, but not limited to, injury to Third Parties or loss of or damage to the property of Third Parties; Interests (other than
Terminal Owner) or Third Parties; (iv) injury, loss or damage other than to the LNG Terminal and/or the LNG Vessel, which injury, loss or damage is caused or contributed to by Terminal Owner or the Terminal Interests, including, but not limited to, injury to Third Parties or loss of or damage to the property of Third Parties; or (v) the creation of an obstruction or danger affecting or interfering with the normal operation of the Port and/or the LNG Terminal;

“Marine Services” means tug services, tugs, other service boats, Pilots, fire boats, line boats, line handlers, escort vessels, and harbour, LNG Vessel mooring, bunkering or other support services or use of any other facilities of the LNG Vessel Interests required during unloading or for the operations, transiting, berthing, or departure of LNG Vessels, including such vessels or services as may be required under applicable Legal Requirements of Governmental Authorities having jurisdiction over the LNG Terminal or the Port;

“Master” means, with respect to any LNG Vessel, the duly licenced master, captain or other Person lawfully in command of such LNG Vessel;

“Person” means any individual, firm, corporation, trust, partnership, association, joint venture, limited liability company or other business entity (whether incorporated or unincorporated);

“Pilot” means any Person, duly licenced and authorized by the Republic of Singapore to act as a Port pilot of an LNG Vessel, requested by a Party or required by Governmental Authorities to come onboard an LNG Vessel to provide assistance to the Master in navigation, arrival, berthing, de-berthing, and departure of such LNG Vessel;

“Port” means the Port of Singapore over which the Maritime and Port Authority of Singapore exercises its authority, including without limitation, any waterways, docks, slips, anchorage, turning basin and approaches into the LNG Terminal, and other facilities associated with all of the foregoing;

“Terminal Interests” means (i) Terminal Owner, (ii) all Affiliates of Terminal Owner, (iii) all Persons employed or providing services at the LNG Terminal on behalf of Terminal Owner in connection with the unloading, storage, or regasification of LNG at the LNG Terminal, and (iv) the employees and agents of all Persons referred to in parts (i), (ii) and (iii) of this definition. Notwithstanding the foregoing, the Terminal Interests shall not include the LNG Vessel Interests and/or any Affiliates of the LNG Vessel Interests; and

“Third Parties” means any Persons other than Terminal Interests and LNG Vessel Interests.

2. LIABILITY BASED ON FAULT SUBJECT TO LIMITS

(a) Subject to the other provisions of this Agreement (including the limits of liability set forth in Section 3), liability in relation to any Covered Claim shall be borne by
and allocated between the Parties on the basis of their respective percentage or proportion of determined liability or fault for the Marine Incident from which such Covered Claim arises. For the purpose of such allocation of fault for such Marine Incident, (i) any determined liability or fault of the LNG Vessel Interests shall be deemed to be the liability or fault of the Vessel Owner, and (ii) any determined liability or fault of the Terminal Interests shall be deemed to be the liability or fault of Terminal Owner.

(b) Subject to the limit of liability set forth in Section 3(a), Vessel Owner shall indemnify and hold Terminal Interests harmless in respect of any Covered Claim but only to the extent of the percentage or proportion of determined fault allocated to Vessel Owner pursuant to Section 2(a) for the Marine Incident out of which such Covered Claim is based.

(c) Subject to the limit of liability set forth in Section 3(b), Terminal Owner shall indemnify and hold LNG Vessel Interests harmless in respect of any Covered Claim but only to the extent of the percentage or proportion of determined fault allocated to Terminal Owner pursuant to Section 2(a) for the Marine Incident out of which such Covered Claim is based.

3. LIMITATIONS ON EACH PARTY’S LIABILITY

(a) The total aggregate liability of LNG Vessel Owner to Terminal Interests, however arising, in respect of all Covered Claims from any one Marine Incident, shall not exceed One Hundred Fifty Million United States Dollars (US$150,000,000). Payment of an aggregate sum of One Hundred Fifty Million United States Dollars (US$150,000,000) by or on behalf of LNG Vessel Owner to Terminal Interests (or any one or more of them) in respect of Covered Claims from any one Marine Incident shall be a complete defence to any Covered Claim relating to such Marine Incident made by the Terminal Interests against LNG Vessel Interests.

(b) The total aggregate liability of Terminal Owner to LNG Vessel Interests, however arising, in respect of all Covered Claims from any one Marine Incident shall be limited to an amount equal to Ten Million United States Dollars (US$10,000,000) per calendar year, subject to an aggregate limit for all Covered Claims from all Marine Incidents equal to Thirty Million United States Dollars (US$30,000,000), except for liabilities arising out of the wilful misconduct of Terminal Owner’s senior management (i.e., those personnel holding board of directors (or equivalent) positions and those personnel having executive management or executive decision-making authority) or Terminal Owner’s intentional breach of this Agreement, for which there limitations set forth in this Section 3(b) shall not apply. Payment of such referenced sum (up to the applicable liability limits set forth in the immediately preceding sentence) by or on behalf of Terminal Owner to LNG Vessel Interests (or any one or more of them) in respect of Covered Claims from any one or more Marine Incidents shall be a complete defence to any
Covered Claim relating to such Marine Incident(s) made by LNG Vessel Interests against Terminal Interests.

4. **CONFIRMATION OF INSURANCE**

Prior to any call by the LNG Vessel at the LNG Terminal, or such other times as may be requested by Terminal Owner, Vessel Owner shall provide sufficient written evidence that the LNG Vessel’s Protection and Indemnity Association has agreed to:

(a) cover Vessel Owner as a member of the Association against the liabilities and responsibilities provided for in this Agreement in accordance with its rules; and

(b) acknowledge, confirm and adopt the waiver by the Vessel Owner of its right to limit its liability as against the Terminal Interests pursuant to the provisions of Sections 5(a) and 5(c).

5. **WAIVER OF STATUTORY LIMITS ON LIABILITY**

(a) As to matters subject to this Agreement and with respect to Covered Claims only, Vessel Owner hereby expressly, voluntarily and intentionally waives any rights to limit its liability to the Terminal Interests under the applicable Laws of the Republic of Singapore and all applicable international maritime conventions, but specifically excluding any limitations provided under the Laws of the Republic of Singapore dealing exclusively with marine pollution and environmental liabilities. For the sake of clarity, such waiver shall not apply to any Third Parties.

(b) As to matters subject to this Agreement and with respect to Covered Claims only, Terminal Owner hereby expressly, voluntarily and intentionally waives any rights to limit its liability to the Vessel Interests under the applicable Laws of the Republic of Singapore and all applicable international maritime conventions, but specifically excluding any limitations provided under the Laws of the Republic of Singapore dealing exclusively with marine pollution and environmental liabilities. For the sake of clarity, such waiver shall not apply to any Third Parties.

(c) The waivers set forth in Sections 5(a) and 5(b) shall include any right of the waiving Party to petition a court, arbitral tribunal or other entity for limitation of liability, any right to claim limitation of liability as a defence in an action, and any other similar right under relevant law.

6. **MISCELLANEOUS**

(a) The laws of the Republic of Singapore, without regard to any conflicts of law principles that could require the application of any other law, shall govern the interpretation of this Agreement and any dispute, controversy, or claim arising out of, relating to, or in any way connected with this Agreement, including, without limitation, the existence, validity, performance, or breach of this Agreement.
(b) This Agreement shall be binding upon, and inure to the benefit of, the Parties’ respective successors and assigns.

(c) Each of the Terminal Interests and the LNG Vessel Interests that have not independently executed this Agreement are intended by the Parties to be third-party beneficiaries of this Agreement, and to the maximum extent allowed by law they shall be entitled to enforce the provisions of, and shall be bound to the obligations set forth in, Sections 2, 3, 5 and 6 of this Agreement just as fully as if they had been signatories to this Agreement.

(d) This Agreement shall remain in effect for so long as the Vessel Owner causes the LNG Vessel to call at the Port and/or LNG Terminal. Each Party shall be responsible for and bear all of its own costs and expenses incurred in connection with the preparation and negotiation of this Agreement.

(e) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and it supersedes any prior agreements between the Parties, whether oral or written with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by both Parties.

(f) References to this Agreement shall include any amendments or modifications that have been made hereto in accordance with the provisions of Section 6(e). Where the context so requires, references to the singular shall include the plural, and vice versa. Headings used in this Agreement are for reference purposes only. References to a Section are to a numbered section of this Agreement. References to a Governmental Authority shall include any successor authority, ministry, department, agency, office, or organisation (as applicable), and references to any Law or Legal Requirement shall include any amendment or modification thereof or thereto that is duly promulgated or enacted by the appropriate Governmental Authority.

(g) This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

[Signatures on Following Page]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

SINGAPORE LNG CORPORATION PTE. LTD.

By: ________________________________  
Name: ______________________________
Title: ______________________________

[VEssel OWNER/OPERATOR]

By: ________________________________  
Name: ______________________________
Title: ______________________________

As owner of the ____________________________
  Name of LNG Vessel

Registration (IMO) No.: ________________

Country of Registry: ____________________
### SCHEDULE 5
**GAS QUALITY SPECIFICATION**

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wobbe Index (WI)</td>
<td>1213 – 1396 Btu/scf</td>
</tr>
<tr>
<td>Gross Heating Value</td>
<td>948 – 1350 Btu/scf</td>
</tr>
<tr>
<td>Hydrocarbon dew point</td>
<td>55°F @ 725 psi</td>
</tr>
<tr>
<td>Water dew point</td>
<td>49°F @ 725 psi</td>
</tr>
<tr>
<td>Free liquids</td>
<td>Zero (0)</td>
</tr>
<tr>
<td>Methane (min)</td>
<td>80% by volume of total reactants</td>
</tr>
<tr>
<td>Oxygen (max)</td>
<td>0.1% by volume</td>
</tr>
<tr>
<td>Carbon Dioxide (max)</td>
<td>5% by volume</td>
</tr>
<tr>
<td>Nitrogen (max)</td>
<td>5% by volume</td>
</tr>
<tr>
<td>Total inerts (including carbon dioxide) (max)</td>
<td>10% by volume</td>
</tr>
<tr>
<td>Hydrogen sulphide (max)</td>
<td>8 ppm by volume</td>
</tr>
<tr>
<td>Total sulphur (max)</td>
<td>30 ppm by volume</td>
</tr>
<tr>
<td>Particulate size (max)</td>
<td>10 micrometres</td>
</tr>
<tr>
<td>Particulate quantity (max)</td>
<td>3 ppm by weight</td>
</tr>
<tr>
<td>Potassium and sodium (max)</td>
<td>0.5 ppm by weight</td>
</tr>
<tr>
<td>Lead (max)</td>
<td>1 ppm by weight</td>
</tr>
<tr>
<td>Magnesium (max)</td>
<td>2 ppm by weight</td>
</tr>
<tr>
<td>Mercury (max)</td>
<td>0.01 ppm by weight</td>
</tr>
</tbody>
</table>

In addition, if and to the extent prohibited under the terms of the Gas Network Code, Gas shall contain no active bacteria or bacterial agents (including sulphate reducing bacteria or acid producing bacteria) or gum forming substances.
# Schedule 6

## LNG Specification

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification and Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wobbe Index (min-max)</td>
<td>1213 – 1396 Btu/scf</td>
</tr>
<tr>
<td>Gross Heating Value (min-max)</td>
<td>948 – 1350 Btu/scf</td>
</tr>
<tr>
<td>Hydrocarbon dew point (max)</td>
<td>55°F @ 725 psi</td>
</tr>
<tr>
<td>Water dew point (max)</td>
<td>49°F @ 725 psi</td>
</tr>
<tr>
<td>Methane (min)</td>
<td>80% by volume of total reactants</td>
</tr>
<tr>
<td>Oxygen (max)</td>
<td>0.1% by volume</td>
</tr>
<tr>
<td>Carbon dioxide (max)</td>
<td>5% by volume</td>
</tr>
<tr>
<td>Nitrogen (max)</td>
<td>5% by volume</td>
</tr>
<tr>
<td>Total inerts, including CO₂ (max)</td>
<td>10% by volume</td>
</tr>
<tr>
<td>Hydrogen sulphide (max)</td>
<td>8 ppm by volume</td>
</tr>
<tr>
<td>Total sulphur (max)</td>
<td>30 ppm by volume</td>
</tr>
<tr>
<td>Particulate size (max)</td>
<td>10 micron</td>
</tr>
<tr>
<td>Particulate quantity (max)</td>
<td>3 ppm by weight</td>
</tr>
<tr>
<td>Potassium and sodium (max)</td>
<td>0.5 ppm by weight</td>
</tr>
<tr>
<td>Lead (max)</td>
<td>1 ppm by weight</td>
</tr>
<tr>
<td>Magnesium (max)</td>
<td>2 ppm by weight</td>
</tr>
<tr>
<td>Mercury (max)</td>
<td>0.01 ppm by weight</td>
</tr>
</tbody>
</table>

In addition, if and to the extent prohibited with respect to Gas under the terms of the Gas Network Code, LNG shall also contain no active bacteria or bacterial agents (including sulphate reducing bacteria or acid producing bacteria) or gum forming substances.
NOTICE OF ASSIGNMENT

To: [GAS RECEIVER]

Copy: SINGAPORE LNG CORPORATION PTE. LTD.
991G Alexandra Road, #03-29C
Singapore 119975
Attn: CEO

15 March 2010

Dear Sirs,

LNG Terminal Use Agreement [●] (the “TUA”) between [Terminal User] as Terminal User (“Terminal User”) and Singapore LNG Corporation Pte. Ltd. as terminal owner (“Terminal Owner”)

This Notice of Assignment (“Notice”) constitutes notice to you that, under and pursuant to the TUA, Terminal User has assigned in favour of Terminal Owner any and all present and future rights, title and interest that it has or may have in and to the Terminal Costs Charge from yourselves under and pursuant to the terms of that certain Gas Sales Agreement dated [●] (the “Gas Sales Agreement”) between Terminal User and yourselves.

Words and expressions used in this Notice but not otherwise defined shall have the meanings given to such terms in the TUA Direct Agreement annexed to this Notice.

Please kindly confirm your acknowledgement of this Notice by entering into the attached TUA Direct Agreement with Terminal Owner agreeing, among other things, that you will pay all Terminal Costs Charges to Terminal Owner, and that Terminal Owner will have direct recourse to you for such payments.

We hereby acknowledge and agree that payment of the Terminal Costs Charge by you directly to Terminal Owner in accordance with the terms of the TUA Direct Agreement will satisfy your obligation to pay us such amounts under invoices received by you from us under and pursuant to the Gas Sales Agreement and that we will not hold you in breach of the Gas Sales Agreement by virtue of your complying with the instructions in this Notice or the terms of the TUA Direct Agreement.
We acknowledge that you may comply with the instructions in this Notice without any further permission from us, and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

The instructions regarding payment of the Terminal Costs Charge set forth in this Notice may not be revoked or amended without the prior written consent of Terminal Owner.

This Notice is to be governed by and construed in accordance with English law.

Yours faithfully,

..................................................
(Authorised signatory)

For and on behalf of
[TERMINAL USER]
[TUA DIRECT AGREEMENT]

entered into as a deed between

[GAS RECEIVER]

and

SINGAPORE LNG CORPORATION PTE. LTD.

Dated as of [●] 201[●]
TUA DIRECT AGREEMENT

THIS TUA DIRECT AGREEMENT (the “Agreement”) is entered into as a deed on [●] 201[●]

BETWEEN:

(1) [GAS RECEIVER], a company incorporated under the laws of the Republic of Singapore with its principal office at [●] (“Buyer”); and

(2) SINGAPORE LNG CORPORATION PTE. LTD., a company incorporated under the laws of the Republic of Singapore with its principal office at 991G Alexandra Road, #03-29C, Singapore 119975 (“Terminal Owner”).

RECITALS

(A) Terminal User and Terminal Owner have entered into that certain LNG Terminal Use Agreement dated as of [●] 201[●] (the “TUA”), which among other things, governs the provision of certain Services by Terminal Owner to Terminal User.

(B) Buyer and Terminal User have entered into that certain Gas Sales Agreement dated [●] 201[●] (the “Gas Sales Agreement”), a redacted version of which is attached hereto as Attachment A and pursuant to which:

(1) Terminal User has procured Services from Terminal Owner which will allow LNG to be received, stored and regasified at Terminal Owner’s LNG terminal, for delivery to Buyer in the form of Gas at the Delivery Point; and

(2) Terminal User will deliver Gas to Buyer in consideration of Buyer’s obligation to pay the Monthly Charge (which includes the Terminal Costs Charge) under the Gas Sales Agreement.

(C) Under and pursuant to clause 2.2(e) of the TUA, Terminal User has assigned in favour of Terminal Owner, among other things, any and all present and future rights, title and interest that Terminal User has or may have under and pursuant to the terms of the Gas Sales Agreement to claim or receive payment of the Terminal Costs Charge from Buyer.
(D) In consideration of Terminal Owner agreeing to enter into the TUA and to provide the Services to Terminal User, and thereby facilitating Terminal User’s entry into and performance of the Gas Sales Agreement with Buyer, and in further consideration of the additional rights and benefits granted by Terminal Owner to Buyer under this Agreement, Buyer is entering into this Agreement, among other things: (1) to acknowledge the receipt of the notice of assignment of any and all present and future rights, title and interest that Terminal User has or may have under and pursuant to the terms of the Gas Sales Agreement in and to the Terminal Costs Charge; and (2) to agree that Terminal Owner has direct recourse against Buyer for payment of: (a) the Terminal Costs Charge; (b) the Post-Termination Payments; and (c) any Default Interest, reasonable attorney’s fees and costs of collection that may become due and payable to Terminal Owner under this Agreement (such payments referred to in sub-Clauses (a) through (c) being collectively referred to as the “Direct Terminal Payments”).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS, INTERPRETATION AND CONDITIONS TO EFFECTIVENESS

1.1 Definitions

As used in this Agreement, the following terms shall have the following meanings:

“Acceptable Credit Rating” means a corporate rating of at least A- by Standard & Poor’s or A3 by Moody’s, or a long-term unsecured debt rating of at least A- by Standard & Poor’s or A3 by Moody’s, or equivalent ratings of another rating agency of comparable standing if either or both Standard & Poor’s or Moody’s ceases to exist or to issue credit ratings;

“Agreement” has the meaning set forth in the preamble;

“Approved Issuer Bank” means a commercial banking institution that (a) is rated at least A-1 by Standard & Poor's or P-1 by Moody's, and (b) has a combined capital and surplus and undivided profits of not less than S$1,000,000,000;

“Arbitration Agreement” shall have the meaning given to such term in the Gas Sales Agreement;

“Bank Guarantee” means an irrevocable, transferrable bank guarantee, substantially in the form of Attachment C, subject to such modification as may be necessary to reflect any change in generally applicable banking laws, and which bank guarantee shall have been issued and maintained by an Approved Issuer Bank;

“Bank Security” means a Letter of Credit or a Bank Guarantee, as applicable;
“Bank Security Proceeds Account” means a segregated special purpose account established solely for the purposes of this Agreement by Terminal Owner with a commercial bank, into which will be deposited the proceeds of any draw by Terminal Owner on any Bank Security as a result of: (a) a failure by Buyer to replace or renew the term of the Bank Security within the time period prescribed in this Agreement; (b) the issuer of such Bank Security no longer being an Approved Issuer Bank; or (c) this Agreement or the Gas Sales Agreement being terminated as a result of a breach or default by Buyer hereunder or thereunder;

“Business Day” means any day (other than a Saturday or Sunday) on which banks are generally open for normal business in Singapore;

“Buyer’s Facility” shall have the meaning given to such term in the Gas Sales Agreement;

“Confidential Information” shall have the meaning given to such term in Clause 12.1;

“Cover Costs” shall have the meaning given to such term in the Gas Sales Agreement;

“Default” means any of the events or circumstances specified as such in Clause 5.1;

“Default Interest” shall have the meaning given to such term in Clause 6.1;

“Default Rate” shall have the meaning given to such term in the Gas Sales Agreement;

“Delivery Point” shall have the meaning given to such term in the Gas Sales Agreement;

“Direct Terminal Payments” shall have the meaning given to such term in Recital D;

“Downstream Arrangements” has the meaning given to such term in Clause 3.1;

“Downstream Pipeline” shall have the meaning given to such term in the Gas Sales Agreement;

“Financiers” has the meaning given to such term in Clause 9.1(a);

“First Determination Date” means the first Determination Date (as such term is defined in Schedule 4, Section 1 of the Gas Sales Agreement;

“Gas” shall have the meaning given to such term in the Gas Sales Agreement;

“Gas Receiver” shall have the meaning given to such term in the Gas Sales Agreement;

“Gas Sales Agreement” shall have the meaning given to such term in Recital B;

“Guarantor” means the provider of a Parent Guarantee, which provider may be a parent company, Affiliate or shareholder of Buyer, in each of the foregoing cases where such provider has an Acceptable Credit Rating;
“Imbalance Charges” has the meaning given to such term in Clause 3.2;

“Insolvency Event” means a winding-up, insolvency, bankruptcy, administration, reorganization or reconstruction of a person or the appointment of a liquidator, administrator, receiver, trustee or similar officer;

“Letter of Credit” means an irrevocable, transferrable standby letter of credit, substantially in the form of Attachment B, subject to such modification as may be necessary to reflect any change in generally applicable banking laws, and which letter of credit shall have been issued and maintained by an Approved Issuer Bank;

“Moody’s” means Moody’s Investors Service, Inc.;

“Non-Payment Notice” shall have the meaning given to such term in the Gas Sales Agreement;

“Parent Guarantee” means a guarantee from a Guarantor, such guarantee to be in a form substantially similar to the form set out in Attachment D;

“Parties” means Buyer and Terminal Owner, and “Party” means any one of them;

“Post-Termination Payment” means:

(a) in the case of a premature termination of the Gas Sales Agreement pursuant to Section [18.2] (with the exceptions of (i) Section [18.2(vi)] of the Gas Sales Agreement, or (ii) Section [18.2(iii)] of the Gas Sales Agreement resulting from the application of Clause 5.1(b) of this Agreement), or resulting from a termination of the Gas Sales Agreement arising from the mutual agreement of Buyer and Terminal User (other than where such mutual termination is effected pursuant to the settlement of Buyer’s or Terminal User’s right to terminate the Gas Sales Agreement following a breach or default of the Gas Sales Agreement which settlement requires a Settlement Payment to be made to the Terminal Owner), or a rescission, cancellation or revocation of the Gas Sales Agreement due to the misconduct of Buyer, an amount payable monthly in advance (in Singapore Dollars) equal to the applicable portion of the Reservation Fee that would have been payable for the remaining term of the Supply Period had such Gas Sales Agreement not been prematurely terminated, rescinded, cancelled or revoked, as applicable (subject to the provisions of Clause 2.14);

(b) in the case of a premature termination of the Gas Sales Agreement pursuant to (i) Section [18.1] of the Gas Sales Agreement, or (ii) a rescission, cancellation or revocation of the Gas Sales Agreement due to the misconduct of Terminal User (in either of the foregoing cases (i) or (ii) where such termination, rescission, cancellation or revocation, as applicable, was not directly attributable to an unexcused failure by Terminal Owner to perform its obligations to Terminal User under the TUA), an amount payable monthly in advance (in Singapore Dollars) equal to the applicable portion of the Reservation Fee that would have been
payable for the lesser of (x) a twelve (12) month period immediately following such termination, rescission, cancellation or revocation, as applicable, had such Gas Sales Agreement not been prematurely terminated, rescinded, cancelled or revoked, as applicable, and (y) the remaining term of the Supply Period immediately prior to such termination, rescission, cancellation or revocation, as applicable, plus, in either of the foregoing cases (x) or (y), any Settlement Payment; and

(c) in the case of a premature termination of the Gas Sales Agreement pursuant to: (i) Section [18.2(vi)] of the Gas Sales Agreement; or (ii) resulting from a breach or default under the Gas Sales Agreement by Terminal User that is directly attributable to an unexcused failure by Terminal Owner to perform its obligations to Terminal User under the TUA, then, in either of the foregoing cases (i) or (ii), an amount equal to zero Singapore Dollars (S$0.00);

“Reservation Charge” shall have the meaning given to such term in the TUA;

“Reservation Fee” shall have the meaning given to such term in the TUA;

“Services” shall have the meaning given to such term in the TUA;

“Settlement Payment” means, in the event proceeds are received by Buyer in connection with any suit, claim or proceeding against Terminal User or LNG Supplier arising out of or relating to a premature termination of the Gas Sales Agreement resulting from a breach or default thereunder by Terminal User or a breach or default under the LNG Sales and Purchase Agreement by LNG Supplier, a sum (in Singapore Dollars) equal to the its allocated portion of the Reservation Fee that would otherwise have been payable from the date following the twelve (12) month period immediately following such premature termination and continuing for the remaining term of the Supply Period had such Gas Sales Agreement not been prematurely terminated (subject to the provisions of Clause 2.14); provided, however, that such sum, plus any Default Interest, shall not exceed the balance of such proceeds that are received by Buyer subsequent to the deduction of reasonable attorney’s fees and related costs incurred in connection with such suit, claim or proceeding. Such Default Interest shall be payable to Terminal Owner from the date immediately following the day that such proceeds are received by Buyer to the date when such sum is paid to Terminal Owner;

“Standard & Poor’s” or “S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.;

“Step-in Rights Agreement” shall have the meaning given to such term in the Gas Sales Agreement;

“Supply Period” shall have the meaning given to such term in the Gas Sales Agreement;

“Terminal Costs Charge” shall have the meaning given to such term in the Gas Sales Agreement;
“Terminal Owner Account” means the bank account established by Terminal Owner at a bank or financial institution located in Singapore, as notified by Terminal Owner to Buyer from time to time upon reasonable prior written notice;

“Transporter” has the meaning given to such term in Clause 3.3;

“TUA” has the meaning given to such term in Recital A; and

“Utilisation Charge” shall have the meaning given to such term in the TUA.

Unless otherwise defined or unless the context requires otherwise, terms used but not defined herein shall have the meanings given to such terms in the Gas Sales Agreement.

1.2 Interpretation

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) “Buyer”, “Terminal Owner”, “LNG Supplier”, “Terminal User” or any “Party” shall be construed so as to include its respective successors in title, permitted assigns and permitted transferees;

(ii) “assets” includes present and future properties, revenues and rights of every description;

(iii) any document or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated (in each case however fundamentally);

(iv) “indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(v) a “person” includes any individual, firm, company, corporation, government, state or agency of a state, or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(vi) a “law” includes any law, statute, regulation, rule, official directive, order, or mandatory guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(vii) a provision of law is a reference to that provision as amended or re-enacted; and

(viii) a time of day is a reference to Singapore time.

Schedule 7 Page 10
(b) Clause, sub-Clause, Attachment and Annex headings are for ease of reference only.

(c) A Default is “continuing” if it has not been remedied or waived.

1.3 Third Party Rights

(d) Unless expressly provided to the contrary in this Agreement a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “Third Parties Act”) to enforce or to enjoy the benefit of any term of this Agreement. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee of this Agreement.

(e) Notwithstanding any term of any other document the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

2. DIRECT PAYMENTS

2.1 Direct Payments

Buyer hereby:

(a) acknowledges that: (i) Terminal User has entered into the TUA in order to obtain the Services at Terminal Owner’s LNG Terminal to facilitate the delivery of Gas to Buyer and the other Gas Receivers; and (ii) Terminal Owner has entered into the TUA, and will provide the Services thereunder, in reliance upon, among other things, the execution and performance by Buyer of this Agreement; and

(b) acknowledges receipt of the notice of the assignment of any and all present and future rights, title and interest that Terminal User has or may have in respect of the Terminal Costs Charge invoiced by Terminal User to Buyer pursuant to, and payable by Buyer in accordance with the terms of the Gas Sales Agreement, and agrees that Terminal Owner may make all demands, give all notices, take all actions, and exercise all rights, of Terminal User under the Gas Sales Agreement with respect to the payment and collection of the Terminal Costs Charge so invoiced and payable, including instituting proceedings directly against Buyer to enforce payment of such amounts, and subject to the terms of this Agreement, Buyer agrees: (i) to comply with all such demands and notices received from Terminal Owner in respect of the Terminal Costs Charge payable by Buyer to Terminal Owner in accordance with this Agreement; and (ii) not to assert that Terminal Owner does not have the right to take such actions and exercise such
rights, notwithstanding any Insolvency Event affecting Terminal User or any other person.

2.2 Payments

(a) Subject to the provisions of Clause 5.1(b), Buyer agrees that it will pay the following to Terminal Owner directly into the Terminal Owner Account:

(i) the Terminal Costs Charge under and as invoiced in accordance with the Gas Sales Agreement;

(ii) any Post-Termination Payment that may become due in the event of a premature termination of the Gas Sales Agreement (provided, however, that any payment by Buyer of a Post-Termination Payment shall not entitle Buyer to any right to receive services from Terminal Owner or any right in respect of the capacity of the LNG Terminal); and,

(iii) any Default Interest, reasonable attorney’s fees and costs of collection owing under this Agreement.

(b) Save for Buyer’s obligation to make payment of the Direct Terminal Payments to Terminal Owner in accordance with this Agreement, Buyer shall not be responsible or liable to Terminal Owner for payment of any other amounts for which Terminal User may be separately responsible or liable to Terminal Owner pursuant to the TUA. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not be liable for any failure or delay in paying the Terminal Costs Charge or be liable for any Default Interest, nor shall Terminal Owner be entitled to exercise the rights specified in Clause 5.2, to the extent that such failure or delay in paying the Terminal Costs Charge is directly attributable to any failure or delay on the part of Terminal User to invoice Buyer for such amounts under the Gas Sales Agreement.

2.3 No Offset

All amounts payable by Buyer in respect of the Direct Terminal Payments under this Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defence whatsoever (including any of the foregoing in respect of Taxes), other than as provided in the last sentence of this Clause 2.3 and as provided in Clause 2.14. In furtherance of the foregoing, Buyer acknowledges and agrees that, without limiting any right of Buyer to seek recourse against Terminal User within the limits and otherwise in accordance with the terms of the Gas Sales Agreement, Buyer shall not assert, and subject only as provided below, hereby irrevocably and unconditionally waives, any defence to payment of the Direct Terminal Payments owing by Buyer under this Agreement, including, without limitation, any defence based on:

(a) a breach of Terminal User’s obligations under the Gas Sales Agreement (the risk of which is expressly assumed by Buyer) other than to the extent any such breach
was directly attributable to the unexcused failure of Terminal Owner to perform its obligations under the TUA;

(b) the termination of the TUA (other than as a result of a right of Terminal User under the TUA to terminate the TUA) or the Gas Sales Agreement (other than to the extent a termination of the Gas Sales Agreement by Buyer as a result of a breach or default by Terminal User thereunder was directly attributable to an unexcused failure of Terminal Owner to perform its obligations under the TUA);

(c) any Insolvency Event affecting Terminal User; or

(d) the negligence (including gross negligence), mistake or Wilful Misconduct of Terminal User,

except that Buyer may, subject to Clauses 2.8 and 2.11, assert the defence of payment of such Direct Terminal Payments (whether pursuant to this Agreement or otherwise), and any defences or claims arising in favour of Buyer pursuant to Clauses 2.14 and 5.3.

2.4 Security for Direct Terminal Payments

In the event that Buyer does not have on the date of this Agreement, or in the event that Buyer fails to maintain at any time from and after the date of this Agreement, an Acceptable Credit Rating, Buyer shall procure, deliver and maintain (or cause to be procured, delivered and maintained) in favour of Terminal Owner during such period as Buyer does not have or maintain an Acceptable Credit Rating, (x) Bank Security (in the form of a Letter of Credit or Bank Guarantee, as selected by Buyer) in the face amount specified in Clause 2.4(a), with the initial delivery date for such Bank Security to be not later than the First Determination Date, or

at Buyer’s option (y) a Parent Guarantee as provided in Clause 2.4(b), with the initial delivery date for such Parent Guarantee to be not later than the First Determination Date, which in either of the foregoing cases (x) or (y) shall serve as security for Buyer’s obligation to pay Direct Terminal Payments to Terminal Owner).

(a) The Parties’ respective rights and obligations in respect of any Bank Security that is provided by Buyer pursuant to this Clause 2.4 shall be subject to the following additional terms:

(i) the Bank Security shall be in a face amount (in Singapore Dollars) equal to an amount to be notified by Terminal Owner to Buyer as its good faith estimate (based on the sum of Buyer's Maximum Daily Quantity under the Gas Sales Agreement multiplied by the applicable Reservation Charge plus the Daily Contract Quantity under the Gas Sales Agreement multiplied by the weighted average of the applicable Utilisation Charge) for three (3) months’ Terminal Cost Charges under Buyer’s Gas Sales Agreement (with such amount being subject to further upward or downward adjustment (as applicable) from time-to-time upon notice by Terminal Owner in order to directly reflect any changes to the Terminal
Cost Charges as may be approved by EMA from time-to-time in its discretion); provided, however, that upon receipt by Buyer of written notice from Terminal Owner that (A) Terminal Owner is closing on a debt financing of the LNG Terminal with one or more third-Person Financiers, or (B) Terminal Owner is closing on the sale or transfer of all or substantially all of the assets comprising the LNG Terminal to a third-Person, or (C) Terminal Owner’s parent entity is closing on the sale of all or substantially all of its ownership interest in Terminal Owner to a third-Person (which written notice in any of the foregoing cases (A) through (C) shall be delivered by Terminal Owner not less than sixty (60) days prior to the applicable transaction closing), then in any of the foregoing cases (A) through (C) Buyer shall, not later than the later of forty-five (45) days following receipt of such notice or the First Determination Date, increase or replace (or cause to be increased or replaced) such Bank Security with a new form of Bank Security in a face amount (in Singapore Dollars) covering Terminal Owner’s good faith estimate (based on the sum of Buyer's Maximum Daily Quantity under the Gas Sales Agreement multiplied by the applicable Reservation Charge, plus the Daily Contract Quantity under the Gas Sales Agreement multiplied by the weighted average of the applicable Utilisation Charge) of Buyer’s Terminal Costs Charge for up to fifteen (15) months (to be determined at the Terminal Owner’s discretion and with the prior written approval of the EMA) under Buyer’s Gas Sales Agreement, which increased face amount shall apply (subject to any necessary adjustments thereto that are notified by Terminal Owner in good faith in order to reflect any changes to the Terminal Costs Charge as may be approved by EMA at its discretion from time-to-time) for the duration of Buyer’s obligations under this Clause 2.4; provided, further, that notwithstanding anything in this Clause 2.4 to the contrary, in no event prior to 1 January 2017 shall Terminal Owner require any increase in the face amount of any Bank Security from three (3) months’ good faith estimated Terminal Costs Charge under Buyer’s Gas Sales Agreement to up to fifteen (15) months’ good faith estimated Terminal Costs Charge under Buyer’s Gas Sales Agreement;

(ii) the Bank Security shall not be in lieu of payment of any other amounts due to Terminal Owner, nor shall it operate as a limit or cap on amounts otherwise payable to Terminal Owner. All costs and charges relating to the issuance, maintenance, replenishment, and renewal or replacement (as applicable) of the Bank Security, and the remittance of money to Terminal Owner under the Bank Security, including telegraphic transfer charges and all other charges, fees and expenses, shall be borne solely by Buyer;

(iii) the Bank Security, and any renewal or replacement thereof (including any adjusted or replacement Bank Security pursuant to Clause 2.4(a)(ii)), shall have a period of validity of at least three hundred and sixty four (364) days. Not less than twenty (20) days prior to the scheduled date of
its expiry, Buyer shall cause to be delivered to Terminal Owner a replacement or renewal of the Bank Security for a period of validity of at least three hundred and sixty four (364) days, commencing upon the expiration of the preceding Bank Security;

(iv) in the event that such replacement or renewal of the Bank Security (including any adjusted or replacement Bank Security pursuant to Clause 2.4(a)(i)) is not timely delivered to Terminal Owner or in the event that the issuer of the Bank Security is no longer an Approved Issuer Bank, Terminal Owner shall be entitled, without prior notice or demand, to draw the entire amount of the Bank Security, and Terminal Owner shall deposit and hold all funds so drawn in the Bank Security Proceeds Account, with such funds to be withdrawn from the Bank Security Proceeds Account and applied by Terminal Owner only against sums due and owing by Buyer under this Agreement (including any obligation of Buyer to pay Direct Terminal Payments) as and when such sums become due. Terminal Owner shall promptly refund the balance of the Bank Security Proceeds Account to Buyer upon the earlier to occur of: (A) Buyer's replacement or renewal of the Bank Security; or (B) the date that all sums (including any interest and other costs) that are due and owing by Buyer to Terminal Owner pursuant to this Agreement have been irrevocably, unconditionally and indefeasibly paid in full;

(v) except as provided in Clause 2.4(a)(iv), Terminal Owner shall have the right to draw the Bank Security, or to withdraw funds from the Bank Security Proceeds Account (as applicable) (provided, however, that Terminal Owner shall first withdraw any funds from the Bank Security Proceeds Account to the extent such funds are available prior to making any draw on the Bank Security for the balance of such amount as is due and payable by Buyer), and deposit or transfer such funds to Terminal Owner Account, only to fulfil any of the payment obligations of Buyer under this Agreement in the event that Buyer fails to pay such obligations when invoiced and due in accordance with the Gas Sales Agreement. In the event that any payment is made to Terminal Owner pursuant to a draw on the Bank Security or a withdrawal from the Bank Security Proceeds Account (as applicable), Terminal Owner may cause such funds to be deposited or transferred into Terminal Owner Account, and the receipt of funds by Terminal Owner pursuant to such drawing or withdrawal shall, to that extent, satisfy and discharge Buyer's obligation to make such payment under this Agreement, but shall be without prejudice to Buyer's rights to make any claim in relation to the matter giving rise to such payment or otherwise pursue any other right or remedy under this Agreement, at law or in equity, and shall further be without prejudice to Terminal Owner's rights to make further draws on the Bank Security or further withdrawals from the Bank Security Proceeds Account (as applicable), or otherwise
pursue any other right or remedy under this Agreement, at law or in equity;

(vi) upon the occurrence of any draw on the Bank Security or any withdrawal from the Bank Security Proceeds Account (as applicable), Buyer shall, at its sole expense, within ten (10) Business Days after such draw or withdrawal, procure the renewal, reissuance or reinstatement of the Bank Security or the replenishment of funds in the Bank Security Proceeds Account, such that the amount of the Bank Security or the Bank Security Proceeds Account (as applicable) is increased to, and at all times remains equal to, the total face amount required by this Clause 2.4(a);

(vii) Buyer shall maintain the Bank Security in effect to comply with its obligations under this Agreement until payment has been irrevocably, unconditionally and indefeasibly made for all amounts which have accrued as of the expiry or termination of this Agreement, and in respect of which a draw can be made under the Bank Security pursuant to this Agreement; provided, however, that subject to Terminal Owner's right to draw and retain proceeds under the Bank Security pursuant to Clause 2.4(a)(viii), the Bank Security which is valid on the date of expiry or termination of this Agreement shall be cancelled and such Bank Security shall be returned by Terminal Owner to Buyer after payment has been irrevocably, unconditionally and indefeasibly made of such amounts which have accrued as of and including the date of such expiry or termination;

(viii) in the event that this Agreement or the Gas Sales Agreement is terminated as a result of a breach or default by Buyer hereunder or thereunder, Terminal Owner shall be entitled to draw the entire amount remaining under the Bank Security or withdraw the entire amount remaining in the Bank Security Proceeds Account (as applicable), and Terminal Owner may deposit and retain such funds in the Terminal Owner Account and apply such funds in satisfaction of any payments required to be made under this Agreement by Buyer to Terminal Owner following such termination. Buyer hereby acknowledges and agrees that Terminal Owner’s rights under this Clause 2.4(a)(viii) shall be in addition to, and not in limitation of, any other rights and remedies of Terminal Owner arising out of such termination, and that any such draw or withdrawal (as applicable), retention and application of funds by Terminal Owner shall not constitute an election of remedies (or otherwise be deemed to waive or modify its other rights and remedies), nor shall it constitute an impermissible forfeiture or penalty; provided, however, that nothing in this Agreement shall permit Terminal Owner to recover from Buyer money that would be otherwise due from Buyer that has already been unconditionally, irrevocably and indefeasibly recovered by such draw or withdrawal (as applicable). If any balance of such amount remains after
applying such amount in satisfaction of any payments required to be made under this Agreement by Buyer to Terminal Owner, Terminal Owner agrees to return to Buyer such balance within fourteen (14) days; and

(ix) notwithstanding anything in this Clause 2.4(a) to the contrary, but without prejudice to Buyer’s right to resolve a draw or withdrawal Dispute after the date of such draw or withdrawal pursuant to the terms of the Arbitration Agreement, Terminal Owner’s right to draw funds under the Bank Security, or to withdraw funds from the Bank Security Proceeds Account (as applicable), and to retain and apply such funds in accordance with this Clause 2.4, shall not be deemed to be a claim or “Dispute” such that Terminal Owner would be required to first bring an arbitration action against Buyer in accordance with the provisions of Clause 11.3 prior to drawing and retaining the Bank Security, or withdrawing and retaining sums from the Bank Security Proceeds Account (as applicable).

(b) The Parties’ respective rights and obligations in respect of any Parent Guarantee that is provided by Buyer pursuant to this Clause 2.4 shall be subject to the following additional terms:

(i) the Parent Guarantee shall not be in lieu of payment of any other amounts due to Terminal Owner, nor shall it operate as a limit or cap on amounts otherwise payable to Terminal Owner. All costs and charges relating to the issuance, maintenance, replenishment, and renewal or replacement (as applicable) of the Parent Guarantee, and the remittance of money to Terminal Owner under the Parent Guarantee, including telegraphic transfer charges and all other charges, fees and expenses, shall be borne solely by Buyer or Guarantor;

(ii) in the event that the Guarantor no longer has or maintains an Acceptable Credit Rating, Buyer shall, within ten (10) Business Days of such occurrence (regardless of whether or not any notice or request has been received from Terminal Owner), cause a replacement Parent Guarantee or new Bank Security to be made and delivered in favour of Terminal Owner (and in the case of a replacement Parent Guarantee by a Guarantor that has an Acceptable Credit Rating), whereupon the original Parent Guarantee shall be cancelled and cease to have any effect;

(iii) in the event that any payment is made to Terminal Owner pursuant to a claim on the Parent Guarantee, the receipt of any funds by Terminal Owner pursuant to such claim shall, to that extent, satisfy and discharge Buyer's obligation to make such payment under this Agreement, but shall be without prejudice to Buyer's rights to make any claim in relation to the matter giving rise to such payment or otherwise pursue any other right or remedy under this Agreement, at law or in equity, and shall further be without prejudice to Terminal Owner's rights to make further claims on
the Parent Guarantee, or otherwise pursue any other right or remedy under this Agreement, at law or in equity;

(iv) Buyer shall maintain the Parent Guarantee in effect to comply with its obligations under this Agreement until the earlier of (1) delivery of Bank Security in accordance with Clause 2.4(a), or (2) payment has been irrevocably, unconditionally and indefeasibly made for all amounts which have accrued as of the expiry or termination of this Agreement, and in respect of which a claim can be made under the Parent Guarantee pursuant to this Agreement; provided, however, that the Parent Guarantee which is valid on the date of expiry or termination of this Agreement or on the date of delivery of Bank Security in accordance with Clause 2.4(a) (as applicable) shall be cancelled and as soon as reasonably practicable such Parent Guarantee shall be returned by Terminal Owner to Buyer (or Guarantor if so requested by Buyer) after payment has been irrevocably, unconditionally and indefeasibly made of such amounts which have accrued as of and including the date of such expiry or termination or after the date of delivery of Bank Security in accordance with Clause 2.4(a);

(v) in the event that this Agreement or the Gas Sales Agreement is terminated as a result of a breach or default by Buyer hereunder or thereunder, Terminal Owner shall be entitled to make a claim against the Parent Guarantee for any and all (A) Terminal Costs Charges that accrued and were payable as of the date of such termination, (b) Post-Termination Payments, and (C) Default Interest, reasonable attorney’s fees and costs of collection. Buyer hereby acknowledges and agrees that Terminal Owner’s rights under this Clause 2.4(b)(v) shall be in addition to, and not in limitation of, any other rights and remedies of Terminal Owner arising out of such termination, and that any such claim under the Parent Guarantee shall not constitute an election of remedies (or otherwise be deemed to waive or modify its other rights and remedies), nor shall it constitute an impermissible forfeiture or penalty; provided, however, that nothing in this Agreement shall permit Terminal Owner to recover from Buyer money that would be otherwise due from Buyer that has already been unconditionally, irrevocably and indefeasibly recovered by such draw or withdrawal (as applicable); and

(vi) notwithstanding anything in this Clause 2.4 to the contrary, but without prejudice to Buyer’s right to resolve a claim or demand Dispute pursuant to the terms of the Arbitration Agreement following such claim or demand, Terminal Owner’s right to make a claim or receive any payment under the Parent Guarantee shall not be deemed to be a claim or “Dispute” such that Terminal Owner would be required to first bring an arbitration action against Buyer in accordance with the provisions of Clause 11.3 prior to making such claim under the Parent Guarantee; and
(vii) any single Parent Guarantee may be sub-divided into two or more Parent Guarantees made and delivered by Guarantors each having and maintaining an Acceptable Credit Rating, and such Parent Guarantees may be made on a several (and not joint and several) basis in accordance with agreed percentages of any total liability as long as the applicable percentages of liability of all Guarantors equals one hundred percent (100%). Except as specifically provided in the immediately foregoing sentence, for the purposes of this Agreement the provisions governing a Parent Guarantee shall apply equally to any and all joint Parent Guarantees.

2.5 No Amendments to Gas Sales Agreement

Buyer agrees that it will not, without the prior written consent of Terminal Owner or otherwise in accordance with this Agreement, (a) enter into any amendment, modification or supplement to any Section of the Gas Sales Agreement that may directly or indirectly have the effect of reducing the amount of, or delaying the payment of, the Terminal Costs Charge payable thereunder, or (b) except as set forth in this Agreement, consent to any assignment or transfer by Terminal User of any right to claim or receive the Terminal Costs Charge.

2.6 No Liability

(a) Buyer acknowledges and agrees that, except as provided in Clause 5.3, Terminal Owner shall not have any liability or obligation to Buyer under the Gas Sales Agreement as a result of this Agreement.

(b) Buyer acknowledges and agrees that Terminal Owner shall have no obligation and shall not be required to: (i) perform any of Terminal User’s obligations to Buyer under the Gas Sales Agreement; or (ii) take any action to collect or enforce against Terminal User any claim for payment in respect of the Direct Terminal Payments.

(c) Terminal Owner acknowledges and agrees that except for Buyer’s obligations in respect of Direct Terminal Payments as provided in this Agreement, Buyer shall not have any other liability or obligation to Terminal Owner under the TUA as a result of this Agreement, nor shall Buyer be obligated or required to: (i) perform or guarantee any of Terminal User’s obligations to Terminal Owner under the TUA; or (ii) take any action to enforce against Terminal User for any claim for payment due from Terminal User to Terminal Owner under the TUA.

2.7 Obligations Absolute

This Agreement is an absolute, unconditional and irrevocable agreement of each Party for the benefit of the other Party, and shall continue to be effective, notwithstanding any attempted revocation by a Party, and shall remain in full force and effect until the termination or expiration of the Gas Sales Agreement, and payment has unconditionally,
irrevocably and indefeasibly been made of (a) all Terminal Costs Charges that accrued up to and including the date of such termination, (b) all Post-Termination Payments (subject to Terminal Owner’s obligation to mitigate as set forth in Clause 2.14), and (c) any Default Interest, reasonable attorney’s fees and costs of collection under this Agreement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Direct Terminal Payments under this Agreement is rescinded or must otherwise be returned by Terminal Owner to Buyer upon the occurrence of any Insolvency Event with respect to Buyer or any other Person, all as though such payment had not been made.

2.8 Buyer’s Waivers

(a) Buyer irrevocably and unconditionally waives any right to require Terminal Owner to: (i) proceed against Terminal User or any other person liable for any amounts payable by Buyer in respect of the Direct Terminal Payments under this Agreement; (ii) enforce any of its rights against any guarantor or provider of security in respect of any Direct Terminal Payments under this Agreement; or (iii) pursue any other remedy in Terminal Owner’s powers whatsoever. Buyer waives any defence arising by reason of any disability or lack of corporate authority or power of Terminal User, and shall remain liable to pay all amounts payable by Buyer in respect of the Direct Terminal Payments under this Agreement regardless of whether Terminal User be found not liable thereon for any reason (other than as provided in the last sentence of Clause 2.3). Whether and when to exercise any of the remedies of Terminal Owner under the TUA shall be in Terminal Owner’s sole and absolute discretion, subject to the terms of such agreements.

(b) Buyer hereby consents and agrees to each of the following, and agrees that Buyer’s obligations under this Agreement shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and irrevocably and unconditionally waives any rights which Buyer might otherwise have as a result of or in connection with any of the following: (i) an Insolvency Event of Terminal User; (ii) the invalidity or unenforceability of this Agreement, for any reason whatsoever; (iii) any full or partial release of the liability by Terminal User in respect of any amounts payable by Buyer in respect of the Direct Terminal Payments under this Agreement or any part thereof, or any other person now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and severally, to pay the Terminal Costs Charge under the Gas Sales Agreement (or the corresponding charge under another gas sales agreement); or (iv) any release, surrender, exchange, loss or impairment of any Bank Security, Parent Company Guarantee, or other collateral or security, at any time existing in connection with, or assuring or securing payment of, all or any part of the Direct Terminal Payments payable by Buyer under this Agreement.

2.9 Performance Under the Gas Sales Agreement
Subject to the terms and conditions of the Gas Sales Agreement, Buyer: (a) shall perform and comply with all material terms and provisions of the Gas Sales Agreement to be performed or complied with by it that relate to the payment of the Terminal Costs Charges that accrue for the benefit of Terminal Owner; and (b) shall not (i) wrongfully take any action, or (ii) wrongfully omit to take any action, in either case after the date hereof, which wrongful act or omission would prevent the Gas Sales Agreement from being in full force and effect.

2.10 Delivery of Notices

Buyer shall deliver to Terminal Owner and its designees, concurrently with the delivery thereof to Terminal User or receipt thereof from Terminal User, a copy of each material notice, request or demand relating to any Direct Terminal Payments or other payment-related matter given by Buyer or Terminal User (as the context may require) to Terminal User or Buyer (as the context may require) pursuant to the Gas Sales Agreement. Terminal Owner shall deliver to Buyer, concurrently with the delivery thereof to Terminal User or receipt thereof from Terminal User, a copy of each material notice, request or demand relating to any Direct Terminal Payments given by Terminal Owner or Terminal User (as applicable) pursuant to the TUA.

2.11 Limited Release

Notwithstanding any other provision of this Agreement, any amount received by Terminal Owner in respect of the Direct Terminal Payments from Buyer shall discharge (by the amount of such payment or proceeds applied) Buyer’s obligation to pay such amount to Terminal User under the Gas Sales Agreement, it being confirmed by Terminal Owner to Buyer that under and pursuant to the TUA, Terminal User has assigned in favour of Terminal Owner any and all present and future rights, title and interest that Terminal User has or may have under and pursuant to the terms of the Gas Sales Agreement to claim or receive payment of the Direct Terminal Payments from Buyer.

2.12 Buyer’s Cooperation with Terminal Owner’s Financiers

Buyer acknowledges that Terminal Owner intends to obtain project financing in respect of the LNG Terminal and the Terminal Owner’s business activities, and in connection therewith Buyer agrees to provide all reasonable cooperation to Terminal Owner in connection with its efforts to obtain such financing by supplying Terminal Owner’s Financiers with information reasonably requested by such Financiers concerning Buyer and its financial condition; provided, however, that Buyer shall be entitled to condition its provision of any non-public information upon such Financiers’ agreement to a confidentiality undertaking on terms that are reasonable and customary in connection with such disclosures; and provided further, that as long as Buyer shall have used reasonable endeavours to obtain any necessary consents, Buyer shall not be obligated to provide Terminal Owner’s Financiers with any non-public information of any third-party that is in the possession of Buyer to the extent that such third-party refuses to consent to such disclosure by Buyer.
2.13 Terminal Owner’s Cooperation with Buyer’s Financiers

Terminal Owner acknowledges that Buyer has obtained or may obtain project financing for the costs of constructing and operating Buyer’s Facility, and in connection therewith Terminal Owner agrees to provide all reasonable cooperation to Buyer in connection with such financing or its efforts to obtain such financing by supplying Buyer’s Financiers with information reasonably requested by such Financiers concerning Terminal Owner and its financial condition; provided, however, that Terminal Owner shall be entitled to condition its provision of any non-public information upon such Financiers’ agreement to a confidentiality undertaking on terms that are reasonable and customary in connection with such disclosures; and provided further, that as long as Terminal Owner shall have used reasonable endeavours to obtain any necessary consents, Terminal Owner shall not be obligated to provide Buyer’s Financiers with any non-public information of any third-party that is in the possession of Terminal Owner to the extent that such third-party refuses to consent to such disclosure by Terminal Owner.

2.14 Terminal Owner’s Mitigation

(a) In the event that the Gas Sales Agreement shall have been prematurely terminated for any reason, Terminal Owner shall be obligated to use reasonable endeavours to mitigate any damages to Terminal Owner by seeking to re-contract with Terminal User or any Other Customer (as such term defined in the TUA) for such services at the LNG Terminal which, whether singularly or collectively, are equivalent in quantity of services as were required to be made available to Terminal User under the TUA in respect of the Gas Sales Agreement prior to such termination, and if Terminal Owner is able to successfully re-contract such quantity of services for any period of time, then Terminal Owner shall credit any revenues thereby received by it under such new services contract during such period up to the amount of any Post-Termination Payments (including any Settlement Payment) actually paid or required to be paid to Terminal Owner under this Agreement during the period such new services are re-contracted. For greater certainty, such re-contracting of equivalent quantity of services may arise should an End User (including Buyer) of a prematurely terminated Gas Sales Agreement successfully enter into a replacement gas sales agreement that requires terminalling services. Notwithstanding the foregoing, nothing in this Agreement shall be construed to mean that any End User has a right to capacity in the Terminal.

(b) In the event of a premature termination of the Gas Sales Agreement pursuant to Section 18.1 of the Gas Sales Agreement or a breach or default of the Gas Sales Agreement by Terminal User, then in the event that EMA authorises an increase in the Reservation Charge which is applicable to all End Users at any time after such termination of the Gas Sales Agreement, the ongoing Post-Termination Payment shall be reduced by an amount (in Singapore Dollars) equal to the positive difference between (i) the aggregate amount actually received by Terminal Owner in respect of the Reservation Fee from the date that Terminal
Owner is authorised by EMA to increase such Reservation Charge and continuing for the remaining term of the Gas Sales Agreement had such Gas Sales Agreement not been prematurely terminated, and (ii) the amount that would have been payable by all End Users in respect of the Reservation Fee during the period referenced in sub-Clause (i) had no such increase in the Reservation Charge been authorised by EMA.

3 DOWNSTREAM PIPELINE ARRANGEMENTS

3.1 Downstream Pipeline Transportation Arrangements

Buyer acknowledges and agrees that it shall arrange for the transportation of Gas by Downstream Pipelines in order for Buyer to meet its obligations to take delivery of Gas in accordance with the Gas Sales Agreement (the “Downstream Arrangements”). All Downstream Arrangements shall be timely communicated to, and coordinated with, Terminal Owner. Although the Parties recognize that the receipt and delivery on a Downstream Pipeline of Gas from the LNG Terminal shall be subject to the operational procedures of such Downstream Pipeline, Buyer shall be solely responsible for making and maintaining all Downstream Arrangements with third-Persons and for ensuring that all Downstream Arrangements are consistent with the Gas Sales Agreement and with all applicable laws.

3.2 Nomination and Scheduling Confirmations; Imbalance Charges

Buyer shall require all relevant Persons to confirm in a timely manner to Terminal Owner all of Buyer’s nominations and scheduling of deliveries of Gas into each Downstream Pipeline, such confirmation to be by means acceptable to Terminal Owner. In the event a Transporter imposes scheduling fees, imbalance charges, cash out costs or similar costs, fees or damages for imbalances associated with Gas to be delivered to Buyer or other similar costs allowed under the Gas Network Code or other applicable law (“Imbalance Charges”), then:

(a) Buyer shall indemnify and hold harmless Terminal Owner from all liabilities arising directly out of, directly incident to or directly resulting from, any Imbalance Charges directly resulting from Buyer’s or its representatives’ wrongful acts or omissions. Terminal Owner shall have no liability for any failure of any third-Person to make the Downstream Arrangements available to Buyer or to otherwise provide Gas to Buyer via any Downstream Pipeline for any reason; and

(b) Terminal Owner shall indemnify and hold harmless Buyer from all liabilities arising directly out of, directly incident to or directly resulting from any Imbalance Charges directly resulting from Terminal Owner’s or its authorised representatives’ wrongful acts or omissions.

3.3 Pipeline Operating Pressures
Buyer acknowledges and agrees that Terminal Owner shall not be liable to Buyer if Buyer or the Person providing gas transportation services via the relevant Downstream Pipeline (the “Transporter”) fails to continuously ensure that the operating pressure of such Downstream Pipeline is (i) not greater than its maximum allowable operating pressure (MAOP) at the Delivery Point (including by causing the quantity of Gas delivered at the Delivery Point to flow continuously downstream or by causing other means of suitable pressure control on the Downstream Pipelines and the related gas pipeline network in Singapore); or (ii) not less than the minimum operating pressure as notified by Terminal Owner to Buyer from time-to-time (MinAOP) as required to ensure that the temperature of Gas at each Delivery Point on such Downstream Pipeline remains above the higher of (x) the minimum gas temperature permitted under the Gas Network Code and (y) the minimum allowable operating temperature of the high pressure gas pipework of the LNG Terminal.

4 REPRESENTATIONS AND WARRANTIES

4.1 Buyer Representations and Warranties

Buyer makes the following representations and warranties as of the date of this Agreement, in favour of Terminal Owner:

(a) Organisation.

it is duly organised and validly existing under the laws of its jurisdiction of incorporation, and has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations under this Agreement, the Gas Sales Agreement and the Arbitration Agreement referenced in Clause 11.3 (as applicable), and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(b) Authorisation.

the execution, delivery and performance by it of this Agreement, the Gas Sales Agreement and the Arbitration Agreement (as the case may be) have been duly authorised by all necessary corporate or other action on the part of it and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of it or any other person, except approvals or consents which have previously been obtained and which are in full force and effect;

(c) Execution and Delivery; Binding Agreements.

each of this Agreement, the Gas Sales Agreement and the Arbitration Agreement is in full force and effect, has been duly executed and delivered on behalf of it by the appropriate officers of it, and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as the
enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganisation or other similar laws affecting the enforcement of creditors’ rights generally; and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(d) **Governing Law and Enforcement.**

the choice of English Law as the governing law of this Agreement and the Arbitration Agreement will be recognised and enforced in its jurisdiction of incorporation and any judgment obtained in England in relation to this Agreement and the Arbitration Agreement will be recognised and enforced in its jurisdiction of incorporation;

(e) **No Proceedings.**

no litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement, the Gas Sales Agreement and the Arbitration Agreement have been started or (to the best of its knowledge and belief having made due and careful enquiry) threatened against it;

(f) **Pari Passu ranking.**

its payment obligations under this Agreement rank at least pari passu with the claims of all other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;

(g) **No Immunity.**

neither it nor any of its assets are immune to any legal action or proceeding;

(h) **No Default.**

it is not in default of any of its obligations under the Gas Sales Agreement and the Arbitration Agreement, and no Default has occurred under this Agreement;

(i) **Liquidation or similar proceedings.**

it has not taken any corporate action, not have any other steps been taken or legal proceedings been started or threatened against it for its administration, liquidation or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or any internal part for all of its assets or revenues;
(j) Gas Sales Agreement and the Arbitration Agreement.

neither the Gas Sales Agreement nor the Arbitration Agreement has been materially amended, modified or supplemented by Buyer in violation of this Agreement; and

(k) LNG Supplier.

it has not assigned all or any portion of the Direct Terminal Payments to or for the benefit of, or otherwise created any right or claim in respect of all or any portion of the Direct Terminal Payments in favour of, LNG Supplier.

4.2 Terminal Owner Representations and Warranties

Terminal Owner makes the following representations and warranties as of the date of this Agreement, in favour of Buyer:

(a) Organisation.

it is duly organised and validly existing under the laws of its jurisdiction of incorporation, and has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations under this Agreement, the TUA and the Arbitration Agreement referenced in Clause 11.3 (as applicable), and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(b) Authorisation.

the execution, delivery and performance by it of this Agreement, the TUA and the Arbitration Agreement (as the case may be) have been duly authorised by all necessary corporate or other action on the part of it and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of it or any other person, except approvals or consents which have previously been obtained and which are in full force and effect;

(c) Execution and Delivery; Binding Agreements.

each of this Agreement, the TUA and the Arbitration Agreement is in full force and effect, has been duly executed and delivered on behalf of it by the appropriate officers of it, and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganisation or other similar laws affecting the enforcement of creditors’ rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law);
(d) **Governing Law and Enforcement.**

the choice of English Law as the governing law of this Agreement and the Arbitration Agreement will be recognised and enforced in its jurisdiction of incorporation and any judgment obtained in England in relation to this Agreement and the Arbitration Agreement will be recognised and enforced in its jurisdiction of incorporation;

(e) **No Proceedings.**

no litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a material adverse effect on the ability of Terminal Owner to perform its obligations under this Agreement, the TUA and the Arbitration Agreement have been started or (to the best of its knowledge and belief having made due and careful enquiry) threatened against it;

(f) **Pari Passu ranking.**

its payment obligations under Clauses 3.2(b) and 5.3 of this Agreement rank at least *pari passu* with the claims of all other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;

(g) **No Immunity.**

neither it nor any of its assets are immune to any legal action or proceeding;

(h) **No Default.**

it is not in default of any of its obligations under the TUA, the TICA and the Arbitration Agreement, and no Default has occurred under this Agreement; and

(i) **Liquidation or similar proceedings.**

it has not taken any corporate action, not have any other steps been taken or legal proceedings been started or threatened against it for its administration, liquidation or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or any internal part for all of its assets or revenues.
4.3 Continuing Buyer Representations

Buyer agrees with Terminal Owner that upon reasonable prior written request by Terminal Owner in connection with: (a) any financing or refinancing of Terminal Owner’s LNG terminal facilities; or (b) the sale of all or substantially all of the assets of Terminal Owner (in compliance with the criteria set out in clause 21.2(d)(i)(C) of the TUA), Buyer shall promptly deliver a written certification to Terminal Owner that the representations set out in Clause 4.1 are and remain true and accurate as of the date of such certification, in each case with reference to the facts and circumstances subsisting at the time of such certification.

5 DEFAULTS; REMEDIES; CONSEQUENTIAL LOSSES

5.1 Defaults

(a) It shall be a “Default” hereunder by Buyer in the event that Buyer shall fail to (a) pay on the due date any amount payable by Buyer in respect of the Direct Terminal Payments due and owing under this Agreement (and in the case of the Terminal Costs Charge, as invoiced to the Buyer in accordance with the Gas Sales Agreement) to Terminal Owner; or (b) provide and maintain (or cause to be provided or maintained) Bank Security or a Parent Guarantee (as applicable) in accordance with the provisions of Clause 2.4.

(b) Notwithstanding anything in this Agreement to the contrary, a termination of this Agreement by either Party pursuant to Clause 1.4(d) shall be deemed to be a failure by Buyer to provide and maintain (or cause to be provided or maintained) Bank Security or a Parent Guarantee (as applicable) in accordance with the provisions of Clause 2.4, and such failure shall be deemed to have occurred as of the date of termination of this Agreement. In the event of a termination of the Gas Sales Agreement pursuant to the immediately preceding sentence, notwithstanding any other provisions in this Agreement to the contrary, Terminal Owner shall have no right to assert any claim or see any damages from Buyer, including seeking any Post-Termination Payment from Buyer, except for any claim or damages arising out of a breach of Buyer’s obligation contained in the first sentence of Clause 14.(d).

5.2 Suspension or Termination of the Gas Sales Agreement

(a) If a Default under Clause 5.1 has occurred and is continuing, Terminal Owner may direct Terminal User to provide a Non-Payment Notice to Buyer pursuant to the Gas Sales Agreement, and

(i) should such Default continue without cure for at least ten (10) Business Days from the date of the Non-Payment Notice, Terminal Owner may direct Terminal User to temporarily suspend Gas deliveries to Buyer under the Gas Sales Agreement until Terminal Owner is satisfied that payments
of the Terminal Costs Charge plus any Default Interest thereon pursuant to Clause 6 have been, or will be, made current; and/or

(ii) should such Default involve a non-payment of the Direct Terminal Payments in excess of one million Singapore Dollars (S$1,000,000), and such Default has continued without cure for at least twenty (20) Business Days from the date of the Non-Payment Notice, Terminal Owner may direct Terminal User to terminate the Gas Sales Agreement in accordance with the relevant provisions thereof.

(b) In addition to the rights and remedies available to Terminal Owner pursuant to Clause 5.2(a), in the event that this Agreement or the Gas Sales Agreement is terminated by Terminal Owner or Terminal User (as applicable) as a result of a breach or default by Buyer hereunder or thereunder, Buyer’s liability to Terminal Owner shall, subject to Clause 2.14, be limited to any and all Post-Termination Payments, together with any Default Interest, reasonable attorney’s fees and costs of collection arising out of such termination.

(c) In the event that the Gas Sales Agreement is terminated by Buyer as a result of a breach or default (i) by Terminal User under the Gas Sales Agreement, or (ii) by the LNG Supplier under the LNG Sale and Purchase Agreement, then in either of the foregoing cases, Buyer’s liability to Terminal Owner shall, subject to Clause 2.14, be limited to the Post-Termination Payment.

5.3 Direct Buyer Claim Against Terminal Owner

(a) Subject to the provisions of Clause 5.4, and in addition to Terminal Owner’s indemnity obligations set forth in Clause 3.2(b), Terminal Owner shall indemnify and hold Buyer harmless from and against any and all of the following losses or damages sustained by Buyer that are directly attributable to an unexcused failure by Terminal Owner to perform its obligations to Terminal User under the TUA:

(i) actual Cover Costs incurred by Buyer in the event that Gas is not delivered or made available for delivery by Terminal User to Buyer in accordance with the Gas Sales Agreement; provided, however, that Buyer shall have used reasonable endeavours to minimise such Cover Costs, including any reasonable endeavours to select the least costly method or combination of methods of cover;

(ii) any reasonable, actual, and documented direct costs incurred by Buyer as a result of its taking delivery of or using Off-Spec Gas from Terminal User under the Gas Sales Agreement following prior notice by Terminal User of such off-specification condition; provided, however, that such direct costs shall not exceed twenty-two and one-half percent (22.5%) of the amount that would be payable by Terminal User to Buyer under Article 5 of the Gas Sales Agreement in respect of such Off-Specification Gas accepted by Buyer following prior notice of such off-specification
condition by Terminal User; provided, however that Buyer shall have used reasonable endeavours to minimise such losses, damages, costs and expenses; and

(iii) all liabilities, losses, damages, costs and expenses incurred by Buyer as a consequence of taking delivery or use of Off-Spec Gas from Terminal User under the Gas Sales Agreement (including damage to Buyer’s Facility or any Downstream Pipeline or liabilities to other Persons resulting from such Off-Spec Gas having failed to meet the Specifications at the Delivery Points) under circumstances where Buyer was not made aware or notified prior to delivery that all or any part of the Gas is Off-Spec Gas or the extent to which the Gas is Off-Spec Gas, or without Buyer having had a reasonable period of time to determine whether it would be adversely affected by receiving such Off-Spec Gas; provided, however, that Buyer shall have used reasonable endeavours to minimise such losses, damages, costs and expenses.

(b) The aggregate of: (i) Terminal Owner’s liability to Buyer under this Clause 5.3; (ii) Terminal Owner’s liability to other Gas Receivers under their respective TUA direct agreements; and (iii) any liability of Terminal Owner to Terminal User under the TUA, in any or all of the cases in Clause 5.3(a) arising out of or relating to a Terminal Owner Breach (as such term is defined in clause 17.1 of the TUA) involving a single occurrence or series of occurrences having the same origin, shall at all times be limited to the maximum liability of Terminal Owner as reflected in clause 17.1 of the TUA.

(c) In the event that Buyer and one or more Gas Receivers are entitled to recovery of damages from Terminal Owner under their respective TUA direct agreements (including any damages required to be paid by Terminal Owner to Terminal User which are to be passed through from Terminal User to Buyer or other Gas Receivers under their respective gas sales agreements) involving a single occurrence or series of occurrences having the same origin involving an unexcused failure by Terminal Owner to perform its obligations to Terminal User under the TUA, Buyer’s share of available damages payment proceeds shall be limited to its pro rata share of the portion of proceeds available to satisfy the claims of all such Gas Receivers (including Buyer), with Buyer’s pro rata share being determined by a fraction the numerator of which is the amount of all damages that are awarded to Buyer under this Agreement in respect of the applicable single occurrence or series of occurrences having the same origin, and the denominator of which is the aggregate amount of all damages that are awarded to all Gas Receivers (including Buyer) under their respective TUA direct agreements in respect of the applicable single occurrence or series of occurrences having the same origin.

(d) Terminal Owner’s liability to Buyer under this Clause 5.3 shall be Buyer’s sole and exclusive remedy (including in tort, negligence and contract) against
Terminal Owner for any losses or damages sustained by Buyer that are directly attributable to an unexcused failure by Terminal Owner to perform its obligations to Terminal User under the TUA.

5.4 Consequential Losses

Except as specifically provided in Clause 5.3 of this Agreement, neither Party shall be liable to the other Party under this Agreement for or in respect of any of the following:

(a) any actual or anticipated (i) loss of income or profits, (ii) loss of revenue, (iii) loss of use, (iv) loss of production, (v) loss of contract, (vi) loss of goodwill, (vii) increased cost of working or (viii) loss of business opportunity;

(b) any claim, demand or action made or brought against that Party by a third-person;

(c) any indirect, remote, unforeseeable or consequential loss or damage; or

(d) any exemplary or punitive damages;

incurred by a Party or any other person, all or any part of which arises out of or relates to the performance or breach of this Agreement or to any act or omission related to this Agreement, whether in contract, tort (including for negligence or breach of duty), strict liability, or any other doctrine in contract, law or equity.

6 DEFAULT INTEREST

6.1 Rate

Without prejudice to any other fees, commissions or rates payable by Buyer under this Agreement, if Buyer fails to pay any amount (and which, in the case of the Terminal Costs Charge, is invoiced to the Buyer in accordance with the Gas Sales Agreement) payable to Terminal Owner under this Agreement when such amount is due, Buyer shall pay interest on such amount from and including such due date to the date of actual payment thereof (after, as well as before, judgment) ("Default Interest") at the Default Rate.

6.2 Calculation of Default Interest

Default Interest payable under Clause 6.1 shall be calculated daily and compounded monthly on the first Day of each Month and shall accrue from day-to-day up to the date that the applicable overdue sum is paid in full to Terminal Owner.

7 AMENDMENT

7.1 Amendments and Waiver

Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by Buyer.
and Terminal Owner, it being understood that Terminal User’s signature is not required. Any waiver of any Default under this Agreement shall only be effective if made in writing and signed by or on behalf of the Party against whom the waiver is asserted.

8  WAIVER AND SEVERABILITY

8.1 Waiver

No failure or delay by a Party in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude any other rights, powers and remedies provided by law.

8.2 Severability

Each provision contained in this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. If any provision of this Agreement, or the application of a provision to any person or circumstance, shall be held invalid or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect, and in such a case the Parties shall (where possible) replace the unenforceable provision by other or others which provide the economic purpose envisaged by that provision.

9  ASSIGNMENT AND TRANSFER

9.1 Assignment by Buyer

(a) Buyer may not assign or transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of Terminal Owner; provided, however, that Buyer may at any time, upon written notice to but without the consent of Terminal Owner, assign, mortgage, or pledge all or any of its rights, interests, and benefits hereunder to (i) an Affiliate to whom the Gas Sales Agreement is assigned in accordance with the applicable provisions of the Gas Sales Agreement, and (ii) any lenders or secured hedging counterparties (collectively, “Financiers”) in order to secure payment of any indebtedness incurred or to be incurred in connection with any financing or refinancing of Buyer’s Facility; provided, however, that in connection with any assignment, mortgage or pledge pursuant to this Clause 9.1(a)(ii), Terminal Owner shall provide to the Financiers to whom such indebtedness is owed, a consent to assignment or similar document in form and substance customary for similar financing transactions and reasonably agreed by such Financiers and Terminal Owner, covering matters that are customary in financings of the type, including
Financier assignments or security rights with respect to this Agreement, direct notices to Financiers and Financiers’ step-in/step-out rights.

(b) Notwithstanding the provisions of Clause 9.1(a), in the event that EMA (or its nominee) steps-into Buyer’s rights and obligations under the Gas Sales Agreement in accordance with the provisions of the Step-in Rights Agreement, Terminal Owner’s consent shall not be required for Buyer to effect the assignment of this Agreement to EMA (or its nominee, as applicable).

9.2 Assignment by Terminal Owner

Terminal Owner may at any time, upon written notice to but without the consent of Buyer, (a) assign its rights and obligations under this Agreement (including the right to receive the proceeds of any payment hereunder) in whole or in part to: (i) an Affiliate; (ii) any Singapore Governmental Authority or any entity that is owned or controlled by a Singapore Governmental Authority, or (iii) any third-Person assignee that is also acquiring all or substantially all of the assets of Terminal Owner and which complies with the criteria set out under Clause 21.2(d)(i)(C) of the TUA; or (b) assign, mortgage, or pledge all or any of its rights, interests, and benefits hereunder to any Financiers in order to secure payment of any indebtedness incurred or to be incurred in connection with any financing or refinancing of the Terminal Owner’s LNG terminal; provided, however, that in connection with any assignment, mortgage or pledge pursuant to sub-Clause (b), Buyer shall provide to the Financiers to whom such indebtedness is owed, a consent to assignment or similar document in form and substance customary for similar financing transactions and reasonably agreed by such Financiers and Buyer, covering matters that are customary in project financings of the type, including Financier assignments or security rights with respect to this Agreement, direct notices to Financiers and Financiers’ step-in/step-out rights. Except as specifically set forth in this Clause 9.2, any Bank Security or Parent Guarantee provided and maintained by Buyer shall not be transferrable by Terminal Owner.

10 NOTICES

10.1 Delivery

Each notice shall be in writing, delivered personally or sent by pre-paid first-class letter or fax (confirmed by letter) and be sent to the relevant Parties’ registered office or to such other address or fax number as is notified by one Party to the other.

10.2 Receipt

Subject to the provisions of Clause 10.3, any notice or other communication that Buyer or Terminal Owner gives shall be deemed to have been received:

(e) if sent by fax, with a confirmation of transmission, on the day it is transmitted;

(f) if given by hand, on the day of actual delivery; or
(g) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

10.3 Business Day of notice

In the event that a notice would otherwise be deemed to have been received under Clause 10.2 on a day which is not a Business Day, or after normal business hours, in either of the foregoing cases in the place it is received, such notice shall be deemed to have been received on the next Business Day.

11 GOVERNING LAW AND JURISDICTION

11.1 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with English Law.

11.2 Waiver of Immunity

Each Party irrevocably and unconditionally waives any immunity to which it or its property may at any time be or become entitled, whether characterised as sovereign immunity or otherwise, from any set-off or legal action in its jurisdiction of incorporation or elsewhere, including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.

11.3 Dispute Resolution

The Parties acknowledge that they are or have become parties to the Arbitration Agreement. The Parties agree that the terms of the Arbitration Agreement shall be deemed incorporated into this Agreement as if fully set forth herein. All defined terms in the Arbitration Agreement shall have the same meaning in this Agreement. The Parties hereby agree that each Dispute arising under or in connection with this Agreement (including any Dispute as to (i) its formation, (ii) whether or not this Agreement has been terminated or (iii) a request for a declaration to resolve a Dispute concerning the interpretation of this Agreement) or which arises out of or in connection with the Project, shall be resolved pursuant to the terms of the Arbitration Agreement. The Parties hereby agree that all Related Disputes shall be resolved pursuant to the terms of the Arbitration Agreement. For the avoidance of doubt, all other parties to the Arbitration Agreement (as defined in that agreement) are intended by the Parties to this Agreement to be third party beneficiaries of this Agreement with respect to the rights contained in this Clause 11.3 as against the Parties to this Agreement.

12 CONFIDENTIALITY
12.1 Confidentiality Obligation

Each Party shall maintain in strict confidence and protect the confidentiality of all the provisions and contents of this Agreement and of all information, reports, data, software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof and any reports, digests or summaries created or derived from any of the foregoing that is provided by one Party to another Party ("Confidential Information"), and shall not disclose any such Confidential Information to any third party without the prior written consent of the other Party, except as provided in Clause 12.2.

12.2 Permitted Disclosure

(a) Notwithstanding Clause 12.1, each Party may disclose Confidential Information without the other Party’s consent to:

(i) the Party’s Affiliates, directors and employees to the extent necessary to enable such Party to perform its obligations under this Agreement;

(ii) a Party’s Financiers and prospective Financiers; provided, however, that the identities of such Financiers and prospective Financiers must be disclosed to the other Party prior to, concurrently with or reasonably promptly after such disclosure;

(iii) advisors and consultants, including counsel, accountants and other agents of the Party or its Affiliates; provided, however, that the identities of such Persons must be disclosed to the other Party;

(iv) insurance providers, advisors and consultants; provided, however, that the identities of such Persons must be disclosed to the other Party;

(v) credit rating agencies; provided, however, that the identities of such Persons must be disclosed to the other Party;

(vi) arbitrators, experts and any court in connection with the resolution of a Dispute;

(vii) any bona fide intended purchaser of a material interest (including equity ownership or assets) in a Party or an Affiliate of a Party;

(viii) any recognized stock exchange, if reasonably required by the regulations thereof, on which shares of a Party or its Affiliate are listed;

(ix) any bona fide intended assignees of a Party’s interests under this Agreement, provided, however, that:

(A) such intended assignee has entered into a confidentiality agreement with the intended assignor incorporating terms to restrict disclosure
of the Confidential Information on an “as needed” basis and solely for the purpose of the proposed assignment;

(B) a copy of that confidentiality agreement has been provided to the Non-Assigning Party; and

(C) such confidentiality agreement expressly states that the Non-Assigning Party is an intended third-party beneficiary of such agreement with respect to disclosure of Confidential Information, capable of independently enforcing the provisions therein protecting disclosure of such Confidential Information;

(x) any third-party operator of the LNG Terminal, limited to the extent necessary to implement this Agreement; and

(xi) EMA and its representatives, including its advisors, Financiers, consultants and counsel.

(b) The Party disclosing Confidential Information shall ensure that any Person listed in Clauses 12.1(a)(i), 12.1(a)(ii), 12.1(a)(iii), 12.1(a)(iv), 12.1(a)(vii) and 12.1(a)(x) above to which it makes the disclosure enters into a confidentiality agreement on terms equivalent to those set forth in Clause 12.1(a)(ix) above (excluding legal counsel). In the case of disclosure to an employee made in accordance with Clause 12.1(a)(i) above, the undertaking is to be given by the Party on its own behalf and in respect of all its employees.

(c) In the event that disclosure is required by any Governmental Authority other than the EMA or applicable law, the Party subject to such requirement may disclose the Confidential Information of the other Party to the extent so required, but shall as soon as reasonably practicable notify the other Party prior to disclosure (if not prohibited) and shall cooperate (consistent with the disclosing Party’s legal obligations) with the other Party’s efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party.

(d) The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with the confidentiality obligations set forth in this Clause 12.

(e) Terminal Owner may disclose the terms of this Agreement to Terminal User in order to implement and administer the provisions of this Agreement.

12.3 Duration

The provisions of this Clause 12 shall remain in force for a period of five (5) years after the date of termination or expiration of this Agreement.

13 MISCELLANEOUS
13.1 Term; Survival

This Agreement shall come into full force and effect upon satisfaction or waiver of all conditions precedent set forth in Clause 1.14 and shall continue in full force and effect until the earlier to occur of (a) termination of this Agreement in accordance with an express termination provision set forth herein, or (b) the date that all amounts (including any interest and other costs) that are due and owing by Buyer to Terminal Owner pursuant to this Agreement have been irrevocably, unconditionally and indefeasibly paid in full. Buyer acknowledges and agrees that this Agreement shall survive any termination or expiration of the Gas Sales Agreement,

13.2 Counterparts

This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

13.3 Successors and Assigns

This Agreement shall be binding upon Buyer and its successors and permitted assigns, and shall inure to the benefit of Terminal Owner, its designees and its successors and assigns.

13.4 Further Assurances

Buyer hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Agreement.

13.5 Entire Agreement

This Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.

[Signatures on following page]
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed as a deed by its officer thereunto duly authorised as of the date first above written.

[GAS RECEIVER]

By: ________________________________
Name: 
Title: 

SINGAPORE LNG CORPORATION PTE. LTD.

By: ________________________________
Name: 
Title:
ATTACHMENT A

[REDACTED GAS SALES AGREEMENT]
ATTACHMENT B

FORM OF BUYER LETTER OF CREDIT

Letter of Credit No. [●]

To: SINGAPORE LNG CORPORATION PTE. LTD.
Attention: CEO
991G Alexandra Road, #03-29C
Singapore 119975

Dear Sir or Madam,

At the request of [GAS RECEIVER] (“Buyer”), which term when used hereinafter shall include the permitted assignees of Buyer pursuant to the TUA Direct Agreement (as hereinafter defined), we, [ ], herewith issue our irrevocable, transferrable Standby Letter of Credit No. [●] (this “Letter of Credit”) in favour of Singapore LNG Corporation Pte. Ltd. (“Beneficiary”). This Letter of Credit shall cover all obligations and liabilities of Buyer under or pursuant to that certain TUA Direct Agreement entered into between Buyer and Beneficiary dated 15 March 2010 (the “TUA Direct Agreement”) to pay the Direct Terminal Payments (as such term is defined in the TUA Direct Agreement) to Beneficiary.

1. This Letter of Credit shall be issued for value of up to S$[●], valid in [●], for the period commencing on [●], 20[●] and ending on [●], 20[●], and shall be available at sight against presentation of the following documents to [Issuing Bank] at its offices in Singapore at [●]:

   (a) Copy of Beneficiary’s signed statement or invoice issued in accordance with the TUA Direct Agreement for the Direct Terminal Payments that have become due and payable by Buyer to Beneficiary as per the TUA Direct Agreement; and

   (b) Beneficiary’s signed certification evidencing the following, as applicable (with alternative bracketed provisions deleted and with all blanks appropriately filled in):

   “We certify that the amount invoiced in our [statement] {or} [invoice] number [●] is properly due and payable in accordance with the terms and conditions of the TUA Direct Agreement. We further certify that the amount of this drawing, S$[●], under Standby Letter of Credit No. [●], represents funds due to us as Buyer has failed to pay timely the aforementioned [statement] {or} [invoice], in full or in part in accordance with the terms and conditions of the TUA Direct Agreement.”

or:

Schedule 7 Page 40
“We certify that the amount of this drawing, S$[●], under Standby Letter of Credit No. [●], represents funds due to us as Buyer has failed to timely renew or replace this Standby Letter of Credit in accordance with the terms and conditions of the TUA Direct Agreement between Buyer and Beneficiary.”

or:

“We certify that the amount of this drawing, S$[●], under Standby Letter of Credit No. [●], represents funds due to us as the TUA Direct Agreement and/or the Gas Sales Agreement between Buyer and Terminal User has or have been terminated as a result of a breach or default by Buyer thereunder.”

2. Partial drawings are allowed, provided that, the aggregate amount of all such partial drawings shall not exceed the face amount referenced in paragraph 1 above. All drawings under this Letter of Credit shall be paid with our own funds.

3. The certification described in paragraph 1(b) above, which forms an integral part of this Letter of Credit, shall be signed by one of your purported Presidents, Vice Presidents, Assistant Vice Presidents, Chief Financial Officers, Treasurer or other duly appointed officers (each an “Authorized Officer”), and such certification shall be either in the form of a letter on your letterhead or a communication by telecopy, tested telex or authenticated SWIFT delivered to us. Any tested telex or authenticated SWIFT pursuant to which a drawing is made hereunder shall constitute an operative drawing instrument and need not be confirmed in writing. In the event of a drawing being made by telecopy, you and the Company agree that we are authorized to act on such telecopy without the need or obligation to secure the original thereof.

4. Demand for payment may be made by you under this Letter of Credit prior to the expiration hereof at any time prior to [5:00] p.m., Singapore time, at our address set forth above on any Business Day. As used herein the term “Business Day” means any day on which banking institutions in the Republic of Singapore are open for business (other than a Saturday, Sunday or legal holiday in the Republic of Singapore). If demand for payment is made by you hereunder on a Business Day on or prior to [5:00] p.m., Singapore time; provided, however, that such demand for payment and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded, in immediately available funds, not later than [11:30] a.m., Singapore time, on the next succeeding Business Day.

5. This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

6. This Letter of Credit is transferable in its entirety (but not in part) to (a) an Affiliate (as defined in the TUA Direct Agreement), (ii) any Singapore Governmental Authority (as defined in the TUA Direct Agreement) or any entity that is owned or controlled by a
Singapore Governmental Authority, or (iii) any third-person assignee that is also acquiring all or substantially all of the assets of Beneficiary and which complies with the criteria set out under Clause 21.2(d)(i)(C) of the TUA (as defined in the TUA Direct Agreement), or (b) to any Financiers (as defined in the TUA Direct Agreement) in order to secure payment of any indebtedness incurred or to be incurred in connection with the financing of the Beneficiary’s LNG terminal and may be successively transferred (subject to the applicable foregoing conditions), in each case as effected by the presentation to us of this Letter of Credit accompanied by a Transfer Request in the form of Annex A attached hereto, appropriately completed, and a transfer fee of S$\[
\]
. Our transfer fee is for the account of the Buyer. Upon such presentation, we shall forthwith transfer this Letter of Credit to the relevant transferee or, in our discretion, issue a new letter of credit to such transferee with provisions therein consistent with this Letter of Credit. Upon our complying with a Transfer Request, all drafts and drawing certificates must be made out and executed in the name of the current transferee. Anything contained in this Letter of Credit to the contrary notwithstanding, no transfer of this Letter of Credit will be made if such transfer would violate any law, statute or regulation governing the issuance or use of letters of credit.

7. Only you or a transferee which became such in accordance with the provisions of the immediately preceding paragraph (a “Proper Transferee”) may make drawings under this Letter of Credit. Upon the payment to you or a Proper Transferee or your or a Proper Transferee’s account of the amount specified in a sight draft drawn and accompanying drawing certificate delivered hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such draft and drawing certificate, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such draft or drawing certificate to you or a Proper Transferee.

8. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to in Section 1 and shall refer to this Letter of Credit No. [●].

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2006 revision) ICC Publication No. 600, and the laws of [England] {or} [Singapore] to the extent not inconsistent therewith.

This document is the full operative credit instrument and no other advice is required.

Very truly yours,

[BUYER’S BANK]; the Issuing Bank

Schedule 7 Page 42
TRANSFER REQUEST

To: [Name of Issuing Bank]  
[Address]  
Attn: [●]

Re: Irrevocable Letter of Credit No. [●] (the “Letter of Credit”)  

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to [●] (the “Transferee”), located at [address], all rights of the undersigned beneficiary to draw under the Letter of Credit.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the Transferee and the Transferee shall have the sole rights as beneficiary of the Letter of Credit. Effective upon such transfer, the undersigned beneficiary shall cease to have any rights under this Letter of Credit. All future amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned beneficiary.

The Letter of Credit is returned herewith, and we ask you either to reissue the Letter of Credit in the name of the Transferee or to endorse the transfer on the reverse thereof, and forward it directly to the Transferee with your customary notice of transfer.

Very truly yours,

[SINGAPORE LNG CORPORATION PTE. LTD.]¹

By: ________________________________
   Name: ______________________________
   Title: ______________________________

The above signature is guaranteed and is in conformity to that on file with us as to the signer’s authority to execute this Transfer Request.

¹ Transferor should be the Beneficiary under the Letter of Credit as of the time of the relevant Transfer Request.
[AUTHENTICATING BANK]

By: ________________________________
   Name: ________________________________
   Title: ________________________________
ATTACHMENT C

FORM OF BANK GUARANTEE

Bank Guarantee No. [●]

To: SINGAPORE LNG CORPORATION PTE. LTD.
Attention: CEO
991G Alexandra Road, #03-29C
Singapore 119975

Dear Sir or Madam,

At the request of [GAS RECEIVER] ("Principal"), which term when used hereinafter shall include the permitted assignees of Principal pursuant to that certain TUA Direct Agreement entered into between Principal and Beneficiary dated 15 March 2010 (the “TUA Direct Agreement”), we, [ ], having our registered office at [●], hereby guarantee and undertake unconditionally and irrevocably to SINGAPORE LNG CORPORATION PTE. LTD. (the “Beneficiary”), which term when used hereinafter shall include the permitted assignees of Beneficiary pursuant to the TUA Direct Agreement, the due payment of any and all sum or sums payable as Direct Terminal Payments (as such term is defined in the TUA Direct Agreement) under the TUA Direct Agreement, and we will pay to the Beneficiary immediately on the Beneficiary's first written demand or respective written first demands in respect of each sum demanded; provided, however, that our total liability under this guarantee shall not exceed the aggregate of SINGAPORE DOLLARS [●] ONLY (S$[●]).

1. Every such written demand of the Beneficiary shall be accompanied by the applicable Beneficiary's signed statement (with alternative bracketed provisions deleted and with all blanks appropriately filled in) reading as follows:

   “We, [SINGAPORE LNG CORPORATION PTE. LTD.]², as Beneficiary under and pursuant to Bank Guarantee No. [●], hereby certify to you that the amount of S$[●] represents and covers outstanding obligations due and payable to us by Principal pursuant to that certain TUA Direct Agreement entered into between Principal and Beneficiary dated 15 March 2010.”

or:

   “We, [SINGAPORE LNG CORPORATION PTE. LTD.]³, as Beneficiary under and pursuant to Bank Guarantee No. [●], hereby certify to you that the amount of S$[●] represents funds due to us as Principal has failed to timely renew or replace this

² Demanding party should be the Beneficiary under the Guarantee as of the time of the relevant written demand.
³ Demanding party should be the Beneficiary under the Guarantee as of the time of the relevant written demand.
Guarantee in accordance with the terms and conditions of the TUA Direct Agreement dated 15 March 2010 between Principal and Beneficiary.”

or:

“We, [SINGAPORE LNG CORPORATION PTE. LTD.], as Beneficiary under and pursuant to Bank Guarantee No. [●], hereby certify to you that the amount of S$[●] represents funds due to us as the TUA Direct Agreement dated 15 March 2010 between Principal and Beneficiary and/or the Gas Sales Agreement dated 15 March 2010 between Principal and Terminal User has or have been terminated as a result of a breach or default by Buyer thereunder.”

This Guarantee shall not be affected by any time, arrangement or other indulgence which the Beneficiary may grant to or have with the Principal or any other person which might operate to diminish or discharge the liability of or otherwise provide a defence to a surety. Without prejudice to the generality of the foregoing, our liability hereunder shall not be discharged or impaired by (a) the existence or validity of any other security or any enforcement of or failure to enforce or release any security; (b) any amendment, variation, supplement or modification to or of the TUA Direct Agreement, and (c) any other act, event, neglect or omission which would or might but for this clause operate to impair or discharge our liability hereunder.

2. The Beneficiary shall have the right to demand payment at any time under this Guarantee, and all payments under this Guarantee shall be made in Singapore Dollars, subject to the maximum cap as set out in paragraph 1 above.

3. We agree that this Guarantee shall be effective from [dd/mm/yyyy] and shall expire upon [dd/mm/yyyy] (hereinafter called the "Expiry Date") and shall be an irrevocable guarantee throughout the said period. Demands, if any, must be made in writing and received by us at our [Banker's Guarantee Section] at [address], on or before the Expiry Date.

4. You may make more than one claim under this Guarantee so long as the claims are made in accordance with the terms set out herein and that the total claims do not exceed the maximum sum set out under paragraph 1 hereof.

5. This Guarantee shall be governed by and construed in all respects in accordance with laws of [the Republic of Singapore] {OR} [England], and all parties hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore.

6. This Guarantee is transferable in its entirety (but not in part) to (a) an Affiliate (as defined in the TUA Direct Agreement), (ii) any Singapore Governmental Authority (as defined in the TUA Direct Agreement) or any entity that is owned or controlled by a Singapore

[4] Demanding party should be the Beneficiary under the Guarantee as of the time of the relevant written demand.
Governmental Authority, or (iii) any third-person assignee that is also acquiring all or substantially all of the assets of Beneficiary and which complies with the criteria set out under Clause 21.2(d)(i)(C) of the TUA (as defined in the TUA Direct Agreement), or (b) to any Financiers (as defined in the TUA Direct Agreement) in order to secure payment of any indebtedness incurred or to be incurred in connection with the financing of the Beneficiary’s LNG terminal and may be successively transferred (subject to the applicable foregoing conditions), in each case as effected by the presentation to us of this Guarantee accompanied by a Transfer Request in the form of Annex A attached hereto, appropriately completed, and a transfer fee of $[●]. Our transfer fee is for the account of the Principal. Upon such presentation, we shall forthwith transfer this Guarantee to the relevant transferee or, in our discretion, issue a new guarantee to such transferee with provisions therein consistent with this Guarantee. Upon our complying with a Transfer Request, all drafts and drawing certificates must be made out and executed in the name of the current transferee. Anything contained in this Guarantee to the contrary notwithstanding, no transfer of this Guarantee will be made if such transfer would violate any law, statute or regulation governing the issuance or use of bank guarantees.

**SIGNED, SEALED AND DELIVERED** on behalf of the **GUARANTOR**.

By: ______________________________________
Name: _____________________________________
Title: _______________________________________
TRANSFER REQUEST

To:  [Name of Guarantor Bank]  
[Address]  

Attn:  [●]  

Re:  Bank Guarantee No. [●] (the “Guarantee”)  

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to [●] (the “Transferee”), located at [address], all rights of the undersigned beneficiary to draw under the Guarantee.

By this transfer, all rights of the undersigned beneficiary in such Guarantee are transferred to the Transferee and the Transferee shall have the sole rights as beneficiary of the Guarantee. Effective upon such transfer the undersigned beneficiary shall cease to have any rights under this Guarantee. All future amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned beneficiary.

The Guarantee is returned herewith, and we ask you either to reissue the Guarantee in the name of the Transferee or to endorse the transfer on the reverse thereof, and forward it directly to the Transferee with your customary notice of transfer.

Very truly yours,

[SINGAPORE LNG CORPORATION PTE. LTD.]  

By:  ____________________________  
   Name:  
   Title:

The above signature is guaranteed and is in conformity to that on file with us as to the signer’s authority to execute this Transfer Request.

[AUTHENTICATING BANK]  

By:  ____________________________  
   Name:

5 Transferor should be the Beneficiary under the Guarantee as of the time of the relevant Transfer Request.
ATTACHMENT D

FORM OF PARENT COMPANY GUARANTEE

THIS GUARANTEE (this “Guarantee”) is made effective as of the [●] day of [●], 20[●], by [GUARANTOR ENTITY], a [●] duly organised and existing under the laws of [●], with its head office located [●] (“Guarantor”) for the benefit of SINGAPORE LNG CORPORATION PTE. LTD., a corporation organised under the laws of Singapore with a business office at [●] (“Beneficiary”). Guarantor and Beneficiary are, individually, referred to herein as a “Party” and, collectively, as the “Parties.”

WHEREAS, Beneficiary and [Gas Receiver] (“Buyer”) have entered into that certain TUA Direct Agreement, dated 15 March 2010 (the “Agreement”);

WHEREAS, as an essential inducement to Beneficiary’s execution and acceptance of the Agreement, Beneficiary requested Buyer to cause this Guarantee to be provided and maintained, covering Buyer’s obligations to pay the Direct Terminal Payments (as such term is defined in the Agreement) to Beneficiary (the “Obligations”).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Subject to the terms, hereof, Guarantor hereby irrevocably and unconditionally guarantees to Beneficiary that Buyer will timely and completely perform all of the Obligations. If at any time Buyer fails, neglects or refuses to perform any of the Obligations, then promptly upon receipt of the first demand from Beneficiary specifying the failure, Guarantor shall fully and truly perform, or cause to be performed, all such Obligations.

2. Except for the notice required in Section 1, Guarantor hereby waives:

   (a) notice respecting the creation, existence or acquisition of all or any part of the Obligations;

   (b) notice or consent respecting any modification of the Obligations or the Agreement;

   (c) notice of adverse change in Buyer’s financial condition or of any other fact which might increase Guarantor’s risk;

   (d) notice of presentment for payment, demand or protest and notice thereof as to any instrument;

   (e) notice of Buyer’s default; and

   (f) all other notices and demands to which Guarantor might otherwise be entitled.
3. This is a guarantee of payment. Guarantor waives any and all rights, by statute or otherwise, to require Beneficiary to institute suit or otherwise exhaust its rights and remedies against Buyer. Guarantor consents and agrees that Beneficiary shall be under no obligation to marshal any assets in favour of Guarantor. Guarantor further waives any defence arising by reason of any disability, bankruptcy or insolvency of Buyer or by reason of cessation, by any cause whatsoever, of the liability of Buyer other than through payment or performance of the Obligations.

4. Guarantor hereby consents and agrees that, without notice to or subsequent consent by Guarantor and without affecting or impairing the obligations of Guarantor as herein set forth, Beneficiary may, by action or inaction, compromise, settle, waive, extend, refuse to enforce, release (in whole or in part), or otherwise grant indulgences to Buyer in respect to any or all of the Obligations and may amend, modify or extend in any manner the Agreement or any other documents or agreements relating to the Obligations other than this Guarantee.

5. This Guarantee is a primary and original obligation of Guarantor and is an absolute, unconditional, irrevocable Guarantee and, to the extent permitted by applicable law, shall remain in full force and effect without regard to future changes in conditions, including change of law, or any invalidity or irregularity with respect to the execution and delivery of any agreement by Buyer with respect to the Obligations, until full performance of the Obligations.

6. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment or transfer of the Agreement or this Guarantee shall operate to extinguish or diminish the liability of Guarantor hereunder. Without limiting the foregoing,

(a) Guarantor expressly consents and agrees that Beneficiary may (a) assign its rights and obligations under this Guarantee (including the right to receive the proceeds of any payment hereunder) in whole or in part to (i) an Affiliate, (ii) any Singapore Governmental Authority or any entity that is owned or controlled by a Singapore Governmental Authority, and/or (iii) any third-Person assignee that is also acquiring all or substantially all of the assets of Beneficiary and which complies with the criteria set out under clause 21.2(d)(i)(C) of the TUA, or (b) assign, mortgage, or pledge all or any of its rights, interests, and benefits hereunder to any lenders or secured hedging counterparties (collectively, “Financiers”) in order to secure payment of any indebtedness incurred or to be incurred in connection with the financing of the Beneficiary’s LNG terminal; provided, however, that in connection with any assignment, mortgage or pledge pursuant to sub-Clause (b), Guarantor shall provide to the Financiers to whom such indebtedness is owed, a consent to assignment or similar document in form and substance customary for similar financing transactions and reasonably agreed by such Financiers and Beneficiary, covering matters that are customary in project financings of the type, including Financier assignments or security rights with
respect to this Guarantee, direct notices to Financiers and Financiers’ step-in/step-out rights; and

(b) Guarantor shall not assign or transfer any of its obligations under this Guarantee. Any assignment or attempted assignment in violation hereof, whether by operation of law or otherwise, shall be void.

7. Guarantor represents and warrants that it is an entity of the type described in the preamble to this Guarantee, that it is duly organised and in good standing under the laws of its place of formation, that it has full power and authority to enter into this Guarantee, that its execution and delivery of this Guarantee has been duly authorised by all requisite corporate action, and that this Guarantee constitutes a legal, valid, and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms (subject to the application of bankruptcy or insolvency laws affecting the Guarantor).

8. This Guarantee and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with English Law. All Parties agree that the courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or legal relationship established by this Guarantee, and for such purposes each of the Parties hereby irrevocably and unconditionally submits to the jurisdiction of the Singapore courts.

9. Guarantor irrevocably and unconditionally waives any immunity to which it or its property may at any time be or become entitled, whether characterised as sovereign immunity or otherwise, from any set-off or legal action in its jurisdiction of incorporation or elsewhere, including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.

10. Guarantor reserves the right to assert all rights, setoffs, counterclaims and other defences to which Buyer is or may be entitled arising out of this Agreement, other than those defences: (a) arising from the bankruptcy, insolvency, dissolution or liquidation of Buyer; (b) expressly waived by Buyer under this Agreement or otherwise expressly waived in clauses 2, 3, 4 and 9 of this Guarantee; and (c) arising from the failure of Buyer to have the corporate power or authority to enter into and perform the Agreement.
IN WITNESS WHEREOF, Guarantor has caused its duly authorised officer to execute and deliver this Guarantee as of the date first above written.

[GUARANTOR ENTITY]

By: ________________________________
Name: ______________________________
Title: ______________________________
Pursuant to clause 2.2(d)(iii) of the Agreement, Terminal User shall ensure that each of the following provisions be included in all Gas Sales Agreements and be substantially in the form set forth below:

1. Terminal Costs Charge. The “Terminal Costs Charge” shall be a charge for each Month, in Singapore Dollars, that shall be the sum calculated as the result of the following formula:

   \[ TCC = R + U + D + X \]

   where:

   \[ TCC \] = the Terminal Costs Charge;

   \[ R \] = A \times (B / C);

   \[ A \] = the Reservation Fee (as defined in the TUA) payable by Seller with respect to such Month;

   \[ B \] = the sum of Buyer’s MDQs for each Day of the Month;

   \[ C \] = the sum of the maximum daily contract quantities for each Day of the Month for all Gas Receivers pursuant to provisions of Gas Sales Agreements analogous to Sections 9.8 or 13.7 of this Agreement;

   \[ U \] = the portion of the Usage Fee (as defined in the TUA) that was incurred by Seller under the TUA as a result of delivering to Buyer the quantities of Gas that were delivered under this Agreement, or nominated by Buyer for delivery and confirmed but not taken due to the unexcused failure of Buyer, during the Month;

   \[ D \] = the sum of the values of “E” (as defined below) with respect to each hour during the Month with respect to which (i) Seller was assessed a Utilization Deficiency Fee (as defined in the TUA) and (ii) Buyer received a quantity of Gas that was less than Buyer's pro rata share of the MinEGRR (as defined in the TUA), where Buyer's pro rata share is based on the ratio of Buyer's MDQ to the sum of the maximum daily contract quantities for all Gas Receivers;

   \[ E \] = F \times (G / H);

   \[ F \] = the Utilization Deficiency Fee assessed against Seller under the TUA with respect to an hour;

   \[ G \] = the difference between Buyer's nominations of Gas under this Agreement during the hour and Buyer's pro rata share of the MinEGRR for such hour;
“H” = the sum of the values of “G” for each Gas Receiver that nominated a quantity of Gas that was less than its pro rata share of the MinEGRR during such hour; and

“X” = the portion of the Excess Rate Fee (as defined in the TUA) that was incurred by Seller under the TUA as a result of delivering to Buyer the quantities of Gas that were delivered under this Agreement, or nominated by Buyer for delivery and confirmed but not taken due to the unexcused failure of Buyer, during the Month.

2. Payments

a. Payments to be made under this Agreement for the Terminal Costs Charge shall be made in Singapore Dollars electronically for value for the same Day to the relevant bank account designated pursuant to the TUA Direct Agreement.

b. All other payments to be made under this Agreement shall be made in US Dollars or Singapore Dollars, as specified in the relevant invoice, electronically for value for the same Day to the relevant bank account as designated in such invoice.

3. Disputes and Audit Rights

a. Subject to the correction of any manifest errors, notwithstanding the existence of any _bona fide_ dispute, both the disputed and the undisputed portion of any invoice shall be paid on the appropriate Due Date and Buyer shall give written notice to Seller of any portion of an invoice that is disputed and the reasons for such dispute. Except as provided for in [Section 1.3.3], any element of an invoice not disputed within the time set forth for auditing such element in [Sections 6.5.4 and 6.5.5] shall be deemed accepted and no Party shall have the right to dispute any amounts under such invoice thereafter.

b. All overdue amounts under this Agreement shall be subject to interest at the Default Rate on the basis of a three hundred sixty-five (365) Day year from the original Due Date until the date such payment is made.

c. Default Rate shall be the rate per annum which is four percent (4%) above LIBOR.

4. Suspension of Deliveries

a. If Buyer has not paid in full any Monthly Invoice by the relevant Due Date, Seller may deliver a notice to Buyer (with a copy to EMA) requesting payment (such notice a “Non-Payment Notice”). If any amount due to Seller hereunder is not paid within ten (10) Business Days of receipt by Buyer of a Non-Payment Notice, then Seller may, by notice to Buyer and without prejudice to any of Seller’s rights under this Agreement, suspend the subsequent delivery of Gas.

b. If Buyer fails at any time to provide the credit support required pursuant to this Agreement, Seller may deliver a notice to Buyer (with a copy to EMA) requesting
Buyer to provide such credit support (such notice a “Support Notice”). If Buyer does not provide such required credit support within ten (10) Business Days of receipt by Buyer of a Support Notice, then Seller may, by notice to Buyer and without prejudice to any of Seller’s rights under this Agreement, suspend the subsequent delivery of Gas.

c. If Seller has suspended deliveries of Gas to Buyer pursuant to [Sections 6.6.1 or 6.6.2] and the circumstances that led to such suspension are subsequently cured prior to Seller exercising its right to terminate under [Section 18], Seller shall resume deliveries of Gas as soon as reasonably practical following such cure.

d. Buyer acknowledges that each of LNG Supplier (under the LNG Sales and Purchase Agreement) and Terminal Owner (under the TUA) has the right to require Seller to exercise its suspension rights under [Sections 6.6.1 and 6.6.2] for failure of Buyer to make payments or provide credit support required under this Agreement, the SPA Direct Agreement (if then in effect) or TUA Direct Agreement (as applicable). In the case of any such suspension, Buyer shall indemnify Seller against all documented, direct liability arising from such suspension for:

   (i) demurrage, excess berth charges and excess LNG Vessel boil off pursuant to the TUA;

   (ii) damages to Terminal Owner under the TUA or TICA for non-delivery of LNG or failure to receive Gas;

   (iii) damages to any Terminal Customer under the TICA for non-delivery of LNG or failure to receive Gas;

   (iv) demurrage and excess LNG Vessel boil off pursuant to the LNG Sales and Purchase Agreement; and

   (vi) damages to any Gas Receiver for non-delivery of Gas pursuant to a Gas Sales Agreement.

5. Credit Support

Security for Terminal Costs Charge and other Liabilities under TUA; Assistance with LNG Terminal Financing

a. To secure payment of the Direct Terminal Payments (as defined in the TUA Direct Agreement), which includes payment of the Terminal Costs Charge, by Buyer and other liabilities arising under the TUA as a result of Buyer’s breach of this Agreement, Buyer shall provide to Terminal Owner the credit support required by the TUA Direct Agreement (“TUA Credit Support”).

6. No liability of EMA
The Parties agree that, unless EMA is a Party, EMA shall have no liability to either Party arising out of this Agreement.

7. Termination

Subject to the terms of the Step-in Rights Agreement and [Section 15.5], Seller shall have the right to terminate this Agreement by notice to Buyer specifying in reasonable detail the nature of such termination event if:

a. In respect of a failure of Buyer to pay:

i. Buyer fails to pay when due any amounts payable to Seller in excess of the greater of (1) one million US Dollars (US$1,000,000) or (2) an amount equal to ten (10) multiplied by DCQ multiplied by the Price applicable in the Month for which the unpaid invoice was issued; and

ii. (1) such payment remains unpaid after twenty (20) Business Days after a Non-Payment Notice is given to Buyer by Seller pursuant to [Section 6.5.1] and (2) Seller is unable during such twenty (20) Business Day period to collect such amounts under credit support provided by Buyer; provided, however, that Seller shall only be required to collect any unpaid amounts under such credit support on one (1) occasion and thereafter clause (2) of this Paragraph (b) shall not apply.]
1.0. Purpose

1.1 Overriding Intent of Schedule 9. This Schedule 9 is intended to generally describe, the types of services that will be provided by Terminal Owner that are to be included in Storage & Reload Services and Storage & Send-out Services, and to set forth certain limitations on the provision of such services; provided, however, that this Schedule 9 is not intended to set forth the entire set of provisions of any Storage & Reload TUA and/or Storage & Send-out TUA, nor is it intended (except as specifically set forth herein) to establish the specific terms of any Storage & Reload TUA and/or Storage & Send-out TUA.

1.2 No Consent or Approval Rights Granted. Without in any way limiting the provisions of paragraph 1.1 of this Schedule 9, this Schedule 9 is not intended to provide Terminal User or any Customer with any right to approve or consent to (a) the entry into and/or specific terms of any particular Storage & Reload TUA and/or Storage & Send-out TUA, or (b) the identity of any corresponding Storage & Reload Customer and/or Storage & Send-out Customer; provided, however, that the foregoing shall not limit in any manner the right of Terminal User to contend that a proposed TUA is in violation of Terminal User’s TUA, to seek such a determination in accordance with the Arbitration Agreement, and to obtain appropriate relief for such a violation, including preliminary relief and injunctive relief. In addition, this Schedule 9 is not intended to place any limits or restrictions on Terminal Owner’s right to provide services to any Person utilising facilities that are not included within the scope of the LNG Terminal.

2.0. Storage & Reload Services

2.1 General. Terminal Owner has the right to sell and make available Storage & Reload Services, on terms approved from time-to-time by EMA, to Storage & Reload Customers.

(a) Services Included. Such Storage & Reload Services may include:

(i) the berthing of vessels at the Terminal Facilities (excluding ship-to-shore services);

(ii) the unloading and receipt of LNG from vessels at the Receipt Point;

(iii) storage of LNG received;

(iv) LNG measurement and testing services;
(v) reloading of vessels;

(vi) vessel cool-down and vessel inerting services; and

(vii) the assignment of LNG inventory by Customer to a Throughput Customer, or by a Throughput Customer to Customer.

(b) Limitations. Terminal Owner may have more than one Storage & Reload TUA in effect at any given time; provided, however, that at no time shall actual storage capacity be utilised by more than one (1) Storage & Reload Customer, until such time as the LNG storage capacity of the LNG Terminal is expanded beyond the storage facilities specifically described in clause 9.2(d) of the Agreement. The limit on the maximum LNG storage capacity that may be utilised, in the aggregate, at the LNG Terminal by Storage & Reload Customers and by Storage & Send-out Customers at any one time shall be as set forth in paragraph 4.1 of this Schedule 9. Storage & Reload Customers may not transfer LNG inventory to Storage & Send-out Customers.

2.2 Allocated Storage. Storage & Reload Services may include the provision to a Storage & Reload Customer of an LNG storage service for a defined but not dedicated exclusive volume (in cubic metres), subject to the specific storage quantity limits set forth in paragraph 4.1 of this Schedule 9.

2.3 Scheduling of Storage & Reload Service. Scheduling of any Cargo for delivery and/or reloading at the LNG Terminal (or utilising any Segregated Storage Facilities) in connection with Storage & Reload Services shall be subject to the scheduling rules applicable to the ADP (including the rules applicable for Customer-requested changes to the ADP).

3.0 Storage & Send-out Services

3.1 General. Terminal Owner has the right to sell and make available Storage & Send-out Services on terms approved from time-to-time by EMA, to Storage & Send-out Customers.

(a) Services Included. Such Storage & Send-out Services may include:

(i) storage of LNG transferred in-stock to a Storage & Send-out Customer;

(ii) pumping, pressurization, regasification and send-out as Regasified LNG of LNG held in storage;

(iii) the transportation of Regasified LNG to the Delivery Point;

(iv) Gas measurement and testing services; and...
(v) the transfer of LNG inventory to a Throughput Customer or another Storage & Send-out Customer.

(b) No Limit on Number. There shall be no limit to the number of Storage & Send-out Customers.

(c) Limitations on Storage Utilisation. The limit on the maximum LNG storage capacity that Terminal Owner may allow to be utilised, in the aggregate, by all Storage & Send-out Customers shall be (i) 25,000 cubic metres in the event that Throughput Customers’ MLRQ is greater than eighty six million nine hundred thousand (86,900,000) mmBtu, and (ii) 35,000 cubic metres in the event that Throughput Customers’ MLRQ is equal to or less than eighty six million nine hundred thousand (86,900,000) mmBtu. Storage & Send-out Services will be contracted by Terminal Owner on an annual basis

(d) Exceptions from Limitations. The limit in paragraph 3.1(c) shall apply until such time as the LNG storage capacity of the LNG Terminal is expanded beyond the storage facilities specifically described in clause 9.2(d) of the Agreement. The limit on the maximum LNG storage capacity that Terminal Owner may allow to be utilised, in the aggregate, by Storage & Reload Customers and by Storage & Send-out Customers at the LNG Terminal at any one time shall be as set forth in paragraph 4.1 of this Schedule 9.

3.2 Scheduling of Storage & Send-out Services. Nominations and scheduling of any Gas send-out for Storage & Send-out Services shall be subject to the rules applicable to any Throughput Customer’s nomination and scheduling of Gas send-out; provided, however, that the priority in scheduling and receipt of such Gas send-out service shall be subordinate to any firm (i.e., not including Excess Regasification Services) Gas send-out services scheduled to be received by Terminal User.

4.0. Restrictions Covering Both Storage & Reload Services and Storage & Send-out Services

4.1 Maximum Quantity of Contracted Storage Service. The maximum LNG storage capacity that Terminal Owner may allow to be utilised, in the aggregate, by Storage & Reload Customers at the LNG Terminal at any one time ("SRmax", in cubic metres) shall be in accordance with the formula set forth below, which limit shall apply until such time as the LNG storage capacity of the LNG Terminal is expanded beyond the storage facilities specifically described in clause 9.2(d) of the Agreement:

\[
SRmax = 185,000 - (10,000 \times MLRQmax) - SSmax
\]

Where,
“MLRQmax” = the higher of the MLRQs of any Throughput Customer at that time (in Mtpa); and

“SSmax” = the aggregate of the LNG storage entitlement of all Storage & Send-out Customers.

4.2 Additional Conditions. To the extent inherent in the nature of the particular type of service, the terms of Storage & Reload TUAs and Storage & Send-out TUAs may vary from the analogous terms of the Agreement; provided, however, that with respect to operational matters, (a) the terms for scheduling the unloading and loading of LNG Vessels for Storage & Reload Customers shall be substantially similar to the analogous terms of the Agreement (except for necessary adjustments, up to twenty-four (24) hours, to the time period allocated to Scheduled Windows in order to accommodate cool-down of LNG Vessels servicing such Storage & Reload Customers), and (b) the terms for nominating and scheduling Gas send-out for Storage & Send-out Customers’ accounts shall be substantially similar to the analogous terms of the Agreement.
TERMINAL & INTER-CUSTOMER AGREEMENT

by and among

SINGAPORE LNG CORPORATION PTE. LTD.
as Terminal Owner

and

BG SINGAPORE GAS MARKETING PTE. LTD.
as Aggregator

and

THE OTHER CUSTOMER SIGNATORIES HERETO

Dated as of 15 March 2010
TABLE OF CONTENTS

CLAUSE  PAGE

1. DEFINITIONS AND INTERPRETATIONS .................................................................6
   1.1 DEFINITIONS .................................................................................................6
   1.2 INTERPRETATION ..........................................................................................19
   1.3 INDICES NO LONGER AVAILABLE ...............................................................22

2. MANDATORY PARTICIPATION; ACCESSION BY NEW CUSTOMERS; RELATIONSHIP TO TERMINAL USE AGREEMENTS ......................................................22
   2.1 GENERAL PROVISIONS ...............................................................................22
   2.2 REQUIREMENT FOR ACCESSION AGREEMENT & POWER OF ATTORNEY .................................................23
   2.3 EFFECT OF ACCESSION AGREEMENT; RIGHTS UNDER POWER OF ATTORNEY .........................................23
   2.4 NO CUSTOMER APPROVAL RIGHTS IN RESPECT OF OTHER CUSTOMERS ..............................................23
   2.5 RELATIONSHIP TO TERMINAL USE AGREEMENTS ........................................24

3. EFFECTIVENESS; CONDITIONS PRECEDENT TO EFFECTIVENESS; TERM .........................................24
   3.1 INITIAL EFFECTIVENESS ...........................................................................24
   3.2 NEW CUSTOMERS .......................................................................................24
   3.3 TERM ..........................................................................................................24

4. OPTIONAL JOINT SCHEDULING PROCEDURES ........................................................................24
   4.1 JOINT SCHEDULING PROCEDURES; CONFIRMATION BY TERMINAL OWNER .........................................25
   4.2 JOINT SCHEDULING REPRESENTATIVE .......................................................25
   4.3 CUSTOMER WAIVER; INDEMNIFICATION OF TERMINAL OWNER .................................................................25
   4.4 SIMULTANEOUS CHANGE REQUESTS ........................................................26

5. COMPULSORY INVENTORY LENDING ......................................................................26
   5.1 SCOPE OF BORROWING AND LENDING ...................................................26
   5.2 COMPULSORY LENDING OBLIGATION CRITERIA .........................................26
   5.3 BORROWING ENTITLEMENT ........................................................................26
   5.4 BORROWING AND LENDING SCHEDULE ...................................................27
   5.5 TIME LIMITS AND METHOD OF REPAYMENT .............................................29
   5.6 ADDITIONAL BORROWING AND LENDING TERMS .......................................29
   5.7 MULTIPLE LENDER CUSTOMERS ..................................................................30

6. VOLUNTARY AVAILABLE INVENTORY BORROWING AND LENDING .................................................30

7. INTER-CUSTOMER DEFAULTS AND REMEDIES; TERMINATION .................................................30
   7.1 EVENTS OF DEFAULT ...................................................................................30
   7.2 RIGHTS AND REMEDIES UPON A TICA EVENT OF DEFAULT .................................................................32
   7.3 CUSTOMER INDEMNITIES ...........................................................................33
   7.4 TERMINAL INDEMNITIES ............................................................................35
   7.5 CONSEQUENTIAL LOSS OR DAMAGE ........................................................35
   7.6 AUTOMATIC TERMINATION .......................................................................35

8. INTER-CUSTOMER PERFORMANCE SECURITY ..................................................................36
   8.1 PERFORMANCE SECURITY ...........................................................................36
   8.2 PARENT GUARANTEE ..................................................................................36
   8.3 LETTER OF CREDIT .....................................................................................37
9. INTER-CUSTOMER FM SERVICES CURTAILMENT ALLOCATION ........................................... 40
10. INTER-CUSTOMER CONFIDENTIALITY OF SCHEDULING AND INVENTORY BALANCE INFORMATION ................................................................................................................... 40
    10.1 CONFIDENTIAL INFORMATION DEFINED .......................................................................................... 40
    10.2 USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION ................................................................. 40
    10.3 ENFORCEMENT RIGHTS .................................................................................................................. 43
11. CARGO CANCELLATION .................................................................................................................. 43
12. ASSIGNMENT ................................................................................................................................ 43
    12.1 RESTRICTION ON ASSIGNMENT OR TRANSFER OF RIGHTS AND OBLIGATIONS .............................. 44
    12.2 PROHIBITED ASSIGNMENTS OR TRANSFERS .................................................................................. 44
13. INVOICING AND PAYMENT ........................................................................................................... 44
14. EVENTS OF TICA FORCE MAJEURE ............................................................................................... 44
    14.1 NATURE OF RELIEF .......................................................................................................................... 44
    14.2 EVENTS OF TICA FORCE MAJEURE .................................................................................................. 45
    14.3 TICA GAS RECEIVER FORCE MAJEURE ............................................................................................ 45
    14.4 TICA LNG SUPPLIER FORCE MAJEURE ............................................................................................ 46
15. GOVERNING LAW ............................................................................................................................. 47
16. DISPUTE RESOLUTION .................................................................................................................... 47
    16.1 THE ARBITRATION AGREEMENT ........................................................................................................ 47
    16.2 FAST TRACK PROCEDURES ................................................................................................................ 47
17. REPRESENTATIONS AND WARRANTIES ....................................................................................... 49
    17.1 REPRESENTATIONS AND WARRANTIES OF THE CUSTOMERS ................................................................. 49
    17.2 REPRESENTATIONS AND WARRANTIES OF TERMINAL OWNER ............................................................ 49
18. NOTICES ............................................................................................................................................. 50
    18.1 NOTICES .............................................................................................................................................. 50
    18.2 NOTICES UNDER PARAGRAPH 18.1(A)(VI) ........................................................................................ 51
    18.3 ORAL COMMUNICATION DOES NOT CONSTITUTE NOTICE ................................................................ 51
    18.4 CONFIRMATION OF NOTICES ........................................................................................................... 51
    18.5 RECEPTION OF NOTICES .................................................................................................................. 51
    18.6 PROOF OF SERVICE .......................................................................................................................... 52
    18.7 OPERATIONAL NOTICES .................................................................................................................. 52
19. MISCELLANEOUS .............................................................................................................................. 52
    19.1 CUSTOMERS’ COOPERATION REGARDING TERMINAL OWNER FINANCING ......................................... 52
    19.2 AMENDMENTS .................................................................................................................................. 52
    19.3 AUTHORISATIONS .............................................................................................................................. 52
    19.4 SUCCESSORS AND ASSIGNS ............................................................................................................. 53
    19.5 WAIVER ............................................................................................................................................. 53
    19.6 THIRD-PARTY BENEFICIARIES ........................................................................................................... 53
    19.7 EXCLUSION OF SALES OF GOODS ACT AND CISG ........................................................................... 53
    19.8 RULES OF CONSTRUCTION ................................................................................................................ 54
    19.9 SURVIVAL OF RIGHTS ...................................................................................................................... 54
    19.10 RIGHTS AND REMEDIES .................................................................................................................. 54
    19.11 DISCLAIMER OF AGENCY ................................................................................................................ 54
    19.12 SEVERANCE OF INVALID PROVISIONS ............................................................................................. 55
ANNEXES:

Annex 1   Form of Accession Agreement  
Annex 2   Form of Inter-Customer Letter of Credit  
Annex 3   Form of Inter-Customer Parent Guarantee
THIS TERMINAL & INTER-CUSTOMER AGREEMENT is made on 15 March 2010

BY AND AMONG:

(1) SINGAPORE LNG CORPORATION PTE. LTD., a company incorporated under the laws of the Republic of Singapore with its principal office at 991G Alexandra Road, #03-29C, Singapore 119975 (“Terminal Owner”);

(2) BG SINGAPORE GAS MARKETING PTE. LTD., a company incorporated under the laws of the Republic of Singapore with its registered office at 83 Clemenceau Avenue #14-08 UE Square, Singapore 239920 (“Aggregator”); and

(3) Each of the Other Customers (as defined below) that may become signatories hereto from time-to-time by way of accession as provided herein.

RECITALS

(A) Terminal Owner intends to develop, own and operate an LNG terminal facility on Jurong Island, Singapore capable of performing certain LNG terminalling services;

(B) Terminal Owner and Aggregator have entered into that certain LNG Terminal Use Agreement dated as of the date hereof, which agreement requires Terminal Owner and Aggregator to execute and deliver this Agreement contemporaneously therewith;

(C) Certain Other Customers (as defined below) may, from time-to-time, desire to purchase LNG terminalling services from Terminal Owner, and Terminal Owner desires to make LNG terminalling services available to such Other Customers using the LNG Terminal (as defined below), in each case in accordance with the terms of a TUA (as defined below) between Terminal Owner and such Other Customer;

(D) Terminal Owner, Aggregator and such Other Customers desire to coordinate the use of the LNG Terminal, including the scheduling of LNG receipts and the send-out of Regasified LNG (as defined below), and the borrowing and lending of LNG inventory, all in accordance with the terms hereof;

(E) As an essential inducement for the Parties (as defined below) entering into this Agreement, each Customer will provide the Performance Security (as defined below); and

(F) In furtherance of the foregoing, the Parties agree as follows:
1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In addition to any terms or expressions defined elsewhere in this Agreement, the terms or expressions set forth below shall have the following meanings in this Agreement:

“Acceptable Credit Rating” means a corporate rating of at least A- by Standard & Poor’s or A3 by Moody’s, or a long-term unsecured debt rating of at least A- by Standard & Poor’s or A3 by Moody’s, or equivalent ratings of another rating agency of comparable standing if either or both Standard & Poor’s or Moody’s ceases to exist or to issue credit ratings;

“Accession Agreement” means an accession agreement made and delivered by a new Customer in favour of all other Parties in the form of Annex 1;

“Accession Date” has the meaning set forth in paragraph 3.2;

“ADP” means the annual delivery program developed pursuant to each Customer’s TUA and this Agreement that sets forth the Windows allocated to each Customer, as such program may be revised from time-to-time in accordance with the applicable TUA;

“Adverse Operations” means the occurrence of either Excess Stock or Insufficient Stock or both;

“Affected Gas Receiver” has the meaning set forth in paragraph 14.3(a);

“Affected LNG Supplier” has the meaning set forth in paragraph 14.4(b);

“Affected Party” has the meaning set forth in paragraph 14.2;

“Affiliate” means a Person (other than a Party) that directly or indirectly controls, is controlled by, or is under common control with, a Party, and for such purposes the terms “control”, “controlled by” or other derivatives mean the direct or indirect ownership of more than fifty percent (50%) of the voting rights in a Person or the right to appoint a majority of the directors in a Person;

“Aggregator” has the meaning set forth in the preamble;

“Aggregator Agreement” means that certain Aggregator Agreement between EMA and Aggregator dated 30 June 2009;

“Agreement” means this agreement, together with the Annexes attached hereto, which are hereby incorporated into and made a part hereof;

“Approved Bank” means a commercial banking institution that (a) is rated at least A by Standard & Poor’s or A2 by Moody’s and (b) has a combined capital and surplus and undivided profits of not less than S$1,000,000,000;
“Arbitration Agreement” means the Umbrella Arbitration Agreement dated 11 March 2010 between Aggregator, EMA and such other Persons (including Terminal Owner) that may become parties thereto by way of accession from time-to-time pursuant to an accession agreement;

“Available Inventory” means, on any Gas Day:

(a) with respect to a Throughput Customer, the amount, if any, by which such Throughput Customer’s Inventory Account exceeds the sum of (i) the aggregate of, as to each Gas Day, over the period beginning on such Gas Day and ending on the ETA of the next-scheduled LNG Vessel, the lesser of such Throughput Customer’s MaxGRR or one hundred and five percent (105%) of such Throughput Customer’s Programmed Daily Quantity, plus (ii) nine percent (9%) of such Throughput Customer’s Programmed Daily Quantities over the following thirty (30) days;

(b) with respect to a Storage & Send-out Customer, the amount, if any, by which such Storage & Send-out Customer’s Inventory Account exceeds the aggregate of, as to each Gas Day, over the period beginning on such Gas Day and ending on the ETA of the next-scheduled LNG Vessel, the maximum daily quantity of Gas that may be sent out under such Storage & Send-out Customer’s TUA; or

(c) with respect to a Storage & Reload Customer, such Storage & Reload Customer’s Inventory Account;

“Authorisations” means all consents, authorisations, licences, waivers, permits, approvals and other similar documents from or by a Governmental Authority;

“Balancing Period” means each of the six (6) four (4)-hour periods of each Day, the first of which shall commence at 0000 hours and finish immediately prior to 0400 hours, the second of which shall commence at 0400 hours and finish immediately prior to 0800 hours, the third of which shall commence at 0800 hours and finish immediately prior to 1200 hours and the fourth of which shall commence at 1200 hours and finish immediately prior to 1600 hours, the fifth of which shall commence at 1600 hours and finish immediately prior to 2000 hours, and the sixth of which shall commence at 2000 hours and finish immediately prior to 0000 hours on the following Day;

“Basic Conditions” means a temperature of fifteen and six tenth degrees Celsius (15.6°C) (measured with a mercury thermometer) and an absolute pressure of one point zero one three two five (1.01325) bar or seven-hundred and sixty (760) millimetres of mercury column (measured by a Fortin-type barometer and corrected to zero degrees Celsius (0°C) with the standard gravity acceleration value), the equivalents of which in the Anglo-Saxon system are sixty degrees Fahrenheit (60°F) and fourteen and six hundred ninety-six thousandths (14.696) psia, respectively;
“Beneficiary Customer” means a Customer that is the beneficiary of any Performance Security that is provided and maintained by a Responsible Customer in accordance with the provisions of paragraph 8;

“B&L Schedule” has the meaning set forth in paragraph 5.4(a);

“Borrowed Inventory Quantity” has the meaning set forth in paragraph 5.3(a);

“Borrower Customer” has the meaning set forth in paragraph 5.3(a);

“Borrowing Limit” means a quantity of Regasified LNG equal to two million seventy thousand (2,070,000) mmBtu; provided, however, that such limit may be amended upon agreement of Terminal Owner and all Customers;

“Borrowing Trigger” means a quantity of Gas (in mmBtu) equal to nine percent (9%) of a Borrower Customer’s Programmed Daily Gas Quantities over the following thirty (30) days;

“Brent” means the simple arithmetic average of the Monthly average price of the Mid Platts Prices Dated Brent for the three (3) Months preceding the Determination Date;

“British Thermal Unit” or “Btu” means the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty nine degrees Fahrenheit (59ºF) to sixty degrees Fahrenheit (60ºF) at an absolute pressure of fourteen and six hundred ninety-six thousandths (14.696) psia;

“Business Day” means any day (other than a Saturday or Sunday) on which banks are generally open for normal business in Singapore;

“Cargo” means a quantity of LNG expressed in mmBtu carried by an LNG Vessel in relation to which Terminal Owner will render Throughput Services, Storage & Reload Services or Storage & Send-out Services (as applicable) to a Customer under its TUA;

“Celsius” means the metric scale of temperature where zero point zero one degree Celsius (0.01ºC) is the triple point of water and a difference in temperature of one degree Celsius (1ºC) corresponds to one over two-hundred and seventy-three and sixteen hundredths (1/273.16) of the difference in temperature between the triple point and absolute zero;

“Cover Costs” means either (or a combination) of the following:

(a) the incremental costs (including additional transportation costs) incurred by a Party in obtaining a quantity of replacement Fuel sufficient to produce an equivalent amount of electrical power or other output it could have generated if it had received Gas that such Party was entitled to receive; and
the incremental costs incurred by a Party in obtaining from third parties an equivalent amount of electrical power it could otherwise have generated using the same quantity of Gas that such Party was entitled to receive;

“Credit Limit” means, in respect of a Customer or its guarantor, as of any date, an amount equal to the amount set forth in the below table under the caption “Credit Limit” opposite the Credit Rating in effect on such date for such Customer or guarantor (and equal to the higher amount in the event that such Customer or Guarantor is rated by both S&P and Moody’s and such ratings would not result in the same Credit Limit):

<table>
<thead>
<tr>
<th>Credit Rating by S&amp;P</th>
<th>Credit Rating by Moody’s</th>
<th>Credit Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A- or better</td>
<td>A3 or better</td>
<td>US$60,000,000</td>
</tr>
<tr>
<td>BBB+</td>
<td>Baa1</td>
<td>US$40,000,000</td>
</tr>
<tr>
<td>BBB or lower</td>
<td>Baa2 or lower</td>
<td>US$0</td>
</tr>
</tbody>
</table>

“Credit Support Amount” means, in the case of Performance Security provided by:

(a) any Throughput Customer in favour of any Other Customer, the result of the formula:

\[
A = F \times (G/H) \times X
\]

where:

- \( A \) = the Credit Support Amount due from a Throughput Customer to any Other Customer;
- \( F \) = US$16,250,000;
- \( G \) = Brent as of the Determination Date;
- \( H \) = US$50 per barrel; and
- \( X \) = one (1) in the case of any Throughput Customer or Storage & Reload Customer that is the recipient of the Credit Support, and in the case of an Storage & Send-out Customer that is the recipient of the credit support, the result of dividing such Storage & Send-out Customer’s maximum storage entitlement, expressed in mmBtu, by 2,070,000 mmBtu;

(b) any Storage & Reload Customer, in the case of Performance Security provided in favour of a Storage & Send-out Customer, zero (0); and in the case of Performance Security provided in favour of a Throughput Customer, the result of the formula:
\[ C = \left[ \left( \frac{D}{5.8} \right) X - \left( \frac{7.85 \times B}{50} \right) \right] \times 2,070,000 \]

where:

- \( C \) = the Credit Support Amount to be provided by a Storage & Reload Customer to each Throughput Customer, in Dollars;
- \( D \) = the arithmetic average of Mid Platts Prices Singapore Gasoil 50ppm for the three (3) Months \( t-1 \), \( t-2 \) and \( t-3 \) expressed as a dimensionless number, where “\( t \)” equals the Month in which the Determination Date falls and “\( t-1 \)” means the Month prior to Month “\( t \)”, “\( t-2 \)” means two (2) Months prior to Month “\( t \)”, etc., and where “Mid Platts Prices Singapore Gasoil 50ppm” means the price assessment in U.S. Dollars per barrel (calculated using the average of the mean of the daily highs and lows of Singapore Gasoil 50ppm quotations) as published in Platts Oilgram Price report, expressed as a dimensionless number;
- \( X \) = one decimal one (1.1); and
- \( B \) = Brent, expressed as a dimensionless number; and
- (c) any Storage & Send-out Customer, zero (0);

“cubic metre” means a volume equal to the volume of a cube, each edge of which is one metre;

“Customer” means, individually, Aggregator and any other party to a Throughput TUA, a Storage & Reload TUA or a Storage & Send-out TUA, and “Customers” means, collectively, all of such parties;

“Default Rate” means LIBOR plus four (4) percentage points per annum;

“Delivery Point” means each point located at each of the planes formed by the upstream face of a redelivery flange of the LNG Terminal send-out pipeline where it connects with the inlet flange of a Downstream Pipeline;

“Determination Date” means the date on which Performance Security is first required to be provided by one Customer in favour of another Customer hereunder, and each January 1 and July 1 thereafter;

“Dispute” has the meaning set forth in the Arbitration Agreement;

“Downstream Pipeline” means all Gas pipelines that are interconnected with the LNG Terminal;

“EMA” means the Energy Market Authority of Singapore, a body established under the Energy Market Authority of Singapore Act and having its principal office at 991G Alexandra Road, #01-29, Singapore 119975;
“End Users” means Persons that have entered into one or more Gas Sales Agreements to purchase Regasified LNG from a Customer;

“ETA” means the estimated time of arrival of the LNG Vessel at the Pilot Boarding Station;

“Excess Stock” means that the LNG Balance equals the working LNG storage capacity of the LNG Terminal at a time when an LNG Vessel is at the berth at the conclusion of its Scheduled Window and has not been fully unloaded;

“Excess Gas” means any service by a Throughput Customer to a Gas Receiver in excess of the Gas Receiver’s firm daily entitlement to service;

“Expected Receipt Quantity” means, in relation to a Customer’s Cargo, such Customer’s reasonable estimate of the quantity of LNG (measured in mmBtu) expected to be unloaded at the Receipt Point, as reflected in the ADP and the corresponding Firm Forward Schedule (as amended pursuant to the applicable TUA), taking into consideration, among other factors:

(a) the expected composition of the Cargo anticipated to be loaded at the Loading Port;

(b) the expected loaded volume of such Cargo;

(c) the natural Boil-Off Gas, and fuel gas used by the vessel in excess of natural Boil-Off Gas, expected to occur during the shipment of the Cargo;

(d) the anticipated time required from the commencement of loading of such Cargo to the completion of unloading of such Cargo; and

(f) the anticipated quantity of heel to be retained from such Cargo;

“Fahrenheit” means that temperature scale where a temperature of thirty-two degrees Fahrenheit (32.0°F) is equal to zero degrees Celsius (0.0ºC) and a temperature interval of one degree Fahrenheit (1°F) is equal to an interval of five-ninths degrees Celsius (5/9ºC);

“Financing” has the meaning set forth in paragraph 19.1;

“Firm Forward Schedule” means the portion of the ADP applicable to the period with respect to which Throughput Customers are required to have specified Programmed Daily Quantities;

“Fuel” means Gas consumed as fuel by Terminal Owner, acting as Reasonable and Prudent Operator, for the purpose of operating vaporisers or compressors used to deliver Regasified LNG into Downstream Pipelines for Customers;

“Gas” means any hydrocarbon or a mixture of hydrocarbons (including Regasified LNG) consisting principally of methane, other hydrocarbons and non-combustible gases (but is
not required to contain ethane, propane or butane), all of which are substantially in
gaseous phase under Basic Conditions;

“Gas Act” means the Gas Act (Chapter 116A, Singapore Statutes);

“Gas Day” means a period of twenty-four (24) consecutive hours, beginning at
0000 hours Singapore time and ending at 0000 hours Singapore time on the following
day;

“Gas Network Code” means the gas network code issued or modified by EMA pursuant
to Section 2 of the Gas Act;

“Gas Receivers” means, collectively, (a) End Users receiving deliveries of Regasified
LNG under any Gas Sales Agreement and (b) LNG Handling Customers receiving
deliveries of Regasified LNG from a Customer under any LNG Handling Agreement;

“Gas Sales Agreement” means a gas sales and purchase agreement between a Customer
and an End User for the sale of certain quantities of Regasified LNG;

“Governmental Authority” means any judicial, legislative, administrative, executive or
other national, state, regional, municipal or local authority, ministry, department or any
administrative agency, office, organisation or authority;

“GST” has the meaning set forth in the Goods and Services Tax Act (Chapter 117A,
Singapore Statutes);

“Imbalance Charges” means any scheduling fees, imbalance charges, cash out costs or
similar costs, fees or damages for imbalances associated with the redelivery and
transportation of Regasified LNG imposed by a Transporter or another Governmental
Authority;

“Insufficient Stock” means, as of a given date, that the inventory of Aggregator or any
Other Customer plus amounts such Person will be entitled to borrow under the terms of
this Agreement, is less than the sum of the Programmed Daily Quantities of such Person
during the period between such date and the mid-point of the next Scheduled Window;

“Inventory Account” means, with respect to a Customer, the quantity of Gas and LNG
of that Customer that is available to that Customer for send out (or in the case of a
Storage & Reload Customer, for reloading) under the terms of that Customer’s TUA;
provided, however, that the Inventory Account shall be calculated in the same manner for
each Customer;

“Joint Scheduling Procedure” has the meaning set forth in paragraph 4.1;

“Joint Scheduling Representative” has the meaning set forth in paragraph 4.2;
“Law” means any decree, resolution, law, statute, act, ordinance, order, treaty, code or regulation or any interpretation of the foregoing, as enacted, issued or promulgated by any Governmental Authority;

“Lender Customer” has the meaning set forth in paragraph 5.3(a);

“Lenders” means any Person providing finance or financial support to Terminal Owner in any form in connection with the LNG Terminal, including any export credit agency, funding agency, bondholder, insurance agency, interest rate hedging provider or similar institution in relation to the provision of finance or financial support, and any agent or trustee acting on behalf of such Persons;

“Letter of Credit” means an irrevocable, transferrable standby letter of credit, in a face amount as provided in paragraph 8.3, which letter of credit shall be substantially in the form of Annex 3, subject to such modification as may be necessary to reflect any change in generally applicable banking regulations, and which letter of credit shall have been issued and maintained by an Approved Bank;

“Letter of Credit Proceeds Account” means an account established by the beneficiary of a Letter of Credit with a commercial bank into which will be deposited the proceeds of any draw by such beneficiary on a Letter of Credit in the event and to the extent that such beneficiary draws thereon as a result of either a failure to timely replace or renew the term of the Letter of Credit, or the issuer of such Letter of Credit is no longer an Approved Bank, in each case in accordance with the terms of such Letter of Credit;

“Liabilities” means all liabilities, costs, claims, disputes, demands, suits, legal or administrative proceedings, judgments, damages, losses and expenses (including reasonable attorneys’ fees and other reasonable costs of litigation or defence), and any and all fines, penalties and assessments of, or responsibilities to, Governmental Authorities;

“LIBOR” means the London Interbank Offered Rate for six (6) month dollar deposits (rounded upwards, if necessary, to the nearest one hundredth of one percent (0.001%)) appearing on Reuters Screen LIBOR01 Page (or any successor page) at approximately 1100 hours (London, England time), two (2) Business Days prior to the first (1st) day of such six (6) month period. If for any reason such rate is not available, LIBOR shall be, for any specified period, the rate per annum reasonably determined by Terminal Owner as the rate of interest at which dollar deposits in the approximate subject amount would be offered by major banks in the London Interbank Eurodollar market at their request at or about 1000 hours (London, England time) two (2) Business Days prior to the first (1st) day of such period for a term comparable to such period;

“LNG” means Gas in its liquid state at or below its boiling point at or near atmospheric pressure;
“LNG Balance” means, at any time, the aggregate quantity of LNG and Regasified LNG stored or present at the LNG Terminal (as measured in mmBtu), exclusive of quantities retained by Terminal Owner as heel;

“LNG Handling Agreement” means an LNG handling agreement between a Customer and an LNG Handling Customer for the handling of certain quantities of LNG imported into Singapore;

“LNG Handling Customers” means Persons that have entered into one or more LNG Handling Agreements with a Customer;

“LNG Supplier” means BG LNG Trading LLC;

“LNG Terminal” means, collectively, the LNG terminal facilities and equipment that is to be constructed and located at Jurong Island, Singapore, as such facilities and equipment may be modified or replaced from time-to-time in the ordinary course of the operation, maintenance and repair of such original facilities and equipment, provided that, the term LNG Terminal shall not include any Segregated Storage Facilities;

“LNG Vessel” means an ocean-going vessel suitable for transporting LNG that a Customer uses or procures the use of for transportation of LNG to the LNG Terminal, including all vessels owned, operated, leased or chartered by any Person from whom Terminal Owner receives LNG for a Customer’s account;

“Loading Port” means the port at which a Cargo is loaded on board an LNG Vessel;

“Marine Operations Manual” means the manual governing the activities at the LNG Terminal and applying to all LNG Vessels;

“MaxGRR” means, with respect to each Customer, such Customer’s maximum Gas redelivery rate, which maximum rate, except as provided in such Customer’s TUA, shall be equal to the sum of the maximum firm daily entitlements of all of such Customer’s Gas Receivers (plus, in the case of any Gas Receiver that receives Gas from such Customer at a point downstream of the Delivery Point, applicable transportation fuel and losses), under all agreements between such Customers and Gas Receivers that are approved by EMA pursuant to, and in accordance with, the terms of such Customer’s TUA and are in effect on such Gas Day;

“Mid Platts Prices Dated Brent” means the price assessment in U.S. Dollars per barrel (calculated using the average of the mean of the daily highs and lows of Brent (Dated) quotations) as published in Platts Crude Oil Marketwire report;

“MLI” means, with respect to each Customer, such Customer’s maximum allowable LNG inventory in the LNG Terminal, measured in cubic metres, which maximum inventory, except as provided in such Customer’s TUA, shall be determined as follows:

\[ \text{MLI} = A + B \]
where:

“A” means nine percent (9%) of the sum of such Customer’s Programmed Daily Quantities for the next thirty (30) days, converted from mmBtu into cubic metres. For purposes of such conversion, the lesser of (i) nine percent (9%) of the sum of such Customer’s Programmed Daily for the next thirty (30) days or (ii) such Customer’s inventory in the LNG Terminal, shall be converted using the molecular composition, Gross Heating Value and density of all of the LNG stored at the LNG Terminal at the time of the determination of MLI. The excess, if any, of nine percent (9%) of the sum of such Customer’s Programmed Daily Quantities for the next thirty (30) days over such Customer’s Inventory shall be converted using the expected molecular composition, Gross Heating Value and density of the next Cargo scheduled to be unloaded for such Customer’s account; and

“B” means one hundred and seventy-two thousand (172,000) cubic metres gross capacity LNG Vessel;

“MLRQ” means the maximum LNG reception quantity (measured in mmBtu) that any Customer (as applicable) shall be entitled to deliver to the LNG Terminal during any year pursuant to such Customer’s TUA;

“mmBtu” means one million (1,000,000) Btu;

“Moody’s” means Moody’s Investors Service, Inc.;

“NMQ” means, with respect to each Customer, the sum of such Customer’s Programmed Daily Quantities for the applicable Nomination Month;

“Nomination Month” means a month for which each Customer shall nominate Programmed Daily Quantities pursuant to its TUA;

“Non-Conforming Gas” means Gas that does not meet the Gas quality specification (as set forth under the applicable TUA), which shall include “Injection Non-compliant Gas”, as such term is defined in Section H 3.2.1 (a) of the Gas Network Code;

“Notice” has the meaning set forth in paragraph 18.1(a);

“Notice of Default” has the meaning set forth in paragraph 7.2(a);

“Other Customers” means, Throughput Customers (other than Aggregator), Storage & Reload Customers and Storage & Send-out Customers, each of whom are party to this Agreement (under an Accession Agreement pursuant to which an Other Customer has acceded to this Agreement);
“Parent Guarantee” means an irrevocable unconditional deed of guarantee, in the form of Annex 2, and which deed of guarantee shall have been executed and delivered by an entity having an Acceptable Credit Rating;

“Party” means, individually any of Terminal Owner, Aggregator or an Other Customer that has acceded to this Agreement, and “Parties” means, collectively, Terminal Owner, Aggregator and each Other Customer that has acceded to this Agreement;

“Performance Security” has the meaning set forth in paragraph 8.1;

“Person” means any individual, corporation, partnership, trust, unincorporated organisation, institution, Governmental Authority or any other legal entity;

“Pilot” means any Person engaged by the Vessel Operator to come on board an LNG Vessel to assist the Master in pilotage, mooring and unmooring of such LNG Vessel;

“Pilot Boarding Station” means the specific location off the LNG Terminal at which Pilots customarily board the LNG Vessel;

“Port Charges” means all charges of whatsoever nature (including rates, tolls and dues of every description, whether under the Maritime and Port Authority Act (Cap.170A) or otherwise) in respect of an LNG Vessel entering or leaving the LNG Terminal, including charges imposed by fire boats, tugs and escort vessels, a Pilot, and any other Person assisting an LNG Vessel to enter or leave the LNG Terminal; but the term excludes Taxes;

“Power of Attorney” means a power of attorney in the form of Annex A to Attachment 1;

“Programmed Daily Quantity” means, with respect to each Customer, such Customer’s nomination to Terminal Owner for each Gas Day of the applicable Nomination Month equal to the aggregate of its Gas Receivers’ programmed daily quantity nominations for each Gas Day of that Nomination Month under the Gas Sales Agreements or LNG Handling Agreements (as applicable) of each of such Gas Receiver;

“psia” means pounds per square inch absolute;

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

“Receipt Point” means each of the planes formed by the downstream surface of each of the flange couplings of the LNG Terminal’s LNG receiving line at the flange coupling of
each of the respective LNG discharge lines at the cargo unloading manifold on board an LNG Vessel;

“Regasified LNG” means Gas derived from the conversion of LNG (received by Terminal Owner at the Receipt Point) from its liquid state to a gaseous state;

“Related Dispute” has the meaning set forth in the Arbitration Agreement;

“Responsible Customer” means a Customer that is required to provide and maintain Performance Security in accordance with the provisions of paragraph 8;

“Scheduled Window” means, for any applicable year, a Window allocated to any Customer within the ADP, as the ADP may be revised from time-to-time;

“Segregated Storage Facilities” means any LNG storage facilities and equipment that may be constructed at or adjacent to the LNG Terminal and that provide physical LNG storage capacity that is in excess of the capacity provided by two (2) LNG storage tanks, each having one hundred and eighty-eight thousand (188,000) cubic metres gross capacity and one hundred and eighty thousand (180,000) cubic metres net working capacity, and which storage facilities and equipment are operated exclusively for the provision of Storage & Reload Service on a non-integrated basis with the storage facilities encompassed within the LNG Terminal, but will nevertheless require shared access to and use of certain common facilities with the LNG Terminal including the marine berth, jetty facility, LNG receiving and vapour return arms, cryogenic LNG piping and the control room;

“Singapore” means the Republic of Singapore;

“Standard & Poor’s” or “S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.;

“Step-In Rights Agreement” means the umbrella step-in rights agreement to be entered into by Terminal Owner and Aggregator pursuant to Section 1A.1(b)(v) of the Aggregator Agreement, and acceded to by other Persons in accordance with the terms of the Aggregator Agreement and such umbrella step-in rights agreement;

“Storage & Reload Customers” means all Other Customers receiving Storage & Reload Services at the LNG Terminal;

“Storage & Reload Services” means service provided by Terminal Owner that encompasses the berthing of LNG Vessels at the LNG Terminal, the unloading and receipt of LNG from such LNG Vessels, the storage of the LNG unloaded, LNG measurement and testing services, and the reloading of LNG Vessels;

“Storage & Reload TUA” means a terminal use agreement between Terminal Owner and a Storage & Reload Customer;
“Storage & Send-out Customers” means all Other Customers receiving Storage & Send-out Services at the LNG Terminal;

“Storage & Send-out Services” means service provided by Terminal Owner that encompasses the storage of LNG transferred in tank to the Customer, pumping, pressurization, regasification and send-out as Regasified LNG of the LNG held in storage, and Gas measurement and testing services;

“Storage & Send-out TUA” means a terminal use agreement between Terminal Owner and a Storage & Send-out Customer;

“Suspension Notice” has the meaning set forth in paragraph 7.2(a);

“Taxes” means all customs, taxes, royalties, excises, fees, duties, levies, sales and use taxes and value added taxes, charges and all other assessments (including GST), which may now or hereafter be enacted, levied or imposed, directly or indirectly, by a Governmental Authority, excluding Port Charges;

“Terminal Owner” has the meaning set forth in the preamble;

“Throughput Customers” means all Customers of Terminal Owner at the LNG Terminal (including Aggregator) that are entitled to receive Throughput Services;

“Throughput Services” means the unloading of an LNG Vessel and temporary storage of unloaded LNG at the LNG Terminal, and the subsequent vaporisation and send-out of such delivered LNG (in the form of Regasified LNG) into a Downstream Pipeline;

“Throughput TUA” means terminal use agreements under which Throughput Customers receive service;

“TICA Effective Date” has the meaning set forth in paragraph 3.1;

“TICA Event of Default” has the meaning set forth in paragraph 7.1;

“TICA Force Majeure” has the meaning set forth in paragraph 14.2;

“TICA Gas Receiver Force Majeure” has the meaning set forth in paragraph 14.3;

“TICA LNG Supplier Force Majeure” has the meaning set forth in paragraph 14.4(b);

“Transporter” means a Person providing gas transportation services via the relevant Downstream Pipeline;

“TUA” means any Throughput TUA, Storage & Send-out TUA or Storage & Reload TUA;

“Vessel Operator” means any Person who owns or operates an LNG Vessel;
“Website” means a collection of web pages created by Terminal Owner and accessible by the Customers through the internet that is maintained by Terminal Owner for the purpose of exchanging certain information regarding the services provided at the LNG Terminal;

“Wilful Misconduct” means any act or failure to act by any Person which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences that such Person knew, or should have known, such act or omission would have on another Person; and

“Window” means a period (subject to extension, up to twenty-four (24) hours, to the time period allocated to Scheduled Windows in order to accommodate cool-down of LNG Vessels servicing Storage & Reload Customers pursuant to their respective Storage & Reload TUAs), starting at 0700 hours Singapore time on a day and ending forty-eight (48) hours later at 0700 hours Singapore time, designated for the purpose of arrival, unloading or loading (as applicable) of an LNG Vessel.

1.2 Interpretation

In this Agreement, except to the extent the context requires otherwise:

(a) references in this Agreement to any paragraph or Annex is to the relevant paragraph or annex of this Agreement, unless otherwise stated. References to any clause or Schedule is to the relevant clause or schedule of the applicable TUA, unless otherwise stated. References to this Agreement include its Annexes, each of which are integral parts of this Agreement;

(b) the recitals and the headings of the paragraphs of this Agreement are for convenience only and shall not be used in the construction or interpretation of this Agreement;

(c) the words “include” and “including” are to be construed to mean “include without limitation” and “including without limitation”;

(d) references to an agreement, deed, instrument, licence, code or other document (including this Agreement), or to a provision contained in any of these, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned or novated, except as otherwise provided herein;

(e) unless the context otherwise requires, references to a statute, treaty, legislative provision or act, or to a provision contained in any of these, shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment at any time then in force;
(f) references to the Laws of Singapore include the applicable laws of any political sub-division of Singapore; and references to the Laws of England and Wales include the applicable laws of any political sub-division of England and Wales;

(g) the meanings ascribed to the terms or expressions defined in paragraph 1.1 or elsewhere herein shall be equally applicable to the plural and singular forms thereof where the context permits, and words denoting any gender shall include the other gender;

(h) references to a Person shall include that Person’s successors and permitted assigns, and words denoting natural persons shall include any other Persons;

(i) units of measurement defined in The International System of Units (and not otherwise defined herein) shall have the respective meanings set forth therein;

(j) references to “day”, “month”, “quarter” and “year” shall, unless otherwise stated or defined, mean a day, month, quarter and year of the Gregorian calendar, respectively. To further clarify, unless the context otherwise requires, a day shall commence at 0000 hours Singapore time. References to a time of day shall be references to local time in Singapore unless otherwise indicated; in computing any period of time under this Agreement, the day of the act, event or default from which such period begins to run shall not be included;

(k) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement;

(l) no Authorisation shall be treated as having been granted for the purposes of this Agreement unless such Authorisation has been finally granted or issued by the relevant Governmental Authority, without such grant or issue being subject to any appeal or any condition as to its effectiveness, but the possibility of proceedings for judicial review of such Authorisation being instituted shall not prevent an Authorisation being treated as granted unless such judicial review proceedings have, in fact, been instituted;

(m) unless this Agreement provides otherwise, any payment falling due on a non-Business Day shall be deemed to be due and payable on the next immediately following Business Day;

(n) the language which governs the interpretation of this Agreement is the English language; all notices to be given by any Party and all other communications and documentation which are in any way relevant to this Agreement or the performance or termination of this Agreement, including any dispute resolution proceedings, shall be in the English language;
(o) references to “conduct” include any omission, statement or undertaking, whether or not in writing;

(p) references to “writing” include a facsimile transmission, electronic mail and any means of reproducing words in a tangible and permanently visible form;

(q) references to “judgment” include any binding order, injunction, determination, award or other judicial or arbitral measure in any jurisdiction;

(r) references to “law” include common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatsoever (and “lawful” and “unlawful” shall be construed accordingly);

(s) references to payments, costs or any other monetary amounts shall be to such amounts in US Dollars, unless otherwise specified. References to “US dollars”, “US Dollars”, “Dollars”, “dollars”, “USD”, “$” or “US$” shall be a reference to the lawful currency from time-to-time of the United States of America; and references to “Singapore dollars”, “Singapore Dollars”, “SGD” or “SS” shall be a reference to the lawful currency from time-to-time of Singapore;

(t) references to any authority (including a Governmental Authority), association or body whether statutory or otherwise shall, if that authority, association or body ceases to exist or is reconstituted, renamed or replaced, or if the powers or functions of that authority, association or body are transferred to any other authority, association or body, be deemed to refer respectively to the authority, association or body which is established or constituted instead of it or which, as nearly as may be, succeeds to the powers and functions exercised by it;

(u) the terms “hereof”, “herein”, “hereby”, “hereunder” and “hereto” and similar words refer to this entire Agreement and not any particular paragraph or other subdivision of this Agreement;

(v) the terms “thereunder” and “thereto” and similar words in relation to an agreement other than this Agreement refer to such entire agreement and not any particular subdivision of such agreement;

(w) All volumes referred to in this Agreement will be in terms of volumes under Basic Conditions unless otherwise expressly indicated; and

(x) the use of the expression “and/or” shall mean both “and” and “or” (e.g., “A and/or B” shall mean “A or B” or “both A and B”). The use of “and/or” within a list shall mean all or any combination of the listed terms (e.g., “X, Y and/or Z” shall mean “X” or “Y” or “Z” or “X and Y” or “Y and Z” or “X and Z” or “X and Y and Z”).

Schedule 10 Page 21
1.3 **Indices No Longer Available**

(a) If:

(i) a publication which contains a rate or index used in this Agreement ceases to be published for any reason; or

(ii) such a rate or index ceases to exist for any reason,

the Parties shall select a comparable rate or index, with adjustments as necessary or appropriate, to be used in place of such rate or index that maintains the intent and economic effect of the original rate or index. If the Parties fail to agree on such a rate or index, the issue shall be resolved in accordance with paragraph 25 and the Arbitration Agreement, and the relevant arbitral tribunal shall select the published rate or index, or a combination of rates or indices, with adjustments as necessary or appropriate, that most nearly preserves the original economic balance established by the Parties.

(b) If any rate or index used in this Agreement is not published for a particular date, but the publication containing such rate or index continues to be published and the rate or index itself continues to exist, then the Parties shall use the published rate or index in effect for the date such rate or index was most recently published as the rate or index prior to such date unless otherwise provided in this Agreement.

(c) If an incorrect value is published for any rate or index used in this Agreement, and such error is corrected and published within one (1) year of the date of the publication of such incorrect rate or index, then such corrected rate or index will be substituted for the incorrect rate or index and any calculations involving such incorrect rate or index will be recalculated. Each Party will take any necessary actions based upon these revised calculations, including adjustments of amounts previously invoiced or paid.

2. **MANDATORY PARTICIPATION; ACCESSION BY NEW CUSTOMERS; RELATIONSHIP TO TERMINAL USE AGREEMENTS**

2.1 **General Provisions**

Terminal Owner shall not provide services to any new Customer, and no new Customer shall be entitled to receive services from Terminal Owner, unless and until such new Customer shall have met the requirements set forth in this paragraph 2. Subject to paragraph 2.2, this Agreement shall benefit and bind the Parties, their permitted assignees and their respective successors, and a Agreement shall be valid and binding on all Parties notwithstanding the addition or substitution of any new Party.
2.2 Requirement for Accession Agreement & Power of Attorney

(a) Terminal Owner shall not provide services to any new Customer, and no new Customer shall be entitled to receive services from Terminal Owner, unless and until such new Customer shall have entered into a valid Accession Agreement and the related Power of Attorney, under which it agrees to be bound by the provisions of this Agreement and has delivered (or caused to be delivered) an executed copy of such executed Accession Agreement and Power of Attorney to each existing Party to this Agreement.

(b) No Party shall assign, novate, transfer, or dispose of any of its rights or obligations under this Agreement unless the Person to whom such rights or obligations are to be assigned, novated, transferred, or disposed of has entered into a valid Accession Agreement and related Power of Attorney, under which it agrees to be bound by the provisions of this Agreement and has delivered (or caused to be delivered) an executed copy of such executed Accession Agreement to each existing Party to this Agreement.

2.3 Effect of Accession Agreement; Rights Under Power of Attorney

A Person who executes an Accession Agreement agrees to benefit from and be bound by the terms of this Agreement, and such Person shall thereby become a Party to this Agreement on and from the date of execution of the TUA. Each Party agrees without reservation to be bound by this Agreement with respect to all other Parties, including any new Parties substituted or added under this paragraph 2, notwithstanding the substitution or addition of any new Party thereby. Terminal Owner shall be authorised to do and take any action permitted under each applicable Power of Attorney in accordance with the terms thereof.

2.4 No Customer Approval Rights in Respect of Other Customers

No Customer shall, by virtue of any right under this Agreement, have any right to approve, deny or otherwise consent to, or interfere with, Terminal Owner’s entry into a TUA and its provision of services thereunder to any other Customer (and any related accession by such other Customer to this Agreement), as long as all of the express requirements of such new Customer in respect of such accession to this Agreement and the Arbitration Agreement, and such Customer’s agreement to provide any required Performance Security, all in accordance with the provisions of this Agreement, are satisfied; provided, however, that this paragraph 2.4 shall not limit in any manner the right of a Customer to contend that a proposed TUA with any other Customer is in violation of such Customer’s TUA, to seek such a determination in accordance with the Arbitration Agreement, and to obtain appropriate relief for such any such determined violation in accordance with the terms of the affected Customer’s TUA.
2.5 **Relationship to Terminal Use Agreements**

Nothing in this Agreement is intended or should be construed to expand or modify the services as provided in each Customer’s TUA. Without in any way limiting the foregoing, nothing in this Agreement is intended, or should be construed to increase or decrease a Customer’s MLI, MLRQ or MaxGRR under such Customer’s TUA.

3. **EFFECTIVENESS; CONDITIONS PRECEDENT TO EFFECTIVENESS; TERM**

3.1 **Initial Effectiveness**

As between Terminal Owner and Aggregator, this Agreement shall become effective on the date (the “**TICA Effective Date**”) upon which the Aggregator’s TUA becomes effective as provided in paragraph 2.1; provided, however, that Aggregator shall not be required to provide and maintain any required Performance Security unless and until the Accession Date shall have occurred.

3.2 **New Customers**

As for any Customer other than Aggregator, this Agreement shall become effective on the date on which such Customer’s TUA becomes effective, which date shall not occur prior to the date on which (for such Customer, the “**Accession Date**”): (a) such Customer shall have acceded to this Agreement; (b) such Customer shall have provided any required Performance Security in accordance with the terms of this Agreement; and (c) such Customer shall have acceded to the Arbitration Agreement, in each of the foregoing cases in the manner described in paragraph 2. Terminal Owner shall provide each existing Party to this Agreement as much advance notice of the impending accession of a new Party to this Agreement as is reasonably practicable; provided however, that no existing Party to this Agreement shall be deemed to be in breach of its obligation under this Agreement to provide Performance Security in favour of a new Party to this Agreement until the later of fifteen (15) Business Days from the date of notice by Terminal Owner to such existing Party of the accession of the new Party to this Agreement, or the date on which such Performance Security would otherwise be required to be provided under the terms of this Agreement.

3.3 **Term**

The term of this Agreement, as between Terminal Owner and Aggregator, shall extend until the date upon which the TUA between Terminal Owner and Aggregator shall have been terminated or shall have expired by its terms. As for any Customer other than Aggregator, the effectiveness of its rights and obligations under this Agreement shall continue in full force and effect as to such Customer until the date upon which the TUA between Terminal Owner and such Customer shall have been terminated or shall have expired by its terms.

4. **OPTIONAL JOINT SCHEDULING PROCEDURES**

Schedule 10 Page 24
4.1 Joint Scheduling Procedures; Confirmation by Terminal Owner

The Customers may, at their option (and subject to the agreement of all such Customers), agree on a procedure and method for the determination and/or revision of the ADP (and corresponding handling of the Firm Forward Schedule) in a manner that deviates from the LNG scheduling and receipt mechanism set forth in each Customer’s TUA (the “Joint Scheduling Procedure”), as long as Terminal Owner reasonably determines that such Joint Scheduling Procedure: (a) complies with the provisions relating to duration of, and spacing between, unloading Windows as specified in the Customers’ TUAs; (b) can be performed by Terminal Owner, acting as a Reasonable and Prudent Operator, without breaching or defaulting on any other obligations or otherwise increasing any potential Liability of Terminal Owner, to any Customer; (c) adequately addresses the rights of Terminal Owner in respect of any required LNG Terminal maintenance; and (d) is not anticipated to result in an increased risk of Adverse Operations. The details of any such Joint Scheduling Procedure shall be set forth in writing and delivered by all Customers to Terminal Owner for review and confirmation of consistency with the provisions of this paragraph 4.1. Terminal Owner shall promptly notify all Customers in writing of its determination of whether such Joint Scheduling Procedure is, or is not, consistent with the provisions of this paragraph 4.1. Any such Joint Scheduling Procedure shall not be binding upon Terminal Owner unless and until it shall have made the foregoing consistency determination in the affirmative, or until the effective date of an arbitral award reflecting such a determination.

4.2 Joint Scheduling Representative

In furtherance of any confirmed Joint Scheduling Procedure, all Customers shall nominate (and following any such nomination, may be entitled to replace such nominee by way of a new nomination) a single representative (the “Joint Scheduling Representative”) that shall be a natural person that is resident in Singapore and whom shall have the authorisation to act on behalf of and bind all Customers solely on matters and issues directly relating to the new Joint Scheduling Procedure. Upon written notice to Terminal Owner of such nomination or replacement (as applicable) of the Joint Scheduling Representative, Terminal Owner shall thereafter be entitled to conclusively rely on all communications and notices from such Joint Scheduling Representative as a binding and effective communication or notice from each Customer in respect of the Joint Scheduling Procedure until such time as any Customer shall notify Terminal Owner of its revocation of its authorisation of such Joint Scheduling Representative. In the event that any Customer shall revoke its authorisation of such Joint Scheduling Representative, Terminal Owner shall no longer act upon any communications or notices from such Joint Scheduling Representative.

4.3 Customer Waiver; Indemnification of Terminal Owner

Upon the effectiveness of the Joint Scheduling Procedure as provided in paragraph 4.1, each Customer irrevocably waives any and all rights, claims, damages and Liabilities that it may assert against Terminal Owner under such Customer’s TUA arising out of or

Schedule 10 Page 25
relating to Terminal Owner’s non-compliance with any term of such Customer’s TUA that is inconsistent with the Joint Scheduling Procedure including any communication or notice from the Joint Scheduling Representative.

4.4 Simultaneous Change Requests

In the event that two (2) Customers notify Terminal Owner that they desire to exchange existing Scheduled Windows in the ADP, then in order to determine the consistency of the proposed changes to the ADP with the TUA rules for Customer-requested changes to the ADP shall be applied as if both changes to the ADP are being made simultaneously.

5. COMPULSORY INVENTORY LENDING

5.1 Scope of Borrowing and Lending

All Customers shall be subject to compulsory lending of their LNG inventory to other Customers, and all Throughput Customers shall be entitled to borrow (by requiring other Customers to so lend on a compulsory basis) from other Customers’ LNG inventory, subject to the conditions set forth in this paragraph 5. For the sake of clarity, all Storage & Reload Customers and all Storage & Send-out Customers shall be subject to compulsory lending of their LNG inventory but shall not be entitled to borrow other Customers’ LNG inventory (by requiring lending on a compulsory basis). In order to facilitate the provisions of this paragraph 5, Terminal Owner shall calculate and make available to all Throughput Customers on the Website the respective Inventory Accounts of all Parties.

5.2 Compulsory Lending Obligation Criteria

Each Customer may be required to lend a portion of its LNG inventory to the extent of such Customer’s Available Inventory.

5.3 Borrowing Entitlement

(a) With respect to any Balancing Period, a Throughput Customer (the “Borrower Customer”) shall be entitled to borrow from the Available Inventory of another Customer (the “Lender Customer”), an amount equal to the excess of (i) the Borrower Customer’s Gas Receivers’ firm nominations, excluding nominations for Excess Gas (or, in the case of a Borrower Customer that has no Gas Receivers, such Customer’s nomination of Gas send-out under its TUA, up to its MaxGRR) over (ii) the Borrower Customer’s LNG inventory in excess of the Borrower Customer’s Borrowing Trigger. The aggregate of such quantities so lent by the Lender Customer to the Borrower Customer shall constitute the “Borrowed Inventory Quantity”. The Borrowed Inventory Quantity shall be made physically available to the Borrower Customer in increments for each Balancing Period on an as-required basis only for Gas send-out actually delivered for the account of the Borrower Customer within each Balancing Period. The deduction of the Borrowed Inventory Quantity from the LNG Inventory of the Lender
Customer shall occur at the moment of delivery of Gas for the account of the Borrower Customer at the Delivery Point.

(b) A Borrower Customer shall not be able to borrow the Borrowed Inventory Quantity per paragraph 5.3(a) to the extent that such quantity exceeds the Borrowing Limit.

5.4 Borrowing and Lending Schedule

(a) By not later than the forty-fifth (45th) day preceding each Nomination Month, Terminal Owner shall publish a schedule (the “B&L Schedule”) projecting levels of compulsory borrowing and lending during the Firm Forward Schedule based upon

(i) the LNG Balance as of the date of such notice;

(ii) the assumption that the Expected Receipt Quantity of each Cargo reflected in the ADP will be unloaded as of a time that is eighteen (18) hours after the end of the applicable Scheduled Window;

(iii) the assumption that each Cargo scheduled in the ADP to be reloaded by a Storage & Reload Customer will be reloaded as of the midpoint of the applicable Scheduled Window;

(iv) to the extent that they have sufficient LNG inventory to do so, or are projected to be entitled to borrow sufficient LNG inventory to do so, all Throughput Customers will take Gas each day at a rate equal to the lesser of their MaxGRR or one hundred and five percent (105%) of their Programmed Daily Quantities;

(v) the assumption that no Storage & Send-out Customer’s inventory will be available for lending; and

(vi) other reasonable assumptions relevant to the projection of the amount of inventory borrowing likely to be necessary and possible, provided that, any such assumptions may be of a different type or nature from, but shall not contradict (A) the assumptions set forth in this paragraph 5.4(a), (B) any other provision of this Agreement or (C) any other provisions of a Throughput Customer’s TUA.

(b) The B&L Schedule shall identify, for each Customer, for each day of the period covered by the Firm Forward Schedule, the portion of its Gas deliveries that is expected to be supplied by borrowed LNG, and shall identify, for each Customer, for each Gas Day, the portion of its LNG inventory that is projected to be lent to another Customer on such Gas Day.
(c) The B&L Schedule initially published pursuant to paragraphs 5.4(a) and 5.4(b) and as previously revised, shall be revised, on a daily basis, including information regarding actual daily Gas deliveries (as compared to Programmed Daily Gas Quantities), actual LNG deliveries (as compared to Expected Receipt Quantities), and actual LNG reloadings (as compared to scheduled LNG reloadings) becomes available.

(d) Terminal Owner shall not deliver for the account of any Throughput Customer on any Gas Day, and no Throughput Customer shall nominate or take delivery of, an amount of Gas in excess of such Throughput Customer’s MaxGRR (or, in the case of Throughput Customers that have Gas Receivers, such Throughput Customer’s Gas Receivers’ maximum firm daily entitlement to receive Gas under their Gas Sales Agreements or LNG Handling Agreements) for such Gas Day, if the effect of such deliveries would be to reduce the amount of mandatory borrowing available to Customers other than the Customer that nominated such excess deliveries during the period of the Firm Forward Schedule without the written consent of all Customers (other than the Customer that nominated such excess deliveries) expected in the then-effective B&L Schedule to be borrowers of LNG during the period of the Firm Forward Schedule. Each month each Throughput Customer shall ensure that the aggregate quantity of Gas taken by it on each Gas Day of such month to date, plus the quantity of Gas scheduled to be made available for delivery to such Throughput Customer on such Gas Day, plus the sum of such Throughput Customer’s Programmed Daily Quantities for the remaining Gas Days in the month, is not less than the ninety-five percent (95%) of such Throughput Customer’s NMQ, nor greater than one hundred and five percent (105%) of such NMQ.

(e) Terminal Owner shall not deliver as Regasified LNG for the account of any Storage & Send-out Customer on any Gas Day, and no Storage & Send-out Customer shall nominate or take delivery of, an amount of Gas in excess of such Customer’s MaxGRR, if the effect of such deliveries would be to reduce the amount of mandatory borrowing available to Customers other than the Customer that nominated such excess deliveries during the period up until the ETA of the next scheduled LNG Vessel without the written consent of all Customers (other than the Customer that nominated such excess deliveries) expected in the then-effective B&L Schedule to be borrowers of LNG during the period up until the ETA of the next scheduled LNG Vessel.

(f) No Customer shall transfer, via inventory transfer, any quantity of LNG that has been identified, in the B&L Schedule, as being subject to compulsory lending, if the effect of such transfer would be to reduce the amount of compulsory lending to Customers other than the transferor and the transferee during the period of the Firm Forward Schedule.
5.5 Time Limits and Method of Repayment

(a) A Borrower Customer shall repay any Borrowed Inventory Quantity either in-kind or in cash, subject to the provisions of this paragraph 5.5. Unless the affected Customers agree otherwise, repayment shall be made in-kind. In such case, the first portion of the next LNG Cargo delivered to the LNG Terminal for the account of the Borrower Customer shall immediately upon unloading be credited to the Lender Customer to reduce the Borrower Customer’s Borrowed Inventory Quantity until such quantity is reduced to zero (0). Any repayment in-kind shall be made by way of delivery of a corresponding quantity of LNG (in mmBtu), but such repayment need not be of the same molecules or the same composition of the LNG so lent; provided, however, that any such repayment in-kind must consist of LNG that meets the LNG quality specification requirements of the LNG Terminal as set forth in the Lending Customer’s TUA.

(b) A Borrower Customer shall be in default of its obligation under this paragraph 5.5 if the repayment Cargo has not been unloaded by the later of the end of the relevant Scheduled Window or the expiration of Permitted Berth Time (as defined in such Borrower Customer’s TUA) with respect to such Cargo.

5.6 Additional Borrowing and Lending Terms

All mandatory lending and borrowing transactions shall be subject to the following provisions:

(a) a Throughput Customer shall be entitled to borrow from a Storage & Reload Customer even if, under the ADP then in effect, such borrowing will not be expected to be repaid in full prior to the date reflected in the ADP for the reloading of such Storage & Reload Customer’s inventory;

(b) if at any time the cumulative amount of any Borrower Customer’s Borrowed Inventory Quantity reaches the Borrowing Limit, repayment must be scheduled to occur in-kind no later than twenty (20) days after the date such borrowing occurs;

(c) a Borrower Customer and any Lender Customer may agree to repayment in cash (in lieu of repayment in-kind), provided that, the effect of such repayment in cash is not to reduce the amount of borrowing available to Customers other than such Lender Customer and such Borrower Customer during the period of the Firm Forward Schedule. Any Cargo cancellation by a Customer stemming from an agreement to repay in cash shall be subject to the scheduling rules contained in the applicable TUA and this Agreement;

(d) all Customers shall exercise reasonable endeavours to schedule their LNG deliveries so as to minimise their borrowing under this Agreement;

(e) a Customer’s rights under this agreement (but not its obligations) shall be suspended during any period while such Customer is in default of its obligations.
to repay borrowing or to provide Performance Security as required by this agreement; and

(f) no Customer shall be entitled to borrow any quantity of LNG that, at the time of the borrowing, is not scheduled according to the ADP then in effect to be repaid within ninety (90) days.

5.7 **Multiple Lender Customers**

If there are three (3) or more Parties, any borrowing shall be apportioned between or among (as applicable) the multiple Lender Customers on a pro-rata basis based upon the Available Inventory of each other Lender Customer.

6. **VOLUNTARY AVAILABLE INVENTORY BORROWING AND LENDING**

In addition to compulsory lending in accordance with paragraph 5, Customers may (but shall not be obligated to) agree to lend and borrow all or any part of a Customer’s inventory on a voluntary basis, subject to mutual agreement between such Customers regarding the terms and conditions of such borrowing and lending. Any such agreement shall be implemented through an inventory transfer, which must be effected in compliance with the applicable terms of the relevant TUAs and paragraph 5.4(f).

7. **INTER-CUSTOMER DEFAULTS AND REMEDIES; TERMINATION**

7.1 **Events of Default**

Each of the following events, if not excused due to Force Majeure, shall constitute a “TICA Event of Default”:

(a) any required credit support under this Agreement is not renewed or replaced (including failure of a Customer to renew its credit support following a draw thereon by a non-breaching Customer) by the expiration of five (5) Business Days following notice of such breach given by the non-breaching Customer, then such breach constitutes a TICA Event of Default;

(b) a monetary amount that has become due and owing under this Agreement remains unpaid after the expiration of five (5) Business Days following notice of such breach given by the non-breaching Customer, then the non-breaching Customer may make a demand or call on the available credit support of the breaching Customer up to the amount of such payment deficiency plus any accrued default interest:

(i) if the amount that was due and unpaid, together with any default interest, is paid in full following any draw on the breaching Customer’s credit support, then the breach is cured and there shall be no TICA Event of Default arising out of such circumstances;
(ii) if, following any draw on the breaching Customer’s credit support, any amount still remains unpaid, and such unpaid amount is equal to or greater than five million US Dollars (US$5,000,000), then such breach constitutes a TICA Event of Default;

(iii) if, following any draw on the breaching Customer’s credit support, any amount still remains unpaid, and such unpaid amount is less than the agreed threshold monetary amount referenced in paragraph 7.1(b)(ii), then the non-breaching Customer will retain the right to make a claim in damages against the breaching Customer, but such breach shall not constitute a TICA Event of Default;

(c) a Customer fails to perform any other material obligation under this Agreement (other than the obligation described in paragraphs 7.1(a) and 7.1(b)), including the failure of a Borrower Customer to timely and properly repay any Borrowed Inventory in accordance with the terms of this Agreement, for which breach a certain sum in damages has been determined pursuant to paragraph 16, and such determined sum shall become due and payable not later than five (5) Business Days following written notification of such amount to the breaching Customer. In the event that such sum is not timely paid by the breaching Customer to the non-breaching Customer, then such failure shall be addressed pursuant to the provisions of paragraph 7.1(b), except that (i) there shall be no additional five (5) day period within which the breaching Customer may make payment; and (ii) the non-breaching Customer may immediately make a demand and/or call on the available credit support of the breaching Customer; and

(d) the breach or default by any Customer of its obligations under its TUA;

(i) to confine its inventory within its applicable MLI;

(ii) to make or cause to be made appropriate arrangements with Downstream Pipelines, and to administer such arrangements or cause them to be administered, in a manner that does not result in the imposition of Imbalance Charges on Terminal Owner or other Customers;

(iii) to take required quantities of Gas; and

(iv) to deliver LNG that conforms to the specifications,

where such breach or default has a material adverse effect on any other non-defaulting Customer;

(e) the failure of any Customer to have unloaded a Cargo reflected in the Firm Forward Schedule by the end of the later of (i) the Scheduled Window assigned to such Cargo or (ii) the Permitted Berth Occupancy Time (as defined in the applicable TUA) associated with such Cargo, where such failure has a material adverse effect on any other non-defaulting Customer; and
in the case of a Storage & Reload Customer, the failure to complete reloading of any Cargo scheduled under the ADP to be reloaded by the later of the end of the relevant Scheduled Window or the expiration of the applicable Permitted Berth Occupancy Time (as defined in the applicable TUA), where such failure has a material adverse effect on any other non-defaulting Customer.

7.2 **Rights and Remedies Upon a TICA Event of Default**

Upon the occurrence and continuation of any of the TICA Events of Default enumerated in paragraphs 7.1(a) through (c), the following provisions shall apply:

(a) the non-defaulting Customer may deliver a written notice of such default (a “Notice of Default”) to the defaulting Customer, with a copy of such notice to be promptly provided by such non-defaulting Customer to each of Terminal Owner and EMA, requiring the defaulting Party to remedy such default within twenty (20) days from the date of such notice. After the expiry of the period specified in the Notice of Default, the Parties shall consult for a further period of twenty (20) days with respect of the relevant event of default (or such longer period as the Parties may agree) as to what steps shall be taken with a view to mitigating the consequences of the relevant event of default. During such period the defaulting Party shall use its reasonable endeavours to cure the relevant event of default, and if the event of default is cured at any time prior to the delivery of a Suspension Notice, then the non-defaulting Party shall have no right to suspend this Agreement and the associated TUA in respect of such cured event of default. However, if the defaulting Party fails to cure its event of default within such period then, subject at all times to the terms and provisions of any the step-in rights agreement (in the event that defaulting party is party to the Step-in Rights Agreement with the EMA), the non-defaulting Party may suspend this Agreement and the associated TUA with immediate effect by giving notice of such suspension (“Suspension Notice”). Throughout the period of suspension the defaulting Customer shall remain obligated under (i) its TUA to make any required payments to Terminal Owner and (ii) this Agreement to (A) make its Available Inventory available for borrowing by the non-defaulting Customers, (B) timely repay any Borrowed Inventory Quantity and (C) pay any damages or indemnities that have accrued or may accrue under this Agreement prior to and following the effective date of such suspension;

(b) If the TICA Event of Default is not cured by the expiration of twenty (20) days following delivery of the Suspension Notice, then the non-defaulting Customer may transmit to Terminal Owner a request that the defaulting Customer’s TUA and its obligations under and participation in this Agreement be terminated;

(c) Terminal Owner is obligated to use reasonable efforts to facilitate a prompt review of the termination request by EMA and to promptly communicate EMA’s determination on such request to each of the non-defaulting Customer and the defaulting Customer; and
(d) If the requested termination is approved by EMA such termination shall become effective immediately on the date such approval is granted by EMA. Any approved termination of the defaulting Customer’s TUA and its obligations and participation rights under this Agreement is to be administered by Terminal Owner.

7.3 Customer Indemnities

(a) Subject to the limitations contained in paragraph 7.3(b), each Customer indemnifies each other Customer that has acceded to this Agreement from and against any and all Liabilities arising out of a TICA Event Of Default caused by the indemnifying Customer.

(b) The indemnification provided in paragraph 7.3(a) shall be limited as follows:

(i) the indemnification by any Customer of another Customer under this Agreement for Liabilities of another Customer that are owed to such indemnified Customer’s Gas Receivers due to the failure of such indemnified Customer to deliver Gas to its Gas Receivers, (or in the case of an indemnified Customer that has no Gas Receivers, Liabilities that were incurred directly as a result of the unavailability of Gas) shall be limited to Cover Costs;

(ii) the indemnification by any Customer hereunder for liabilities of another Customer owed to such indemnified Customer’s Gas Receivers due to the delivery of Non-Conforming Gas (or in the case of an indemnified Customer that has no Gas Receivers, Liabilities that were incurred directly as a result of the receipt of Non-Conforming Gas) shall be limited to the following:

(A) in the case of Gas that was delivered following notice from Terminal Owner that Gas to be delivered would not meet the specifications, the lesser of twenty-two and one half percent (22.5%) of the applicable hydrocarbon charge (or in the case of a Customer that has no Gas Receivers, twenty-two and one half percent (22.5%) of the fair market value of the relevant Gas) and the actual documented direct costs incurred as a result of taking such Non-Conforming Gas; and

(B) in the case of Gas that was delivered without prior notice from Terminal Owner, the actual documented direct costs incurred as a result of taking such Non-Conforming Gas,

provided, however, that in the foregoing cases (A) and (B) that the indemnified Customer and the relevant Gas Receivers have taken all reasonable steps to mitigate such costs;
(iii) the indemnification by any Customer hereunder for liabilities of another Customer owed to such indemnified Customer’s LNG suppliers shall be limited to:

(A) [●] US Dollars (US$[●]) per day (without escalation), in the case of any liability for demurrage;

(B) the applicable hydrocarbon charge (or the fair market value when a hydrocarbon charge cannot be ascertained), in the case of any liability for excess shipboard boil off;

(C) zero (0) in the case of any per-Cargo cancellation charges with respect to Cargoes cancelled at least forty-five (45) days in advance the applicable Scheduled Window, and in the case of per-Cargo cancellation charges with respect to Cargoes cancelled forty-five (45) days or less in advance of the applicable Scheduled Window, an amount, if positive, equal to (1) the contract price that would have been applicable to such quantity of LNG if delivered during its Scheduled Window multiplied by the quantity of such LNG; minus (2) the actual amount the LNG supplier receives for sale of such quantity of LNG to a third-party and reasonable and verifiable savings obtained by the LNG supplier, including savings related to transportation and third-party costs avoided (acting as a Reasonable and Prudent Operator), as a result of the sale of such Cargo; plus (3) any incremental costs (including Taxes) incurred by the LNG supplier (acting as a Reasonable and Prudent Operator) in delivering such quantity of LNG to such third party, provided that, the LNG supplier shall have used reasonable endeavours to mitigate its losses by reselling the LNG (including as regasified LNG) to third-parties. If the LNG supplier is unable to sell all of the LNG in question, or is unable to identify a specific quantity of LNG constituting such a sale, then with respect to the quantity of LNG that has not been sold LNG supplier shall be deemed to have sold such LNG at the contract price that would have been applicable to such quantity of LNG if it had been delivered during its Scheduled Window; and

(D) in the case of any annual minimum take requirements, thirty percent (30%) of the applicable hydrocarbon charge for quantity deficiencies below an annual minimum level of eighty-one percent (81%) of the applicable maximum annual contract quantity; and

(iv) except as specifically provided in this Agreement, no Customer shall be responsible for indemnification of any other Customer for consequential losses or damages, or lost profits.
(c) The indemnification by any Customer of any other Customer hereunder shall not be limited or reduced in any way by any quantitative limitation on the liability of Terminal Owner under the terms of the indemnified Customer’s TUA, nor any quantitative limitation on the liability of the indemnifying Customer under the terms of its TUA with Terminal Owner.

7.4 Terminal Indemnities

If Terminal Owner fails to unload a Cargo of LNG that is part of the Firm Forward Schedule by the end of the Allotted Unloading Time (as defined in, and set pursuant to, the applicable TUA) associated with such Cargo and such failure is not excused under the applicable TUA, Terminal Owner shall indemnify all affected Customers, other than the Customer for whose account such Cargo was to be delivered (whose remedy for such failure is provided under the terms of its own TUA) against all liabilities stemming from their inability to borrow inventory from such Cargo, subject to the applicable limitations of and exclusions from liability as set forth in the applicable TUA with the affected Customer.

7.5 Consequential Loss or Damage

Except as expressly provided in this Agreement, no Party shall be liable to any other Party under this Agreement for or in respect of:

(a) any actual or anticipated (i) loss of income or profits, (ii) loss of revenue, (iii) loss of use, (iv) loss of production, (v) loss of contract, (vi) loss of goodwill, (vii) increased cost of working or (viii) loss of business opportunity;

(b) any claim, demand or action made or brought against that other Party by a third person;

(c) any indirect, remote, unforeseeable or consequential loss or damages; or

(d) any exemplary or punitive damages;

incurred by a Party or any other Person, all or any part of which liability arises out of or relates to the performance or breach of this Agreement or to any act or omission related to this Agreement, whether in contract, tort (including negligence or breach of duty), strict liability or any other doctrine in contract, law or equity.

7.6 Automatic Termination

Customer’s right to participate as a party to this Agreement shall be automatically suspended or terminated (without the requirement for notice or any other action by any party) effective as of the date such Customer’s TUA is suspended, or expires or is terminated, as applicable, in accordance with the terms of the applicable TUA except for such Customer’s obligation to mandatorily lend its remaining inventory. Terminal Owner shall notify all participating Customers in writing of the suspension, expiration or
termination of a Customer’s TUA; provided, however, that any delay or failure by Terminal Owner in delivering such notice shall have no effect on the effectiveness or time of suspension or termination, as applicable, as set forth in this paragraph 7.6, and Terminal Owner shall have no liability to any Customer arising out of or relating to any such delay or failure in delivering such notification, unless such delay or failure was the result of Terminal Owner’s Wilful Misconduct.

8. INTER-CUSTOMER PERFORMANCE SECURITY

8.1 Performance Security

In the event that a Customer’s Credit Limit is less than the Credit Support Amount, such Customer shall procure, deliver and maintain (or cause to be procured, delivered and maintained) in favour of each of the other Customers, Performance Security for such Customer’s payment and performance obligations under this Agreement, either in the form of a Parent Guarantee in the form of Annex 3 in accordance with the provisions of paragraph 8.2 for each such other Customer or a Letter of Credit in the form of Annex 2 in accordance with the provisions of paragraph 8.3 for each such other Customer (collectively, the “Performance Security”) or both, provided, however, that a Storage & Reload Customer shall not be required to procure, deliver and maintain Performance Security until such time as such Customer has nominated a Window for the unloading of a Cargo within the ADP, and no Customer shall be required to procure, deliver or maintain Performance Security in favour of a Storage & Reload Customer until such time as the Storage & Reload Customer has delivered Cargo to the LNG Terminal, nor shall Performance Security be maintained by, or in favour of, a Storage & Reload Customer after it has reloaded its inventory. No nomination of a Window for unloading of a Cargo on behalf of a Storage & Reload Customer shall be effective unless the required Performance Security is in place.

8.2 Parent Guarantee

Any Performance Security that is provided by a Responsible Customer in the form of a Parent Guarantee shall consist of a separate Parent Guarantee for each other Customer provided and maintained by a guarantor entity that has an Acceptable Credit Rating (subject to replacement by a new Parent Guarantee or Letter of Credit in the event that the guarantor fails at any time to maintain an Acceptable Credit Rating), and such Parent Guarantee shall be subject to the following additional terms:

(a) the Parent Guarantee shall not be in lieu of payment of any other amounts due to the Beneficiary Customer, nor shall it operate as a limit or cap on amounts otherwise payable to the Beneficiary Customer. All costs and charges relating to the issuance and maintenance of the Parent Guarantee, and the enforcement of such Parent Guarantee by the Beneficiary Customer, including attorneys’ fees and costs and expenses of any legal proceeding, shall be borne by the Responsible Customer and the maker of the Parent Guarantee;
(b) the Beneficiary Customer shall be entitled to make a demand on the Parent Guarantee only to fulfil any of the payment obligations of the Responsible Customer under this Agreement in the event that the Responsible Customer fails to pay such obligations when due. In the event that any payment is made to the Beneficiary Customer pursuant to a demand on the Parent Guarantee, the receipt of funds by the Beneficiary Customer pursuant to such demand shall, to that extent, satisfy and discharge the Responsible Customer’s obligation to make such payment under this Agreement, but shall be without prejudice to the Responsible Customer’s rights to make any claim in relation to the matter giving rise to such payment or otherwise pursue any other right or remedy under this Agreement, at law or in equity, and shall further be without prejudice to the Beneficiary Customer’s rights to make further demands under the Parent Guarantee, or to otherwise pursue any other right or remedy under this Agreement, at law or in equity;

(c) a Responsible Customer shall maintain a Parent Guarantee in effect with respect to each other Customer to comply with its obligations under this Agreement (notwithstanding the expiry or termination of this Agreement) until payment has been irrevocably and indefeasibly made for all amounts which have accrued as of the expiry or termination of this Agreement, and in respect of which a demand can be made under the Parent Guarantee pursuant to this Agreement; provided, however, that subject to the Beneficiary Customer’s right to demand payment under a Parent Guarantee pursuant to this paragraph 8.2, the Parent Guarantee which is valid on the date of expiry or termination of this Agreement shall be cancelled and such Parent Guarantee shall be returned by the Beneficiary Customer to the Responsible Customer after payment has been irrevocably and indefeasibly made of such amounts which have accrued as of and including the date of such expiry or termination; and

(d) notwithstanding anything in this paragraph 8.2 to the contrary, the Beneficiary Customer’s right to demand payment under the Parent Guarantee shall not be deemed to be a claim or Dispute such that the Beneficiary Customer would be required to first bring an arbitration action against the Responsible Customer in accordance with the provisions of paragraph 25 prior to making demand for payment under the Parent Guarantee.

8.3 Letter of Credit

To the extent that the Credit Support Amount is in excess of the sum of the Credit Limit of a Customer and the Credit Limit of the guarantor under any Parent Guarantee provided pursuant to paragraph 8.2 by such Customer, Customer shall provide in favour of each other Customer a separate Letter of Credit issued to each other Customer in the amount of such excess. Such Letter of Credit shall be subject to the following additional terms:

(a) the Letter of Credit shall not be in lieu of payment of any other amounts due to the Beneficiary Customer, nor shall it operate as a limit or cap on amounts
otherwise payable to the Beneficiary Customer. All costs and charges relating to the issuance, maintenance, replenishment and renewal or replacement (as applicable) of the Letter of Credit, and the remittance of money to the Beneficiary Customer under the Letter of Credit, including telegraphic transfer charges and all other charges, fees and expenses, shall be borne solely by the Responsible Customer;

(b) the Letter of Credit, and any renewal or replacement thereof, shall have a period of validity of at least three hundred and sixty four (364) days. Not less than thirty (30) days prior to the scheduled date of its expiry, the Responsible Customer shall cause to be delivered to the Beneficiary Customer a replacement or renewal of the Letter of Credit having a period of validity of at least three hundred and sixty four (364) days, commencing upon the expiration of the preceding Letter of Credit;

(c) in the event that such replacement or renewal of the Letter of Credit is not timely delivered to the Beneficiary Customer or in the event that the issuer of the Letter of Credit is no longer an Approved Bank, the Beneficiary Customer shall be entitled, without prior notice or demand, to draw the entire amount of the Letter of Credit, and the Beneficiary Customer shall deposit and hold all funds so drawn in the Letter of Credit Proceeds Account, with such funds to be withdrawn from the Letter of Credit Proceeds Account and applied by the Beneficiary Customer only against sums due and owing by the Responsible Customer under this Agreement as and when such sums become due. The Beneficiary Customer shall promptly refund the balance of the Letter of Credit Proceeds Account to the Responsible Customer upon the earlier to occur of (i) the Responsible Customer’s replacement or renewal of the Letter of Credit or (ii) the date that all sums (including any interest and other costs) that are due and owing by the Responsible Customer to the Beneficiary Customer pursuant to this Agreement have been irrevocably and indefeasibly paid in full;

(d) except as provided in paragraph 8.3(c), the Beneficiary Customer shall have the right to draw the Letter of Credit, or to withdraw funds from the Letter of Credit Proceeds Account (as applicable), and deposit or transfer such funds to the Beneficiary Customer’s operating account, only to fulfil any of the payment obligations of the Responsible Customer under this Agreement in the event that the Responsible Customer fails to pay such obligations when due. In the event that any payment is made to the Beneficiary Customer pursuant to a draw on the Letter of Credit or a withdrawal from the Letter of Credit Proceeds Account (as applicable), the Beneficiary Customer may cause such funds to be deposited or transferred into the Beneficiary Customer’s operating account, and the receipt of funds by the Beneficiary Customer pursuant to such drawing or withdrawal shall, to that extent, satisfy and discharge the Responsible Customer’s obligation to make such payment under this Agreement, but shall be without prejudice to the Responsible Customer’s rights to make any claim in relation to the matter giving rise to such payment or otherwise pursue any other right or remedy under this Agreement, at law or in equity, and shall further be without prejudice to the
Beneficiary Customer’s rights to make further draws on the Letter of Credit or further withdrawals from the Letter of Credit Proceeds Account (as applicable), or to otherwise pursue any other right or remedy under this Agreement, at law or in equity;

(e) upon the occurrence of any draw on the Letter of Credit or any withdrawal from the Letter of Credit Proceeds Account (as applicable), the Responsible Customer shall, at its sole expense, within five (5) Business Days after such draw or withdrawal, procure the renewal, reissuance or reinstatement of the Letter of Credit or the replenishment of funds in the Letter of Credit Proceeds Account, such that the amount of the Letter of Credit or the Letter of Credit Proceeds Account (as applicable) is increased to, and at all times remains equal to, the total face amount required by this paragraph 8.3;

(f) a Responsible Customer shall maintain the Letter of Credit in effect to comply with its obligations under this Agreement (notwithstanding the expiry or termination of this Agreement) until payment has been irrevocably and indefeasibly made for all amounts which have accrued as of the expiry or termination of this Agreement, and in respect of which a draw can be made under the Letter of Credit pursuant to this Agreement; provided, however, that subject to the Beneficiary Customer’s right to draw and retain the Letter of Credit pursuant to this paragraph 8.3, the Letter of Credit which is valid on the date of expiry or termination of this Agreement shall be cancelled and such Letter of Credit shall be returned by the Beneficiary Customer to the Responsible Customer after payment has been irrevocably and indefeasibly made of such amounts which have accrued as of and including the date of such expiry or termination;

(g) in the event that this Agreement is terminated or a Responsible Customer’s right to borrow LNG is permanently suspended, in either case in accordance with the provisions of paragraph 7 as a result of a breach or default by a Responsible Customer under this Agreement, the Beneficiary Customer shall be entitled to draw the entire amount remaining under the Letter of Credit or withdraw the entire amount remaining in the Letter of Credit Proceeds Account (as applicable), and the Beneficiary Customer may deposit and retain such funds in the Beneficiary Customer’s operating account and apply such funds in partial satisfaction of the Beneficiary Customer’s damages claim against the Responsible Customer arising out of such termination or suspension (as applicable). Each Responsible Customer hereby acknowledges and agrees that the Beneficiary Customer’s rights under this paragraph 8.3(g) shall be in addition to, and not in limitation of, any other rights and remedies of the Beneficiary Customer arising out of such termination or suspension (as applicable), and that any such draw or withdrawal (as applicable), retention and application of funds by the Beneficiary Customer shall not constitute an election of remedies (or otherwise be deemed to waive or modify its other rights and remedies), nor shall it constitute an impermissible forfeiture or penalty; and
(h) notwithstanding anything in this paragraph 8.3 to the contrary, the Beneficiary Customer’s right to draw funds under the Letter of Credit, or to withdraw funds from the Letter of Credit Proceeds Account (as applicable), and to retain and apply such funds in accordance with this paragraph 8.3, shall not be deemed to be a claim or Dispute such that the Beneficiary Customer would be required to first bring an arbitration action against the Responsible Customer in accordance with the provisions of paragraph 25 prior to drawing and retaining the Letter of Credit, or withdrawing and retaining sums from the Letter of Credit Proceeds Account (as applicable).

9. **INTER-CUSTOMER FM SERVICES CURTAILMENT ALLOCATION**

All (but not less than all) of the Customers shall have the optional right to determine for themselves how any unanticipated LNG Terminal services curtailment (whether resulting from force majeure or otherwise) should be allocated as between or among all Customers; provided, however, that such Customer-agreed allocation: (a) must be agreed in writing by all Customers, (b) must not be contrary to the type and aggregate quantum of services curtailment notified by Terminal Owner, (c) complies (to the extent applicable) with the provisions relating to duration of, and spacing between, unloading Windows as specified in the Customer’s TUAs, (d) can be performed by Terminal Owner, acting as a Reasonable and Prudent Operator, without breaching or defaulting on any other obligations or otherwise increasing any potential Liability to any Customer and (e) must not be reasonably likely to result in an increased likelihood of Adverse Operations.

10. **INTER-CUSTOMER CONFIDENTIALITY OF SCHEDULING AND INVENTORY BALANCE INFORMATION**

10.1 **Confidential Information Defined**

For the purposes of this Agreement, the term “Confidential TICA Information” shall be defined to include any and all information, whether in written or electronic form or transmitted orally, that directly relates to the activities provided for or contemplated under this Agreement and which information is provided by one Customer to another in connection with the performance of such Customer’s obligations, or the enforcement of such Customer’s rights, in either or both cases under this Agreement.

10.2 **Use and Disclosure of Confidential Information**

(a) Confidentiality Obligation. Neither this Agreement nor information or documents constituting Confidential TICA Information that comes into the possession of a Party by means of another Party in connection with the performance of this Agreement may be used or communicated to Persons (other than the Parties) without the prior written consent of the Parties.
(b) **Permitted Disclosure.** Notwithstanding paragraph 10.2(a), a Party shall have the right to disclose such information or documents without obtaining the other Parties’ prior consent in the following situations:

(i) accountants, auditors, other professional consultants, advisors or underwriters, provided that, such disclosure is solely to assist the purpose for which the aforesaid were so engaged; and further, provided, that such Persons agree to hold such information or documents under terms of confidentiality equivalent to paragraph 10.2(a) and this paragraph 10.2(b), and for the benefit of the Parties;

(ii) Lenders and other providers or prospective providers of finance to Terminal Owner in relation to the LNG Terminal, provided that, such Persons agree to hold such information or documents confidential, and for the benefit of the Parties, for a period of at least two (2) years;

(iii) Other Customers and *bona fide* prospective Other Customers, purchasers and *bona fide* prospective purchasers of all or a part of a Party’s or its Affiliate’s business, and assignees and *bona fide* prospective assignees of all or part of a Party’s interest in this Agreement, provided that, in each of the foregoing cases such Persons agree to hold such information or documents under terms of confidentiality equivalent to paragraph 10.2(a) and this paragraph 10.2(b), and for the benefit of the Parties;

(iv) to legal counsel, provided that, such disclosure is solely to assist the purpose for which such legal counsel were so engaged;

(v) if required by any court of law or any applicable Law, or if requested by a Governmental Authority having or asserting jurisdiction over a Party and having or asserting authority to require such disclosure in accordance with that authority (including in connection with the resolution of a Dispute), or pursuant to the rules of any recognised stock exchange or regulatory agency established in connection therewith; provided, however, that if a Party reasonably considers a portion of this Agreement by be commercially sensitive, then the disclosing Party shall use its reasonable endeavours to ensure that such Governmental Authority agrees to hold such information or documents of this Agreement which under terms of confidentiality equivalent to paragraph 10.2(a) and this paragraph 10.2(b) (where applicable) and shall furnish the other Parties with an advance copy of any proposed release and related documents;

(vi) to prospective assignees permitted under the applicable TUA and this Agreement, to Transporters and any applicable Vessel Operators, to LNG Supplier and to any prospective and actual Gas Receivers, in each case only to the extent required for the execution and/or administration of such contracts, and provided that, such Persons agree to hold such information or documents under terms of confidentiality equivalent to
paragraph 10.2(a) and this paragraph 10.2(b), and for the benefit of the Parties;

(vii) to its Affiliates, its shareholders and partners, or its shareholders’ and partners’ Affiliates, provided that, such recipient entity has a bona fide business need for such information and agrees to hold such information or documents under terms of confidentiality equivalent to paragraph 10.2(a) and this paragraph 10.2(b);

(viii) to any Government Authorities to the extent such disclosure assists Terminal Owner or Aggregator (as applicable) in obtaining Authorisations;

(ix) to an expert in connection with the resolution of a Dispute under paragraph 16 or to an arbitration tribunal in connection with the resolution of a Dispute under paragraph 16 or under the Arbitration Agreement;

(x) to the extent any such information or document has entered the public domain other than through the fault or negligence of the Party making the disclosure; and

(xi) to Gas Receivers and LNG Supplier as necessary for the proper administrative of the relevant Gas Sales Agreement, LNG Handling Agreement or LNG Sales and Purchase Agreement, including the resolution of disputes under the Arbitration Agreement.

Notwithstanding the foregoing provisions of this paragraph 10.2(b), Aggregator acknowledges and agrees that certain providers of finance to Terminal Owner as well as Governmental Authorities in Singapore and Terminal Owner’s shareholders and partners may disclose this Agreement and information or documents disclosed pursuant to this paragraph 10.2(b) if required by any court of law or any Law or if requested by a Governmental Authority having or asserting jurisdiction over such Persons and having or asserting authority to require such disclosure in accordance with that authority, or pursuant to the rules of any recognised public stock exchange or regulatory agency established in connection therewith.

(c) Public Announcements

(i) A Party must not issue or make any public announcement, press release or statement regarding this Agreement without, prior to the release of the public announcement, press release or statement, furnishing to the other Parties a copy of such announcement, press release or statement, and obtaining the prior written consent of the other Parties in respect of the same.
(ii) Notwithstanding any failure to obtain consent under paragraph 10.2(c), no Party shall be prohibited from issuing or making any such public announcement, press release or statement if in the sole discretion of the disclosing Party it is deemed appropriate to do so in order to comply with the applicable Laws, legal proceedings or the rules or regulations of any recognised public stock exchange or regulatory agency established in connection therewith having jurisdiction over such Party.

10.3 Enforcement Rights

All Customers agree that the provisions of this Agreement that relate to the use and disclosure of Confidential TICA Information shall be enforceable only as between or among such Customers, and that the use and disclosure of Confidential TICA Information by Terminal Owner shall, as between a disclosing Customer and Terminal Owner, be subject in all respects to the relevant confidentiality and disclosure provisions of the applicable TUA.

11. CARGO CANCELLATION

(a) When Terminal Owner exercises its authority under the applicable TUA to delay or cancel a Cargo contained within the Firm Forward Schedule no later than forty-five (45) days before the Nomination Month in order to prevent Adverse Operations, the following additional provisions shall apply:

(i) Terminal Owner shall exercise reasonable efforts to select for cancellation or delay a Cargo being delivered for the account of that Customer whose actual LNG receipts and Regasified LNG send-out up to the date on which Terminal Owner makes such selection, and whose Programmed Daily Gas Quantities for the period from the date of selection until the Scheduled Window within which Adverse Operations (as defined in the applicable Customer’s TUA) are anticipated to occur, represent the greatest departure (in a direction that contributes to the Adverse Operations) from the assumptions regarding Cargo deliveries and Regasified LNG send out underlying the ADP then in effect;

(ii) in affirmatively determining to delay a Cargo and the extent of any delay in accordance with the applicable TUA, the Terminal Owner may take account of Programmed Gas Quantities for the period following the Scheduled Window of the Cargo being delayed; and

(iii) Terminal Owner shall avoid conflicts of interest.

(b) The provisions of this paragraph 11 are in addition to, and not in substitution or modification of, the provisions of the applicable TUA governing failure to take delivery of Regasified LNG.

12. ASSIGNMENT
12.1 **Restriction on Assignment or Transfer of Rights and Obligations**

(a) Except for inventory transfers subject to the provisions of paragraph 6, a Customer party to this Agreement shall not be entitled to assign or transfer, in whole or in part, its rights and/or obligations under this Agreement to any other Person unless (i) such assignment or transfer is to a Person that has taken a corresponding assignment or transfer of such assignor’s or transferor’s rights and obligations under the assignor’s or transferor’s Customer’s TUA and the Arbitration Agreement (and in the case of Aggregator such transferee has also assumed and agreed to perform all of Aggregator’s obligations under the Step-In Rights Agreement); and (ii) EMA shall have provided its written approval of such transfer or assignment.

(b) The provisions of paragraph 12.1(a)(ii) shall not apply in the event that EMA (or its nominee) steps-into Aggregator’s rights and obligations under Aggregator’s TUA and this Agreement in accordance with the provisions of the Step-in Rights Agreement.

12.2 **Prohibited Assignments or Transfers**

Any assignment or transfer that is made or effected in a manner that is not in strict accordance with the provisions of this paragraph 12 shall be void *ab initio*.

13. **INVOICING AND PAYMENT**

If any amount is due from one Customer to another Customer hereunder the Customer to which such amount is due shall issue a statement setting forth the basis and computation of such amounts in reasonable detail. Payment of each such statement shall be due and payable on the tenth day following delivery of such statement, and shall be paid in US dollars in immediately available funds to a bank account designated by the Customer issuing the invoice. If the full amount of any such statement is not paid when due any unpaid amount shall bear interest at the Default Rate, compounded monthly from and including the due date. Customer shall maintain all books and records relevant to the determination of any such statement for a period ending on the later of three (3) years following the statement or the date upon which any dispute regarding the statement is resolved. Such books and records shall be subject to audit by the Customer receiving the statement.

14. **EVENTS OF TICA FORCE MAJEURE**

14.1 **Nature of Relief**

Subject to the provisions of this paragraph 14, a Party’s obligations under this Agreement shall be suspended to the extent that they are affected (in whole or in part) by the occurrence of an event of TICA Force Majeure and no liability shall accrue in respect of the failure to perform such obligations.
14.2 **Events of TICA Force Majeure**

Subject to paragraphs 14.3 and 14.4, an event of “TICA Force Majeure” means any event or circumstance, or any combination of events or circumstances, the occurrence or effect of which is beyond the reasonable control of a Party (the “Affected Party”) that could not have been avoided by steps that might reasonably have been taken by a Reasonable and Prudent Operator and that causes or results in a failure or delay in the performance by the Affected Party of any of its obligations under this Agreement (other than payment obligations), including:

(a) acts of God, including tsunami, landslides, earthquakes, lightning, storm, tempest, hurricane, typhoon, tornado, cyclones, perils of the sea, soil erosion, mudslide, flood, washout or epidemics;

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

(c) strikes, lock outs, or other industrial disturbances;

(d) acts or omissions of a Governmental Authority;

(e) fire, explosion, fault or failure of plant, equipment or other installation;

(f) an event affecting the LNG Terminal that constitutes Force Majeure as defined in, under the terms of, the Affected Party’s TUA;

(g) events that excuse a Gas Receiver from taking delivery of Regasified LNG under its gas sales agreement or LNG handling agreement, provided that, such events constitute TICA Gas Receiver Force Majeure; or

(h) events that excuse an LNG supplier from delivering LNG under the terms of an LNG sales and purchase agreement, provided that, such events constitute TICA LNG Supplier Force Majeure.

14.3 **TICA Gas Receiver Force Majeure**

(a) TICA Force Majeure shall include events affecting a Customer’s Gas Receiver if such events constitute “TICA Gas Receiver Force Majeure” which means any act, event or circumstance, whether of the kind described herein or otherwise, that is not reasonably within the control of a Gas Receiver (the “Affected Gas Receiver”), such Affected Gas Receiver having observed a standard of conduct that is consistent with a Reasonable and Prudent Operator and that prevents, impedes or delays in whole or in part (i) such Affected Gas Receiver’s performance of any one or more of its obligations under its gas sales agreement or
LNG handling agreement or (ii) the receipt and consumption of Gas by the Affected Gas Receiver.

(b) TICA Gas Receiver Force Majeure shall include circumstances of the following kind, provided that, such circumstances satisfy the definition of TICA Gas Receiver Force Majeure set forth above:

(i) acts, events or circumstances which as events of “force majeure” excuse a Transporter from performance under a gas transportation agreement, and

(ii) the necessity of performing unscheduled maintenance as a Reasonable and Prudent Operator on the LNG Terminal.

14.4 TICA LNG Supplier Force Majeure

(a) To the extent that the performance of a Party hereunder is prevented by an event that affects a supplier of LNG to such Party, and such event would constitute TICA Force Majeure if it were to affect the Party claiming relief hereunder, such event shall excuse the affected Party hereunder, provided that, such an event is an event of TICA LNG Supplier Force Majeure.

(b) “TICA LNG Supplier Force Majeure” means any act, event or circumstance, whether of the kind described herein or otherwise, that is not reasonably within the control of the Affected Party’s LNG supplier, including the LNG Supplier (the “Affected LNG Supplier”), such Affected LNG Supplier having observed a standard of conduct that is consistent with a Reasonable and Prudent Operator, and that prevents, impedes or delays in whole or in part such Affected LNG Supplier’s delivery of LNG to the LNG Terminal.

(c) TICA LNG Supplier Force Majeure shall include circumstances of the following kind, provided that, such circumstances satisfy the definition of TICA LNG Supplier Force Majeure set forth above:

(i) port closure at the Loading Port or at the unloading Port;

(ii) loss, serious failure of or damage to a scheduled LNG Vessel that affects its ability to receive, transport and deliver LNG; and

(iii) loss, serious failure of or damage to a supply source that affects the ability of the Affected LNG Supplier to liquefy, store, load or deliver LNG to Seller,

provided, however, that an Affected Party shall only be excused as a result of TICA LNG Supplier Force Majeure only if and to the extent that the Affected LNG Supplier uses reasonable endeavours to mitigate the effects of the event of TICA LNG Supplier Force Majeure for the remainder of the ADP for the applicable year and, if an ADP has been established for the following year, such
following year, including by the Affected LNG Supplier offering, and to the extent accepted, arranging for the prompt delivery of substitute quantities of uncommitted LNG supply (in full Cargo lots); provided, always, that the Affected LNG Supplier or its Affiliates have available shipping capacity or, if unavailable, suitable shipping capacity is reasonably available to the Affected LNG Supplier or its Affiliates to make such deliveries and the Affected Party agrees to reimburse the Affected LNG Supplier fully for any and all incremental shipping costs reasonably incurred by the Affected LNG Supplier necessary to transport such LNG to the LNG Terminal, provided that, the Affected LNG Supplier shall use reasonable endeavours to minimise such costs.

15. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the terms of the laws of England, without reference to conflict of laws rules or principles that may purport to cause, or require, the laws of another jurisdiction to apply. To the extent that Available Inventory transfers may be deemed to be a sale of goods, the provisions of the *United Nations Convention on the International Sale of Goods* (also known as the Vienna Sales Convention) shall expressly not apply.

16. **DISPUTE RESOLUTION**

16.1 **The Arbitration Agreement**

The Parties acknowledge that they are or will become parties to the Arbitration Agreement. The Parties agree that the terms of the Arbitration Agreement shall be deemed incorporated into this Agreement as if fully set forth herein. All defined terms in the Arbitration Agreement shall have the same meaning in this Agreement. The Parties hereby agree that each Dispute arising under or in connection with this Agreement (including any Dispute as to (a) its formation, (b) whether or not this Agreement has been terminated or (c) a request for a declaration to resolve a Dispute concerning the interpretation of this Agreement) or which arises out of or in connection with the LNG Terminal, shall be resolved pursuant to the terms of the Arbitration Agreement. The Parties hereby agree that all Related Disputes shall be resolved pursuant to the terms of the Arbitration Agreement. For the avoidance of doubt, all other parties to the Arbitration Agreement (as defined in that agreement) are intended by the Parties to this Agreement to be third-party beneficiaries of this Agreement with respect to the rights contained in this paragraph 25 as against the Parties.

16.2 **Fast Track Procedures**

For any Dispute for which the remedy of suspension is sought pursuant to paragraph 7.1(c), the Arbitration Agreement shall be modified as between or among the relevant Parties to such Dispute in the following respects:

(a) in Clause 3 of the Arbitration Agreement, (i) the time period for the Parties to negotiate after delivering a Dispute Notice shall be fifteen (15) days instead of
thirty (30) days, and (ii) the time period after which a Party may commence an Expert Determination or an arbitration shall be fifteen (15) days instead of thirty (30) days after the delivery of a Dispute Notice;

(b) in an arbitration, the Respondent shall deliver its Answer to the Request and any counterclaims within 15 days after receipt of the Request for Arbitration. For purposes of this paragraph 16.2(b), the date of receipt shall be the earlier of the date on which the Request for Arbitration was received from the Claimant or from the ICC Secretariat. The Secretariat shall not be authorized to extend the time to file an Answer except for good cause shown, and any extension may not exceed 7 days;

(c) if the Respondent asserts one or more counterclaims, then the Claimant shall file a reply within fifteen (15) days after receipt of the Answer and Counterclaim. For purposes of this clause, the date of receipt shall be the earlier of the date on which the Answer and Counterclaim were received from the Respondent or from the ICC Secretariat. The Secretariat shall not be authorized to extend the time to file a reply except for good cause shown, and any extension may not exceed seven (7) days;

(d) the time period for a Party to the Arbitration Agreement to join an arbitration under Clause 5.4 of the Arbitration Agreement shall be seven (7) days after receipt of the Request for Arbitration or seven (7) days after its receipt of the Answer or Counterclaim if the Answer or Counterclaim raises new issues implicating the economic interests of that Party;

(e) under Clause 5.5 of the Arbitration Agreement, the time period for a Party to the Arbitration Agreement to serve a Dispute Notice for a Related Dispute shall be thirty (30) days from the receipt of the Request for Arbitration. The time periods applicable to the negotiation and commencement of an arbitration after receipt of such a Dispute Notice shall be as set forth herein;

(f) it is the Parties’ intention that the arbitration of Disputes under this Agreement shall be completed expeditiously. The Parties therefore request that the ICC Court expeditiously confirm the appointment of the arbitrators;

(g) under Clause 5.7 of the Arbitration Agreement, the time period for the two arbitrators nominated by the Parties to nominate a third (3rd) arbitrator to chair the arbitration shall be fifteen (15) days after confirmation of the second (2nd) arbitrator;

(h) under Clause 5.12 of the Arbitration Agreement, (i) the time period for a referee appointed under Clause 5.12(ii) to decide whether Disputes are Related Disputes shall be thirty (30) days after the appointment of the referee, and (ii) the time period for an Arbitral Tribunal to determine if Disputes are Related Disputes shall be thirty (30) days after a petition is submitted to the Arbitral Tribunal under Clause 5.12(iii); and
(i) The Arbitral Tribunal shall issue its award no later than one hundred eighty (180) days after the confirmation of the appointment of the chair of the Arbitral Tribunal, unless the Parties to the subject Dispute agree otherwise.

17. REPRESENTATIONS AND WARRANTIES

17.1 Representations and Warranties of the Customers

As of the date this Agreement is effective upon a Customer and until the expiration of this Agreement, such Customer represents, undertakes and warrants that:

(a) such Customer is and shall remain duly formed and in good standing under the Laws of Singapore and is and shall remain duly qualified to do business in Singapore;

(b) such Customer has the requisite power, authority and legal right to execute and deliver, and to perform its obligations under, this Agreement;

(c) such Customer has not incurred any liability to any financial advisor, broker or finder for any financial advisory, brokerage, finder’s or similar fee or commission in connection with the transactions contemplated by this Agreement for which Terminal Owner or any of its Affiliates could be liable; and

(d) neither the execution, delivery nor performance of this Agreement, violates or will violate, results or will result in a breach of; or constitutes or will constitute a default under, any provision of such Customer organisational documents, any law, judgment, order, decree, rule or regulation of any court, administrative agency or other instrumentality of any Governmental Authority or of any other material agreement or instrument to which such Customer is a party.

17.2 Representations and Warranties of Terminal Owner

As of the TICA Effective Date and until the expiration of this Agreement, Terminal Owner represents, undertakes and warrants that:

(a) Terminal Owner is and shall remain duly formed and in good standing under the Laws of Singapore and is and shall remain duly qualified to do business in Singapore;

(b) Terminal Owner has the requisite power, authority and legal right to execute and deliver, and to perform its obligations under this Agreement;

(c) Terminal Owner has not incurred any liability to any financial advisor, broker or finder for any financial advisory, brokerage, finder’s or similar fee or commission in connection with the transactions contemplated by this Agreement for which the Customer or any of its Affiliates could be liable;
(d) neither the execution, delivery nor performance of this Agreement, violates or will violate, results or will result in a breach of, or constitutes or will constitute a default under, any provision of Terminal Owner’s memorandum and articles of association, any law, judgment, order, decree, rule or regulation of any court, administrative agency or other instrumentality of any Governmental Authority or of any other material agreement or instrument to which Terminal Owner is a party; and

(e) Terminal Owner is the owner of the LNG Terminal.

18. **NOTICES**

18.1 **Notices**

(a) Any notice or other correspondence (“**Notice**”) required to be given by one Party to another Party (or to any other Person) under this Agreement shall be in writing, in the English language, and shall be:

(i) delivered by hand to the relevant Party (or other Person, as applicable);

(ii) sent by recorded delivery letter (with official acknowledgement of receipt);

(iii) sent by registered mail;

(iv) sent by any electronic means of transmitting written communications which provides written confirmation of complete transmission (including by facsimile);

(v) published on the Website (but only for notices provided for under paragraphs 5.1 and 5.4);

(vi) in the case of notices specifically identified in this Agreement as suitable for electronic communication, as well as all communication from an LNG Vessel, communicated electronically; or

(vii) such other method as the Parties may agree.

(b) In each of paragraphs 18.1(a)(i)-18.1(a)(iv), such Notice from one Party to another Party, shall be addressed to such other Party at the address set forth in the table below, the address set forth in the applicable Accession Agreement entered into by an Other Customer or at such other address as such Party may from time-to-time designate by notice.

(i) In the case of Terminal Owner:

**Address:**  
SINGAPORE LNG CORPORATION PTE. LTD.  
991G Alexandra Road, #03-29C
18.2 **Notices under paragraph 18.1(a)(vi)**

For the purposes of paragraph 18.1(a)(vi), the Parties agree that notices given from LNG Vessels at sea may be given by radio.

18.3 **Oral Communication does not constitute Notice**

Oral communication does not constitute notice for purposes of this Agreement.

18.4 **Confirmation of Notices**

A Notice given pursuant to paragraph 18.1(a)(iv) shall, unless acknowledged, be subsequently (but without prejudice to the validity of the original notice if received) confirmed by letter sent in accordance with paragraphs 18.1(a)(i)-18.1(a)(iii).

18.5 **Receipt of Notices**

A Notice which is sent or dispatched as set forth in paragraph 18.1 will be deemed to have been received by the addressee as follows:

(a) in the case of communication by a letter (including where the same is delivered by hand) or recorded or registered postal delivery:

(i) between 0900 hours and 1700 hours on a Business Day, then on that Business Day; or
(ii) otherwise, 1000 hours on the following Business Day;

(b) in the case of communication pursuant to paragraph 18.1(a)(iv):

(i) between 0900 hours and 1700 hours on a Business Day, then when confirmation of transmission to and receipt by the facsimile machine or similar of the recipient is received by the facsimile machine or similar of the sender on that Business Day; or

(ii) otherwise, 1000 hours on the following Business Day; and

(c) if the Notice was given by radio from an LNG Vessel at sea, the actual receipt of the communication by radio.

18.6 Proof of Service

In proving service by post it shall be necessary to prove only that the notice was sent or despatched and that the notice was contained in an envelope properly addressed, prepaid and posted. In proving service by facsimile it shall be necessary to prove only that the notice was acknowledged as received.

18.7 Operational Notices

This Agreement may contain a separate and more informal agreed procedures and methods for the giving and receiving of notices that relate primarily to day-to-day operational matters.

19. MISCELLANEOUS

19.1 Customers’ Cooperation Regarding Terminal Owner Financing

Each Customer acknowledges that Terminal Owner intends to obtain project financing for the cost of construction of the LNG Terminal (the “Financing”). In addition to a Customer’s obligations under its TUA, such Customer shall cooperate with Terminal Owner in Terminal Owner’s efforts to obtain the Financing by supplying the Lenders information concerning such Customer and its Gas Receivers (that is in such Customer’s possession and is not of a proprietary nature) reasonably requested by the Lenders.

19.2 Amendments

This Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by each Party.

19.3 Authorisations

Each Party shall use reasonable endeavours to maintain in force all Authorisations necessary for its performance under this Agreement. Without in any way modifying or limiting a Party’s obligations in respect of obtaining and maintaining its respective
necessary Authorisations, each Customer and Terminal Owner shall reasonably cooperate with each other upon request wherever necessary for this purpose.

19.4 **Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

19.5 **Waiver**

Except as expressly set forth herein, the failure of any Party to timely exercise any right or remedy under this Agreement shall not operate as a waiver of any such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy. Waiver by any Party of any breach of a provision hereof shall not constitute the waiver of any subsequent breach of such provision.

19.6 **Third-party Beneficiaries**

(a) Each Gas Receiver has the right to enforce as a third party beneficiary for purposes of section 1(1)(a) of the *Contracts (Rights of Third Parties) Act 1999* the provisions of this Agreement (other than the termination provisions) as against other Customers to the extent required (i) for such Gas Receiver to enforce its rights under its Gas Sales Agreement or LNG Handling Agreement to receive damages for a Customer’s failure to deliver Gas to such Gas Receiver as a result of a Customer’s breach of this Agreement and (ii) to bring claims or raise defences in respect of its obligations to indemnify a Customer for the Customer’s liabilities to another Customer under this Agreement resulting from such Gas Receiver’s breach of its Gas Sales Agreement or LNG Handling Agreement.

(b) Except as set forth in paragraph 19.6(a), nothing in this Agreement, express or implied, is intended to confer on any other Person any rights or remedies as a third-party beneficiary in or by reason of this Agreement and the Parties do not intend any term of this Agreement to be enforceable under the *Contracts (Rights of Third Parties) Act 1999* by any Person that is not a Party to this Agreement.

(c) In no event shall section 2(1) of the *Contracts (Rights of Third Parties) Act 1999* apply.

19.7 **Exclusion of Sales of Goods Act and CISG**

To the extent permitted by law, the provisions of the *Sale of Goods Act (c. 54)*, and the *United Nations Convention on Contracts for the International Sale of Goods* (or any modification, consolidation or re-enactment thereof), are each expressly excluded from application to the terms and conditions of this Agreement, and all implied representations and warranties provided for therein are likewise excluded in respect of all sales and supplies of LNG or Regasified LNG that may occur under this Agreement.
19.8 **Rules of Construction**

(a) Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

(b) In the event that any conflict arises between this Agreement and the Marine Operations Manual, then this Agreement shall prevail.

19.9 **Survival of Rights**

(a) Any termination or expiration of this Agreement shall be without prejudice to any rights, remedies, obligations and liabilities which may have accrued to a Party pursuant to this Agreement or otherwise under applicable law. All rights or remedies which may have accrued to the benefit of any Party (and any of this Agreement’s provisions necessary for the exercise of such accrued rights or remedies) prior to the termination or expiration of this Agreement shall survive such termination or expiration.

(b) Furthermore, the provisions of paragraphs 1, 10, 15, 16, 18 and 19 shall survive the termination or expiration of this Agreement.

19.10 **Rights and Remedies**

Except where this Agreement expressly provides to the contrary, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

19.11 **Disclaimer of Agency**

(a) The Parties agree that the relationship existing among them is contractual in nature, and therefore, nothing contained herein is intended to create, or shall be deemed or construed to create, any legal entity, partnership, joint venture, other association or a trust between the Parties. No Party shall have the authority to hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf or in the name of another Party. This Agreement shall not be deemed or construed to authorise any Party to act as an agent, servant or employee for another Party for any purpose.

(b) It is not the intention of the Parties to create, nor shall this Agreement be deemed or construed to create, nor shall the Parties report for any purpose any transaction occurring pursuant to this Agreement a lease or sales transaction with respect to any portion of the LNG Terminal.
19.12 Severance of Invalid Provisions

In the event that any provision in this Agreement shall for any reason be determined by any court or tribunal to be illegal, invalid or unenforceable, then the remaining provisions shall not be affected, impaired or invalidated and shall remain in full force and effect and shall continue to be binding upon the Parties.

19.13 Compliance with Laws

The Parties shall in the discharge of their obligations under this Agreement comply with all applicable laws, statutes, rules, regulations, permits, licences, approvals, judgments, decrees, injunctions, writs and orders, and all interpretations thereof, of all Governmental Authorities. The Parties shall comply with all applicable laws, rules and regulations of any government agency applicable to the performance of its obligations under this Agreement, and shall comply with (to the extent applicable to Aggregator) all laws, rules and regulations dealing with improper or illegal payments, gifts, gratuities or improper influencing of any government action, including the Foreign Corrupt Practices Act of 1977 of the United States of America, and such provisions under the United Kingdom Anti-Terrorism, Crime and Security Act of 2001, governing corrupt practices, each as may be amended from time-to-time. Each Party covenants and represents that it will not request any service, action or inaction by another Party which would constitute a violation of any applicable anti-corruption Laws of Singapore, the United States of America and any part of the United Kingdom, and each Party agrees that the other shall have no obligation to make any payment under or in connection with this Agreement to the extent the payment or any part thereof would violate such anti-corruption laws.

19.14 Expenses

Each Party shall be responsible for and bear all of its own costs and expenses incurred in connection with the preparation and negotiation of this Agreement.

19.15 Scope

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces any provisions on the same subject contained in any other agreement between the Parties, whether written or oral.

19.16 Counterpart Execution

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Agreement by executing any such counterpart.

19.17 Sovereign Immunity

Each of the Parties hereby waives any and all immunity from jurisdiction, investigation or enforcement that it may enjoy, and further waives any objection to arbitral proceedings.
being brought in accordance with the terms of this Agreement. If any Party has the power to claim the defences of “sovereign immunity” or “act of State”, or if a court grants such immunity to that Party, such Party hereby irrevocably waives such immunity.

[Signatures on following page]
IN WITNESS whereof this Agreement has been executed by Terminal Owner and Aggregator as of the date first set forth above.

SINGAPORE LNG CORPORATION PTE. LTD.

By: 
Name: 
Title:  

BG SINGAPORE GAS MARKETING PTE. LTD.

By: 
Name: 
Title: 
ANNEX 1
FORM OF ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT ("Accession Agreement") is made on the [●] day of [●], 20[●], by and among:

(A) SINGAPORE LNG CORPORATION PTE. LTD. ("Terminal Owner") a company incorporated under the laws of the Republic of Singapore with its principal office at 991G Alexandra Road, #03-29C, Singapore 119975, acting in its own capacity and on behalf of each of the other parties to that certain TICA dated as of 15 March 2010 by and between Terminal Owner and Aggregator (defined below) other than Terminal Owner, under [insert power of attorney details];

(B) BG SINGAPORE GAS MARKETING PTE LTD. ("Aggregator"), a company incorporated under the laws of the Republic of Singapore with its registered office at 83 Clemenceau Avenue #14-08 UE Square, Singapore 239920; and

(C) [NAME OF ACCEEDING PARTY] ("Acceding Party")

This Accession Agreement is supplemental to the Terminal & Inter-Customer Agreement dated as of 15 March 2010 by and between Terminal Owner and Aggregator (the "TICA").

Capitalized terms used but not defined in this Accession Agreement shall have the same meaning as in the TICA.

For the consideration made and received among the parties and the mutual promises contained in the TICA, Acceding Party agrees as follows with effect on and from the date of [insert date of Acceding Party's TUA with Terminal Owner] (notwithstanding that this Accession Agreement may have been executed at a later date):

1. Acceding Party will be bound by, and have the benefit of, the TICA (including, for the avoidance of doubt, the arbitration agreement in paragraph 16 of the TICA) as a Party under the TICA.

2. All other parties to the TICA, whether original signatories to that agreement or Parties added or to be added under paragraphs 2.2 and 2.3 of the TICA, are expressly intended by the Parties to this Accession Agreement to be third-party beneficiaries of this Accession Agreement and as such are to have the benefit of all rights contained in this Accession Agreement and the TICA as against Acceding Party. Terminal Owner shall provide a copy of this Accession Agreement promptly to all such other Parties to the TICA.

3. As a condition to the effectiveness of this Accession Agreement and for the purposes of paragraphs 2.2 and 2.3 of the TICA, Acceding Party has provided to Aggregator a duly executed power of attorney substantially in the form set out in Appendix A on or before
the date hereof (a copy of which is attached). For the purposes of paragraph 18.1(b), the
details of Acceding Party are as follows: [insert notice address and details]

4. This Accession Agreement is governed by English law.

5. Any dispute arising out of or in connection with this Accession Agreement shall be
submitted to arbitration in accordance with the terms of paragraph 16 of the TICA.

IN WITNESS WHEREOF, each of the Parties has caused this Accession Agreement to be duly
executed and signed by its duly authorized officer as of the day and year first before written.

[NAME OF ACCEDING PARTY]

By: ________________________________
Name: ______________________________
Title: _______________________________

SINGAPORE LNG CORPORATION PTE. LTD.,
acting in its individual capacity

By: ________________________________
Name: ______________________________
Title: _______________________________

SINGAPORE LNG CORPORATION PTE. LTD.,
acting for and on behalf of each existing Party to the
TICA, prior to the
date hereof pursuant to certain powers of attorney
first listed hereinabove

By: ________________________________
Name: ______________________________
Title: _______________________________

BG SINGAPORE GAS MARKETING PTE, LTD.

By: ________________________________
Name: ______________________________
Title: _______________________________
Appendix A

FORM OF POWER OF ATTORNEY

[PARTY NAME] has entered into that certain Terminal & Inter-Customer Agreement dated as of 15 March 2010 (the “TICA”), by and among[inter alia], the undersigned, Singapore LNG Corporation Pte. Ltd. ("Terminal Owner"), BG Singapore Gas Marketing Pte. Ltd. (“Aggregator”). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the TICA.

1. In connection with the foregoing, [Party name] hereby constitutes and appoints Terminal Owner as its true and lawful attorney-in-fact (“Attorney-in-Fact”), with full power and authority, in the name, place and stead and on behalf of the [Party name], to execute and deliver any agreements or appendices or other instruments to be executed or delivered pursuant to paragraph 2.2 of the TICA.

2. Attorney-in-Fact shall have full power to make and substitute any one or more attorneys-in-fact in his place and stead, and the undersigned hereby ratifies and confirms all that either Attorney-in-Fact or any such substitute or substitutes shall do under this Power of Attorney. The term “Attorney-in-Fact” as used herein shall include any and all such substitute attorneys-in-fact.

3. It is understood that, except as set forth in this Power of Attorney, Attorney-in-Fact does not assume any responsibility or liability to the undersigned or any other person. Attorney-in-Fact shall not be liable for any error of judgment or for any act done or omitted or for any mistake of fact or law. No implied duties or obligations shall be read into this Power of Attorney against the Attorney-in-Fact.

4. This Power of Attorney shall be irrevocable save with the consent of Attorney-in-Fact, but shall expire on termination of the last remaining TUA to which [Party Name] is a party.

5. This Power of Attorney shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of England and Wales, without regard to its rules concerning conflict of laws.

6. [Party name] hereby represents and warrants to the Attorney-in-Fact that [Party name] has full right, power, authority and capacity to execute and deliver this Power of Attorney and to perform fully the undersigned’s obligations hereunder. [Party name] has taken all actions necessary to authorize the transactions contemplated by this Power of Attorney. This Power of Attorney has been duly executed and delivered by the undersigned and constitutes the legal, valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms, except as limited by laws affecting the enforcement of creditors’ rights generally or by general equitable principles.

Schedule 10 Annex 1 Error! Unknown document property name.
[Signature on following page]
IN WITNESS WHEREOF I have hereunto signed my name this [●] day of [●], 20[●].

(NAME OF PARTY)

By: ______________________________________
Name: _____________________________________
Title: ______________________________________

(ACKNOWLEDGEMENT)
ANNEX 2
FORM OF INTER-CUSTOMER LETTER OF CREDIT

LETTER OF CREDIT

Letter of Credit No. [●]

To: [TICA COUNTERPARTY]
Attention: [●]
Address: [●]
Singapore [●]

Dear Sir or Madam,

By order of and for account of [TICA CUSTOMER] (“Applicant”), which term when used hereinafter shall include the permitted assignees of Applicant pursuant to the TICA (as hereinafter defined), we herewith issue our irrevocable, transferrable Standby Letter of Credit No. [●] (this “Letter of Credit”) in favour of [Name of Beneficiary Customer] (“Beneficiary”). This Letter of Credit shall cover all obligations and liabilities of Applicant under or pursuant to that certain Terminal & Inter-Customer Agreement acceded to by Applicant as of [●], 20[●] (the “TICA”) to pay amounts to Beneficiary in respect of damages and indemnities arising out of a TICA Event of Default (as such term is defined in the TICA) by Applicant in accordance with the provisions of the TICA (collectively, the “Obligations”).

1. This Letter of Credit shall be issued for value of up to S$[●] [Note: amount is the amount by which the Credit Support Amount exceeds the Credit Limit as each are established under the TICA], valid in [●], for the period commencing on [●], 20[●] and ending on [●], 20[●], and shall be available at sight against presentation of the following documents to [Issuing Bank] at its offices in Singapore at [●]:

   (a) Copy of Beneficiary’s signed statement or invoice issued in accordance with the TICA for the applicable damages and indemnities arising out of a TICA Event of Default that have become due and payable by Applicant to Beneficiary as per the TICA; and

   (b) Beneficiary’s signed certification evidencing the following (with alternative bracketed provisions deleted and with all blanks appropriately filled in):

   “We certify that the amount invoiced in our [statement] {or} [invoice] number [●] is properly due and payable in accordance with the terms and conditions of the TICA. We further certify that the amount of this drawing S$[●], under Standby Letter of Credit No. [●], represents funds due to us as Applicant has failed to pay timely the aforementioned [statement] {or} [invoice], in full or in part in accordance with the terms and conditions of the TICA.”

Schedule 10 Annex 2 Error! Unknown document property name.
2. Partial drawings are allowed, provided that, the aggregate amount of all such partial drawings shall not exceed the face amount referenced in paragraph 1 above. All drawings under this Letter of Credit shall be paid with our own funds.

3. The certification described in paragraph 1(b) above, which forms an integral part of this Letter of Credit, shall be signed by one of your purported Presidents, Vice Presidents, Assistant Vice Presidents, Chief Financial Officers, Treasurer or other duly appointed officers (each an “Authorized Officer”), and such certification shall be either in the form of a letter on your letterhead or a communication by telecopy, tested telex or authenticated SWIFT delivered to us. Any tested telex or authenticated SWIFT pursuant to which a drawing is made hereunder shall constitute an operative drawing instrument and need not be confirmed in writing. In the event of a drawing being made by telecopy, you and the Company agree that we are authorized to act on such telecopy without the need or obligation to secure the original thereof.

4. Demand for payment may be made by you under this Letter of Credit prior to the expiration hereof at any time prior to [5:00] p.m., Singapore time, at our address set forth above on any Business Day. As used herein the term “Business Day” means any day on which banking institutions in the Republic of Singapore are open for business (other than a Saturday, Sunday or legal holiday in the Republic of Singapore). If demand for payment is made by you hereunder on a Business Day on or prior to [5:00] p.m., Singapore time, and provided that, such demand for payment and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded, in immediately available funds, not later than [11:30] a.m., Singapore time, on the next succeeding Business Day.

5. This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

6. Only you may make drawings under this Letter of Credit. Upon the payment to you or your account of the amount specified in a sight draft drawn and accompanying drawing certificate delivered hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such draft and drawing certificate, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such draft or drawing certificate to you.

7. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to in Section 1 and shall refer to this Letter of Credit No. [●].

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2006 revision) ICC Publication No. 600, and the laws of [England] {or} [Singapore] to the extent not inconsistent therewith.
This document is the full operative credit instrument and no other advice is required.

Very truly yours,

[APPLICANT’S BANK]; the Issuing Bank
ANNEX 3
FORM OF INTER-CUSTOMER PARENT GUARANTEE

THIS GUARANTEE (this “Guarantee”) is made effective as of the [●] day of [●], 20[●], by [GUARANTOR ENTITY], a [●] duly organised and existing under the laws of [●], with its head office located at [●] (“Guarantor”) for the benefit of [NAME OF BENEFICIARY PARTY], a [●] organised under the laws of [Singapore] with a business office at [●] (“Beneficiary”). Guarantor and Beneficiary are, individually, referred to herein as a “Party” and, collectively, as the “Parties.”

WHEREAS, Beneficiary and [TICA Counterparty] (“Other Customer”) are parties to that certain Terminal & Inter-Customer Agreement [dated] [OR] [acceded to] as of [●], 20[●] by and among Beneficiary, Other Customer, Singapore LNG Corporation Pte. Ltd. [and other party] (the “TICA”);

WHEREAS, as an essential inducement to Beneficiary’s execution and acceptance of the TICA, Beneficiary requested Other Customer to cause this Guarantee to be provided and maintained, covering Other Customer’s obligations to pay amounts to Beneficiary in respect of damages and indemnities arising out of a TICA Event of Default (as such term is defined in the TICA) by Applicant in accordance with the provisions of the TICA (collectively, the “Obligations”).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Subject to the terms, hereof, Guarantor hereby irrevocably and unconditionally guarantees to Beneficiary, and as a separate and independent obligation, as principal and not as surety, indemnifies Beneficiary, that Other Customer will timely and completely perform all of the Obligations. If at any time Other Customer fails, neglects or refuses to perform any of the Obligations, then promptly upon receipt of the first demand from Beneficiary specifying the failure, Guarantor shall fully and truly perform, or cause to be performed, all such Obligations.

2. Except for the notice required in Section 1, Guarantor hereby waives:

(a) notice respecting the creation, existence or acquisition of all or any part of the Obligations;

(b) notice or consent respecting any modification of the Obligations or the TICA;

(c) notice of adverse change in Other Customer’s financial condition or of any other fact which might increase Guarantor’s risk;
(d) notice of presentment for payment, demand or protest and notice thereof as to any instrument;

(e) notice of Other Customer’s default; and

(f) all other notices and demands to which Guarantor might otherwise be entitled.

3. This is a guarantee of payment. Guarantor waives any and all rights, by statute or otherwise, to require Beneficiary to institute suit or otherwise exhaust its rights and remedies against Other Customer. Guarantor consents and agrees that Beneficiary shall be under no obligation to marshal any assets in favour of Guarantor. Guarantor further waives any defence arising by reason of any disability, bankruptcy or insolvency of Other Customer or by reason of cessation, by any cause whatsoever, of the liability of Other Customer other than through payment or performance of the Obligations.

4. Guarantor hereby consents and agrees that, without notice to or subsequent consent by Guarantor and without affecting or impairing the obligations of Guarantor as herein set forth, Beneficiary may, by action or inaction, compromise, settle, waive, extend, refuse to enforce, release (in whole or in part), or otherwise grant indulgences to Other Customer in respect to any or all of the Obligations and may amend, modify or extend in any manner the TICA or any other documents or agreements relating to the Obligations other than this Guarantee.

5. This Guarantee is a primary and original obligation of Guarantor and is an absolute, unconditional, irrevocable Guarantee and, to the extent permitted by applicable law, shall remain in full force and effect without regard to future changes in conditions, including change of law, or any invalidity or irregularity with respect to the execution and delivery of any agreement by Other Customer with respect to the Obligations, until full performance of the Obligations.

6. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment or transfer of the TICA or this Guarantee shall operate to extinguish or diminish the liability of Guarantor hereunder. Without limiting the foregoing,

(a) Guarantor expressly consents and agrees that Beneficiary may assign its rights and obligations under this Guarantee (including the right to receive the proceeds of any payment hereunder) in whole or in part to an Affiliate, or any third-Person assignee that is also acquiring all or substantially all of the assets of Beneficiary; and

(b) Guarantor shall not assign or transfer any of its obligations under this Guarantee. Any assignment or attempted assignment in violation hereof, whether by operation of law or otherwise, shall be void.

7. Guarantor represents and warrants that it is an entity of the type described in the preamble to this Guarantee, that it is duly organised and in good standing under the laws
of its place of formation, that it has full power and authority to enter into this Guarantee, that its execution and delivery of this Guarantee has been duly authorised by all requisite corporate action, and that this Guarantee constitutes a legal, valid, and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms (subject to the application of bankruptcy or insolvency laws affecting the Guarantor).

8. This Guarantee and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with English Law. All Parties agree that the courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or legal relationship established by this Guarantee, and for such purposes each of the Parties hereby irrevocably and unconditionally submits to the jurisdiction of the Singapore courts.

9. Guarantor irrevocably and unconditionally waives any immunity to which it or its property may at any time be or become entitled, whether characterised as sovereign immunity or otherwise, from any set-off or legal action in its jurisdiction of incorporation or elsewhere, including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.

10. Each of Beneficiary's Gas Receivers (as defined in the TICA) has the right to enforce as a third party beneficiary for purposes of Section 1(1)(a) of the Contracts (Rights of Third Parties) Act 1999 the provisions of this Guarantee to the extent required for such Gas Receiver to enforce its rights under its Gas Sales Agreement or LNG Handling Agreement to receive damages for Beneficiary's failure to deliver Gas to such Gas Receiver as a result of Other Customer's breach of the TICA.

11. Except as set forth in section 10 above, nothing in this Guarantee, express or implied, is intended to confer on any person other than Beneficiary any rights or remedies as a third-party beneficiary in or by reason of this Guarantee and the Guarantor does not intend any term of this Guarantee to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any Person other than Beneficiary.

[Signatures on following page]
IN WITNESS WHEREOF, Guarantor has caused its duly authorised officer to execute and deliver this Guarantee as of the date first above written.

[GUARANTOR ENTITY]

By: ______________________________________
Name: ____________________________________
Title: _____________________________________
SCHEDULE 11
DOWNSTREAM PIPELINE INTERCONNECTION POINTS