

Licence No. EMA/GILNG/003



*Smart Energy, Sustainable Future*

# Gas Licence for Gas Importer Licensee (Liquefied Natural Gas)

granted  
under the Gas Act (Cap. 116A) to

Pavilion Energy Singapore Pte. Ltd.  
(Formerly known as Pavilion Gas Pte. Ltd.)

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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**TABLE OF CONTENTS**

**PART I: SCOPE OF THE LICENCE**

**PART II: GENERAL CONDITIONS OF THE LICENCE**

Condition 1: Interpretation and Definitions.....	2
Condition 2: Composition of Board of Directors.....	8
Condition 3: Prohibition on Acquisition of Shares .....	8
Condition 4: Codes of Practice and Standards of Performance.....	9
Condition 5: Risk Management and Insurance .....	10
Condition 6: Preparation for Emergencies and Security Arrangements .....	11
Condition 7: Confidential Information .....	11
Condition 8: International Obligations .....	12
Condition 9: Investigation of Offences.....	12
Condition 10: Information and Access Rights of the Authority.....	13
Condition 11: Payment of Fees .....	14

**PART III: SPECIAL CONDITIONS APPLICABLE TO THE IMPORTATION OF LIQUEFIED  
NATURAL GAS**

Condition 12: Obligation to Provide Licensee Services .....	15
Condition 13: Authority's Approval for Agreements .....	15
Condition 14: Import Quantity .....	16
Condition 15: Supply Reliability.....	16
Condition 16: Force Majeure Mitigation .....	17
Condition 17: Provision of Information and Data Relating to the Licensee Services .....	17

**SCHEDULE 1: LNG SUPPLY SOURCES**

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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**PART I: SCOPE OF THE LICENCE**

1. The Energy Market Authority of Singapore (the “**Authority**”), in exercise of the powers conferred by Section 7(3) of the Gas Act (Cap. 116A) (the “**Act**”), hereby grants to Pavilion Energy Singapore Pte. Ltd, a company incorporated in the Republic of Singapore with Registration Number 201211671M (the “**Licensee**”) a gas licence (the “**Licence**”) authorising the Licensee to import liquefied natural gas into Singapore for Domestic Consumption (the “**Authorised Business**”), subject to the conditions set out herein (the “**Conditions**”).
2. The Conditions are subject to modification in accordance with Sections 14, 15 and 16 of the Act.
3. Subject to paragraphs 4 and 5 below, this Licence shall commence on the date set out below (the “**Effective Date**”) and expire on the termination or expiry of the last remaining Downstream Commitment approved by the Authority or 31 December 2025, whichever is later.
4. The Authority may at any time during the term of this Licence revoke or suspend this Licence in accordance with Section 18 of the Act.
5. Any request for the termination of this Licence by the Licensee is subject to the approval of the Authority, whose approval shall not be unreasonably delayed or withheld beyond a 90-day period. Notwithstanding such request, the Licensee shall continue to be bound by the terms of this Licence until such time as the Authority notifies the Licensee in writing of such approval. The Licensee shall not be released from any obligation arising under this Licence prior to the date of such notification.

31 August 2021

NGIAM SHIH CHUN  
Chief Executive  
Energy Market Authority of Singapore

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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**PART II: GENERAL CONDITIONS OF THE LICENCE**

**Condition 1: Interpretation and Definitions**

1. Unless the context otherwise requires, words and expressions used in this Licence shall be construed as if they were in an Act of Parliament and the Interpretation Act (Cap. 1) applied to them and references to an enactment shall include any statutory modification or re-enactment thereof or any legislation substituted therefor after the date when this Licence comes into operation. A reference in this Licence to a body, whether statutory or not, which ceases to exist or whose functions are transferred to another body includes a reference to the body which replaces it or which substantially succeeds to its functions, powers or duties. A reference in this Licence to the word “including” or a grammatical variation thereof means “including but not limited to”.
2. Unless the context otherwise requires or a term is otherwise defined in paragraph 3 of this Condition, all terms defined in the Act shall have the same meaning when used in this Licence.
3. In this Licence, unless the context otherwise requires:

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

---

<b>“Act”</b>	means the Gas Act (Cap. 116A);
<b>“Affected Source”</b>	means any source of LNG supply that is not reasonably expected to be able to supply LNG at the time that it would be required to supply LNG for the purposes of delivery to an LNG Terminal;
<b>“Authorised Business”</b>	has the meaning ascribed to that term in paragraph 1 of Part I;
<b>“Authority”</b>	means the Energy Market Authority of Singapore;
<b>“Basic Conditions”</b>	means 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 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;
<b>“Conditions”</b>	has the meaning ascribed to that term in paragraph 1 of Part I;
<b>“Director”</b>	has the meaning ascribed to that term in Section 4(1) of the Companies Act (Cap. 50);
<b>“Domestic Consumption”</b>	means the intended use (at the time of entering into the relevant Downstream Commitment) of LNG and/or regasified LNG within Singapore (i) for the purposes of power generation, industrial fuel or feedstock, household uses, and/or (ii) as a liquid fuel or feedstock;
<b>“Downstream Commitment”</b>	means a contract approved by the Authority pursuant to Condition 13 for the supply of LNG and/or regasified LNG for Domestic Consumption. For the avoidance of doubt, a GSA approved by the Authority pursuant to Condition 13 is a Downstream Commitment, and a Handling Agreement is not a Downstream Commitment;

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

---

<b>“Effective Date”</b>	has the meaning ascribed to that term in paragraph 3 of Part I;
<b>“Electricity Act”</b>	means the Electricity Act (Cap. 89A);
<b>“Electricity Licence”</b>	has the meaning ascribed to that term in the Electricity Act;
<b>“End User”</b>	means a Person who has entered into a Downstream Commitment with the Licensee. For the avoidance of doubt, a Gas User is an End User;
<b>“Gas”</b>	means any hydrocarbon or mixture of hydrocarbons (including regasified LNG) consisting principally of methane, other hydrocarbons and non-combustible gases (but is not required to contain ethane, butane or propane), all of which are in a gaseous phase under Basic Conditions;
<b>“Gas Licence”</b>	has the meaning ascribed to that term in the Act;
<b>“Gas Licensee”</b>	means a Person holding a Gas Licence;
<b>“Gas Network Code”</b>	has the meaning ascribed to that term in the Act;
<b>“Gas Sales Agreement” or “GSA”</b>	means any agreement entered or to be entered into, as the case may be, by the Licensee, under which the Licensee sells regasified LNG imported under this Licence for Domestic Consumption, including any amendment, alteration or notification thereto in accordance with the terms of such agreement, whether or not the Gas sold under such agreement may include Gas imported to Singapore via subsea pipeline;
<b>“Gas User”</b>	means a Person who has entered into a GSA with the Licensee;
<b>“Handling Agreement”</b>	means an agreement entered or to be entered into, as the case may be, between the Licensee and a customer for the Licensee’s handling of LNG imported by such customer;
<b>“Licence”</b>	means the Gas Licence described in paragraph 1 of Part I;

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

---

<b>“Licence Year”</b>	means (i) for the first Licence Year, the period beginning on the Effective Date and ending on the next occurring December 31; (ii) for the last Licence Year, the period beginning on January 1 and ending on the date of expiration of this Licence; and (iii) for all other Licence Years, the twelve (12) month period beginning on January 1 and ending on the next occurring December 31;
<b>“Licensee”</b>	means the Licensee described in paragraph 1 of Part I;
<b>“Licensee Services”</b>	means the following: <ul style="list-style-type: none"><li>(a) procurement of LNG for supply to End Users pursuant to any Downstream Commitment;</li><li>(b) procurement and utilisation of services pursuant to any TUA; and</li><li>(c) provision of services to End Users pursuant to any Downstream Commitment;</li></ul>
<b>“Liquefied Natural Gas” or “LNG”</b>	means Gas in its liquid state at or below its boiling point at or near atmospheric pressure;
<b>“LNG Supplier”</b>	means a Person who has entered into an LNG SPA, under which such Person supplies LNG to the Licensee in Singapore;
<b>“LNG Supply Sources”</b>	means the list of sources of LNG supply and/or LNG supply projects as set out in Schedule 1;
<b>“LNG Sales and Purchase Agreement” or “LNG SPA”</b>	means any agreement entered into by the Licensee, under which the Licensee purchases LNG for Domestic Consumption, including any amendment, alteration or notification thereto in accordance with the terms of such agreement;
<b>“LNG Terminal”</b>	has the meaning ascribed to that term in the Act;
<b>“Person”</b>	means any individual, corporation, partnership, trust, unincorporated organisation, institution, government authority or any other legal entity;

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

---

<b>“Potential Gas User”</b>	means a Person who has bona fide demand for regasified LNG and is interested in (i) entering into a new Term GSA, or (ii) extending the supply period and/or increasing the supply quantities under an existing Term GSA;
<b>“Prescribed Rate”</b>	shall have the meaning ascribed to it in paragraph 5 of Condition 11;
<b>“Relevant Legislation”</b>	means the Act, the Electricity Act and the Energy Market Authority of Singapore Act (Cap. 92B), and includes in each case the regulations made thereunder;
<b>“Subsidiary”</b>	shall be construed in accordance with Section 5 of the Companies Act;
<b>“Term GSA”</b>	means a GSA for the supply of regasified LNG by the Licensee for (i) a period of at least one year, or (ii) any other GSA mutually agreed between the Authority and the Licensee to be deemed as a Term GSA;
<b>“Terminal Operator”</b>	means the operator of an LNG Terminal;
<b>“Terminal Use Agreement” or “TUA”</b>	means the Terminal Use Agreement between the Licensee and a Terminal Operator in respect of Throughput Services to be provided at an LNG Terminal;
<b>“Throughput Services”</b>	means the unloading of LNG from an LNG vessel and temporary storage of unloaded LNG at an LNG Terminal, and the subsequent send-out of such delivered LNG as regasified LNG from such LNG Terminal for Domestic Consumption;



**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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**“Transaction Agreement”** means

- (a) any GSA;
- (b) any Terminal Use Agreement;
- (c) any Handling Agreement;
- (d) any agreement with End Users to swap or divert LNG under the End User’s GSA;
- (e) any UAA; and/or
- (f) any other agreements ancillary to the agreements stated in (a), (b), (c), (d) and (e) of this definition (excluding any LNG sale and purchase agreements) whose performance has a material impact on such agreements; and

**“Umbrella Arbitration Agreement” or “UAA”** means an agreement dated 11 March 2010 as amended and restated from time to time, among Shell Gas Marketing Pte Ltd, BG LNG Trading LLC and EMA (as original signatories) and such other Persons (including the Licensee) that become parties thereto from time to time by accession.

4. Without limitation to the application of any other provision of the Act, for the purposes of the restriction on the transfer of this Licence, the provisions of Section 10 of the Act shall apply.
5. Unless the context otherwise requires, any reference in this Licence to a numbered paragraph is a reference to the paragraph bearing that number in the Condition in which the reference occurs.
6. Headings are for convenience only and shall not affect the interpretation of this Licence.
7. Where in this Licence the Licensee is required to comply with any obligation within a specified time limit, that obligation shall be deemed to continue after that time limit if the Licensee fails to comply with that obligation within that time limit.
8. The provisions of Section 95 of the Act shall apply for the purposes of the service of any document by the Authority on the Licensee pursuant to this Licence.

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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9. In the case of any conflict between the provisions of this Licence and the provisions of the Act, the provisions of the Act shall prevail.
10. Where any Condition of this Licence refers to an approval or a notice, such approval or notice must be in writing.

**Condition 2: Composition of Board of Directors**

1. The Licensee shall procure that at all times its Directors, shall not be employed by, nor hold any office or engagement with:
  - (a) except to the extent that the Licensee itself performs such a role in accordance with its Authorised Business, any other Person authorised by a Gas Licence to engage in an activity referred to in subsection (h) of Section 6(1) of the Act or exempted from the obligation to hold a Gas Licence in respect of such activity;
  - (b) any Person authorised by a Gas Licence to engage in an activity referred to in one or more of subsections (a), (b) or (f) of Section 6(1) of the Act or exempted from the obligation to hold a Gas Licence in respect of such activity; or
  - (c) any Person authorised by an Electricity Licence to engage in an activity referred to in one or more of subsections (b), (ba), (e) or (g) of Section 6(1) of the Electricity Act or exempted from the obligation to hold an Electricity Licence in respect of such activity.
2. The Authority may, on such terms as it may specify in writing and notify to the Licensee, waive or vary any of the requirements of this Condition for such period as the Authority may determine.

**Condition 3: Prohibition on Acquisition of Shares**

1. The Licensee shall not directly or indirectly through its Subsidiaries acquire or hold any shares in:
  - (a) except to the extent that the Licensee itself performs such a role in accordance with its Authorised Business, any other Person authorised by a Gas Licence to engage in an activity referred to in subsection (h) of Section 6(1) of the Act or exempted from the obligation to hold a Gas Licence in respect of such activity;
  - (b) any Person authorised by a Gas Licence to engage in an activity referred to in one or more of subsections (a), (b) or (f) of Section 6(1) of the Act or exempted from the obligation to hold a Gas Licence in respect of such activity; or

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

---

- (c) any Person authorised by an Electricity Licence to engage in an activity referred to in one or more of subsections (b), (ba), (e) or (g) of Section 6(1) of the Electricity Act or exempted from the obligation to hold an Electricity Licence in respect of such activity.
- 2. The Authority may, on such terms as it may specify in writing and notified to the Licensee, waive or vary any of the requirements of this Condition for such period as the Authority may determine.

**Condition 4: Codes of Practice and Standards of Performance**

- 1. The Licensee shall be subject to and shall comply with:
  - (a) the Term LNG Import Code;
  - (b) the Terminal Access Code;
  - (c) the Gas Metering Code;
  - (d) the Gas Supply Code; and
  - (e) any other relevant codes of practice and standards of performance as the Authority may notify the Licensee from time to time.
- 2. In conjunction with paragraph 1 of this Condition, the Licensee shall be given the opportunity to participate in the development or modification of any code of practice or standard of performance if such code or standard will directly or indirectly affect the Authorised Business of the Licensee.
- 3. If any new or modified code of practice or standard of performance exceeds the performance obligations imposed by any of the Licensee's contractual agreements pre-dating the coming into effect of that code or standard (as applicable), the Licensee shall be given reasonable time to comply with such new code of practice or standard of performance.
- 4. Notwithstanding paragraph 1 of this Condition, the Authority may by written notification, exempt the Licensee from compliance with any code of practice or standard of performance, in whole or in part, and subject to such terms and conditions as the Authority may determine.
- 5. The Licensee may propose modifications to a code of practice or standard of performance that is in force at the relevant time by notifying the Authority in writing of the proposed modification. The Authority shall:

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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- (a) review the proposed modification to a code of practice and determine whether the proposed modification should be made, in accordance with the code modification process set out in the relevant code; or
  - (b) review the proposed modification to a standard of performance and determine whether the proposed modification should be made.
6. (1) The Licensee shall not:
- (a) with regard to the Licensee Services or Singapore's Gas industry:
    - (i) make, prepare, attest to or certify, orally or in writing, any representation or statement that is false, incorrect or misleading or open to misconstruction by any Person; or
    - (ii) make any representation or statement, orally or in writing, or give any answer, orally or in writing, or otherwise conduct itself in a manner that is likely to mislead any Person;
  - (b) mislead or confuse any Person about the Licensee Services.
- (2) If the Authority is satisfied that the Licensee is contravening or has contravened any provision of sub-paragraph 6(1) of this Condition, the Authority may, by notice to the Licensee, direct the Licensee to take such steps, as are specified in such direction, to correct such false, incorrect or misleading representations, statement or answer or to correct such confusion, including without limitation, by requiring the Licensee to publish a correction or to write to such Persons to correct facts within a specified period of time as directed by the Authority.
- (3) The Authority may take enforcement action against the Licensee in accordance with the provisions of the Act if the Licensee fails to comply with the direction of the Authority issued under sub-paragraph (2) above.

**Condition 5: Risk Management and Insurance**

1. The Licensee shall adopt and implement reasonable and prudent policies in relation to the management of risk and insurance of risks associated with the Licensee Services.

## **GAS LICENCE FOR GAS IMPORTER LICENCE (LIQUEFIED NATURAL GAS)**

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### **Condition 6: Preparation for Emergencies and Security Arrangements**

1. The Licensee shall take such action as the Authority may reasonably require, to plan and prepare for emergencies, including taking part in tests and exercises.
2. The Licensee shall develop and implement such arrangements as are prudent to ensure the safety and, where reasonably practicable, the continuity of its operations in the event of an emergency.

### **Condition 7: Confidential Information**

1. The Licensee shall take reasonable measures to ensure that all information that the Licensee acquires in the course of or in relation to its Authorised Business (including but not limited to information relating to any End User, the gas and/or electricity transmission system, all electrical and/or gas installations, plants, systems, apparatus, equipment and things used for the conveyance of gas and/or electricity):
  - (a) shall not be disclosed or otherwise made available to any Person or used by the Licensee except in the following circumstances:
    - (i) where such disclosure or use is permitted or required by the Authority, this Licence, any applicable code of practice, the Gas Network Code, any applicable law, regulations, directives or requests of any government, statutory or regulatory body or any court or tribunal of competent jurisdiction;
    - (ii) where the disclosure of such information is to the Licensee's directors, officers or employees and is necessary for the due performance of their lawful duties and functions, or is disclosed to an agent, service provider or partner of the Licensee who has agreed in writing to ensure the confidentiality of such information.
  - (b) is not used by the Licensee for any purpose other than that for which it was provided or for a purpose permitted by this Licence (including the purposes set out in (a) above), any applicable code of practice, the Gas Network Code, any applicable law, regulations, directives or requests of any government, statutory or regulatory body or any court or tribunal of competent jurisdiction; and
  - (c) is not used by the Licensee for any commercial advantage in the provision of any service other than a service comprised in the Authorised Business unless consent is given for this purpose by the End User to whom the information relates.

## **GAS LICENCE FOR GAS IMPORTER LICENCE (LIQUEFIED NATURAL GAS)**

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2. The Licensee shall, if requested by the Authority, procure a certificate issued by a reputable professional services firm, in such form as the Authority may require, which confirms that the Licensee is complying with the requirements of this Condition.
3. Nothing in this Condition shall be construed as requiring the Licensee to keep confidential any information that is or becomes generally and publicly available other than as a result of a breach of this Condition by the Licensee.

### **Condition 8: International Obligations**

1. The Licensee shall exercise its rights and powers and perform its duties and obligations under this Licence in a manner which is consistent with the Government's obligations:
  - (a) by virtue of the Government being a member of an international organisation or a party to an international agreement; or
  - (b) to attain or facilitate the attainment of that which is requisite and expedient in view of the Government being a member of such an organisation or a party to such an agreement,to the extent that the Licensee has notice of such membership or agreement pursuant to paragraph 2 of this Condition.
2. The Authority shall notify the Licensee from time to time of any membership or agreement to which paragraph 1 of this Condition applies.
3. The Licensee may apply to the Government for compensation or grant to offset any loss or damage sustained as a result of complying with paragraph 1 of this Condition based on an audited claim submitted by the Licensee for such loss or damage.

### **Condition 9: Investigation of Offences**

1. The Licensee shall monitor its activities with respect to compliance with this Licence or with the Relevant Legislation and shall promptly report any suspected non-compliance to the Authority. The Licensee shall also submit half-yearly, or at such other frequency as notified by the Authority, a compliance statement to the Authority that it has complied with the requirements in this Licence or describing any cases of any suspected non-compliance.
2. Where it comes to the attention of the Licensee that another Gas Licensee has breached its Gas Licence or Relevant Legislation or any other Person has

## **GAS LICENCE FOR GAS IMPORTER LICENCE (LIQUEFIED NATURAL GAS)**

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breached the Relevant Legislation, the Licensee shall promptly report any suspected non-compliance to the Authority.

3. Where the Licensee reports suspected non-compliance by itself, another Gas Licensee or any other Person pursuant to paragraph 2 of this Condition, or requests the Authority to institute a prosecution against any Person for contravening a provision of Relevant Legislation in relation to the Licensee Services, the Licensee shall furnish to the Authority as soon as reasonably practicable:
  - (a) a written report on the suspected non-compliance or contravention; and
  - (b) any relevant information and evidence in the possession or control of the Licensee for the prosecution and conviction of the suspect.
  
4. Where the Authority receives any information from any Person other than the Licensee indicating that an offence under Relevant Legislation may have been committed in respect of activities or property belonging to or managed by the Licensee, the Authority may, subject to Section 5 of the Act, inform the Licensee of such information and the Licensee shall furnish to the Authority as soon as reasonably practicable:
  - (a) a written report on the suspected offence; and
  - (b) any relevant information and evidence in the possession or control of the Licensee for the prosecution and conviction of the suspect.
  
5. The Licensee and its Directors, officers, employees and agents shall give full assistance and cooperation to the Authority and its prosecuting officer or counsel in connection with any prosecution proceedings arising from paragraphs 1 through 4 (inclusive) of this Condition.

### **Condition 10: Information and Access Rights of the Authority**

1. The Licensee shall promptly inform the Authority of any circumstances that result, or are likely to result, in a change in any information provided by the Licensee to the Authority and shall provide updated information to the Authority in a timely manner.
  
2. Without prejudice to the powers of the Authority to call for information under or pursuant to any other Conditions in this Licence or the Relevant Legislation, the Licensee shall, at its own cost, furnish to the Authority such information as the Authority requires pursuant to Section 4 of the Act and in such form as the Authority requires.

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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**Condition 11: Payment of Fees**

1. The Licensee shall, at the times stated hereunder, pay to the Authority fees in the amount specified in, or determined under, paragraphs 2 to 5 (inclusive) of this Condition.
2. The Authority shall, after the issuance of this Licence, notify the Licensee of the initial fee to be paid and the Licensee shall pay such fee to the Authority within thirty (30) calendar days of notification.
3. The Authority shall notify the Licensee on or before the 1st of April of each subsequent year in which this Licence is in effect of the fee to be paid and the Licensee shall pay such fee to the Authority on or before 30th of April of each such subsequent year.
4. Without prejudice to any other powers of the Authority under this Licence or the Act, if the Licensee fails to pay in full any fee due pursuant to this Condition on or before the due date for payment thereof, the Licensee shall pay to the Authority interest at the Prescribed Rate described in paragraph 5 of this Condition below, which interest shall accrue daily on the amount unpaid on and from such due date to the date of actual payment and shall be compounded monthly at the end of each calendar month.
5. The Prescribed Rate shall be the rate which is four percentage points (4%) above the arithmetic average of the rates quoted in Singapore by DBS Bank Limited, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited (or such other banks as the Authority may specify in writing from time to time) as being the respective prime lending rates of such banks for each day of the period for which interest accrues, and in respect of any day during such period which is not a day for which such a rate is quoted, the last preceding rate quoted shall apply.



**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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**PART III: SPECIAL CONDITIONS APPLICABLE TO THE IMPORTATION OF  
LIQUEFIED NATURAL GAS**

**Condition 12: Obligation to Provide Licensee Services**

1. In undertaking the Authorised Business, the Licensee shall provide or conduct (as applicable) the Licensee Services.
2. The Licensee shall not sub-contract or assign the Licensee Services (other than ancillary and support services which are not directly related to the marketing of LNG and/or regasified LNG, such as external accounting, information technology, administrative and office maintenance services) or any part thereof without the Authority's prior written approval.

**Condition 13: Authority's Approval for Agreements**

1. The Licensee shall ensure that any new Transaction Agreement, or any amendment or alteration of any previously approved Transaction Agreement, will only become effective after the Authority's written approval has been obtained.
2. Notwithstanding paragraph 1 of this Condition, the Authority may determine at any time that its approval is no longer required for any agreements falling within paragraph 1 of this Condition and the Authority shall notify the Licensee in writing if this is the case.
3. Any approval granted by the Authority under paragraph 1 above shall be subject to terms and conditions as the Authority may reasonably determine. The Licensee shall at all times ensure that it complies with such terms and conditions.
4. The Licensee shall at all times ensure that it complies with the Licensee's material obligations under any Transaction Agreement in accordance with the terms as approved by the Authority under paragraph 1 of this Condition.
5. The Licensee shall not enter into nor be a party to any agreement or decision or engage in any concerted practice that:
  - (a) seeks to limit the number of suppliers that an End User may procure Gas and/or LNG from, without the prior written approval of the Authority;
  - (b) imposes adverse consequences on an End User if the End User or Licensee contracts with any other counterparty for the supply of Gas and/or LNG in Singapore, without the prior written approval of the Authority;

## **GAS LICENCE FOR GAS IMPORTER LICENCE (LIQUEFIED NATURAL GAS)**

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- (c) prevents, restricts or imposes adverse consequences on an End User if the End User on-sells Gas and/or LNG to other parties, without the prior written approval of the Authority;
- (d) prevents or restricts the on-selling of Gas and/or LNG to or by the Licensee in Singapore, without the prior written approval of the Authority; or
- (e) prevents, restricts or distorts competition in any Gas and/or LNG market in Singapore.

### **Condition 14: Import Quantity**

1. The Licensee shall at all times ensure that the quantity of LNG imported to meet its Downstream Commitments is only for such purposes and subject to such terms and conditions as approved by the Authority pursuant to Condition 13.

### **Condition 15: Supply Reliability**

1. The Licensee shall at all times ensure that it has firm contractual supply or offtake rights (whether through equity or purchase agreements) from the LNG Supply Sources.
2. The Licensee may apply for the approval of the Authority to update or revise the LNG Supply Sources by providing the necessary documentation to support its application. Upon the written approval of the Authority, the revised LNG Supply Sources shall be deemed to form part of Schedule 1 with effect from such date as specified by the Authority in its approval. The Authority may, following consultation with the Licensee, direct the Licensee to make revisions to the LNG Supply Sources for reasons such as sanctions, embargoes or prolonged force majeure.
3. The Licensee shall not nominate in its LNG delivery schedule to an LNG Terminal any source of LNG supply that is reasonably expected to be an Affected Source.
4. Where a source of LNG supply to the Licensee becomes an Affected Source, and such Affected Source:
  - a) is part of the LNG Supply Sources, notwithstanding the Licensee's ability to declare force majeure, the Licensee shall use reasonable endeavours to substitute it with an alternative source of LNG supply that is able to supply LNG at the relevant time for the purposes of delivery to the LNG Terminal; or

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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- b) is not part of the LNG Supply Sources, the Licensee shall use reasonable endeavours to substitute it with an alternative source of LNG supply that is able to supply LNG at the relevant time for the purposes of delivery to the LNG Terminal and the Licensee shall not be entitled to declare force majeure under its Transaction Agreements for any period of more than sixty (60) days due to such Affected Source.

**Condition 16: Force Majeure Mitigation**

1. The Licensee shall, in the event that the Licensee declares force majeure under any Transaction Agreement, notify the Authority in writing of the same promptly and in any event no later than five (5) working days after such event, and provide the following information, including but not limited to the following:
  - (a) reason for declaring force majeure;
  - (b) the estimated duration of force majeure and quantity of Gas and/or LNG affected;
  - (c) if applicable, alternative source(s) of replacement Gas and/or LNG;
  - (d) if applicable, a plan to allocate unaffected Gas and/or LNG between End Users; and
  - (e) the Licensee's plans to resume normal performance of any Transaction Agreement or to alleviate or mitigate the effects of force majeure including, where applicable, measures to (i) cause the LNG Supplier (pursuant to an LNG SPA) or the Terminal Operator (pursuant to a TUA) to use reasonable endeavours to mitigate the effect of the force majeure event, and (ii) minimise the impact on End Users and the cost of delivering replacement Gas and/or LNG.
2. Following the notification under paragraph 1 of this Condition, the Licensee shall, from time to time to the best of its knowledge or where required, supplement and update all information provided to the Authority under paragraph 1 of this Condition until such time that normal performance under the Transaction Agreement has resumed.

**Condition 17: Provision of Information and Data Relating to the Licensee Services**

1. The Licensee shall submit to the Authority, quarterly or such other intervals as may be notified by the Authority to the Licensee, in such format as may be approved by the Authority, a statement including but not limited to the following:

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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- (a) the actual quantity of LNG imported by the Licensee for Domestic Consumption in the Licence Year under each LNG SPA or from each source of LNG supply;
  - (b) the total actual quantity of LNG imported by the Licensee for Domestic Consumption in the Licence Year as of the date of each statement;
  - (c) the actual quantity of LNG and regasified LNG delivered to each of its End Users in the Licence Year under each Downstream Commitment;
  - (d) the total actual quantity of LNG and regasified LNG delivered by the Licensee to its End Users in the Licence Year;
  - (e) all requests for Term GSAs from Potential Gas Users and all firm offers provided in response thereto; and
  - (f) any reasonably expected event or circumstance which could adversely affect the Licensee's performance of the Licensee Services or any Transaction Agreement.
2. The Licensee shall use reasonable endeavours to notify the Authority prior to (but in any event no later than concurrently with) the taking of any of the following actions under a Transaction Agreement:
  - (a) waiving any material rights or obligations;
  - (b) exercising any material contractual option;
  - (c) declaring or acknowledging the occurrence of an event of force majeure; or
  - (d) exercising any termination rights.
3. The Licensee shall use reasonable endeavours to notify the Authority concurrently with, but in any event no later than immediately after, receiving any notice of the occurrence of an event of force majeure or taking any of the following actions under a Transaction Agreement:
  - (a) instituting or responding to legal, arbitral or expert proceedings;
  - (b) agreeing the terms of settlement of a material dispute; or
  - (c) declaring a breach or default.
4. The Licensee shall promptly notify the Authority if it becomes aware of any counterparty to a Transaction Agreement taking any action referred to in

**GAS LICENCE FOR GAS IMPORTER LICENCE  
(LIQUEFIED NATURAL GAS)**

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paragraphs 2 or 3 of this Condition. To the extent that it may affect LNG supply to Singapore, the Licensee shall promptly notify the Authority if it becomes aware of any action referred to in paragraphs 2 or 3 of this Condition taken by any counterparty to an agreement that entitles the Licensee to receive LNG.

5. The Licensee shall, at its own cost, as soon as reasonably practicable and in any event no later than two (2) weeks after the Authority's notice in writing, provide information reasonably required by the Authority for the purpose of verification of the statement submitted under paragraph 1 of this Condition. The information required may include a report prepared by an independent, reputable professional services firm certifying the accuracy of the respective quantities, independent surveyor's reports, Gas metering data, Gas sales invoices and such other information as may be reasonably required by the Authority for the purpose of verifying the actual quantity of LNG imported by the Licensee and the actual quantity of LNG and regasified LNG delivered by the Licensee to each of its End Users.
6. The Licensee shall, at its own cost, collect and report statistics in such form and at such frequency as may be reasonably requested by the Authority in writing.

