

**West African Gas
Pipeline Company Limited**

2nd Floor, Millennium Heights Building
No. 10, Airport Commercial Area
P. O Box OS 458, Osu
Accra, Ghana

Tel + 233 (21) 780501
+ 233 (21) 780502
+ 233 (21) 7011326/7
Fax + 233 (21) 780503

15th December, 2004

Mr. Joe Klemesu
Director General
WAGP Authority
c/- ECOWAS Secretariat PMB 401
60 Yakubu Gowan Crescent
Asokoro District
ABUJA, FCT Nigeria

Re: West African Gas Pipeline System Access Code

The International Project Agreement dated 22nd May, 2003 relating to the West African Gas Pipeline Project ("IPA") provides:

- (a) for the West African Gas Pipeline Authority, a body to be formed pursuant to the West African Gas Pipeline Treaty, to agree with West African Gas Pipeline Company Limited ("WAPCo") on the terms of the Access Code to apply to the West African Gas Pipeline; and
- (b) that pending the formation and empowerment of the WAGP Authority, the Steering Committee acts in the place of the WAGP Authority.


On 22nd July, 2003 the Steering Committee delegated to the Interim WAGP Authority Pursuant to Clause 11.2 of the IPA the power to perform the tasks assigned to the WAGP Authority under the IPA, and on 2nd December, 2004, by Special Power of Attorney in favour of Mr. Joe Klemesu as Director General of the Authority (a copy of which is annexed to this Agreement), authorized the execution of this Agreement.

This letter is to document the agreement of the WAGP Authority and WAPCo to the Access Code in the form attached. WAPCo acknowledges that this agreement has satisfied Paragraph (k) of Schedule 4 to the IPA.

If necessary, the Access Code shall be further amended to reflect further revisions to the Pipeline Development Plan made in accordance with the Pipeline Development Plan Approval Agreement dated 15th December 2004. Following an amendment to the Access Code in accordance with this Clause, the Company shall prepare and provide to the Authority, and publish in accordance with the IPA, a revised version of the Access Code.

The parties have given the following undertakings as part of their agreement:

- (1) Both parties undertake that not less than six months prior to the Open Access Commencement Date, the West African Gas Pipeline Authority and WAPCo will meet for the purposes of negotiating in good faith any modification of the Access Code that may be necessary to implement Open Access to the Pipeline System.



- (2) WAPCo undertakes to submit an amendment to the Access Code should it offer services with regard to Gas Transportation Agreements that are not reflected in the Access Code but are nevertheless within the scope of the IPA.
- (3) WAPCo undertakes to publish the Access Code by making it available on its website and, upon payment of duplication costs, in paper copy at its administrative offices.
- (4) The West African Gas Pipeline Authority will maintain the confidentiality of all documents provided to it by the Transporter and Shipper in the course of dispute resolution proceedings conducted under the Access Code.
- (5) The West African Gas Pipeline Authority will maintain the confidentiality of information submitted under the Access Code that is designated by WAPCo as commercially sensitive; subject to the obligations on public disclosure of information imposed on regulatory bodies under the legislation or regulations of the States that are parties to the IPA.

Acknowledged and Agreed by the undersigned,

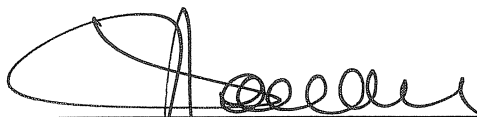
On behalf of
West African Pipeline Company Limited
(WAPCo)



Managing Director

Dated: 15 December 2004

On behalf of
IWAGP Authority



Director General

Dated: 15 December 2004



Power of Attorney

At the Steering Committee of Ministers Meeting held in Elmina on December 02, 2004, the Committee approved the following documents pertaining to the West African Gas Pipeline Project, which are appended to this Power of Attorney:

- The Access Code Agreement;
- The Tariff Methodology Agreement;
- The Reference Tariffs Application Agreement
- The Pipeline Development Plan;
- The WAPCo Ordinary Shareholder Loan Agreement Approval Instrument

And, in accordance with Article 11.2 of the IPA, the Steering Committee of Ministers hereby grants a special power of attorney to Mr Joe Klemesu, the Director General of the West Africa Gas Pipeline Authority to sign the above listed documents.

Prepared in Elmina on the 2nd day of December 2004.

For and on behalf of the WAGP Steering Committee of Ministers



Dr. P. Kwesi Nduom

Chairman



WEST AFRICAN GAS PIPELINE COMPANY LTD

(a company incorporated under the laws of Bermuda)
Clarendon House, 2 Church Street, Hamilton HM11 Bermuda

ACCESS CODE

PART A: Information on Access to Transportation Services

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Background

1. This Access Code is published pursuant to Clause 26 of the International Project Agreement (the IPA).
2. The Republics of Benin, Ghana and Togo, the Federal Republic of Nigeria (the States) entered into the Treaty on the West African Gas Pipeline Project at Dakar on 31st January 2003, pursuant to which they agreed, amongst other things, to implement and respect the terms of the IPA, to establish the WAGP Authority, the WAGP Tribunal and the Fiscal Review Board and to foster a stable and harmonised legal environment in which the project will operate.
3. The States and the West African Gas Pipeline Company Ltd (the Transporter) entered into the IPA on the 22nd May 2003.
4. The IPA requires the Transporter to agree an access code to apply, subject to certain exceptions, to all gas transportation agreements.
5. The Transporter has agreed to the extent and in the circumstances set out in this Access Code and subject to the limitations set out in the IPA and the availability of capacity, to enter into Gas Transportation Agreements with any prospective Shipper meeting the eligibility criteria on the terms set out in and subject to this Access Code.

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1. Duration of the Access Code

- 1.1. The Access Code will be effective from the Construction Commitment Date and shall continue in force for as long as the IPA is in force
- 1.2. The Access Code may be amended from time to time by written agreement between the Transporter and the WAGP Authority.
- 1.3. The Access Code may be terminated in accordance with **Clause 8**.

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2. Open Access

Non-Discrimination

2.1. Transportation Services are to be provided on the basis of non-discrimination. This does not mean that all services are identical. It means that the Transportation Services are available to all Shippers who are in the same circumstances.

Furthermore, Gas Transportation Agreements with an Affiliate or Shareholder shall be at arms length and subject to the following conditions:

- a. The tariff charged will be the sole consideration for the Gas Transportation Agreement.
- b. The Affiliate or Shareholder will be subject to same level of liability to the Transporter and requirements for security and insurance as other Shippers.
- c. The terms of the Gas Transportation Agreement, including the tariff charged, will not be influenced by the relationship with the Affiliate or Shareholder.
- d. The Transporter shall not provide information about the Pipeline System and its operational aspects to its Affiliate or Shareholders unless such information is also available to other Shippers or prospective Shippers.
- e. The Transporter and any party connected with the operation or management of the Pipeline System will not have any interest in the purchase and sale of the natural gas being transported under the Gas Transportation Agreement.
- f. The Transporter's representatives responsible for negotiating and approving the Gas Transportation Agreement that are employed by or seconded from the Affiliate or Shareholder shall not be subject to the management or supervision of the Affiliate or Shareholder.

2.2. Subject to **Clause 2.3**, after the Construction Commitment Date the Transporter shall, unless otherwise agreed in writing with the WAGP Authority, enter into Gas Transportation Agreements with any Shipper meeting the criteria for eligibility on the terms set out in and subject to Part B of this Access Code.

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Limited access prior to Open Access Commencement Date

- 2.3. Subject to **Clause 2.4**, prior to the Open Access Commencement Date the obligation under **Clause 2.2** shall only apply in respect of Shippers of, and Gas Transportation Agreements for, the transportation of:
- a. Gas which is produced in Nigeria by Chevron Nigeria Limited, Nigerian National Petroleum Corporation or The Shell Petroleum Development Transporter of Nigeria Limited or their Affiliates; or
 - b. Gas produced in Benin, Togo or Ghana.

Restricted access

- 2.4. Prior to the Open Access Commencement Date, if:
- a. a potential Buyer or other purchaser of Natural Gas is willing to pay the Access Reference Price to buy Gas delivered at a delivery point into ELPS; and
 - b. the Nigerian Commercial Group Members, or their Affiliates or representatives, are not willing at that time to sell Gas at the Access Reference Price delivered at a delivery point into ELPS; and
 - c. another potential seller of Gas produced in Nigeria is willing to sell Gas delivered at a delivery point into ELPS at a price which is less than the price at which the Nigerian Commercial Group Members, or their Affiliates or representatives, are willing at that time to sell Natural Gas delivered at a delivery point into ELPS; and
 - d. that potential Buyer or other potential purchaser and the potential seller enter into a bona fide gas sales contract on those terms,
- the Transporter shall grant access to the Pipeline System on the terms set out in and subject to the Access Code for Gas sold under that gas sales contract.
- 2.5. The Transporter may refuse to grant access to the Pipeline System on the following grounds:
- a. The provisions of **Clauses 2.3** or **2.4** apply;
 - b. The person seeking access is not a Shipper;

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- c. The Transporter has reasonable grounds for believing that the person seeking access
 - i. does not have the technical ability or resources to carry out its obligations under this Access Code
 - ii. does not have the financial ability or resources to carry out its obligations under this Access Code
 - iii. does not have access to Gas meeting the Receipt Gas Specification
- d. The Transporter has reasonable grounds for believing that granting access would impose unreasonable risk to the integrity and safety of the Pipeline System and its operation, including the security of the Transporter's service commitments to other Shippers.



3. Gas Transportation Agreements

The Terms for Gas Transportation

- 3.1. The Transporter and a Shipper shall be entitled to negotiate Gas Transportation Agreements on commercial terms established pursuant to Part B of the Access Code. The Transporter undertakes not to enter into Gas Transportation Agreements (except the Gas Transportation Agreements executed prior to the Final Investment Decision) other than in accordance with the provisions of this Access Code without the prior written consent of the WAGP Authority.
- 3.2. A Gas Transportation Agreement will incorporate by reference the provisions of Part B (General Terms and Conditions) and any variations negotiated between the Transporter will be set out in Clause 7 of the Pro-Forma Gas Transportation attached as Schedule B3 of Part B of the Access Code.

Charges in accordance with the Approved Tariff Methodology

- 3.3. In respect of all Gas Transportation Agreements executed after the Final Investment Decision, the Transporter shall charge for transportation of gas in accordance with the Approved Tariff Methodology, unless otherwise agreed with the WAGP Authority.
- 3.4. Where the Approved Tariff Methodology is amended, the amended Approved Tariff Methodology shall apply only in respect of Gas Transportation Agreements entered into by the Transporter subsequent to the effective date of that amendment.
- 3.5. Not less than 30 days prior to the start of each year, or at such other times as may be agreed between the Transporter and the WAGP Authority, the Transporter shall provide to the WAGP Authority its calculations of the Real Tariffs and the Reservation Charges to apply for the following year, or for such other periods as may be agreed, and a statement of the application of the Inflation Index and the assumed quantities on which the calculations are based. The WAGP Authority shall promptly confirm in writing to the Transporter the accuracy of the calculation, or

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advise the Transporter of any error in the calculation. The WAGP Authority may consult with Buyers or Shippers prior to giving its advice.

- 3.6. If the WAGP Authority does not promptly provide written confirmation of the accuracy of the calculation of the Real Tariffs and the Reservation Charges;
- a. the first time that such written confirmation is requested, the Transporter shall charge a tariff based on its calculations; and
 - b. in all subsequent years the Transporter shall be entitled to charge Shippers the Reservation Charge approved for the immediately preceding year,
- until the WAGP Authority provides written confirmation of the calculations. The Transporter shall if necessary following the receipt of written confirmation from the WAGP Authority, promptly make any required adjustments to the Reservation Charges will effective retroactively from the beginning of the relevant year.

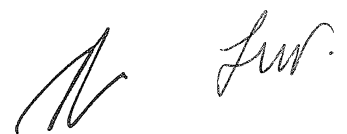
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4. Commitment to Expand Capacity

- 4.1. Subject to **Clause 4.3** below, the Transporter shall expand the capacity of the Pipeline System from time to time as required to meet the Reserved Capacity requirements of Shippers up to the Maximum Capacity, provided that
- a. the Transporter has received a request or requests for Reserved Capacity for a term of at least 5 years from Shippers
 - i. with confirmed access to supply and verified market demand, and
 - ii. who meet the requirements of the Access Code for Shippers,
 - iii. who undertake a binding contractual commitment to pay for the service under a valid Gas Transportation Agreement, and
 - b. if the Transporter undertakes the expansion to create the capacity
 - i. the incremental return to the Transporter from the cost of the expansion satisfies the Expansion Economic Criteria; or
 - ii. where the Expansion Economic Criteria are not satisfied, the expansion is paid for by a Shipper or a Buyer or one or more States.
- 4.2. If the Transporter receives a request or requests from one or more prospective Shippers meeting the requirements of **Clause 4.1.a** for Reserved Capacity, which would require an expansion of the Pipeline System in accordance with **Clause 4.1** but the Expansion Economic Criteria are not satisfied, the Transporter and the WAGP Authority shall negotiate in good faith on an amendment to the Approved Tariff Methodology or an extension to the period during which it is to apply or a change to the Approved Pipeline Development Plan, which would enable the Expansion Economic Criteria to be met.

Approvals and agreement required

- 4.3. The obligation of the Transporter under **Clause 4.1** is subject to the Transporter receiving all necessary approvals or permits (including environmental and technical approvals as provided in Schedule 19 of the IPA) and to the appropriate

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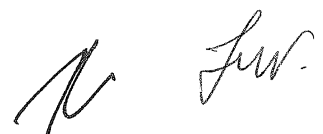
amendments to the Approved Pipeline Development Plan being made. Where the conditions set out in **Clause 4.1.b** are satisfied, the Transporter shall use all reasonable endeavours to obtain all such approvals and agree on the appropriate amendment to the Approved Pipeline Development Plan.

Ownership of additional facilities

4.4. Subject to any agreement at the time, where **Clause 4.1.b.ii** applies and the expansion of the Pipeline System is paid for by another person, the additional facilities will be constructed to the specification required by the Transporter and the ownership will be transferred to the Transporter on completion of satisfactory commissioning or at such other time as may be agreed. The basis for such payment by another person and the economic consequences for the payer shall be determined in the agreement reached at the time.

Authorised Expansions

4.5. Where the Transporter proposes to make an Authorised Expansion, it shall notify the WAGP Authority accordingly in writing. The Transporter, the WAGP Authority, the States and the relevant Technical Authorities and State Environmental Protection Authorities shall follow the process set out in Schedule 19 of the IPA to achieve all necessary approvals for the Authorised Expansion, and amendment to the Approved Pipeline Development Plan and to the conditions of the relevant Pipeline Licence. The amendment to the Pipeline Licence for the purposes of the Authorised Expansion shall constitute approval for the Transporter to construct the Authorised Expansion.

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5. Undertakings Not to Engage in Gas Sales and for Efficient Operation

- 5.1. The Transporter undertakes that it will not sell Gas other than Gas used or disposed of for operational purposes including, but not limited to, linepack and commissioning gas. For the avoidance of doubt the Transporter's obligation under this **Clause 5.1**, does not prohibit the Transporter from providing services to Shippers such as back-up Gas supplies.
- 5.2. The Transporter undertakes that it will use all Gas used for or consumed in the operation and maintenance of the Pipeline System, including compressor station fuel and fuel used for other utility purposes, together with line losses and other unaccounted-for losses of Gas incurred in such operations efficiently in accordance with Good Engineering Practice.
- 5.3. To the extent required with the growth of natural Gas infrastructure, the Transporter and Shippers shall in the negotiation of Gas Transportation Agreements and ancillary agreements promote standardization for the efficient operation of the Pipeline System.

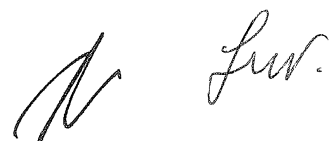
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6. Exercise of Functions and Powers by the WAGP Authority

6.1. The WAGP Authority will:

- a. negotiate and approve the terms and conditions of the Access Code and any amendments thereto;
- b. monitor compliance with the Access Code and the Approved Tariff Methodology
- c. mediate in disputes between prospective Shippers and the Transporter;
- d. exercise its functions and powers in a manner consistent with the Treaty on the West African Gas Pipeline signed at Dakar on the 31st January 2003, the Enabling Legislation, the Regulations and the IPA.

6.2. The WAGP Authority may give the Transporter notification accordance with Clause 26.7 of the IPA that it has not complied with Clauses 14.3 and 26.3 of the IPA and depending upon the outcome of dispute resolution under the IPA, the States may adopt the Access Code by regulation.

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7. Payments due to the WAGP Authority

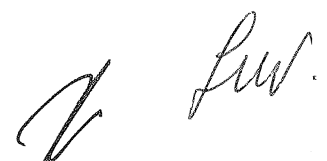
7.1. The Transporter will contribute to the funding of the WAGP Authority in the following manner:

- a. For each calendar year or part thereof from the Construction Commitment Date up until the Commercial Operation Date, the WAGP Authority will advise the Transporter in writing of its funding requirement (in US dollars) for the activities it is required to carry out by the IPA and the WAGP Treaty. This funding requirement may include the cost of hiring of consultants or other services reasonably required for the WAGP Authority for the activities it is required to carry out by the IPA or the WAGP Treaty which are to be performed during that period. The funding requirement notified by the WAGP Authority in accordance with this paragraph shall be a reasonable amount for the carrying out of the activities to which the funding relates, and shall include a detailed breakdown of the anticipated expenditure of the WAGP Authority. The Transporter shall provide a copy of that detailed breakdown to all Shippers. The Transporter will pay to the WAGP Authority the amount of the notified funding requirement, in quarterly instalments in advance, commencing on the first day of the first quarter which begins after the Construction Commitment Date.
- b. For each calendar year or part thereof after the Commercial Operation Date, the WAGP Authority shall notify the Transporter in advance of its funding requirement (in US dollars) for the activities it is required to carry out by the IPA and the WAGP Treaty for that year in excess of retained funds, including for the hiring of consultants or other services reasonably required for the WAGP Authority for those activities, but excluding any costs of auditing the Transporter which in accordance with Clause 10 of the IPA are not to be included in the calculation of the funding requirement (which costs shall be payable by the States in accordance with Clause 9.5 of the IPA). The funding requirement notified by the WAGP Authority in accordance with this paragraph shall be a reasonable amount for the carrying out of the activities to which the funding relates, and shall include a detailed breakdown of the

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anticipated expenditure of the WAGP Authority. The Transporter shall provide a copy of that detailed breakdown to all Shippers.

- c. The funding requirements notified by the WAGP Authority in accordance with **Clauses 7.1.a** and **7.1.b** above may include a component (which shall not be greater than 10% of the entire funding requirement for that calendar year) which is a contingency amount. The WAGP Authority may accumulate contingency amounts and other unspent funds in a contingency account, which shall be invested in secure liquid investments by the WAGP Authority. Any amount in the contingency account may be utilised by the WAGP Authority for its funding requirements if for any reason there is a shortfall in the funding of the WAGP Authority out of monies received from the WAGP Authority Charge or other sources.
- d. With effect from the Commercial Operation Date, the Transporter shall (subject to **Clauses 7.1.e** and **7.1.g**) charge Shippers a monthly WAGP Authority Charge in accordance with Clause 9.4 (d) of the IPA.
- e. Subject to **Clause 7.1.g** the Transporter shall charge Shippers the WAGP Authority Charge in all months after the Commercial Operation Date, allocated between all Shippers and Foundation Shippers in proportion to their Reserved Capacity, provided however that the amount charged to and payable by such Shippers shall be reduced proportionately to the extent that their obligation to pay for Reserved Capacity is reduced in that month due to events of force majeure, or default by the Transporter, under their respective Gas Transportation Agreements. If the Transporter is in default under a Gas Transportation Agreement and as a consequence a Shipper is relieved from paying an amount which it would otherwise have been liable to pay in accordance with this paragraph, the Transporter shall nevertheless be liable to pay that amount to the WAGP Authority.
- f. The Transporter shall, as soon as practicable following receipt thereof, pay to the WAGP Authority all amounts received by the Transporter under **Clause 7.1.e** in respect of a month less the amount in respect of that month calculated under sub-paragraph 9.4 (e) (i) of the IPA

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g. Notwithstanding **Clauses 7.1.a, 7.1.b** and **7.1.c**, the WAGP Authority Charge shall not exceed in any month an amount determined in accordance with **Clause 7.1.h** per MMBtu (or its volumetric equivalent) of Reserved Capacity per day, and the amount to be charged by the Transporter in respect of the funding requirement notified by the WAGP Authority, and paid over to the WAGP Authority in accordance with **Clause 7.1.f** following receipt, shall not exceed that amount minus the amount calculated under sub-paragraph 9.4 (e) (i) of the IPA.

h. The amount referred to in **Clause 7.1.g** shall be:

i. In the calendar year in which the Commercial Operation Date occurs, and the following 9 calendar years, an amount determined by the following formula:

$$\text{US\$}0.013 \times (I_Y \div I_0); \text{ and}$$

ii. In all subsequent calendar years, an amount determined by the following formula:

$$\text{US\$}0.007 \times (I_Y \div I_0),$$

in each case where:

I_0 = The average of the Inflation Index for the twelve calendar months up to and including October 31 prior to the calendar year in which the Final Investment Decision occurs; and

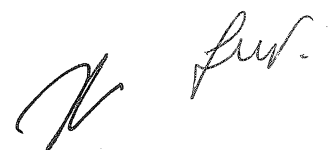
I_Y = The average of the Inflation Index for the twelve calendar months up to and including October 31 prior to the calendar year for which the calculation is being made.

i. Notwithstanding **Clause 7.1.f**, if it appears likely that there will be a shortfall in the funding of the WAGP Authority because of the cap referred to in **Clause 7.1.g** and the recovery by the Transporter of the amounts referred to in sub-



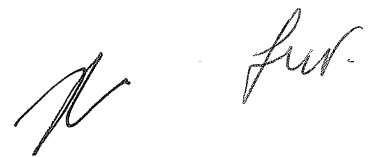
paragraph 9.4 (e) (i) of the IPA, the Transporter and the WAGP Authority may agree in writing that the amount payable to the WAGP Authority under paragraph f above shall be increased by deferring the recovery by the Transporter of the amount due to it as calculated under sub-paragraph 9.4 (e) (i) of the IPA. Such an agreement may include provisions for the inclusion in the WAGP Authority Charge of an amount for the recovery by the Transporter in accordance with sub-paragraph 9.4 (e) (i) of the IPA over a period longer than 10 years.

- 7.2. These provisions of this Part A are intended to create a direct obligation between the Transporter and the WAGP Authority which is the same as the obligation given to the States and set out in Clause 9 of the IPA. For the avoidance of doubt, any payment due under these provisions and the similar provisions of the IPA is one single payment and in the event of any conflict between these provisions and the similar provisions of the IPA, the provisions of the IPA shall prevail.

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8. Termination

- 8.1. The Transporter may by written agreement with the WAGP Authority terminate this Access Code at any time. Following such agreement, the Transporter shall be relieved of the obligations set out in **Clauses 2, 3.1, 4, 5, and 7** of this Part A with immediate effect and may by notice in writing to all Shippers having Gas Transportation Agreements and/or ancillary agreements effective at the date of the notice terminate all such Gas Transportation Agreements and/or ancillary agreements.
- 8.2. If the International Project Agreement is terminated, the Transporter may give notice of termination of the Access Code in writing to the WAGP Authority and the Access Code shall terminate on the date stated in the notice from Transporter.
- 8.3. The termination of the Access Code pursuant to this **Clause 8** shall be without prejudice to any ongoing arbitration proceedings commenced pursuant to the Access Code or a Gas Transportation Agreement or any outstanding obligations arising under any Gas Transportation Agreement entered into in accordance with the terms of the Access Code or the discharge of any ancillary agreement.

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SCHEDULE A1

CALCULATION OF RESERVATION CHARGES

NOTE:

- A. *This Schedule comprises an extract from the Tariff Methodology Agreement dated [] between the WAGP Authority and the Transporter.*
- B. *References to paragraphs are references to paragraphs of this Schedule A1*

1. GENERAL

1.1 The actual Reservation Charges to be charged to Shippers and Foundation Shippers are calculated as set out below. The starting point for the calculation of the Reservation Charges is the Reference Tariffs, which were established at the time of the Final Investment Decision. At that time a number of sets of Reference Tariffs were established. The criteria for determining which of these sets of Reference Tariffs applies at any time are set out in paragraph 3 below. From these, Real Tariffs in FID Dollars are calculated for each calendar year. These Real Tariffs are adjusted for inflation to determine the actual Reservation Charges to be charged during the calendar year in question. Finally, at the end of the calendar year there is a recalculation and reconciliation, with adjustments payable to or by Shippers and Foundation Shippers.

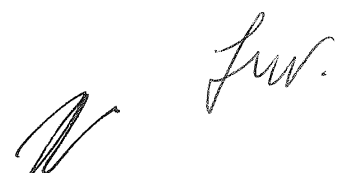
2. CLASSES OF RESERVATION CHARGE

2.1 There are three different classes of Reservation Charge, as follows:

- (a) Foundation Reservation Charge;
- (b) Standard Reservation Charge; and
- (c) Industrial Development Reservation Charge.

Foundation Reservation Charge

2.2 The Foundation Reservation Charge is charged in respect of all reserved capacity which is reserved under Foundation Gas Transportation Agreements.

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Standard Reservation Charge

2.3 The Standard Reservation Charge is charged in respect of all Reserved Capacity which is reserved under Gas Transportation Agreements, except to the extent that quantities of Reserved Capacity qualify for the Industrial Development Reservation Charge or a charge under **Clause 8.4.c of Part B** of the Access Code.

2.4 The Standard Reservation Charge is set so that at all times during the Primary Transportation Term it will be, in nominal terms, US Dollars 0.10 per Day per MMBtu per day greater than the Foundation Reservation Charge.

Industrial Development Reservation Charge

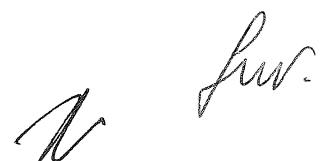
2.5 The Industrial Development Reservation Charge will be charged to Shippers when applicable:

- (a) in the relevant Gas Transportation Agreement; and
- (b) pursuant to **Clause 8.5 of Part B** of the Access Code.

2.6 A Shipper seeking the benefit of the Industrial Development Reservation Charge must sign a Gas Transportation Agreement which provides for the payment of either the Industrial Development Reservation Charge or the Standard Reservation Charge for the capacity reserved. The Shipper will be charged the Industrial Development Reservation Charge in respect of all capacity which qualifies for the Industrial Development Reservation Charge, and the Standard Reservation Charge for capacity which does not qualify.

2.7 Shippers claiming to be entitled to the benefit of the Industrial Development Reservation Charge must provide evidence of gas delivery to or unused Reserved Capacity reserved for the benefit of an end user or end users, whose use or prospective use of Natural Gas qualifies for this Reservation Charge in respect of all quantities of Natural Gas which the Shipper claims are transported pursuant to that Reserved Capacity or all unused Reserved Capacity which the Shipper claims is reserved for that use.

2.8 Any capacity reserved by a Shipper where the Shipper cannot establish that the use of the Gas in question meets the criteria referred to in paragraph 2.5 will be treated as reserved as Reserved Capacity for which the Standard Reservation Charge is payable. If a Shipper, purportedly using Reserved Capacity for which the Industrial Development

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Reservation Charge is payable, is unable to satisfy the criteria for that Reservation Charge and as a consequence the total quantities of Gas transported on a Day for which the Standard Reservation Charge should apply exceeds the Reserved Capacity for which the Shipper is paying the Standard Reservation Charge, then the Reserved Capacity which is subject to the Standard Reservation Charge will be deemed increased (and the Reserved Capacity which is subject to the Industrial Development Reservation Charge deemed decreased) accordingly, and the higher Reservation Charge will be payable in respect of that Reserved Capacity for that calendar year.

3. REFERENCE TARIFFS

3.1 The actual Reservation Charges charged to Foundation Shippers and Shippers are set by reference to Reference Tariffs.

3.2 Seven (7) sets of Reference Tariffs, denoted as Cases A to G, have been established. The determination of which set should be applied, and in the case of Foundation Shippers whether the reserved capacity should be subject to a corresponding adjustment, or ramp, as set out in the table in paragraph 4.5, depends upon application of the criteria set out in this paragraph 3.

3.3 Unless on the date when Gas is first made available to VRA (**Commissioning Date**) paragraphs 3.4 or 3.5 apply, the Case A Reference Tariffs will be used in the calculation of the Reservation Charges to apply with effect from the Commissioning Date.

3.4 In the Approved Pipeline Development Plan, the Transporter and the WAGP Authority have agreed an alternative and higher market growth forecast (**High Forecast**) which in certain circumstances might be substituted as the Mid Market Forecast in lieu of the Mid Market Forecast set out in the Approved Pipeline Development Plan. If at any time prior to the Commissioning Date the Transporter agrees in writing with the WAGP Authority that market conditions are such that the High Forecast should become the Mid Market Forecast then the Case B Reference Tariffs will be used in the calculation of the Reservation Charges to apply with effect from the Commissioning Date. Following such an agreement having effect so that the Case B Reference Tariffs are substituted for the Case A Reference Tariffs, the Transporter shall publish the substituted Reference Tariffs and the Real Industrial Development Tariff to apply with effect from the Commissioning Date.

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3.5 If on the Commissioning Date the Transporter and the WAGP Authority have not agreed in writing that the Case B Reference Tariffs apply but, assessed over the twelve calendar month period up to and including the last month which ends at least two whole calendar months prior to the Commissioning Date:

- (a) On the basis of average prices calculated assuming a utilisation factor (U) for the power plant located at Aboadze, comprising at the time of this Access Code one 330 MW combined cycle plant and one 220 MW gas turbine plant with a 110 MW steam cycle unit that may be constructed (the **Takoradi Plant**) equal to that actually achieved over the relevant period, the estimated cost of oil supplied to the Takoradi Plant (C_o) was greater than the estimated cost of Gas (C_g) over the same period, had Gas been available continuously over that period, assuming Case C Reference Tariffs, each assessed on the following basis:

$$C_o = P + 3.0 \times I_Y / I_0 \text{ and}$$

C_g varies with the value of U, as shown on the chart set out in Appendix 1;

where:

P = The average of Bonny Light crude oil prices in US\$ per barrel, based on the arithmetic average of the mean of Platt's assessments (the daily effective quotations in "Platt's Crude Assessments") for the twelve calendar months up to and including the last month which ends at least two whole calendar months prior to the Commissioning Date;

I_0 = the average of the Inflation Index for the twelve calendar months up to and including October 31 prior to the calendar year in which FID occurs;

I_Y = the average of the Inflation Index for the twelve calendar months up to and including the last month which ends at least two whole calendar months prior to



the Commissioning Date; and

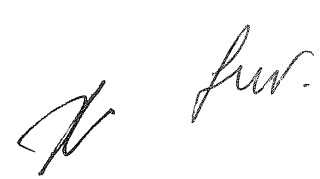
U = the estimated average percentage utilisation of pipeline capacity reserved for the Takoradi Plant during the twelve calendar months up to and including the last month which ends at least two whole calendar months prior to the Commissioning Date, had Gas been available on a continuous basis during such period, based on actual fuel usage;

or:

- (b) Volta River Authority (**VRA**) demonstrates to the satisfaction of the Transporter that it has a loan agreement in place that will result in a lower overall discounted cost to VRA of paying the Reservation Charge over the remainder of the Primary Transportation Term, assessed on an NPV basis calculated at a real rate of 10% per annum,

then, provided that the Transporter so agrees, such agreement not to be unreasonably withheld, the Case C Reference Tariffs (“low case with no ramp”) will be used in the calculation of the Reservation Charge throughout the whole of the Primary Transportation Term.

3.6 If at the Commissioning Date the Case A tariffs apply then in that calendar year (provided the Commissioning Date occurred prior to 31 October in that calendar year) and in each calendar year following the Commissioning Date up to and including the year 2009, provided that the Case A tariffs are still applicable in such calendar year, there will be a further review to determine whether there should be a change to the Reference Tariffs to apply for all future years of the Primary Transportation Term, on the following basis. If, as of 31 October of the relevant year:

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- (a) the Transporter has agreed in writing with the WAGP Authority that the new Reference Tariffs set out in this paragraph 3.6 will apply with effect from the start of the next calendar year; or
- (b) on the basis of average prices calculated over the twelve calendar months up to and including October 31 in the relevant year, assuming a utilisation factor (U) for the Takoradi Plant equal to that actually achieved during that twelve month period, the cost of oil (C_o) that would have been used to fuel the Takoradi Plant had Gas not been available was greater than the cost of Gas (C_g) over the same period had Gas been available continuously assuming the Reference Tariffs corresponding to the relevant year of review in the table in this paragraph 3.6, each assessed on the following basis;

$$C_o = P + 3.0 \times I_Y / I_0; \text{ and}$$

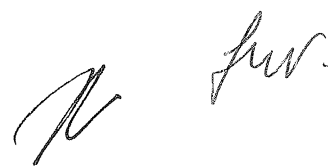
C_g varies with the value of P and U, as shown on the chart set out in Appendix 1;

where:

P = The average of Bonny Light crude oil prices in US\$ per barrel, based on the arithmetic average of the mean of Platt's assessments (the daily effective quotations in "Platt's Crude Assessments") for the twelve calendar months up to and including October 31 in the relevant year;

I_0 = the average of the Inflation Index for the twelve calendar months up to and including October 31 prior to the calendar year in which FID occurs;

I_Y = the average of the Inflation Index for the twelve calendar months up to and including October 31 in the relevant year; and

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U = The estimated average percentage utilisation of pipeline capacity reserved for the Takoradi Plant during the twelve calendar months up to and including October 31 in the relevant year, had Gas been available on a continuous basis during such period, based on actual fuel usage;

or:

(c) the condition set out in paragraph 3.5(b) applies,

then, provided that the Transporter so agrees, new Reference Tariffs will be used in the calculation of the Reservation Charges for all future years of the Primary Transportation Term, as indicated in the following table:

Year of Review	2006	2007	2008	2009
Reference Tariff Case	D	E	F	G
First Year of new Reference Tariffs	2007	2008	2009	2010

3.7 The Reference Tariffs, expressed in units of FID Dollars per Day per MMBtu per day of Reserved Capacity, are as follows:



Case	A	B	C	D	E	F	G
Description of Case	low case with ramp	high case	Low case with no ramp	low case with no ramp after 2006	low case with no ramp after 2007	low case with no ramp after 2008	low case with no ramp after 2009
Foundation Reference Tariff	2.523	2.262	2.262	2.268	2.384	2.447	2.498
Standard Reference Tariff	1.233	0.765	1.155	1.157	1.195	1.215	1.227

4. REAL TARIFFS

4.1 The actual Reservation Charges to be charged to Foundation Shippers and Shippers each year are derived from Real Tariffs. Real Tariffs are the charges in FID Dollars for Reserved Capacity. There are three Real Tariffs:

- (a) the Real Foundation Tariff;
- (b) the Real Standard Tariff; and
- (c) the Real Industrial Development Tariff.

4.2 Prior to the Start of each calendar year, the Transporter calculates the Real Foundation Tariff and the Real Standard Tariff to apply to the Pipeline System for that calendar year, as set out below. The Real Industrial Development Tariff was calculated at the same time as the Reference Tariffs. Its level depends only upon which of Cases A to G applies.

Real Industrial Development Tariff

4.3 The Real Industrial Development Tariff, expressed in units of FID Dollars per Day per MMBtu per day of Reserved Capacity, is as follows:

Case	A	B	C	D	E	F	G
Real Industrial Development Tariff	1.612	1.202	1.482	1.486	1.546	1.578	1.601

4.4 When the Real Standard Tariff equals or is less than the Real Industrial Development Tariff, from and including that calendar year forward there will be only one class of Reservation Charge other than the Foundation Reservation Charge available, namely the Standard Reservation Charge, and all Shippers who might otherwise have been entitled to the benefit of the Industrial Development Reservation Charge will thereafter pay the applicable Standard Reservation Charge.

Real Foundation Tariff

4.5 The Real Foundation Tariff, expressed in units of FID Dollars per Day per MMBtu per day of Reserved Capacity, is derived for each calendar year from the Reference Tariffs and the Real Industrial Development Tariff, as follows:

$$T_{RF} = \frac{(T_{F(Ref)} \times Q_F) + (T_{S(Ref)} \times (Q_S - Q_I)) - ((T_{RI} - T_{S(Ref)}) \times Q_I) - ((Q_S - Q_I) \times 0.10 \times I_0 \div I_Y)}{Q_F + (Q_S - Q_I)}$$

Where:

I_0 = the average of the Inflation Index for the twelve calendar months up to and including October 31 prior to the calendar year in which FID occurs;

I_Y = the average of the Inflation Index for the twelve calendar months up to and including October 31 prior to the calendar year for which the calculation is being made;

Q_I = the quantity of Reserved Capacity, in MMBtu per day, contracted under Standard Gas Transportation Agreements for transportation of Gas from the start of the calendar year, in respect of which Shippers are entitled to the Industrial Development Reservation

Charge:

Q_S = the quantity of Reserved Capacity, in MMBtu per day, contracted under Standard Gas Transportation Agreements for transportation of Gas from the start of the calendar year, including quantities in respect of which Shippers are entitled to the Industrial Development Reservation Charge;

$T_{F(Ref)}$ = the Foundation Reference Tariff;

T_{RF} = the Real Foundation Tariff;

$T_{S(Ref)}$ = the Standard Reference Tariff;

T_{RI} = the Real Industrial Development Tariff, as specified in paragraph 4.3; and

Q_F = the quantity of reserved capacity, in MMBtu per day, contracted under Foundation Gas Transportation Agreements. The value of Q_F will depend upon which of the Cases A to H applies, and on the calendar year for which T_{RF} is being calculated, as shown in the table below:

Value of Q_F , MMBtu per day

Cases	Year for which T_{RF} is being calculated					
	2006	2007	2008	2009	2010	2011 onwards
A	60,125	82,839	106,890	114,906	125,595	133,612
B to G	133,612	133,612	133,612	133,612	133,612	133,612

4.6 The quantities shown in the table in paragraph 4.5 are the total quantities of reserved capacity upon which the Transporter will levy the Foundation Reservation Charge, for each of the Cases A to G as appropriate, pursuant to its Foundation Gas Transportation Agreements.

Real Standard Tariff

4.7 The Real Standard Tariff (T_{RS}), expressed in units of FID Dollars per Day per MMBtu per day of reserved capacity, is derived for each calendar year, as follows (using the same symbols as in the calculation of the Real Foundation Tariff):

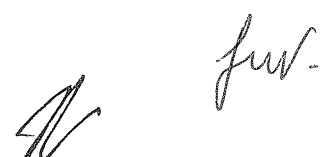
$$T_{RS} = T_{RF} + (0.10 \times (I_0 \div I_Y))$$

5. ACTUAL RESERVATION CHARGES

5.1 The actual Reservation Charges to be charged to Foundation Shippers and Shippers each year are derived from the Real Tariffs, by applying an annual inflation adjustment as follows:

- (a) The actual Reservation Charge charged to Foundation Shippers (**Foundation Reservation Charge**) during a calendar year is calculated by applying the inflation adjustment set out below to the Real Foundation Tariff for that calendar year;
- (b) The actual Reservation Charge charged to Shippers during a calendar year (other than in respect of Reserved Capacity in respect of which Shippers are entitled to the benefit of the Industrial Development Reservation Charge) (**Standard Reservation Charge**) is calculated by applying the inflation adjustment set out below to the Real Standard Tariff for that calendar year; and
- (c) The actual Reservation Charge charged to Shippers in respect of Reserved Capacity in respect of which Shippers are entitled to the benefit of the Industrial Development Reservation Charge (**Industrial Development Reservation Charge**) during a calendar year is calculated by applying the inflation adjustment set out below to the Real Industrial Development Tariff.

5.2 The Real Tariffs are adjusted for inflation for each calendar year, to establish actual Reservation Charges, as follows:

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$$ARC = RT \times (I_Y \div I_0)$$

Where:

ARC = the actual Reservation Charge to be charged for that calendar year;

RT = the Real Tariff (of the same class) applying for that calendar year;

I₀ = as in the calculation of the Real Foundation Tariff;

I_Y = as in the calculation of the Real Foundation Tariff.

5.3 The actual Reservation Charges calculated as aforesaid are charged to all Foundation Shippers and Shippers during the calendar year in question, without adjustment during the calendar year due to failure by Shippers to pay invoices or the commencement of transportation of Gas under new Gas Transportation Agreements coming into operation during the calendar year.

5.4 The actual Reservation Charges to apply to Shippers in a calendar year are calculated by the Transporter, and notified to all Shippers as required pursuant to their Gas Transportation Agreements.

6. ADJUSTED ACTUAL RESERVATION CHARGES

6.1 The actual Reservation Charges calculated in accordance with paragraph 5.2 of this **Schedule A1** and charged to Foundation Shippers and Shippers in accordance with paragraph 5.2 of this **Schedule A1** are calculated assuming that:

- (a) all Shippers continue to be Shippers and all their Gas Transportation Agreements continue in operation throughout the calendar year in question, and that Shippers duly pay invoices under their Gas Transportation Agreements; and
- (b) no additional transportation of Gas commences under new Gas Transportation Agreements coming into operation during the calendar year.



6.2 Following the end of each calendar year there is a recalculation of Reservation Charges which should have been charged for that calendar year, taking into account the actual performance of Shippers in duly paying invoices and the commencement of additional transportation of Gas for new or existing Shippers, as set out below.

6.3 The recalculation following the end of the calendar year is on the following basis:

- (a) The Real Standard Tariff and the Real Foundation Tariff is adjusted by now assuming the commencement of liability for payment of Reservation Charges by Shippers for Reserved Capacity for transportation services which commenced during the year in question, pro-rated for the period in which that Reserved Capacity applied (provided, and to the extent that, the Shipper(s) in question duly paid their invoices for Reserved Capacity under their respective Gas Transportation Agreements), together with additional amounts received during the calendar year which are paid in satisfaction of defaults in prior calendar years and in respect of which an adjustment was made for that prior calendar year in accordance with paragraph (b) below.
- (b) The Real Standard Tariff and the Real Foundation Tariff is adjusted to remove assumed payments from Shippers which defaulted on payment obligations under their Gas Transportation Agreements, to the extent of the default, or Shippers whose Gas Transportation Agreements terminated during the calendar year. This is achieved by pro-rating payments actually received by the Transporter over the calendar year, or the periods before and after the termination of a Gas Transportation Agreement, as the case may be.
- (c) The Real Standard Tariff and the Real Foundation Tariff calculated pursuant to paragraph 6.3(a) and paragraph 6.3(b) of this **Schedule A1** will be adjusted for inflation in the manner described in paragraph 5.2 of this **Schedule A1** to establish the Recalculated Standard Reservation Charge and the Recalculated Foundation Reservation Charge.

7. **WORKED EXAMPLES**

7.1 Worked examples are given below for 3 different scenarios which are based on the Reference Tariffs applicable to the High Forecast, Low Forecast, and Low Forecast with

ramp. Each example shows how the real Foundation and Standard tariffs are dependent on the relative values of Reserved Capacity.

Real Declining Tariff Examples

Ref	Item	Term	1	2	3
			High (B)	Low (C)	Ramp (A)
1	Inflation Index - Base	I_0	100.0	100.0	100.0
2	Inflation Index - Current	I_Y	119.4	119.4	119.4
Tariffs (\$/MMBtu/d, HHV)					
3	Reference - Foundation	$T_{F(Ref)}$	2.262	2.262	2.523
4	Reference - Standard	$T_{S(Ref)}$	0.765	1.155	1.233
5	Real - Industrial Development	T_{RI}	1.202	1.482	1.612
6	Real - Foundation	T_{RF}	1.879	2.115	2.343
7	Real - Standard (Excl. IDT)	T_{RS}	1.963	2.199	2.427
8	Real Standard Supplement	$0.10 \times I_0 \div I_Y$	0.084	0.084	0.084
Reserved Capacity (MMBtu/d, HHV)					
9	Total Market		201,109	175,963	167,946
10	Foundation	Q_F	133,612	133,612	125,595
11	Industrial Development	Q_I	38,994	34,336	34,336
12	Standard	Q_S	67,497	42,351	42,351
13	Standard (Excl. IDT)	$(Q_S - Q_I)$	28,503	8,015	8,015
14	Total less Industrial Development	$Q_F + (Q_S - Q_I)$	162,115	141,627	133,610
Revenue (\$'000/d - 2004 RT)					
15	Reference - Foundation	$(T_{F(Ref)} \times Q_F)$	302,230	302,230	316,877
16	Reference - Standard (Excl. IDT)	$(T_{S(Ref)} \times (Q_S - Q_I))$	21,805	9,257	9,882
17	IDT Delta	$((T_{RI} - T_{S(Ref)}) \times Q_I)$	17,040	11,228	13,013
18	Standard Supplement	$((Q_S - Q_I) \times 0.10 \times I_0 \div I_Y)$	2,387	671	671
19	Total Excl. IDT & Std Supplement		304,608	299,589	313,075
<i>Reference</i>					
20	Foundation		302,230	302,230	316,877
21	Standard		51,635	48,915	52,219
22	Total		353,866	351,146	369,096
<i>Real</i>					
23	Foundation		251,052	282,634	294,294
24	Standard (Excl. IDT)		55,943	17,626	19,452
25	Industrial Development		46,871	50,886	55,350
26	Total		353,866	351,146	369,096

Calculation of Reference Tariffs for High Forecast

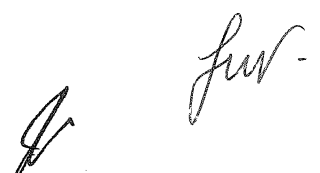
$$T_{RF} = \frac{(2.262 \times 133,612) + (0.765 \times (67,497 - 38,994)) - ((1.202 - 0.765) \times 38,994) - ((67,497 - 38,994) \times 0.10 \times 100 / 119.4)}{133,612 + (67,497 - 38,994)}$$

$$T_{RF} = \frac{(302,230) + (21,805) - (17,040) - (2,387)}{162,115}$$

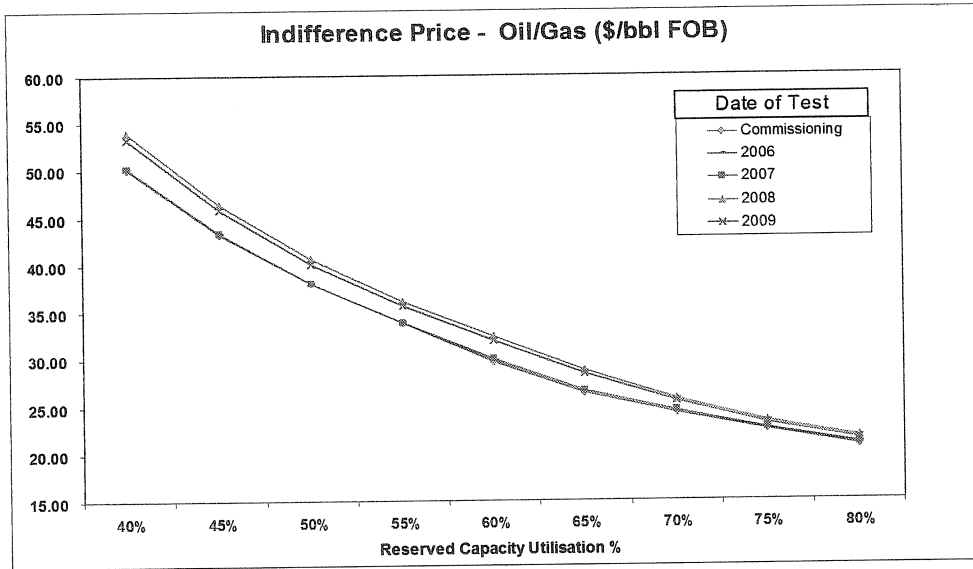
$$T_{RF} = 1.879$$

$$T_{RS} = 1.879 \times 0.10 \times 100 / 119.4$$

$$T_{RS} = 1.963$$

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APPENDIX 1



SCHEDULE A2

DEFINITIONS USED IN PART A

Other than as set out in this Schedule, the defined terms in this Part A (Information on Access to Transportation Services) have the same meanings assigned to them in Part B (General Terms and Conditions for Transportation Services) of the Access Code

Access Reference Price means a price for Natural Gas at the relevant time, stated as a price per MMBtu of Natural Gas determined in accordance with Schedule 12 of the IPA.

Buyer means a purchaser from a Shipper of Natural Gas which has been transported through the Pipeline System.

Commercial Operation Date means:

- a the first day on which at least 70 MMscf of Gas (other than Gas which is being transported for the purpose of commissioning the Pipeline System or a Shipper's or a Buyer's facilities) has been transported in the Pipeline System pursuant to a Foundation Gas Transportation Agreement in a period of 24 consecutive hours; or
- b such other date as is agreed in writing by the Transporter and the WAGP Authority to be the Commercial Operation Date.

Eligible Development Costs has the meaning given in Schedule 16 of the IPA.

Estimated Cost of the Initial Development has the meaning given in paragraph 4.4 of Schedule 7 of the IPA.

Estimated Cost of the Final Development has the meaning given in paragraph 4.6 of Schedule 7 of the IPA.

Expansion Economic Criteria means the criteria set out in Part B of schedule 13 of the IPA, or any alternative criteria agreed in writing by the Transporter and the WAGP Authority to be the Expansion Economic Criteria.

FID Dollars has the meaning given in the IPA

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Good Engineering Practice means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced operator in accordance with internationally acceptable industry standards and recognised good practice applicable to high pressure Gas pipelines.

Mid Market Forecast has the meaning given in the IPA.

Nigerian Commercial Group Members means Chevron Nigeria Limited, Nigerian National Petroleum Corporation and The Shell Petroleum Development Company of Nigeria Limited, or any of them, or their respective successors or assignees in respect of their interests in the Nigerian joint ventures between them for the production of oil and Gas.

Open Access Commencement Date means the first day of the calendar year:

- a. following the year in which the committed Reserved Capacity under Gas Transportation Agreements remaining in force and being performed according to their terms, in respect of Natural Gas sourced from the Nigerian Commercial Group Members or their Affiliates, first reaches 200 MMscfd; or
- b. which is 10 full calendar years after the Commercial Operation Date, whichever occurs first.

Pipeline Development Plan means the development plan for the Pipeline System to be prepared in accordance with Clause 15 and Schedule 17 of the IPA.

Pipeline Licence has the meaning given in Clause 16.1 of the IPA.

Primary Transportation Term has the meaning given in Clause 2.2 of the IPA;

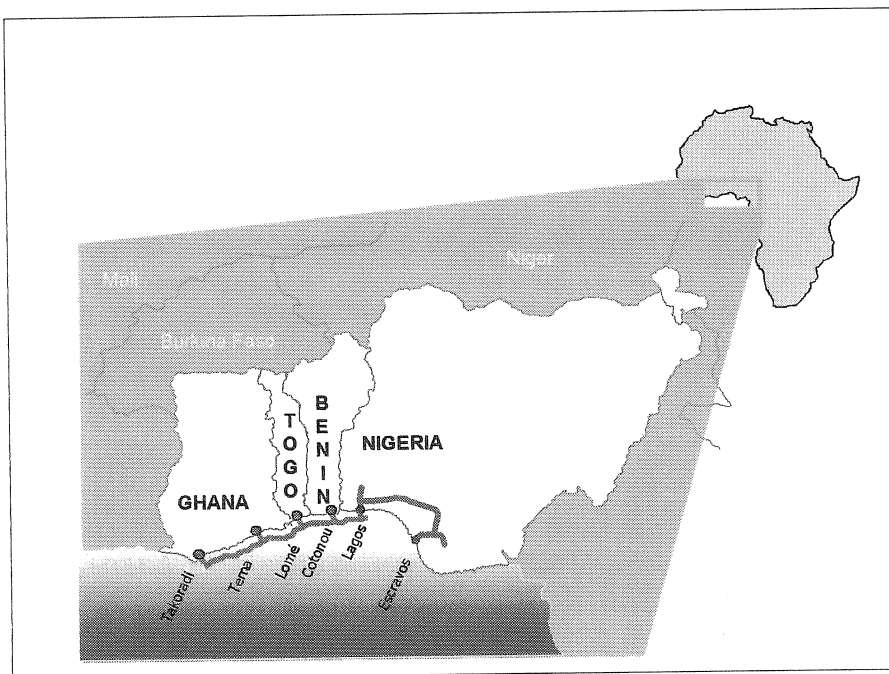
Real Tariffs means Real Foundation Tariff, Real Standard Tariff and/or Real Industrial Development Tariff, each of which is established in accordance with the calculations set out in Schedule 7 of the International Project Agreement.



SCHEDULE A3

DESCRIPTION OF THE PIPELINE SYSTEM

The West African Gas Pipeline (WAGP) is a regional energy infrastructure facility for West Africa. It consists of a high pressure natural gas pipeline, which supplies natural gas from Nigeria, to markets in Benin, Ghana and Togo.



The Gas transported in the WAGP is produced and processed in the western part of the Niger Delta in Nigeria. From there, it is transported via the Escravos-Lagos Pipeline System (“ELPS”) to the terminus of that system near Lagos (Alagbado tee), Nigeria, where the WAGP commences.

From that point, the WAGP runs about 56 kilometres onshore, to the Nigerian coast (Lagos beach), and then straight out to sea. From there it runs in a westerly direction roughly parallel to the coast, generally about 15 to 20 kilometres offshore, in water depths of up to

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70 metres. The initial construction of the WAGP terminates at Aboadze in western Ghana, the site of the Takoradi Thermal Power Station.

Lateral pipelines permit natural gas to be delivered along the way, at regulation and metering stations situated at landing points at Cotonou in Benin, Lomé in Togo, and Tema (near Accra) in Ghana.

The total length of the pipeline is approximately 690 km, including the length of lateral pipelines. The onshore section from the Alagbado tee to Lagos beach where a gas compression facility is installed is 30" in diameter. The offshore main line from Lagos beach to Aboadze is 20" in diameter. The laterals into Cotonou, Lomé and Tema are 8", 10" and 18" respectively.

The initial installed capacity of the system is about 200 MMscfd. The pipeline has been sized to cater for expansion by addition of compressors at Lagos beach to meet anticipated future growth in demand, up to a maximum capacity of 474 MMscfd.



WEST AFRICAN GAS PIPELINE COMPANY LTD

(a company incorporated under the laws of Bermuda)
Clarendon House, 2 Church Street, Hamilton HM11 Bermuda

ACCESS CODE

PART B: General Terms and Conditions for Transportation Services
(Hereinafter referred to as "General Terms and Conditions")

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SCHEDULES

SCHEDULE B1 GAS MEASUREMENT

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- SCHEDULE B2 PRO FORMA TRANSPORTATION BOOKING REQUEST
- SCHEDULE B3 PRO FORMA GAS TRANSPORTATION AGREEMENT
- SCHEDULE B4 RECEIPT GAS SPECIFICATION
- SCHEDULE B5 DELIVERED GAS SPECIFICATION

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1. Definitions and Interpretations

1.1. Definitions

In this General Terms and Conditions, except to the extent that the context requires otherwise:

Access Code means Part A (Information on Access to Transportation Services) and Part B (General Terms and Conditions for Transportation Services), including any amendments thereto in force from time to time, and (where the context admits), any agreements and/or variations made in the Pro Forma Gas Transportation Contract and any agreements made pursuant to and/or ancillary to this Code.

Adjusted Monthly Reserved Capacity has the meaning in **Clause 8.9**.

Affected Party has the meaning in **Clause 23.1**.

Affiliate means with respect to any Person:

- (a) Its Parent Company, being any company which directly or indirectly controls it;
- (b) any company which is for the time being directly or indirectly controlled by the Parent Company; or
- (c) in the case of a Person which does not have a Parent Company or Parent Companies, any Person which it for the time being directly or indirectly controls.
- (d) For this purpose:
 - i. a company is directly controlled by another company or companies if that other company or companies beneficially holds or hold shares carrying the majority of votes exercisable at a shareholders' general meeting (or its equivalent) of the first mentioned company; and
 - ii. a company is indirectly controlled by the Parent Company or Parent Companies if a series of companies can be specified, beginning with the Parent Company or Parent Companies and ending with the particular company, so related that each company of the series except the Parent

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Company or Parent Companies is directly controlled by one or more of the preceding companies in the series.

Agreed Rate means a rate of interest equal to LIBOR plus two (2) per cent compounded daily.

Applicable Law means, with respect to any Person, all laws, statutes, codes, acts, ordinances, orders, decrees, rules, regulations, Government Approvals and directives and requirements of State Authorities, in each case having effect in law and from time to time applicable to or binding upon such Person or any of its assets.

Approved Pipeline Development Plan has the meaning given to it in the International Project Agreement.

Approved Tariff Methodology means the methodology for setting the Reservation Charge for the reservation of capacity in the Pipeline System which is set out in Schedule A1 of Part A of the Access Code, or such other methodology for that purpose as may be agreed from time to time in accordance with Clause 15.4 of the IPA;

Attributable WAGP Authority Charge for each Shipper means the portion of the WAGP Authority Charge, equivalent to that proportion of the total WAGP Authority Charge (capped in accordance with the provisions of the International Project Agreement) which such Shipper's Daily Reserved Capacity bears to the total firm capacity reserved on the WAGP by all Shippers and Foundation Shippers from time to time.

available for acceptance means:

- (a) at the Receipt Point, Gas is available at a pressure between 588 psig and 1440 psig;
- (b) at the Delivery Point Gas is available within pressure range already agreed for existing shippers at that Delivery Point unless otherwise agreed between the Parties.

Balancing Instruction has the meaning given it in **Clause 18.8**

British Thermal Unit or Btu means that amount of heat necessary to raise the temperature of one pound of water at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute by one degree Fahrenheit. One Btu is equal to one thousand and fifty five point zero six (1055.06) joules.

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Business Day means any day on which banking institutions are open for business in both London and New York City.

Calendar Year means a period of twelve consecutive months commencing on the first day of January.

Changed Daily Nomination has the meaning in **Clause 16.8**.

Change in Law means a change in the Applicable Law of a State.

Chargeable Fuel Gas shall have the meaning given in **Clause 17.3.b**.

Confidential Information has the meaning in **Clause 32**.

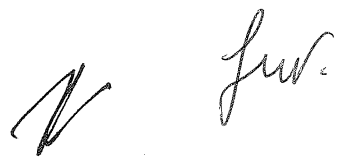
Contract Duration means in respect of each Gas Transportation Agreement, the period during which the obligations of that Gas Transportation Agreement continue in effect.

Contract Month means (i) the period commencing at 0500 hours GMT on the Start Date of any Gas Transportation Agreement and ending at the start of the first Day of the calendar month following the calendar month in which the Start Date occurred and (ii) thereafter the period commencing on and including the first Day of each successive calendar month until the start of the first Day of the following calendar month during the Contract Duration provided that the last Contract Month of the Contract Duration shall end at 0500 hours Greenwich Mean Time at the end of the last Day of the Contract Duration.

Contract Year means a period commencing at 0500 hours GMT on the Start Date of any Gas Transportation Agreement and ending at the start of the first Day of January of the calendar year following the calendar year in which the Start Date occurred and each successive period of twelve Contract Months thereafter provided that the last Contract Year of the Contract Duration shall end at 0500 at the end of the last Day of the Contract Duration.

Corrupt Practices means:

- (a) the offering, promising or giving of any bribe, pay-off, kick-back, unlawful commission or other undue pecuniary or other advantage, whether directly or through intermediaries (including shareholders, directors, officers, employees and agents), to any official of any of the States, for that official or for a third party to influence the official to act or refrain from acting in relation to the

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performance of official duties, with the purpose of obtaining or retaining business or any other improper advantage; or

- (b) the acquisition, possession, use, conversion, transfer or concealment of the true nature of property of any description, and legal documents or instruments evidencing title to, or interest in, such property knowing that such property is an economic advantage from criminal offenses, for the purpose of (i) concealing or disguising the illicit origin of the property or (ii) assisting any person who is involved in the commission of a criminal offense as a result of which such property is generated, to evade the legal consequences of such actions.

Daily Nominations has the meaning in **Clause 16.7**.

Daily Reserved Capacity means the daily capacity reserved for each Gas Transportation Agreement, as set out therein.

Day means a period of 24 hours commencing at 0500 hours GMT on a calendar day and ending at 0500 hours GMT on the following calendar day.

Defaulting Shipper has the meaning given it in **Clause 25.11**.

Default Rate means a rate of interest equal to LIBOR plus five (5) per cent compounded daily.

Delivered Gas Specification means the specification set out in **Schedule B5**.

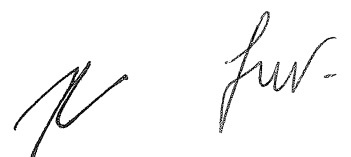
Delivery Point means the outlet flange on the Pipeline System at any geographic location to which Gas is delivered to or on behalf of a Shipper in accordance with a Gas Transportation Agreement.

Delivery Point Measuring Station means the measuring equipment at the Delivery Point as described in **Clause 15.2**.

Disclosing Party has the meaning in **Clause 32.3**.

Discontinuing Shipper has the Meaning in **Clause 25.1**.

EITI means the Extractive Industries Transparency Initiative led by the government of the United Kingdom.

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ELPS means the Escravos to Lagos Pipeline System owned by Nigerian National Petroleum Corporation and operated by NGC.

ELPS GTA means in the case of a Shipper, a transportation agreement between that Shipper and NGC for transportation services on the ELPS to the Receipt point.

Enabling Legislation means the laws passed by the National Assemblies of Benin, Nigeria and Togo and the Parliament of Ghana and brought into effect in each State giving legislative effect to the principles set out as the Legislative Outline (as defined in the IPA) applicable to the State in, respectively, Schedules 22, 24, 25 and 23 of the IPA.

Event of Force Majeure has the meaning in **Clause 23.1**.

Exceptional Maintenance has the meaning in **Clause 20.5**.

Exceptional Maintenance Notice means the notice specified in **Clause 20.6**.

Exceptional Maintenance Period has the meaning in **Clause 20.6**.

Exceptional Maintenance Properly Nominated Quantity has the meaning in **Clause 20.7**

Excess Quantity has the meaning in **Clause 8.14**

Expert means a Person who has not less than 10 years experience in the Gas supply and transmission business and is knowledgeable on the subject of the dispute in respect of which such Person is appointed.

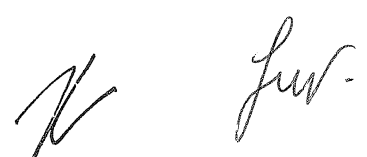
Final Investment Decision has the meaning given to it in the International Project Agreement.

Forced Labour means all work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty.

Foundation Gas Transportation Agreement has the meaning given to it in the International Project Agreement.

Foundation Reservation Charge has the meaning in **Schedule A1** of Part A of this Access Code.

Foundation Shipper has the meaning given to it in the International Project Agreement.

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Fuel Gas means the quantity of Gas used for or consumed in the operation and maintenance of the Pipeline System including compressor station fuel and fuel use for other utility purposes, together with line losses and other unaccounted-for losses of Gas incurred in such operations.

Fuel Gas Percentage means the percentage figure notified in advance by the Transporter to the Shippers in accordance with **Clause 16.4** and used to calculate the quantity of Gas which the Shippers are required to make available at the Inlet Point to meet the Transporter's estimated fuel gas requirements, expressed as a percentage of the total quantity of Gas which the Shippers require to be delivered at the Delivery Point.

Gas means any hydrocarbons or a mixture of hydrocarbons and other gases which, at a temperature of sixty (60) degrees Fahrenheit and atmospheric pressure, are predominantly in a gaseous state.

Gas Purchase Agreement(s) means, with respect to any Gas Transportation Agreement, the agreement or agreements between the Shipper and one or more Gas producers for the purchase of the Gas to which the Gas Transportation Agreement refers.

Gas Specification means the Receipt Gas Specification or the Delivered Gas specification, as the context admits.

Gas Transportation Agreement(s) means an agreement in the form set out in **Schedule B3** (Pro-Forma Gas Transportation Agreement), which has been executed by a duly authorised officer on behalf of the Transporter.


Gas Transport Forecast has the meaning in **Clause 16.6**.

Gas Transport Notice has the meaning in **Clause 16.7**.

GMT means Greenwich Mean Time.

Government Approval means any necessary authorisation, approval, consent, licence, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any State Authority.

Harmful Child Labour means the employment of children that is economically exploitative or is likely to be hazardous to or interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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Higher Heating Value or **HHV** means the number of Btus produced by the complete combustion at a constant absolute pressure of 1.01560 bar of 1 standard cubic foot of Gas at a temperature of 60° Fahrenheit with excess air at the same temperature and pressure as the Gas when the products of combustion are cooled to 60° Fahrenheit and when the water formed by combustion is condensed to the liquid state.

IDA means the International Development Association of 1818 H Street N.W., Washington, D.C. 20433, United States of America.

Index Period means, in respect of each Contract Year, the twelve calendar month period ending 31st October prior to the start of that Contract Year, except that if the first Contract Year begins on or after 1st November the Index Period for that Contract Year shall be the 12 calendar month period ending 31st October in the previous calendar year.

Industrial Development Reservation Charge has the meaning in **Schedule A1** of the Part A of this Access Code.

Inflation Index means the monthly United States Consumer Price Index for All Urban Consumers (U.S All Items, 1982-84 = 100 CUROOOOSAO) as published by the United States Bureau of Labour Statistics.

Inflation Index Base means the average of the Inflation Index for the twelve calendar months to 31st October in the calendar year in which the Final Investment Decision (as defined in the International Project Agreement) occurs.

Input Requirement means the Properly Nominated Quantity plus the quantities that the Shipper is required to make available on any Day at the Receipt Point in respect of the Fuel Gas Percentage and in respect of any Imbalance in accordance with **Clause 18.7**.

International Project Agreement or IPA means the West African Gas Pipeline International Project Agreement dated 22nd May 2003 and entered into among the States and WAPCo setting out the rights and obligations of the parties thereto in connection with the construction, ownership, operation and regulation of the WAGP.

Inventory means the quantity of Gas in the WAGP.

Invoice means an invoice issued in accordance with **Clause 9**.

LCIA means London Court of International Arbitration.

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LIBOR means the daily British Bankers Association (**BBA**) Dollar fixing based upon interest rates quoted by BBA designated banks as being the offered rate at which one-month deposits are being quoted to prime banks in the London inter bank market at 1100 hours London time for a value date two London banking days after the date of the fixing.

Line Pack means the quantity of Gas in the Pipeline System purchased from time to time by the Transporter to maintain the operating pressure of the Pipeline System.

Manager means a natural person appointed to act in a senior managerial capacity, or a management position equivalent or superior thereto, or any natural person functioning at a level equivalent to or superior to such described positions.

Maintenance Properly Nominated Quantity has the meaning in **Clause 20.4**.

Material Breach has the meaning given to it in **Clause 25.16**

Maximum Capacity means the maximum capacity as set out in the Approved Pipeline Development Plan which is to be available in the Final Development for reservation by Shippers as Reserved Capacity (excluding capacity required for Fuel Gas), where the Approved Pipeline Development Plan, Final Development and Reserved Capacity have the meanings given them in the International Project Agreement, or the capacity subsequently agreed as such with the WAGP Authority.

Measured Fuel Gas means such quantities of Fuel Gas as are measured.

Minimum Quantity means the quantity, if any, shown as the minimum quantity in a Gas Transportation Agreement, or otherwise agreed between a Shipper and the Transporter. If no Minimum Quantity is shown in a Gas Transportation Agreement, or otherwise agreed, it shall be deemed to be zero.

MMBtu means one million (1,000,000) British Thermal Units.

Monthly Reserved Capacity means the Daily Reserved Capacity multiplied by the number of Days in that Contract Month.

Mscf and MMscf means respectively one thousand (1,000) and one million (1,000,000) Standard Cubic Feet.

NGC means Nigerian Gas Company Limited and includes its assigns and successors in title.

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Normal Business Hours means 0800 hours GMT to 1700 hours GMT.

Notice of Restriction has the meaning in **Clause 19.3**.

Party means a party to these General Terms and Conditions, a Gas Transportation Agreement, or an ancillary agreement as the context admits, its successors or permitted assigns.

Payment Dispute means any dispute or difference:

- (a) specified in, arising out of, or in connection with, a Payment Dispute Notice;
- (b) in relation to the information contained in or provided with an Invoice;
- (c) arising out of or in connection with the Transporter's failure to accept Gas at the Receipt Point or deliver Gas to a Delivery Point; or
- (d) which the Parties agree is a payment dispute.

Payment Dispute Notice has the meaning in **Clause 10.3**.

Permitted Recipient means:

- (a) an Affiliate of a Party;
- (b) a Party's or its Affiliate's legal, financial, economic and/or technical advisor(s);
- (c) in the case of the Shipper, each of its shareholders and/or their Affiliates, and any of their legal, financial, economic and/or technical advisor(s) and any Person designated as the Shipper's representative under these General Terms and Conditions;
- (d) the Transporter or shareholder of the Transporter;
- (e) any other Person or entity to whom Data is disclosed by consent in accordance with **Clause 32**.

Person means any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, State or agency, State Authority, authority or department of a sovereign state (in each case whether or not having separate legal personality).

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Pipeline System means a Gas pipeline running from the Alagbado tee junction in the ELPS near Lagos, Nigeria, through Benin and Togo, to a terminus initially near Takoradi, Ghana, to be developed, built, operated and maintained by the Transporter under the terms of this the International Project Agreement together with ancillary permanent facilities which are needed for the construction and operation thereof (including compression stations, metering stations, valve stations, interconnection points and laterals to Cotonou, Lomé and Tema, pig launching and receiving stations and SCADA systems), and includes any extension or expansion;

Properly Nominated has the meaning given to it in **Clause 16.9** and **Properly Nominated Quantity** shall be construed accordingly.

psia means pound per square inch absolute.

psig means pound per square inch (gauge).

Reasonable and Prudent Operator means a Person seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which will reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances or conditions, and the expression “standard of a Reasonable and Prudent Operator” shall be construed accordingly.

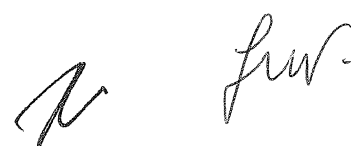
Recalculated Standard Reservation Charge means the US Dollars amount per MMBtu per day of the Daily Reserved Capacity, calculated following the end of each calendar year in accordance with **Schedule A1 of Part A** of this Access Code, taking into account the actual performance of Shippers in duly paying invoices and the commencement of additional transportation of Gas for new or existing Shippers on the Pipeline System.

Receipt Gas Specification means the specification set out in **Schedule B4**.

Receipt Point means the inlet flange of the Pipeline System where such flange is connected to the ELPS or any new receipt point installed pursuant installed pursuant to **Clause 14.17**.

Receipt Point Measuring Station means the measuring equipment at the Receipt Point as described in **Clause 14.3**.

Reference Tariffs has the meaning given to it in the International Project Agreement.

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Regulations means the WAGP Regulations as made or adopted, and promulgated in accordance with the International Project Agreement.

Relevant Day has the meaning in **Clause 23.5**.

Relevant Party means:

- (a) a Shipper;
- (b) a Gas producer;
- (c) a Gas consumer connected to the Pipeline System;
- (d) NGC;
- (e) the Government of a State; and/or
- (f) a State Authority.

Reservation Charge means the Foundation Reservation Charge, Standard Reservation Charge and/or Industrial Development Reservation Charge.

Reserved Capacity means either Daily Reserved Capacity or Monthly Reserved Capacity

Restricted Properly Nominated Quantity has the meaning in **Clause 19.3**

Scheduled Maintenance has the meaning in **Clause 20.3**.

Scheduled Maintenance Notice has the meaning in **Clause 20.3**.

Scheduled Maintenance Period has the meaning in **Clause 20.3**.

Shipper means a Person who has received a notification pursuant to **Clause 2.3**.

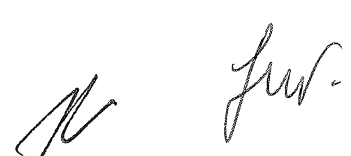
Shipper Default has the meaning given it in **Clause 25.10**.

Shipper Termination Date has the Meaning in **Clause 25.1**.

Shipper's Imbalance has the meaning given it in **Clause 18.4**.

Spare Capacity means any available capacity in the Pipeline System which is not Reserved Capacity.

Standard Cubic Foot or **scf** means the quantity of Gas that at sixty (60) degrees Fahrenheit and at a pressure of 14.73 pounds per square inch (psia) occupies the volume of one (1) cubic foot.

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Standard Reservation Charge has the meaning in **Schedule A1** of Part A of this Access Code.

Start Date means the Day on which the obligations of a Shipper under a Gas Transportation Agreement will come into force. Each Gas Transportation agreement shall have a Start Date.

State Authority means, in relation to a State, the Government and each aspect thereof at every level, including central, regional and local authorities or bodies, and all instrumentalities, statutory bodies, taxing authorities, branches and subdivisions of the foregoing, and any entity (excluding the Transporter, NGC, NNPC, any Gas consumer connected to the Pipeline System) which is directly or indirectly controlled by a State or one or more State Authority/ies.

States means the Republic of Benin, the Republic of Ghana, the Federal Republic of Nigeria and the Republic of Togo, each a State.

Surcharge has the meaning given it in **Clause 8.14**.

Taxes means all existing or future taxes, levies, duties, customs, imposts, contributions (such as social fund and compulsory medical insurance contributions), fees, assessments or other similar charges, together with interest, penalties and fines (including financial sanctions and administrative penalties) with respect thereto payable to or imposed by a State or a State Authority.

Termination Notice has the meaning given it in **Clause 25.11**.

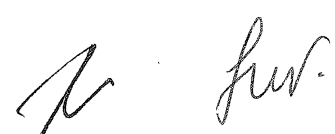
Transferee Shipper has the meaning given to it in **Clause 6.2**.

Transferor Shipper has the meaning given to it in **Clause 6.2**.

Transportation Booking Request means a completed request for Transportation Services submitted to the Transporter in accordance with **Clause 3.1**.

Transportation Services has the meaning given it in **Clause 4.2**.

Transporter means the West African Gas Pipeline Company Limited of Clarendon House, 2 Church Street, Hamilton HM11 Bermuda.

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Unacceptable Business Practices means in relation to a prospective Shipper or any of its wholly-owned or controlled affiliate, a legally-binding final decision made by a competent authority to the effect that such prospective Shipper or any of its wholly-owned or controlled affiliate has within the previous five (5) years:

- (a) used Harmful Child Labour in its business operations anywhere in the world;
- (b) used Forced Labour in its business operations anywhere in the world;
- (c) engaged in Corrupt Practices anywhere in the world; or
- (d) failed in a material way that resulted in adverse environmental or social impacts, to meet the environmental and social laws or regulations of the country in which the Gas which the prospective Shipper desires to ship is produced.

UNCITRAL Rules means the Rules of Arbitration of the United Nations Commission on International Trade Law.

United Kingdom Anti-Bribery Legislation means together the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906, the Prevention of Corruption Act 1916 and Part 12 of the Anti-Terrorism, Crime and Security Act 2001.

Upstream Operator has the meaning given it in **Clause 14.2**.

Usage Charge has the meaning given in **Clause 8.3.b**.

US Dollars means the lawful currency of the United States of America.

WAGP Authority means the West African Gas Pipeline Authority established under the WAGP Treaty.

WAGP Authority Charge has the meaning given to it in the International Project Agreement.

WAGP Reservation Charge or WRC means the Reservation Charge multiplied by the Monthly Reserved Capacity.

WAGP Treaty has the meaning given to it in the International Project Agreement.

Wilful Misconduct means conduct so reckless as to demonstrate a substantial lack of concern for whether harm or damage would result from such conduct or conduct intended

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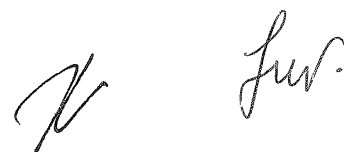
to cause the harmful consequences which the Person engaging in such conduct knew, or ought to have known, would be caused to the safety or property of any other Person, or the penalties or other liabilities such Person knew, or should have known, would be incurred, provided that **Wilful Misconduct** does not include conduct of any Person which involves an error of judgment or a mistake made in good faith or conduct caused by the actions or omissions of a natural person who is not a Manager.

1.2. Interpretation

- a. Headings shall be ignored in construing these General Terms and Conditions.
- b. Reference to a Clause or Schedule is, unless the context otherwise requires, a reference to a Clause or Schedule to these General Terms and Conditions.
- c. Reference to these General Terms and Conditions shall be construed as a reference to these General Terms and Conditions as amended from time to time in accordance with **Clause 33.4**.
- d. References to a statutory provision include any subordinate legislation made from time to time under that provision. References to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated whether before or after the date of these General Terms and Conditions.
- e. Words importing the singular include the plural and vice versa and words importing the masculine, include the feminine and vice versa.
- f. References to an agreement (other than these General Terms and Conditions) include that agreement as amended, supplemented, novated or replaced from time to time.
- g. Reference to the word "include" or "including" is to be construed without limitation.
- h. The Schedules to these General Terms and Conditions are an integral part of these General Terms and Conditions and references to these General Terms and Conditions shall include references to both these General Terms and Conditions and the Schedules.

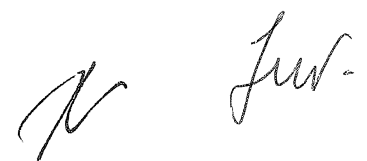
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- i. A reference to any authority, association or body whether statutory or otherwise shall, if any such authority, association or body ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other authority, association or body, be deemed to refer respectively to the authority, association or body established or constituted in lieu thereof or as nearly as may be succeeding to the powers or functions thereof.
- j. The use of the word “quantity” in these General Terms and Conditions in relation to the description and/or measurement of Gas in any context in these General Terms and Conditions shall be construed to mean an amount of Gas expressed in MMBtus and calculated by multiplying a volume of Gas measured in MMscf by the HHV.

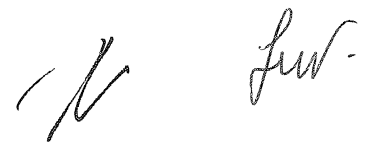
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2. Qualification

- 2.1. A prospective shipper shall apply to the Transporter for qualification as a Shipper, providing with its application such information as the Transporter may require and in the form that the Transporter requires from time to time. The Transporter may require a prospective shipper to pay the Transporter's reasonable fees for processing its application. If the application is successful, any such payment will be shown as a credit on the Shipper's first Invoice for Transportation Services.
- 2.2. The Transporter may accept or reject an application made under **Clause 2.1** and will provide the applicant within forty-five (45) days of receipt of an application with either:
- a. A notification in accordance with **Clause 2.3**; or
 - b. A rejection accompanied by the reasons (as applicable) for such rejection under **Clause 2.4**.
- 2.3. The Transporter will notify a prospective shipper when it qualifies as a Shipper and will maintain a register of all Shippers. Such notifications will state whether the registration of a Shipper is for a limited duration or an unlimited duration and the Transporter may request a Shipper to resubmit itself for qualification, or withdraw a qualification if the Transporter has reason to believe the Shipper may no longer satisfy any criterion.
- 2.4. The Transporter will reject an application from a prospective Shipper for any one of the following reasons:
- a. lack of a bona fide transportation requirement;
 - b. inability to meet Transporter's Gas Specification requirements;
 - c. interference with Reserved Capacity rights in the Pipeline System or other obligations under existing Gas Transportation Agreements;
 - d. lack of Spare Capacity;

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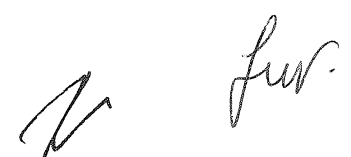
- e. acceptance of the application presents an unacceptable risk to the safety and/or integrity of the Pipeline System;
 - f. insufficient demonstration of creditworthiness under **Clause 2.7**;
 - g. the prospective Shipper has engaged in Unacceptable Business Practices;
 - h. the prospective Shipper has not represented to Transporter and the WAGP Authority (with a copy to IDA) that it, and its wholly-owned affiliates engaged in Upstream Activities (as that term is defined in EITI) in Nigeria, is a participant in EITI in Nigeria; and
 - i. that if the provisions of Clauses 26.4 and 26.5 of the IPA apply, the prospective Shipper belongs to one of the classes of persons mentioned therein.
- 2.5. In order to assist with the determination of whether a prospective Shipper has engaged in Unacceptable Business Practices, each prospective Shipper shall in its application for qualification as a Shipper:
- a. provide to the Transporter, appropriate documentation showing the identities of its ultimate parent company, other wholly-owned subsidiaries of such parent company and all wholly-owned or controlled affiliates of such prospective Shipper;
 - b. make separate representations in a form acceptable to the Transporter in respect of each of the elements of the definition of Unacceptable Business Practices, certifying that neither it nor any of its wholly-owned or controlled affiliates' has engaged in Unacceptable Business Practices; and
 - c. provide to the Transporter, such other information as the Transporter may require.
- 2.6. The Transporter shall upon receipt of the information, documentation and representations referred to in **Clause 2.5**, use reasonable endeavours to determine whether the prospective Shipper or any of its wholly-owned or controlled affiliates has engaged in Unacceptable Business Practices.

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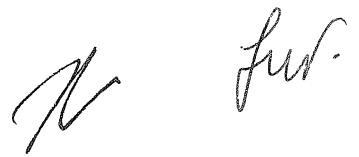
2.7. Prospective Shippers will be required to submit the following in order to determine their creditworthiness:

- a. audited financial statements for the previous two years;
- b. a list of Affiliates, Parent Companies and Subsidiaries;
- c. any report of credit rating or bond rating agencies;
- d. private credit ratings if obtained by the Shipper;
- e. bank references;
- f. trade references;
- g. statement of the legal composition and length of time the Shipper's business has operated;
- h. for public entities, the most recent statement filed with the listing stock exchange or an equivalent authority;
- i. for non-public entities, the most recent financial statement and annual financial statement filed with the registrar of corporations or equivalent authority;
- j. for rate regulated utilities, documentation of their current financial condition and tariff conditions;
- k. reasonable security for charges for Transportation Services not to exceed four (4) months forecast Invoices whether in the form of a parent company guarantee, a bank guarantee or similar security;
- l. reasonable levels of insurance to cover public and product liability as well as all risk property damage for those facilities to be constructed or operated by the Shipper; and
- m. such other information as may be mutually agreed to by the Parties.

2.8. The Transporter will determine and assign to each Shipper a security limit, and will keep each Shipper informed of its security limit which may be revised as required from time to time as a result of a material change in the creditworthiness of a

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Shipper. For the avoidance of doubt, the Transporter will take account of any other security provided and maintained by a Shipper and any forecast of that Shipper's aggregate financial commitment to the Transporter in its determination of a security limit. Unless otherwise agreed with Transporter, a Shipper shall provide security for four (4) months' forecast Invoices and either the Shipper or any third party provider of such security must have at least a Fitch IBCA: (i) long-term debt rating of "A"; and (ii) individual rating of "C".

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3. Booking Requests and Gas Transportation Agreements

- 3.1. A Shipper may apply to the Transporter for a Gas Transportation Agreement by completing and submitting a Transportation Booking Request as set out in **Schedule B2** (Pro-Forma Transportation Booking Request) as amended from time to time by the Transporter and complying with such procedures as the Transporter may publish from time to time for such requests. The Daily Reserved Capacity requested will be the maximum capacity a Shipper may use in respect of such Gas Transportation Agreement. The Transporter will publish from time to time its minimum requirements in respect of the Contract Duration and Daily Reserved Capacity requested in any Transportation Booking Request; in the absence of any such publication by the Transporter the minimum Contract Duration for a Gas Transportation Agreement shall be one (1) year.
- 3.2. The Transporter may accept or reject the Transportation Booking Request and will provide the Shipper within forty-five (45) days of receipt of the Transportation Booking Request with either:
 - a. a confirmation of the Transportation Booking Request subject to the execution of a Gas Transportation Agreement in the form set out in **Schedule B3** (Pro-Forma Gas Transportation Agreement) within ten (10) days from such confirmation; or
 - b. a rejection accompanied by the reasons for the rejection, or
 - c. a reasonable period by which the Transporter will accept or reject the Transportation Booking Request, together with reasons for the delay.
- 3.3. If the Transporter accepts the Transportation Booking Request and executes a Gas Transportation Agreement with a Shipper, the Daily Reserved Capacity in that Gas Transportation Agreement will be the maximum capacity a Shipper may utilise in respect of Gas transported in accordance with that Gas Transportation Agreement on any Day.

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- 3.4. Any Spare Capacity in the Pipeline System will be made available by the Transporter to Shippers in the order in which their valid Transportation Booking Requests are received and accepted until such time as there is no longer any Spare Capacity in the Pipeline System. Thereafter, any Spare Capacity which becomes available will be allocated following non-discriminatory principles, subject only to any options, rights of first refusal or other pre-existing contractual obligations.

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4. Transportation Service

4.1. The Transporter shall, each Day from the Start Date of any Gas Transportation Agreement and for the Contract Duration of such Gas Transportation Agreement, provide the Transportation Services for a quantity of Gas not exceeding the lesser of the Properly Nominated Quantity and the Daily Reserved Capacity in accordance with these General Terms and Conditions and each extant Gas Transportation Agreement.

4.2. The Transportation Services provided pursuant to each Gas Transportation Agreement shall include:

- a. subject to **Clause 4.3**, making available for acceptance by a Shipper at a Delivery Point at a uniform rate throughout the Day, a quantity of Gas equivalent to that which Shipper made available at the Receipt Point less the quantity which the Shipper is obliged to make available in respect of the Fuel Gas Percentage and any Imbalance;
- b. testing, measuring and calculating the quality and quantities of Gas;
- c. billing for the Transportation Services;
- d. gas balance accounting for Gas delivered into the Pipeline System; or
- e. such other services that are provided pursuant to a Gas Transportation Agreement,

and such Transportation Services shall be provided in accordance with the terms of the relevant Gas Transportation Agreement and these General Terms and Conditions.

4.3. The Transportation Services provided to pursuant to **Clause 4.2** shall be on a firm basis. Nevertheless, if at any time, the Shipper fails to take delivery of a Properly Nominated Quantity of Gas when made available at the Delivery Point then the Transporter shall upon prompt notification to the Shipper be entitled to:

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- a. if such Shipper's Imbalance exceeds five (5%) per cent of its Daily Reserved Capacity, refuse to accept Gas at the Receipt Point until such time as the Shipper shall have remedied such failure; and/or;
- b. if required due to operational constraints caused by the Shipper's failure to take delivery of the Properly Nominated Quantity of Gas, adjust any Daily Nomination;

PROVIDED THAT nothing in this **Clause 4.3** shall be construed to limit a Shipper's right to trade its Imbalances or its Reserved Capacity rights.

5. Other Services

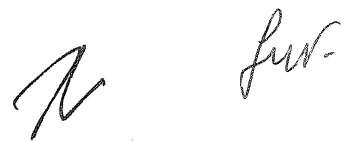
5.1. *Interruptible Service*

[RESERVED FOR FUTURE INTRODUCTION]



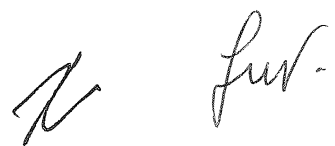
6. Trading of Reserved Capacity Rights

- 6.1. Reserved Capacity rights in the Pipeline System shall be tradable in accordance with the terms and conditions set out in this **Clause 6**.
- 6.2. The trade by a Shipper (**Transferor Shipper**) of any part of its Reserved Capacity to another Shipper or prospective Shipper (**Transferee Shipper**) shall, subject to **Clause 6.3**, require prior notification to and the consent of Transporter before such trade can take effect.
- 6.3. The requirement for a Transferor Shipper to give Transporter prior notice of the trade of any part of its Reserved Capacity and for Transporter to consent to such trade shall be solely for the purpose of ensuring that:
 - a. the Transferee Shipper satisfies Transporter's requirements of creditworthiness;
 - b. the Transferee Shipper meets all other criteria set out in these General Terms and Conditions for qualification as a Shipper;
 - c. there is sufficient available capacity at the Delivery Point at which Gas to be transported with the traded Reserved Capacity, is expected to be delivered: and
 - d. there are no other operational constraints in the Pipeline System.
- 6.4. Upon the trade of Reserved Capacity rights, the Transferor Shipper shall remain a contracting party with Transporter and shall continue to be liable to the Transporter for all charges, costs and other obligations set out in these General Terms and Conditions in respect of the traded Reserved Capacity rights.
- 6.5. The Transferee Shipper shall in accordance with the provisions of these General Terms and Conditions promptly execute a Gas Transportation Agreement with the Transporter regarding the traded Reserved Capacity rights.
- 6.6. For each Contract Month during which the Transporter provides the Transportation Services in respect of traded Reserved Capacity rights, the Transporter shall invoice and collect from the Transferee Shipper, all applicable charges for the provision of such Transportation Services. The Transporter shall use

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the monies collected from the Transferee Shipper under this **Clause 6.6**, to reimburse the Transferor Shipper in the subsequent Contract Month.

- 6.7. Any Reserved Capacity rights traded pursuant to these General Terms and Conditions shall be for a minimum duration of one (1) Contract Year. The Transporter may from time to time, revise the minimum duration for which Reserved Capacity rights can be traded, PROVIDED that any such revised minimum duration shall not be greater than one (1) Contract Year.
- 6.8. The Transporter may from time to time and with the approval of the WAGP Authority, publish additional or revised terms and conditions for the trading of Reserved Capacity rights in the Pipeline System and such published terms and conditions shall form part of these General Terms and Conditions.

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7. Reasonable and Prudent Operator

- 7.1. In carrying out their respective obligations under these General Terms and Conditions and any Gas Transportation or other related agreement, the Transporter and each Shipper shall each act in accordance with the standard of a Reasonable and Prudent Operator.

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8. Charges

- 8.1. The amount payable by a Shipper in respect of the Transportation Services for each Contract Month of any Gas Transportation Agreement entered into pursuant to these General Terms and Conditions shall comprise of charges derived by calculation from the Approved Tariff Methodology and the Attributable WAGP Authority Charge.
- 8.2. The Transporter and the WAGP Authority may agree charges that do not comply with **Clause 8.1**, in which case amounts comprising those charges will be payable by Shipper.
- 8.3. The charges payable by each Shipper shall be:
- a. a Reservation Charge, which is a charge for the capacity reserved by a Shipper;
 - b. a Usage Charge expressed in US Dollars per MMBtu and charged on the quantity of Gas delivered to each Shipper at its Delivery Point;
 - c. a Surcharge payable in respect of any Excess Quantity pursuant to **Clause 8.14**;
 - d. the Attributable WAGP Authority Charge; and
 - e. any other charge agreed by the WAGP Authority.

Reservation Charges

- 8.4. A Reservation Charge shall be either:
- a. a Standard Reservation Charge;
 - b. an Industrial Development Reservation Charge; or
 - c. any other charge in respect of the reservation of capacity in the Pipeline System.
- 8.5. An Industrial Development Reservation Charge will be offered at the discretion of the Transporter in respect of:



- a. Reserved Capacity for the transportation of Gas which is for consumption by individual users of Gas having a total Reserved Capacity requirement of not more than the maximum agreed between the Transporter and the WAGP Authority from time to time and which is not used for electric power generation and in respect of which the Shipper has provided evidence satisfactory to the Transporter that these criteria are met;
 - b. a total maximum Reserved Capacity equal to 10% of the Maximum Capacity of the Pipeline System. Once that maximum total Reserved Capacity for the Industrial Development Reservation Charge has been reserved by Shippers, Reserved Capacity which would otherwise qualify for the Industrial Development Reservation Charge will be subject to the Standard Reservation Charge.
- 8.6. A Standard Reservation Charge will apply to all Reserved Capacity for which an Industrial Development Reservation Charge, or a charge in accordance with **Clause 8.4.c** is not available.
- 8.7. All Reservation Charges will be expressed as an amount in US Dollars per MMBtu per Day
- 8.8. Reservation Charges:
- a. will be calculated in accordance with the Approved Tariff Methodology agreed with the WAGPA at the time of the notification provided for in this Clause;
 - b. will be notified to Shippers prior to the start of each Contract Year or as soon as practicable thereafter;
 - c. will take effect from the start of that Contract Year;
- 8.9. Subject to the recalculation in **Clause 8.10**, Shippers shall make payments for capacity calculated as the sum of the following:
- a. $RC_m \times AMRC/MRC$

Where:

RC_m = the Reservation Charge applicable for that Contract Month, whether a Standard Reservation Charge or an



Industrial Development Reservation Charge, or other Reservation Charge multiplied by the number of days in that Contract Month;

MRC = the Monthly Reserved Capacity being the Daily Reserved Capacity multiplied by the number of Days in that Contract Month;

AMRC = the Adjusted Monthly Reserved Capacity which equals the MRC reduced by the aggregate of Properly Nominated Quantities of Gas;

- i. which the Transporter was unable to make available for acceptance at the Delivery Point for any reason excluding Scheduled Maintenance or Exceptional Maintenance but including an Event of Force Majeure; and
- ii. of which the Shipper was unable to take delivery at the Delivery Point or make available for acceptance at the Receipt Point due to an Event of Force Majeure;

PROVIDED that

- A. there shall be no reduction to the AMRC as a consequence of any act or omission of the Shipper (other than an act due to an Event of Force Majeure) to the extent that Transporter's inability to make Gas available for acceptance at the Delivery Point or Shipper's inability to take delivery of Gas at the Delivery Point or make gas available for acceptance at the Receipt Point is caused by such act or omission of Shipper; and
- B. where Transporter's failure lasts for a period longer than a full Day, then subject to any limit pursuant to **Clause 20**, (i) the Properly Nominated Quantities for each subsequent Day for which the failure continues shall be deemed to be those notified by Shipper pursuant to **Clause 16.7**; or (ii)

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where no such notification has been made the deemed PNQ shall be that notified for the same day of the most recent Contract Month in which such a notification was made divided by the quantity contained in the Gas Transport Forecast for that Contract Month and multiplied by the quantity contained in the Gas Transport Forecast for the current Contract Month. In either (i) or (ii), the deemed PNQ may not exceed the Daily Reserved Capacity or the limit on maximum PNQ set by the Transporter as a consequence or a requirement for Scheduled Maintenance or Exceptional Maintenance;

- b. the Attributable WAGP Authority Charge for that Contract Month, PROVIDED that the amount payable by Shippers in respect of the Attributable WAGP Authority Charge in any Contract Month shall be reduced proportionately to the extent that Shippers' obligation to make the WAGP Reservation Charge Payment is reduced in that Contract Month due to any Event of Force Majeure, pursuant to **Clause 8.9.a**;

8.10. Following the end of each calendar year the Transporter shall prepare the Recalculated Standard Reservation Charge for that calendar year and shall perform a reconciliation of the amount paid as Standard Reservation Charge by Shippers to the Transporter under these General Terms and Conditions during such calendar year, with the revised amount payable as Standard Reservation Charge based upon the Recalculated Standard Reservation Charge as notified to the Shippers by the Transporter and the amounts (if any) that may thereby be due or owing from one Party to the other and the Transporter shall include the result of the reconciliation in the Invoice in respect of Transportation Services for the month of January in the calendar year immediately following the calendar year for which the reconciliation was performed.

Usage Charge

- 8.11. A Usage Charge will be set to recover the cost to the Transporter of all Chargeable Fuel Gas. In lieu of levying a Usage Charge, the Transporter may require a Shipper to provide Fuel Gas in accordance with **Clauses 17 and 18**.
- 8.12. A Usage Charge will be set by the Transporter at the start of each calendar year, based on its estimate of throughput for the calendar year and the estimated cost to it of Fuel Gas. Following the end of the calendar year (or at such more frequent times as may be agreed between the Transporter and Shippers), there will be a calculation of the actual cost to the Company of Chargeable Fuel Gas and a reconciliation with the Usage Charge charged to Shippers during the calendar year. Any amount by which the actual cost exceeded or was less than the total of the Usage Charge charged during the calendar year will be charged or refunded, as the case may be, to Shippers on the next monthly Invoice without interest.
- 8.13. If the Transporter charges a Usage Charge, each Shipper may, upon giving reasonable notice, request the Transporter to calculate the Fuel Gas required for its quantities of Gas during any Calendar Month in accordance with **Clause 17.3** and such Shipper will have the right, in lieu of paying the Usage Charge, to provide at no cost to the Transporter, a share of the total quantity of Fuel Gas required by the Transporter in proportion to such Shipper's actual throughput of Gas through the Pipeline System.

Surcharge

- 8.14. For each Day in any Contract Month that a Shipper takes delivery at a Delivery Point of a quantity of Gas in excess of:
- a. the Daily Reserved Capacity;
 - b. the Restricted Properly Nominated Quantity;
 - c. the Maintenance Properly Nominated Quantity ; or
 - d. the Exceptional Maintenance Properly Nominated Quantity,
- specified for such Delivery Point in its Gas Transportation Agreement (**Excess Quantity**), Shipper shall pay the Reservation Charge for such Excess Quantity

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- multiplied by the number of days in that Contract Month (**Surcharge**). The maximum aggregate Surcharge payable by a Shipper for taking delivery of the Excess Quantity in any Contract Month shall be four (4) times the largest Surcharge payable in respect of any individual Day during such Contract Month.
- 8.15. If a Shipper takes delivery of an Excess Quantity in the circumstances specified in **Clause 8.14** on four (4) or more occasions in any Contract Month, such Shipper's Daily Reserved Capacity shall, if Transporter so desires and if there is sufficient additional capacity in the Pipeline System, be increased up to the maximum level of the Excess Quantity taken by such Shipper with effect from the date that such Shipper first takes delivery of the Excess Quantity in that Contract Year.
- 8.16. If following the payment of a Surcharge in the circumstances specified in **Clause 8.14**, the relevant Shipper submits a Booking Request for additional capacity in the Pipeline System equivalent to the largest Excess Quantity for any individual Day in the relevant Contract Month and the Transporter notifies its acceptance of such Booking Request commencing in that Contract Month, the Transporter shall upon payment by such Shipper for the additional capacity, credit such Shipper fifty (50%) per cent of the Surcharge paid by the Shipper in the relevant Contract Month.

Rounding of Calculations

- 8.17. All intermediate calculations to ascertain any applicable charge or tariff shall be truncated after eight (8) places of decimals without rounding and the final product shall be rounded to the fourth (4th) decimal whereby a figure of five thousand (5,000) or more in the final four digits shall cause a rounding up of the fourth (4th) decimal.

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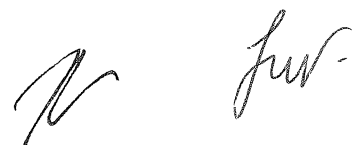
9. Invoices

9.1. Within five (5) Business Days of the end of each Contract Month the Transporter shall issue an Invoice to each Shipper incurring charges in that Contract Month for the amount payable in US Dollars for the following:

- a. the charges calculated in accordance with **Clause 8.9**;
- b. any sums due under **Clause 8.10** ;
- c. any interest payable in respect of previous invoices;
- d. any sums due under **Clause 8.12** ;
- e. any sums (including credits) due under **Clause 8.14**
- f. any applicable Taxes; and
- g. any other sum or sums, in US Dollars, due and owing, and the reason(s) why such sum or sums are due and owing, as at the last Day of the Contract Month from one Party to the other under these General Terms and Conditions, any Gas Transportation Agreement, and/or any ancillary agreement.

9.2. The Invoice under **Clause 9.1** shall be accompanied by the following information:

- a. the Monthly Reserved Capacity in respect of which a Standard Reservation Charge is payable;
- b. the Monthly Reserved Capacity in respect of which an Industrial Development Reservation Charge is payable;
- c. the Adjusted Monthly Reserved Capacity in respect of which a Standard Reservation Charge is payable and the reasons for any such adjustment;
- d. the Adjusted Monthly Reserved Capacity in respect of which an Industrial Development Reservation Charge is payable and the reasons for any such adjustment;
- e. the quantity of Fuel Gas allocated to Shipper
- f. the quantity of Gas in respect of which a Usage Charge is payable;

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- g. the calculation of any Surcharge or other charge applied;
 - h. the total quantity of Gas delivered to the Transporter at the Receipt Point and allocated to the Shipper in accordance with **Clause 18.1**;
 - i. the total quantity of Gas delivered to the Shipper at each Delivery Point and where appropriate allocated to the Shipper in accordance with **Clause 18.2**;
 - j. the Shipper's Imbalance at the end of that Contract Month, calculated in accordance with **Clause 18.4**;
 - k. a Gas statement containing the following information in respect of each Delivery Point on each Day in the relevant Contract Month:
 - i. the Properly Nominated Quantity;
 - ii. the quantities of Gas relating to the calculation of the AMRC specified in each of **Clauses 8.9.a.i** and **8.9.a.ii**;
 - iii. the quantities of Gas relating to the calculation of the Attributable WAGP Authority Charge specified in **Clause 8.9.b**;
 - iv. the quantities of Gas relating to the calculation of the allocated quantities of Gas pursuant to **Clause 9.2.h** and **Clause 9.2.i**; and
 - v. the quantities of Gas relating to the calculation of Shipper's Imbalance pursuant to **Clause 9.2.j**.
- 9.3. The Transporter may combine an Invoice in respect of Transportation Services provided under one Gas Transportation Agreement with those provided to the same Shipper under one or more others, but shall not be obliged so to do. If the Transporter combines any Invoices, the Shipper may require an Invoice in respect of each of its Gas Transportation Agreements.
- 9.4. No delay, error or omission by the Transporter in preparing and/or submitting an Invoice shall prejudice the liability of the Shipper for the amounts shown thereon. On receipt of notice of any omission or error, the Transporter will use reasonable endeavours to correct it as soon as possible.

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10. Payments

- 10.1. Within fifteen (15) Business Days of receipt of an Invoice, the Shipper shall pay the amounts shown as due on the Invoice by direct transfer of cleared same day funds in US Dollars into the bank account designated by the Transporter to the Shipper from time to time. Any such payment must be credited to the Transporter's designated bank account not later than noon New York City time on the fifteenth (15th) Business Day.
- 10.2. The amount payable by the Shipper shall unless such amount is paid on or before the due date specified in **Clause 10.1**, accrue interest at the Default Rate from the due date for payment up to and including the date upon which payment is received by the Transporter.
- 10.3. The amounts set out in an Invoice shall be deemed correct and due and payable by the time specified in **Clause 10.1** unless within the said fifteen (15) Business Days the Shipper gives to the Transporter a written notice of dispute (**Payment Dispute Notice**). The Payment Dispute Notice shall specify:
- a. each amount in the Invoice which the Shipper does not accept is due and payable;
 - b. what, if any, calculation used to determine any amount set out in an Invoice, is disputed by the Shipper setting out in detail the basis upon which the Shipper disputes the correctness of such calculation; and
 - c. specific details of the grounds upon which the Shipper disputes that an amount in an Invoice is due and payable by Shipper, and if more than one amount is disputed then the Shipper shall separately identify each disputed amount and the grounds upon which that amount is disputed.

If a Payment Dispute Notice is given in respect of part only of an Invoice, the balance of that Invoice shall, without prejudice to the rights of the Shipper in **Clause 11**, be deemed correct, due and payable by the time specified in **Clause 10.1**.



- 10.4. If the Transporter and the Shipper are unable to resolve the dispute specified in the Payment Dispute Notice within fifteen (15) Business Days of the date the Transporter receives the Payment Dispute Notice, then either Party may immediately refer the dispute to arbitration under **Clause 27**, subject to Shipper's right to join the Transporter in any arbitration proceedings as provided in **Clause 29**. After resolution of the dispute any sum agreed by the Parties or determined as provided in **Clause 27** or **Clause 28** as the case may be, to be owing taking into consideration the payment by the Shipper of fifty per cent (50%) of the disputed portion of an Invoice pursuant to **Clause 10.5**, shall be paid within fourteen (14) Business Days from the date of such agreement or determination, together with interest on that amount at the Agreed Rate (unless the arbitrator determines that the dispute was not bona fide, in which case interest shall be payable at the Default Rate) from the date upon which payment should have been made up to and including the date payment is received.
- 10.5. The Shipper shall pay those amounts in the Invoice which are not subject of a Payment Dispute Notice within the time specified in **Clause 10.1**. In addition, the Shipper shall not later than the period specified in **Clause 10.1**, also pay to the Transporter an amount representing fifty per cent (50%) of the disputed portion of an Invoice pending the resolution of the relevant dispute.
- 10.6. If the Shipper does not pay an Invoice within the time specified in **Clause 10.1** or **10.4** in respect of an amount agreed or determined to be payable by Shipper, the Transporter shall immediately notify the Shipper of such failure to pay an Invoice within the time specified. In addition to any other rights of the Transporter under these General Terms and Conditions, the Transporter may cease providing Transportation Services until such time as the failure to pay is rectified to the satisfaction of the Transporter. Such cessation shall not however relieve the Shipper of its obligations under these General Terms and Conditions.
- 10.7. If any Invoice is not submitted to the Shipper within the time period specified for submitting such Invoice (such Invoice being a "Late Invoice"), the Shipper shall, to the extent the Shipper has not submitted a Payment Dispute Notice in respect

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of such Invoice, pay those amounts specified in such Late Invoice within fifteen (15) Business Days of receipt of the Late Invoice.

10.8. Subject to the limitations in **Clause 11**, the Transporter shall be entitled to amend or adjust an Invoice as appropriate to correct any errors or omissions contained in that Invoice.

10.9. All sums payable by the Shipper to the Transporter under these General Terms and Conditions shall be paid in full without set-off or counterclaim. All payments shall be applied first to interest owed, if any, and then to principal. Payments shall be applied to principal sums owed in the order in which such sums become due.

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11. Examination of Books and Records

- 11.1. Subject to **Clause 11.6**, each Party shall have the right at reasonable hours and on reasonable notice to examine, or cause to be examined by a designated representative, at the offices of the other Party, the books, records, data, and charts of such Party relevant to a Gas Transportation Agreement to the extent reasonably necessary to verify the accuracy of any Invoice, other invoice, charge or computation made pursuant to any of the provisions of these General Terms and Conditions provided always that:
- a. such books, records, data and charts need not, unless the same contain information relating to an unresolved bona fide dispute, be preserved for longer than twenty-four (24) calendar months after the end of the Contract Year to which they relate;
 - b. such right to examine is exercised within twenty-four (24) calendar months after the end of the Contract Year to which such books, records, data and charts refer; and
 - c. the cost of such examination shall be borne by the Party conducting such examination.
- 11.2. If, through any such examination or otherwise, any material inaccuracy is discovered, the necessary adjustment shall be made within fourteen (14) Business Days after the date that such inaccuracy is agreed upon by the Parties or determined by the arbitrator under **Clause 27** or **28**, as the case may be, and shall bear interest from the time any such payment should have been made or an overpayment was made, until payment.
- 11.3. Any objection resulting from such examination of such books, records, data and charts must be made in writing to the other Party within ninety (90) days following the completion of such examination.
- 11.4. Subject to **Clause 11.5**, once a Party has exercised its right to examine such books, records, data and charts relating to a certain part of the Contract Duration to verify the accuracy of any statement or computation it shall not have the right to re-



examine the books, records, data and charts relating to the same part of the Contract Duration (except to check that agreed or arbitrarily determined adjustments have been made) to verify the accuracy of the same statement or computation.

- 11.5. The restriction in **Clause 11.4** on the right of a Party to re-examine the same part of the books, records, data and charts of a Contract Duration shall not apply if that Party provides persuasive evidence of inaccuracy of any statement or computation in such part of the books, records, data and charts to the other Party. If within ten (10) Business Days from the date when the evidence was provided, the Parties are unable to agree on the compelling nature of the evidence provided by the Transporter seeking to do a re-examination, either Parties may refer the issue to arbitration for resolution in accordance with **Clause 28**.
- 11.6. Shippers shall use reasonable endeavours to have examinations of Transporter's books conducted simultaneously by a common designated representative. An examination of the Transporter under this **Clause 11** shall not be conducted more than once in any Contract Year.

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12. Taxes and Change in Law

- 12.1. Each Party shall pay such Taxes as are lawfully imposed upon it in respect of profits and income.
- 12.2. The Transporter shall, subject to the IPA and the applicable Enabling Legislation, be solely liable for and agrees to pay or cause to be paid all Taxes lawfully imposed by any State Authority with respect to the Transportation Services after the Receipt Point and prior to the Delivery Point and Shipper shall be solely liable for and agrees to pay or cause to be paid its proportionate share of all other Taxes lawfully imposed by any State Authority which has jurisdiction:
- a. prior to and at the Receipt Point in respect of Gas delivered to the Receipt Point and any other sums arising in respect of the Gas prior to delivery by or on behalf of Shipper to the Receipt Point; and
 - b. at and after the Delivery Point in respect of Gas delivered at the Delivery Point on its behalf and any other sums arising in respect of the Gas after delivery by the Transporter at the Delivery Point.
- 12.3. The Shipper will accept the risk of any increase in costs or other loss imposed or incurred due to Change in Law (including Taxes) in respect of ownership of or transportation of Gas prior to the Receipt Point as well as after the Delivery Point.
- 12.4. Each of the Transporter and the Shipper shall hold harmless and indemnify the other from and against any claims, demands, actions, proceedings or liabilities brought against such indemnified Party in respect of any Taxes which according to the provisions of this **Clause 12** are for the account of the indemnifying Party.

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13. Gas Quality

At the Receipt Point

- 13.1. From the Start Date in respect of any Gas Transportation Agreement until its expiry, the Shipper shall make available for acceptance at the Receipt Point Gas which conforms to the Gas Specification in **Schedule B4**.
- 13.2. If, at any time, the Shipper becomes aware that any Gas intended for delivery to the Transporter at the Receipt Point is, or may be, Gas that does not meet the Receipt Gas Specification, the Shipper shall, promptly upon becoming aware, inform the Transporter giving, where reasonably possible and in such detail as may reasonably be available, such information about the actual specification of such Gas as the Shipper shall possess and an estimate of the duration of the non-conformance.
- 13.3. The Transporter shall have the right to accept or reject Gas or any other substance which does not meet the Receipt Gas Specification and stop such Gas or substance from entering the Pipeline System. The Transporter shall notify the Shipper as soon as practicable if it becomes aware that any Gas made available by the Shipper at the Receipt Point does not meet the Receipt Gas Specification.
- 13.4. Upon receipt of any notification from the Shipper in accordance with **Clause 13.2**, the Transporter may then either:
 - a. refuse to take delivery until the nonconformity has been remedied; or
 - b. agree on a temporary waiver to the Gas Specification, including any conditions it deems necessary in the circumstances, and provide Transportation Services in respect of such Gas in accordance with such temporary waiver the duration of which shall not exceed fourteen (14) days (but waivers may be consecutive).
- 13.5. To the extent that the Transporter is unable to deliver Gas that meets the Delivered Gas specification to a Shipper at the Delivery Point as a consequence of accepting Gas that did not meet the Receipt Gas Specification pursuant to **Clause**

13.4, the Transporter shall have no obligation to deliver Gas that meets the Delivered Gas specification to that Shipper at any Delivery Point.

13.6. In the event that Gas which does not meet

- a. the Receipt Gas specification, or
- b. the terms of a waiver agreed in accordance with the provisions of **Clause 13.4.b**

is delivered by a Shipper to the Transporter **Clause 13.7** shall apply.

13.7. If:

- a. Gas of a kind referred to in **Clause 13.6** was the direct cause of damage to the Pipeline System or any equipment or facility (whether owned by the Transporter or a third party) or cost to the Transporter that it would not otherwise have incurred; and
- b. to the extent that such damage or cost was not caused or contributed to by the Transporter's negligence or Wilful Misconduct; and
- c. the Transporter takes or has taken all reasonable steps to mitigate its loss as a Reasonable and Prudent Operator; and
- d. the Transporter carries out or has carried out the works necessary to repair such damage actively and diligently as a Reasonable and Prudent Operator, then the Shipper shall reimburse the Transporter for all reasonable costs incurred by the Transporter in rectifying such damage including the cost of any action which, acting as a Reasonable and Prudent Operator, it considers appropriate or necessary to preserve the structural, environmental or economic integrity of the Pipeline System caused by delivery of such Gas.

At the Delivery Point

13.8. From the Start Date in respect of any Gas Transportation Agreement until its expiry, the Transporter shall make Gas available for acceptance at the Delivery Point which conforms with the Delivered Gas Specification.

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- 13.9. The Transporter shall inform Shippers if Gas to be delivered to the Delivery Point does not or is not anticipated to meet the Gas Specification, and provide such information about the manner in which the Gas fails to conform to the Delivered Gas Specification as the Transporter possesses and an estimate of the duration of the non-conformance. A Shipper may then either:
- a. subject to **Clause 13.5**, refuse to take delivery until the nonconformity has been remedied; or
 - b. take delivery of the Gas.
- 13.10. Subject to **Clause 24**, the Transporter shall indemnify the Shipper in respect of any direct loss incurred by the Shipper in the event that Gas which does not meet the Gas Specification is delivered at any Delivery Point in any particular circumstance or series of related circumstances; unless;
- a. the Shipper knew that the Gas did not meet the Gas Specification;
 - b. the Shipper knew or should have known that the Gas would cause damage to their equipment or facilities and that such Gas was the direct cause of damage to equipment or facilities;
- 13.11. The Transporter's obligation to indemnify the Shipper pursuant to **Clause 13.10** shall only arise:
- a. if the delivery of Gas that does not meet the Delivered Gas Specification is the direct cause of damage to equipment or facilities;
 - b. if the Shipper, or the owner or operator of the equipment or facilities shall have taken all reasonable steps, or procured that such reasonable steps are taken, to prevent and mitigate its loss and repair any damage actively and diligently as a Reasonable and Prudent Operator; and
 - c. to the extent that such loss was not caused or contributed to by the negligence or Wilful Misconduct of the Shipper, or the owner or operator of the equipment or facilities.
- 13.12. If a Shipper takes delivery of Gas pursuant to **Clause 13.9.a** or the Transporter reimburses the Shipper in accordance with **Clause 13.10**, then the Transporter

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shall incur or owe no further liability whatsoever to the Shipper, or any Person claiming by, through or under the Shipper, in respect of such Gas that does not meet the Gas Specification and the Shipper shall hold harmless and indemnify the Transporter from and against any claims, demands, actions, proceedings or liabilities brought against the Transporter and arising from delivery of such Gas in the circumstances specified in **Clause 13.10**.

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14. Gas Entry - Measurement and Testing at the Receipt Point

- 14.1. In the event of any conflict between the provisions of this **Clause 14** and the Regulations, then the provisions of the Regulations shall prevail and compliance with the Regulations shall not give rise to a breach of these General Terms and Conditions.
- 14.2. The Shipper shall deliver Gas to the Pipeline System at the Receipt Point consistent with the terms of an agreement (the "Interconnect Agreement") to which the parties shall be, inter alia, the Transporter and an operator (the "Upstream Operator") of a transportation system upstream of the Pipeline System (including for the avoidance of doubt, any transportation systems or facilities upstream of the Pipeline System which may not have been constructed or in operation at the coming into force of these General Terms and Conditions) and which shall contain specific provisions applicable in respect of such Receipt Point. Notwithstanding the foregoing, the absence of an Interconnect Agreement shall not preclude the Shippers from delivering Natural Gas to the Transportation System at such Receipt Point.
- 14.3. The Shipper shall procure that a measuring station is established at or near the Receipt Point where the measurement and testing equipment and systems set out in **Schedule B1** shall be installed and maintained (Receipt Point Measuring Station). The Shipper and the Transporter shall exchange information on the dates of installation of the Measuring Station and of the initial calibration of all measurement equipment, meters and instruments. Both Parties shall each be entitled to have a representative present to witness such installation and calibration and such calibration shall meet the specifications set out in **Schedule B1**, provided that each Party shall exercise such right at its cost and risk and shall have no liability to the other in respect of the exercise of such right.
- 14.4. The Shipper shall procure that the quality and quantity of Gas made available for acceptance at the Receipt Point shall be measured and tested in accordance with the methods and procedures and using the equipment specified in **Schedule B1**. It is acknowledged that due to improvements in Gas measurement and/or testing

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technology, alternate Gas measurement equipment may be installed and the Transporter shall not unreasonably withhold its consent to installation of such alternate Gas measurement and/or testing equipment.

- 14.5. The Shipper shall procure that The Transporter has free access to the Receipt Point Measuring Station at all times including public holidays.
- 14.6. The Shipper shall procure that the Transporter may install, maintain and operate, at its own risk and expense, check measuring equipment, provided that such check measuring equipment is equivalent to that installed at the Receipt Point Measuring Station and is installed, operated and maintained in a manner which does not interfere with the operation of the Receipt Point Measuring Station.
- 14.7. The Shipper shall procure that the reading of instruments at the Receipt Point Measuring Station and collection and processing of data will be carried out by the Upstream Operator and that the Upstream Operator shall retain such data for a period of twenty-four (24) months from the end of the Contract Year to which they relate (unless there is a dispute, in which case such records shall be retained until the resolution of the dispute), and will be available for the Transporter's review during such period.
- 14.8. The Shipper shall procure that the Transporter shall have the right to check calculations made by the Upstream Operator relating to the Receipt Point Measuring Station. In case of disagreement, the calculations shall be checked jointly by the Parties and the Upstream Operator. Any such disagreement which cannot be settled through direct discussions by the Parties and the Upstream Operator shall be finally determined by an arbitrator under **Clause 27** or **Clause 28**.
- 14.9. The Shipper shall procure that the accuracy of all measuring instruments at the Receipt Point Measuring Station (including instruments used in the measurement or calculation of the Higher Heating Value) shall be tested by the Upstream Operator at least once in each calendar month. The Shipper shall procure that the Upstream Operator gives the Shipper and the Transporter reasonable notice of the date and hour of each such test and that the Transporter shall be entitled to have a

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representative present to witness such measuring equipment tests, provided that the Transporter shall exercise such right at its own cost and risk without any liability whatsoever to the Upstream Operator and the Shipper. Should the Transporter fail to be present, the findings of the Upstream Operator and Shipper shall be considered valid. The period between any two (2) calibrations of any such equipment shall not exceed forty-two (42) Days.

- 14.10. In addition to the regular inspection of measurement equipment, the meters, instruments and equipment installed by or on behalf of any Party shall be subject to inspection by, or on behalf of, any other having a legitimate reason at all reasonable times, and any Party may request that a test be made of any other's meters or instruments in each case at the requesting Party's risk and cost.
- 14.11. If on any test the percentage of inaccuracy of the metering equipment in question is found to be:
- a. less than one (1) per cent., then no correction of previous reading shall be made for the period since the last test; or
 - b. in excess of one (1) per cent., then previous readings of such equipment shall be corrected for any period which is definitely known or agreed upon, but in case such period is not so known or agreed upon, such correction shall be made for a period covering the last half of the period since the last test.
- 14.12. If for any reason any part of the Receipt Point Measuring Station is out of service or out of repair so that the amount of Gas delivered to the Pipeline System cannot be ascertained or computed from the readings thereof, the amount of Gas delivered to the Pipeline System during such period shall be estimated and agreed upon between the Transporter and all affected Shippers by the use of the first of the following methods which is feasible:
- a. by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
 - b. in the absence of (a), by using the registration of any check measuring equipment if installed and accurately registering; or

- c. in the absence of (a) and (b), by estimating the quantity delivered by reference to actual deliveries during preceding periods under similar conditions when the equipment in question was registering accurately.

14.13. Each Shipper shall procure that the Upstream Operator:

- a. undertakes, completes and reports all measurement readings and calculations for any Contract Month no later than three (3) Days after the end of that Contract Month;
- b. records any measurement prior period corrections for the Contract Month to which such corrections relate;
- c. reports any such corrections as a revised total quantity for the relevant Day and Contract Month; and
- d. estimates any missing or late measurement data.

The actual quantity and volume, once ascertained, shall be treated as an adjustment to the measurement readings and calculations in the Contract Month to which they relate.


14.14. Following a determination made in accordance with **Clause 14.11.b**, **14.12** and/or **14.13**, any amount determined to be payable by the Shipper but not effected or for which the Shipper has overpaid shall be shown in the next Invoice either as an amount payable by the Shipper or as a credit in favour of Shipper.

14.15. The Transporter and Shippers will each retain a full record of any action taken by them or on their behalf to recalibrate, repair or replace any measuring or testing equipment for 24 months following the action.

14.16. Each Shipper shall procure that any measuring equipment operated by the Upstream Operator at any Receipt Point Measuring Station found to be inaccurate or out of calibration or otherwise defective pursuant to this **Clause 14** is repaired and/or replaced at no cost to the Transporter.

New Receipt Points

14.17. The Transporter will, subject to **Clauses 14.18** and **14.19**, facilitate new receipt points for delivering Gas into the Pipeline System when and wherever practicable

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in order to secure as diverse, safe, economic and secure a supply of Gas as possible to the Pipeline System.

- 14.18. The Transporter will enter into good faith negotiations on Interconnect Agreement(s) in respect of proposed new receipt point(s) on appropriate terms. Gas will enter the Pipeline System from such new receipt point(s) consistent with the provisions of the relevant Interconnect Agreement for such new receipt point(s) and these General Terms and Conditions.
- 14.19. The Transporter will not enter into any Interconnect Agreement which would in the reasonable opinion of the Transporter have a material adverse impact on Shippers in general without first advising Shippers of the provision which the Transporter believes will have such material effect. Subject to the agreement of the other contracting parties thereto, each Interconnect Agreement for any new receipt point shall be made publicly available by the Transporter following its execution.
- 14.20. The provisions of this **Clause 14** shall take effect subject to the Regulations

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15. Gas Offtake - Measurement and Testing at Delivery Points

- 15.1. The Transporter shall carry out measurement, testing and calculation of the quality and quantity of Gas delivered at the Delivery Point in compliance with these General Terms and Conditions and the Regulations. In the event of any conflict between the provisions of this **Clause 15** and the Regulations, then the provisions of the Regulations shall prevail and compliance with the Regulations shall not give rise to a breach of these General Terms and Conditions.
- 15.2. Transporter shall establish a measuring station at or near each Delivery Point where the measurement and testing equipment and systems set out in **Schedule B1** or the relevant delivery point agreement shall be installed and maintained (**Delivery Point Measuring Station**). Transporter shall give the Shippers at that Delivery Point reasonable notice of the date of installation of the Delivery Point Measuring Station and the initial calibration of all measurement equipment, meters and instruments. The Shippers at that Delivery point shall be entitled to have a representative present to witness such installation and calibration and such calibration shall meet the specifications set out in **Schedule B1** or the relevant delivery point agreement, provided that any Shipper shall exercise such right at its cost and risk and the Transporter shall have no liability to the Shipper in respect of the exercise of such right by it.
- 15.3. The Transporter shall measure and test the quality and quantity of Gas delivered at each Delivery Point Measuring Station as described in **Schedule B1** or the relevant delivery point agreement, in accordance with the methods and procedures and using the equipment specified in that Schedule or agreement.
- 15.4. The reading of instruments at each Delivery Point Measuring Station and the collection and processing of data will be carried out by the Transporter.
- 15.5. Shippers shall procure:
- a. the consent necessary from any customer of the Shipper to the installation of such Gas measurement and/or testing equipment reasonably required by the

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Transporter for the carrying out of its duties under these General Terms and Conditions and the Regulations; and

- b. free access to any property on which such equipment is installed as reasonably required by the Transporter for the carrying out of its duties under these General Terms and Conditions and the Regulations at all times including public holidays for the purpose of installation, operation, maintenance, repair or removal.
- 15.6. The Transporter shall retain the data used to determine invoiced quantities for a period of twelve (12) months from the end of the Calendar Year to which they relate (unless there is a dispute, in which case such records shall be retained until the resolution of the dispute), and such records will, subject to **Clause 32**, be available for any Shipper's review during such period, but only to the extent that they relate to a Gas Transportation Agreement with Shipper.
- 15.7. The accuracy of all measuring instruments owned and/or operated by the Transporter shall be tested by the Transporter at least once in each calendar month or at such other frequency as may be specified in the Regulations, PROVIDED THAT the period between any two calibrations shall not exceed forty-two (42) Days.
- 15.8. If on any such test the percentage of inaccuracy of the metering equipment in question is found to be:
- a. less than one (1) per cent., then no correction of previous reading shall be made for the period since the last test; or
 - b. in excess of one (1) per cent, previous readings of such equipment shall be corrected for any period which is definitely known or agreed upon, but in case such period is not so known or agreed upon, such correction shall be made for a period covering the last half of the period since the last test.
- 15.9. If for any reason any measuring equipment is out of service or out of repair so that the amount of Gas delivered to a Delivery Point cannot be ascertained or computed from the readings thereof, the amount of Gas delivered to that Delivery Point during such period shall be estimated and agreed upon between the Transporter and those

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Shippers having Gas Transportation Agreements specifying that Delivery Point by the use of the first of the following methods which is feasible:

- a. by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
- b. in the absence of (a), by estimating the quantity delivered by reference to actual deliveries during preceding periods under similar conditions when the equipment in question was registering accurately.

15.10. Following a determination made in accordance with **Clause 15.8.b** or **Clause 15.9**, any amount determined to be payable by a Shipper but not effected or for which a Shipper has overpaid shall be shown in the next Invoice either as an amount payable by, or as a credit in favour of, that Shipper.

15.11. The Transporter will retain a full record of any action taken to recalibrate, repair or replace any measuring or testing equipment for 24 months following the action.

15.12. The Transporter will, subject to **Clauses 15.13** and **15.14**, facilitate new Delivery Points to the Pipeline System when and wherever practicable.

15.13. The Transporter will enter into good faith negotiations on tie-in or other agreement(s) in respect of proposed new Delivery Point(s) on appropriate terms.

15.14. The Transporter will not enter into any agreement for any new Delivery Point which would in the reasonable opinion of the Transporter have a material adverse impact on Shippers in general without first advising Shippers of the provision which the Transporter believes will have such material effect. Subject to the agreement of the other contracting parties thereto, each agreement for any new Delivery Point shall be made publicly available by the Transporter following its execution.

15.15. The provision of this **Clause 15** shall take effect subject to the Regulations.

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16. Operational Procedures and Nominations

Arrangements for the passage of Information

16.1. The Transporter has and will maintain:

- a. an operational centre which shall be attended 24 hours a Day for management of Gas transportation and deliveries; and
- b. a nomination and scheduling centre to be attended during Normal Business Hours.

16.2. Shippers shall procure that their suppliers, transporters and customers (in the case of customers, unless they fall within a class in respect of which the Transporter has issued a derogation from this requirement), have or will establish

- a. operational centres which shall be attended 24 hours a Day for management of Gas production, transportation and delivery; and
- b. nomination and scheduling centres to be attended during Normal Business Hours,

both for the purpose of sending and receiving notices and information required to be sent or received by the provisions of these General Terms and Conditions or the Regulations.

16.3. Each Shipper shall establish and maintain at all times when a Gas Transportation Agreement exists between the Transporter and that Shipper:

- a. a process for receiving and acting upon any emergency information operational 24 hours a Day; and
- b. a nomination and scheduling centre to be attended during Normal Business Hours.

16.4. The operational and nomination/scheduling centres shall be connected by a reliable electronic communication system or such other means of instantaneous communication as the Transporter shall require to be used for the exchange of information.

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Nomination Procedures

- 16.5. From the Start Date for the duration of each Gas Transportation Agreement, each Shipper shall, subject to **Clauses 19** and **20** have the right in accordance with **Clause 16.7** on any and every Day to request transport and delivery at the Delivery Point of a quantity of Gas not less than the Minimum Quantity (if any) and not more than the Daily Reserved Capacity specified in each relevant Gas Transportation Agreement. Shippers will use reasonable endeavours to take delivery of Gas at a uniform rate throughout the Day and shall not at any time take delivery of Gas at an instantaneous rate which if continued for twenty four (24) hours would result in a delivery to the Shipper of less than the Minimum Quantity or more than the Daily Reserved Capacity. The Transporter shall not be obligated to make Gas available for acceptance at an instantaneous rate which if continued for twenty four (24) hours would result in a delivery to the Shipper of less than the Minimum Quantity or more than the Daily Reserved Capacity.
- 16.6. For informational purposes and in order to maintain a gas transportation requirement forecast on or before the ten (10th) Day of the first and each subsequent Contract Month, each Shipper shall inform the Transporter in writing of its forecast in respect of each Gas Transportation Agreement for Gas transport and delivery requirement for each Contract Month of the subsequent twelve Contract Months (**Gas Transport Forecast**). The Gas Transport Forecast shall specifically address the maintenance activities of the Shipper's customers, ELPS, and suppliers.
- 16.7. No later than six (6) Days prior to the start of each Contract Month, the Shipper shall inform the Transporter in writing of the Shipper's requirements for Gas to be delivered to each Delivery Point in respect of each Gas Transportation Agreement during each Day of that Contract Month (**Gas Transport Notice**). The daily quantities specified in such Gas Requirement Notice shall constitute the **Daily Nominations** for that Contract Month.
- 16.8. Subject to **Clause 16.13**, a Shipper shall be entitled to change any Daily Nomination (**Changed Daily Nomination**) by notice in writing given to the Transporter:

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- a. not later than 1100 hours GMT on the Day prior to the Day on which the change applies;
- b. at anytime between 1100 hours GMT and 1600 hours GMT on the Day prior to the Day on which the change applies, however the Transporter shall only be obliged to use reasonable endeavours to meet such Changed Daily Nomination, and any such notice of Changed Daily Nomination shall be accompanied by an updated Gas Transport Notice showing such Changed Daily Nomination and any revision to the Daily Nominations set out in the Gas Transport Notice for the remainder of that Contract Month, or confirmation that there are no other changes to the Gas Transport Notice.

16.9. For the purposes of these General Terms and Conditions, requests for Transportation Services shall be deemed to have been Properly Nominated:

- a. if the Shipper has made Daily Nomination in accordance with **Clause 16.7** or Changed Daily Nominations in accordance with the provision of **Clause 16.8** and otherwise complied with the Transporter's operating procedures;
- b. as a result of a reduction in the Daily Contract Quantity for Exceptional Maintenance, a Daily Nomination has been deemed to have changed as provided in **Clause 24.7**; or
- c. a Daily Nomination has been adjusted as provided in **Clause 16.10**;
- d. and the Transporter has otherwise complied with its obligations under the provisions of this **Clause 16** and these General Terms and Conditions, provided that where the Transporter is required only to use reasonable endeavours to make any Gas available for acceptance at the Delivery Point, such Gas shall be deemed to have been Properly Nominated only to the extent that the Transporter made such Gas available for acceptance or could have done so by using reasonable endeavours.

16.10. The Transporter may, without being in default under these General Terms and Conditions, adjust any Daily Nomination due to operational constraints in the Pipeline System caused by any Shipper not taking at the Delivery Point quantities

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of Gas equal to the Properly Nominated Quantity on any Day as provided for in **Clause 4.3**. The Transporter shall notify the Shipper of any adjustment to the Daily Nomination under this **Clause 16.10** as expeditiously as possible, and the Daily Nomination for the relevant Day shall be deemed to be as set out in the notice from the Transporter to the Shipper under this **Clause 16.10**.

- 16.11. The Transporter shall, as soon as reasonably practicable, notify the Shipper of any anticipated or actual inability to deliver at the Delivery Point the Properly Nominated Quantity irrespective of whether the Transporter is relieved from its obligations to do so through an Event of Force Majeure or on other grounds, together with the Transporter's best estimate of the extent and duration of such inability, and the Transporter shall keep the Shipper apprised of any changes in such estimate, including any anticipated or actual ability on the part of the Transporter to resume making the Properly Nominated Quantity of Gas available for acceptance.
- 16.12. A Shipper shall, as soon as reasonably practicable, notify the Transporter of any anticipated or actual inability to take delivery of the Properly Nominated Quantity or make Gas available for acceptance at the Receipt Point in accordance with these General Terms and Conditions, irrespective of whether the Shipper is relieved from its payment obligations under these General Terms and Conditions, through an Event of Force Majeure or on other grounds, together with the Shipper's best estimate of the extent and duration of such inability, and the Shipper shall keep the Transporter apprised of any changes in such estimate, including any anticipated or actual ability on the part of the Shipper to resume taking the Properly Nominated Quantity or delivery of Gas.
- 16.13. Notwithstanding **Clause 16.7**, if an Event of Force Majeure which prevents the Transporter from making Gas available or the Shipper taking Gas occurs and lasts for a period longer than a full Day, the Shipper shall be deemed to have Properly Nominated the quantity of Gas specified in the Daily Nomination for the Day immediately preceding the first full Day of the duration of the Event of Force Majeure.

16.14. The Transporter shall inform each Shipper of the Fuel Gas Percentage to be applied for a Contract Month no later than ten (10) Days prior to the start of that Contract Month, which shall, in the absence of any such notification, be the same as that previously notified.

16.15. On each Day the Transporter shall have the right to nominate a quantity of Gas required by it for operational purposes.

16.16. The Transporter will publish and maintain operating procedures, with which Shippers and the Transporter will comply at all times. Such procedures may be published as a manual or electronically, as the Transporter determines. Shippers and the Transporter hereby agree that the latest operating procedures published by the Transporter from time to time are incorporated by this **Clause 16.16** in each Gas Transportation Agreement.

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17. Line Pack and Fuel Gas

17.1. The following provisions of this **Clause 17** shall take effect subject to the Regulations.

17.2. The Transporter shall, at its sole cost and without any right to claim reimbursement from Shipper, provide

- a. any quantities of Gas required for Line Pack in the Pipeline System at any time;
- b. any quantities of Gas required to commission the Pipeline System or any part of it and any of its associated equipment;
- c. Fuel Gas which is not Chargeable Fuel Gas in accordance with **Clause 17.3**.

17.3. At the end of each Contract Month the Transporter shall calculate:

- a. the Fuel Gas for that Contract Month in accordance with the following formula:

$$\text{Fuel Gas} = \text{MR} - \text{MD} + \text{IS} - \text{IE}$$

Where:

IE = Inventory at the end of a Contract Month;

IS = Inventory at the start of a Contract Month;

MR = the total quantity of Gas delivered to the Transporter by the Shipper and all Pipeline System Shippers and by suppliers of Gas to the Transporter during that Contract Month;

MD= the total quantity of Gas delivered to the Shipper and all Pipeline System Shippers at all delivery points on the Pipeline System during that Contract Month;

- b. the Chargeable Fuel Gas for that Contract Month, which shall be the sum of Measured Fuel Gas plus the lesser of:
 - i. all Fuel Gas which is not Measured Fuel Gas during that Contract Month;and



- ii. the limit on line losses and other unaccounted for losses of two (2%) per cent.

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18. Allocation and Imbalances

18.1. Each Shipper agrees that the total quantity of Gas delivered by each Shipper at the Receipt Point shall be allocated between the Transporter, Foundation Shippers and all Shippers as follows:

- a. the quantity nominated by the Transporter in accordance with **Clause 16.15** shall be allocated to the Transporter, and
- b. the remaining quantity shall be allocated between Shippers in such proportion as each Shipper's aggregate quantity delivered at all Delivery Points bears to the total of all Shippers' aggregate quantities delivered at all Delivery Points, except as otherwise agreed between Shippers and notified in advance to the Transporter.

18.2. Each Shipper agrees that if it and any other Shipper nominate Gas for delivery on any Day at the same Delivery Point, the total quantity delivered at such Delivery Point on such Day shall be allocated between such Shippers in the proportion that the Properly Nominated Quantity for delivery to each Shipper at such Delivery Point bears to the total quantity Properly Nominated by all Shippers for delivery at such Delivery Point on that Day except as otherwise agreed between such Shippers and notified in advance to the Transporter.

18.3. Subject to **Clause 8.11**, the Transporter may require each Shipper to provide a proportion of the Chargeable Fuel Gas. Each Shipper agrees that the total quantity of Chargeable Fuel Gas for each Contract Month, calculated in accordance with **Clause 17.3.b**, will be allocated between all Shippers in such proportion as the quantity of Gas delivered to each Shipper at all Delivery Points bears to the total quantity of Gas delivered by the Transporter to all Shippers at all Delivery Points in that Contract Month.

18.4. A Shipper's Imbalance at the end of a Contract Month shall be calculated as follows:

$$\text{Shipper's Imbalance} = \text{AMR} - \text{AMD} - \text{ACFG} + \text{OSI}$$

Where:

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AMR = the quantity of Gas delivered to the Transporter at the Receipt Point and allocated to that Shipper in accordance with **Clause 18.1**.

AMD = the quantity of Gas delivered to that Shipper at any Delivery Point or if applicable, allocated to that Shipper at any Delivery Point in accordance with **Clause 18.2**;

ACFG = the quantity of Chargeable Fuel Gas allocated to that Shipper in accordance with **Clause 18.3**.

In each case aggregated for all the Days in that Contract Month, and

OSI = the opening Shipper's Imbalance for that Shipper at the start of that Contract Month.

- 18.5. The Transporter and each Shipper shall in each Contract Month work together to minimise the total size of that Shipper's Imbalance.
- 18.6. A Shipper may trade all or part of its Shipper's Imbalance with any other Shipper. Transporter shall make appropriate adjustments to the relevant Shippers' Imbalances following receipt of written confirmation of the details of a trade from both Shippers that are party to any such trade.
- 18.7. If, following the end of a Contract Month, a Shipper's Imbalance calculated in accordance with **Clause 18.4**, and taking account of any adjustments pursuant to **Clause 18.6** exceeds five (5%) per cent of that Shipper's Daily Reserved Capacity multiplied by the number of Days in that Contract Month, (or as such limit may be revised by the Transporter from time to time), then that Shipper shall, from the 10th day after the beginning of the following Contract Month, adjust daily deliveries of Receipt Gas with the aim of achieving a zero Shipper's Imbalance by the end of such Contract Month.
- 18.8. At any time that the Transporter considers, in its sole judgment, that the provisions of **Clauses 18.4 to 18.7** do not operate satisfactorily to preserve the operational integrity of the Pipeline System, it may give three (3) calendar months' prior notice of the introduction of a Balancing Instruction. A Balancing Instruction may,

without limiting the generality thereof, include provisions for different balancing periods, for financial incentives for balancing and for tolerances and such other matters as the Transporter deems necessary. Shippers shall comply with the provisions of any Balancing Instruction from the Day of its introduction to the Day of its withdrawal.

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19. Capacity and Curtailment

- 19.1. In this **Clause 19**, a Foundation Shipper is a shipper using the Pipeline System and its facilities by virtue of a gas transportation agreement entered into with the Transporter of the class defined in the IPA as a Foundation Gas Transportation Agreement.
- 19.2. If there is a restriction in available capacity in the Pipeline System on any Day, then as between Foundation Shippers and Shippers, Foundation Shippers are given priority over all Shippers for use of such available capacity up to the level of the Foundation Shippers':
- a. valid nominations in respect of the Day on which the restriction occurs; and
 - b. daily capacity reserved in the Pipeline System in respect of subsequent Days until the restriction is removed.

Thereafter available capacity will be shared amongst all Shippers other than Foundation Shippers in the proportion to the aggregate Properly Nominated Quantities in respect of the day on which the restriction occurs; and in proportion to the Daily Reserved Capacity in respect of subsequent Days until the restriction is removed.

- 19.3. Transporter shall give any affected Shipper as much notice as is practicable in the circumstances of any restriction to its available capacity (**Notice of Restriction**). Such notice shall contain the Transporter's reasonable estimate of the magnitude and duration of the restriction and the maximum Properly Nominated Quantity (**Restricted Properly Nominated Quantity**) available during such period to the Shipper. If a Daily Nomination has been made prior to the Notice of Restriction that is greater than the Restricted Properly Nominated Quantity, then such nomination shall be deemed to be for the Restricted Properly Nominated Quantity
- 19.4. The provisions of this **Clause 19** shall be subject to and shall not prejudice the provisions of **Clause 20** and the ability of the Transporter to limit the Properly Nominated Quantity in accordance therewith.

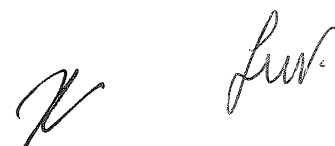
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19.5. A Shipper shall be entitled to use its reserved capacity to transport Gas belonging to it or other persons provided that Shipper shall manage the nominations, receipt and deliveries of Gas for such other persons as part of its own nominations, receipt and deliveries without conferring any rights or obligations to such persons under these General Terms and Conditions. The Shipper shall remain liable in respect of such Gas and such reserved capacity under these General Terms and Conditions.

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20. Maintenance

- 20.1. The Transporter shall ensure that throughout the term of these General Terms and Conditions the Pipeline System is operated, repaired and maintained in good working order and condition in accordance with the standard of a Reasonable and Prudent Operator.
- 20.2. The Transporter and Shippers may co-ordinate the maintenance activities of the Transporter, connected Gas consumers, NGC in respect of the ELPS, and the Gas producers with a view to minimising in each Contract Year, the reduction in Gas deliveries due to maintenance. To facilitate such co-ordination, all Shippers shall advise the Transporter by notice of their intended maintenance activities for the following twenty-four months by the 1st September in each year, and include with such notice the dates of any maintenance and the quantity of Gas expected to be required on each such Day.
- 20.3. If the necessities of maintenance in any Contract Year would result in a reduction of the Transporter's ability to provide Transportation Services, the Transporter may set a limit on the maximum Properly Nominated Quantity in respect of which it is able to provide Transportation Services and the period during which such limit will apply and the Transporter shall not be obliged to provide Transportation Service in excess of such limit on the Properly Nominated Quantity in order for such maintenance to be carried out (**Scheduled Maintenance**) provided that:
- a. The Transporter shall give to each Shipper a non-binding estimate of the timing and duration of the Scheduled Maintenance and of the limit in the Properly Nominated Quantity on or before 15th September in the calendar year immediately preceding the Contract Year in which the Scheduled Maintenance is to be carried out (**Scheduled Maintenance Notice**). Such notice shall also include such information as is available to the Transporter regarding Scheduled Maintenance for the subsequent two (2) Contract Years;
 - b. by 15th November in the calendar year immediately preceding the Contract Year in which the Scheduled Maintenance is to be carried out, the Transporter shall

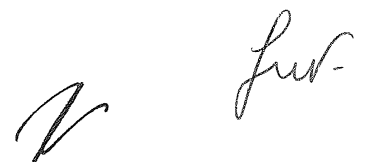
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notify the Shipper of the period or periods during which the Scheduled Maintenance shall be carried out in that following Contract Year (**Scheduled Maintenance Period**) and the limit in the Properly Nominated Quantity for such period. The Scheduled Maintenance Period shall not exceed five (5) Days in any Contract Year. Transporter may utilize any unused portion of the Scheduled Maintenance Period in a Contract Year in the immediately succeeding Contract Year, PROVIDED THAT the total number of Days available for Scheduled Maintenance in any Contract Year shall in no event exceed ten (10) Days.

- 20.4. During the Scheduled Maintenance Period, the maximum Properly Nominated Quantity for which the Transporter may be required to provide Transportation Services shall be that specified in the notice given under **Clause 20.3.b (Maintenance Properly Nominated Quantity)** and the nominations to be made by the Shipper in accordance with **Clause 16** shall be for any quantity of Gas not less than any minimum quantity in the Gas Transportation Agreement in respect of which the nomination is made, and not more than such Maintenance Properly Nominated Quantity, as that Maintenance Properly Nominated Quantity may be revised as provided in **Clause 20.8**.
- 20.5. In addition to any Scheduled Maintenance and without being in default under these General Terms and Conditions, the Transporter may limit the maximum Properly Nominated Quantity for additional periods in a Contract Year in respect of maintenance the need for which has arisen (**Exceptional Maintenance**):
- a. as a direct result of legislation or a requirement or direction from a State Authority having jurisdiction over or in respect of all or any part of the Pipeline System, any Gas supply facilities or a Gas producer, NGC and/or a connected consumer of Gas;
 - b. for the tie-in, interconnection or installation of any new facilities to or in any part of the Pipeline System; or

- c. to conform to good safety and/or environmental standards or to take action in an emergency, in each case in accordance with the standard of a Reasonable and Prudent Operator, in respect of all or any part of the Pipeline System.
- 20.6. The Transporter shall use reasonable endeavours, taking into account the reason for which such Exceptional Maintenance is required, to give any affected Shipper not less than thirty (30) days notice of any Exceptional Maintenance (**Exceptional Maintenance Notice**) and, in any event, to give as much notice as is practicable in the circumstances. The Exceptional Maintenance Notice shall contain the Transporter's reasonable estimate of the duration of the Exceptional Maintenance (**Exceptional Maintenance Period**) and of the reduction in the limit on the Properly Nominated Quantity for such period. The Exceptional Maintenance Period shall not exceed two and one half (2.5) Days in any Contract Year. Transporter may utilize any unused portion of the Exceptional Maintenance Period in a Contract Year, in the immediately succeeding Contract Year, PROVIDED THAT the total number of Days available for Exceptional Maintenance in any Contract Year shall in no event exceed five (5) Days.
- 20.7. During the Exceptional Maintenance Period, the maximum Properly Nominated Quantity for which the Transporter shall be required to provide Transportation Services shall be that specified in the notice given under **Clause 20.6 (Exceptional Maintenance Properly Nominated Quantity)** and the nominations to be made by each affected Shipper in accordance with **Clause 16** shall be for any quantity of Gas not less than any minimum quantity in the Gas Transportation Agreement in respect of which the nomination is made, and not more than such Exceptional Maintenance Properly Nominated Quantity as that quantity may be revised as provided in **Clause 20.8**. If a Daily Nomination has been made prior to the Exceptional Maintenance Notice that is greater than the Exceptional Maintenance Properly Nominated Quantity, then such nomination shall be deemed to be for the Exceptional Maintenance Properly Nominated Quantity.
- 20.8. The Transporter may, at any time after giving a Scheduled Maintenance Notice or an Exceptional Maintenance Notice, notify Shippers of any revision to the Maintenance Properly Nominated Quantity or the Exceptional Maintenance

Properly Nominated Quantity that would increase the quantity of Gas which the Transporter is able to make available on any Day during that Scheduled Maintenance Period or Exceptional Maintenance Period.

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21. System Planning

- 21.1. For purpose of enabling the Transporter to plan the efficient and timely provision of current and future capacity in the Pipeline System, each Shipper shall supply the Transporter with bona fide estimates of its requirements for Transportation Services in accordance with **Clause 21.3** or as otherwise requested by the Transporter. Such estimates shall
- a. not be binding on a Shipper; and
 - b. not imply that capacity will be available.
- 21.2. The Transporter shall produce in each calendar year (or at such other period as may be agreed with the WAGP Authority) a 5 year plan with respect to existing and projected availability of capacity reserved and available for reservation, reinforcement and development of the Pipeline System. The 5 year plan shall
- a. not be binding on the Transporter; and
 - b. not imply that capacity will be available.
- 21.3. The estimates required by the Transporter until otherwise advised are that not later than 1st June in each Contract Year each Shipper shall notify the Transporter in writing of its bona fide estimate of the maximum capacity requirement in the Pipeline System expressed in MMBtus per Day or such other units as the Transporter may request at each Delivery Point for each of the following five (5) Contract Years.
- 21.4. Each Shipper shall use all reasonable endeavours to provide any additional information requested by the Transporter which would, in the opinion of the Transporter, aid in the planning of future deliveries of Gas through the Pipeline System.
- 21.5. The information provided by Shippers in accordance with this **Clause 21** shall be Confidential Information. Shippers hereby consent to its disclosure to the WAGP Authority, or as that Authority directs.


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21.6. The Transporter shall expand the capacity of the Pipeline System from time to time in response to requests for capacity by Shippers in accordance with the provisions of Clause 4 of Part A of the Access Code.

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22. Title, Property and Custody

- 22.1. Title and (without prejudice to any other provision of these General Terms and Conditions) risk in Gas delivered to the Transporter at the Receipt Point shall pass to the Transporter.
- 22.2. Each Shipper warrants to the Transporter:
- a. that it or its representative will have title (at the point of delivery) to all Gas delivered or made available for delivery by it to the Transporter at the Receipt Point; and
 - b. that all such Gas will at such point be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and making available of Gas arising on or before delivery thereof.
- 22.3. Each Shipper shall indemnify the Transporter and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against it in consequence of any breach of the warranties in **Clause 22.2**.
- 22.4. The warranty in **Clause 22.2** shall be treated as satisfied where a Shipper has arranged for delivery or making available for delivery of Gas to the Transporter by a person or persons who has or jointly have title (at the point of delivery) to such Gas and such person passes or persons jointly pass title to such Gas to the Transporter.
- 22.5. Title and (without prejudice to any other provision of these General Terms and Conditions) risk in Gas delivered to each Shipper at the Delivery Point shall pass to that Shipper or as it may direct.
- 22.6. Subject to any breach of the Shipper's warranty in **Clause 22.2**, the Transporter warrants to each Shipper:
- a. that the Transporter will have title (at the point of delivery) to all Gas delivered or made available for acceptance at the Delivery Point by it; and

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- b. that all such Gas will at such point be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and making available of Gas arising on or before delivery thereof.

22.7. The Transporter shall indemnify the Shipper and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against it in consequence of any breach of the warranties in **Clause 22.6**.

22.8. The warranty in **Clause 22.6** shall be treated as satisfied where the Transporter has arranged for delivery or make available for delivery of Gas to a Shipper by a person or persons who has or jointly have title (at the point of delivery) to such Gas and such person passes or persons jointly pass title to such Gas to that Shipper.

23. Force Majeure

23.1. An Event of Force Majeure means any event or circumstance which is beyond the control of a Party (**Affected Party**), each such Affected Party having acted as a Reasonable and Prudent Operator, but only to the extent that:

- a. such event or circumstance cannot be or be caused to be prevented, avoided or removed by the Affected Party;
- b. such event or circumstance prevents the Affected Party from performing its obligations under these General Terms and Conditions, and the Affected Party has taken all reasonable precaution, due care and reasonable alternative measures in order to avoid the effect of such event or circumstance on the ability to perform its obligations under these General Terms and Conditions and to mitigate the consequences thereof.


23.2. Without limiting the generality of **Clause 23.1** an Event of Force Majeure shall include:

- a. acts of war or of the public enemy whether war be declared or not;
- b. major civil disturbances, acts of terrorists, public disorder, coup d'etats, insurrection, revolution, rebellion, sabotage, riots ,violent demonstrations or community disturbances;
- c. acts of God including earthquakes, volcanic eruptions and other seismic, tectonic and volcanic activities, land slides, mud slides, floods, tidal waves, typhoons, tornadoes, cyclones, hurricanes, lightning, or other natural calamities;
- d. embargoes or blockades;
- e. unavailability of facilities or materials, or transportation failures which are unforeseeable and against which a Reasonable and Prudent Operator would not have taken precautions;
- f. strikes or lockouts or other industrial action;
- g. an event which would be an Event of Force Majeure under these General Terms and Conditions but which affects:

- i. the interconnection between the ELPS and the Pipeline System or between any other upstream pipeline transportation system and the Pipeline System;
- ii. in respect of a Shipper:
 - A. the Gas production facilities from which such Shipper purchases Gas for transportation in the Pipeline System; and
 - B. the Gas consumer's facilities to which such Shipper sells and delivers or intends to sell and deliver Gas which is transported in the Pipeline System;
 - C. the ability of the ELPS or any other upstream pipeline transportation system (in respect of which an interconnection agreement has been entered into with Transporter) to transport Gas to the Receipt Point; or
- h. the action or omission to act by a State in breach of that State's obligations under the International Project Agreement which prevents the provision of Transportation Services.

23.3. Notwithstanding **Clauses 23.1** and **23.2**, the following shall not constitute Force Majeure:

- a. the breakdown or failure of machinery caused by:
 - i. normal wear and tear which should have been avoided by a Reasonable and Prudent Operator;
 - ii. the failure to comply with manufacturer's recommended maintenance and operating procedures; or
 - iii. the non-availability at appropriate locations of standby equipment or spare parts in circumstances where a Reasonable and Prudent Operator would have had such equipment or spare parts available;
- b. the failure to pay money or the non-availability or lack of funds;

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- c. any event or circumstance which is within the reasonable control of or caused by any act or omission of:
 - i Transporter;
 - ii a Shipper;
 - iii an Upstream Operator;
 - iv the owner or operator of the Gas production facilities from which a Shipper purchases Gas for transportation in the Pipeline System;
 - v the owner or operator of the Gas consumer's facilities to which a Shipper sells and delivers or intends to sell and deliver Gas which is transported in the Pipeline System; and
 - vi any Person engaged by:
 - A an Upstream Operator to construct, operate and maintain any part of its upstream pipeline transportation system which is connected to the Pipeline System;
 - B the owner or operator of the Gas production facilities (from which a Shipper purchases Gas for transportation in the Pipeline System) to construct, operate and maintain any part of those facilities;
 - C the owner or operator of the Gas consumer's facilities (to which a Shipper sells and delivers or intends to sell and deliver Gas which is transported in the Pipeline System) to construct, operate and maintain any part of those facilities;
 - D Transporter to construct, operate and maintain any part of the Pipeline System;

23.4. Subject to **Clause 23.5**, an Affected Party shall, except where otherwise expressly specified in these General Terms and Conditions, be relieved from its obligations under these General Terms and Conditions to the extent that it is prevented from performing such obligations by an Event of Force Majeure; PROVIDED THAT the occurrence of an Event of Force Majeure shall not relieve an Affected Party of its obligations under these General Terms and Conditions to pay any amounts

which have become due and payable and interest shall continue to accrue on any amounts due and payable as at the date of the occurrence of the Event of Force Majeure.

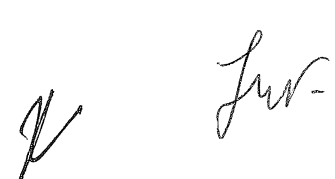
23.5. A Party seeking to be relieved from an obligation under these General Terms and Conditions by reason of an Event of Force Majeure shall not be entitled to such relief unless it has:

- a. as soon as reasonably practicable and in any event within seven (7) days of the day (**Relevant Day**) on which it first knew or reasonably ought to have known of the Event of Force Majeure due to which relief from its obligations is sought, notify, by the quickest practicable means followed promptly by written confirmation if the initial notice was not in writing, the Transporter or the Shipper (whichever is not the Affected Party) of the relief sought and of its intention to claim such relief by reason of the Event of Force Majeure;
- b. within thirty (30) days of the Relevant Day give to the Transporter or the Shipper (whichever is not the Affected Party) a written report giving details of the location of (if applicable), and particulars of the Event of Force Majeure as well an initial estimate of the period of time required to overcome the Event of Force Majeure and, if applicable, the quantities of Gas, if any, which it will be able to (i) make available for acceptance at the Delivery Point; or (ii) deliver to the Delivery Point, as the case may be, during such period, and the actions it intends to take to mitigate or rectify the condition of the Event of Force Majeure, if such actions are possible;
- c. if the Event of Force Majeure is still continuing, within ninety (90) days of the date of the report in **Clause 23.5.b**, give to the other Party a written report updating the information given in the report referred to in **Clause 23.5.b** and giving to the extent possible, a revised estimate of the period of time required to overcome the Event of Force Majeure, and the actions being taken to mitigate or rectify the condition of the Event of Force Majeure, if such actions are possible; and



- d. as soon as practicable, following a written request from the Transporter or the Shipper (whichever is not the Affected Party), give or procure access,(in so far as it is reasonably able so to do and if applicable), for a reasonable number of representatives of that Party, including other persons accompanying such representatives as notified in the written request, at such other Party's sole risk and cost, to examine the event which gave rise to the claim of the occurrence of an Event of Force Majeure.

23.6. An Affected Party shall cease to be relieved from its obligations under these General Terms and Conditions by reason of an Event of Force Majeure if it fails to take, as soon as reasonably practicable, all reasonable and necessary steps to rectify the Event of Force Majeure to the extent that such rectification is within the reasonable control of the Affected Party, provided that an Affected Party shall not be obliged to settle any strikes or lockouts or other industrial action or resolve or settle any community disputes except in such manner as it shall in its own judgment consider fit.



24. Limitation of Liability

24.1. Subject to the further provisions of this **Clause 24**, the Transporter and each Shipper agrees and acknowledges that:

- a. Neither the Transporter nor any Shipper shall be liable to the other for loss arising from any breach of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto other than (but without prejudice to any other provision of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto which excludes or limits liability in respect of any breach) for loss directly resulting from such breach and which at the date hereof (or the date of a modification of these General Terms and Conditions in respect of which the breach arises) was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:
 - i. physical damage to any part of the Pipeline System or the property of any other Party or Person, and/or
 - ii. the liability (in law) of such other Party to any other Party or Person for loss in respect of physical damage to the property of such Person;
- b. no Party shall in any circumstances be liable in respect of any breach of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto, to any other Party or Person for:
 - i. any loss of profit, loss of revenue, loss of contract, loss of goodwill, or increased cost of working; or
 - ii. any indirect or consequential loss; or
 - iii. except as provided in **Clause 24.1.a.ii** and **24.4**, loss resulting from the liability of such other Party to any other Person howsoever and whensoever arising.

24.2. The amount or amounts for which:

- a. either the Transporter or a Shipper may be liable to any other Party or Persons pursuant to **Clause 24.1.a** in respect of any one event or circumstance or a

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series of related events or circumstances constituting or resulting in a requirement to purge the Pipeline System of any Gas or other substance which does not meet a Gas Specification shall not, subject to **Clause 24.2.b**, exceed Seven Million Five Hundred Thousand US Dollars (US Dollars7,500,000) or the amount in US Dollars equal to ten (10%) per cent of the Reservation Charge of such Shipper multiplied by the number of days in the relevant year, which ever is higher;

- b. the Transporter may be liable to other Parties pursuant to **Clause 24.1.a** in respect of any one event or circumstance or series of related events or circumstances constituting or resulting in the Transporter's breach of a provision of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto, shall not exceed in aggregate Seven Million Five Hundred Thousand US Dollars (US Dollars7,500,000).

24.3. **Clause 24.1** is without prejudice to any provision of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto which provides for an indemnity, or which provides for any Party to make a payment to another.

24.4. Nothing in these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto shall exclude or limit the liability of any Party for death or personal injury resulting from the negligence of such Party.

Exclusion of certain rights and remedies

24.5. The rights and remedies of Parties pursuant to these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto exclude and are in place of any rights or remedies of any Party in tort (including negligence and nuisance) or misrepresentation in respect of the subject matter of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto; and accordingly, but without prejudice to **Clauses 24.4** and **24.8**, each of the Transporter and the Shippers (to the fullest extent permitted by law):

- a. waives any rights or remedies, and

- b. releases each other Party from any duties or liabilities arising in tort or misrepresentation in respect of the subject matter of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto.
- 24.6. Without prejudice to **Clause 24.5**, where any provision of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of such Code or agreement, each Party agrees and acknowledges that the remedy conferred by such provision is exclusive of and is in substitution for any remedy in damages in respect of such breach or the event or circumstance giving rise thereto.
- 24.7. For the avoidance of doubt, nothing in this **Clause 24** shall prevent any Party from or restrict it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto.
- 24.8. Nothing in this **Clause 24** shall constitute a waiver by any Party of any right or remedy it may have (other than pursuant to the Code) in respect of a breach by any other Party of any statutory act, regulation or order.

Effect of this Clause 24

- 24.9. Each provision of this **Clause 24** shall be construed as a separate and severable contract term, and shall as respects any Shipper survive that Shipper ceasing to be Party to a Gas Transportation Agreement.
- 24.10. Each Party acknowledges and agrees that the provisions of this **Clause 24** have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of these General Terms and Conditions.

Liquidated damages

- 24.11. Where any provision of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto provides for any amount to be payable by the Transporter or a Shipper upon or in respect of that

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Party's breach of any provision of these General Terms and Conditions, a Gas Transportation Agreement or any agreement ancillary thereto, the Transporter and each Shipper agrees and acknowledges that such provision has been the subject of discussion and negotiation, and that the amount provided to be payable represents no more than a genuine pre-estimate of the loss of the Party to which such amount is payable.

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25. Termination

25.1. A Shipper may cease to be a Shipper pursuant to **Clause 25.5 to 25.9** or **25.10 to 25.16**; and for the purposes of the Code a "Discontinuing Shipper" is a Shipper who so ceases to be a Shipper and the "Shipper Termination Date" is the date with effect from which (in accordance with **Clause 25.5 to 25.9** or **25.10 to 25.16**) a Discontinuing Shipper ceases to be a Shipper.

25.2. Upon a Shipper's ceasing to be a Shipper:

- a. subject to **Clauses 24.9, 25.13, 27.25** and **28.22**, these General Terms and Conditions shall cease to bind the Discontinuing Shipper and (as respects the Discontinuing Shipper) the Transporter; and
- b. each Gas Transportation Agreement and any ancillary agreement to which a Discontinuing Shipper is party shall, unless otherwise provided in such agreement, terminate as respects that Shipper with effect from the Shipper Termination Date.

25.3. A Gas Transportation Agreement or any ancillary agreement may be subject to termination as respects any Shipper(s), in accordance with its terms, but (except as may be provided in such agreement) such termination shall not result in any such Shipper ceasing to be a Shipper.

25.4. These General Terms and Conditions shall have no fixed duration, but without prejudice to the provisions of this **Clause 25** as respects Discontinuing Shippers.

Shipper's Voluntary Termination

25.5. A Shipper may at any time by giving notice to the Transporter apply to cease to be a Shipper.

25.6. A Shipper may not cease to be a Shipper under this **Clause 25.6** until such time as:

- a. all amounts payable or (other than in respect of any recurrent charge becoming payable by reason only of the lapse of time after the date on which the last of the other requirements of this **Clause 25.6** is satisfied) which may become payable by the Shipper to the Transporter pursuant to any provision of these

General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement have been paid in full;

- b. the Shipper is not party to a Gas Transportation Agreement still in force and all outstanding obligations under any such agreement have been completed
- c. there is no outstanding Shipper's Imbalance in respect of the Shipper;
- d. the Shipper has complied with any requirements under any ancillary agreement in respect of termination under this **Clause 25.6**; and
- e. any outstanding breach by the Shipper of any provision of these General Terms and Conditions or a Gas Transportation Agreement or any ancillary agreement, being a breach capable of remedy and of which the Transporter has given notice to the Shipper, shall have been remedied.

25.7. Where a Shipper has given notice under **Clause 25.5**:

- a. the Shipper and the Transporter shall remain bound by these General Terms and Conditions, any Gas Transportation Agreement and any ancillary agreement to which the Shipper is party until the requirements of **Clause 25.6** are satisfied;
- b. the aggregate capacity for which the Shipper is liable under any Gas Transportation Agreements or ancillary agreements still in force shall not be reduced or cancelled other than in accordance with the Gas Transportation Agreements (and the Shipper will remain liable for the payment of charges in respect thereof but may elect to make prepayment thereof).

25.8. Where a Shipper has given notice under **Clause 25.5**, after the satisfaction of last of the requirements of **Clause 25.6** to be satisfied:

- a. with effect from the 5th Business Day following such satisfaction, the Shipper will cease to be a Shipper;
- b. without prejudice to **Clause 25.9**, the Transporter will as soon as reasonably practicable (and where possible before such date) inform the Shipper of the date on which it ceases to be a Shipper under **Clause 25.8.a**.

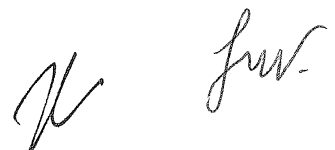
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- 25.9. Notwithstanding **Clause 25.8**, without prejudice to **Clause 25.2.a** each of the Transporter or (as the case may be) the Shipper shall remain liable, subject to and in accordance with these General Terms and Conditions, to the other:
- a. for any amount which was or becomes payable under these General Terms and Conditions or any Gas Transportation Agreement or ancillary agreement in respect of any period before the Shipper's termination date; and
 - b. in respect of any outstanding breach of any provision of these General Terms and Conditions, a Gas Transportation Agreement and any ancillary agreement where such breach was not (for the purposes of **Clause 25.6.e**) capable of remedy or (notwithstanding that Clause) was capable of remedy but was not remedied.

Compulsory Termination

- 25.10. For the purposes of these **Clauses 25.10** to **25.16** there shall have occurred a "Shipper Default" in relation to a Shipper (the "Defaulting Shipper") in any of the following events or circumstances:
- a. where in relation to the amount of an Invoice for a Contract Month which has become due for payment by the Defaulting Shipper under these General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement (unless excused under the provisions hereof):
 - i. the Defaulting Shipper has not paid the amount in full by the 5th Business Day after the due date for payment; and
 - ii. on or after the 5th Business Day after the due date for payment the Transporter has given notice to the Defaulting Shipper requiring payment of such amount; and
 - iii. the Defaulting Shipper has not paid such amount in full by the 5th Business Day after the date of the Transporter's notice under **Clause 25.10.a.ii**; or
 - b. the Shipper has exceeded its security limit; or
 - c. where:

- i. the Defaulting Shipper is in Material Breach, other than such a breach as is referred to in **Clause 25.15**, of any material provision (other than a payment obligation) of these General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement; and
 - ii. the breach is capable of remedy by the Defaulting Shipper; and
 - iii. the Transporter has given notice (making reference to these **Clause 25.10** to **25.16**) of such breach to the Defaulting Shipper; and
 - iv. within 14 Days after the Transporter's notice under **Clause 25.10.c.iii**, the Defaulting Shipper does not either:
 - A. remedy the breach in all material respects, where the breach is capable of remedy within such period of 14 Days; or
 - B. where the breach is not so capable of remedy, provide to the Transporter a programme (setting out the steps to be taken by the Shipper and the timetable for taking such steps) for the remedy of the breach as soon as is reasonably practicable; and
 - v. in the case in **Clause 25.10.c.iv.B**, the Defaulting Shipper does not:
 - A. remedy the breach in all material respects with all reasonable diligence and so far as reasonably practicable in accordance with the programme provided under that Clause or a revised programme pursuant to **Clause 25.10.c.v.B** below, and
 - B. where notwithstanding the reasonable diligence of the Shipper it is not reasonably practicable for the Shipper to remedy the breach in accordance with that programme, provide to the Transporter a revised such programme; and
 - vi. the breach remains unremedied in any material respect after the expiry of 7 Days after a further notice by the Transporter to the Defaulting Shipper to the effect that the Defaulting Shipper has not complied with **Clause 25.10.c.iv** or **25.10.c.v**; or
- d. where:

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- i. the Defaulting Shipper is in Material Breach, other than such a breach as is referred to in **Clause 25.15**, of any relevant provision (other than a payment obligation) of these General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement; and
 - ii. the breach is not capable of remedy; and
 - iii. the Transporter has given notice of the breach to the Defaulting Shipper; and
 - iv. at any time within the period of 12 months following the Transporter's notice under **Clause 25.10.d.iv**, there occurs a further Material Breach by the Defaulting Shipper of the same provision of the Code; and
 - v. the Transporter has given a notice of such further breach to the Defaulting Shipper; and
 - vi. and a period of 7 Days has expired following such notice; or
- e. where:
- i. the Defaulting Shipper is unable to pay its debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986, but subject to **Clause 25.10.g**, or any voluntary arrangement is proposed in relation to it under Section 1 of that Act or it enters into any composition or scheme of arrangement (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or
 - ii. the Defaulting Shipper has a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed; or
 - iii. the Defaulting Shipper has an administration order under Section 8 of the Insolvency Act 1986 made in relation to it; or
 - iv. the Defaulting Shipper passes any resolution for winding-up (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or


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- v. the Defaulting Shipper becomes subject to an order by the High Court for winding-up; or
- vi. the Defaulting Shipper becomes subject to a bankruptcy order; or
- vii. the Defaulting Shipper becomes subject to an event made in a jurisdiction outside England and Wales, equivalent or analogous to any one or more of those events listed in **Clauses 25.10.e.i to 25.10.e.vi** above; or
- f. where a Shipper ceases to meet the criteria established by the Transporter in accordance with **Clause 2.2**; or
- g. for the purposes of **Clause 25.10.e.i**, Section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for "£750" there was substituted "US Dollars 15,000"; and the Defaulting Shipper shall not be deemed to be unable to pay its debts for the purposes of that Clause if any such demand as is mentioned in the said Section is being contested in good faith by the Defaulting Shipper with recourse to all appropriate measures and procedures.

25.11. Upon the occurrence of a Shipper Default, and at any time after such occurrence at which the Shipper Default is continuing, the Transporter may give notice ("Termination Notice") to the Defaulting Shipper to the effect that the Shipper shall cease to be a Shipper with effect from the date (which may be any date on or after the date on which the notice is given) specified in the notice.

25.12. Where the Transporter gives Termination Notice to a Defaulting Shipper, with effect from the date specified in the notice, the Shipper will cease to be a Shipper and **Clause 25.2** shall apply.

25.13. The giving of a Termination Notice and the application of **Clause 25.12** shall not affect the rights and obligations of the Transporter and the Defaulting Shipper under these General Terms and Conditions, a Gas Transportation Agreement and any ancillary agreement (including rights and obligations in respect of the Shipper Default, and in respect of amounts including interest payable by any Party, and rights and obligations arising pursuant to any provision of these General Terms and Conditions in respect of the Shipper's ceasing to be a Shipper) accrued up to



the date referred to in **Clause 25.12**, which shall continue to be enforceable notwithstanding that Clause.

- 25.14. Where the Transporter has given a Termination Notice it shall be entitled to inform such persons as it thinks fit that it has done so.
- 25.15. For the purposes of **Clause 25.10.c.i** and **25.10.d.i** the following breaches are excluded:
- a. a breach which results from a breach by the Transporter of these General Terms and Conditions, a Gas Transportation Agreement or an ancillary agreement;
 - b. the delivery or making available for acceptance by the Shipper of Gas that does not meet the Receipt Gas Specification; and
 - c. a breach other than a wilful breach of a provision of these General Terms and Conditions where these General Terms and Conditions specifically provides some other remedy for such breach and such other remedy may reasonably be considered to be adequate in the circumstances.
- 25.16. For the purposes of **Clause 25.10.d.i** a breach is a Material Breach of a relevant provision where and only where:
- a. in the case of a material provision, the breach is willful or reckless; or
 - b. in the case of any provision, as a result of the breach the Transporter or any other Shipper is in Material Breach of any material provision of this Code or any legal requirement or incurs any material liability or expense.

Termination of Gas Transportation Agreements

- 25.17. The Transporter and a Shipper may terminate a Gas Transportation Agreement, or any ancillary agreement by agreement and the Gas Transportation Agreement and/or ancillary agreement shall terminate on the date agreed.
- 25.18. The Transporter may terminate a Gas Transportation Agreement or any ancillary agreement by notice in writing to Shipper if the Transporter exercises any right under Part A or agrees with the WAGP Authority to terminate these General

Terms and Conditions and the Gas Transportation Agreement and/or ancillary agreement shall terminate on the date stated in the notice from Transporter.

- 25.19. If at any time the total indebtedness of any Shipper to the Transporter exceeds fifty (50%) per cent of the security limit assigned to that Shipper by the Transporter pursuant to **Clause 2.8**, the Transporter may serve notice on that Shipper. A notice so served will notify the Shipper
- a. that it has reached fifty (50%) per cent of its security limit; and
 - b. of the date by which the Shipper must have paid all its debts.
- 25.20. If the Shipper fails to reduce its indebtedness in accordance with the requirements of the notice served under **Clause 25.19**, the Transporter may suspend its obligations under one or more of the Gas Transportation Agreements in force with that Shipper until such time as the Shipper shall have complied with the terms of the notice or the Gas Transportation Agreements terminate, whichever is the earlier. During any period of suspension, the Shipper will have no remedy against the Transporter for its failure to carry out any obligation under these General Terms and Conditions, a suspended Gas Transportation Agreement, or any agreement ancillary thereto.
- 25.21. If the Transporter suspends its obligations pursuant to **Clause 25.20** and the period of suspension lasts for a continuous 28 Days, the Transporter may, in its sole discretion and without prejudice to any other remedy available to the Transporter, terminate one or more of the Shipper's Gas Transportation Agreements forthwith.
- 25.22. If an Event of Force Majeure prevents Transporter from making available for acceptance Properly Nominated Quantities of Gas for a continuous period of more than:
- a. 24 whole Contract Months, if the circumstances of **Clause 25.22.b** are not applicable; or
 - b. 36 whole Contract Months, if the Transporter has:

- i. given notice to the Shipper within 180 days after the occurrence of the Event of Force Majeure that repairs to or replacement of the Pipeline System are being, or are intended to be, undertaken by or on behalf of Transporter;
- ii. reasonably estimated that such repair or replacement of the Pipeline System will require in excess of eighteen (18) months to complete; and
- iii. has, acting as a Reasonable and Prudent Operator, plans in place to undertake such repair or replacement of the Pipeline System,

then the Shipper may terminate its Gas Transportation Agreement and/or any ancillary agreement upon thirty (30) days written notice to the Transporter.

25.23. Termination of a Gas Transportation Agreement or any ancillary agreement shall be without prejudice to any right or remedy which may have accrued to a Party prior to the date of such termination.

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26. Governing Law

26.1. These General Terms and Conditions, the Gas Transportation Agreements and any ancillary agreements shall be exclusively governed by, and construed in accordance with, the laws of England and Wales.

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27. Payment Disputes

If the Transporter and a Shipper (in this **Clause 27** a "Party") are unable to resolve a Payment Dispute in accordance with **Clause 10.4** (if applicable) or within ten (10) Business Days of the receipt by one Party of a notice from the other Party informing it of the existence of the Payment Dispute, either Party may submit the Payment Dispute for final settlement to arbitration governed by and conducted in accordance with the UNCITRAL Rules as at present in force which, as amended by the terms of this **Clause 27**, are deemed to be incorporated in this **Clause 27**; and

- 27.1. Any arbitration commenced pursuant to this **Clause 27** shall be administered by the LCIA.
- 27.2. The appointing authority shall be the LCIA.
- 27.3. The LCIA schedule of fees and costs shall apply.
- 27.4. The seat of the arbitration shall be London and the language to be used in the proceedings shall be English.
- 27.5. The arbitral tribunal shall consist of a sole arbitrator (**Arbitrator**) who the LCIA shall endeavour to appoint within ten (10) days of the receipt by the LCIA of a copy of the notice of arbitration, or as soon as is reasonably practicable.
- 27.6. No Person shall be appointed as Arbitrator if such Person is or has at any time been a director, office holder or an employee of, or a contractor, advisor or consultant to, one of the Parties or a Relevant Party.
- 27.7. Any challenge to the Arbitrator shall be made within five (5) days from the notification to the Party making the challenge of the appointment or within five days from the date when the Party making the challenge became aware of the circumstances on which the challenge is based if such date is subsequent to the receipt of notification. Notice of the challenge shall be sent to the LCIA and to the other Party.
- 27.8. Where the other Party does not agree to the challenge within five (5) days of receipt of the notice of the challenge and the Arbitrator does not withdraw

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voluntarily, the LCIA shall endeavour to make a decision on the challenge within ten (10) days of the receipt of the notice of the challenge by the LCIA or as soon as is reasonably practicable.

- 27.9. In the event of the withdrawal of the Arbitrator, following a challenge under **Clause 27.7** or a decision rendered under **Clause 27.8** or the death or resignation of the Arbitrator during the course of the arbitration, the LCIA shall endeavour to appoint a replacement arbitrator within five (5) days of the withdrawal, death or resignation (as applicable) or as soon as is reasonably practicable.
- 27.10. The Parties agree that all documents considered relevant by the submitting Party shall be submitted with the respective statement of claim/defence, and any counterclaim/reply. Neither Party may compel the other to produce additional documents, provided however that the Arbitrator may, on his own motion or at the request of a Party, direct the submission of additional documents for the arbitral tribunal.
- 27.11. Any correction of the award or additional award shall be requested by either Party within five days of the receipt of the award. Such correction or additional award shall be given by the Arbitrator, if he so chooses, in writing within ten (10) days of the receipt of the request by the Arbitrator.
- 27.12. The Arbitrator shall endeavour to render his final decision no later than sixty (60) days after his appointment. The Arbitrator may, at his sole discretion, extend any time limit contained in this **Clause 27**.
- 27.13. The Arbitrator shall, if requested by either Party, be assisted by an Expert who the LCIA shall endeavour to select within fourteen (14) days of the receipt by the LCIA of the request for appointment of an Expert, which itself shall be made within ten (10) days of the notice of arbitration, or, if the Arbitrator agrees, at such later time as a Party may request. The provisions of **Clause 27.20** shall apply to the Expert.
- 27.14. No Person shall be appointed as Expert if such Person is or has at any time been a director, office holder or an employee of, or a contractor, advisor or consultant to, one of the Parties or a Relevant Party.

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- 27.15. Except in case of manifest error or serious irregularity, the Parties acknowledge that they shall be bound by any remedy, relief or award proposed by the Arbitrator, such remedy, relief or award shall not be subject to any form of appeal, review or recourse to any court, and to the enforcement of the remedy, relief or award against them, insofar as such waiver shall be validly made.
- 27.16. The Parties waive their rights of recourse to the courts of England and Wales or any other court of competent jurisdiction to determine any points of law arising in the course of, or out of an award made in, any proceedings conducted under this **Clause 27** or to exercise jurisdiction over the Parties restraining or enjoining them from proceeding with the arbitration.
- 27.17. The provisions of this **Clause 27** do not preclude the Parties from applying for any preliminary or injunctive remedies available from any court of competent jurisdiction for any purpose, including securing the enforcement of any arbitral award.
- 27.18. The Arbitrator shall be entitled to award monetary compensation (including compound interest) for direct loss but he shall not be entitled to award damages for indirect or consequential loss, nor shall he be entitled to award punitive or exemplary damages.
- 27.19. The fees and costs of the Arbitrator and the arbitration proceedings shall be borne equally by the Parties unless determined otherwise by the Arbitrator. Each Party shall be responsible for and bear its own costs (including legal fees and costs) and the costs for its witnesses unless determined otherwise by the Arbitrator.
- 27.20. The Parties shall ensure that the proceedings (including the contents of any award or decision rendered by the Arbitrator) and any documents disclosed in such proceedings or produced for the purposes of such proceedings are kept confidential except to the extent required to be disclosed by law or pursuant to an order duly issued by a competent court or regulatory agency having jurisdiction over the Party disclosing the information, provided that the Party disclosing the information makes every reasonable effort to obtain confidential treatment by the Person to whom the information is disclosed.

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- 27.21. Any Person or Persons shall be joined as a party to such arbitral proceedings on the application of any Party and the other Parties hereby consent to such joinder provided that:
- a. any such other Person or Persons has or have consented thereto in writing;
 - b. any such other Person or Persons has or have contracted with a Party under an agreement which is connected to the ability of the relevant Party to perform its obligations under these General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement or is a guarantee of or other assurance relating to the performance of the obligations of a Party under these General Terms and Conditions;
 - c. such joinder is based on such other Person's involvement in the relevant dispute or a dispute having substantially the same subject matter as the relevant dispute; and
 - d. the application is made by written notice to the LCIA and the other Party within ten (10) days of the notice of arbitration.
- 27.22. Where such joinder is made pursuant to the provisions of **Clause 27.21** , the Arbitrator shall have the power to make a single, final award, or separate awards, in respect of all parties so implicated in the arbitration within the period of time provided in **Clause 27.12**.
- 27.23. The provisions of **Clause 39** shall apply to this **Clause 27**.
- 27.24. Performance of these General Terms and Conditions, any Gas Transportation Agreement or ancillary agreement shall continue during any reference to arbitration under this **Clause 27**.
- 27.25. The provisions of this **Clause 27** shall survive the termination of these General Terms and Conditions.

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28. Other Disputes

If the Transporter and a Shipper (in this **Clause 28** a "Party") are unable to resolve any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions, including any question regarding its existence, validity or termination, but excluding Payment Disputes and disputes arising under **Clause 8.17** and **Clause 10** within 10 (ten) Business Days of the receipt by one Party of a notice from the other Party informing it of the existence of the dispute, either Party may submit the dispute, controversy or claim for final settlement by arbitration governed by and conducted in accordance with the UNCITRAL Rules as at present in force which, as amended by this **Clause 28**, are deemed to be incorporated in this **Clause 28**; and

28.1. Any arbitration commenced pursuant to this **Clause 28** shall be administered by the LCIA.

28.2. The appointing authority shall be the LCIA.

28.3. The LCIA schedule of fees and costs shall apply.

28.4. The seat of the arbitration shall be London and the language to be used in the proceedings shall be English.

28.5. The arbitral tribunal shall consist of a sole arbitrator.

28.6. No Person shall be appointed as arbitrator if such Person is or has at any time been a director, office holder or an employee of, or a contractor, advisor or consultant to, one of the Parties or a Relevant Party.

28.7. The Parties agree that all documents considered relevant by the submitting Party shall be submitted with the respective statement of claim/defence, and any counterclaim/reply. Neither Party may compel the other to produce additional documents, provided however that the Arbitrator may, on his own motion or at the request of a Party, direct the submission of additional documents for the arbitral tribunal.

28.8. The arbitrator shall, if requested by either Party, be assisted by an Expert who the LCIA shall endeavour to select within fourteen (14) days of the receipt by the



LCIA of the request for appointment of an Expert. The provisions of **Clause 28.16** shall apply to the Expert.

- 28.9. No Person shall be appointed as Expert if such Person is or has at any time been a director, office holder or an employee of, or a contractor, advisor or consultant to, one of the Parties or a Relevant Party.
- 28.10. Except in case of manifest error or serious irregularity, the Parties acknowledge that they shall be bound by any remedy, relief or award proposed by the arbitrator, such remedy, relief or award shall not be subject to any form of appeal, review or recourse to any court, and to the enforcement of the remedy, relief or award against them, insofar as such waiver may be validly made.
- 28.11. The Parties waive their rights of recourse to the courts of England and Wales or any other court of competent jurisdiction to determine any points of law arising in the course of, or out of an award made in, any proceedings conducted under this **Clause 28**.
- 28.12. The provisions of this **Clause 28** do not preclude the Parties from applying for any preliminary or injunctive remedies available from any court of competent jurisdiction for any purpose, including securing the enforcement of any arbitral award.
- 28.13. The arbitrator shall be entitled to award monetary compensation (including compound interest) for direct loss but he shall not be entitled to award damages for indirect or consequential loss, nor shall he be entitled to award punitive or exemplary damages.
- 28.14. The fees and costs of the arbitrator and the arbitration proceedings shall be borne equally by the Parties unless determined otherwise by the arbitrator. Each Party shall be responsible for and bear its own costs (including legal fees and costs) and the costs for its witnesses unless determined otherwise by the arbitrator.
- 28.15. The Parties shall ensure that the written statements and documents (including any award or decision rendered by the arbitrator) and any documents disclosed in such proceedings or produced for the purposes of such proceedings are provided to the WAGP Authority which shall maintain their confidentiality.



- 28.16. The Parties shall ensure that the proceedings (including the contents of any award or decision rendered by the arbitrator) and any documents disclosed in such proceedings or produced for the purposes of such proceedings are kept confidential except to the extent required to be disclosed by law or pursuant to an order duly issued by a competent court or regulatory agency having jurisdiction over the Party disclosing the information, provided that the Party disclosing the information makes every reasonable effort to obtain confidential treatment by the Person to whom the information is disclosed.
- 28.17. Any Person or Persons shall be joined as a party to such arbitral proceedings on the application of either Party or the other Party hereby consents to such joinder provided that:
- a. any such other Person or Persons have consented thereto in writing;
 - b. any such other Person or Persons have contracted with a Party under an agreement which is connected to the ability of the relevant Party to perform its obligations under these General Terms and Conditions or is a guarantee of or other assurance relating to the performance of the obligations of a Party under these General Terms and Conditions; and
 - c. such joinder is based on such other Person's involvement in the relevant dispute or a dispute having substantially the same subject matter as the relevant dispute.
- 28.18. Where such joinder is made pursuant to the provisions of **Clause 28.17**, the arbitrator shall have the power to make a single, final award, or separate awards, in respect of all parties so implicated in the arbitration.
- 28.19. The provisions of **Clause 39** shall apply to this **Clause 28**.
- 28.20. Performance of these General Terms and Conditions, any Gas Transportation Agreement and any ancillary agreement shall continue during any reference to arbitration under this **Clause 28**.
- 28.21. If a dispute is between a prospective Shipper and the Transporter, the provisions of this **Clause 28** shall be amended as follows:



- a. The Transporter will first attempt to resolve such dispute through good faith negotiations. An aggrieved prospective Shipper may serve on the Transporter a request in writing for such negotiations to be conducted;
 - b. If at the expiration of twenty-eight (28) days after the date of service of the request by the prospective Shipper, the Transporter and the prospective Shipper have been unable to resolve the dispute, the Transporter will refer the dispute to the WAGP Authority for mediation.
 - c. The mediation will be conducted in accordance with Articles 4 to 7 and 9 to 10 of the Mediation Procedure of the LCIA with the Director General of the WAGP Authority or his designee acting as mediator.
 - d. The Transporter and the aggrieved prospective shipper will bear their own expenses and an equal share of the costs of the WAGP Authority in the mediation process.
 - e. The arbitration will take place before the LCIA unless a prospective Shipper elects to have the proceedings conducted in Paris under the rules of the International Chamber of Commerce
- 28.22. The provisions of this **Clause 28** shall survive the termination of these General Terms and Conditions.

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29. Consent to Joinder

29.1. Without prejudice to **Clause 27.21** or **Clause 28.17**, each Shipper hereby consents to:

- a. being joined by the Transporter as a party to any arbitral proceedings arising out of any of the following agreements:
 - i. the ELPS GTA or any agreement having similar effect;
 - ii. a Gas Transportation Agreement entered into by another Shipper;

PROVIDED THAT the consent given by the Shipper under this **Clause 29.1** shall be deemed to be withdrawn and be of no effect in respect of an arbitral proceedings, if the Shipper demonstrates to the reasonable satisfaction of the Arbitrator that there are no justifiable grounds for joining the Shipper in such arbitral proceedings and in such event the Transporter shall bear the costs awarded by the arbitrator; and

- b. except in the case of manifest error or serious irregularity, being bound by any remedy, relief or award rendered in any proceedings referred to in **Clause 29.1**, such remedy, relief or award shall not be subject to any form of appeal, review or recourse to any court, and to the enforcement of the remedy, relief or award against it whether or not the Shipper participates in such proceedings.

30. Representations, Warranties and Covenants

30.1. Each Shipper covenants with the Transporter as follows:

- a. The Shipper will at all times act in a reasonable and prudent manner in the use it makes of the Transporter's Pipeline System for the purpose of the conveyance of gas.
- b. Without prejudice to the generality of **Clause 30.1**, a Shipper shall not knowingly or recklessly pursue any course of conduct (either alone or with some other person) which is likely to prejudice -
 - i. the safe and efficient operation, from day to day, by the Transporter of its Pipeline System;
 - ii. the safe, economic, and efficient balancing by the Transporter of its Pipeline System; or
 - iii. the due functioning of the arrangements provided for in these General Terms and Conditions.
- c. The Shipper shall not knowingly or recklessly act in a manner likely to give a false impression to the Transporter as to the amount of Gas to be delivered by that Shipper on a particular day to the Transporter's Pipeline System or as to the amount of Gas to be comprised in its offtakes therefrom on that day.

30.2. Subject to **Clause 30.3**, as respects each Receipt Point at which a Shipper introduces gas into the Transporter's Pipeline System, that Shipper shall use its reasonable endeavours to make arrangements with -

- a. all other Shippers which, as respects that point, are subject to the requirements of this condition; and
- b. such other persons as may be expedient,

for the purpose of securing the provision to the Transporter of prompt and accurate information in respect of the Shipper's deliveries of Gas to the Transporter's Pipeline System at the Receipt Point in question.

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- 30.3. The requirements of **Clause 30.2** shall be treated as satisfied in respect of a particular Receipt Point if the Shipper enters into an agreement, in respect of that Receipt Point, which has been designated by the Transporter for the purposes of this Clause.
- 30.4. Each Shipper represents and warrants that as of the Start Date of each Gas Transportation Agreement or other agreement ancillary to these General Terms and Conditions to which it is a party:
- a. it is a company duly organised and validly existing under the laws of its country of origin, and has all requisite legal power and authority to execute the agreement and to carry out the terms, conditions and provisions thereof;
 - b. all legislative, administrative and other governmental action required to authorise the execution and delivery, and other governmental action required to authorise the performance by it of the agreement and the transactions contemplated thereby have been taken, except to the extent of actions which are to be taken at a later time;
 - c. the agreement constitutes its valid, legal and binding obligation, enforceable in accordance with its terms;
 - d. there are no actions, suits or proceedings pending or, to its knowledge, threatened, against or affecting it before any court or administrative body or arbitral tribunal that could reasonably be expected to materially adversely affect its ability to meet and carry out its obligations under the agreement; and
 - e. the execution, delivery and performance by it of the agreement have been duly authorised by all requisite corporate action, and will not contravene any provision of, or constitute a default under any other agreement or instrument material to its performance of these General Terms and Conditions, to which it is a party or by which it or its property may be bound.
- 30.5. The Transporter and each Shipper shall at all times and at their own cost and expense obtain and keep in force all Government Approvals necessary for the implementation of these General Terms and Conditions and which may become necessary from the execution date of these General Terms and Conditions.

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31. Assignment

- 31.1. Other than in accordance with this **Clause 31**, a Shipper shall not assign to any Person any of its rights, or have assumed by such Person any of its obligations, arising under any Gas Transportation Agreement or ancillary agreement.
- 31.2. Other than in accordance with this **Clause 31**, a Shipper shall not assign to any Person any of its rights, or have assumed by such Person any of its obligations, arising under these General Terms and Conditions without the prior written consent of the Transporter, which consent shall not be unreasonably withheld or delayed if the Shipper wishing to assign or transfer its rights and obligations has demonstrated to the reasonable satisfaction of the Transporter that the proposed assignee or transferee is qualified as a Shipper and has the financial and technical capacity to perform its obligations as a Shipper.
- 31.3. Any assignment and assumption of a Shipper's rights and obligations pursuant to **Clause 31.2** shall not take effect until the assignee has qualified as a Shipper in accordance with **Clause 2.1**.
- 31.4. All the stipulations, terms and conditions of these General Terms and Conditions shall extend to and be binding upon the respective successors and assigns of the Parties.
- 31.5. The provisions of this **Clause 31** shall be without prejudice to the entitlement of a Shipper to trade its Reserved Capacity rights in accordance with these General Terms and Conditions.

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32. Information and Confidentiality

- 32.1. Shippers shall cooperate and make available to the Transporter such information as may reasonably be required to enable it to perform its obligations under these General Terms and Conditions, Gas Transportation Agreements and any ancillary agreements; provided that, subject to **Clause 30.1**, a Shipper shall not be under any obligation to disclose information the disclosure of which would place it in breach of any obligation of confidentiality to a third party. A Shipper shall use reasonable efforts to seek a waiver to any such restriction upon the request of the Transporter.
- 32.2. Upon request and receipt of payment of its reasonable costs, the Transporter shall provide to any Shipper, prospective shipper, consumer of Gas connected to the Pipeline System (or with a settled intention to become so connected) on whose behalf transportation of Gas has been or is arranged, a copy of:
- a. the record of Pipeline System reliability together with information of upset conditions that resulted in Transportation Services being suspended for periods of more than 24 hours;
 - b. a statement of the delivery efficiency of the Pipeline System and record of fuel use for compression or to maintain operating pressures;
 - c. a copy of the WAGP Treaty, the IPA, the Regulations, the Access Code and the latest report of the WAGP Authority; and
 - d. the Transporter's most recent financial statement.

The provision of such information shall not in any circumstances be a breach of any other provision of this **Clause 32**.

- 32.3. The terms and conditions of any Gas Transportation Agreement or ancillary agreement and any confidential or proprietary information in written, oral or electronic form which a Party obtains from the Transporter or a Shipper (**Confidential Information**) shall be treated as confidential until five (5) years after the agreement to which it relates has expired or terminated and shall be used only for the purpose of enabling a Party to carry out its obligations under that

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agreement. Except as provided in **Clause 32.4**, Confidential Information shall not be disclosed to any Person, in whole or in part, by a Party receiving it (**Receiving Party**) without the prior written consent of the Party disclosing such Confidential Information (**Disclosing Party**).

32.4. No Receiving Party shall be required to obtain the prior consent of the Disclosing Party in respect of the disclosure of Information:

- a. which is already known by the Receiving Party at the time of its receipt or acquisition from the Disclosing Party or is subsequently independently developed by the Receiving Party; or
- b. which is subsequently lawfully acquired by the Receiving Party without an obligation of confidentiality to a Person who is not a party to a Gas Transportation Agreement;
- c. which at the time of its disclosure hereunder is already generally available to the public or subsequently becomes generally available to the public other than by reason of a breach of these General Terms and Conditions;
- d. which needs to be provided pursuant to these General Terms and Conditions, a Gas Transportation Agreement, or an ancillary agreement;
- e. to a Permitted Recipient, provided that the Receiving Party shall procure the adherence of such Permitted Recipient to confidentiality obligations no less onerous than those set out in this **Clause 32**;
- f. to:
 - i. any financiers or other potential investors in connection with the financing or refinancing of such Receiving Party's operations contemplated herein but only to the extent required in connection with obtaining such financing; or
 - ii. the World Bank and other providers of financial accommodation to the Transporter in connection with the disqualification of a prospective Shipper for engaging in Unacceptable Business Practices; or



- iii. to proposed or potential bona fide purchasers of an interest in the Receiving Party,
 - A. provided that the Receiving Party shall require such persons to undertake in writing to keep such Confidential Information confidential and shall use reasonable efforts to ensure compliance with such undertaking; or
 - g. if and only to the extent a Receiving Party is required to disclose Confidential Information by the disclosure requirements of any law, rules or regulation or any order, decree, subpoena, or ruling or other similar process of any court or governmental or relevant regulatory authority, provided that prior to making, or permitting a Permitted Recipient with which it is associated to make such disclosure, the Receiving Party seeking to make, or to permit the making of, such disclosure shall, to the extent it is reasonably able to do so, provide the Disclosing Party with written notice of any such requirement so that the Disclosing Party can seek injunctive relief or other appropriate remedy.

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33. Modification

33.1. The Transporter shall establish and operate such procedures as are mentioned in **Clause 33.2** for the modification of the Access Code.

33.2. The procedures referred to in **Clause 33.1** shall be such as provide for:

- a. the making of proposals for such modification either by the Transporter or by a Shipper;
- b. the giving of adequate publicity to any such proposal including, in particular, drawing it to the attention of all Shippers and sending a copy of the proposal to any other person who asks for one;
- c. the consideration of any representations relating to such a proposal made (and not withdrawn) by a Shipper or by any other person likely to be materially affected were the proposal to be implemented.

33.3. The Transporter shall:

- a. prepare a document setting out the procedures established in pursuance of **Clause 33.1**, and shall furnish the WAGP Authority with a copy thereof; and
- b. not make any change in the code modification rules except after consulting all Shippers and considering any representations made by such Shippers.

33.4. The Transporter shall not make any modification to the Access Code except

- a. to comply with **Clause 32.4.g**; or
- b. through a written agreement with the WAGP Authority.

33.5. Where a proposal is made in accordance with the code modification rules to modify the Access Code, the Transporter shall as soon as is reasonably practicable, give notice to the WAGP Authority -

- a. giving particulars of the proposal;
- b. where the proposal is made by a relevant shipper, drawing attention to any alternative proposal to modify the Access Code in respect of the same matter which has been made by the licensee;

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- c. giving particulars of any representations by a Shipper or other person with respect to those proposals;
- d. stating whether, in the Transporter's opinion, any proposed modification should or should not be made;
- e. stating the factors which, in its opinion, justify the making or not making of a proposed modification; and
- f. giving such further information as may be required to be given to the WAGP Authority by the code modification rules.

33.6. No provision of these General Terms and Conditions shall be considered as waived unless such waiver is in writing. No such waiver will be a waiver of any past or future default or breach or a modification of any part of these General Terms and Conditions unless expressly set out in such waiver.

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34. No Partnership

34.1. Each of the Shipper and the Transporter is an independent Party. Neither shall have the right to bind any other Party. Nothing in these General Terms and Conditions shall be deemed to constitute a partnership, association or trust between any Parties or appoint a Party the agent of another Party for any purpose.

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35. Severability

35.1. The final determination that any provision of these General Terms and Conditions, any Gas Transportation Agreement or ancillary agreement is void, illegal, unenforceable or contrary to law or public policy shall not affect the validity of the remaining provisions of these General Terms and Conditions.

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36. Business Conduct Warranties and Representations

36.1. Each Shipper and the Transporter warrants that neither it, nor any of its Affiliates, directors, agents, employees or other Persons acting on its behalf:

- a. has:
 - i. made or will make any offer, payment, gift, promise to pay or give; or
 - ii. authorised or will authorise the offer, payment or gift, of any money, consideration, benefit, inducement or anything of value, directly or indirectly, to or for the use or benefit of any officials, employees or agents of any government, any department, agency or instrumentality of any government, any political party, or any candidate for political office, or other Person or entity, for the purpose of influencing any action or failure to act, or decision by such official, agent, employee, political party, candidate, or other Person in connection with the negotiation, execution, renewal, extension or performance of these General Terms and Conditions or any agreement specified herein, which would or might violate the provisions of the United States of America Foreign Corrupt Practices Act, the United Kingdom Anti-Bribery Legislation or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (whether or not these instruments apply to the Parties or their Affiliates, directors, agents, employees or other Persons acting on their behalf); and
- b. shall give to or receive from another Party or any Affiliate, director, employee, or agent of that Party or any director, employee, agent or other Person acting on behalf of that Party's or its Affiliate any commission, fee, rebate, benefit, inducement, or any gift or entertainment of significant cost or value in connection with these General Terms and Conditions, or enter into any business arrangement with any Party or any Affiliate, director, employee, agent or other Person acting on behalf of that Party or any director, employee, agent or other Person acting on behalf of that Party's Affiliate other than as a

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representative of such Party or its Affiliate, without prior written notification thereof to the other Party.

36.2. Any Shipper or the Transporter in violation of **Clause 36.1**, or whose legitimate representative is in violation of such provisions shall promptly notify the other Party in writing of any such violation. Any violating Party shall indemnify the other Party for any losses or expenses that other Party may incur arising out of such violation.

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37. Waiver of Immunity

37.1. Each Shipper unconditionally and irrevocably:

- a. agrees that the execution, delivery and performance by it of a Gas Transportation Agreement or any ancillary agreement constitute private and commercial acts rather than public or governmental acts;
- b. agrees that should any arbitration or legal proceedings be brought in accordance with these General Terms and Conditions against it or its assets in relation to these General Terms and Conditions or a Gas Transportation Agreement or any transaction contemplated by these General Terms and Conditions, no immunity (sovereign or otherwise) from such proceedings shall be claimed by or on behalf of itself or with respect to its assets, to the maximum extent permitted by law;
- c. to the maximum extent permitted by law, waives for the purposes of any of the proceedings referred to in **Clause 37.1.b** any such right of immunity (sovereign or otherwise) which it or its assets now have or may acquire in the future; and
- d. consents generally in respect of the enforcement of any judgment against it in any such proceedings referred to in **Clause 37.1.b** (pertaining to, arising out of or related to these General Terms and Conditions, a Gas Transportation Agreement or an ancillary agreement) to the giving of any relief or the issue of any process in connection with such proceedings including, to the maximum extent permitted by law, the making, enforcement or execution against or in respect of any property whatsoever (irrespective of its use or intended use) of any order, judgment, decision, determination or award which may be made or given in such proceedings.

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38. Further Assurances

38.1. Each Shipper shall execute and deliver such other instruments and documents and take such other actions as may be reasonably requested from time to time by the Transporter in order to ensure full and proper compliance with or performance of these General Terms and Conditions.

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39. Notices

39.1. All notices addressed to the Transporter under these General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement shall be in writing and shall be given by sending it by facsimile to the number set out in this **Clause 39** or delivering it by hand, or sending it by pre-paid recorded delivery (return receipt requested), to the address set out in this **Clause 39** (or such other address as may have been notified hereunder by the Transporter):

West African Gas Pipeline Company Limited
C/o Chevron West Africa Gas
Millennium Heights Building
14 Liberation Link
Airport Commercial Area
Accra,
Ghana

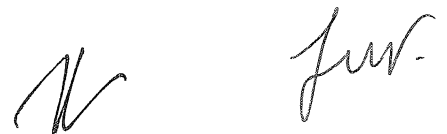
Facsimile No:

Attention: Managing Director

39.2. All notices addressed to a Shipper under these General Terms and Conditions, a Gas Transportation Agreement or any ancillary agreement shall be in writing and shall be given by sending it by facsimile to the number set out in the most recent relevant agreement or delivering it by hand, or sending it by pre-paid recorded delivery (return receipt requested), to the address set out in the most recent relevant agreement. For the purposes of this Clause a relevant agreement is the most recently executed Gas Transportation Agreement still extant, (or in the absence of one still extant, the most recently executed expired Gas Transportation Agreement) between the Transporter and that Shipper.

39.3. Any notice so served by hand, facsimile or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;

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- b. in the case of facsimile, at the time of transmission; and
- c. in the case of prepaid recorded delivery, at the time and date of delivery (as recorded),
- d. provided that in each case where delivery by hand or by fax occurs after 5 p.m. on a Business Day or on a Day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next following Business Day.

39.4. Any Party may notify a change to its name, relevant addressee, address or fax number for the purposes of this **Clause 39**, provided that such notice shall only be effective on:

- a. the date specified in the notice as the date on which the change is to take place;
or
- b. if no date is specified or the date specified is less than five(5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

40. No Rights Under Contracts (Rights of Third Parties) Act 1999

40.1. A Person who is not a Party to these General Terms and Conditions, a Gas Transportation Agreement, or any ancillary agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of these General Terms and Conditions or any such agreement as the case may be.

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41. Entire Agreement

41.1. Subject to the provisions of the IPA, these General Terms and Conditions, a Gas Transportation Agreement and any ancillary agreements together with any Schedules to any of them, constitute the entire agreement between the Shippers and the Transporter in respect of the respective subject matter of each and supersedes any agreements, contracts, representations and understandings, oral or written, made prior to or at the signing of such agreement.

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SCHEDULES

SCHEDULE B1 GAS MEASUREMENT

All measurement standards referred to in this **Schedule B1** shall initially be the version in existence as at the date of this Access Code. Transporter shall notify WAGP Authority and Shippers prior to adopting any change or revision to any listed measurement standard in this **Schedule B1**.

1. Measurement Equipment

- (a) Orifice meters will be used with flange-type connections and with electronic Gas measurement equipment and any other auxiliary measuring equipment such as continuous sampling devices and/or on-line gas chromatographs necessary to accomplish accurate measurement of the quality and quantity of Gas delivered.
- (b) Electronic Gas measurement installations will be used, including electronic means for recording flow data and calculation of Gas volumes, and using instrumentation for each meter run that at a minimum consists of differential pressure, static pressure, and temperature transmitters, including the use of smart transmitters (devices which self-correct the effects of temperature and when applicable pressure on the output signal of a transmitter) and a flow computer that performs flow calculations including compressibility.

2. Volume Measurement


- (a) Standards

Measuring stations and measurement equipment shall be designed and installed in accordance with *International Organization for Standardization Standards 5167-1 Measurement of Fluid Flow by means of Pressure Differential Devices inserted in Circular Cross-section Conduits Running Full – Part 1: General Principles and Requirements and 5167-2 Measurement of Fluid Flow by means of Pressure Differential Devices inserted in Circular Cross-section Conduits Running Full – Part 2*

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(together ISO 5167) and American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 21.1: Flow Measurement using Electronic Metering Systems – Section 1: Electronic Gas Measurement.

- (b) General
- (i) In determining the Gas flow rate and volumes of Gas delivered during any period, electronic Gas measurement shall be used. Calculations shall be carried out in accordance with *ISO 5167* and results shall be reported in Mscf and Cubic meters.
 - (ii) The unit of volume reported for one thousand (1,000) Cubic Feet of Gas (1 Mscf) and for Cubic Meters shall be at base conditions of 14.73 psia (1.01560 bar) and 60°F (15.5°C).
 - (iii) Volumes shall be corrected for temperature and specific gravity as provided in **Item (c)** below.
 - (iv) For the purposes of measurement and meter calibration, the atmospheric pressure shall be assumed to be constant at an absolute pressure of 14.73 psia (1.01560 bar).
- (c) Calculations
- (i) Volumes shall be computed in accordance with the instructions for computing the flow of Gas through orifice meters contained in *ISO 5167*. In the event physical properties of the Gas are not within the variations provided in *ISO 5167*, volume shall be calculated by such method as may be mutually agreed upon between ELPS Transporter and Shipper or Shipper's representative.
 - (ii) The temperature of the Gas shall be determined by means of a temperature averaging device, flow computer, or a recording thermometer of standard manufacture. Volumes shall be corrected for each degree of variation in the average temperature from 60° F (15.5°C) in accordance with *ISO 5167*.

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- (iii) Corrections of volumes for deviation from Boyle's Law shall be made in accordance with the procedures published in ***American Gas Association Report No. 8: Compressibility Factors for Natural Gas and Related Hydrocarbon Gases.***

3. Heating Value Measurement

(a) Equipment

Unless otherwise agreed upon between ELPS Transporter and Shipper or Shipper's representative, the Higher Heating Value of Gas delivered hereunder shall be determined from read-outs of one or more of the following:

- (i) on-line gas chromatograph; or
- (ii) continuous composite sampler.

(b) Standards

Analysis of Gas with gas chromatographs shall be carried out in accordance with the standards set forth in ***ASTM International Standard D-1945: Standard Test Method for Analysis of Natural Gas by Gas Chromatography.*** Collecting and handling of Gas samples shall be carried out in accordance with ***ISO 10715: Natural Gas – Sampling Guidelines.*** The Higher Heating Value of Gas shall be calculated in accordance with the calculation method from ***ISO 6976: Natural Gas – Calculation of calorific values, density, relative density and Wobbe index from composition.***

(c) Calculation

In determining the Higher Heating Value and the density of Gas delivered during any period, the gas components as determined by continuous proportional flow sampling or an on-line gas chromatograph shall be used. Calculations shall be carried out in accordance with ***ISO 6976***

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(d) Reporting

Higher Heating Value shall be converted and reported for contractual and operational purposes to British Thermal Units at standard conditions of 14.73 psia (1.01560 bar) and 60° F (15.5°C).

(4) Quality Testing

The quality of the Gas received and delivered shall be determined by tests which include the component analysis, hydrocarbon dew point and Higher Heating Value of the Gas utilizing daily analysis and monthly cumulative analysis as required and as described hereunder:

Monthly cumulative analysis: Composite Gas samples shall be taken using an automatic proportional flow sampler in accordance with *American Petroleum Institute Manual of Measurement Standards Chapter 14.1: Natural Gas Fluids Measurement – Section 1: Collecting and Handling of Natural Gas Samples for Custody Transfer (API MPM 14)*. An extended analysis (up to C9+) must be performed by an independent or approved operator's laboratory utilizing temperature programmed gas chromatography in accordance with *Gas Processors Association Standard 2286: Tentative Method of Extended Analysis of Natural Gas (GPA2286)*.

Daily Testing: A daily field test shall be conducted by either utilizing a manual spot sample or an in-line chromatograph capable of analysis up to C9+. All sampling shall be done in accordance with *API MPMS 14.1*. For manual spot samples, an extended analysis (up to C9+) must be performed utilizing temperature programmed gas chromatography in accordance with *GPA 2286*.

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SCHEDULE B2 PRO FORMA TRANSPORTATION BOOKING REQUEST

WEST AFRICAN GAS TRANSPORTATION COMPANY LIMITED

A TRANSPORTATION BOOKING REQUEST	
Shipper	
DRC Requested	
Delivery Point	
Duration	
Special Conditions	
Signed	<i>(duly authorised representative of the Shipper)</i>
Dated	

B CONFIRMATION	
The Transporter confirms its acceptance to provide Transportation Services in accordance with the request in Section A above, subject to the execution of a Gas Transportation Agreement for the provision of such Transportation Services	
Signed	<i>(duly authorised representative of the Transporter)</i>
Dated	

C REJECTION	
The Transporter rejects the request in section A above for the following reason(s):	
Signed	<i>(duly authorised representative of the Transporter)</i>
Dated	

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SCHEDULE B3 PRO FORMA GAS TRANSPORTATION AGREEMENT

THIS CONTRACT is made and entered into this _____ day of _____ 20____ by **West African Gas Pipeline Company Limited**, a company registered in Bermuda, with its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda (hereinafter referred to as "**Transporter**") and _____, a company registered in _____ with its registered office at _____ (hereinafter referred to as "**Shipper**").

1. Obligation to Transport

The Parties hereto agree that Transporter will accept and receive from Shipper, Gas at the Receipt Point(s) specified hereunder in the manner and subject to the conditions herein and as set forth in the West African Gas Pipeline Access Code ("**Access Code**") which are hereby made a part hereof.

2. Quantity to be Transported

2.1 Subject to the Access Code, Transporter agrees to accept such volumes of Gas as Shipper may make available for acceptance at the Receipt Point(s) specified hereunder; PROVIDED however that Transporter shall not be obligated to accept on any Day a quantity of Gas in excess of _____ MMBtu/day, which is Shippers Daily Reserved Capacity.

2.2 Transporter shall make available for acceptance and Shipper shall accept such quantities of Gas up to Shipper's Daily Reserved Capacity at the Delivery Point(s) specified hereunder.

3. Transportation Period and Term of Contract

This Contract shall be for a period of _____ from the effective date hereof, unless terminated earlier in accordance with the provisions of the Access Code.

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4. Receipt Point and Delivery Point

Receipt Point(s)

Description	Maximum and Minimum Pressure	Maximum Daily Quantity (MMBtu)

Delivery Point(s)

Description	Maximum and Minimum Pressure	Maximum Daily Quantity (MMBtu)

5. Tariff Provisions

5.1 Shipper shall pay Transporter for all service rendered hereunder in accordance with the tariff provisions set out in the Access Code as may be amended or superceded from time to time in accordance with the provisions of the Access Code.

5.2 Transporter shall inform Shipper in writing as quickly as possible of changes in the tariff and the tariff provisions in the Access Code.

5.3 Changes in the tariff and the tariff provisions in the Access Code shall not constitute grounds for renegotiation of this Contract or any part thereof.

6. Notices and Information on 24-hour Control Centre

Notices

Any notice, request, demand, statement, invoice or payment under this Contract or any notice which a party hereto may desire to give to the other shall be in writing and shall be delivered by sending it in the manner specified in the Access Code to the following addresses:

Transporter:

Payments: _____

Notices: West African Gas Pipeline Company Limited
Clarendon House, 2 Church Street, Hamilton
HM 11 Bermuda

Facsimile No:

Attention:

Shipper:

Invoices: _____

Attention:

Notices: _____

Facsimile No:

Attention:

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24-hour Control Centre

Details of the operational and nomination and scheduling centre required to be respectively established by Transporter and Shipper under the Access Code are as set out below:

Transporter:

Address: _____

Telephone Number:

Facsimile Number:

E-mail:

Relevant Contacts:

Shipper:

Address: _____

Telephone Number:

Facsimile Number:

E-mail:

Relevant Contacts:

7. Other Provisions

The General Terms and Conditions for Transportation Services on the Pipeline System are modified as follows:

[SUBJECT TO NEGOTIATION]

Signed as an agreement on the _____ day of _____ 20____

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For and on behalf of **West African Gas Pipeline Company Limited**

By: _____

Name: _____

Title: _____

For and on behalf of _____ (Shipper)

By: _____

Name: _____

Title: _____

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SCHEDULE B4 RECEIPT GAS SPECIFICATION

Gas will be deemed to conform to the Receipt Gas Specification at the Receipt Point if it meets, when tendered at the Receipt Point, in all respects, the following specifications:

1. Composition

	Minimum	Maximum
a. Hydrocarbon dew point (Note 1) -		10 °C (50 °F) @ 41 bar (600 psig)
b. Water content (Note 2) -		7 lbs per MMscf
c. Methane	85	95 % by volume
d. Ethane	-	10 % by volume
e. Propane	-	8 % by volume
f. Butane + paraffin (C4+)	-	5 % by volume
g. H ₂ S	-	4 ppm by volume
h. Total sulfur	-	28 ppm by volume
i. CO ₂	-	4 % by volume
j. N ₂	-	3 % by volume
k. O ₂	-	10 ppm by volume
l. Total inert (CO ₂ + N ₂)	-	7 % by volume

2. Heating value and Wobbe

a. Higher Heating Value	1000	1150 Btu per scf
b. Wobbe index (HHV basis)	47	52 megajoules per m ³

3. Receipt temperature

Temperature	10 °C (50 °F)	49 °C (120 °F)
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4. Solids and liquids

- a. Free by normal commercial standards of objectionable odours, dusts, solid or liquid matter, waxes, gums and gum forming constituents, or aromatic hydrocarbons which might cause injury to or interfere with proper operation of all equipment through which it flows.

- b. Free of water and hydrocarbons in liquid form upon receipt in to the WAGP, and at the normal operating temperature and pressure in the WAGP. In addition, the Gas shall not contain any hydrocarbons which might condense to free liquids under normal WAGP operating conditions.

Note 1. A standard gas analysis of C6+ is not acceptable for dew point calculation unless it is known that heavier hydrocarbons (C7, C8, etc) are not present.

Note 2. The water content of Gas shall be determined in lbs per MMscf on a daily basis. If an in-line electronic moisture analyzer is utilized the testing must conform with ASTM International standard D5454, Standard Test Method for Water Vapor Content of Gaseous Fuels Using Electronic Moisture Analyzers. If manual samples are utilized the testing must conform to the latest versions of ASTM International standard D1142, Standard Test Method for Water Vapor Content of Gaseous Fuels by Measurement of Dew-Point Temperature, and ASTM International standard D4888, Standard Test Method for Water Vapor In Natural Gas Using Length-of-Stain Detector Tubes. All measurement standards referred to in this **Schedule B4** shall initially be the version in existence as at the date this Access Code. Transporter shall notify WAGP Authority and Shippers prior to adopting any change or revision to any listed measurement standard in this **Schedule B4**.



SCHEDULE B5 DELIVERED GAS SPECIFICATION

Gas will be deemed to conform to the Delivered Gas Specification at the Delivery Point if it meets the following specification, or such other specification as may be agreed pursuant to a Gas Transportation Agreement.

1. Composition

	Minimum	Maximum
a. Water content	-	7 lbs per MMscf
b. Methane	85	100 % by volume
c. Ethane	-	10 % by volume
d. Propane	-	8 % by volume
e. Butane + paraffin (C4+)	-	5 % by volume
f. H ₂ S	-	4 ppm by volume
g. Total sulfur	-	28 ppm by volume
h. CO ₂	-	8 % by volume
i. N ₂	-	6 % by volume
j. O ₂	-	10 ppm by volume
k. Total inert (CO ₂ + N ₂)	-	12 % by volume

2. Heating value and Wobbe

a. Higher Heating Value	950	1150 Btu per scf
b. Wobbe index (HHV basis)	47	52 megajoules per m ³

3. Delivery temperature

Temperature	5 °C (41 °F)	49 °C (120 °F)
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4. Solids

Free by normal commercial standards of objectionable odours, dusts, solid or liquid matter, waxes, gums and gum forming constituents, or aromatic hydrocarbons which might cause injury to or interfere with proper operation of all equipment through which it flows.