

Dated [●]

[●]
and
[●]

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MASTER LNG SALES AND PURCHASE AGREEMENT

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THIS AGREEMENT is dated [●] and is made between:

- (1) [●], a [●] company the registered office of which is situated at [●] ([●] or the **Seller** or the **Buyer**, as the case may be, as specified in the applicable Confirmation Notice) of the one part; and
- (2) [●], a [●] company the registered office of which is situated at [●] ([●] or the **Buyer** or the **Seller**, as the case may be, as specified in the applicable Confirmation Notice) of the other part.

The Seller and the Buyer are herein also referred to individually as a **Party** and collectively as the **Parties**.

WHEREAS

- (A) The Parties may from time to time wish to enter into a Transaction for the sale and purchase of LNG by executing a Confirmation Notice; and
- (B) The Parties wish to enter into this Agreement to set out the general terms and conditions under which such sale and purchase shall take place, subject to the execution of a Confirmation Notice.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires:

Adverse Weather Conditions means weather and/or sea conditions actually experienced at the Transfer Port that are sufficiently severe to:

- (a) prevent a LNG Vessel from proceeding to berth, loading (in the case of an FOB delivery), unloading (in the case of an Ex-Ship delivery) and/or departing from berth in accordance with the weather standards prescribed in published regulations in effect at the relevant Transfer Port, or by the order of the relevant harbour authority; and/or
- (b) cause the master of the LNG Vessel to determine that it is unsafe for the LNG Vessel or any other LNG vessel to berth, load or unload, or depart from the berth.

Affiliate means, in relation to a Party or any other entity, a Person which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party or entity. For the purposes of this definition **control** means:

- (a) the right to direct the policies or operations of the particular Person; or
- (b) the direct or indirect ownership of, in aggregate, 50 per cent or more of the
 - (i) equity shares,

- (ii) voting stock or
 - (iii) shares carrying a right to vote at a general meeting (or its equivalent)
- of the particular Person.

Agreement means this Master LNG Sale and Purchase Agreement.

Allowed Laytime means the number of consecutive hours as set forth in the applicable Confirmation Notice agreed by the Seller and the Buyer to: berth; and load or unload; an LNG Cargo at the Transfer Port.

Anti-Corruption Laws means:

- (a) the United States Foreign Corrupt Practices Act of 1977;
- (b) the United Kingdom Bribery Act 2010;
- (c) the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and such Convention's Commentaries; and
- (d) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Banking Day means a day (other than a Saturday, a Sunday, bank or public holidays or any other days specified in the applicable Confirmation Notice) on which banks are normally open for business in the country in which the bank of the Party that is obliged to pay the relevant invoice is located (as specified in the applicable Confirmation Notice).

Btu means British thermal unit, being the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 59 degrees Fahrenheit to 60 degrees Fahrenheit 1.01325 bar. One million Btus is referred to as 1 MMBtu. When all units are considered at the same combustion reference temperature, 1 MMBtu is equal to 1,055.06 MJ (also equal to 1,055,060,000.0 J).

Buyer Deficiency Quantity means the quantity of LNG the Buyer fails to receive from the Seller, as set forth in clause 4.2.

Buyer's Excluded Taxes means all Taxes imposed on account of the corporate existence of Buyer, as a result of Buyer's activities causing Buyer to have a permanent establishment in the

country of the Loading Port (or, in respect of Ex-Ship deliveries, any transit country) or in respect of the revenue or profits of Buyer.

Carbon Footprint shall mean the greenhouse gases emissions related to a specific LNG Cargo, as calculated by the Seller¹, from the extraction/production, gathering and boosting, transmission, liquefaction, storage, loading and, if applicable, shipping of the LNG Cargo to the Unloading Port and unloading at the Unloading Port, expressed in tons of CO₂ equivalent.

Competent Authority means:

- (a) any person (whether autonomous or not) having legal and/or regulatory authority and/or enforcement powers;
- (b) any court of law or tribunal in any jurisdiction; and/or
- (c) any Tax Authority.

Completion of Loading means the completion of loading and disconnection of loading arms.

Completion of Unloading means the completion of unloading and disconnection of unloading arms.

Confidential Information has the meaning set forth in clause 24.2.

Confirmation Notice means the agreement entered into, from time to time, by the Parties substantially in the form set forth in Schedule 1 (*Form of Confirmation Notice*) to this Agreement, such document being a confirmation of specific terms and conditions applicable to a particular sale and purchase of a specific quantity of LNG.

Consequential Loss means

- (a) any indirect, remote, unforeseeable or consequential loss or damages;
- (b) any actual or anticipated loss of income, profits, bargain, production or revenue;
- (c) any business interruption, loss of use or increased cost of working;
- (d) any special, exemplary or punitive loss;
- (e) any loss of goodwill or business opportunity; or
- (f) any claim, demand or action made or brought against that Party by a third Person.

¹ [Note: Parties may wish to specify how the Carbon Footprint is calculated. One methodology is the MRV and GHG Neutral Framework published by GIIGNL.]

Credit Support means credit support agreed in the Confirmation Notice to be provided in respect of a Party in connection with such Party's obligations in accordance with a Transaction or as may be required pursuant to Clause 11.9.

Credit Support Provider means, in respect of a Party, any Person providing Credit Support in respect of that Party's obligations.

CTMS means the relevant LNG Vessel's Custody Transfer Measurement System, as specified in paragraph 7.1 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) in the case of an FOB delivery, or paragraph 6.1 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) in the case of an Ex-Ship delivery.

Daily Demurrage and Boil-Off Rate has the meaning set forth in paragraph 5.4 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) in the case of an FOB delivery, or paragraph 5.4 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) in the case of an Ex-Ship delivery.

Defaulting Party has the meaning set forth in clause 16.1.

Delivery Date means the date when loading (in the case of an FOB delivery) or unloading (in the case of an Ex-Ship delivery) of the LNG Vessel is scheduled to commence, as set forth in the applicable Confirmation Notice.

Delivery Point means:

- (a) in respect of an FOB delivery, the junction point where the flange coupling of the relevant LNG Vessel's loading lines (or spool piece (if used)) connects with the flange coupling of the export lines at Seller's Facilities, or
- (b) in respect of an Ex-Ship delivery, the junction point where the flange coupling of the relevant LNG Vessel's unloading lines (or spool piece (if used)) connects with the flange coupling of the receiving lines at Receiving Facilities.

Dispute has the meaning set forth in clause 18.2.

EEZ means, in respect of a given country, the exclusive economic zone extending no more than two hundred (200) nautical miles off the coastal baseline of such country, as prescribed by the United Nations Convention on the Law of the Sea.

Estimated Treating Costs has the meaning specified in clause 6.4.

ETA has the meaning set forth in paragraph 4 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) in the case of an FOB delivery or the meaning set forth in

paragraph 4 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*), in the case of an Ex-Ship delivery.

Event of Default has the meaning set forth in clause 16.1.

Ex-Ship means Delivered Ex-Ship (DES) as defined in Incoterms 2000 (International Rules for the Interpretation of Trade Terms, as published by the International Chamber of Commerce, edition 2000).

Expert means an independent expert qualified by education, experience and training to determine the matter in dispute, appointed to resolve a Dispute of a technical nature between the Parties pursuant to paragraph 7.7 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) in the case of an FOB delivery, or paragraph 6.7 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) in the case of an Ex-Ship delivery.

FOB means Free On Board (**FOB**) as defined in Incoterms 2010 (International Rules for the Interpretation of Trade Terms, as published by the International Chamber of Commerce, edition 2010).

Force Majeure has the meaning set forth in clause 15.

Independent Surveyor has the meaning set forth in paragraph 7.7 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*), in the case of an FOB delivery, or paragraph 6.7 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) in the case of an Ex-Ship delivery.

Insolvency Event means, in respect of a Person, such Person:

- (a) is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger);
- (b) becomes insolvent, is unable to pay its debts, or fails or admits in writing its inability generally to pay its debts, as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) (A) institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy, or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official; or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or

liquidation, and such proceeding or petition is instituted or presented by a Person not described in part (A) of this paragraph and, in each case, such proceeding or petition either: (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (2) is not dismissed, discharged, stayed or restrained in each case within five (5) days of the institution or presentation thereof;

- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all, or substantially all, of its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets, in each case, and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within fifteen (15) days thereafter;
- (h) causes or is subject to any event with respect to it that under the applicable laws of any jurisdiction has an analogous effect to any of the events specified in paragraphs (a) to (g) (inclusive); or
- (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts referred to in paragraphs (a) to (h) (inclusive).

International Standards means the international standards and practices applicable from time to time to the ownership, design, equipment, operation or maintenance of LNG vessels and liquefaction, regasification, storage facilities and loading and unloading terminals established by:

- (a) the International Maritime Organisation (**IMO**);
- (b) the Oil Companies International Marine Forum (**OCIMF**);
- (c) the Society of International Gas Tanker and Terminal Operators (**SIGTTO**), or the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended 1995 (**STCW**);
- (d) the International Organisation for Standardisation (**ISO**); or
- (e) any other internationally recognised agency or organisation with whose standards and practices it is customary for Reasonable and Prudent Operators or owners of such vessels or of such facilities and terminals to comply.

LNG means liquefied Natural Gas.

LNG Cargo means a cargo of the Nominal Quantity of LNG to be delivered by the Seller to the Buyer pursuant to a Transaction.

LNG Heel means, in relation to an Ex-Ship delivery, with respect to a given LNG Cargo, the volume or quantity of LNG that may be retained by the LNG Vessel after the discharge.

LNG Price has the meaning set forth in clause 11.1.

LNG Regulating Country means any country that exerts jurisdiction over:

- (a) the performance of this Agreement or any Transaction, or
- (b) the Natural Gas that is used as the feedstock to produce LNG Cargo that is the subject of this Agreement or any Transaction.

LNG Vessel means an ocean going vessel meeting the requirements of the Confirmation Notice and paragraph 2 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) or paragraph 2 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) and designed, constructed, equipped and maintained to load, carry and deliver LNG (whether or not owned or operated directly by a Party or by a Third Party), which, in respect of each delivery pursuant to a Confirmation Notice, shall be identified in the Confirmation Notice (or shall be subsequently agreed between the Parties) and used for such delivery.

Loaded Volume Certificate means the certificate issued by the Seller to the Buyer to notify the volume of LNG loaded, as set forth in paragraph 7.2 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) in the case of an FOB delivery.

Loading Port means the loading port where the relevant LNG Cargo is to be loaded, as specified in the applicable Confirmation Notice.

MARPOL means the IMO's International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 relating thereto (the **MARPOL 73-78 Convention**), and as supplemented by amendments to the MARPOL 73-78 Convention entering into force from time to time.

Natural Gas means a combustible mixture of hydrocarbon gases with or without inert gases and/or impurities of which the major component shall be methane and all of which are substantially in the gaseous phase at a pressure of 1.01325 bar and at the temperature of zero degree Celsius.

Net Proceeds means, in respect of all or part of the Buyer Deficiency Quantity, the total proceeds received from the sale of such Buyer Deficiency Quantity less the actual documented costs

reasonably incurred by Seller in relation to transportation (including boil-off), delivery and sale of such quantities in excess of those costs which would have reasonably been incurred in transporting such quantity to the Buyer.

Nominal Quantity means, with respect to a given LNG Cargo to be delivered under this Agreement, the nominal quantity specified in the Confirmation Notice applicable to such LNG Cargo.

Non-Defaulting Party means the Party that is not the Defaulting Party.

Normal Cubic Meter or Nm³ of Natural Gas means the quantity of Natural Gas which at 0 degree Celsius and at an absolute pressure of 1.01325 bar and when free of water vapour occupies the volume of 1 cubic meter.

Notice of Readiness or **NOR** means the notice given by email, radio or telephone (or other similar devices mutually agreed by the Parties) by the master of the LNG Vessel or its agent to the Seller (in the case of FOB deliveries) or the Buyer (in the case of Ex-Ship deliveries) when the LNG Vessel has arrived at the PBS of the Transfer Port or such other point agreed between the Parties in writing, has obtained the authorisation of all relevant authorities to enter the Transfer Port and is in all respects ready to proceed to berth (whether or not a berth is available) and transfer such LNG Cargo; provided that if any such authorisation is withheld due to any action or omission of, or reason attributable to, the Seller or operator of the Seller's Facilities (in the case of FOB deliveries) or the Buyer or operator of Buyer's Facilities (in the case of Ex-Ship deliveries), then the Notice of Readiness may be sent notwithstanding that such authorisation has not yet been obtained.

Off Spec LNG has the meaning set forth in clause 6.3.

Operational Tolerance means a quantity of LNG which is plus or minus five per cent (+/-5%) of the Nominal Quantity, unless otherwise agreed in the Confirmation Notice.

Party means the Buyer or the Seller and **Parties** means both the Buyer and the Seller.

PBS means the customary pilot boarding station where the pilot boards the LNG Vessel at the relevant Transfer Port, as determined by the Terminal Rules.

Permitted Destination has the meaning set forth in clause 22.2.

Person means any individual, partnership, corporation, limited liability company, unlimited liability company, association, foundation, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other entity (in each case whether or not incorporated and whether or not having a separate legal identity).

Port Services Charges means any port charges (including rates, tolls and dues of every description) in respect of an LNG Vessel entering, using or leaving a port, including harbour dues, charges made in respect of marking and lighting the port and charges in respect of which work is performed, services are rendered or facilities are provided, and fees and charges of a Competent Authority or of the provider of such work, services or facilities.

Quality Certificate means the certificate issued by a Party to the other Party to notify the results of the analysis carried out by the Party on the LNG, as set forth in paragraph 7.5 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) in the case of an FOB delivery; or paragraph 7.4 and paragraph 7.5 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) in the case of an Ex-Ship delivery.

Quantity Delivered means the quantity of LNG (expressed in MMBtu) loaded (in the case of an FOB delivery) or unloaded (in the case of an Ex-Ship delivery) pursuant to a specific Confirmation Notice issued under this Agreement, calculated in accordance with Schedule 4 (*Measurement and Testing*).

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 and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions.

Receiving Facilities means those facilities located at the Unloading Port, as further specified in the applicable Confirmation Notice, that are used by the Buyer for the fulfilment of its obligations under a Transaction, which include:

- (a) the LNG Vessel berthing facilities and the Unloading Port facilities,
- (b) the LNG unloading, receipt, storage, treatment (if necessary) and regasification facilities,
- (c) the Natural Gas (and LNG, if applicable) processing facilities and the transmission pipelines, and
- (d) all ancillary equipment, whether or not owned by the Buyer and whether operated directly by the Buyer or by a Third Party.

Regulatory Change has the meaning specified in clause 22.5.

Relevant U.S. Authorities means the DOE/FE, the U.S. Federal Energy Regulatory Commission, the Office of Foreign Assets Control of the U.S. Department of the Treasury and, in each case, any successor agency thereto.

Restricted Jurisdiction means any country, state, territory or region targeted by any of the Trade Control Laws which jurisdictions currently include but are not limited to Iran, Syria, North-Korea, Cuba, and Crimea and Sevastopol.

Restricted Party means a party which is targeted by any of the applicable Trade Control Laws.

Rules has the meaning specified in clause 18.2.

Scheduled Arrival Window means the period specified in the applicable Confirmation Notice, within which the LNG Vessel is scheduled to arrive and issue its effective NOR (including any changed or other period agreed by the Parties pursuant to clause 4.1 or 5.1)

Seller Deficiency Payment has the meaning specified in clause 5.2.

Seller Deficiency Quantity has the meaning specified in clause 5.1.

Seller's Excluded Taxes means all Taxes imposed on account of the corporate existence of the Seller, as a result of the Seller's activities causing the Seller to have a permanent establishment in the country of the Unloading Port (or in respect of an FOB delivery, any transit country) in respect of the revenue or profits of the Seller.

Seller's Facilities means the upstream gas field(s) from which Natural Gas used to manufacture LNG at the relevant liquefaction plant is produced, the pipelines connecting such field(s) to the liquefaction plant and those facilities located at or proximate to the Loading Port, as further specified in the applicable Confirmation Notice, that are used by the Seller for the fulfilment of its obligations under a Transaction, which includes (i) the natural gas inlet compression, processing, treatment and liquefaction facilities, (ii) the LNG storage and loading facilities, (iii) the LNG Vessel berthing facilities and Loading Port facilities, and (iv) all ancillary equipment and utilities, whether or not owned by the Seller and whether operated directly by the Seller or by a Third Party.

SOFR means, in relation to any period, the thirty (30) day average of the Secured Overnight Financing Rate (SOFR) published by the Federal Reserve Bank of New York on the first day of such period or, if no such rate is then published, then on the next succeeding day on which such rate is published, always provided that such rate shall have a floor of zero. If for any reason the SOFR ceases to be available for a period of ten (10) consecutive days, the Parties shall agree an alternative replacement reference interest rate. Any such replacement reference interest rate shall be calculated on the Reset Date; and if, the rate determined in accordance with this definition is less than zero, the interest rate applicable shall be deemed to be zero.

SOLAS means the International Convention for the Safety of Life at Sea, 1974, and the related Protocol of 1978, both as supplemented by amendments entering into force from time to time.

Specifications means the specifications set forth in the applicable Confirmation Notice.

Tax Authority means any taxing or other authority competent to impose any liability in respect of Taxes or responsible for the administration, assessment and/or collection of Taxes or enforcement of any law in relation to Taxes.

Taxes means any form of taxes, royalties, penalties, tariffs, rates, duties or other imposts, fees or charges (including all employment taxes and national insurance contributions) and all penalties, charges, costs and interest payable in connection with any failure to pay or delay in paying them and any associated deductions or withholdings of any sort, other than any Port Services Charges, levied or imposed by a Competent Authority including statutory, governmental, supra-governmental, state, local governmental or municipal institution and the term **Taxable** shall be construed accordingly.

Terminal Rules means all the rules and regulations applicable to the loading or unloading of LNG at the Transfer Port which are issued by the proper port authorities and/or the operator of the Transfer Facilities.

Termination Notice has the meaning given in clause 16.3.

Third Party means any Person other than a Party.

Title Transfer Point means:

- (a) In the case of an FOB delivery, the point in international waters which is the first point where the LNG Vessel is outside the EEZ of the country where the relevant Loading Port is situated following loading.
- (b) in the case of an Ex-Ship delivery, the point in international waters which is the last point where the LNG Vessel is outside the EEZ of the country where the relevant Unloading Port is situated prior to unloading.

Trade Control Laws means any trade or economic sanctions or embargoes, Restricted Party lists, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the United Nations, the European Union, the United Kingdom, the United States of America, any LNG Regulating Country or other official government laws, rules or requirements applicable to this Agreement or a Party to this Agreement.

Transaction means a contract to buy and sell one or more LNG Cargoes between the Parties which incorporates the terms of this Agreement and the provisions contained in the applicable Confirmation Notice.

Transfer Facilities means in the case of an FOB delivery, Seller's Facilities, and in the case of an Ex-Ship delivery, Buyer's Facilities.

Transfer Port means in the case of an FOB delivery, the Loading Port, and in the case of an Ex-Ship delivery, the Unloading Port.

Unloaded Volume Certificate means the certificate issued by the Seller to the Buyer in respect of an Ex-Ship delivery, to notify the Buyer of the volume of LNG unloaded as set forth in paragraph 6.3 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*).

Unloading Port means the unloading port where the relevant LNG Cargo is to be unloaded, as specified in the applicable Confirmation Notice.

US\$ means the lawful currency of the United States of America.

Used Laytime has the meaning set forth in paragraph 5.2 of Schedule 2, in the case of an FOB delivery, or set forth in paragraph 5.2 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) in the case of an Ex-Ship delivery.

Wilful Misconduct means an any act or omission which is done or omitted to be done wilfully, intentionally or consciously having regard to, or with reckless disregard for or wanton indifference to, its foreseeable and harmful consequences, but shall not include any error of judgment or mistake made by such Party in the exercise of good faith of any function, authority or discretion conferred on such Party under any Transaction and such act or omission includes for the avoidance of doubt the intentional failure, in order to realize a commercial gain and for any reason except Force Majeure, by

- (a) The Seller to make available LNG to the Buyer, for example by selling such LNG, directly or through an Affiliate (but other than pursuant to a resale of the relevant LNG Cargo made in accordance with clause 4.4) for a more advantageous price to a Third Party; and
- (b) The Buyer to take LNG from the Seller, for example by purchasing alternative LNG, directly or through an Affiliate for a more advantageous price from a Third Party.

1.2 In this Agreement and any Confirmation Notice, unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice-versa;
- (b) the index and headings to clauses in this Agreement and any Confirmation Notice are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any Confirmation Notice;

- (c) the language which governs the construction and interpretation of this Agreement and each Confirmation Notice is the English language. All notices to be given by a Party and all other communications and documentation which are in any way relevant to this Agreement or any Confirmation Notice, including any Dispute resolution proceedings, shall be in the English language;
- (d) the words **include**, **including** and **inclusive** are to be construed without limitation;
- (e) a reference to a **law** includes common or customary law and any constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty, or other legislative measure, in each case of any jurisdiction whatever (and **lawful** and **unlawful** shall be construed accordingly);
- (f) any reference in this Agreement or any Confirmation Notice to a Person shall include such Person's successors and permitted assigns and in the case of any governmental authority, any Person or entity succeeding to its functions and capacities;
- (g) any reference in this Agreement or any Confirmation Notice to paragraphs, clauses, Schedules or Recitals, are references to such paragraph, clause, Schedule or Recital of this Agreement, the Schedules attached hereto or the applicable Confirmation Notice;
- (h) the Annexes attached hereto are hereby incorporated by reference and are an integral part of this Agreement;
- (i) except as otherwise specified, units of measurements and their prefixes shall be based on the metric system in accordance with ISO 80000-1:2009 "Quantities and Units";
- (j) in the event of any discrepancy, ambiguity or inconsistency between or among this Agreement or any Confirmation Notice and any applicable provision of Incoterms 2000 (or 2010 as applicable) (International Rules for the Interpretation of Trade Terms, as published by the International Chamber of Commerce, edition 2000 (or 2010 as applicable) as may be amended from time to time), the provisions of this Agreement or the applicable Confirmation Notice (as the case may be) shall prevail; and
- (k) for the purpose of this Agreement and any Confirmation Notice, rounding shall be made according to ISO 31-0:1992(E), Annex D which relates to rules for the rounding of numbers, unless otherwise stated herein. If the value to be rounded is equally located between two numbers, rounding shall be made to the higher integer number according to ISO 31-0:1992(E), Annex D, Rule B.

- 1.3 If any specific provision of a Confirmation Notice conflicts with the terms contained in this Agreement, then the specific provision of the Confirmation Notice shall prevail.

2 Sale and purchase

- 2.1 This Agreement contains terms and conditions applicable to the sale and purchase of LNG, provided, however, that neither Party shall have any obligations or liabilities with respect to the sale or purchase of a specific quantity of LNG unless and until both Parties have executed a Confirmation Notice with respect to such specific quantity of LNG.
- 2.2 The Seller agrees to sell and deliver LNG to the Buyer and the Buyer agrees to purchase, receive and pay the Seller for LNG in the quantities set forth in the applicable Confirmation Notice on an FOB basis or Ex-Ship basis (as applicable) at the Delivery Point, under the provisions agreed in the applicable Confirmation Notice and otherwise on and in accordance with the terms and conditions contained in the relevant Transaction.
- 2.3 In relation to an FOB delivery, the LNG Vessel shall be provided by the Buyer, as specified in the applicable Confirmation Notice and Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) and at its expense, for the loading of LNG pursuant to a Transaction.
- 2.4 In relation to an Ex-Ship delivery, the LNG Vessel shall be provided by the Seller, as specified in the applicable Confirmation Notice and Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) and at its expense, for the delivery of LNG pursuant to a Transaction.

3 Quantity and delivery schedule

- 3.1 The Nominal Quantity of each LNG Cargo sold and purchased under this Agreement shall be delivered in a single delivery unless otherwise specified in the applicable Confirmation Notice.
- 3.2 The Parties shall use reasonable endeavours to avoid any conflict with other LNG vessels in berthing the LNG Vessel at the Transfer Port. If the LNG Vessel arrives at the Transfer Port within its Scheduled Arrival Window, such LNG Vessel shall have priority over other LNG vessels (except in case the other vessel, having arrived within its scheduled loading period or unloading period (as the case may be), is waiting due to Force Majeure or Adverse Weather Conditions). The Seller or the Buyer shall use reasonable endeavours to cause the operator of the Transfer Facilities to accept as soon as possible an LNG Vessel that arrives at the Transfer Port prior to or after (subject always to clause 4) its Scheduled Arrival Window. If an LNG Vessel and another LNG vessel are due to arrive at the Transfer Port at a similar time and both vessels are outside their respective

schedules, then the normal shipping industry practice of **first come, first served** shall apply, unless otherwise provided by the Terminal Rules of the Transfer Facilities.

4 Failure to take

4.1 If the Buyer is unable or fails to take delivery of all or part of the Nominal Quantity of an LNG Cargo scheduled for delivery under a Confirmation Notice [within [●] days after / by]:

- (a) the end of the Scheduled Arrival Window for any reason other than Force Majeure, fault of the Seller; or in relation to an Ex-Ship delivery only, the fault of the transporter; or
- (b) the end of a period after the end of the Scheduled Arrival Window equal to the period that Allowed Laytime is extended as a result of Adverse Weather Conditions,

the Parties shall, subject to clause 4.2, use reasonable endeavours to reschedule the relevant LNG Cargo, subject to the Buyer reimbursing the Seller for all reasonable, documented costs and expenses arising from the rescheduling.

4.2 The difference between the Nominal Quantity for the relevant LNG Cargo (as set forth in the applicable Confirmation Notice) and the Quantity Delivered by the deadline specified in clause 4.1 shall be a deficiency quantity (**Buyer Deficiency Quantity**). If the Buyer Deficiency Quantity falls within the Operational Tolerance of the LNG Cargo then the Buyer Deficiency Quantity shall be deemed to be zero, the Parties shall have no further obligation to reschedule the relevant LNG Cargo and the Buyer shall have no further liability to pay the Seller pursuant to this clause 4.

4.3 If the Parties are unable to reschedule the relevant LNG Cargo or the Buyer is unable or fails to take delivery of the Buyer Deficiency Quantity by the deadline specified in clause 4.1 the Buyer shall pay the Seller an amount equal to the LNG Price multiplied by the Buyer Deficiency Quantity (unless the Buyer Deficiency Quantity was due to the Wilful Misconduct of the Buyer, in which case the Buyer shall pay [●]).

4.4 The Seller shall use reasonable endeavours to sell such Buyer Deficiency Quantity to a Third Party or Third Parties.

4.5 If the Seller sells all or part of such Buyer Deficiency Quantity, then Seller shall pay Buyer the Net Proceeds provided, however, that Seller shall not be required to pay Buyer any part of the Net Proceeds which is in excess of the payment made by Buyer to Seller under clause 4.3. For the avoidance of doubt, If the Buyer Deficiency Quantity arises due to the Wilful Misconduct of the Buyer, the Seller shall not be obliged to pay the Net Proceeds amount to the Buyer. The payment of the amounts set out in clause 4.3 (subject to reimbursement of Net Proceeds in accordance with this clause 4.5 (if any)), in addition to demurrage, if any (in respect of Ex-Ship deliveries only), shall be the Seller's sole and exclusive remedy with respect to a Buyer Deficiency Quantity arising.

4.6 The Buyer shall have the right to cause an internationally recognised independent accounting firm acceptable to the Seller, such acceptance not to be unreasonably withheld, to audit the Seller's accounts on behalf of the Buyer at the Buyer's cost to verify the Seller's invoiced amounts described in this clause 4, subject to such Third Party auditor executing a confidentiality agreement in a form that is reasonably acceptable to the Seller.

4.7 The Buyer and the Seller each acknowledges and agrees that the payment of the amounts set out in clause 4.3 (subject to reimbursement of Net Proceeds in accordance with clause 4.5) shall be payable by the Buyer by way of liquidated damages that are proportionate to and fairly reflect the Seller's legitimate interests in enforcing the Buyer's obligations in respect of a Transaction and the extent of the losses that would likely be suffered by the Seller because of the Buyer's default.

5 Failure to deliver

5.1 If the Seller is unable or fails to deliver all or part of the Nominal Quantity of an LNG Cargo scheduled for delivery under a Confirmation Notice [within [●] days after the end of /by]:

- (a) the Scheduled Arrival Window for any reason other than Force Majeure, fault of the Buyer, the fault of the Transporter (in relation to an FOB delivery only), or fault of the owner or operator of Receiving Facilities or Unloading Port (in relation to an Ex-Ship delivery only); or
- (b) the end of a period after the end of the Scheduled Arrival Window equal to the period that Allowed Laytime is extended as a result of Adverse Weather Conditions,

the Parties shall use reasonable endeavours to reschedule the delivery of the LNG Cargo, subject to the Seller reimbursing the Buyer for all reasonable, documented costs and expenses arising from the rescheduling.

5.2 The difference between the Nominal Quantity for the relevant LNG Cargo and the Quantity Delivered by the deadline specified in clause 5.1 shall be a deficiency quantity (the "**Seller Deficiency Quantity**"). If the Seller Deficiency Quantity falls within the Operational Tolerance of the LNG Cargo then the Seller Deficiency Quantity shall be deemed to be zero, the Parties shall have no further obligation to reschedule the relevant LNG Cargo and the Seller shall have no further liability to pay the Buyer pursuant to this clause.

5.3 If the Parties are unable to reschedule the relevant LNG Cargo or the Seller is unable or fails to deliver the Seller Deficiency Quantity by the deadline specified in clause 5.1 then the Buyer has the right to require the Seller not to deliver the Seller Deficiency Quantity. If the Buyer notifies the Seller that it requires the Seller not to deliver the Seller Deficiency Quantity, then the Seller shall

pay the Buyer its actual direct documented costs reasonably incurred as a result of the Seller Deficiency Quantity as follows (**Seller Deficiency Payment**):

- (a) if the balance of the Nominal Quantity is within the Operational Tolerance of the LNG Cargo, the Seller Deficiency Quantity shall be deemed to be zero and the Seller shall have no liability to pay the Buyer under this clause 5.3;
- (b) if the Buyer is able to procure substitute LNG or Natural Gas at a cost that is commercially reasonable under the circumstances, the Buyer's cost to procure substitute LNG or Natural Gas required as a result of the Seller's failure to deliver (plus documented additional transportation and logistics costs, if any, incurred by the Buyer and attorney's fees reasonably incurred by the Buyer) less the LNG Price multiplied by the quantity of such substitute LNG or Natural Gas; or
- (c) if the Buyer is not able to procure substitute LNG or Natural Gas, having taken reasonable steps to do so, within [●] days after the Buyer notifies the Seller that it requires the Seller not to deliver the balance of the Nominal Quantity, the Buyer's costs properly incurred as a result of termination of its resale arrangements in respect of the Seller Deficiency Quantity,

provided the Seller Deficiency Payment shall not in any event exceed [●] % of the LNG Price multiplied by the Seller Deficiency Quantity (unless the Seller Deficiency Quantity was due to the Wilful Misconduct of Seller in which case the Seller Deficiency Payment shall [[not exceed [●] . Payment of the Seller Deficiency Payment shall be the Buyer's sole and exclusive remedy in damages or otherwise with respect to the Seller's failure to deliver LNG in accordance with the terms of a Transaction.

5.4 The Seller shall have the right to cause an internationally recognised independent accounting firm acceptable to the Buyer, such acceptance not to be unreasonably withheld, to audit the Buyer's accounts on behalf of the Seller at the Seller's cost to verify the Buyer's invoiced amounts described in this clause 5, subject to such Third Party auditor executing a confidentiality agreement in a form that is reasonably acceptable to the Buyer.

5.5 The Buyer and the Seller each acknowledges and agrees that the payment of the Seller Deficiency Payment shall be payable by the Seller by way of liquidated damages that are proportionate to and fairly reflect the Buyer's legitimate interests in enforcing the Seller's obligations in respect of a Transaction and the extent of the losses that would likely be suffered by the Buyer because of the Seller's default.

6 Quality

6.1 The LNG sold hereunder shall, at the time of delivery to the Buyer at the Delivery Point, comply with the Specifications.

- 6.2 Promptly after Completion of Loading, the Seller shall provide the Buyer the Quality Certificate from Seller's Facilities and, upon the Buyer's request, the Seller shall provide analyses for impurities of LNG loaded which shall be carried out by the Seller (or the Seller will cause such analyses to be carried out). Sampling and analyses procedures taken by the Seller shall be in accordance with International Standards and be agreed between the Parties before the loading.
- 6.3 If the Seller becomes aware that the quality of the LNG fails to comply with or is likely not to comply with the Specifications upon delivery (**Off Spec LNG**), the Seller shall so notify the Buyer as soon as reasonably practicable.
- 6.4 If the Buyer, acting as a Reasonable and Prudent Operator, determines that such Off Spec LNG is acceptable to the operator of Receiving Facilities, (and in the case of an FOB delivery, the master of the LNG Vessel) and would not prejudice the safe and reliable operation of Receiving Facilities (and in the case of an FOB delivery, reliable transportation of the LNG Vessel), then the Buyer shall provide the Seller as soon as reasonably practicable with a reasonable and documented estimate of the costs to treat the Off Spec LNG and the costs to remedy any direct damage to Receiving Facilities (and in the case of an FOB delivery, the LNG Vessel) that would arise from delivery of the Off Spec LNG to the Buyer's Facilities and, in relation to an FOB delivery, the LNG Vessel (the **Estimated Treating Costs**).
- 6.5 If the Seller accepts to pay such Estimated Treating Costs, then the Buyer shall accept the Off Spec LNG subject to the Off Spec LNG being treated as agreed. The Seller shall reimburse the Buyer for the actual documented treating costs up to an amount equal to the Estimated Treating Costs. If after completion of unloading, such LNG Cargo was indeed in compliance with the Specifications, then the Seller shall be relieved of its obligation to reimburse the Buyer pursuant to clause 6.4.
- 6.6 If:
- (a) the Buyer determines in good faith that it cannot reasonably receive such Off Spec LNG at Receiving Facilities (and/or onboard the LNG Vessel, in respect of an FOB delivery) and treat or dispose of the Off Spec LNG, the Buyer shall so notify the Seller; or
 - (b) the Seller does not accept to pay the Estimated Treating Costs, the Seller shall so notify the Buyer, and
- the Parties shall consult and cooperate, with a view to agreeing upon a course of action which will permit the Off Spec LNG to be received at Receiving Facilities (and on board the LNG Vessel, in respect of an FOB delivery). Should such consultations fail to result in a course of action acceptable to both Parties within 48 hours after such notification by the Buyer or the Seller (as the case may be), the Buyer may reject such Off Spec LNG by giving the Seller notice of rejection. For the avoidance of doubt, if the Buyer rejects the Off Spec LNG in accordance with this clause 6.6, then the Seller shall be liable for failing to deliver such LNG Cargo and shall pay to

the Buyer the Seller Deficiency Payment in respect of the quantity of LNG rejected in accordance with clause 5.2.

6.7 In relation to an FOB delivery, in the event that the Off Spec LNG is loaded to the LNG Vessel without the Buyer being made aware of the fact that it does not comply with the Specifications or the information provided by the Seller pursuant to clause 6.3 was not accurate, then:

(a) if the Buyer is able, using reasonable endeavours, to correct the quality of such Off Spec LNG to meet the Specifications, the Seller shall reimburse the Buyer:

(i) for any actual documented direct costs reasonably incurred by the Buyer (whether to pay Third Parties or otherwise) in accepting, treating or disposing of such Off Spec LNG received at the LNG Vessel and Receiving Facilities and in remedying any direct damage to the LNG Vessel and Receiving Facilities arising from accepting the Off Spec LNG, but not exceeding an amount equal to (A) [●] per cent ([●]%) multiplied by (B) the LNG Price specified in the applicable Confirmation Notice multiplied by (C) the actual volume of LNG delivered in relation to such LNG Cargo; and

(ii) the Seller Deficiency Payment in respect of the balance undelivered of the LNG Cargo, if any; or

(b) if the Buyer is unable, using reasonable endeavours, to correct the quality of such Off Spec LNG to meet the Specifications, the Seller shall pay the Buyer:

(i) any actual documented direct costs reasonably incurred by the Buyer (whether to pay Third Parties or otherwise) in treating or disposing of such Off Spec LNG in the LNG Vessel and Receiving Facilities and in remedying any direct damage to the LNG Vessel and Receiving Facilities arising from the Off Spec LNG loaded, not exceeding an amount equal to (A) [●] per cent ([●]%) multiplied by (B) the LNG Price specified in the applicable Confirmation Notice multiplied by (C) the actual volume of LNG delivered in relation to such LNG Cargo; and

(ii) the Seller Deficiency Payment in respect of the balance undelivered LNG Cargo, if any.

6.8 In relation to an Ex-Ship delivery, if it is discovered at the time of unloading that the LNG fails to comply with the Specifications and the Seller has not provided the Buyer with the information as required pursuant to clause 6.3 or such information was not accurate, then:

(a) if the Buyer is able, using reasonable endeavours, to correct the quality of such Off Spec LNG to meet the Specifications, the Seller shall reimburse the Buyer for any actual documented direct costs reasonably incurred by the Buyer (whether to pay Third Parties or otherwise) in treating or disposing of such Off Spec LNG received at Receiving Facilities and

in remedying any direct damage to Receiving Facilities arising from unloading the Off Spec LNG, but not exceeding an amount equal to (i) [●] per cent ([●]%) multiplied by (ii) the LNG Price specified in the applicable Confirmation Notice multiplied by (iii) the actual volume of LNG delivered in relation to such LNG Cargo; or

- (b) if the Buyer is unable, using reasonable endeavours, to correct the quality of such Off Spec LNG to meet the Specifications, the Buyer has the right to stop unloading and to reject the LNG remaining on board, if any, and the Seller shall pay the Buyer:
- (i) any actual documented direct costs reasonably incurred by the Buyer (whether to pay Third Parties or otherwise) in treating or disposing of such Off Spec LNG in Receiving Facilities and in remedying any direct damage to Receiving Facilities arising from the Off Spec LNG unloaded, not exceeding an amount equal to (A) [●] per cent ([●]%) multiplied by (B) the LNG Price specified in the applicable Confirmation Notice multiplied by (C) the actual volume of LNG delivered in relation to such LNG Cargo; and
 - (ii) the Seller Deficiency Payment in respect of the balance undelivered LNG Cargo, if any.

- 6.9 The Buyer shall promptly invoice the Seller for any amounts due under clauses 6.5, 6.7 and 6.8 in accordance with clause 11.5.
- 6.10 Except as otherwise agreed in a Confirmation Notice, the Seller makes no representation or warranty as to the quality of the LNG delivered to the Buyer other than as to the Specifications provided in the Confirmation Notice.
- 6.11 Where the Buyer takes delivery of quantities of LNG which fail to comply with the Specifications, any payments under clauses 6.5, 6.7 and 6.8 shall be the Buyer's sole and exclusive remedy for the Seller's failure to deliver LNG that complied with the Specifications.
- 6.12 The Buyer and the Seller each acknowledges and agrees that the payments under clauses 6.7 and 6.8 shall be payable by the Seller by way of liquidated damages that are proportionate to and fairly reflect the Buyer's legitimate interests in enforcing the Seller's obligations in respect of a Transaction and the extent of the losses that would likely be suffered by the Buyer because of the Seller's default.

7 Shipping and receiving facilities

The obligations of the Parties in respect of the Transfer Facilities and the LNG Vessel are provided in Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) (in respect of an FOB delivery) or Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) (in respect of an Ex-Ship delivery).

8 Ship Movement and LNG transfer

The obligations of the Parties in respect of LNG Vessel movement and LNG transfer are provided, in relation to an FOB delivery, in Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) and in relation to an Ex-Ship delivery, in Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*).

9 Measurement, sampling and testing

The obligations of the Parties in respect of measurement, sampling and testing are provided, in relation to an FOB delivery, in Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) and in relation to an Ex-Ship delivery, in Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*).

10 Transfer of title and risk

- 10.1 In relation to an FOB delivery, unless clause 10.3 applies, LNG to be sold by the Seller and purchased by the Buyer pursuant to the applicable Agreement shall be delivered to the Buyer into the relevant LNG Vessel at the Loading Port. Delivery of LNG shall be deemed completed, and title to and risk of loss of such LNG shall pass from the Seller to the Buyer, as the LNG passes the Delivery Point or at such other time or location as may be agreed by the Parties in the applicable Confirmation Notice. Title to and risk of loss of Natural Gas vapour returned from the LNG Vessel during loading of LNG shall pass from the Buyer to the Seller as it passes the point at which the outlet flange of the vapour return line of the LNG Vessel connects with the inlet flange of the vapour return line of Seller's Facilities. The Seller shall arrange for and pay all costs of transporting LNG to the Delivery Point and loading the LNG into LNG Vessels.
- 10.2 In relation to an Ex-Ship delivery, unless clause 10.4 applies, LNG to be sold by the Seller and purchased by the Buyer pursuant to the applicable Agreement shall be delivered to the Buyer from the relevant LNG Vessel at the Unloading Port. Delivery of LNG shall be deemed completed and title to and risk of loss of such LNG shall pass from the Seller to the Buyer, as the LNG passes the Delivery Point, or at such other time or location as may be agreed by the Parties in the applicable Confirmation Notice. Title and risk of loss of Natural Gas vapour returned to the LNG Vessel during unloading of LNG shall pass from the Buyer to the Seller as it passes the point at which the outlet flange of the vapour return line of Receiving Facilities connects with the inlet flange of the vapour return line of the LNG Vessel.
- 10.3 In the case of an FOB delivery, if the Parties agree in the applicable Confirmation Notice to pass title at the Title Transfer Point:
- (a) the title to LNG on board the LNG Vessel shall pass from the Seller to the Buyer at the Title Transfer Point;

- (b) risk of loss of such LNG shall pass from the Seller to the Buyer, as the LNG passes the Delivery Point or at such other time or location as may be agreed by the Parties in writing in the applicable Confirmation Notice;
- (c) title and risk of loss of Natural Gas vapour returned from the LNG Vessel during loading of LNG shall pass from the Buyer to the Seller as it passes the point at which the outlet flange of the vapour return line of the LNG Vessel connects with the inlet flange of the vapour return line of Seller's Facilities; and
- (d) The Seller grants to the Buyer a license to use as fuel such quantities of LNG as may reasonably be required to enable the LNG Vessel to continue its voyage from the Loading Port to the Title Transfer Point.

10.4 In the case of an Ex-Ship delivery, if the Parties agree in the applicable Confirmation Notice to pass title at the Title Transfer Point:

- (a) the title to LNG on board the LNG Vessel shall pass from the Seller to the Buyer at the Title Transfer Point;
- (b) risk of loss of such LNG shall pass from the Seller to the Buyer, as the LNG passes the Delivery Point or at such other time or location as may be agreed by the Parties in writing in the applicable Confirmation Notice; and
- (c) title and risk of loss to Natural Gas vapour returned to the LNG Vessel during unloading of LNG shall pass from the Buyer to the Seller as it passes the point at which the outlet flange of the vapour return line of Receiving Facilities connects with the inlet flange of the vapour return line of the LNG Vessel; and
- (d) the Buyer grants to the Seller a license to use as fuel such quantities of LNG as may reasonably be required to enable the LNG Vessel to continue its voyage from Title Transfer Point to the Buyer's Facilities.

10.5 The Seller represents and warrants to the Buyer that, immediately prior to the point where title to the LNG Cargo transfers to the Buyer pursuant to a Transaction, the Seller will have title to all such LNG and covenants that it will have the right at such time to sell the same and that such LNG will be free from all liens, encumbrances, adverse claims and proprietary rights at the passing of title at the Delivery Point or Title Transfer Point (as applicable), and that no circumstances will then exist which could give rise to any such liens, encumbrances, adverse claims or proprietary rights other than those caused by acts or omissions of the Buyer.

11 LNG Price and payment

11.1 The price to be paid for LNG sold and purchased pursuant to a Transaction (**LNG Price**) shall be as specified in the applicable Confirmation Notice.

11.2 The amount payable by the Buyer to the Seller for each cargo of LNG sold pursuant to a Transaction shall be calculated by multiplying the Quantity Delivered by the LNG Price.

11.3 Promptly following:

(a) In relation to an FOB delivery:

- (i) the Completion of Loading (or, if clause 4.3 applies, the deadline set out in clause 4.1);
- (ii) the receipt by the Seller of the Loaded Volume Certificate calculated in accordance with the provisions in Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*); and
- (iii) the receipt by the Buyer of the Quality Certificate,

(b) in relation to an Ex-Ship delivery:

- (i) the completion of unloading (or, if clause 4.3 applies, the deadline set out in clause 4.1);
- (ii) the receipt by the Buyer of the Unloaded Volume Certificate calculated in accordance with the provisions in Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*); and
- (iii) the receipt by the Seller of the Quality Certificate,

the Seller shall calculate the quantity (in MMBtus) delivered, in accordance with the provisions of Schedule 4. Promptly upon completion of such calculation, the Seller shall send to the Buyer an invoice showing the amount payable calculated pursuant to clause 11.2 with relevant supporting documents. The Seller may send an invoice by email or alternative method mutually agreed by the Parties, and the Buyer shall confirm its receipt. The Seller shall confirm it by sending an original signed invoice to the postal address set out in clause 24.1 without delay.

11.4 If, by the operation of any provision of paragraph 7 (*Determination of Quantity and Quality*) of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) (in relation to an FOB delivery) and paragraph 6 (*Determination of Quantity and Quality*) of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) (in relation to an Ex-Ship delivery), the Quantity Delivered notified to the Buyer is not immediately determined as final, or the Seller (in

relation to an FOB delivery) or the Buyer (in relation to an Ex-Ship delivery) has not completed the laboratory analysis as required, then the Seller shall provide the Buyer with a preliminary invoice as soon as practicable after the Completion of Loading (in relation to an FOB delivery) or Completion of Unloading (in relation to an Ex-Ship delivery). Such preliminary invoice shall be issued showing the Quantity Delivered, as estimated in good faith by the Seller. The Buyer shall pay such preliminary invoice in accordance with clause 11.6. After final determination of the Quantity Delivered, which shall not be unreasonably delayed, the Seller shall promptly provide the Buyer with a final invoice and the appropriate adjustment payment shall be made by the Buyer or the Seller, as the case may be, to the other Party in accordance with clause 11.5.

- 11.5 In respect of any other amount due from one Party to the other Party under a Transaction (other than as provided in clause 11.3 and clause 11.4), the Party to whom such amount of money is owed shall send to the other Party an invoice together with relevant supporting documents showing the basis for the calculation of such amount. Each invoice issued pursuant to this clause 11.5 shall be paid in accordance with clause 11.6.
- 11.6 The Party to whom an invoice is addressed shall pay the amount payable under an invoice within [●] Banking Days from the date of first receipt of an invoice. Payment shall be made by wire transfer in US\$ or Euros, as applicable, free of all charges and without asserting any set-off or counter-claim or making any deduction, into the bank account nominated by the Party receiving payment.
- 11.7 In the event a Party receiving an invoice disputes such invoice, it shall make provisional payment in full of the invoice and shall immediately notify the other Party of the reasons for such disagreement, except that in the case of an obvious or manifest error or fraud in computation, where the Party shall pay the correct amount after disregarding such error or fraud. An invoice may be contested by the Party that received it, or modified by the Party that sent it, by written notice within a period of [●] days after such receipt or sending, as the case may be. If no such notice is served, such invoice shall be deemed correct and accepted by both Parties. Promptly after resolution of any Dispute as to an invoice pursuant to clause 18.2, the amount of any overpayment or underpayment shall be paid by the Seller or the Buyer, as the case may be, to the other Party, together with interest thereon at the rate and conditions provided in clause 11.8.
- 11.8 If a Party fails to pay the other Party an amount due under any invoice by the due date for payment, such non-paying Party shall pay interest thereon to the other Party for the period commencing on and including the next day following the due date up to and including the day when payment is made. Interest shall be calculated at the rate of [●] per cent above SOFR for payment in US\$ or [●] per cent above €STR for payment in Euro as quoted on the date when payment was due. Interest shall be calculated on the basis of 360 days per year and shall be paid on the date when payment of the amount due is made.
- 11.9 [In the case the Buyer does not have a S&P Global credit rating of at least BBB+ or the equivalent by Moody's, the Seller is entitled to request from the Buyer in relation to delivery of an LNG

Cargo(es) pursuant to a Transaction, that the Buyer provide by the date specified in the Confirmation Notice either (a) an irrevocable standby letter of credit, [in a form acceptable to the Seller/which shall be substantially in the form attached hereto if any] provided by a bank having a rating of at least A- from S&P Global or the equivalent from Moody's, or (b) a parent guarantee in a form acceptable to the Seller, provided however that the company or entity giving such guarantee must be rated BBB+ or better by Standard & Poor's or the equivalent from Moody's.]

12 Taxes

12.1 Seller's Tax Burden

- (a) The Seller shall pay, reimburse, indemnify, defend, and hold harmless the Buyer from and against all Taxes (excluding Buyer's Excluded Taxes) which are imposed by any Competent Authority relating to:
 - (i) LNG under the applicable Agreement, arising in the country of the Loading Port or any political subdivision thereof, or in the case of an Ex-Ship delivery any transit country;
 - (ii) the sale or export of LNG under the applicable Agreement, or in respect of any income resulting therefrom, or the performance of the Seller's obligations under the applicable Agreement;

12.2 Buyer's Tax Burden

- (a) The Buyer shall pay, reimburse, indemnify, defend, and hold harmless the Seller from and against all Taxes (excluding Seller's Excluded Taxes) attributable to LNG sold under the applicable Agreement which are imposed by any Competent Authority relating to:
 - (i) LNG under the applicable Agreement, arising in the country of the Unloading Port or any political subdivision thereof, or in the case of an FOB delivery any transit country;
 - (ii) the purchase or import income resulting therefrom, or the performance of the Buyer's obligations under the applicable Agreement;
 - (iii) in the case of an FOB delivery, the LNG Vessel, whether incurred at the Loading Port, before or at the Unloading Port or any port in any transit country.

12.3 Tax Refunds:

Where a Tax payment has been made on behalf of a Party by the other Party or a reimbursement has been made by one Party to the other Party in accordance with this clause 12 and the Party receiving such benefit receives a refund in respect of such Taxes (whether by way of actual refund, credit, set-off or otherwise) the Party that received such refund shall repay, or cause to be repaid, to the other Party the amount the other Party paid, subject to a cap equal to the amount

refunded Tax effectively received or enjoyed, less any actual documented costs reasonably incurred in obtaining such refund.

12.4 Procedure for Payment of Taxes

- (a) Whenever a Party becomes aware of a potential or actual liability to make any payment of Taxes which might give rise to a claim under this clause 12, such Party shall give notice of the circumstances to the other Party as soon as reasonably practicable, in order to allow both Parties reasonable opportunity, acting always in compliance with applicable law, to seek to minimise their liability for such Taxes. Each Party shall give the other Party such assistance as is reasonable in the circumstances in this regard, and the Party with the potential or actual liability to make any payment of such Taxes shall not do so until the due date on which such Taxes are due and payable in accordance with applicable law unless an early payment could result in a reduction of the liability to such Taxes. In order to allow the Parties to make payments to each other without breaching any requirement of any Competent Authority or to make payments to or comply with registration formalities and compliance obligations of any Competent Authority, the Parties agree that if requested by the other Party, they shall diligently complete, execute and arrange for any required certification and/or document in a manner reasonably satisfactory to the other Party, and shall deliver to the other Party and/or to any Competent Authority as the other Party reasonably directs, copies of any such document. Each Party shall indemnify, defend and hold the other Party harmless from and against all Taxes required to be paid to any Competent Authority as a result of a failure to satisfy the above obligations.
- (b) Unless the Parties otherwise agree in the Confirmation Notice [the Seller shall not be / the Buyer shall always act as] importer of record in respect of LNG sold under each Agreement. Conversely, [the Buyer shall not be / the Seller shall always act as] exporter of record in respect of LNG sold under each Agreement.
- (c) Each Party shall give the other Party such assistance as is reasonable in the circumstances to comply with the local rules regarding the collection, payment and administration of Tax. The Parties agree that, upon request, they will make every effort possible by means of domestic legislation or double tax treaties in order to allow the Parties to make payments to each other without breaching any requirement of any Competent Authority, or to make payments to or comply with registration formalities and compliance obligations of any Competent Authority.

13 Permissions and approvals

- 13.1 The Seller shall obtain or cause to be obtained all necessary permissions, authorizations, approvals and other requirements to enable it to perform its obligations under each Transaction.

- 13.2 The Buyer shall obtain or cause to be obtained all necessary permissions, authorizations, approvals and other requirements to enable it to perform its obligations under each Transaction.
- 13.3 Without prejudice to the remedies available pursuant to clauses 4 and 5, if all the permissions and approvals described in clause 13.1 and clause 13.2 are not obtained prior to the execution of a Confirmation Notice, the Parties shall consult in good faith.

14 Carbon Footprint at Transfer Port

[The Seller shall use reasonable endeavours to provide the Buyer with an estimate (**Carbon Estimate**) of the Carbon Footprint, in tonnes of CO₂ equivalent, of any LNG Cargo delivered under a Confirmation Notice as soon as reasonably practicable after completion of the transfer of the LNG Cargo at the Transfer Port.

OR

The Parties shall discuss in good faith and mutually agree on the computation and provision of estimates of the Carbon Footprint, in tonnes of CO₂ equivalent, of any LNG Cargo delivered pursuant to a Transaction.]

15 Force Majeure

- 15.1 A Party is not liable for a failure to fulfil (or a delay in fulfilling) an obligation under this Agreement or any Transaction (other than an obligation to pay money due) and is not in breach of this Agreement or any Transaction, if and to the extent to which fulfilment of such obligation has been delayed, interfered with or prevented by Force Majeure, which shall be defined as any event or circumstance whatsoever (or combination of events or circumstances) which is beyond the reasonable control of the affected Party and the effects of which cannot be avoided by steps which might reasonably have been expected to have been taken by the affected Party acting as a Reasonable and Prudent Operator excluding any such event or circumstance or combination thereof that is the direct or indirect result of a failure by the affected Party to perform any of its obligations under the applicable Transaction.
- 15.2 Provided the requirements of clause 15.1 are met, "Force Majeure" includes but is not limited to:
- (a) the compliance by the affected Party with an act, order or demand of an international, national, port, transportation, local or other authority or agency or of any body or Person purporting to be or act for such an authority or agency, but excluding any failure to pass inspection;
 - (b) fire, flood, atmospheric disturbance, lightning storm, typhoon, hurricane, tornado, earthquake, landslide, soil erosion, subsidence, washout, epidemic, pandemic or other acts of God, shipwreck, navigational and maritime perils;

- (c) war (whether declared or undeclared), riot, civil war, piracy, blockade, insurrection, acts of public enemies, civil or military disturbances or act of terrorism, quarantine restriction;
- (d) a strike or any other kind of labour dispute;
- (e) in relation to an FOB delivery only, any circumstances relating to the loading of the LNG Vessel at the Loading Port and/or Seller's Facilities, which affects the ability of the Seller to deliver the LNG at Seller's Facilities; and
- (f) in relation to an Ex-Ship delivery only, any circumstances relating to the unloading of the LNG Vessel at the Unloading Port and/or Receiving Facilities or relating to the transportation of the LNG, which affects the ability of the Buyer to receive, unload or use the LNG to be delivered under this Agreement;

Each of clause 15.2(a), clause 15.2(b), clause 15.2(c), clause 15.2(d), clause 15.2(e) and clause 15.2(f) shall be read and construed independently.

15.3 The Party claiming Force Majeure shall give to the other Party, as soon as practicable after such Force Majeure occurs, notice of such Force Majeure. Such Force Majeure notice shall include in detail all information available about the circumstances, the relevant facts and consequences, and a statement of the steps and time believed necessary to remedy the Force Majeure situation. The Party claiming Force Majeure shall thereafter keep the other Party updated as to the event of Force Majeure, its effects and the actions being taken to overcome it.

15.4 A Party claiming Force Majeure shall use reasonable endeavours:

- (a) to eliminate or overcome the event or circumstance of Force Majeure relied on to enable it to resume full performance of its obligations; and
- (b) to minimize the effects of the event or circumstance of Force Majeure; provided however that:
 - (i) such Party claiming Force Majeure shall not be obliged to take any steps which would be beyond its reasonable control or would not be taken by a Reasonable and Prudent Operator and
 - (ii) a strike or any other kind of labour dispute may be settled by the Party concerned at its absolute discretion.

15.5 For the purpose of clause 15.1, unless the event or circumstance is beyond the reasonable control of the Seller itself and all of the following Persons who are in any way related to the event or

circumstance (all acting as Reasonable and Prudent Operators), it is deemed to be within the reasonable control of the Seller:

- (a) The operator and any delegated operator of Seller's Facilities;
- (b) The owner, operator, manager, charterer and master of the LNG Vessel (in respect of an Ex-Ship delivery only); and
- (c) Employees, contractors and agents of one or more of the foregoing Persons and the Seller.

15.6 For the purpose of clause 15.1, unless the event or circumstance is beyond the reasonable control of the Buyer itself and all of the following Persons who are in any way related to the event or circumstance (all acting as Reasonable and Prudent Operators), it is deemed to be within the reasonable control of the Buyer:

- (a) The owner, operator and any delegated operator of Receiving Facilities;
- (b) The owner, operator, manager, charterer and master of the LNG Vessel (in respect of an FOB delivery only); and
- (c) Employees, contractors and agents of one or more of the foregoing Persons and the Buyer.

15.7 In the event that any circumstance of Force Majeure continues such that it prevents a Party from performing all or substantially all of its obligations relating to the delivery of one or more LNG Cargo(es) under the relevant Transaction for [●] days, then the other Party shall be entitled to terminate the rights and obligations in respect of the relevant LNG Cargo(es) in the Confirmation Notice without liability to the other Party by giving written notice to the Party that claimed Force Majeure.

15.8 For the avoidance of doubt, the following events shall not constitute Force Majeure:

- (a) any change in the demand of the Buyer for LNG or Natural Gas;
- (b) inability (however caused) of a Party to pay any amounts when due;
- (c) break-down or failure of plant or equipment caused by normal wear and tear or by a failure to properly maintain such plant or equipment; and
- (d) compliance by the Affected Party with an act, regulation, order or demand of a Competent Authority, or of any Person purporting to be or act for a Competent Authority, in circumstances where such act, regulation, order or demand affects solely or primarily the Affected Party and is not generally applicable to Persons doing business in the same country.

16 Termination due to Events of Default

- 16.1 Each of the events or circumstances set out below shall constitute an **Event of Default** in respect of the Party to which it relates (such Party being the **Defaulting Party**):
- (a) Failure by a Party to pay any sums due from it in respect of a Transaction, at the time and in the manner stipulated in the Transaction, and such failure is not remedied within [●] days of the Non-Defaulting Party giving the other Party written notice of such failure;
 - (b) any Credit Support Provider of a Party fails to comply with any of its obligations under or in respect of the Credit Support provided by such Credit Support Provider, and such failure is not remedied within [●] days of the Non-Defaulting Party giving the other Party written notice of such failure;
 - (c) any Credit Support becomes invalid, ineffective or unenforceable (other than due to its expiry) or ceases to be in full force and effect (in each case, other than in accordance with its terms) prior to the satisfaction of all obligations of a Party to which such Credit Support relates under the relevant Transaction, without the prior written consent of the other Party;
 - (d) a Party or any of its Credit Support Providers disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of any Credit Support (or such action is taken by any Person appointed or empowered to operate such Party or such Credit Support Provider, or to act on behalf of such Party or such Credit Support Provider) issued to the other Party;
 - (e) a Party and/or its Credit Support Provider is the subject of an Insolvency Event;
 - (f) any step is taken by any government authority with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or substantially all of the assets of a Party, provided that an Event of Default shall not occur where a Party is contesting such an action in good faith by appropriate means, unless and until such time as there is a material risk of all or substantially all of such Party's assets being so seized, compulsorily acquired, expropriated or nationalised;
 - (g) a Party is in breach of any of its representations, warranties, and covenants under clause 20;
 - (h) the non-Defaulting Party has a right of termination in accordance with clause 20.3;
 - (i) the Defaulting Party fails to comply with its obligations under clause 21.1 or 21.2;
 - (j) the non-Defaulting Party has a right of termination in accordance with clause 22.6; or
 - (k) if a Party assigns or transfers any of its rights or obligations under this Agreement in a manner inconsistent with clause 24.3 or 24.4.

16.2 Suspension

- (a) Without prejudice to the Non-Defaulting Party's right to terminate in accordance with clause 16.1, if an Event of Default has occurred, the Non-Defaulting Party may, notwithstanding anything herein to the contrary and in addition to any other remedies available to the Non-Defaulting Party under this Agreement or at law, suspend any future LNG Cargo deliveries and suspend performance of its obligations pursuant to any or all outstanding Transactions after giving notice to the Defaulting Party of such suspension. Such suspension shall remain in effect until the Event of Default has been remedied. For the avoidance of doubt (i) the Non-Defaulting Party shall not be held liable for delay or failure to perform such suspended obligations, as the case may be; and (ii) any payment obligations that have been incurred prior to the effectiveness of such suspension notice shall not be suspended.
- (b) If such Event of Default is remedied thereafter, provided that the Non-Defaulting Party has not exercised its rights under clause 16.3, the Parties shall exchange operational information related to the recommencement of deliveries under the relevant Transaction and/or any other Transactions between the Parties pursuant to this Agreement. The Parties shall use reasonable endeavours to recommence performance with respect to the relevant Transaction and/or any other Transactions as soon as practicable.

16.3 Termination

If an Event of Default with respect to the Defaulting Party has occurred, the Non-Defaulting Party may, notwithstanding anything herein to the contrary and in addition to any other remedies available to the Non-Defaulting Party under this Agreement or at law, either cancel any future LNG Cargoes in the same Transaction or all outstanding Transactions by notice to the Defaulting Party (**Termination Notice**). A Termination Notice shall have immediate effect upon receipt of such Termination Notice by the Defaulting Party or, if appropriate, upon any later date specified by the Non-Defaulting Party in the Termination Notice. For the avoidance of doubt, any payment obligations that have been incurred prior to the effectiveness of Termination Notice shall survive such termination.

17 Limitation of liability

- 17.1 Except in the case of fraud and subject to the remedies expressly provided for in Transaction neither Party (including its Affiliates) shall be liable to the other Party in tort (including negligence), contract, indemnity, strict liability, or for or in respect of Consequential Loss.
- 17.2 Liabilities of either Party to the other under a Transaction are limited to direct costs, losses or damage.

- 17.3 A Party's sole remedies for any breach by the other Party of or any failure to perform all or any of its obligations under the applicable Transaction shall be limited to the remedies that are expressly provided in the applicable Transaction.

18 Governing law and arbitration

- 18.1 This Agreement and each Transaction shall be governed by and construed exclusively 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. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980), the United Nations Convention on the Limitation Period in the International Sale of Goods dated 14 June 1974 and any law enacting or giving force to the same or any parts of either of them are hereby excluded from this Agreement and each Transaction.
- 18.2 Except for a disagreement related to paragraph 7 (*Determination of Quantity and Quality*) of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) or clause 6 (*Determination of Quantity and Quality*) of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*), which shall be governed by paragraph 7.7 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) or paragraph 6.7 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) respectively, any dispute, controversy or claim arising out of or relating to this Agreement or any Transaction, or the breach, termination or invalidity thereof (a **Dispute**), which cannot be resolved by discussion in good faith between the Parties within 60 days from notification of said Dispute by one Party to the other, shall be finally settled by arbitration in accordance with the [ICC Arbitration Rules/ LCIA Rules / [●]] (the **Rules**) then in force. Unless the Parties agree on one (1) arbitrator, the number of arbitrators shall be three (3), one appointed by the Buyer and one by the Seller pursuant to the Rules, and the third appointed by the first two arbitrators. If either Party fails to appoint an arbitrator or the two arbitrators appointed by the Parties fail to agree on the choice of the presiding arbitrator, the appointing authority is the [chairperson or her/his equivalent at the ICC / LCIA or at [●]]. The place and seat of arbitration shall be [●]. Any award shall be final and binding upon the Parties concerned, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the Party concerned. The arbitration proceedings shall be conducted and the award shall be rendered in the English language.

19 Safety

- 19.1 The Parties recognize the importance of securing and maintaining safety in all matters contemplated in this Agreement and each Transaction including the operation of facilities and the transportation of LNG. The Parties shall maintain high standards of safety in accordance with the generally accepted standards prevailing in the LNG industry.

- 19.2 The Parties shall use reasonable endeavours to ensure that their respective employees, agents, contractors and suppliers have due regard to safety and abide by the relevant regulations while they are performing works and services within and around the area of the loading and unloading terminal and on board the LNG Vessel, as the case may be.

20 Anti-Corruption

- 20.1 Each Party represents, warrants, and covenants that in connection with this Agreement, any Confirmation Notice and the business resulting therefrom:

- (a) it is aware of and will comply with Anti-Corruption Laws;
- (b) whether directly or indirectly, it and each of its directors, officers, employees and service providers (including but not limited to sub-contractors, agents, and other intermediaries) has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would violate or be inconsistent with the Anti-Corruption Laws;
- (c) it has maintained and will maintain adequate written policies and procedures to comply with Anti-Corruption Laws;
- (d) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;
- (e) it will retain such books and records for the period required by applicable laws or a Party's own retention policies, whichever is longer;
- (f) in the event a Party becomes aware it has breached an obligation in this clause 20, it will promptly notify the other Party, subject to the preservation of legal privilege;
- (g) it has used and will use reasonable efforts to require any subcontractors, agents, or any other Third Parties to also comply with the foregoing requirements in this clause 20;
- (h) it will provide information (which unless publicly available will include documentary evidence) in support of the other/requesting Party's reasonable ongoing know your customer process requirements, about its ownership, officers, and corporate structure (including any changes thereto); and

- (i) only a Party to a Confirmation Notice (and not its Affiliates or a Third Party) shall make payments to the other Party to the Confirmation Notice, except with that other Party's prior written consent.

20.2 Subject to the preservation of legal privilege, during the term of this Agreement and for [●] years thereafter and on reasonable notice, each Party shall have a right, at its expense, and the other Party shall take reasonable steps to enable this right, to appoint a reputable third-party auditor to audit the other Party's relevant books and records with respect to compliance with the provisions of this clause 20.

20.3 Without limitation to any other available remedies, where a Party (the **First Party**) fails, or its subcontractors, agents, or other Third Parties fail, to comply with the provisions of clause 20, the other Party (the **Second Party**), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within [●] days following receipt of the written notice, the Second Party shall have the right to terminate this Agreement and any Transaction on further written notice to the First Party. Nothing in this Agreement or any Transaction shall require a Party to perform any part of this Agreement or any Transaction or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws.

20.4 The obligations in this clause 20 shall survive until [●] years after the later of the termination or expiry of this Agreement or the performance of all obligations under any Transaction.

21 Trade Controls

21.1 Each Party represents and warrants to the other Party that it:

- (a) is knowledgeable about the Trade Controls Laws applicable to this Agreement or any Transaction;
- (b) shall in the performance of such Agreement or any Transaction comply with the Trade Control Laws; and
- (c) shall not do anything which may cause the other Party to be in breach of (or expose such Party to punitive measures under) any Trade Control Laws.

21.2 The Buyer represents and warrants that if such activity is prohibited or contrary to any of the Trade Control Laws the LNG Cargo delivered under this Agreement shall not be sold, supplied, exported, re-exported or imported, directly or indirectly into any Restricted Jurisdiction or to any Restricted Party. The Seller represents and warrants that if such activity is prohibited or contrary to any applicable Trade Control Laws, the LNG Cargo delivered under this Agreement shall not be bought,

taken, accepted or sourced directly or indirectly from any Restricted Jurisdiction or from any Restricted Party.

21.3 If a Party fails to comply with its obligations under clause 21.1 or 21.2 then the other Party shall have the right to terminate the Agreement and/or any Transaction immediately without incurring any liability by giving written notice to the other Party.

21.4 Notwithstanding anything to the contrary in this Agreement, neither Party shall be obliged to perform any obligation otherwise required by this Agreement, including without limitation any obligation to:

- (a) deliver, accept, sell, or purchase LNG;
- (b) pay or receive monies to, from, or through any Person; or
- (c) engage in any other acts,

in each case if performance would be in violation of or inconsistent with any Trade Control Laws or expose such Party to punitive measures under any such Trade Control Laws.

21.5 If the performance by a Party of any of its obligations with respect to the LNG Cargo would be in violation of, or inconsistent with, any Trade Control Laws applicable to such Party, or would expose such Party to punitive measures under such Trade Control Laws, then, provided that such Party is not in breach of its obligations under this clause, it shall be the **Notifying Party** and such LNG Cargo shall be an **Affected Cargo**.

21.6 If any LNG Cargo becomes an Affected LNG Cargo:

- (a) as a result of:
 - (i) the nomination of the LNG Vessel in respect of such LNG Cargo, as appropriate: the Notifying Party may substitute; or require the other Party to use reasonable endeavours to substitute, such LNG Vessel, with another LNG vessel that is not restricted or otherwise affected by such Trade Control Laws; and/or
 - (ii) the nomination of the Loading Port in respect of such LNG Cargo, as appropriate: the Notifying Party may substitute; or require the other Party to use reasonable endeavours to substitute, such Loading Port with another loading port that is not restricted or otherwise affected by such Sanctions, subject to:
 - (A) the LNG from such substitute loading port meeting the Specifications;
 - (B) successful ship-shore compatibility study between such substitute loading port and the applicable LNG Vessel;

- (C) acceptance of the applicable LNG Vessel by such substitute loading port; and
 - (D) such substitute loading port not being affected by conditions that would constitute Force Majeure on the Delivery Date; and/or
- (iii) the nomination of the Unloading Port in respect of such LNG Cargo, as appropriate: the Notifying Party may substitute; or require the other Party to use reasonable endeavours to substitute, such Unloading Port with another unloading port that is not restricted or otherwise affected by such Sanctions subject to:
- (A) ship-shore compatibility between such substitute unloading port and the applicable LNG Vessel;
 - (B) acceptance of the applicable LNG Vessel by such substitute unloading port; and
 - (C) such substitute unloading port not being affected by conditions that would constitute Force Majeure on the Delivery Date;

Provided that no Party shall be obliged to incur additional costs in making a substitution, and if the LNG Vessel, the Loading Port and/or the Unloading Port in respect of such Affected LNG Cargo is substituted in accordance with this clause 21.6(a) such that the performance by the relevant Party of its obligations with respect to such Affected LNG Cargo would not be in violation of, or inconsistent with, any Sanctions applicable to such Party and would not expose such Party to punitive measures under any such Sanctions, then such Affected LNG Cargo shall cease to be an Affected LNG Cargo for all purposes of this Agreement and any Confirmation; and/or

- (b) without prejudice to clause 16, then either Party may immediately suspend performance of all of its obligations under this Agreement and any Confirmation Notice in respect of each Affected LNG Cargo (whether payment for, or delivery or receipt of such Affected LNG Cargo, or any other obligation), by written notice to the other Party, until such time as such Affected LNG Cargo ceases to be an Affected LNG Cargo in accordance with clause 21.5 or all of the obligations in respect of such Affected LNG Cargo can otherwise be lawfully, and without exposure of the Notifying Party to punitive measures, performed; provided that if:
- (i) the relevant Party suspends performance of its obligations in respect of an Affected LNG Cargo pursuant to this clause 21.6(b):
 - (A) more than five (5) days before the Delivery Date of such Affected LNG Cargo and, such Affected LNG Cargo continues to be an Affected LNG Cargo on the date falling five (5) days before the Delivery Date; or

(B) five (5) days or less before the Delivery Date of such Affected LNG Cargo,

then, in each case, such Affected LNG Cargo may be cancelled by either Party on written notice to the other Party; or

- (ii) such suspension continues for a consecutive period of thirty (30) days following notice of such suspension, or such longer period as the Parties may mutually agree, and any one or more of such obligations in respect of the Affected LNG Cargo remains unlawful or exposes the Notifying Party to punitive measures, then the Affected LNG Cargo may be cancelled by either Party on written notice to the other Party, and

any such suspension or cancellation of an Affected LNG Cargo shall be without any obligations or liability whatsoever to either Party; provided that where the Affected LNG Cargo has been cancelled in accordance with clauses 21.6(b)(i) or 21.6(b)(ii) and the relevant obligation relates to payment for LNG which has already been delivered, then the affected payment liability shall remain outstanding until such time as the relevant Party may lawfully, and without exposure of the Notifying Party to punitive measures, resume payment and discharge such payment liability to the other Party.

22 Compliance with U.S. Export Restrictions

- 22.1 If any LNG Cargo under a Transaction is sourced from the United States then, notwithstanding clause 21, clauses 22.2 to 22.7 shall apply with respect to such LNG Cargo.
- 22.2 The Buyer acknowledges and agrees that it will resell or transfer U.S.-sourced Gas in the form of LNG purchased hereunder only to Persons permitted and lawful at the time of delivery under applicable U.S. laws and policies, including the rules, regulations, orders, polices, and other determinations of the Relevant U.S. Authorities, and: (A) for delivery only to countries identified by the relevant orders of the DOE/FE granting an export authorisation to the liquefaction facilities based in the United States of America which produced that LNG (each such country being a **Permitted Destination**) or (B) to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such Permitted Destinations.
- 22.3 The Buyer shall only resell or transfer U.S.-sourced LNG purchased hereunder to entities permitted and lawful at the time of delivery under applicable United States of America laws and policies, including the rules, regulations, orders, polices, and other determinations of the Relevant Authorities.
- 22.4 The Buyer commits to:
- (a) at the Seller's request, cause a report to be provided, as soon as reasonably practicable, to the Seller and/or holder of the DOE/FE export authorisation, that identifies the country of destination into which such U.S.-sourced LNG or Gas was actually delivered, and to provide

any other documentary evidence reasonably requested by the Seller in order to permit the Seller or its Affiliate to comply with obligations arising as a result of any relevant DOE/FE order or export authorisation; and

- (b) include in any resale contract for any such U.S.-sourced LNG purchased hereunder the necessary conditions to ensure that the holder of the export authorisation and (if directed by the Seller) the Seller is made aware of all such actual destination countries.

22.5 If there is any change (such change being a **Regulatory Change**) altering, amending, supplementing or repealing any rule, regulation, or order of the Relevant Authorities, relating to U.S.-sourced LNG (including in respect of (a) Permitted Destinations; or (b) the timing or content of any informational report required to be provided to either DOE/FE or the holder of the export authorisation) occurring after the date of execution of this Agreement, the Parties shall discuss amendments to this Agreement and this clause 22 by no later than the effective date of such Regulatory Change. In the event the Parties are unable to agree, acting reasonably, on amendments to this Agreement to implement such Regulatory Change by such date, the Seller shall have the right to terminate the Transaction or, in respect to an Ex-Ship delivery only, to change the Loading Facilities in respect of any LNG Cargoes scheduled to be delivered from affected Loading Facilities in the United States of America.

22.6 In the event that the Buyer breaches clause 22.2 or clause 22.3 above, in addition to any rights or remedies the Seller may have at Law, under this Agreement or otherwise, the Seller shall be entitled to terminate the Transaction with immediate effect in accordance with clause 16 and the Buyer shall be deemed to have failed to take the LNG Cargo(es).

22.7 The Parties acknowledge and agree that in the event that the provisions of clause 21 and clause 22 are breached in respect of the same event, clause 22 shall prevail, and, for the avoidance of doubt, the remedies shall not be cumulative.

23 Term

23.1 This Agreement shall be in force from the date first set forth above and shall remain in force until terminated by either Party in accordance with this clause 23 (*Term*) or clause 16.3. Either Party may terminate this Agreement by giving [●] days' prior written notice to the other Party; provided however, that if a Confirmation Notice has been executed by the Parties and the applicable Transaction has not fully performed, such termination shall only be effective once all obligations set forth in the applicable Transaction have been satisfied.

24 General

24.1 Unless otherwise agreed, all notices to be given under this Agreement by one Party to the other Party are sufficiently given in English, in writing and either delivered in person or sent by prepaid

airmail, email, or other similar devices mutually agreed by the Parties to the other Party at its address specified in this clause 24.1. Notice by email shall be deemed to have been received on the same day it was transmitted, unless transmitted after close of the business day, in which case it shall be deemed received on the next day after it was transmitted. Notice by airmail shall be deemed to have been received on one business day after it was sent. Except for notification pursuant to paragraph 4 of Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) for FOB deliveries or paragraph 4 of Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*) for Ex-Ship deliveries, a notice given by email, or other similar devices mutually agreed by the Parties shall be subsequently confirmed by letter, unless otherwise agreed, but without prejudice to the validity of the original notice.

[One Party's name] [●]

Address: [●]

Attention: [●]

Phone: [●]

Email: [●]

[The other Party's name] [●]

Address: [●]

Attention: [●]

Phone: [●]

Email: [●]

24.2 The Parties agree to treat this Agreement and each Confirmation Notice and all information, whether written or oral, which is not known by or available to the public and which concerns the contents of this Agreement and/or any Confirmation Notice as strictly private and confidential (the **Confidential Information**). Each Party agrees not to disclose any Confidential Information to any Third Party without the prior written consent of the other Party, except for such information required to be disclosed by a Party to its employees, independent contractors, agents, professional advisers and Affiliates who have a need to know such information for performing under this Agreement or any Transaction, to any court or governmental authority requiring such, or to any other appropriate Third Party to the extent necessary to comply with any legal or governmental requirement. For disclosure by either Party of Confidential Information to the operators of Seller's Facilities, Receiving Facilities, Loading Port, Unloading Port or LNG Vessels (as applicable) to the extent

necessary to comply with such Party's obligations under this Agreement or any Transaction, such prior written consent of the other Party shall not be unreasonably withheld. Except in the case of such information already forming part of the public domain, such disclosing Party shall make reasonable endeavours to ensure that the Third Party receiving such Confidential Information maintains its confidentiality. This clause 24.2 remains in force for three (3) years after the termination of this Agreement.

- 24.3 Neither Party may assign any of its rights and obligations under this Agreement or any Confirmation Notice without first obtaining the consent in writing of the other Party, such consent not to be unreasonable withheld.
- 24.4 Notwithstanding the above, a Party may assign its rights and obligations in respect of a Transaction (as originated in a Confirmation Notice) to an Affiliate on prior written notice to, but without the consent of, the other Party; provided, however, that in such circumstances the assignor shall not be relieved of any obligations that such Affiliate fails to perform, except if prior written consent is obtained from the other Party.
- 24.5 The failure of either Party at any time to require performance of any part of this Agreement or any Confirmation Notice shall not affect its right to require subsequent performance pursuant to that provision, nor shall the waiver by either Party of any breach of any provision of this Agreement or any Confirmation Notice be deemed to be a waiver of any subsequent breach of such provision or a waiver of any other provision of this Agreement or any Confirmation Notice.
- 24.6 This Agreement and each Confirmation Notice constitute the entire agreement between the Parties relating to the subject matter contemplated by this Agreement and supersede and replace any provisions on that subject contained in any other agreement between the Parties, whether written, or oral, entered into by the Parties prior to or contemporaneously with the date of execution of this Agreement provided that nothing in this Agreement shall operate to limit or exclude any liability for fraud.
- 24.7 This Agreement may not be amended except by an instrument in writing signed by the Parties (including a Confirmation Notice executed by both Parties).
- 24.8 No term of a Transaction is enforceable under the English Contract (Rights of Third Parties) Act 1999 by a Person who is not a Party.
- 24.9 If any provision or part of a provision of this Agreement or any Confirmation Notice is found by a court or authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision shall be deemed to be deleted from this Agreement or the relevant Confirmation Notice (as applicable) and the remaining provisions shall continue in full force and effect. In such event, the Parties shall seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void or unenforceable.

- 24.10 On the date of execution of each Confirmation Notice, each Party represents and warrants to the other that (a) the execution, delivery and performance of such Transaction has been duly authorised by all necessary corporate or other organisational action on its part and does not violate or conflict with any law applicable to it, its organisational documents or any order or judgment of a court or other agency of government applicable to it or its assets; (b) its obligations under such Transaction are (subject to applicable insolvency and bankruptcy laws and general principles of equity) legally valid and binding obligations, enforceable in accordance with their terms; (c) in relation to an FOB delivery, it has all necessary governmental and other Third Party permits, approvals and licenses required in connection with the execution, delivery and performance of such Transaction except to the extent that such permit, approvals and/or licences can only be obtained by the Buyer (or the Buyer's transporter) at the time the relevant LNG Vessel arrives at the Loading Port, which permits, approvals and/or licences shall be obtained by the Buyer (or the Buyer's transporter) as soon as possible upon arrival at such port; or (d) in relation to an Ex-Ship delivery, it has all necessary governmental and other Third Party permits, approvals and licenses required in connection with the execution, delivery and performance of such Transaction except to the extent that such permit, approvals and/or licences can only be obtained by the Seller (or the Seller's transporter) at the time the relevant LNG Vessel arrives at the Unloading Port, which permits, approvals and/or licences shall be obtained by the Seller (or the Seller's transporter) as soon as possible upon arrival at such port.
- 24.11 Other than those expressly provided in clause 6.10, clause 10.5, clause 20.1, clause 21.1, clause 21.2 and clause 24.10 or in a Confirmation Notice, the Parties make no representation or warranty, written or oral, express or implied, including but not limited to, any representation or warranty that the LNG will be fit for a particular purpose, or will be of merchantable quality, and all such representations and warranties are expressly excluded to the fullest extent permitted by law.
- 24.12 Each Party hereby irrevocably and unconditionally agrees that its execution, delivery and performance of a Transaction constitutes private and commercial acts. In furtherance of the foregoing, each Party hereby irrevocably and unconditionally agrees:
- (a) Should the other Party bring legal proceedings (which shall be deemed to include suit, arbitration proceedings, expert determination, attachment prior to judgment, other attachment, levy, interim relief, the obtaining of judgment, execution or other enforcement) against it or its assets in connection with this Agreement or any Confirmation Notice, that no immunity (sovereign or otherwise) from such legal proceedings or the result of such legal proceedings shall be claimed under any applicable laws or any other state or jurisdiction by or on behalf of it or with respect to any of its assets;
 - (b) to waive any right of immunity that it or any of its assets now has or may hereafter acquire under any applicable laws; and

- (c) to consent generally to the giving of any relief or the issue of any process in connection with such proceedings, including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order, award, determination or judgment that may be made or given in such proceedings under any applicable laws.

AS WITNESS whereof this Agreement has been signed by the duly authorized representatives of the Parties on the day and year first above written.

Schedule 1

Form of Confirmation Notice

Pursuant to the Master LNG Sale and Purchase Agreement between [●] and [●] dated [●], [●] and [●] agree upon the following sale and purchase of LNG this [●] day of [●], [●]:

The definitions set out in the Master LNG Sale and Purchase Agreement referred to above shall apply in this Confirmation Notice, unless otherwise expressly stated herein.

1 Parties

The Buyer: [●]

The Seller: [●]

2 Terms of Delivery

The deliveries under this Confirmation Notice shall be on [an FOB basis and Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*) **or** an Ex-Ship basis and Schedule 3 (*Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries*)] of the Master LNG Sale and Purchase Agreement shall apply.

3 LNG Vessel to be used in relation to each LNG Cargo to be delivered pursuant to this Confirmation Notice (and corresponding IMO number): [●].

4 Quantity

(a) The number of LNG Cargoes to be delivered pursuant to this Confirmation Notice is [●].

(b) The Nominal Quantity applicable to each such LNG Cargo shall be [●] MMBtu.

5 Allowed Laytime: [●] consecutive hours.

6 Daily Demurrage and Boil-Off Rate: [●] per day.

7 (For Ex-Ship) Unloading Schedule; (for FOB) Loading Schedule:

(a) Loading Port [●]

(b) Scheduled Arrival Window [●]

(c) Unloading Port (in respect of an Ex-Ship delivery) [●]

8 LNG Price

The LNG Price, in *[insert price basis; e.g., US\$/MMBtu]*, for each LNG Cargo is as follows:

[●]

9 Specifications

Gross heating value: no less than [●] and no more than [●]

Composition (molecular percentage):

Nitrogen (N₂) no less than [●] and no more than [●]

Methane (C₁) no less than [●] and no more than [●]

Ethane (C₂) no less than [●] and no more than [●]

Propane (C₃) no less than [●] and no more than [●]

Butanes + (C₄ and heavier) no less than [●] and no more than [●]

Pentanes + (C₅ and heavier) no less than [●] and no more than [●]

Impurities:

Hydrogen Sulphide no more than [●]

Total Sulphur no more than [●]

Other:

10 [Seller Deficiency Payment cap (if any) shall be:

[●]% of the LNG Price multiplied by the Seller Deficiency Quantity or [●] if the Seller Deficiency Quantity was due to the Wilful Misconduct of Seller.]

[Buyer Deficiency Payment cap (if any) shall be:

[●]% of the LNG Price multiplied by the Buyer Deficiency Quantity or [●] if the Buyer Deficiency Quantity was due to the Wilful Misconduct of Buyer.]

11 Credit Support²

The Buyer shall provide [●] as Credit Support to be provided by [● **date**].

12 Bank accounts:

The Buyer:

Bank: [●]

IBAN: [●]

Swift Code: [●]

Bank Address: [●]

Account No: [●]

Account Name: [●]

The Seller:

Bank: [●]

IBAN: [●]

Swift Code: [●]

Bank Address: [●]

Account No: [●]

Account Name: [●]

13 Importer/ Exporter of Record:

Notwithstanding clause 12.4(b) [Buyer / Seller] shall be the importer of record and [Seller / Buyer] shall be the exporter of record in respect of the LNG Cargo(es).

² [NOTE TO DRAFT: Clause 11.9 provides that "In the case the Buyer does not have a S&P Global credit rating of at least BBB+ or the equivalent by Moody's, the Seller is entitled to request from the Buyer in relation to delivery of an LNG Cargo(es) pursuant to a Transaction, that the Buyer provide by the date specified in the Confirmation Notice either (a) an irrevocable letter of credit, [in a form acceptable to Seller/which shall be substantially in the form attached hereto as Schedule 5 (Letter of Credit).] provided by a bank having a rating of at least A- from S&P Global or the equivalent from Moody's, or (b) a parent guarantee in a form acceptable to Seller, provided however that the company or entity giving such guarantee must be rated BBB+ or better by Standard & Poor's or the equivalent from Moody's."]

14 Derogations from Agreement

Notwithstanding the terms to the contrary in the Agreement the following provisions shall apply to the Transaction:

[●]

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

[insert Buyer's name]

[insert Seller's name]

By:.....

By:.....

Name:

Name:

Title:

Title:

Schedule 2

Seller's Facilities, Transportation and Loading – FOB Deliveries

1 Seller's Facilities Obligations

1.1 Seller's Facilities shall:

- (a) be all be of appropriate design and sufficient capacity to enable the receipt, storage and loading of LNG in accordance with the applicable Transaction;
- (b) include, without limitation, the following:
 - (i) berthing facilities that comply with OCIMF and SIGTTO guidelines and are capable of receiving the LNG Vessel having the specifications notified to the Seller in accordance with paragraph 2.7 of this Schedule 2 and at which the LNG Vessel can safely reach, fully laden and safely depart, and at which the LNG Vessel can lie safely berthed and unload safely afloat at all times;
 - (ii) loading facilities capable of loading LNG at a rate of [ten thousand (10,000)] cubic meters per hour from a fully laden LNG vessel;
 - (iii) a vapour return line system of sufficient capacity to transfer to Seller's Facilities quantities of Natural Gas necessary for the safe loading of the LNG at such rates, pressures and temperatures required by the LNG Vessel's design and/or good operating practice with respect to such LNG Vessel;
 - (iv) LNG storage tanks of adequate capacity to store and load the Nominal Quantity;
 - (v) [liquefaction facilities if relevant;]
 - (vi) appropriate systems for necessary e-mail, telephone and radio communications with the LNG Vessel; and
 - (vii) emergency shutdown systems.

1.2 The Seller shall, at all times from the date of the Confirmation Notice until Completion of Loading of the last cargo to be delivered thereunder, cause Seller's Facilities to be maintained and operated in good working order and in a safe and efficient manner by an operator which has valid insurance in place covering its professional liability in accordance with that level and type of insurance which would generally be taken out by Reasonable and Prudent Operator of LNG loading facilities. The Seller shall provide to the Buyer upon its request, the certificate of insurance of the operator of Seller's Facilities.

- 1.3 The Buyer or its representative shall have the right to inspect, at reasonable times and at the Buyer's expense, the safety and/or operability of each Loading Port and LNG terminal to be used as Seller's Facilities. The Seller shall cooperate or use reasonable endeavours to procure that the operator of Seller's Facilities cooperates with the Buyer or the Buyer's representative to enable such inspection to be carried out. The Buyer or its representative shall carry out such inspection without unreasonable interference with or hindrance to the safe and efficient operation of the Loading Port and Seller's Facilities.

2 LNG Vessel Rights and Obligations

- 2.1 The Buyer shall, at all times throughout the period of supply of LNG pursuant to a Confirmation Notice, provide, maintain and operate or cause to be provided, maintained and operated in good working order, the LNG Vessel, such that the Buyer is able to fulfil its obligations under this Agreement and the relevant Confirmation Notice.
- 2.2 The LNG Vessel shall at all times meet all applicable International Standards and maritime regulations required in the countries of the LNG Vessel registry, of the authorities of the Loading Port and in which the LNG Vessel will call including those that relate to seaworthiness, design, safety, environmental protection, navigation, and other operational matters.
- 2.3 The LNG Vessel shall be acceptable to the Seller and the operator of Seller's Facilities and the Seller reserves the right for itself and for the operator of Seller's Facilities to, at its expense, inspect and approve such LNG Vessel(s) specified in the applicable Confirmation Notice, such approval not being unreasonably withheld. Neither the exercise nor the non-exercise, or anything done or not done by the Buyer or the Seller in the exercise or the non-exercise of such right shall in any way reduce the master's authority over or responsibility for the LNG Vessel and every aspect of her operation nor increase either Party's responsibility to the other Party or any Third Parties for the same. Any such inspection shall not relieve the Buyer of any obligations it has to the Seller pursuant to paragraph 2.5 below.
- 2.4 If the LNG Vessel requires assistance from or the use in any manner of tugs, pilots, escort vessels or other support vessels in connection with the safe berthing of the LNG Vessel, such assistance or use shall be at the sole risk and expense of the Buyer. The Seller shall provide the Buyer with all reasonable assistance in securing assistance from tugs, pilots, escort vessels or other support vessels.
- 2.5 The Buyer shall ensure that, at the date of execution of the Confirmation Notice, each LNG Vessel shall:
- (a) be equipped with appropriate systems for communication with the Loading Port and Seller's Facilities, including all ship-shore communication systems normally required for the loading of LNG;

- (b) be covered with reputable insurance underwriters to a level and extent which is not less than would generally be taken out on vessels of the type, including hull and machinery, protection and indemnity from a P&I Club, which is a member of the International Group of P&I Clubs, including pollution liability standard for LNG vessels. Upon request of the Seller, the Buyer shall provide a "certificate of entry" related to the LNG Vessel;
- (c) be constructed and maintained in accordance with the rules and regulations of, and maintained in class with, a member of the International Association of Classification Societies that has prior experience in classifying LNG vessels, and in compliance with applicable treaties, laws of the country of vessel registry, and any other laws, recommendations and guidelines with which a Reasonable and Prudent Operator of LNG vessels would comply;
- (d) comply in all respects with the standards established by the Safety of Life at Sea Convention of 1974 and the related protocol of 1978 and the convention of 2002 (including the International Ship and Port Facility Security Code 2002); the International Maritime Organisation (IMO); the Oil Companies International Marine Forum (OCIMF); SIGTTO; and the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers of 1978, the International Management Code for the Safe Operation of Ships and for Pollution Prevention (ISM Code), and the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code) all as amended or supplemented from time to time;
- (e) have discharge and emission levels within MARPOL guidelines;
- (f) be manned with skilled and competent operators, officers and crew who (a) are suitably qualified, trained and experienced in international LNG vessel operations and qualified to a minimum of IMO standards, (b) are able to communicate with regulatory authorities and operators at Seller's Facilities in written and spoken English, and (c) comply with the laws and regulations applicable to the LNG Vessel, including without limitation laws and regulations pertaining to the use of drugs and alcohol;
- (g) be operated in accordance with a plan that is consistent with the relevant shore safety checklist for unloading LNG;
- (h) be in possession of a current SIRE, provided that:
 - (i) if the LNG Vessel is fifteen (15) years old or more, the SIRE shall, until departure from the Loading Port, be no more than six (6) months old; and
 - (ii) if the LNG Vessel is less than fifteen (15) years old, the SIRE shall, until departure from the Loading Port be no more than twelve (12) months old;

- (i) be of such size and draught as to be fit for entering, berthing at, loading at and leaving the Loading Port safely and without delay;
- (j) have obtained all required clearance(s) from customs and other governmental authorities of the country where the Loading Port is located (provided that the Seller shall use its best efforts to assist the Buyer in receiving such required clearances). The Buyer shall, at no cost to the Seller, be responsible for obtaining all customary port approvals, marine permits and other technical and operational authorisations necessary for the use of the LNG Vessel as contemplated in the applicable Confirmation Notice; and
- (k) if she is twenty years old or over she shall have and maintain an LNG Condition Assessment Program of not less than a CAP two (2) rating for hull, machinery and cargo systems with a validity of three (3) years from the last date of the CAP survey.

2.6 The Buyer may, subject to prior consent of the Seller (which shall not be unreasonably withheld), utilize an LNG vessel different than the LNG Vessel named in the applicable Confirmation Notice, provided that such substitute LNG vessel is compatible with the Loading Port and Seller's Facilities and is in compliance with all provisions of this Agreement and the Confirmation Notice related to LNG vessels.

2.7 Prior to the execution of a Confirmation Notice, the Seller shall provide the Buyer with the specifications of Seller's Facilities and the Buyer shall provide the Seller with the specifications of the LNG Vessel. The Buyer and the Seller shall cooperate to ensure that the LNG Vessel is compatible with Seller's Facilities, including the usual ship and shore interface, timely exchange of information and resolution of items of incompatibility. Unless otherwise agreed by the Parties, execution of the Confirmation Notice shall constitute acknowledgement by the Buyer and the Seller that, as of the date of execution of such Confirmation Notice, the LNG Vessel and Seller's Facilities are compatible with each other. Following such acknowledgement, neither Party shall take any action that would render the LNG Vessel and Seller's Facilities incompatible with each other, subject to any applicable laws, regulations or governmental or port authority directives or orders.

3 Loading Port Operations

3.1 The Seller shall exercise due diligence in arranging for loading of the LNG Vessel at a safe berth which the Seller shall provide or cause to be provided free of charge to the Buyer. A safe berth being one which the LNG Vessel can safely reach and leave and at which it can lie and load, always safely afloat and safely moored alongside.

3.2 Upon the arrival of the LNG Vessel at the Loading Port for the purpose of loading LNG hereunder, the Buyer shall cause the LNG Vessel to be berthed safely and expeditiously at the berth designated by the operator of the loading terminal and the Seller shall co-operate (and procure that the operator of Seller's Facilities co-operates) in the LNG Vessel being safely and expeditiously

berthed. The Parties shall co-operate to commence and complete unloading of the LNG Vessel safely and as expeditiously as reasonably possible. If requested by the Buyer, the Seller shall provide assistance to the Buyer in clearing the necessary formalities required by the relevant authorities.

- 3.3 The Buyer shall cooperate and/or cause the operator or manager of the LNG Vessel to cooperate in such loading.
- 3.4 The Buyer shall cause the LNG Vessel to depart safely and expeditiously from the berth after the Completion of Loading and the Seller shall co-operate, or cause the operator of the loading terminal to co-operate, in the safe and expeditious departure of the LNG Vessel from the berth.
- 3.5 If any problem occurs or is foreseen to occur which will or may cause delay to the LNG Vessel in berthing or loading, the Parties shall discuss it in good faith and use reasonable endeavours to minimize or to avoid the delay.
- 3.6 The Buyer shall be responsible for the payment of all Port Service Charges and other fees or charges relating to the LNG Vessel at the Loading Port provided that the Seller shall pay, reimburse, indemnify, defend, and hold harmless the Buyer from and against all Port Services Charges and any other fees or charges relating to the LNG Vessel having to shift berth at the Loading Port, where such shifting is a direct result of the action or inaction of the Seller or any Person acting under or on behalf of the Seller;

4 Notices of LNG Vessel Movements and Characteristics of Cargoes

The Buyer shall ensure that the LNG Vessel gives the Seller and the operator of Seller's Facilities notice of its estimated time of arrival (**ETA**) upon the departure from an Unloading Port, then 7 days, 72, 48 and 24 hours prior to its ETA. Upon arrival of the LNG Vessel at the PBS or appropriate anchorage off the Loading Port and at such time as the LNG Vessel is ready to load LNG in all respects, the master of the LNG Vessel or its agent shall give the Notice of Readiness to the Seller and the operator of Seller's Facilities.

5 Demurrage and Excess Boil-off at Loading Location

- 5.1 Unless otherwise specified in the relevant Confirmation Notice, the Allowed Laytime shall be twenty-four (24) hours. Allowed Laytime shall be extended if there is any delay in unloading of the LNG Vessel after the start of Used Laytime as a result of:
 - (a) the direct act or omission of the Buyer, Transporter, the LNG Vessel or her master or crew;
 - (b) compliance by the LNG Vessel with Loading Port regulations beyond the normal time required by a Reasonable and Prudent Operator of an LNG Vessel;

- (c) Adverse Weather Conditions; or
- (d) any event of Force Majeure.

5.2 Laytime used in loading the LNG Vessel (**Used Laytime**) shall begin to count:

- (a) If the LNG Vessel tenders NOR within the Delivery Date, at the earlier of:
 - (i) six (6) hours after NOR is tendered; or
 - (ii) when the LNG Vessel is all fast at berth;
- (b) if the LNG Vessel tenders NOR before the Scheduled Arrival Window, at the earlier of:
 - (i) six (6) hours after the start of the Scheduled Arrival Window; or
 - (ii) when the LNG Vessel is all fast at berth; and
- (c) if the LNG Vessel tenders NOR after the Scheduled Arrival Window, when the LNG Vessel is all fast at berth.

5.3 Used Laytime shall be deemed to be completed and time shall cease to count upon Completion of Loading provided that where the LNG Vessel is shifted away from the berth for Seller's purpose or at the request of the Seller (and the shift is not as a result of the occurrence of a Force Majeure event), the Seller shall pay for any expense relating to such shifting and any time lost in unloading due to such shifting of the LNG Vessel shall not extend Allowed Laytime. Used Laytime shall however recommence two (2) hours after Completion of Loading if the LNG Vessel is delayed in its departure due to the Seller's purposes and shall continue until the termination of such delay.

5.4 If Used Laytime exceeds Allowed Laytime, then the Seller shall pay demurrage and excess boil-off to the Buyer at the rate set out in, or the rate calculated pursuant to the formula specified in the relevant Confirmation Notice (the **Daily Demurrage and Boil-Off Rate**) in respect of the period by which Used Laytime exceeds Allowed Laytime, prorated for every hour of such delay, rounded to the nearest full hour. Payment by the Seller of the Demurrage and Boil-Off Rate shall be the Buyer's sole and exclusive remedy for delay in the berthing and/or discharge of an LNG Vessel.

5.5 After Completion of Unloading, and the completion and delivery to the LNG Vessel's master of all documents required to be provided by the Seller or the operator of Seller's Facilities to enable the LNG Vessel to depart the berth, the Buyer shall cause the LNG Vessel to depart safely and expeditiously from the berth and the Seller shall co-operate (and procure that the operator of Seller's Facilities co-operates) to ensure the LNG Vessel's safe departure from the berth.

5.6 If the Allowed Laytime has been extended for reasons provided in paragraph 5.1(a) or paragraph 5.1(b), or if the LNG Vessel delays in vacating the berth after the end of the Used Laytime for

reasons attributable to the Buyer, Transporter or the LNG Vessel or her master or crew, and as a result another LNG vessel (which would have commenced unloading had this delay not occurred) is prevented from or delayed in unloading, then the Buyer shall reimburse to Seller all actual reasonable documented costs properly incurred by Seller as a direct result of such delay, up to but not exceeding a daily amount equal to the Daily Demurrage and Boil-Off Rate prorated for every hour of such delay. Payment by the Buyer of these costs shall be the Seller's sole and exclusive remedy for delay in vacating the berth. The Seller shall provide the Buyer with such documentary and other evidence as the Buyer may reasonably require to verify the circumstances giving rise to any liability of the Seller under this paragraph 5.6. Where the delay is attributable to both the Seller and the Buyer, The Buyer shall only pay the Seller for that part of the delay that is attributable to the Buyer.

- 5.7 For the purposes of the calculation of the Daily Demurrage and Boil-Off Rate under paragraphs 5.4 and 5.6, each begun hour shall be fully paid. Claims for demurrage and boil-off loss under paragraphs 5.4 and 5.6, shall only be payable by a Party if received by the other Party within 90 days following Completion of Unloading of the LNG Cargo.

6 Cool-down Requirements and Boil-off

If a cool and ready to load LNG Vessel is delayed in berthing and/or commencement of loading (for reasons attributable to the Seller or the Seller's operator) and if as a result thereof the commencement of loading is delayed beyond 24 hours after the earlier of (A) six (6) hours from the time that Notice of Readiness has been given, or (B) 6:00 am local time on the first day of the relevant Scheduled Arrival Window (provided the LNG Vessel arrives on or prior to such date), then, as from this time and until commencement of loading, the Seller shall pay the Buyer an amount, on account of demurrage and excess boil-off to the Buyer at the Daily Demurrage and Boil-Off Rate.

7 Determination of Quantity and Quality

- 7.1 The Buyer shall install, maintain and operate or cause to be installed, maintained and operated in the LNG Vessel suitable and necessary equipment and devices for the purpose of measuring the volume of LNG delivered. Such equipment and devices are including but not limited to the LNG Vessel's Custody Transfer Measurement System (**CTMS**). The Seller shall install, maintain and operate or cause to be installed, maintained and operated the necessary equipment and devices for the purpose of collecting the samples, analyzing the composition and testing for impurities of LNG loaded to the LNG Vessel.
- 7.2 Before and after loading, the Buyer shall measure the volume of LNG in each cargo tank loaded at the Delivery Point in accordance with the LNG Vessel's CTMS and associated documentation according to the latest edition of LNG Custody Transfer Handbook published by GIIGNL.

- 7.3 The Buyer shall promptly give notification to the Seller of the result of the measurement carried out in accordance with paragraph 7.2 (**Loaded Volume Certificate**).
- 7.4 Subject to any agreement reached by the Parties under clause 6 (*Quality*), the Seller shall carry out or cause to be carried out the sampling and analysis of each cargo of LNG loaded in accordance with the method and procedure detailed in this Schedule 2 (*Seller's Facilities, Transportation and Loading – FOB Deliveries*).
- 7.5 The Seller shall promptly give notification to the Buyer of the results of the analysis carried out in accordance with paragraph 7.4 (**Quality Certificate**).
- 7.6 Sample bottle shall be retained for [●] days by the Seller except in case any Dispute arises with respect to that analysis. In such case, the sample bottle shall be further retained until the Dispute is finally resolved.
- 7.7 The Parties shall jointly appoint an independent surveyor (the **Independent Surveyor**) to witness and verify the measurement, sampling and testing of LNG. Such Independent Surveyor shall be qualified by education, experience and training to monitor such LNG activity. Neither Party shall unreasonably withhold consent to appointment of an Independent Surveyor proposed by the other Party. Either Party may have a representative present, in addition, to witness the measurement, sampling and testing of LNG. Prior to effecting such measurements, gauging and analyses, the Party responsible for such operations shall notify the representatives of the other Party and the Independent Surveyor, allowing such representative and Independent Surveyor a reasonable opportunity to be present for all operations and computations; provided, however, that the absence of either or both of the representative of the other Party or the Independent Surveyor after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of such Independent Surveyor's verifications shall be made available promptly to each Party. The cost of the Independent Surveyor shall be shared equally by the Parties.
- 7.8 If, as to the results obtained with regards to the measurement, sampling, and testing of LNG, either Party notifies a disagreement to the other Party, then the Parties shall jointly appoint an Expert to resolve the Dispute. The Expert shall be required to fully disclose any interest or duty that conflicts or may conflict with his function under such appointment.
- 7.9 If, within [●] days of receipt of the notification of disagreement, the Parties fail to jointly agree on and appoint an Expert, either Party has the right to request the International Chamber of Commerce's International Centre for Expertise to appoint such Expert. Such Expert shall act as an independent expert and not as an arbitrator and his findings of fact, which shall be rendered within ninety (90) days of his appointment, shall be final and binding on the Parties except in case of fraud or manifest error or the failure by the Expert to disclose any relevant interest or duty which conflicts

or may conflict with his appointment. The cost to engage such Expert shall be borne by the losing Party unless the Expert determines otherwise.

Schedule 3

Receiving Facilities, Transportation and Unloading – Ex-Ship Deliveries

1 Receiving Facilities Obligations

1.1 The Receiving Facilities shall:

- (a) be of appropriate design and sufficient capacity to enable the receipt, storage and unloading of LNG in accordance with the applicable Transaction;
- (b) include, without limitation, the following:
 - (i) berthing facilities that comply with OCIMF and SIGTTO guidelines and are capable of receiving the LNG Vessel having the specifications set forth in the applicable Confirmation Notice and at which the LNG Vessel can safely reach, fully laden and safely depart, and at which the LNG Vessel can lie safely berthed and unload safely afloat at all times;
 - (ii) unloading facilities capable of receiving LNG at a rate of [ten thousand (10,000)] cubic meters per hour from a fully laden LNG vessel;
 - (iii) a vapour return line system of sufficient capacity to transfer to the LNG Vessel quantities of Natural Gas necessary for the safe unloading of the LNG at such rates, pressures and temperatures required by the LNG Vessel's design and/or good operating practice with respect to such LNG Vessel;
 - (iv) regasification facilities;
 - (v) appropriate systems for necessary e-mail, telephone and radio communications with the LNG Vessel; and
 - (vi) emergency shutdown systems.

1.2 The Buyer shall, at all times throughout the period of supply of LNG pursuant to a Confirmation Notice, cause the Receiving Facilities to be maintained and operated in good working order and in a safe and efficient manner by an operator which has valid insurance in place covering its professional liability in accordance with that level and type of insurance which would generally be taken out by Reasonable and Prudent Operator of LNG receiving facilities. The Buyer shall provide to the Seller, upon its request, the certificate of insurance of the operator of the Receiving Facilities.

1.3 Seller or its representative shall have the right to inspect, at reasonable times and at Seller's expense, the safety and/or operability of each Unloading Port and LNG terminal to be used as Receiving Facilities. Buyer shall cooperate or use reasonable endeavours to procure that the

operator of the Receiving Facilities cooperates with Seller or Seller's representative to enable such inspection to be carried out. Seller or its representative shall carry out such inspection without unreasonable interference with or hindrance to the safe and efficient operation of the Unloading Port and the Receiving Facilities.

2 LNG Vessel Rights and Obligations

- 2.1 The Seller shall, at all times throughout the period of supply of LNG pursuant to a Confirmation Notice, provide, maintain and operate or cause to be provided, maintained and operated in good working order, the LNG Vessel, such that the Seller is able to fulfil its obligations under this Agreement and the relevant Confirmation Notice.
- 2.2 The LNG Vessel shall at all times meet all applicable International Standards and maritime regulations required in the countries of the LNG Vessel registry, of the authorities of the Unloading Port and in which the LNG Vessel will call including those that relate to seaworthiness, design, safety, environmental protection, navigation, and other operational matters.
- 2.3 The LNG Vessel shall be acceptable to Buyer and the operator of Receiving Facilities and Buyer reserves the right for itself and for the operator of Receiving Facilities to, at its expense, inspect and approve such LNG Vessel(s) specified in the applicable Confirmation Notice, such approval not being unreasonably withheld. Neither the exercise nor the non-exercise, or anything done or not done by Buyer or Seller in the exercise or the non-exercise of such right shall in any way reduce the master's authority over or responsibility for the LNG Vessel and every aspect of her operation nor increase either Party's responsibility to the other or any Third Parties for the same. Any such inspection shall not relieve the Seller of any obligations it has to the Buyer pursuant to paragraph 2.5 below.
- 2.4 If the LNG Vessel requires assistance from or the use in any manner of tugs, pilots, escort vessels or other support vessels in connection with the safe berthing of the LNG Vessel, such assistance or use shall be at the sole risk and expense of the Seller. The Buyer shall provide the Seller with all reasonable assistance in securing assistance from tugs, pilots, escort vessels or other support vessels.
- 2.5 The Seller shall ensure that, at the date of execution of the Confirmation Notice, each LNG Vessel shall:
 - (a) be equipped with appropriate systems for communication with the Unloading Port and Receiving Facilities, including all ship-shore communication systems normally required for the unloading of LNG;
 - (b) be covered with reputable insurance underwriters to a level and extent which is not less than would generally be taken out on vessels of the type, including hull and machinery, protection and indemnity from a P&I Club, which is a member of the International Group of P&I Clubs,

including pollution liability standard for LNG vessels. Upon request of the Buyer, the Seller shall provide a "certificate of entry" related to the LNG Vessel;

- (c) be constructed and maintained in accordance with the rules and regulations of, and maintained in class with, a member of the International Association of Classification Societies that has prior experience in classifying LNG vessels, and in compliance with applicable treaties, laws of the country of vessel registry, and any other laws, recommendations and guidelines with which a Reasonable and Prudent Operator of LNG vessels would comply;
- (d) comply in all respects with the standards established by the Safety of Life at Sea Convention of 1974 and the related protocol of 1978 and the convention of 2002 (including the International Ship and Port Facility Security Code 2002); the International Maritime Organisation (IMO); the Oil Companies International Marine Forum (OCIMF); SIGTTO; and the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers of 1978, the International Management Code for the Safe Operation of Ships and for Pollution Prevention (ISM Code), and the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code) all as amended or supplemented from time to time;
- (e) have discharge and emission levels within MARPOL guidelines;
- (f) be manned with skilled and competent operators, officers and crew who (a) are suitably qualified, trained and experienced in international LNG vessel operations and qualified to a minimum of IMO standards, (b) are able to communicate with regulatory authorities and operators at Receiving Facilities in written and spoken English, and (c) comply with the laws and regulations applicable to the LNG Vessel, including without limitation laws and regulations pertaining to the use of drugs and alcohol;
- (g) be operated in accordance with a plan that is consistent with the relevant shore safety checklist for unloading LNG;
- (h) be in possession of a current SIRE, provided that:
 - (i) if the LNG Vessel is fifteen (15) years old or more, the SIRE shall, until departure from the Unloading Port, be no more than six (6) months old; and
 - (ii) if the LNG Vessel is less than fifteen (15) years old, the SIRE shall, until departure from the Unloading Port be no more than twelve (12) months old;
- (i) be of such size and draught as to be fit for entering, berthing at, unloading at and leaving the Unloading Port safely and without delay;

- (j) have obtained all required clearance(s) from customs and other governmental authorities of the country where the Unloading Port is located (provided that the Buyer shall use its best efforts to assist the Seller in receiving such required clearances). The Seller shall, at no cost to the Buyer, be responsible for obtaining all customary port approvals, marine permits and other technical and operational authorisations necessary for the use of the LNG Vessel as contemplated in the applicable Confirmation Notice; and
- (k) if she is twenty years old or over she shall have and maintain an LNG Condition Assessment Program of not less than a CAP 2 (two) rating for hull, machinery and cargo systems with a validity of three (3) years from the last date of the CAP survey.

2.6 The Seller may, subject to prior consent of the Buyer (which shall not be unreasonably withheld), utilize an LNG vessel different than the LNG Vessel named in the applicable Confirmation Notice, provided that such substitute LNG vessel is compatible with the Unloading Port and Receiving Facilities and is in compliance with all provisions of this Agreement and the Confirmation Notice related to LNG vessels.

2.7 Prior to the execution of a Confirmation Notice, the Buyer shall provide the Seller with the specifications of the Receiving Facilities and the Seller shall provide the Buyer with the specifications of the LNG Vessel. The Buyer and the Seller shall ensure that the LNG Vessel is compatible with the Receiving Facilities. Unless otherwise agreed by the Parties, execution of the Confirmation Notice shall constitute acknowledgement by the Buyer and the Seller that, as of the date of execution of such Confirmation Notice, the LNG Vessel and the Receiving Facilities are compatible with each other. Following such acknowledgement, neither Party shall take any action that would render the LNG Vessel and the Receiving Facilities incompatible with each other, subject to any applicable laws, regulations or governmental or port authority directives or orders.

3 Unloading Port Operations

3.1 The Buyer shall exercise due diligence in arranging for unloading of the LNG Vessel at a safe berth which the Buyer shall provide or cause to be provided free of charge to the Seller. A safe berth being one which the LNG Vessel can safely reach and leave and at which it can lie and unload, always safely afloat and safely moored alongside.

3.2 Upon the arrival of the LNG Vessel at the Unloading Port for the purpose of unloading LNG hereunder, the Seller shall cause the LNG Vessel to be berthed safely and expeditiously at the berth designated by the operator of the unloading terminal and the Buyer shall co-operate (and procure that the operator of the Receiving Facilities co-operates) in the LNG Vessel being safely and expeditiously berthed. The Parties shall co-operate to commence and complete unloading of the LNG Vessel safely and as expeditiously as reasonably possible. If requested by the Seller, the Buyer shall provide assistance to the Seller in clearing the necessary formalities required by the relevant authorities.

- 3.3 The Seller shall be entitled to retain a volume of LNG Heel following completion of unloading.
- 3.4 The Seller shall cause the LNG Vessel to depart safely and expeditiously from the berth after the completion of unloading and the Buyer shall co-operate, or cause the operator of the unloading terminal to co-operate, in the safe and expeditious departure of the LNG Vessel from the berth.
- 3.5 If any problem occurs or is foreseen to occur which will or may cause delay to the LNG Vessel in berthing or unloading, the Parties shall discuss it in good faith and use reasonable endeavours to minimize or to avoid the delay.
- 3.6 Seller shall be responsible for the payment of all Port Service Charges and other fees or charges relating to the LNG Vessel at the Unloading Port provided that Buyer shall pay, reimburse, indemnify, defend, and hold harmless Seller from and against all Port Services Charges and any other fees or charges relating to the LNG Vessel having to shift berth at the Unloading Port, where such shifting is a direct result of the action or inaction of Buyer or any Person acting under or on behalf of Buyer;

4 Notices of LNG Vessel Movements and Characteristics of Cargoes

The Seller shall ensure that the LNG Vessel gives the Buyer and the operator of the Receiving Facilities notice of its estimated time of arrival (**ETA**) upon the departure from the Loading Port, then 7 days, 72, 48 and 24 hours prior to its ETA. Upon arrival of the LNG Vessel at the PBS or appropriate anchorage off the Unloading Port and at such time as the LNG Vessel is ready to unload LNG in all respects, the master of the LNG Vessel or its agent shall give the Notice of Readiness to the Buyer and the operator of the Receiving Facilities.

5 Demurrage and Excess Boil-off at Unloading Location

- 5.1 Unless otherwise specified in the relevant Confirmation Notice, the Allowed Laytime shall be twenty-four (24) hours. Allowed Laytime shall be extended if there is any delay in unloading of the LNG Vessel after the start of Used Laytime as a result of:
- (a) the direct act or omission of the Seller, Transporter, the LNG Vessel or her master or crew;
 - (b) compliance by the LNG Vessel with Unloading Port regulations beyond the normal time required by a Reasonable and Prudent Operator of an LNG Vessel;
 - (c) Adverse Weather Conditions; or
 - (d) any event of Force Majeure.
- 5.2 Laytime used in unloading the LNG Vessel (**Used Laytime**) shall begin to count:
- (a) if the LNG Vessel tenders NOR within the Delivery Date, at the earlier of:

- (i) six (6) hours after NOR is tendered; or
 - (ii) when the LNG Vessel is all fast at berth;
- (b) if the LNG Vessel tenders NOR before the Scheduled Arrival Window, at the earlier of:
- (i) six (6) hours after the start of the Scheduled Arrival Window; or
 - (ii) when the LNG Vessel is all fast at berth; and
- (c) if the LNG Vessel tenders NOR after the Scheduled Arrival Window, when the LNG Vessel is all fast at berth.

5.3 Used Laytime shall be deemed to be completed and time shall cease to count upon Completion of Unloading provided that where the LNG Vessel is shifted away from the berth for Buyer's purpose or at the request of Buyer (and the shift is not as a result of the occurrence of a Force Majeure event), Buyer shall pay for any expense relating to such shifting and any time lost in unloading due to such shifting of the LNG Vessel shall not extend Allowed Laytime. Used Laytime shall however recommence two (2) hours after Completion of Unloading if the LNG Vessel is delayed in its departure due to Buyer's purposes and shall continue until the termination of such delay.

5.4 If Used Laytime exceeds Allowed Laytime, then the Buyer shall pay demurrage and excess boil-off to the Seller at the rate set out in, or the rate calculated pursuant to the formula specified in the relevant Confirmation Notice (the "**Daily Demurrage and Boil-Off Rate**") in respect of the period by which Used Laytime exceeds Allowed Laytime, prorated for every hour of such delay, rounded to the nearest full hour. Payment by the Buyer of the Demurrage and Boil-Off Rate shall be the Seller's sole and exclusive remedy for delay in the berthing and/or discharge of an LNG Vessel.

5.5 After Completion of Unloading, and the completion and delivery to the LNG Vessel's master of all documents required to be provided by the Buyer or the operator of Receiving Facilities to enable the LNG Vessel to depart the berth, the Seller shall cause the LNG Vessel to depart safely and expeditiously from the berth and the Buyer shall co-operate (and procure that the operator of Receiving Facilities co-operates) to ensure the LNG Vessel's safe departure from the berth.

5.6 If the Allowed Laytime has been extended for reasons provided in paragraph 5.1(a) or paragraph 5.1(b), or if the LNG Vessel delays in vacating the berth after the end of the Used Laytime for reasons attributable to the Seller, Transporter or the LNG Vessel or her master or crew, and as a result another LNG vessel (which would have commenced unloading had this delay not occurred) is prevented from or delayed in unloading, then the Seller shall reimburse to the Buyer all actual reasonable documented costs properly incurred by the Buyer as a direct result of such delay, up to but not exceeding a daily amount equal to the Daily Demurrage and Boil-Off Rate prorated for every hour of such delay. Payment by the Seller of these costs shall be the Buyer's sole and exclusive remedy for delay in vacating the berth. The Buyer shall provide the Seller with such

documentary and other evidence as the Seller may reasonably require to verify the circumstances giving rise to any liability of the Seller under this paragraph 5.6. Where the delay is attributable to both the Seller and the Buyer, the Seller shall only pay the Buyer for that part of the delay that is attributable to the Seller.

- 5.7 For the purposes of the calculation of the Daily Demurrage and Boil-Off Rate under paragraphs 5.4 and 5.6, each begun hour shall be fully paid. Claims for demurrage and boil-off loss under paragraphs 5.4 and 5.6, shall only be payable by a Party if received by the other Party within 90 days following Completion of Unloading of the LNG Cargo.

6 Determination of Quantity and Quality

- 6.1 The Seller shall install, maintain and operate or cause to be installed, maintained and operated in the LNG Vessel suitable and necessary equipment and devices for the purpose of measuring the volume of LNG delivered. Such equipment and devices are including but not limited to the LNG Vessel's Custody Transfer Measurement System (**CTMS**). The Buyer shall install, maintain and operate or cause to be installed, maintained and operated the necessary equipment and devices for the purpose of collecting the samples, analyzing the composition and testing for impurities of LNG unloaded from the LNG Vessel.
- 6.2 Before and after unloading, the Seller shall measure the volume of LNG in each cargo tank unloaded at the Delivery Point in accordance with the LNG Vessel's CTMS and associated documentation according to the latest edition of LNG Custody Transfer Handbook published by GIIGNL.
- 6.3 The Seller shall promptly give notification to the Buyer of the result of the measurement carried out in accordance with paragraph 6.2 (**Unloaded Volume Certificate**).
- 6.4 Subject to any agreement reached by the Parties under paragraph 6 (*Quality*), the Buyer shall carry out or cause to be carried out the sampling and analysis of each cargo of LNG unloaded in accordance with the method and procedure agreed by the Parties as detailed in Schedule 2 (*Receiving Facilities, Transportation and Unloading – DES Deliveries*).
- 6.5 The Buyer shall promptly give notification to the Seller of the results of the analysis carried out in accordance with paragraph 6.4 (**Quality Certificate**).
- 6.6 Sample bottle shall be retained for [●] days by the Buyer except in case any Dispute arises with respect to that analysis. In such case, the sample bottle shall be further retained until the Dispute is finally resolved.
- 6.7 The Parties shall jointly appoint an independent surveyor (the **Independent Surveyor**) to witness and verify the measurement, sampling and testing of LNG. Such Independent Surveyor shall be qualified by education, experience and training to monitor such LNG activity. Neither Party shall

unreasonably withhold consent to appointment of an Independent Surveyor proposed by the other Party. Either Party may have a representative present, in addition, to witness the measurement, sampling and testing of LNG. Prior to effecting such measurements, gauging and analyses, the Party responsible for such operations shall notify the representatives of the other Party and the Independent Surveyor, allowing such representative and Independent Surveyor a reasonable opportunity to be present for all operations and computations; provided, however, that the absence of either or both of the representative of the other Party or the Independent Surveyor after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of such Independent Surveyor's verifications shall be made available promptly to each Party. The cost of the Independent Surveyor shall be shared equally by the Parties.

- 6.8 If, as to the results obtained with regards to the measurement, sampling, and testing of LNG, either Party notifies a disagreement to the other Party, then the Parties shall jointly appoint an Expert to resolve the Dispute. The Expert shall be required to fully disclose any interest or duty that conflicts or may conflict with his function under such appointment.
- 6.9 If, within [●] days of receipt of the notification of disagreement, the Parties fail to jointly agree on and appoint an Expert, either Party has the right to request the International Chamber of Commerce's International Centre for Expertise to appoint such Expert. Such Expert shall act as an independent expert and not as an arbitrator and his findings of fact, which shall be rendered within 90 days of his appointment, shall be final and binding on the Parties except in case of fraud or manifest error or the failure by the Expert to disclose any relevant interest or duty which conflicts or may conflict with his appointment. The cost to engage such Expert shall be borne by the losing Party unless the Expert determines otherwise.

Schedule 4

Measurement and Testing

[Note: Due to time constraint, this schedule has not been updated during this 2024 update which focused on commercial terms; a technical update will be proposed in coordination with the GIIGNL TSG]

1 Tank Gauge Tables

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

2 Selection of Gauging Devices

2.1 Liquid Level Gauging Devices

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

2.2 Temperature Gauging Devices

- (a) Each LNG tank of each LNG Vessel shall be equipped with a minimum of four (4) temperature gauging devices located on or near the vertical axis of such LNG tank. These temperature sensors shall have 100% back up redundancy in the form of spare sensors, for emergency use mounted adjacent to such temperature sensors.
- (b) The measurement uncertainty of the temperature gauging devices shall, under normal operations, be less than 0.3°C for liquid (LNG) and 2°C for gaseous phase (Return Gas).

2.3 Pressure Gauging Devices

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

2.4 Verification of Accuracy of Gauging Devices

Gauging devices shall be verified for accuracy, and any inaccuracy of a device exceeding the permissible tolerance shall require correction of recordings and computation. All the invoices issued during such period of error shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between the Parties.

3 Measurement Procedures

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

4 Determination of LNG Composition

- (a) The mean composition of the delivered LNG is determined by utilizing (in relation to an FOB delivery) Seller's Facilities' or (in relation to an Ex-Ship delivery) Receiving Facilities' instrumentation in accordance with the methods described in the latest edition of the LNG Custody Transfer Handbook published by the GIIGNL.
- (b) The vapour return during the delivery operations shall be taken into account in the energy balance. The mean composition of the vapour phase return to the LNG Vessel shall be determined by utilizing (in relation to an FOB delivery) Seller's Facilities' or (in relation to an Ex-Ship delivery) Receiving Facilities' instrumentation in accordance with the methods described in the latest edition of the LNG Custody Transfer Handbook unless otherwise agreed in writing.

5 Determination of MMBtu Quantity of LNG Delivered

5.1 LNG Density

- (a) The LNG density shall be calculated by use of the revised Klosek-McKinley described in ISO 6578:2017.
- (b) The molar mass shall be determined by use of the method ISO 6976:2016-, units of density shall be in kg/m³ and calculation results shall be given with 0.01 significant figures.

5.2 Gross Heating Value

(a) Gross Heating Value (Mass)

The Gross Heating Value (Mass) shall be calculated by use of the method ISO 6976:2016 with combustion reference conditions of fifteen degrees Celsius (15°C) and units of MJ/kg and 0.01 significant figures or with combustion reference conditions of sixty degrees Fahrenheit (60°F), stated in units of Btu/kg and given with 1 significant figures or as specified in the relevant Terminal Rules.

(b) Gross Heating Value (Volumetric)

The Gross Heating Value (Volumetric) shall be calculated by use of the method ISO 6976:2016 with combustion reference conditions of fifteen degrees Celsius (15°C), stated in units of MJ/Nm³ and 0.01 significant figures or with combustion reference conditions of sixty degrees Fahrenheit (60°F) and units of Btu/SCF and given with 0.1 significant figures or as specified in the relevant Terminal Rules.

5.3 Quantity Delivered

(a) The Quantity Delivered shall be calculated in accordance with the formula given in the latest edition of the LNG Custody Transfer Handbook published by the GIIGNL.

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

Signatories

Party

SIGNED by **NAME**)
For and on behalf of)
COMPANY)
In the presence of **Witness**)

.....

Signature / Title

Party

SIGNED by **NAME**)
For and on behalf of)
COMPANY)
In the presence of **Witness**)

.....

Signature / Title