SHEBERGHAN GAS GENERATION ACTIVITY (SGGA)

Contract No. EPP-I-00-03-00004-00, Task Order No. AID-306-TO-12-00002

Model Gas Supply Agreement

(Deliverable 2-1)

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Acronyms and Abbreviations

AEAI	Advanced Engineering Associates International, Inc.
AFMIS	Afghanistan Financial Management Information System
COR	Contracting Officer's Representative
DABS	Da Afghanistan Breshna Sherkat
DM	Deputy Minister (of MoM)
E&Y	Ernst and Young
GBU	Gas Business Unit (of MoM)
GIRoA	Government of the Islamic Republic of Afghanistan
Grantee	Ministry of Mines
GSA	Gas Supply Agreement
HR	Human Resources
IL	Implementation Letter
IPP	Independent Power Producer
MGQ	Minimum Generation Quantity
MEW	Ministry of Energy and Water
MGSA	Model Gas Supply Agreement
MoE	Ministry of Economy
MoF	Ministry of Finance
MoM	Ministry of Mines
MGGA	Model Gas Supply Agreement
MPPA	Model Power Purchase Agreement
MW	Megawatt
NWBU	Northwest Business Unit (of DABS' Northwest Provinces)
NEPA	National Environmental Protection Agency
OFM	Office of Financial Management (USAID)
PPA	Power Purchase Agreement
SGDP	Sheberghan Gas Development Project
SGGA	Sheberghan Gas Generation Activity
TA	Technical Assistance
USAID	United States Agency for International Development
USD	United States Dollar

1 Executive Summary

The Sheberghan Gas Generation Activity (SGGA), under the Task Order No. AID-306-TO-12-00002 awarded December 16, 2011, provides off-budget technical assistance for Advanced Engineering Associates International, Inc. (AEAI) to serve as a technical and financial advisor to the Ministry of Mines (MoM), Ministry of Energy and Water (MEW), Da Afghanistan Breshna Sherkat (DABS) as the relevant GIRoA stakeholders of the Sheberghan Gas Development Project (SGDP). The SGDP also includes quality assurance/quality control for the $ (financial information omitted) on-budget funding provided to MoM consisting of Phase I. gas field development for re-entry and rehabilitation of two existing gas wells and the drilling of up to two replacement wells for previously drilled wells and Phase II, construction of a gas processing plant.

The main goal of the SGDP is to encourage the gas field development in northern Afghanistan and attract private investment by supporting the construction of a 200 MW using a gas-fired power plant by an independent power producer (IPP), which would be the anchor customer for the re-developed gas field. The successful IPP-owned and operated power plant would be the first of its kind in Afghanistan. Gas supply for the IPP power plant would be provided by MoM through a new gas business unit (GBU).

In order to attract private investors, several contracts incorporating international business standard are vital to establishing an attractive robust legal and commercial framework. Two of the cornerstone /contracts for the commercial success of the SGDP are a gas supply agreement (GSA) and a power purchase agreement. In this (and subsequent) development project, the GSA address provides the contractual basis for the supply of fuel to the proposed power plant. The PPA specifies the terms and conditions for the sale and purchase of wholesale power.

Contract Modification 2 between USAID and AEAI requires AEIA to prepare a model GSA and model PPA for submission to USAID as Deliverables 2-1 and 2-2, respectively. These model agreements are intended to serve both as baseline documents for negotiations, and as teaching tools for the capacity building to be provided for MoM, MEW, and DABS personnel prior to the commencement of contract negotiations. Specific contract terms, such as pricing, natural gas quality specifications, and payment terms will depend on the commercial and financial requirements of the parties, as well as on the design of the power plant and other components of the project, and numerous other factors. The Model Gas Sales Agreement below is submitted as Deliverable 2-1. It was developed by AEAI business, finance, and legal experts, and draws on international and regional experience in countries facing similar development issues as Afghanistan.

1.1 Structure of the MGSA

The MSGA is drafted as a long term “take or pay” gas supply agreement (twenty years and extendable thereafter). The Seller’s main obligation is to make available fuel gas of agreed quality to the power plant for the full term of the contract, either from the gas wells “dedicated” to plant supply, or, at Seller’s risk, from other sources. An additional obligation is that of maintaining sufficient recoverable and deliverable gas reserves to assure an adequate supply of gas to the power plant.

The Buyer’s main obligation is to accept (and pay for) the gas offered for delivery to the plant, or, if it does not accept the gas offered, to pay for the gas not accepted, subject to its right to “make up” the gas not delivered. The specific delivery/acceptance requirements and scheduling would be set out in

the Annual Contract Quantity appendix, and subject to annual readjustment within predetermined percentage ranges. (See Article 7.)

Article 3 prescribes the commencement date for supply/acceptance obligations and the conditions precedent that must be met (or waived) for commencement of service.

1.2 Financial Provisions

The price of the gas to be supplied is a negotiated base price that is adjusted annually according to indices

1.3 Other Significant Provisions

Other significant contract provisions include the Seller's obligation to deliver gas of specified quality based on the operating requirements of the power plant. Failure to deliver gas of the specified quality ("off-spec") may subject the Seller to liability for liquidated damages or possible contract termination. Gas quality parameters include heating value, inert gases, hydrogen sulfide (H_2S), total sulfur, water, hydrocarbon dew point, pressure and temperature at the delivery point. Given general gas industry specifications for maximum H_2S contamination of 23 mg/m^3, gas supplied from the field being developed under the SGGA program will require processing to remove contaminants to achieve fuel quality gas.

2 Model Gas Supply Agreement

This Agreement is made on this [ ] day of [ ] of [ ] by and between: Afghan Gas Enterprise, a company incorporated under the laws of the Islamic Republic of Afghanistan, as an instrumentality of the Islamic Republic of Afghanistan with its [registered office] [principal office] at [ ] (hereinafter referred to as the "Seller", which expression includes its successors and permitted assigns); and [ ] a company incorporated under the laws of [ ] with its [registered office] [principal office] at [ ] (hereinafter referred to as the "Buyer" which expression includes its successors and permitted assigns).

WHEREAS

A. The Seller has offered to sell Natural Gas sourced from the Gas Fields and deliver the same to the Nominated Receiving Facilities for the Sheberghan Independent Power Plant.
B. The Buyer has offered to purchase Natural Gas to meet the fuel requirements for the Sheberghan Independent Power Plant.
C. The Parties intend to enter into this Agreement to perform their respective obligations according to the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants set forth herein, the Parties hereby agree as follows:

2.1 Article 1: Definitions & Interpretation

Article 1.1 Definitions

1.1.1 "Acceptable Bank" means either (a) a first class international credit institution with a combined capital and surplus of [USD [1,000,000,000]] or more and whose long term debt is rated at least [A minus (A-) (or equivalent)] by Standard and Poor's Corporation or [A3 (or equivalent)] by [Moody's Investor Services Inc.

1.1.2 "Adjusted ACQ" or "AACQ" shall have the meaning ascribed to it under Article 7.2.

1.1.3 "Affiliate" means, with respect to any Party, any Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Party or Person, including any subsidiary or parent undertaking of the Seller or the Buyer or any other subsidiary or parent undertaking of that parent undertaking. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power or ability to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

1.1.4 "Agreement" means this Gas Purchase and Sale Agreement together with the Exhibits, Exhibits and attachments, as may be amended, modified, assigned or novated from time to time.

1.1.5 "Alternate Fuel(s)" means fuel other than Natural Gas listed in Exhibit A along with their respective specifications.

1.1.6 "Annual Contract Quantity" or "ACQ" shall have the meaning ascribed to it under Article 7.1(a).

1.1.7 "Annual Payment Statement" shall have the meaning ascribed to it under Article 18.1(c). "Annual Program" shall have the meaning ascribed to it under Article 12.1(c).

1.1.8 "EXHIBIT" shall have the meaning ascribed to it under Article 27.3.

1.1.9 "Approvals" mean all such authorization, approvals, licenses, consents, permits, sanctions, filings or reporting, as the case may be, as either Party may require or is required to obtain or undertake, as the case may be, under the Laws to fulfill any one or more of its obligations and which are more particularly described in Exhibit 1.1B, as may

be modified or amended by either Party from time to time by written notice to the other Party.

1.1.10 "Banking Day" means a day (other than a Sunday) on which commercial banks are open for general commercial business in the New York City, New York.

1.1.11 "Basic Term" means the period referred to in Article 4.1.

1.1.12 "Btu", "BTU" or "British Thermal Unit" means the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 59.0 to 60.0 degrees Fahrenheit at an absolute pressure of 14.696 pounds per square inch.

1.1.13 "Build-Up Period" shall have the meaning ascribed to it under Article 6.1.

1.1.14 "Buyer" shall have the meaning ascribed to it in the preamble of this Agreement.

1.1.15 "Buyer Termination Event" shall have the meaning ascribed to it in under Article 20.1.

1.1.16 "Buyer's Downward Flexibility Quantity" means the decrease in quantity of Natural Gas as the Buyer may require from the Seller in accordance with Article 7.6.

1.1.17 "Buyer's Downward Flexibility" shall have the meaning ascribed to it under Article 7.6.1. "Buyer's Equipment" shall have the meaning ascribed to it under Article 9.2.2.

1.1.18 "Buyer's Upward Flexibility" shall have the meaning ascribed to it under Article 7.5.2.

1.1.19 "Buyer's Upward Flexibility Quantity" means the quantity of Natural Gas required to be supplied to the Buyer in accordance with Article 7.5.

1.1.20 "Calibration" means the process of determining the characteristic relation between the values of the physical quantity applied to the instrument and the corresponding positions of the relevant index and derivations of the term

1.1.21 "Calibration" shall be construed accordingly.

1.1.22 "Certificate(s)" means a statement of proven gas reserves for Gas Fields from an Independent Reserves Consultant that such reserves available to the Seller for sale to the Buyer are in excess of the amounts required to meet the Gas Supply Obligation.

1.1.23 "Commissioned" means declared ready for commercial operation under the provisions of any of the relevant agreements with Main Contractors. The terms

1.1.24 "Commission" and "Commissioning" shall be construed accordingly.

1.1.25 "Conditions Precedent" means the conditions listed under Article 3.2 and Article 3.3, the satisfaction or waiver of which in accordance with the terms of this Agreement is necessary for all parts of this Agreement to come into full force and effect in terms of Article 3.

1.1.26 "Confidential Information" shall have the meaning ascribed to it under Article 26.1. "Contract Price" shall have the meaning ascribed to it under Article 16.

1.1.27 "Contract Term" means the Basic Term, together with any Recovery Period and Extension Period.

1.1.28 "Contract Year" means:

a. With respect to the first Contract Year the period commencing at 00:00 hours on the Start Date and ending at 00:00 hours on the 31st Day of March immediately following such Start Date;
b. Subsequently each period of [12] consecutive Months commencing on the 1st Day of April following the end of the first Contract Year and ending at 00:00 hours on the 31st Day of March of each subsequent Contract Year; and
c. In respect of the last Contract Year, the period starting on the 1st Day of April of the last Contract Year and ending at 00:00 hours on the Exhibited Expiry Date.

1.1.29 "Contracted Customers" means the existing and any future customers or third parties, other than the Buyer, which have an agreement for a term not less than 5 years to take delivery of Natural Gas from the Gas Fields.

1.1.30 "Contracted Quantities" means the aggregate quantities of Natural Gas supplied or agreed to be supplied to the Contracted Customers from the Gas Fields.

1.1.31 "Day" means a period of [24] consecutive hours starting at 00:00 hours on each day and ending at 00:00 hours on the following day and the date of any Day shall be the date at its beginning as defined herein provided that the first Day shall commence at [00:00] hours on the Start Date. The term "Daily" means from Day to Day.

1.1.32 "Delivery Point" means the point indicated in the schematic diagram in Exhibit C in the Nominated Receiving Facilities at which the pipeline of the Seller joins the off-take manifold of the Natural Gas off-take system.

1.1.33 "Delivery Pressure" shall have the meaning ascribed to it under Article 8.2(b) (ii).

1.1.34 "Delivery Rate" means the rate expressed in SCM at which Natural Gas may be off-taken by the Buyer at the Delivery Point during any 1 hour period in a Day under this Agreement and which shall be calculated in accordance with the formula specified in Exhibit 1.1D.

1.1.35 "Delivery Temperature" shall have the meaning ascribed to it under Article 8.2.3.

1.1.36 "Development Guarantee" shall have the meaning ascribed to it under Article 3.1.2.

1.1.37 "Dispute" shall have the meaning ascribed to it under Article 23.1.1.

1.1.38 "Dispute Notice" shall have the meaning ascribed to it under Article 23.1.1.

1.1.39 "Excess Quantities" means the quantities of Natural Gas available from the Gas Fields during any Contract Year after meeting the aggregate of:

a. Contracted Quantities, and
b. The quantities of Natural Gas to be supplied by the Seller for the Contract Year in question.

1.1.40 "Expert" shall have the meaning ascribed to it under Article 23.2.1.

1.1.41 "Extension Period" means the period after the Basic Term and Recovery Period, if any, during which this Agreement is extended in accordance with Article 4.3.

1.1.42 "Financial Assignee" shall have the meaning ascribed to it under Article 27.2.

1.1.43 "Financial Closing" in respect of either Party means the execution and delivery of all financial and security arrangements or agreements by the relevant Party to the satisfaction or the waiver by the relevant Party of the conditions precedent to initial draw on the finance facility provided under such financial and security arrangements or agreements.

1.1.44 "First Delivery" means the first supply of Natural Gas delivered at the Delivery Point in accordance with this Agreement.

1.1.45 "First Recovery Period" means the initial period of up to 12 months within the Recovery Period.

1.1.46 "Force Majeure" shall have the meaning ascribed to it under Article 19.2.

1.1.47 "Force Majeure Restoration Quantities" shall have the meaning ascribed to it under Article 7.8.1.

1.1.48 "Gas Fields" means the gas fields located at the Juma and Bashikurd gas fields from which Natural Gas shall be sourced under this Agreement.

1.1.49 "Gas Supply Obligation" means, at any given time, the amount of Natural Gas required to satisfy the then remaining obligation of the Seller to deliver Natural Gas under this Agreement and to the Buyer.

1.1.50 "Governmental Instrumentality" means the Ministry of Mines or any other ministry or authority of the Islamic Republic of Afghanistan that exercises any state function.

1.1.51 "Gross Heating Value (Volume Based)" means the quantity of heat expressed in Btu produced by the complete combustion in air of one cubic foot of anhydrous gas, at a temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.696 pounds per square inch, with the air at the same temperature and pressure as the gas, after cooling the products of the combustion to the initial temperature of the gas and air and after condensation of the water formed by combustion.

1.1.52 "Independent Reserves Consultant" means an internationally reputed independent consultant experienced in assessing and certifying Natural Gas reserves mutually acceptable to the Parties.

1.1.53 "Invoice Dispute Notice" shall have the meaning ascribed to it under Article 18.3.3.

1.1.54 "Joint Ticket" shall have the meaning ascribed to it under Article 9.5.

1.1.55 "Law(s)" means applicable laws of the Islamic Republic of Afghanistan or any other government as may be specified in this Agreement.

1.1.56 "Lender(s)" means any Person(s) providing finance or financial support, in any form, to the Parties in connection with the Seller's Facilities, the Nominated Receiving Facilities and the Independent Power Plant, as the case may be, and includes any export credit agencies, funding agency, insurance agency or similar institution providing finance or financial support or providing support in relation to the provision of such finance or financial support and shall also include, for the avoidance of doubt, any successors in title or assigns.

1.1.57 "Libor" means the London interbank offered rate, which means

a. the rate per annum of the offered quotation for deposits in USD for the 3 Month period that appears on Telerate Page 3750 at or about 11:00 hours London time on each relevant Day; or

b. if no such offered quotation appears on the Telerate Page 3750, the annual rate quoted by National Westminster Bank to leading banks in the London interbank market at or about 11:00 hours London time on each relevant Day for the offering of deposits in USD for a 3 Month period. For the purposes of this definition,

1.1.58 "Telerate Page 3750" means the display designated as "Page 3750" on the Telerate Service (or other such page as may replace Page 3750 on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for deposits in USD).

1.1.59 "Main Contractors" mean the contractors of the Buyer for the construction of the Nominated Receiving Facilities and the Sheberghan Independent Power Plant with a single order of value equal to or greater than US$ (financial information omitted) and the contractors of the Seller for the construction of the Seller's Facilities, with a single order of value equal to or greater than US$ (financial information omitted).

1.1.60 "Main Packages" means the list of main equipment supply, erection and commissioning contracts with a single order of value equal to or greater than US$ (financial information omitted) for the Nominated Receiving Facilities and the Sheberghan Independent Power Plant and/or with a single order of value equal to or greater than US$ (financial information omitted) for the Seller's Facilities.

1.1.61 "Make Good Quantities" shall have the meaning ascribed to it under Article 7.7.1.

1.1.62 "Make-Up Entitlement" shall have the meaning ascribed to it under Article 7.4.1.

1.1.63 "Make-Up Quantities" means the quantity to be supplied by the Seller to the Buyer in any Contract Year in accordance with Article 7.4.

1.1.64 "Maximum Daily Quantity" or "MDQ" shall have the meaning ascribed to it under Article 7.1.2.

1.1.65 "Maximum Off-take Rate" or "MOR" means the maximum rate (expressed in SCM) at which Natural Gas may be off-taken under this Agreement by the Buyer at the Delivery Point during any 1 hour period in a Day and which shall be calculated in accordance with the formula set out in Exhibit E.

1.1.66 "Measurement Facilities" means the facilities as set out in Exhibit 9.1.

1.1.67 "MMBtu" means 1million Btu.

1.1.68 "Monitoring Committee" shall have the meaning ascribed to it under Article 3.5.1.

1.1.69 "Month" means an English calendar month commencing on the first Day of that calendar month and ending at 00:00 hours on the first Day of the next calendar month provided that the first Month of this Agreement shall commence on the Start Date and end at 00:00 hours on the first Day of the next calendar month and the final Month shall end at 00:00 hours on the date of termination or expiry of this Agreement and commence at 00:00 hours on the first Day of a calendar month, whichever such Day was the last to occur prior to such termination or expiry.

1.1.70 "Monthly Payment Statement" shall have the meaning ascribed to it under Article 18.1.

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

1.1.72 "Nominated Daily Quantity" shall have the meaning ascribed to it under Article 12.2.2.

1.1.73 "Nominated Receiving Facilities" means the facilities as set out in Exhibit 1.1F that shall be used to receive the Natural Gas from the pipeline at the Independent Power Plant.

1.1.74 "Notice of Satisfaction" means the written notice to be issued by each Party to the other Party, in the form set out in Exhibit 1.1G, certifying that the Party issuing such notice has satisfied the Conditions Precedent in accordance with Article 3.4.2.

1.1.75 "Off-Spec Natural Gas" shall have the meaning ascribed to it under Article 8.2.1.

1.1.76 "Party" means either the Buyer or the Seller and the "Parties" means a joint reference to the Buyer and the Seller.

1.1.77 "Person" means any individual, corporation, partnership, trust, society, unincorporated organization or other legal entity, including any Governmental Instrumentality.

1.1.78 "Proven Remaining Recoverable Reserves" means Natural Gas reserves which have been proved to be economically recoverable to a high degree of certainty by reason of actual completion and/or successful testing of wells, or in certain cases by adequate core analyses and which have been redefined aerially by reasonable geological interpretation of structure and known continuity of oil saturated or gas saturated material.

1.1.79 "Prudent Operating Practices" means those practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use in the international Natural Gas and power generation industries taking into account conditions in Afghanistan, and commonly used in to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to all such facilities as are intended to be constructed and operated to produce, process and deliver Natural Gas to the Buyer including the Seller's Facilities, Nominated Receiving Facilities, and Sheberghan Independent Power Plant.

1.1.80 "Quantity Deficiency" shall have the meaning ascribed to it under Article 7.3.1.
"Recovery Period" shall have the meaning ascribed to it under Article 4.2.

1.1.81 "Exhibited Expiry Date" means the Day that:

a. falls on the 20th anniversary of the Start Date; or
b. is the last Day of any Recovery Period; or (c) is the last Day of any Extension Period, as the case may be.

1.1.82 "Second Recovery Period" means the period not exceeding 12 Months following the last Day of the First Recovery Period.

1.1.83 "Seller" shall have the meaning ascribed to it in the preamble of this Agreement.

1.1.84 "Seller's Daily Shortfall" shall have the meaning ascribed to it under Article 14.3.5.

1.1.85 "Seller's Downward Flexibility" shall have the meaning ascribed to it under Article 7.9.1.

1.1.86 "Seller's Downward Flexibility Quantity" means the reduced quantity of Natural Gas as the Seller may supply to the Buyer in accordance with Article 7.9.

1.1.87 "Seller's Facilities" means the Seller's Natural Gas treatment plants, pipelines, machinery, measurement equipment at the Delivery Point, other metering facilities and other equipment necessary for flow control and the processing, compression, measuring and testing of Natural Gas to enable delivery of Natural Gas to the Buyer at the Delivery Point.

1.1.88 "Seller Termination Event" shall have the meaning ascribed to it under Article 20.2.

1.1.89 "Shutdown Period" shall have the meaning ascribed to it in Article 12.2.6.

1.1.90 "Standard Cubic Meter or Sm^3 or SCM" means in relation to Natural Gas, the quantity of dry ideal gas, at a temperature of 15 degree Celsius and a pressure of 1,013.25 millibar absolute contained in a volume of 1 cubic meter.

1.1.91 "Start Date" means the date as determined by the Parties in accordance with Article 5.1.3. "Supply Deficiency Quantity" shall have the meaning ascribed to it under Article 14.3.7.

1.1.92 "Take or Pay Payment Obligation" means the obligation of the Buyer under Article 7.3.1 to either take and pay for, or pay for if not taken, the Take or Pay Quantity.

1.1.93 "Take or Pay Quantity" shall have the meaning ascribed to it under Article 7.3.1.

1.1.94 "Taxes" means any (whether national, state, municipal or otherwise) tax, cess, fee, duty, and/or levy applicable to the sale, transmission and delivery of Natural Gas under this Agreement.

1.1.95 "Terminating Event" shall have the meaning ascribed to it under Article 20.4.1.

1.1.96 "Terminating Party" shall have the meaning ascribed to it under Article 20.4.1.

1.1.97 "US$" means United States Dollars, the lawful currency of the United States of America.

1.1.98 "Verification" means the process of testing any component of the Measurement Facilities, and as the case may require, any Buyer's Equipment, for the purpose of assessing any errors including, the Calibration of instruments and the assessment of whether any component of the Measurement Facilities complies with the provisions of this Agreement and derivatives of the term

1.1.99 "Verification" shall be construed accordingly.

1.1.100 "Willful Misconduct" means an intentional disregard of any provision of this Agreement by either Party that result in the following:

a. A material adverse effect on the other Party and/or any one or more of the Independent Power Plant or the Nominated Receiving Facilities, the Seller's Facilities (for the purposes of this definition, material adverse effect means any act or omission that results in a minimum loss of US$ [ ] to either Party and the Transporter); or
b. The other Party being unable to properly fulfill its obligations under this Agreement.

1.1.101 "Year" means a period of 365 consecutive Days or 366 consecutive Days when such period includes a 29th day in the Month of February.

Article 1.2 Interpretations

Unless the context otherwise requires, this Agreement shall be construed in accordance with the following principles:

a. Words using the singular or plural number also include the plural or singular number, respectively.
b. The terms "Article", "sub-Article", "Paragraph", "Clause", and "Exhibit" refers to the specified Article, paragraph, clause, sub-Article, and Exhibit respectively of this Agreement.
c. Each of the Exhibits and Exhibits to this Agreement and any amendments, modifications, substitutions, additions, deletions or any other alterations, as may be made in writing from time to time, to any of the Exhibits, shall be deemed to form a part of this Agreement and such Exhibit and each of any amendments, modifications, substitutions, additions, deletions or any other alterations, as may be made in writing from time to time, to any of the

Exhibits, shall be effective from the date of such amendments, modifications, substitutions, additions, deletions or any other alterations or such other date as may be stipulated in writing by the Parties.

d. Stylized typefaces and headings are only for convenience and shall not be considered for the purposes of interpretation/construction of this Agreement.
e. This Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement. This Agreement shall be deemed to have been drafted by the Parties and, in the event of a dispute shall not be construed against either Party.
f. The terms and conditions set forth in this Agreement shall apply to all Exhibits, bits or attachments unless otherwise specifically stated. The provisions of this Agreement and any Exhibit shall be interpreted by the Parties so as to avoid any conflict between them. However, in the event that such a conflict cannot be avoided, the Articles of this Agreement shall prevail.
g. References to any statute or statutory provision or order or regulation made under its authority shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether prior to or after the date hereof.
h. References to the words "include" or "including" shall be construed without limitation.
i. Words and phrases used herein but not defined shall have the meaning generally understood and accepted internationally in the Natural Gas, and power generation industries.

2.2 Article 2: Scope

Article 2.1 Sale and Purchase

With effect from the Start Date and for the duration of this Agreement, the Seller shall deliver Natural Gas from the Gas Fields to the Buyer and the Buyer shall purchase Natural Gas from the Seller in accordance with the terms and conditions of this Agreement.

Article 2.2 Natural Gas Supply

The Natural Gas to be delivered under this Agreement shall be sourced from the Gas Fields in accordance with the terms and conditions of the Production Sharing Agreement dated [,201_] and the Seller undertakes that at all times throughout the Contract Term it shall maintain the Production Sharing Agreement in full force and effect and shall do and take all other actions as are reasonably possible, including executing additional agreement(s) in order to preserve and maintain the supply of sufficient quantities of Natural Gas to enable the Seller to fulfill its obligations under this Agreement.

Article 2.3 Reserves of Natural Gas

2.3.1 The Seller warrants that the amount of Proven Remaining Recoverable Reserves shall not be less than the quantity of Natural Gas that is required to fulfill the Gas Supply Obligation. The Seller shall provide the Buyer with an annual report that will reasonably demonstrate that such warrant remains true and correct. The Seller shall not unreasonably refuse the Buyer's request to have access to documents and personnel or for the Seller to secure an updated Certificate(s) or opinion of the Independent Reserves Consultant, as may reasonably be required to demonstrate the veracity of such annual report.

2.3.2 The Seller shall promptly inform the Buyer if:

a. Seller enters into an agreement having a term exceeding 5 years for the delivery of quantities of Natural Gas supplied from the Proven Remaining Recoverable Reserves which are in addition to those quantities which have been committed to be provided to the Buyer and the Contracted Customers as at the date of this

Agreement; or

b. Seller becomes aware of any information which indicates unforeseen adverse changes in the Proven Remaining Recoverable Reserves.

2.3.3 In either case, the Seller shall provide such information as the Buyer may reasonably request to verify the amount of Proven Remaining Recoverable Reserves available to support the Seller's commitments and to the Contracted Customers. In the case of Article 2.3.2(b), if the adverse changes result in the Proven Remaining Recoverable Reserves becoming less than the Gas Supply Obligation, the Seller shall take all available steps [to enforce its rights under the gas supply agreement with the Seller] to [have the Seller] designate additional Natural Gas reservoirs as supply sources such that the Proven Remaining Recoverable Reserves (as supplemented) are sufficient to satisfy the Gas Supply Obligation.

Article 2.4 Seller's Facilities

The Seller warrants that it will construct and operate Sellers Facilities, and at all relevant times during the Contract Term shall cause the Sellers Facilities to be maintained and operated in accordance with Prudent Operating Practices in the performance of its obligations under this Agreement.

Article 2.5 Nominated Receiving Facilities

The Buyer warrants that it will construct and operate the Nominated Receiving Facilities and the Sheberghan Independent Power Plant, and at all relevant times during the Contract Term shall cause the Nominated Receiving Facilities and the Sheberghan Independent Power Plant to be maintained and operated in accordance with Prudent Operating Practices in the performance of its obligations under this Agreement.

Article 2.6 Buyer’s Use of Natural Gas

Notwithstanding Article 2.5, nothing in this Agreement shall be construed as an imposition of a limitation of the right of the Buyer to use the Natural Gas sourced from the Gas Fields for purposes other than for generation of electricity by Sheberghan Independent Power Plant. It is understood that the Buyer will be free to use the Natural Gas for any of its other use that the Buyer may deem appropriate.

2.3 Article 3: Commencements of Obligations

Article 3.1 Effectiveness of Obligations on Execution

This Agreement shall be effective upon execution by the Parties, however, the provisions of Articles 14.1, 14.2, 23, 25, 26, 27 and 28 shall not be subject to enforcement unless and until the conditions specified in Articles 3.2 and 3.3 have been satisfied or waived in accordance with Article 3.4.7 and Article 3.4.8.

Article 3.2 Seller's Conditions Precedent

The Seller's Conditions Precedent are as follows:

a. The Seller shall have obtained the Approvals listed in Exhibit A;
b. The Seller shall have obtained valid possession, appropriate legal rights and title to the land required for the Seller's Facilities;
c. The Seller shall have made all necessary arrangements and executed all necessary agreements to tender Natural Gas for delivery at the Delivery Point and will also have met or satisfied all conditions precedent to ensure the effectiveness of such agreements;
d. The Seller shall have achieved Financial Closing in respect of the Seller's Facilities; and

e. The Seller shall have placed orders for the Main Packages for the Seller's Facilities listed in Exhibit C.

Article 3.3 Buyer's Conditions Precedent

The Buyer's Conditions Precedent are as follows:

a. The Buyer shall have obtained the Approvals listed in Exhibit A;
b. The Buyer have achieved Financial Closing in respect of the Sheberghan Independent Power Plant and Nominated Receiving Facilities; and
c. The Buyer shall have placed orders in respect of the Main Packages for Sheberghan Independent Power Plant and Nominated Receiving Facilities listed in Exhibit C.

Article 3.4 Satisfaction of Conditions Precedent

3.4.1 Except such Conditions Precedents as are waived in accordance with Articles 3.4.7 and Article 3.4.8, the Parties shall meet their respective Conditions Precedent within [180] Days of the date of this Agreement unless such period is mutually extended in writing by the Parties.

3.4.2 If during such [180] Day period or extension thereof, either Party is prevented from fulfilling its Conditions Precedent because of Force Majeure, then such period shall stand extended by the number of Days the Force Majeure subsists. Any extension on account of Force Majeure shall be valid for maximum of [180] Days. If the event of Force Majeure continues for more than 180 Days, this Agreement shall terminate.

3.4.3 For the purposes of this Article 3, Force Majeure shall have the meaning ascribed to it under Article 19.2. Further, the provisions of Article 19.3 and Article 19.4, as applicable, shall govern the respective rights, duties and obligations of the Parties during the period an event of Force Majeure referred to in this Article 3.4.1.

3.4.4 Each Party shall within such [180] Day period or any extension thereof issue to the other Party a Notice of Satisfaction along with evidence of fulfillment of the Conditions Precedent unless waived in accordance with the terms hereof. Upon receipt of such notice by the other Party, the other Party shall confirm its acceptance, which acceptance shall not be unreasonably withheld or denied, in writing that the relevant Conditions Precedent have been satisfied and/or may request that further evidence in support of satisfaction of such Conditions Precedent be provided by the Party. Notice of Satisfaction by either Party shall be effective as of the date of its acceptance by the other Party.

3.4.5 In the event that either Party reasonably expects a delay in meeting any of its Conditions Precedent, it shall immediately inform the other Party in writing and may request such other Party for an extension of the time available for meeting the relevant Condition(s) Precedent. The other Party, at its sole discretion, may allow an extension of such time period.

3.4.6 In the event that either Party fails to meet or waive its Conditions Precedent in accordance with this Agreement within the period of 180 Days stipulated in Article 3.4.2, except to the extent the time period is extended due to the occurrence of Force Majeure, this Agreement shall terminate, unless mutually extended by the Parties.

3.4.7 In the event that this Agreement terminates in accordance with Article 3.4.6 and if the Buyer has issued a Notice of Satisfaction prior to such termination, then notwithstanding the Seller not accepting such Notice of Satisfaction in accordance with Article 3.4.2, the Buyer shall, without prejudice to any other right that it may have under the Laws, also have the right to call and appropriate for itself the Development Guarantee.

3.4.8 The Parties may agree to jointly waive any of the Conditions Precedent required to be fulfilled by the Seller in which event such Conditions Precedent shall be deemed to have been satisfactorily fulfilled by the Seller.

3.4.9 The Buyer may, with prior written notice to the Seller, waive any of its Conditions Precedent in which event such Conditions Precedent shall be deemed to have been

satisfactorily fulfilled by the Buyer.

Article 3.5 Monitoring Committee

3.5.1 The Parties shall form a committee (the "Monitoring Committee") within 30 Days of the date of this Agreement consisting of 3 members, of which 1 member is to be nominated by each Party and the 2 members so appointed by the Parties shall jointly appoint the 3rd member.

3.5.2 The Parties shall keep the Monitoring Committee informed of their respective progress in satisfying the Conditions Precedent.

3.5.3 The Monitoring Committee shall meet within 30 Days of its constitution and agree on the procedures for conducting its proceedings and on sharing administrative costs.

3.5.4 The Monitoring Committee shall monitor the progress made by the Buyer and the Seller in ensuring that their respective facilities, including the Independent Power Plant, and the Nominated Receiving Facilities, are ready such that the Parties can meet their obligations under this Agreement through to the Start Date and as may be relevant thereafter. The Parties shall be obliged to submit monthly progress reports in respect of the facilities to be constructed by them to fulfill the obligations under this Agreement including the Seller's Facilities, the Independent Power Plant, and the Nominated Receiving Facilities. Such reports shall include the details of progress made against various construction milestones and progress in complying with the respective Conditions Precedent.

3.5.5 The Monitoring Committee shall have the right to seek such additional information as it may require to determine the likely dates on which the respective facilities of the Parties (including the Independent Power Plant and the Nominated Receiving Facilities) are likely to be Commissioned. The Parties shall make such information available to the Monitoring Committee within [15] Days of such information being sought.

3.5.6 The Parties shall maintain close communication and mutually provide and exchange available information directly relevant to the fulfillment of the Conditions Precedent.

3.5.7 The Monitoring Committee shall cease to exist upon either the satisfactory fulfillment, or the waiver in accordance with this Agreement, of the Conditions Precedent by the Parties. The Parties shall have the right, at least 60 Days before the Start Date, to mutually agree on any extension of the term of the Monitoring Committee including the terms of reference and constitution of the Monitoring Committee.

2.4 Article 4: Duration

Article 4.1 Basic Term

The Basic Term of this Agreement shall be for 25 Years from the Start Date, unless terminated earlier under the provisions of Article 20.

Article 4.2 Recovery Period Extension

4.2.1 In the event that the Buyer reasonably believes that it cannot take the Make-Up Quantities, the Make Good Quantities and/or any Force Majeure Restoration Quantities during the Basic Term, it may, by written notice to the Seller no later than 12 Months prior to the expiry of the Basic Term, notify the Seller of the additional period, not exceeding [24] Months beyond the Basic Term (the "Recovery Period"), that it requires to take the Make-Up Quantities, the Make Good Quantities and/or the Force Majeure Restoration Quantities.

4.2.2 This Agreement shall be extended to the extent of the Recovery Period and will be performed in accordance with the terms and conditions for the Basic Terms of this Agreement.

Article 4.3 Extension of Basic Term

4.3.1 No later than [18] Months prior to the expiry of the Basic Term or Recovery Period, if any, the Buyer may notify the Seller in writing of its desire to extend the term of this Agreement by an additional period of [24] Months. Within [15] Days of receipt of such notice from the Buyer, the Parties shall enter into good faith negotiations to agree the terms and conditions upon which Natural Gas shall be supplied by the Seller to the Buyer.

4.3.2 The Parties shall thereafter extend the term of this Agreement for such period and terms as may be mutually agreed. In the event that the Parties fail to reach written agreement within a period of [6] Months from the date of commencement of such negotiation, this Agreement shall conclude at the end of the Basic Term or Recovery Period, if any.

2.5 Article 5: Commencement of First Deliveries

Article 5.1 Determination of Start Date

5.1.1 No later than [36] Months from the Notice of Satisfaction issued by either Party in accordance with Article 3.4, the Buyer shall nominate a date for the receipt of the First Delivery of Natural Gas under Article 6.1 and shall so notify the Seller in writing.

5.1.2 No later than [365] Days prior to the date nominated under Article 5.1, the Buyer shall inform the Seller in writing of any revision in the date nominated for the receipt of the First Delivery of Natural Gas within such period.

5.1.3 No later than [180] Days prior to the date nominated under either Article 5.1.1 or 5.1.2 for First Delivery of Natural Gas, the Buyer shall inform the Seller in writing of the date for receipt of the First Delivery of Natural Gas and the Seller shall confirm its ability to commence the delivery of Natural Gas.

5.1.4 The Start Date shall be the day at the beginning of the 12 hour period during which the First Delivery of Natural Gas commences.

5.1.5 In the event that the Buyer fails to give any notice provided for within the applicable deadline date for giving such notice, the Buyer shall be deemed to have notified the date or period, as applicable, which shall be the latest possible for giving written notice to the Seller.

Article 5.2 Effect of Force Majeure

5.2.1 If Force Majeure occurs during the period between the date of the Notice of Satisfaction issued by either Party in accordance with Article 3.4 and the Start Date, the application of Article 5.1 shall be suspended while Force Majeure persists. Provided, that any suspension shall be valid for maximum of [365] Days on account of Force Majeure. In the event that Force Majeure persists for more than [365] Days, this Agreement shall terminate at the election of the Party that received the notice of Force Majeure.

5.2.2 For the purposes of Article 5.1, Force Majeure shall have the meaning ascribed to it under Article 19.2. Further, the provisions of Article 19.3 and Article 19.4, as applicable, shall govern the respective rights, duties and obligations of the Parties during the Period of Force Majeure referred to in Article 5.2.1 persists.

2.6 Article 6: Delivery Obligations & Delay during Build-Up Period

Article 6.1 Delivery Rate

6.1.1 Delivery rate during the Build-Up Period shall be as shown in Exhibit D.

6.1.2 The Delivery rate as ACQ for the remaining period of the Agreement shall be as shown in Exhibit D.

Article 6.2 Delay in First Delivery

6.2.1 The First Delivery shall be deemed to have taken place on the Start Date only if the Natural Gas delivered by the Seller to the Buyer at the Start Date fulfills the quality

specifications set out under Article 8.1.1.

6.2.2 In the event that the Seller delays the First Delivery of Natural Gas beyond the Start
6.2.3 Date for reasons other than Force Majeure, the provisions of Article 6.3 shall apply.

6.2.4 In the event that the Buyer is not in a position to take the First Delivery for reasons other than Force Majeure and the Seller is in a position to make the First Delivery, the provisions of Article 7.3 shall apply.

Article 6.3 Liquidated Damages for Delay in Delivery After Start Date

6.3.1 If the Seller delays the First Delivery beyond the Start Date and the Independent Power Plant has not been commissioned, the Seller shall not be liable to pay any liquidated damages to the Buyer.

6.3.2 If the Seller delays the First Delivery beyond the Start Date and the Nominated Receiving Facilities have been Commissioned but the Independent Power Plant has not been Commissioned, the Seller shall pay to the Buyer, for each Day of such delay, liquidated damages as follows:

a. For first [ ] Months following the Start Date, the liquidated damages payable by the Seller to the Buyer shall be an amount calculated in accordance with the following formula: [daily gas requirements in SCM for full quantity] x Contract Price of Natural Gas for the first Contract Year.

b. Following such [ ] Months period, the liquidated damages payable by the Seller to the Buyer for the period of delay following such [ ] Months period shall be an amount calculated in accordance with the following formula: [daily gas requirements in SCM for full quantity] x Contract Price of Natural Gas for the first Contract Year. Provided that such liquidated damages shall not exceed a value equivalent to [daily gas requirements in SCM for full quantity] x Contract Price of Natural Gas for the first Contract Year].

6.3.3 The Seller and the Buyer agree and acknowledge that the liquidated damages specified in this Article 6.3 in respect of any delay in supply of Natural Gas beyond the Start Date constitute a genuine and reasonable pre-estimate of losses that the Buyer shall incur as a consequence of its financial commitments, including, the Power Purchase Agreements (PPA) that the Buyer has executed with its power purchasers.

6.3.4 In the event that the delay in First Delivery, as mentioned in Article 6.3.2 is less than a full Day, then the liquidated damages payable by the Seller to the Buyer for such part of the Day during which the delay persists, shall be calculated on a pro-rata basis.

2.7 Article 7: Quantities

Article 7.1 Annual Contract Quantity

7.1.1 The annual contract quantity ("ACQ") is the quantity of Natural Gas required by the Buyer in any Contract Year and shall be expressed in Standard Cubic Meters in respect of each Contract Year.

7.1.2 After the Build-Up Period, the ACQ shall be [ ] SCM. In case of the Contract Year immediately following expiry of Build-Up Period and the last Contract Year, the ACQ shall be adjusted by the same proportion as the number of Days in that year to 365.

7.1.3 The "Maximum Daily Quantity" or "MDQ" that the Buyer shall be entitled to off-take on a daily and hourly basis from the Seller shall be as shown in Exhibit E.

7.1.4 In the event that in any Contract Year the quantity of Natural Gas to be supplied by the Seller in accordance with this Article 7 is in excess of the ACQ, the Seller is only obligated to supply such excess Natural Gas quantities only on a reasonable endeavors basis.

Article 7.2 Adjusted ACQ

7.2.1 The ACQ shall be adjusted to account for the reduction and aggregation of Natural Gas quantities specified in this Article 7. For each Contract Year, there shall be an adjusted

ACQ ("**AACQ**") which shall be the aggregate of:

a. ACQ;
b. Make Up Quantities;
c. Buyer's Upward Flexibility Quantity;
d. Make Good Quantities;
e. Force Majeure Restoration Quantities; Less:
f. Buyer's Downward Flexibility;
g. Seller's Downward Flexibility;

7.2.2 For the purpose of determining AACQ during the Recovery Period, the ACQ shall be taken as zero.

Article 7.3 Take or Pay Payment Obligation

7.3.1 With the exception of the initial 12 Months of the Build-Up Period, during each Contract Year the Buyer shall be obliged to take and pay for the Take or Pay Quantity; or if not taken, to pay for the difference of Take or Pay Quantity not taken ("**Quantity Deficiency**"). Payment for any Quantity Deficiency will be made at the Contract Price for that Contract Year calculated in accordance with Article 16.

7.3.2 The "**Take or Pay Quantity**" shall be the quantity equal to [%] of the difference between the AACQ and

a. any Make-Up Quantities;
b. quantities of Natural Gas not delivered by the Seller during such Contract Year under the provisions of this Agreement for reasons including Force Majeure; and
c. quantities of Natural Gas not taken by the Buyer for reasons of Force Majeure and as otherwise permitted by this Agreement.

7.3.3 Without prejudice to its right to nominate alternate buyers under Article 15.1, in the event that the Buyer reasonably believes at any time during a Contract Year that it will not be able to take delivery of all or any part of the Take or Pay Quantity in accordance with the applicable Annual Program, the Buyer shall by written notice to the Seller [60] Days prior to the date of delivery have the right to require an amendment to such Annual Program under Article 12.1.4 in order to take delivery of all or part of such quantity at an alternate time during that Contract Year. The Seller shall consent to such amendment to the Annual Program provided that the Natural Gas quantities requested are available to the Seller during such alternate time.

Article 7.4 Make-Up Entitlement & Make-Up Quantities

7.4.1 If under Article 7.3.1, in any Contract Year the Buyer shall have paid for any Quantity Deficiency, the Buyer shall be entitled ("**Make-Up Entitlement**") to take from the Seller, in subsequent Contract Years, without charge, the aggregate of the Quantity Deficiency to the extent previously not taken.

7.4.2 The Buyer shall, insofar as is reasonable under the circumstances, exercise its Make-Up Entitlement arising in any Contract Year as soon as practicable in the subsequent Contract Years.

7.4.3 Any Make-Up Quantities shall be requested by the Buyer in accordance with Article 12.1. The Seller shall include such Make-Up Quantities in the Annual Program to the extent that such quantities are available to the Seller from the Excess Quantities.

7.4.4 The Buyer may request the Seller to Exhibit Make-Up Quantities for delivery during a Contract Year after the issuance of the Annual Program for such Contract Year in accordance with Article 12.1. The Seller shall revise the Annual Program to Exhibit delivery of such Make-Up Quantities to the extent that such quantities are available to the Seller from the Excess Quantities.

7.4.5 Any failure by the Seller to tender for delivery any Make-Up Quantities Exhibited for delivery in an Annual Program including any revised Annual Program in accordance therewith shall be governed by the provisions of Article 14.

7.4.6 Unless otherwise agreed, Make-Up Quantities that can be sought by the Buyer in any Contract Year (other than during the Recovery Period) shall not exceed [ ] of the ACQ.

Article 7.5 Buyer's Upward Flexibility

7.5.1 Except during the Recovery Period, the Buyer shall have the right to take, in each Contract Year, an additional quantity of Natural Gas up to [%] of the ACQ, subject to such additional quantity being available to the Seller at the time requested by the Buyer ("Buyer's Upward Flexibility").

7.5.2 Unless otherwise agreed, the aggregate of the quantities that the Buyer may take in exercise of the Buyer's Upward Flexibility shall not exceed [%] of the ACQ.

7.5.3 The Buyer's Upward Flexibility Quantity shall be requested by the Buyer at the time it provides information to the Seller in accordance with Article 12.1. The Seller shall include such Buyer's Upward Flexibility Quantity in the Annual Program to the extent that such quantity is available to the Seller from the Excess Quantities.

7.5.4 The Buyer may request the Seller to Exhibit the Buyer's Upward Flexibility Quantity for delivery during a Contract Year after the issuance of the Annual Program for such Contract Year in accordance with Article 12.1. The Seller shall revise the Annual Program to Exhibit delivery of such Buyer's Upward Flexibility Quantity to the extent that such quantity is available to the Seller from the Excess Quantities.

Article 7.6 Buyer's Downward Flexibility

7.6.1 Except during the Recovery Period, the Buyer shall, in respect of any Contract Year, be entitled to exercise a downward quantity adjustment so as to reduce the quantities of Natural Gas to be taken by the Buyer up to [%] of the ACQ for each Contract Year ("Buyer's Downward Flexibility").

7.6.2 The Buyer's Downward Flexibility Quantity shall be requested by the Buyer at the time it provides information to the Seller in accordance with Article 12.1. The Seller shall include such Buyer's Downward Flexibility Quantity in the Annual Program to the extent that such quantity is available to the Seller from the Excess Quantities.

7.6.3 The Buyer may request the Seller to Exhibit the Buyer's Downward Flexibility Quantity for delivery during a Contract Year after the issuance of the Annual Program for such Contract Year in accordance with Article 12.1. The Seller shall revise the Annual Program to Exhibit delivery of such Buyer's Downward Flexibility Quantity to the extent that such quantity is available to the Seller from the Excess Quantities.

7.6.4 Unless otherwise agreed, the aggregate of the Buyer's Downward Flexibility Quantities shall not exceed [%] of the ACQ during the Basic Term.

Article 7.7 Make Good Quantities

7.7.1 The Buyer shall make reasonable efforts to make good quantities of Natural Gas representing its exercise of the Buyer's Downward Flexibility in earlier Contract Years by purchasing, taking and paying for an equivalent quantity of Natural Gas during the remaining Contract Years in the Basic Term ("Make Good Quantities").

7.7.2 The Buyer shall notify the Seller of its intention to take such Make Good Quantities in accordance with Article 12.1. The Seller shall include such Make Good Quantities in the Annual Program to the extent that such quantities are available to the Seller from the Excess Quantities.

7.7.3 The Buyer may request the Seller to Exhibit Make Good Quantities for delivery during a Contract Year after the issuance of the Annual Program for such Contract Year in accordance with Article 12.1. The Seller shall revise the Annual Program to Exhibit delivery of such quantities to the extent that such quantities are available to the Seller from the Excess Quantities.

7.7.4 Unless otherwise agreed, the Make Good Quantities that may be sought in a Contract Year (other than during the First Recovery Period or Second Recovery Period) shall not exceed [%] of the ACQ.

Article 7.8 Force Majeure Restoration Quantities

7.8.1 In the event that the Buyer is relieved of the Take or Pay Payment Obligation in any Contract Year as a result of Force Majeure, the Buyer shall use reasonable endeavors in the subsequent Contract Years, to purchase, take and pay for the aggregate of such quantities of Natural Gas in respect of which relief has been given ("**Force Majeure Restoration Quantities**").

7.8.2 Force Majeure Restoration Quantities shall be requested by the Buyer at the time it provides information to the Seller in accordance with Article 12.1. The Seller shall include such Force Majeure Restoration Quantities in the Annual Program to the extent that such quantities are available to the Seller from the Excess Quantities.

7.8.3 The Buyer may request the Seller to Exhibit Force Majeure Restoration Quantities for delivering during a Contract Year after issuance of the Annual Program for such Contract Year in accordance with Article 12.1. The Seller shall revise the Annual Program to Exhibit delivery of such quantities to the extent that such quantities are available to the Seller from the Excess Quantities.

Article 7.9 Seller's Downward Flexibility

7.9.1 Except during the Recovery Period, the Seller shall be entitled during any Contract Year to reduce the quantity of Natural Gas to be supplied in such Contract Year to the Buyer by up to a maximum of [%] of the ACQ ("**Seller's Downward Flexibility**") provided that the Seller shall be entitled to exercise the Seller's Downward Flexibility in such Contract Year only if a scheduled maintenance of the Seller's Facilities is being undertaken.

7.9.2 The Seller shall inform the Buyer of the Seller's Downward Flexibility Quantity at the time it provides information to the Buyer in accordance with Article 12.1.2.

7.9.3 The Seller shall make reasonable endeavors to ensure that the scheduled maintenance of the Seller's Facilities is concurrent with the scheduled maintenance of the Nominated Receiving Facilities and the Independent Power Plant.

7.9.4 The Seller shall make reasonable endeavors to supply the required quantities of Natural Gas from alternate sources during the period of such scheduled maintenance of the Seller's Facilities.

Article 7.10 Order of Attribution

The quantity of Natural Gas taken in each Contract Year shall be attributed in the following order:

a. firstly, to the ACQ, as adjusted, to the extent applicable, under 7.6 (Buyer's Downward Flexibility) and 7.9 (Seller's Downward Flexibility);
b. secondly, to the Make-Up Quantities;
c. thirdly, to the Make Good Quantities;
d. fourthly, to the Force Majeure Restoration Quantities;
e. fifthly, to the Buyer's Upward Flexibility Quantity; and
f. finally, as further additional quantities to which the terms (in particular, but without limitation, the payment obligations of the Buyer) of this Agreement shall otherwise apply.

Article 7.11 Quantity to be supplied in the Recovery Period

The Seller shall not be obliged to supply in either of the First Recovery Period or the Second Recovery Period Natural Gas quantities exceeding [SCM and SCM] respectively.

Article 7.12 Quantities remaining after Recovery Period

In the event that there are quantities of Natural Gas that have not been taken by the Buyer after the end of the Recovery Period, the Parties shall meet in good faith to decide on an Exhibit to take such quantities, if so agreed by the Parties.

2.8 Article 8: Quality

Article 8.1 Natural Gas Quality and Specifications

8.1.1 Natural Gas delivered under this Agreement shall have, in its gaseous state, a Gross Heating Value of not less than [ ] Btu per SCM and not more than [ ] Btu per SCM, and shall meet the quality specifications set out in this Article and in greater detail in Exhibit G.

8.1.2 The pressure at the Nominated Receiving Facilities ("**Delivery Pressure**") shall meet the following standards:

a. The Seller shall maintain the ability to deliver and the Buyer shall maintain the ability to receive Natural Gas at 100% Nominal Capacity at the Delivery Point.

b. The Seller shall maintain a pressure less than or equal to 90 Bars at the Nominated Receiving Facilities to enable delivery of Natural Gas to the Buyer in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, the Seller shall not at any time permit the pressure at the Nominated Receiving Facilities to exceed 94.8 Bars from the Seller's Facilities. In the event that the pressure at the Nominated Receiving Facilities exceeds 94.8 Bars the Seller shall be deemed to have failed to tender Natural Gas for delivery.

c. If, on any Day, the Seller fails to maintain the Delivery Pressure at the Nominated Receiving Facilities in accordance with Article 8.1.2(b) and consequently is deemed to have failed to tender for delivery the Nominated Daily Quantity, except due to the occurrence of an event of Force Majeure, then the difference between:

   1. The Nominated Daily Quantity for such Day; and
   2. The actual quantity of Natural Gas delivered by the Seller to the Buyer on such Day shall form part of the Seller's Daily Shortfall for such Day.

d. If the pressure at the Delivery Point maintained by the Buyer on any Day exceeds the Delivery Pressure, the Seller shall use reasonable endeavors, but shall not be obliged, subject to Article 8.1.3, in accordance with Prudent Operating Practices to deliver Natural Gas at such higher pressure.

e. The provisions of Article 7.3 shall apply to such part of the Nominated Daily Quantity that the Seller is unable to tender for delivery as a result of the pressures maintained by the Buyer exceeding the Delivery Pressure.

8.1.3 The temperature at the Delivery Point ("**Delivery Temperature**") shall meet the following standards:

a. The Seller shall deliver Natural Gas to the Buyer at the Delivery Point at a temperature between 0 degrees Celsius and 15 degrees Celsius except as otherwise provided in this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event that the Seller is required to reduce pressure at the Delivery Point due to the Buyer's inability to maintain the Delivery Pressure, the Seller may deliver Natural Gas at a temperature not lower than 2 degrees below 0 degree Celsius for a maximum period of [4] consecutive hours in any Day of a Contract Year. In the event that the temperature at the Delivery Point exceeds the Delivery Temperature, the Seller shall be deemed to have failed to tender Natural Gas for delivery.

b. (b)If, on any Day, the Seller fails to maintain the Delivery Temperature at the Delivery Point in accordance with Article 8.1.3(a) and consequently is deemed to have failed to tender for delivery the Nominated Daily Quantity, except due to the occurrence of an event of Force Majeure then the difference between:

   1. The Nominated Daily Quantity for such Day; and
   2. The actual quantity of Natural Gas delivered by the Seller to the Buyer on such Day shall form part of the Seller's Daily Shortfall for such Day.

8.1.4 The rate of delivery at the Delivery Point ("**Delivery Rate**") shall meet the following standards:

a. The Buyer shall take Natural Gas under this Agreement at the Delivery Rate and shall not on any Day nominate quantities, or take delivery of Natural Gas at the Delivery Point which exceeds the Maximum Daily Quantity. The Seller shall be under no obligation to tender for delivery on any Day a quantity of Natural Gas in excess of the Maximum Daily Quantity for that Day or at rates in excess of the MOR.

b. In the event that the Buyer takes Natural Gas at a rate exceeding the MOR and if the taking of Natural Gas at such higher rate results or is likely to result in the amount of the Natural Gas taken or likely to be taken by the Buyer in such Day to exceed the Maximum Daily Quantity, then the Seller shall promptly inform the Buyer and request the Buyer to take necessary steps to ensure that the delivery rate is brought to levels below the MOR. In the event that the delivery rate remains higher than the MOR for a period exceeding [ ] hours, the Seller shall have the right reduce deliveries of Natural Gas to the Buyer to the extent necessary to ensure that the quantities delivered in that Day does not exceed the Maximum Daily Quantity.

Article 8.2 Off-Spec Natural Gas

8.2.1 If Natural Gas delivered under this Agreement fails to comply with the specification as stated in Article 8.1. ("**Off-Spec Natural Gas**"), the Seller shall promptly notify the Buyer as soon as reasonably practicable after confirming that the Natural Gas delivered is Off-Spec Natural Gas. The notice shall give details of the deficiency in meeting the specifications and the anticipated cause and likely duration of the deficiency.

8.2.2 Upon receiving notice from the Seller that Off-Spec Natural Gas has been or may be delivered, the Buyer shall advise the Seller by a notice as soon as reasonably practicable whether it agrees to accept such Off Spec Natural Gas.

8.2.3 If the Buyer takes delivery of all or any part of the Off-Spec Natural Gas, the Seller shall be deemed to have delivered such quantities of Natural Gas (with respect only to quantities actually delivered) and the Buyer shall pay [%] of the Contract Price for such quantities of Natural Gas that do not comply with the specification due to the calorific value, temperature, pressure, or C3+, provided that the continuous duration of the delivery of any such Off Spec Natural Gas.

8.2.4 If Natural Gas delivered is Off Spec Natural Gas, the Buyer may refuse to accept delivery of all such Off Spec Natural Gas until the Natural Gas offered by the Seller meets the specifications set out in Article 8.1.1. If the Buyer refuses to accept delivery of Off Spec Natural Gas, such part of the Nominated Daily Quantity on any Day that the Seller is unable to supply shall form part of the Seller's Daily Shortfall for that Day.

8.2.5 The Seller shall use reasonable endeavors to carry out remedial works as are necessary, if any, to bring future deliveries of Natural Gas within the specifications set out in Article 8.1.1 as soon as possible in accordance with Prudent Operating Practices.

8.2.6 If Off-Spec Natural Gas has been delivered by the Seller without any notice to the Buyer, then the Seller and the Buyer shall discuss in good faith how to remedy the delivery of such Off-Spec Natural Gas.

8.2.7 Any quantity of Off Spec Natural Gas so delivered without the Buyer's prior knowledge shall be deducted from the actual quantity of Natural Gas delivered for the relevant Contract Year and the remainder quantity of Natural Gas after such a deduction shall be the actual quantity of Natural Gas deemed to have been taken and for which the Buyer is obligated to make payment.

8.2.8 In the event that Off-Spec Natural Gas is delivered to the Buyer without notice or without the Buyer's consent, the Seller shall be liable for any reasonable direct costs, losses,

damages and expenses incurred directly by the Buyer as the result of damages caused to the Power Plant by such supply of Off-Spec Natural Gas; provided however, that if such costs, losses, damages and expenses result from contaminants contained in the Off-Spec Natural Gas that exceeds the maximum permitted level in Exhibit I, they shall be subject to the following limitations on the Seller's liability:

Contaminant	Seller's Maximum Liability
Heating Value: > [ ] kcal/kg for Natural Gas deliveries occurring over a period = 8 continuous hours.	NEGOTIATED AND AGREED BETWEEN THE PARTIES
Sulfur: > [ ] parts per million (ppm), but <100 ppm for Natural Gas deliveries occurring over a period = 8 continuous hours.	TO BE NEGOTIATED AND AGREED BETWEEN THE PARTIES
Insert Gases: > [ ] parts per million ppm at any time.	TO BE NEGOTIATED AND AGREED BETWEEN THE PARTIES
Water Content: > [ ] parts per million ppm at any time.	TO BE NEGOTIATED AND AGREED BETWEEN THE PARTIES

The Seller's liability for delivery of Off-Spec Gas shall be calculated on the last Day of any Month in which the Buyer prepares an invoice to the Seller for such costs, losses, damages and expenses caused by Off-Spec Natural Gas.

8.2.9 Any dispute between the Parties which may arise in respect of whether Natural Gas is Off Spec Natural Gas shall, at the request of either Party, be referred to Expert to be appointed under the provisions of Article 24.2.

Article 8.3 Acceptance of Off-Spec Natural Gas

8.3.1 In the event that the Buyer rejects Off Spec Natural Gas, the Buyer shall have the right to request the Seller to supply Natural Gas from alternate sources under Article 14.3.1 or supply Alternate Fuel under Article 15.3 of this Agreement.

8.3.2 In the event that the Buyer rejects Off Spec Natural Gas, such part of the Nominated Daily Quantity on any Day that the Seller is unable to supply shall form part of the Seller's Daily Shortfall for that Day.

2.9 Article 9: Measurements, Tests & Safety

Article 9.1 Measurement Facilities

9.1.1 The Seller shall ensure that the quantity and quality of Natural Gas delivered under this Agreement is measured at or immediately prior to the Nominated Receiving Facilities in accordance with Exhibit H. Such measurement shall be subject to periodic Calibration and independent verification in accordance with the provisions of this Article 9.

9.1.2 The volume, temperature, pressure and composition of the Natural Gas delivered under this Agreement shall be measured at the Nominated Receiving Facilities by the Measurement Facilities and the MMCSM, Gross Heating Value and MMBtu of Natural Gas delivered under this Agreement shall be calculated by applying the procedures set out in Exhibit H.

Article 9.2 Installation

9.2.1 The Seller shall provide and install the Measurement Facilities, including the turbine meters and other associated facilities for the Natural Gas volume measurement which shall meet the technical requirements specified in Exhibit 9.1. The Measurement Facilities shall be maintained and operated by the Seller at its sole expense, risk and

liability in accordance with Prudent Operating Practices.

9.2.2 The Buyer may at its own expense, risk and liability install and operate its own measurement equipment (the "**Buyer's Equipment**") which shall be either:

a. Check measuring and testing equipment immediately inside the Seller's Facilities and after the Measurement Facilities in order to verify the measurements made by the Measurement Facilities; or

b. Verify the accuracy of equipment linked directly to the Measurement Facilities to provide the Buyer direct readings and independent confirmation of measurements and tests and which are compatible with the Measurement Facilities.

9.2.3 The Buyer's Equipment shall not interfere with the use of the Measurement Facilities, provided that the Seller shall provide the Buyer with reasonable access upon prior written request by the Buyer, at Buyer's cost and risk, to permit the installation and maintenance of such Buyer's Equipment.

Article 9.3 Alternate Facilities

The Seller shall provide reasonable alternative and back-up facilities for the Measurement Facilities to ensure that withdrawal of the Measurement Facilities for maintenance or adjustment of any individual component thereof, does not affect the measurement of Natural Gas supplied from the Seller's Facilities.

Article 9.4 Inspection

9.4.1 The Buyer shall have the right, at its expense and risk, from time to time upon giving a prior written notice of [ ] Days to the Seller, to inspect the Measurement Facilities and the charts and the other measurements or test data of the Seller, provided that the readings, Calibration and adjustment of the Measurement Facilities, if any, and the modification of any charts, if required shall be carried out only by the Seller.

9.4.2 The Seller shall make available copies of the charts and other measurements or test data Buyer upon receiving the notice under Article 9.4.1.

9.4.3 The Seller shall have the right, at its expense and risk, from time to time upon giving reasonable prior written notice to the Buyer to inspect the Buyer's Equipment.

Article 9.5 Joint Measurement

9.5.1 On each Day, the Seller and the Buyer shall jointly sign a statement (the "**Joint Ticket**") showing the measurements of Natural Gas volume, pressure, temperature and composition taken by the Measurement Facilities of the quantities of Natural Gas delivered by the Seller in the previous Day and such Joint Ticket shall be used for the purposes of invoicing and payment under Article 18.

9.5.2 If the Buyer is unavailable to sign the Joint Ticket, then the Joint Ticket, as signed singly by the Seller, shall be considered final for the purposes of this Article 9.5.

Article 9.6 Fault in Meter Reading and Correction Procedure

9.6.1 If from time to time during the Contract Term, any component of the Measurement Facilities is found to be out of service or registering the readings outside the accuracy limits as set forth in Exhibit 9.1, the Seller shall forthwith adjust such component to read as accurately as possible within such limits or, if that is not possible replace it with a component that does read as accurately as possible within such limits. The following provisions shall apply with regard to earlier readings affected by the defective components:

a. No correction shall be made regarding readings taken during the period before the preceding Verification of any defective component when it was last in service and registering within the limits of accuracy set forth in Exhibit 9.1.

b. If the time at which a component became defective can be established, then readings affected thereby shall be corrected with effect from that time in the manner

provided as set out in Exhibit 9.1.

c. If the time at which the component became defective cannot be established, then the period of time which has elapsed since the preceding Verification of the defective component when it was last in service and registering within the limits of accuracy set forth in Exhibit 9.1 shall be divided into 2 equal periods and estimated readings shall be established in respect of the first of such 2 periods by assuming that the defective component has operated accurately throughout such first period and for the second period:
    1. by using the readings recorded by any check, measuring or testing equipment if such equipment was registering accurately within the limits set forth in Exhibit J or
    2. in the event that such check, measuring or testing equipment was not registering accurately or if no such equipment had been installed, then by using the percentage of error if ascertainable under (A) to the satisfaction of both Parties by [the Calibration test of mathematical calculation]. If, however, such percentage of error is not ascertainable, then by estimating the quantity and/or quality of Natural Gas delivered by reference to deliveries under similar conditions when the defective component was registering accurately.

Article 9.7 Correction of Quantities

If any correction of Natural Gas quantities delivered on any Day is made under Article 9.6, then the actual amount of any Seller's Daily Shortfall shall be adjusted when the corrected amounts are available under this Article 9 and appropriate adjustments shall be made for the purpose of Article 7 including, to the Take or Pay Payment Obligation, and the Buyer or the Seller, as the case may be, shall be entitled to adjust the succeeding invoice to reflect the effects of such correction.

Article 9.8 Disputes

The Parties shall promptly meet to discuss and endeavor to settle any failure to agree or dispute regarding the application of the provisions of this Article 9 or the measurement of testing of the quantity or quality of Natural Gas delivered and, if within 60 Days after the commencement of such meetings, the Parties are unable to agree, then the matter at the request of the either Party, shall be referred to the Expert.

2.10 Article 10: Title and Risk

Article 10.1 Title

The title to the Natural Gas sold and purchased under this Agreement shall pass from the Seller to the Buyer upon delivery at the Delivery Point.

Article 10.2 Risk

The risk in and associated with the Natural Gas sold and purchased under this Agreement shall pass from the Seller to the Buyer upon delivery at the Delivery Point.

2.11 Article 11: Processing & Transportation

Article 11.1 Natural Gas Processing

The Seller shall be responsible for and agrees to diligently seek to make all necessary arrangements in accordance with Prudent Operating Practice and pay all costs for the processing of the quantities of Natural Gas specified in Article 7.

Article 11.2 Natural Gas Transportation

The Buyer shall be responsible for and agrees to diligently seek to make all necessary arrangements in accordance with Prudent Operating Practice and pay all costs for the transportation of the quantities of Natural Gas specified in Article 7 to the Nominated Receiving Facilities for the Sheberghan Independent Power Plant as shown in Exhibit F.

2.12 Article 12: Scheduling and Nominations

Article 12.1 Annual Program Information

12.1.1 Not later than [90] Days prior to the beginning of each Contract Year, the Buyer shall give written notice to the Seller of the following:

a. The quantity of Natural Gas required during the Contract Year;
b. The expected period for scheduled maintenance of the Nominated Receiving Facilities, and the Sheberghan Independent Power Plant;
c. The Buyer's Downward Flexibility Quantity;
d. The extent to which the Buyer is willing to take delivery of the Make-Up Quantities, Make Good Quantities, Force Majeure Restoration Quantities, Buyer's Upward Flexibility Quantity, if any, during the Contract Year;
e. Irrespective of any reasons, any quantities the Buyer is aware it will not to take delivery;
f. Any excess quantities of Natural Gas the Buyer wishes to take; and
g. The alternate delivery point, if any, in accordance with Article 15.2.

12.1.2 Not later than [60] Days prior to the beginning of each Contract Year, the Seller shall give written notice to the Buyer in Standard Cubic Meters of the following:

a. The quantities of Natural Gas expected to be available for delivery in each calendar quarter of such Contract Year;
b. The total quantity of Natural Gas available for delivery during the Contract Year;
c. The estimated scheduled maintenance periods of the Seller's Facilities;
d. The Seller's Downward Flexibility Quantity during the Contract Year;
e. The extent to which the Seller is willing to tender for delivery to the Buyer the Make-Up Quantities, Make Good Quantities, Force Majeure Restoration Quantities and Buyer's Upward Flexibility Quantity during the Contract Year; and
f. Any other excess quantity of Natural Gas available for the Buyer during the Contract Year.

12.1.3 After the issue of notices by both Parties under Article 12.1.1 and Article 12.1.2, the Seller and the Buyer shall consult each other and agree, on or prior to [30] Days of each Contract Year, a programming Exhibit of Natural Gas quantities to be delivered to the Buyer during the Contract Year (the "**Annual Program**"), which shall take into consideration the anticipated capacity of the respective facilities of the Parties, the maintenance Exhibits of the Nominated Receiving Facilities, the Independent Power Plant, and the Seller's Facilities. The Seller shall issue the agreed Annual Program to the Buyer.

12.1.4 The Annual Program determined in accordance with Article 12.1.3 shall be amended by the Parties to accommodate the following:

a. Modified operational requirements (changes in the arrangements of the Seller with Seller(s), the Contracted Customers or the arrangements of the Buyer with its power off-takers, alternate delivery point);
b. Force Majeure; and
c. Any request of the Buyer.

12.1.5 A Party requiring a change in the Annual Program shall give the other Party written notice of [30] Days specifying the change required by it along with the basis, in documentary form if any, for such change. Upon receipt of such notice by the other Party, the Parties shall meet and agree on any change in the Annual Program. A Party

shall not unreasonably withhold or deny its consent to revise the Annual Program in accordance with changes proposed by the other Party; provided that neither Party shall be under any obligation to consent and in the case of the Seller, it is unable to agree on any necessary changes in its arrangements with its Contracted Customers. Except as otherwise agreed under Article 7, any change to the Annual Program shall not affect the obligations under Article 7 of the Party requesting such change.

12.1.6 The Annual Program shall be structured such that up to a maximum of [%] of the AACQ scheduled for delivery shall be delivered during the [Months of January, February, March, October, November and December] of such Contract Year and the remaining quantities delivered during the period commencing [1st April and ending on 30th September] of such Contract Year, provided however that in each such sub-period the pattern of lifting shall be as regular as practicable throughout. Deliveries in a single month shall not exceed [%] of AACQ unless mutually agreed to by the Parties.

Article 12.2 Buyer's Nominations

12.2.1 Not later than:

a. [7] Days prior to the Start Date, the Seller shall inform the Buyer in writing that it will comply with the obligation to tender Natural Gas for delivery.

b. Subject to Article 5.1(c), no later than [11:00] hours on the [Friday] of each subsequent week for the next succeeding week, the Buyer shall notify the Seller of the Buyer's good faith best estimate of the quantities of Natural Gas the Buyer expects to nominate under Article 12.2.2 for each Day of that and the next succeeding week.

12.2.2 Not later than [11:00] hours on each Day starting from the Day prior to the Start Date, the Buyer shall notify the Seller [of its good faith nomination] of the quantity of Natural Gas required for delivery on the next Day and delivery rates for the next Day in accordance with this Article 12.2.2. The quantity so nominated shall be referred to as (the "**Nominated Daily Quantity**") and shall be a quantity between zero and the Maximum Daily Quantity.

12.2.3 The aggregate of the Nominated Daily Quantity for each Day of a Contract Year shall not exceed the AACQ for that Contract Year.

12.2.4 If the Buyer wishes to increase or decrease its Nominated Daily Quantity or nominated delivery rates under Article 12.2.2 in respect of any Day by any quantity, then it shall give to the Seller not less than [6] hours notice and such notice shall be given no later than [14:00] hours on that Day.

12.2.5 The Seller shall use reasonable endeavors in accordance with Prudent Operating Practices to deliver the increased or decreased quantity so notified. If in respect of any increase the Seller is unable to deliver the quantity so notified then there shall be no classification of Supply Deficiency Quantity on that Day provided the Seller delivers the Nominated Daily Quantity for that Day.

12.2.6 If on any Day the Buyer is unable or wishes to cease taking delivery of Natural Gas at the Delivery Point by reason of an emergency or an event of Force Majeure affecting any other part of the Nominated Receiving Facilities and the Buyer is unable to give at least [4] hours notice to the Seller, the Buyer shall give as much notice as is reasonably practicable of its reduced requirement for Natural Gas at the Delivery Point on that Day or if it has already ceased taking Natural Gas at the Delivery Point as much notice as reasonably practicable thereafter with explanation in reasonable detail of why it ceased taking Natural Gas.

12.2.7 If on any Day the Buyer has been unable or has ceased to take Natural Gas at the Delivery Point in the circumstances stated in Article 12.2.6, then the Seller shall be relieved of its obligation for delivery of the Nominated Daily Quantity on that Day and

shall continue to be so relieved in respect of the next following Day if having acted in accordance with Prudent Operating Practices it is unable to resume the delivery of Natural Gas from the Seller's Facilities due to the earlier shutdown (in whole or part) of the Seller's Facilities during that following Day.

12.2.8 If on any Day the Seller has been unable to or has ceased to deliver Natural Gas due to the occurrence of an event of Force Majeure or an emergency event affecting the Seller's Facilities, then the difference between the Nominated Daily Quantity and the quantity of Natural Gas not taken by the Buyer due to the occurrence of such event of Force Majeure or emergency event shall not be included in the calculation of the Take or Pay Payment Obligation under Article 7.3. In the event that the Buyer, having acted in accordance with Prudent Operating Practices is unable to resume the acceptance of Natural Gas from the Seller's Facilities on the Day following the next following Day (the "Shutdown Period") due to the earlier shutdown (in whole or part) of the Nominated Receiving Facilities during the Shutdown Period, the Natural Gas not taken by the Buyer in the Shutdown Period shall also not be included in the calculation of the Take or Pay Payment Obligation under Article 7.3.

12.2.9 If, on a Day, the Buyer requires a quantity of Natural Gas in excess of the Maximum Daily Quantity, it may notify the Seller of that requirement in accordance with the notice provisions in Article 12.2.2. Any quantity of Natural Gas so nominated by the Buyer shall be classified as excess Natural Gas. The Seller shall, within a period of [4] hour of receipt of such notification from the Buyer, notify the Buyer as to whether it is in a position to supply such excess Natural Gas. Any excess Natural Gas thus accepted for delivery by the Seller shall form part of the Nominated Daily Quantity and be used for calculation of the Buyer's Upward Flexibility Quantity. The total quantity of excess Natural Gas in any Month, if any, shall be aggregated at the end of the Month and be included in the Monthly Payment Statement for that Month.

12.2.10 The Seller shall use its reasonable endeavors in accordance with Prudent Operating Practices to deliver such excess Natural Gas.

Article 12.3 Cooperation of the Parties

The Parties shall cooperate in implementing, to the extent reasonably practicable, even production and Delivery Rates so as to facilitate the smooth performance of the Annual Program, as modified from time to time by the Parties in accordance with Article 12.1.4.

2.13 Article 13: Preferred Buyer

The Seller shall treat the Buyer as the most preferred customer and accordingly shall give the Buyer the following right in priority to its other buyers:

a. The Upward Flexibility Quantities and the Make-Up Quantities sought by the Buyer shall be given first preference while allocating the Excess Quantities;
b. The Buyer shall have the right of first refusal to take any Excess Quantities;
c. In the event of any reduction in the production of Natural Gas in the Gas Fields, the Seller shall make reasonable endeavors to fulfill its supply obligations under this Agreement;
d. In the event of any increase in production of Natural Gas in the Gas Fields, the Buyer shall have the right of first refusal to take such increased Natural Gas available through the Seller's Facilities; and
e. In the event that Seller delivers Natural Gas to another buyer a price less than the Contract Price, the conditions of Article 16.2.1 shall apply.

2.14 Article 14: Liabilities

Article 14.1 General

Subject to Article 14.2, the Parties shall be liable to each other for any loss or damage suffered as a direct result of the breach by the other Party of any one or more of its obligations under this Agreement, to the extent that the breach of this Agreement is the reasonable and proximate cause of the loss or damage.

Article 14.2 Limitation

Neither Party shall be liable to the other Party under this Agreement or in negligence or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of this Agreement, for or in respect of:

a. Any indirect or consequential loss or damages, including any liability or damages payable by the Seller, the operator of gas processing or transportation facilities, or other buyers of Natural Gas and from the Buyer to any of its customers, except as expressly provided for in this Agreement;
b. Any loss of income or profits;
c. Any claim, demand or action made or brought against the other Party by a third party;
d. Any failure of performance or delay in performance under the provisions of Article 19; or
e. Any failure of performance or delay in performance by either Party under Article 3 or Article 5 by reason of the occurrence of an event of Force Majeure.

Article 14.3 Quantity Shortfall

14.3.1 In the event of any shortfall in the supply by the Seller of Natural Gas from the Seller's Facilities, the Seller shall, at the first instance, make reasonable endeavors to supply Natural Gas at the Delivery Point from sources other than the Gas Fields to correct for such shortfall.

14.3.2 The Seller shall inform the Buyer of its intent to supply Natural Gas from sources other than the Seller's Facilities at least [ ] Days prior to [ ]. In such event, the Parties shall discuss in good faith any modifications required to the Annual Program in accordance with Article 12 as soon as possible within the Contract Year.

14.3.3 In the event of the supply of Natural Gas from alternate sources by the Seller, the Buyer shall be liable to pay the lower of the (a) Contract Price for the shortfall calculated in accordance with Article 16; and (b) the actual delivered cost of such Natural Gas from such alternate sources. Any incremental costs incurred by the Buyer in taking such Natural Gas from alternate sources shall be reimbursed by the Seller in accordance with Article 18.

14.3.4 If despite reasonable efforts, the Seller is not able to arrange for Natural Gas from such alternate sources, the Seller shall arrange for the supply of Alternate Fuel in accordance with Article 15.3.

14.3.5 In the event that the Seller is unable to deliver Alternate Fuel, the Buyer shall make reasonable efforts to procure Alternate Fuel. In such an event, the Seller shall ensure that the Buyer is in a no worse economic position than that if the Seller had supplied Alternate Fuel in accordance with Article 14.3.3. For the avoidance of doubt, it is clarified that the quantities of Alternate Fuel procured by the Buyer under this Article 14 shall be converted into SCM and added to the Natural Gas quantities delivered by the Seller to determine the Supply Deficiency Quantity.

14.3.6 In the event the Seller is unable to deliver to the Buyer a portion of or the whole of the Nominated Daily Quantity, such shortfall in the supply of Natural Gas on any Day shall be the "**Seller's Daily Shortfall**". The Seller's Daily Shortfall for any Day shall be

calculated in accordance with the following formula:
Seller's Daily Shortfall = A - B
Where "A" is equal to the aggregate of the following:

a. Such part of the Nominated Daily Quantity not delivered by the Seller in a Day where the Seller fails to meet the Delivery Pressure in accordance with Article 8.1(b) (iii);
b. Such part of the Nominated Daily Quantity not delivered by the Seller in a Day where the Seller fails to meet the Delivery Temperature in accordance with Article 8.1.3 (b);
c. Such part of the Nominated Daily Quantity not delivered by the Seller in a Day in accordance with Article 8.2.4 and Article 8.3.2, where such shortfall is due to the Natural Gas being Off-Spec Natural Gas; and
d. Any other part of the Nominated Daily Quantity not delivered by the Seller for any other reason other than due to the occurrence of an event of Force Majeure. and "B" is equal to the quantity of Natural Gas not supplied during such Day due to the occurrence of an event of Force Majeure.

14.3.7 Subject to the acceptance by the Buyer, which acceptance shall not be unreasonably withheld or denied, the Seller may supply to the Buyer the Seller's Daily Shortfall at an alternate time during the remaining period of the Contract Year.

14.3.8 The aggregate of the Seller's Daily Shortfall during the Contract Year, less the quantities of such Seller's Daily Shortfall requested and taken by the Buyer at alternate time during the Contract Year, shall be the "Supply Deficiency Quantity" for the Contract Year.

14.3.9 The Seller shall compensate the Buyer for the Supply Deficiency Quantity which shall be equal to the Contract Price of Natural Gas for the Contract Year in which such supply deficiency takes place x [ ]% x [%] x Supply Deficiency Quantity.

14.3.10 The payments specified in this Article 14.3 in respect of a Supply Deficiency Quantity shall be payable by the Seller as liquidated damages, and as damages resulting from the Seller's Failure to make Natural Gas available for delivery, constitute a genuine and reasonable pre-estimate of losses that the Buyer would incur under Power Purchase Agreement with its power off-takers.

14.3.11 The payment of the damages by the Seller under this Article 14.3 shall not relieve the Seller of its obligation to supply any up Make-Up Quantities.

2.15 Article 15: Alternate Delivery Point & Alternate Fuel

Article 15.1 Alternate Delivery Point

15.1.1 In the event that the Buyer has reason to know that it shall be unable to take any quantity of Natural Gas from the Seller in any Contract Year, the Buyer may by written notice request the Seller to redirect such Natural Gas to an alternate delivery point nominated in such notice in the form of Exhibit K. The Seller shall respond to such notice within period of [ ] Days conveying its agreement or otherwise to such request.

15.1.2 In the event the Seller agrees to redirect such Natural Gas to an alternate delivery point nominated under Article 15.1.1, the Buyer shall remain liable to the Seller for payment of the Contract Price for any Natural Gas taken and delivered. Any increase or decrease in the cost of transportation to such alternate delivery point shall be for the account of the Buyer.

15.1.3 In the event that the Buyer is unable to take delivery of any Natural Gas delivered by the Seller and does not nominate an alternate delivery point in accordance with Article 15.1.1, the Buyer may by written notice to the Seller request that reasonable endeavors be made to deliver such quantities of Natural Gas to an alternate buyer(s) who can take delivery of such quantities of Natural Gas.

15.1.4 The price realized by the Seller under Article 15.1.3, shall not be less than the Contract Price determined in accordance with Article 16 of this Agreement after allowances for

any differential cost of transportation and insurance.

15.1.5 In order to determine the quantity of Natural Gas taken by the Buyer for the purposes of Article 7, the quantity of Natural Gas delivered by the Seller to an alternate buyer(s) identified in accordance with Article 15.1.3 shall be included in the quantities of Natural Gas delivered to the Buyer by the Seller at the Delivery Point.

Article 15.2 Alternate Fuel

15.2.1 In the event that the Seller fails to supply Natural Gas in accordance with Article 14.3, the Seller shall make reasonable efforts to arrange for supply of Alternate Fuel to the Buyer. The Seller shall give the Buyer a written notice of [ ] Days prior to the actual supply such Alternate Fuel specifying the Alternate Fuel the Seller intends to supply with details of quantity, quality and any other relevant information in accordance with Exhibits I and J.

15.2.2 Within [ ] Days of receipt of such notice by the Buyer, the Buyer shall convey its acceptance or rejection of such Alternate Fuel to the Seller. The Buyer shall not unreasonably withhold or deny its acceptance of such Alternate Fuel. In the event that the Buyer accepts the supply of such Alternate Fuel, it shall in its notice to the Seller specify the Exhibit of deliveries it requires for delivery of such Alternate Fuel and other details of such Alternate Fuel, if any. In the event that the Buyer reasonably rejects the supply of such Alternate Fuel, the Seller shall be deemed to be in breach of its supply obligation to the extent of the rejected Alternate Fuel.

15.2.3 Any operation of the Independent Power Plant by the Buyer shall be such that the Buyer after or during any such operation shall be in no worse economic position than that if such failure by the Seller had not occurred.

15.2.4 Such Alternate Fuel shall be delivered by the Seller to the Buyer at the Delivery Point for the Independent Power Plant as set out in Exhibit 15.3.

15.2.5 In the event that the Seller supplies Alternate Fuel, the Buyer shall bear the lower of:

a. The delivered cost of such Alternate Fuel at the Delivery Point for the Independent Power Plant; and
b. The Contract Price of Natural Gas at Delivery Point determined under the provisions of this Agreement, reduced to the extent of the Capacity Charges.

15.2.6 The Seller shall compensate the Buyer for any incremental costs borne by the Buyer to take the Alternate Fuel from the Seller at the Delivery Point for the Independent Power Plant. The Buyer shall raise an invoice for such incremental costs in accordance with Article 18.1.3.

15.2.7 Title to and risk in Alternate Fuel supplied by the Seller to the Buyer under this Agreement shall pass from the Seller to the Buyer [at such point as indicated by the Buyer to the Seller in writing].

15.2.8 Alternate Fuel supplied by the Seller in accordance with this Article 15.3 shall meet with the specifications set out in Exhibit 1.1A. In the event that such Alternate Fuel does not meet with such specifications, the Buyer shall have the right to reject such Alternate Fuel.

15.2.9 Except as specified in this Article 15 and as may be indicated in the notice given by the Buyer to the Seller under Article 15.1.1, the provisions of this Agreement shall apply to Alternate Fuel as such provisions would apply to Natural Gas supplied by the Seller.

Article 15.3 Effect on Annual Program

If the Parties agree on supply of Natural Gas or Alternate Fuel in accordance with the provisions of Articles 15.1, and 15.2, the Seller shall make necessary revisions to the then relevant Annual Program and re-issue an amended Annual Program to the Buyer.

2.16 Article 16: Contract Price

Article 16.1 Calculation of Contract Price of Natural Gas

In each Contract Year, the Contract Price shall be calculated in US$ / SCM as at April 1 using the formula set out below:

$$CP = BP \times \left[\left(WF_{(1)} \times \frac{Index1_{(p)}}{Index1_{(i)}} \right) + \left(WF_{(2)} \times \frac{Index2_{(p)}}{Index2_{(i)}} \right) + \ldots + \left(WF_{(M)} \times \frac{IndexM_{(p)}}{IndexM_{(i)}} \right) \right]$$

Where

CP = Contract Price in US$ / SCM

BP = Base Price in US$ / SCM

$WF_{(1)}$ = the weight factor for Index1, stated as a decimal

$Index1_{(p)}$ = the arithmetic average of the Monthly values of the [ ] Index for the [( )] Months ending one (1) Month before the beginning of each Review Month

$Index1_{(i)}$ = [ ]

$WF_{(2)}$ = the weight factor for Index2, stated as a decimal

$Index2_{(p)}$ = the arithmetic average of the Monthly values of the [ ] Index for the [( )] Months ending one (1) Month before the beginning of each Review Month

$Index2_{(i)}$ = [ ]

$WF_{(M)}$ = the weight factor for each Index M, stated as a decimal

$Index\ M_{(p)}$ = the arithmetic average of the Monthly values of the [ ] Index for the [( )] Months ending one (1) Month before the beginning of each Review Month

$Index_{(i)}$ = [ ]

M = each additional Index M

Article 16.2 Changes in the Price

16.2.1 In the event that the Seller offers or agrees with any Contracted Customer either a price that that is lower than the Contract Price, or an adjustment of terms that are more favorable than those under this Agreement, the Seller shall offer the same price and the corresponding terms to the Buyer for the remaining period of the Basic Term. The Buyer shall also be entitled to receive for the remaining period of the Basic Term, the benefit of any further reduction in prices along with the corresponding adjustments in terms on which such reduction applies. The Seller shall notify the Buyer of any price reduction or other adjustment of terms that it offers to or agrees to with any Contracted Customers within [30] Days of such offer or agreement.

16.2.2 In the event of the expansion of the capacity of the Seller's Facilities, the Buyer shall have the right to seek a reduction in the Contract Price based on the economies of scale achieved by the Seller due to such higher capacity. The Buyer and the Seller shall in good faith meet to agree on such price.

16.2.3 After expiry of every 5 Contract Years, the Buyer may request the Seller to renegotiate the Base Price and / or the Index Factor(s). The Buyer and the Seller shall thereafter meet in good faith to renegotiate the Base Price and / or the Index Factor(s).

2.17 Article 17: Taxes and Charges

Article 17.1 Taxes and Charges

17.1.1 The Buyer shall be responsible for all Taxes imposed on Natural Gas by the Government of the Islamic Republic of Afghanistan, or any Governmental Instrumentality

having jurisdiction with respect to such matter, but not for taxes based on activities of the Seller that constitute either a permanent establishment or for doing business other than the delivery of Natural Gas from the Gas Fields.

17.1.2 Except as provided in Article 17.1.1 all other charges including any cess, levies, duties and taxes imposed by any Governmental Instrumentality shall be borne by the Seller.

Article 17.2 Changes in Taxes and Charges

17.2.1 The Seller shall be responsible to bear any change in liability or obligation arising out of any changes in Taxes for which it is liable under Article 17 up to and including the Delivery Point.

17.2.2 The Buyer shall be responsible for any change in liability or obligation arising out of any changes in Taxes after the Delivery Point for which it is liable under Article 17.

2.18 Article 18: Invoicing and Payment

Article 18.1 Calculations and Payments

18.1.1 Within [6] hours of the end of each Day, the Seller shall submit to the Buyer a statement showing the hourly Natural Gas delivery rate and the quantity of Natural Gas delivered during the Day determined in accordance with Article [ ] of this Agreement.

18.1.2 Not later than the [5th] Day of every Month, the Seller shall send a statement (the "Monthly Payment Statement") to the Buyer, indicating the following in respect of the previous Month:

a. Nominated Daily Quantity for each Day of the Month, expressed in SCM;
b. Actual quantity of Natural Gas taken by the Buyer in each Day of the Month;
c. The quantity of Natural Gas not delivered by the Seller in terms of Article 16.1;
d. Any indexation adjustment of the Contract Price;
e. The total quantity of Makeup Entitlement, if any:
    1. Brought forward from previous Month;
    2. Delivered by the Buyer during that Month; and
    3. Carried forward to the next Month.
f. The total MMBtu in respect of which payment is to be made at the Contract Price calculated under Article 16. [ ];
g. The exchange rate, if applicable;
h. Taxes under Article 17.1.1.

18.1.3 On or prior to the [ ] Day of the Month immediately following the end of a Contract Year, the Seller shall send to the Buyer a statement (the "Annual Payment Statement") which shall show:

a. The ACQ, AACQ and the Take or Pay Quantity for such Contract Year and the total quantity of Natural Gas actually taken by the Buyer during the Contract Year;
b. The Buyer Quantity Deficiency Amount, if any, payable under Article 7.3.3; and
c. The value of Make-up Entitlement carried forward from the previous Contract Year and delivered to the Buyer during that Contract Year.

18.1.4 On or prior to the [ ] Day of the Month immediately following the end of a Contract Year the Buyer shall send the Seller an invoice for the Supply Deficiency Quantity, if any, for such Contract Year.

Article 18.2 Payment of Invoices

18.2.1 In the event that both Parties submit an invoice to each other, the Buyer may by written notice require the Seller to set off amounts due under the two invoices. Immediately following the receipt of such notice, the amounts due under the two invoices shall be set off and the balance due, if any, after setting off shall be paid by the debtor Party to the other Party within [5] Days from the receipt of the Seller's notice.

18.2.2 Except as provided under Article 18.2.1, all amounts payable under an invoice shall be paid in immediately by the transfer of available cleared funds for the invoice value on or

prior to [5] Days from the date of receipt of the invoice by the debtor Party. All payments made under this Agreement shall be made without any deduction except to the extent required under the Laws.

18.2.3 Any amount due from one Party to the other under this Agreement, which remains unpaid beyond such period of [5] Days from the date of receipt of the relevant invoice, shall bear interest from the date on which such payment was due to the date when the payment is actually made by the debtor Party. The interest on such amount shall accrue on a Day to Day basis and shall be compounded with monthly rests at a rate equal to LIBOR+3%.

Article 18.3 Disputed Invoices

18.3.1 If a Party does not question or dispute an invoice within [30] Days of receiving it, the invoice shall be deemed to be correct, complete, conclusive and accepted by such Party except where such Party could not have reasonably identified any error or omission in the said invoice, taking into account the information then available to it during such [30] Day period.

18.3.2 If a Party disputes any item or part of the invoice then such Party shall notify the other Party in writing ("Invoice Dispute Notice") within [30] Days of receiving such invoice. The Invoice Dispute Notice shall clearly set out the dispute and state the amount disputed. Such Party shall however not withhold any payment against the invoice.

18.3.3 In the event that the invoicing Party agrees with the Invoice Dispute Notice, it shall refund the disputed amount to the disputing Party within [7] Days of receiving the Invoice Dispute Notice. However, in the event that the invoicing Party does not agree with the dispute stated in the Invoice Dispute Notice, it shall within [7] Days from the date of receipt of such notice, notify the disputing Party of its intention to contest the dispute. Within [14] Days of the receipt of such notice by the disputing Party, the Parties shall meet to resolve the issue of the disputed amount.

18.3.4 In the event that the Parties are not able to resolve the dispute within such [14] Days, the matter shall be referred to the Expert in accordance with Article 24.2. In the event that the Expert holds that the invoicing Party is in receipt of excess amount, the invoicing Party shall, within 5 Days of the determination by the Expert, refund the amount held by the Expert as incorrectly charged by the invoicing Party along with interest for the period between the date of issue of the Invoice Dispute Notice and the receipt of refund by the disputing Party. Such interest shall accrue on a [Day to Day] basis and be compounded with monthly rests at a rate equal to LIBOR+ 3%.

Article 18.4 Payment Support

In the event that the Buyer does not maintain a short term credit rating of A+ or higher by a Standard and Poor's Corporation, or an equivalent agency that is acceptable to the Seller, within in [30] Days of a written request from the Seller, the Buyer will provide a payment support from an Acceptable Bank in the form attached as Exhibit N.

2.19 Article 19: Force Majeure

Article 19.1 Performance Excused

Neither Party shall be liable to the other for any failure to perform nor for delay in performing any obligation when such Party's performance is prevented, interfered with or delayed (in whole or in part) as a result of an occurrence of the occurrence of Force Majeure.

Article 19.2 Force Majeure

19.2.1 "Force Majeure" shall mean, with respect to either Party, any act, event or circumstance, whether of the kind described in this Article 19.2 or otherwise, that is

beyond the reasonable control of the Party claiming relief under Article 19, such Party having acted in accordance with Prudent Operating Practices, and that results in or causes the failure of such Party to perform the whole or part of any one or more of its obligations under this Agreement. It is clarified that an event of Force Majeure that affects the processing or transportation of Natural Gas shall be considered as an event of Force Majeure affecting the Seller.

19.2.2 Force Majeure shall include the following events and circumstances:

a. Adverse weather conditions, fire, flood, cyclone, lightning, storm, tidal wave, hurricane, tornado, earthquake, landslide, soil erosion, subsidence, washout, epidemic or other acts of God;
b. War (whether declared or not), terrorist attacks or disturbances, riot, civil war, blockade, insurrection, acts of public enemies or civil disturbances;
c. Illegal strike, lockout or other industrial disturbance not involving or attributable to the policies of the Party affected by such strike, lockout or other industrial disturbance;
d. Acts of a Governmental Instrumentality, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance, or would require such Party, in order to comply with such act, to take measures which are unreasonable in the circumstances; and
e. Damage to, or loss or failure of, pipelines which carry Natural Gas to the Delivery Point.

Article 19.3 Procedure

Immediately upon any occurrence of Force Majeure or, in any event, no later than [5] Days of such occurrence, the Party affected by such event of Force Majeure shall:

a. Notify the other Party of the existence of Force Majeure and state in such notice:
    1. the particulars of the event giving rise to such Force Majeure claim, in as much detail as is then reasonably available,
    2. its current estimate of the extent to which, and the period during which, the performance of such Party will be affected by such Force Majeure, and (3) the particulars of the program to be implemented to ensure prompt and full resumption of such Party's normal performance under this Agreement;
b. Provide interim reports of the Force Majeure, reasons for continued existence of the Force Majeure and an estimate of the anticipated duration of the Force Majeure; and
c. Upon request in writing by the other Party, give or procure access insofar as is reasonably practicable to do so for a reasonable number of representatives of that other Party at that other Party's sole risk and cost, to examine the scene of the relevant event or circumstances of Force Majeure.

Article 19.4 Resumption of Normal Performance

During the subsistence of a Force Majeure (unless this Agreement has been terminated or cancelled in accordance with its terms):

a. The affected Party shall use reasonable endeavors to overcome and minimize the effects of any Force Majeure and resume performance of obligations as soon as practicable after the effect of the event of Force Majeure ceases to exist;
b. In order to resume normal performance of this Agreement within the shortest practicable time, the affected Party shall take all measures to this end which are commercially reasonable in the circumstances, taking into account the consequences resulting from such Force Majeure and shall, every month thereafter, give the other Party a written

statement on its progress under Article 19.3.3; and

c. The Parties shall endeavor to perform their obligations under this Agreement to the extent not prevented by the occurrence of an event of Force Majeure and take reasonable steps to mitigate the impact of such event.

Article 19.5 Effect on the Sale and Purchase of Natural Gas

The Party not affected by Force Majeure shall be free to make alternate sales or purchase arrangements as are commercially reasonable given the nature and expected duration of Force Majeure and its impact on the performance of the affected Party as they may change from time to time. As soon as practicable after making such an alternate arrangement, the non-affected Party shall give the affected Party notice of the scope and duration of each such alternate arrangement. The non-affected Party shall provide for the termination of such alternate arrangements to permit the orderly resumption of performance to the extent such provision is commercially reasonable at the time such arrangements were concluded.

Article 19.6 Payment Obligation

Nothing in this Article 19 shall be construed to relieve a Party of its obligation to indemnify or to pay sums of money due or that may become due under this Agreement; provided however, that the Buyer shall not be responsible for any payment for Natural Gas or Alternate Fuel that it does not take due to the occurrence of Force Majeure.

2.20 Article 20: Termination

Article 20.1 Buyer Termination Events

The Seller may terminate this Agreement in any of the following circumstances ("**Buyer Termination Event**"):

20.1.1 If the Buyer fails to pay to the Seller the amount due on an invoice of more than [ ] million [equivalent to ACQ x 1/12 x Contract Price for that Contract Year] and such failure continues for a period of more than [30] Days after the due date for payment of the relevant invoice. For the avoidance of doubt, it is clarified that in the event that the Seller draws upon the Letter of Credit, the payment against which the amount has been drawn shall be treated as proper payment under this Agreement;

20.1.2 If the Buyer fails to open or revolve the Letter of Credit or fails to replenish the amount secured under such Letter of Credit in accordance with Article 18.2(d);

20.1.3 If after issue of the Notice of Satisfaction, a notice for Force Majeure is issued by either Party and such Force Majeure continues for a period of [24] Months;

20.1.4 If the Buyer commits a material breach in the performance of its obligations (other than the obligations that are otherwise specifically excused under this Agreement) and such breach is not remedied or cured within [30] Days after notice from the Seller.

20.1.5 If in relation to the Buyer;

a. An order is made for the winding up of the Buyer; or

b. The Buyer, its shareholders or creditors initiates any legal proceedings (save as in the case of amalgamation or reconstruction, a notice of which has been given to the Seller) for the winding-up or dissolution of the Buyer and if such legal proceedings are admitted by a competent court and continue to be admitted for a period of [120] Days before such competent court;

c. A liquidator, receiver, or similar officer is appointed for the whole or a material part of the Sheberghan Independent Power Plant; or

d. The Buyer does not provide credit support from an Acceptable Bank in accordance with Article 18.4.

Article 20.2 Seller Termination Events

The Buyer may terminate this Agreement in any of the following circumstances ("**Seller Termination Event**")

20.2.1 If, [6] Months after the Start Date, the Seller is not in a position to commence deliveries of Natural Gas under this Agreement for reasons other than Force Majeure;

20.2.2 If the Seller abandons the construction or operation of the Seller's Facilities for a consecutive period of more than [6] Months;

20.2.3 If after issue of the second Notice of Satisfaction an event of Force Majeure continues for a period of [24] Months;

20.2.4 If the Buyer seeks and the Seller is not able to deliver on a cumulative basis 100% of the average AACQ over a period of 3 consecutive Contract Years;

20.2.5 If the Seller disposes of all or a substantial part of the Seller's Facilities without the prior consent of the Buyer, other than by way of security to the Lenders under the financing arrangements with such Lenders or (upon the enforcement of such security or otherwise) to such Lenders where this Agreement is at the same time assigned or novated to such Lenders in accordance with and subject to the provisions of Article 28.

20.2.6 If the Seller commits a material breach in the performance of its obligations (other than obligations that are otherwise specifically excused under this Agreement) and such breach is not remedied or cured within [30] Days after notice from the Buyer;

20.2.7 If in relation to the Seller:

a. An order is made for the winding up of the Seller; or
b. The Seller, its shareholders, creditors or third parties take(s) any action or legal proceedings, or other steps for the winding-up or dissolution of the Seller (save as in the case of amalgamation or reconstruction a notice of which has been given in advance to the Buyer) unless the action, legal proceedings or other steps are frivolous or vexatious and form part of a dispute being contested on reasonable grounds and in good faith (or which have been so contested if they had been known about at the time); or
c. A liquidator, trustee, receiver, administrative receiver, administrator supervisor of any voluntary arrangement, examiner or similar officer is appointed for the whole or a material part of the Seller's undertaking, assets, rights or revenues, or the Seller or its creditors call any meeting in relation to a voluntary arrangement.

Article 20.3 Termination by the Buyer for Non Off-take

The Buyer may terminate this Agreement if:

a. Prior to the First Delivery it anticipates that it shall not be in a position to take Natural Gas or Alternate Fuel; or
b. Buyer is not able to commence the off-take Natural Gas or Alternate Fuel for a period of at least 3 Months after the occurrence of the Start Date except where the Buyer is not able to off-take Natural Gas or Alternate Fuel on account of the occurrence of an event of Force Majeure; or
c. If at any time during the operation of this Agreement, the Buyer is not able to take Natural Gas and Alternate Fuel for a consecutive period of 3 Months except where the Buyer is not able to off-take Natural Gas or Alternate Fuel on account of the occurrence of an event of Force Majeure.

The termination in such an event will be considered as the Buyer's Termination Event for the purpose of determining the consequences of such termination, with the procedure of notification under Article 20.4.

Article 20.4 Termination Procedure

20.4.1 For the purposes hereof, a "**Termination Event**" is either a Seller Termination Event or a Buyer Termination Event, and the "**Terminating Party**" is the Buyer in relation to a

Seller Termination Event and the Seller in relation to a Buyer Termination Event.

20.4.2 Upon the occurrence of any Termination Event, the Terminating Party may give notice thereof to the other Party, specifying in reasonable detail the nature of such Termination Event.

20.4.3 Upon receipt of notice of termination by the non-terminating Party, the Parties shall discuss in good faith the options for the cessation of the Termination Event for a period [60] Days. At any time after the expiry of such period for discussions, unless the circumstances constituting the Termination Event have either been fully remedied to the satisfaction of the Terminating Party or have ceased to apply, the Terminating Party may terminate this Agreement with immediate effect by giving a written notice of such termination to the other Party. During the period of discussions the Parties shall continue to perform their obligations under this Agreement.

20.4.4 Termination of this Agreement shall be without prejudice to the rights and liabilities of the Parties accrued prior to such termination, provided that neither Party shall have any claim for damages or other compensation in respect of such termination or in relation to the period for which this Agreement would have continued in force but for such termination or for any other remedy or relief which may be available but for the provisions of this Article 20.4.

Article 20.5 Consequences of Termination

Upon issue of termination notice by the Terminating Party under Article 20.4.4, this Agreement shall terminate forthwith and:

a. The Contract Year in which this Agreement terminates shall be deemed to expire on the date of such termination;
b. The AACQ scheduled for delivery in that Contract Year shall be deemed to be reduced pro rata to the number of Days in such Contract Year up to the date of termination as a proportion of [365] Days, weighted in accordance with relevant seasonal proportions applicable to the Months in accordance with Annual Program for such Contract Year and the Take or Pay Quantity and Supply Deficiency Quantity shall be calculated accordingly;
c. In the event of termination of this Agreement by the Buyer (except in the event the termination occurs due to continued Force Majeure), the Seller shall pay to the Buyer, a sum equivalent to the Contract Price of Natural Gas applicable as at the date of the notice of termination issued by the Buyer multiplied by the ACQ for a period of 6 Months;
d. In the event of termination of this Agreement by the Seller (except in the event the termination occurs due to continued Force Majeure), the Buyer shall pay to the Seller, a sum equivalent to the Contract Price of Natural Gas applicable as at the date of the notice of termination issued by the Seller multiplied by the ACQ for a period of 6 Months; and
e. The Seller shall have the right to demand payment under the credit support provided on Buyer's behalf in accordance with Article 18.4.

2.21 Article 21: Insurance

Article 21.1 Buyer's Insurance

During the Contract Years, the Buyer shall obtain and maintain all policies of insurance for the purpose of this Agreement in accordance with Exhibit K.

Article 21.2 Seller's Insurance

During the Contract Years, the Seller shall obtain and maintain all policies of insurance for the purpose of this Agreement in accordance with Exhibit L.

2.22 Article 22: Indemnity

Article 22.1 Indemnification by the Buyer

22.1.1 The Buyer shall protect, defend, indemnify and hold harmless the Seller from and against any and all losses arising from injury to or death of third parties or damage to or loss of property of third parties arising directly or indirectly out of acts or omissions of the Buyer in the performance by the Buyer of its obligations under this Agreement except to the extent such losses are caused by the negligence or Willful Misconduct of, or breach of this Agreement by, the Seller or any of its respective officers, directors, employees, servants or agents; and

22.1.2 The Buyer shall protect, defend, indemnify and hold harmless the Seller from and against any and all losses arising directly or indirectly from or incurred by reason of the acts or omissions of the Buyer or any of its respective officers, directors, employees, servants or agents in the performance of the Buyer's obligations under this Agreement.

22.1.3 The Buyer shall protect, defend, indemnify and hold harmless the Seller from and against any and all losses arising directly or indirectly from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Authority or others for any failure by the Buyer or any of its respective officers, directors, employees, servants or agents to comply with any Laws or for any contravention of such Laws; and

22.1.4 The Buyer shall protect, defend, indemnify and hold harmless the Seller from and against any and all losses arising directly or indirectly from or incurred by reason of any failure of the Buyer or any of its respective officers, directors, employees, servants or agents (i) to pay any taxes relating to income or any other taxes required to be paid by such person; (ii) to make any payments in respect of taxes which are to be paid by such person in connection with the performance of its obligations relating to this Agreement; (iii) to file tax returns as required by Laws or comply with reporting or filing requirements under Laws relating to taxes; or (iv) arising by reason of any misrepresentation by or on behalf of such person to any competent authority in respect of taxes.

Article 22.2 Indemnification by the Seller

22.2.1 The Seller shall protect, defend, indemnify and hold the Buyer harmless from and against any and all losses arising from injury to or death of third parties or damage to or loss of property of third parties arising directly or indirectly out of acts or omissions of the Seller in the performance by the Seller of its obligations under this Agreement except to the extent such losses are caused by the negligence or Willful Misconduct of, or breach of this Agreement by, the Buyer or any of its respective officers, directors, employees, servants or agents provided that the Seller shall be responsible for any claim arising in respect of or in consequence of any accident or injury to any of the Seller's employees;

22.2.2 The Seller shall protect, defend, indemnify and hold the Buyer harmless from and against any and all losses arising directly or indirectly from or incurred by reason of the acts or omissions of the Seller or any of its respective officers, directors, employees, servants or agents in the performance of the Seller's obligations under this Agreement or upon any material misrepresentation, breach of warranty or covenant including any and all losses arising directly or indirectly from or incurred by the Buyer by reason of accepting any delivery of any Off-Spec Natural Gas from the Seller;

22.2.3 The Seller shall protect, defend, indemnify and hold the Buyer harmless from and against any and all losses arising directly or indirectly from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Instrumentality or others for any failure by the Seller or any of its respective officers, directors, employees, servants or agents to comply with any Laws or for any contravention of such Laws; and

22.2.4 The Seller shall protect, defend, indemnify and hold the Buyer harmless from and against any and all losses arising directly or indirectly from or incurred by reason of any failure of

the Seller or any of its respective officers, directors, employees, servants or agents (i) to pay any taxes relating to income or any other taxes required to be paid by such person; (ii) to make any payments in respect of taxes which are to be paid by such person in connection with the performance of its obligations relating to this Agreement; (iii) to file tax returns as required by Laws or comply with reporting or filing requirements under Laws relating to taxes; or (iv) arising by reason of any misrepresentation by or on behalf of such person to any competent authority in respect of taxes.

Article 22.3 Notice of Proceedings

The Party entitled to indemnification shall promptly notify the Party obligated to indemnify that Party of any claim or proceeding in respect of which it is entitled to be indemnified under this Article 23.3. Such notice shall be given as soon as reasonably practicable after the Party entitled to indemnification becomes aware of such claim or proceeding.

Article 22.4 Conduct of Proceedings

Any Party entitled to indemnification shall have the right, but not the obligation, to contest, defend and litigate (and to retain legal advisers of its choice in connection therewith) any claim, action, suit or proceeding by any third party alleged or asserted against it arising out of any matter in respect of which it is entitled to be indemnified and the reasonable costs and expenses thereof shall be subject to the said indemnity, provided that the Party obligated to indemnify the other Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding at its expense and through legal advisers of its choice, if it:

a. Gives notice of its intention to do so to the other Party,
b. Acknowledges in writing its obligation to indemnify the other Party to the full extent provided by this Article, and
c. Reimburses the other Party for the reasonable costs and expenses previously incurred by the other Party prior to the assumption of such defense by the Party obligated to provide indemnification.

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

2.23 Article 23: Dispute Resolution

Article 23.1 Amicable Settlement

23.1.1 In the event of any dispute or claim arises as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it ("Dispute"), either Party may by written notice inform the other Party of a Dispute ("Dispute Notice").

23.1.2 The Parties shall within period of [15] Days from the date of receipt of the Dispute Notice shall meet in good faith to settle the Dispute in an amicable manner through negotiations. In the event of the failure of the Parties to settle the Dispute amicably within such [15] Day period, either Party may refer the Dispute for resolution by expert determination or arbitration, as applicable, in accordance with the provisions of Articles 23.2, 23.3 and 23.4.

Article 23.2 Expert

23.2.1 In the event a Dispute is regarding the accuracy of a technical or a financial nature and has not been settled in accordance with Article 23.1, either Party may within 30 Days from the date of receipt of the Dispute Notice by the Party receiving such notice, refer

the Dispute to an expert ("**Expert**"). The Expert shall be any person, body or organization of repute, appointed by the Parties by mutual consent in accordance with this Article 23.2 who shall be independent of either Party.

23.2.2 The Parties have discussed and agreed that [ ] shall appoint the Expert. In the event that [ ] fails to appoint the technical and financial Experts within a period of [ ] Days from the date of this Agreement, either Party may request the International Centre for Expertise of the International Chamber of Commerce ("ICC") to appoint such Expert(s) and shall administer such Expert(s) determination through the ICC's Rules for Expertise.

23.2.3 The duration of the Expert(s) appointment shall be agreed between the Parties and such Expert(s). In the event that the term of such Expert expires or the Expert is otherwise unavailable, the Parties shall within [15] Days of such expiry of the term or unavailability of the Expert(s) agree on new Expert(s), and failing such agreement within such [15] Day period, either Party may request the President of [ ] Council of Arbitration to appoint the Expert(s).

23.2.4 Except as the Expert may otherwise decide, the costs of any Expert determination and related proceedings under this Article 23.2 shall be borne equally by the Parties. Except as the Expert may otherwise decide, each Party shall bear its own costs of preparation, filing and respective attorney's fees and costs.

Article 23.3 Arbitration

23.3.1 Any Dispute, other than a technical or financial not resolved by the Parties within the specified period in accordance with Article 24.1, shall be resolved exclusively and finally in arbitration conducted by a panel of 3 arbitrators in accordance with the ICC's Rules of Arbitration.

23.3.2 Either Party may by written request notify the other Party of its intent to refer such Dispute or such Expert determination to arbitration. Within 30 Days of receipt of such notice by such other Party, the Parties shall each appoint one arbitrator. Within 30 Days of the appointment of the second arbitrator, the two such appointed arbitrators shall appoint a third arbitrator or presiding arbitrator. In the event that the two arbitrators appointed by the Parties are unable to agree on the third or the presiding arbitrator, the presiding arbitrator shall be appointed by the President of the ICC.

23.3.3 Any arbitration proceeding under this Article 23.3 shall be conducted in the English language in Paris.

23.3.4 The arbitral tribunal shall apply the law selected by the Parties in Article 28.1.1 in resolving any Dispute arising under this Agreement.

23.3.5 The arbitral tribunal convened under this Article 23.3 shall have the power to grant an injunction or injunctions to prevent breaches of this Agreement, and to fashion appropriate remedies for a Party's failure to comply therewith.

23.3.6 Any decision of or award by an arbitral tribunal under this Article 23.3 shall be in the English language and shall include the findings of facts and conclusions of law upon which it is based. The decision or award shall be final and binding upon the Parties and judgment for execution and enforcement of any award may be entered upon in any court of competent jurisdiction.

23.3.7 Unless the arbitration tribunal rules to the contrary, each Party shall bear its own costs and expenses including those of its attorneys, witnesses and employees retained by it but the arbitration fees and costs shall be borne by the defaulting Party. Where the arbitration panel does not hold either Party as the defaulting Party, the arbitration panel shall reasonably decide the proportion in which arbitration fees and costs are to be shared by the Parties.

23.3.8 Notwithstanding the subsistence of any arbitration proceedings, the Parties shall continue

to perform their respective obligations under this Agreement and either Party shall not withhold, any payment obligation admitted by it.

Article 23.4 Remedies

23.4.1 Without prejudice to the right of either Party to arbitration under Article 23.3, either Party shall have the right to seek, from any court of competent jurisdiction, provisional measures in aid of arbitration, including, a temporary restraining order or preliminary injunction to prevent harm or damage.

23.4.2 Without prejudice to its right to arbitration, a Party shall be entitled to specifically enforce the terms and provisions of an Expert's decision, an arbitration award or an arbitral injunction in any court of competent jurisdiction. This remedy shall be in addition to any other remedy to which that Party may be entitled at law or in equity. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof shall be cumulative and not alternative, and the exercise of any right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy.

2.24 Article 24: Representations, Warranties and Covenants

Article 24.1 Seller's Representations and Warranties

24.1.1 24.1.1 The Seller represents and warrants to the Buyer that as of the date of the execution this Agreement the Seller is duly organized and validly existing under the Laws of the jurisdiction of its organization, with full power, authority and capability to enter into this
Agreement and to perform all acts contemplated in this Agreement.

24.1.2 24.1.2 The Seller represents and warrants to the Buyer that as of the date of its execution this Agreement is a valid and binding agreement of the Seller.

24.1.3 24.1.3 The Seller represents and warrants to the Buyer that as of the date of execution of this Agreement the execution, delivery and performance of this Agreement, and the performance of all acts contemplated herein by the Seller, do not constitute any of the following: (1) a contravention of any provisions of any document relating to the incorporation or constitution of the Seller, (2) a breach of or default under any material contract binding upon the Seller, or (3) a violation of any applicable Laws.

Article 24.2 Seller's Covenants

24.2.1 The Seller shall have good and marketable title to all Natural Gas delivered to the Buyer under this Agreement. Such Natural Gas shall be free from any liens, encumbrances, adverse claims and proprietary rights at the time of passing of title in accordance with Article 10, and no circumstances shall then exist which could give rise to any such encumbrances, adverse claims or proprietary rights in the Natural Gas other than those that may be caused by acts or omissions of the Buyer.

24.2.2 The Seller shall take all commercially reasonable steps necessary or desirable, and proceed diligently and in good faith and use all commercially reasonable efforts, as promptly as practicable, to obtain all Approvals to perform its obligations under this Agreement and shall exercise reasonable efforts to maintain in effect throughout the term of this Agreement those Approvals that are necessary for the Seller's performance of this Agreement.

Article 24.3 Buyer's Representations and Warranties

24.3.1 The Buyer represents and warrants to the Seller that as of the date of execution of this Agreement the Buyer is duly organized and validly existing under the Laws of [ ], with full power, authority and capability to enter into this Agreement and to perform all acts contemplated under this Agreement.

24.3.2 The Buyer represents and warrants to the Seller that as of the date of its execution this Agreement is a valid and binding agreement of the Buyer.

24.3.3 The Buyer represents and warrants to the Seller that as of the date of execution of this

Agreement the execution, delivery and performance of this Agreement, and the performance of all acts contemplated herein by the Buyer, do not constitute any of the following: (1) contravention of any provisions of any document relating to the incorporation or constitution of the Buyer, (2) breach of or default under any material contract binding upon the Buyer, or (3) violation of any applicable Laws.

Article 24.4 Buyer's Covenants

The Buyer shall take all commercially reasonable steps necessary or desirable, and proceed diligently and in good faith and use all commercially reasonable efforts, as promptly as practicable, to obtain the Approvals to perform its obligations under this Agreement and shall exercise reasonable efforts to maintain in effect throughout the term of this Agreement such Approvals.

2.25 Article 25: Confidentiality

Article 25.1 Confidential Information

25.1.1 Each Party shall maintain in strict confidence and protect the confidentiality of all the provisions and contents of this Agreement and of all information, reports, data, software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof and any reports, digests or summaries created or derived from any of the foregoing that is provided by one Party to the other Party ("**Confidential Information**"), and shall not disclose any such Confidential Information to any third party without the prior written consent of the other Party; provided however, that each Party shall be entitled to use the Confidential Information for any and all lawful purposes relating to its business, operations and activities, including the financing and auditing thereof and shall be entitled (without prior written consent of the other Party) to disclose Confidential Information to its respective Affiliates and to officers, directors and employees of such Affiliates, provided that such Party shall ensure that such Affiliates and its officers, directors and employees do not disclose further such Confidential Information.

25.1.2 The receiving party shall use the same degree of care and protection to protect the Confidential Information received by it from the disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

25.1.3 Notwithstanding Article 25.1.1, each Party may disclose Confidential Information to the extent that such Confidential Information was:

a. In the public domain prior to its delivery to such Party or after delivery it becomes part of the public domain without breach of any confidentiality obligations by the receiving Party under this Agreement;
b. Obtained from a third party with no known duty to maintain its confidentiality;
c. Required to be disclosed by applicable law or judicial or administrative or arbitral process or by any Governmental Instrumentality or by the rules of any recognized stock exchange on which the shares of a Party are traded;
d. Provided to professional advisors, agents, auditors or representatives of the Party as is reasonable under the circumstances; provided however, that the Party receiving such Confidential Information shall require such persons, to undertake in writing to keep such Confidential Information confidential and shall use its best efforts to ensure compliance with such undertaking; and
e. Prior to any such disclosure, the disclosing Party shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other

Party's sole costs.

25.1.4 The Parties that upon termination/expiry of this Agreement, the receiving Party shall promptly deliver to the disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the receiving party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 25.2 Remedies

The Parties agree that:

a. Damages would not be an adequate remedy for any breach of the provisions of this Article;
b. Either Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Article 25.2 by the other Party or a third party; and
c. No proof of special damages shall be necessary for the enforcement of this Article 25.2.

Article 25.3 Survival

The restrictions contained in this Article 25 shall survive the termination or expiration of this Agreement for a period of 2 years.

2.26 Article 26: Notices

Article 26.1 Notice

Unless otherwise provided in this Agreement, any notice to be given shall be in writing. Written notices may be delivered (1) by hand (including by express courier) against written receipt, (2) by first class mail postage prepaid, or (3) by facsimile copy with telephone confirmation thereof, promptly followed by a written notice sent by first class mail postage prepaid to the persons and addresses specified below.

Article 26.2 Service of Notice

A notice shall be deemed to have been served (1) when delivered by hand at the appropriate address for the receiving Party, (2) when received by facsimile copy or e-mail, or (3) if sent by first class mail postage prepaid, [5] Days after it was posted, In proving service by first class mail, it shall be sufficient to prove that the letter containing the notice was properly addressed and stamped and posted. The names and addresses for the service of notices referred to in this Article 26.2 are:

For notices to the Buyer, a copy to:	For Notice to the Seller, a copy to:
Attention:	Attention:
Facsimile:	Facsimile:
Telephone:	Telephone:
Email:	Email:

Either Party may change its notice address, telephone number or facsimile number by notice to the other Party in the manner specified under this Article. The Parties agree to promptly notify the other Party of a change in address, telephone number or facsimile number or email address. The Parties may identify other addressees for operational notices.

Article 26.3 Form of Notices

All notices under this Agreement shall detail the form of Exhibit B and shall be sent by electronic mail the Person to whom it is addressed and who is responsible for any action and the address for such operational notice including the appropriate postal address, facsimile numbers and electronic mail addresses. The names, addresses or numbers in Exhibit B shall be updated from time to time as and when necessary and will be confirmed as valid by each Party within thirty [30] Days of the commencement of each Contract Year.

2.27 Article 27: Assignment

27.1.1 Except as provided in Articles 27.1.2, 27.1.3 and 27.1.4, neither Party shall assign any or all of its rights nor delegate any or all of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied, and any attempt to assign or delegate without obtaining a required consent shall be of no effect.

27.1.2 A Party shall have the right to assign any or all of its rights under this Agreement as collateral security in order to obtain financing for their respective facilities ("Financial Assignee"). The other Party agrees to execute such consent to the collateral assignment of this Agreement, as may be reasonably required by a Financial Assignee, so long as such consent neither materially diminishes the rights of the other Party under this Agreement or imposes any material obligation on the consenting Party.

27.1.3 The Parties acknowledges that as a result of an assignment of the other Party's rights under this Agreement: (1) they may be obligated to notify the assignee if the is default under this Agreement, (2) the assignee may have the right to cure defaults under this Agreement and (3) the assignee may have the right, upon the occurrence of a default under the financing agreements, to assign the rights under this Agreement to a nominee and to assume or cause such nominee to assume all of the obligations of the Seller under this Agreement. No assignment under this Article 28, and no assumption of obligations by the assignee or its nominee, shall relieve the assignor of any of its obligations, unless all of the assignor's obligations are assumed by an assignee (including a transferee who acquires its rights from the assignor's Financial Assignee in the exercise of its remedies under such collateral assignment in compliance with all of the requirements of Article 27.1.6.

27.1.4 The Buyer shall have the right to assign any or all of its rights under this Agreement, without the consent of the Seller but with written notice of [ ] Days to the Seller, to (1) an investor or consortium of investors procured by a Governmental Instrumentality for the purpose of constructing and operating the Independent Power Plant, and/or (2) a financial institution in connection with the financing or refinancing of the Independent Power Plant or the Nominated Receiving Facilities upon request from such financial institution.

27.1.5 Each of the Parties shall have the right to assign any or all of its rights and delegate any or all of its rights under this Agreement, without the consent of the other Party but upon written notice of such intent, either to an Affiliate or to a third party that acquires the assigning Party or the assigning Party's business in connection with a merger, corporate reorganization restructuring or transfer of all or substantially all of its assets business or share capital.

27.1.6 Notwithstanding the foregoing provisions of this Article 27, the delegation of any or all of

a Party's obligations in connection with the assignment of this Agreement by such Party, whether with or without the consent of the other Party, shall not relieve the assigning Party of any of its obligations unless (1) the assignee has the capability to perform all the obligations of the assigning Party on a basis similar to the assigning Party, (2) the assignee assumes all of the assigning Party's obligations, (3) the assignee's ultimate parent is no less creditworthy than the assigning Party's ultimate parent, and (4) the assignee provides a guarantee, in the applicable form attached as Exhibit N in favor of the other Party.

2.28 Article 28: Miscellaneous

Article 28.1 Governing Laws and Compliance

28.1.1 The interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of [ ].

28.1.2 Each Party shall, in the performance of this Agreement, comply with all applicable Laws in effect on the date this Agreement was entered into, and as they may be amended from time to time.

28.1.3 The Parties shall use all reasonable endeavors to obtain and maintain in force all Approvals and shall co-operate fully with each other wherever necessary for this purpose.

Article 28.2 Responsibility for Contractors

Each Party shall be responsible for all acts, omissions, and other failures of any entities that it contracts with (including Affiliates and subcontractors) to perform its obligations and any actions on the part of such entities shall be attributable to the Party that has responsibility for their performance.

Article 28.3 Language

The language of this Agreement and all other documentation and notices relating to this Agreement shall be the English language.

Article 28.4 Amendment

This Agreement shall only be amended, modified or supplemented by a written instrument signed by both Parties.

Article 28.5 Waiver

Neither Party shall be deemed to have waived any right under this Agreement, unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or acquiescence therein.

Article 28.6 Entire Agreement; Exhibits

This Agreement constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof. All previous documents, undertakings and agreements whether oral, written or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled in all respects and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the Exhibits, Exhibits or attachments. The Exhibits, Exhibits or attachments are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

Article 28.7 Third Party Beneficiaries

This Agreement shall not be construed as creating any rights or benefits in any person or entity, other than the Parties and their respective successors and permitted assigns.

Article 28.8 No Partnership

Nothing contained in this Agreement shall be construed (1) to create an association, trust, partnership, or joint venture, (2) to impose a trust or partnership duty, obligation, or liability on or with regard to either Party, (3) to create any principal/agent relationship between the Parties, or (4) to create any duty, standard of care or liability to any person or entity that is not a Party.

Article 28.9 Severability

The provisions of this Agreement are severable, and if any portion of this Agreement is deemed legally invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect; provided however that if a provision is held to be invalid or unenforceable, the Parties shall negotiate in good faith to adopt a replacement provision to carry out, in effect, the Parties' original intention to the extent permitted by applicable law.

Article 28.10 Consequential Loss or Damage

Notwithstanding anything contained in this Agreement but without prejudice to the express remedies set forth herein and the indemnity obligations of the Parties under Article 22, neither Party shall be liable to the other Party for or in respect of any consequential loss or damage, including any claim, demand or action made or brought against the other Party by a third party, or for special or punitive damages or loss of profits or business interruption, suffered or incurred by the other Party resulting from breach of or failure to perform this Agreement or the breach of any representation or warranty, whether express or implied.

Article 28.11 Tortious Liability

The Parties recognize that, with respect to breaches of this Agreement (and acts or omissions which constitute breaches), their relationship with each other is contractual and that neither Party shall have any claim against the other in tort with respect to such breaches. This Article 28.11 is not intended to exclude a Party's right of contribution or indemnity against the other to the extent such right would be available by contract or in law or equity.

Article 28.12 Replacement Indices, References or Standards

If any of the pricing indices referred to in Article 16 or any other reference or standard produced or reported by a third party and relevant to the implementation of this Agreement are not published for the relevant period or if there is any material change and/or alteration in the basis of their calculation, then such alternative index, reference or standard that the Parties agree produce as nearly as possible the same economic and, as applicable, technical result, shall be substituted. If the Parties are unable to agree, under the provisions of Article 16, to the substitution of an alternative index, reference or standard within ninety 90 Days after any such index, reference or standard ceased to be published, is not published, or the calculation basis changed, the matter shall be resolved in accordance with Article 23.

Article 28.13 Survival

Notwithstanding anything to the contrary herein, the provisions set forth under Article 19 (Force Majeure), Article 20.5 (Remedies), Article 22 (Indemnity), Article 23 (Dispute Resolution), Article 24 (Representations, Warranties and Covenants), Article 25 (Confidential Information; to the extent set forth in Article 25.3), and Article 28 (Miscellaneous), shall continue and survive any expiry or termination of this Agreement.

Article 28.14 Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in one or more than one counterparts, each of which shall be deemed to be an original as of the day and year first written.

[Seller]

[Buyer]

Signed for and on behalf of	Signed for and on behalf of
Afghan Gas Enterprise	Sheberghan Independent Power Plant
By: By:	

2.29 Exhibit A - List of Approvals

Seller's Approvals

1.
2.
3.
4.
5.
6.
7.

Buyer's Approvals

1.
2.
3.
4.
5.
6.
7.

2.30 Exhibit B -Form of Notice of Satisfaction

2.31 Exhibit C – Main Contract Packages

Seller's Main Contracts

1.
2.
3.
4.
5.
6.
7.

Buyer's Main Contracts

1.
2.
3.
4.
5.
6.
7.

2.32 Exhibit D - Delivery Rate

Build up Period First 12 Months Second 12 Months

Annual Contract Quantity

Year 3
Year 4
Year 5
Year 6
Year 7
Year 8
Year 9
Year 10
Year 11
Year 12
Year 13
Year 14
Year 15
Year 16
Year 17
Year 18
Year 19
Year 20
Year 21
Year 22
Year 23
Year 24
Year 25

2.33 Exhibit E - Maximum Off take Rate Maximum Hourly

Maximum Daily

2.34 Exhibit F - Nominated Receiving Facilities

2.35 Exhibit G - Natural Gas Quality Specifications

Item	Specification	Acceptable Deviation
Carbon (%)	[ ]	+/- 3
Hydrogen (%)	[ ]	+/- 0.3
Nitrogen (%)	[ ]	+/- 0.1
Sulfur (%)	[ ]	+/- 0.03
Oxygen (%)	[ ]	+/- 0.5
Ash (%)	[ ]	+/- 4
Water Content (%)	[ ]	+/- 0.05
Fixed Water (%)	[ ]	+/- 0.20
Vaporized (%) Substances	[ ]	+/- 1
Low Heat (Kcal/kg)	[ ]	+/- 300

2.36 Exhibit H - Measurement Facilities and Standards

2.37 Exhibit I - Alternate Fuel Specifications

2.38 Exhibit J - Delivery Points for Delivery of Alternate Fuel

2.39 Exhibit K - Buyer's Insurance Policies

Until the Nominated Receiving Facilities and the Sheberghan Independent Power Plant have been Commissioned, the Buyer shall effect and maintain, or shall cause any Project Contractor engaged in connection with construction of all or part of the Works to effect and maintain, such construction-related insurance with respect to that part of the Works then in progress as the Company acting in accordance with International Best Practice considers appropriate, which shall include the following insurance with the minimum single event coverage and maximum deductibles:

Insurance Type	Minimum Coverage (US$)	Maximum Deductible(US$)
Construction All Risks	$200 million	$10 million
General Liability (including Breach of Contract)	$10 million	$ 1 million
Workers Compensation and/or Employer's Liability	Per Afghan law	Per Afghan law

Following the Commissioning of the Nominated Receiving Facilities and the Sheberghan Independent Power Plant, the Buyer shall effect and maintain, or shall cause the Operator (or other Project Contractor engaged in connection with all or a part of the operation of the Power Plant) to effect and maintain, such operating related insurance with respect to the operation and maintenance of the Power Plant as the Company acting in accordance with International Best Practice considers appropriate, which shall include the following insurance with the minimum single event coverage and maximum deductibles:

Insurance Type	Minimum Coverage (US$)	Maximum Deductible (US$)
Operator's All Risk (excluding business interruption but including interconnection line)	$ 200 million	$10 million
General Liability (including Breach of Contract)	$10 million	$1 million
Workers Compensation and/or Employer's Liability	Per Afghan law	Per Afghan law

2.40 Exhibit L - Seller's Insurance Policies

During the Commissioning Period, the Seller shall effect and maintain, or shall cause any Project Contractor engaged in connection with construction of all or part of the Works to effect and maintain, such construction-related insurance with respect to that part of the Works then in progress as the Company acting in accordance with International Best Practice considers appropriate, which shall include the following insurance with the minimum single event coverage and maximum deductibles:

Insurance Type	Minimum Coverage (US$)	Maximum Deductible (US$)
Construction All Risks	$200 million	$10 million
General Liability (including Breach of Contract)	$10 million	$ 1 million
Workers Compensation and/or Employer's Liability	Per Afghan law	Per Afghan law

From the Start-up of delivery, the Seller shall effect and maintain, or shall cause the Operator (or other Project Contractor engaged in connection with all or a part of the operation of the Power Plant) to effect and maintain, such operating related insurance with respect to the operation and maintenance of the Power Plant as the Company acting in accordance with International Best Practice considers appropriate, which shall include the following insurance with the minimum single event coverage and maximum deductibles:

Insurance Type	Minimum Coverage (US$)	Maximum Deductible (US$)
Operator's All Risk (excluding business interruption but including interconnection line)	$ 200 million	$10 million
General Liability (including Breach of Contract)	$10 million	$1 million
Workers Compensation and/or Employer's Liability	Per Afghan law	Per Afghan law

2.41 Exhibit M - Form of Assignment Guarantee

2.42 Exhibit N - Form of Payment Support