***Enquiry reference number: GAIL/FOB Sale/2022/11* - *Term Sheet***

This term sheet summarises the principal terms with respect to a potential LNG Sale transaction under discussion and is not intended to be and does not constitute a legally binding obligation.

| **Key Terms** | **GAIL sells to XXX** |
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| 1. **Parties** | \_\_ BP Singapore Pte Ltd \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (‘the **Buyer**’) and GAIL India Limited (‘the **Seller**’) and collectively (the ‘**Parties**’). |
| 1. **Buyer’s Take or Pay Obligation** | 100% Take or Pay regime with net proceeds in accordance to MSPA. |
| 1. **Seller’s Deliver or Pay Obligation** | 100% Deliver or Pay |
| 1. **LNG Supply Source** | The Cove Point LNG Terminal (“CP”) shall be the Loading Port. |
| 1. **Delivery Terms** | FOB |
| 1. **Delivery Period** | |  |  |  | | --- | --- | --- | |  | **FOB Delivery Window** | **Loading Port** | | **FOB Cargo 1** | 28th January 2023 | CP | | **FOB Cargo 2** | 05th February 2023 | CP | |
| 1. **Nomination of Loading Port (FOB deliveries) and Base Loading Port (DES/DAP deliveries)** | For Loading Port nominated as per above, no later than thirty (30) days prior to the Delivery Window of the scheduled LNG cargo, Seller may nominate as an alternate Loading Port either CP Terminal, or any other LNG terminal along US Gulf Coast subject to the Buyer’s consent (not to be unreasonably withheld, conditioned, or delayed). In case of such nomination, Seller shall reimburse Buyer actual, direct and documented incremental cost related with change of Loading Port.  “Delivery Window” is defined in accordance to attached Annexure A (SPLNG) or Annexure C (CP Terminal). |
| 1. **Discharge Ports** | As per last done |
| 1. **Contract Quantities** | Cargo Quantity:  3.4 TBtu exclusive of +/-2% operational tolerance for each LNG cargo. Buyer shall not be obligated to pay for the quantity delivered beyond 3.4 Tbtu+2% tolerance, unless otherwise mutually agreed by parties. However, the Buyer shall have discretion of final acceptance. |
| 1. **LNG Price** | The Contract Price for a given LNG cargo, expressed in USD per MMBtu, shall be calculated according to the following formula (rounded to the second decimal place):  Contract Price = **(115%\*HH) + X1 (Constant)**  X1 = 11.65\_\_\_\_\_ USD/MMBTU (for FOB Cargo 1)  Contract Price = **(115%\*HH) + X2 (Constant)**  X2 = 11.78\_\_\_\_\_ USD/MMBTU (for FOB Cargo 2)  Value of fixed constant ‘X1’ and/or ‘X2’ to be quoted in USD/MMBtu (**maximum up-to 2 decimal places**)  Where:  **HH** = the final settlement price (in USD per MMBtu) for the New York Mercantile Exchange’s Henry Hub natural gas futures contract for the month during which the start of the relevant LNG cargo’s scheduled Delivery Window occurs.  For the avoidance of doubt, in case the Delivery Window for any LNG cargo is preponed / delayed, either in full or in part, to the previous / subsequent calendar month(s) for operational reasons, or if any such LNG cargo is rescheduled for any reason under this Agreement (in any case upon Buyer’s consent), the applicable Contract Price shall be determined in accordance with the formula above with HH applicable for originally scheduled Delivery Window, unless otherwise mutually agreed between the Parties. |
| 1. **LNG Ship** | Base LNG Ship for Cargo 1: British Sponsor  Base LNG Ship for Cargo 2: Golar Ice  No later than twenty (20) days prior to the Delivery Window, Buyer shall have the right to nominate an alternate LNG Ship capable of loading the Cargo Quantity subject to ship shore compatibility.  The Buyer shall ensure that the LNG Ship arrives at the receiving terminal of the Loading Port and be in a state of readiness to load the scheduled LNG cargo without the need for any cool-down services. However, Buyer may request Seller to provide cool-down services at the Loading Port subject to availability of slot and consent from Seller and payment of a fee of US$ 250,000 for each cool down in addition to the cost of gas/LNG used in the cooling-down operations. The price of gas/LNG used for cooling-down operations shall be the Contract Price. To clarify further, cool down services is solely at Seller’s option. |
| 1. **Scheduling** | “Delivery Window” is defined in accordance to attached Annexure A (SPLNG) or attached Annexure C (CP Terminal).  If requested by Buyer, Seller shall use reasonable efforts to accommodate changes to the Delivery Window.  If requested by Seller, Buyer shall use reasonable efforts to accommodate changes to the Delivery Window. |
| 1. **Lay time** | As per attached Annexure A (SPLNG) or Annexure C (CP Terminal). |
| 1. **Demurrage and Wharfage fee** | Daily Demurrage Rate for SP Terminal = US$ 376,000 and pro-rated for a portion of a day.  Daily Demurrage Rate for CP Terminal = USD$ 385,000 and pro-rated on an hourly basis.  Excess Boil-off: As per attached Annexure A (SPLNG) or Annexure C (CP Terminal). |
| 1. **LNG Quality** | 1. Minimum Gross Heat Content (dry) 1000 BTU/SCF  Maximum Gross Heat Content (dry) 1150 BTU/SCF  2. Constituent elements varying within the following percentage limits (in molecular percentage):  Nitrogen equal to or between 0.00 and 1.50  Methane equal to or between 84 and 100.00  Ethane equal to or between 0.00 and 11  Propane equal to or between 0.00 and 3.5  Butane (C4) and heavier equal to or between 0.00 and 2.0  3. A hydrogen sulphide content not to exceed twenty-five hundredths (0.25) grains of hydrogen sulphide per one- hundred (100) standard cubic feet;  4. A total sulphur content of not more than (1.35) grains per one-hundred (100) standard cubic feet;  LNG shall contain no water, active bacteria or bacterial agents (including sulfate reducing bacteria or acid producing bacteria). |
| 1. **Force Majeure** | As per MSPA \ |
| 1. **Credit Support** | No later than ten (10) Days prior to the Delivery Window of the respective FOB cargo , the Buyer shall establish and provide to the Seller a Stand-by Letter of Credit (SBLC) (in a format mutually acceptable to Buyer and Seller) from first class international bank with at least “A-” S&P credit rating or equivalent rating from Fitch/Moody’s in an amount equal to Cargo Quantity (including positive operational tolerance) multiplied by applicable Contract Price of the cargo, expiring 30 days after the Delivery Window of the LNG cargo.  Buyer may request for the cancellation of the SBLC via the SBLC issuing bank after payment of the LNG Cargo has been received in full by the Seller and Seller shall use reasonable endeavour to release the SBLC at the earliest practical date. |
| 1. **Law and submission to jurisdiction** | As per MSPA |
| 1. **Conditions Precedent** | Management Approvals of Seller by deal confirmation |
| 1. **Tug Service Arrangement** | Per last deal done, with estimated amount updated to US$175,000 instead of US$165,000 |
| 1. **Other Terms & Conditions** | 1. Buyer shall procure:   (i) Hull & Machinery Insurance or self insurance; and  (ii) P&I Insurance.   1. Invoices for cargoes made available and taken shall become due and payable by Buyer on the eighth (8th) Day after the date on which Buyer received such invoice. If eighth (8th) Day is not a Business Day (definition per MSPA), then due date will be next Business Day. 2. Sabine Pass Marine Operations Manual (as modified from time to time) shall apply to all LNG Ships taking delivery of LNG from SPLNG. 3. Notwithstanding anything to the contrary in the Master Agreement, title and risk shall pass in international waters, in accordance with the following: Delivery of the LNG cargo shall be deemed completed immediately after the LNG Ship crosses out of the exclusive economic zone (“EEZ”) of the country of Loading Port and title to and all risk of loss of such LNG shall pass from Seller to Buyer at such point ("Title and Risk Transfer Point") following loading of the LNG cargo onto the LNG Ship of Buyer at the Loading Port (net of vapour return from the LNG Ship to the Loading Port during loading). Notwithstanding above, the quantity / volume of LNG loaded on to the LNG Ship (net of vapour return to the Loading Port during loading of the LNG cargo) at the Loading Port shall be deemed to be the LNG cargo delivered at the Title and Risk Transfer Point. 4. Measurement, Sampling & Calculation of quantity delivered shall be as per the attached annexures provided along with this Term Sheet, which will be suitably modified from time to time in accordance with the changes by terminal operator. 5. Port Liability Agreement would be as per last done 6. For deliveries from CP Terminal Buyer shall cause the owner of such LNG Ship to execute a marine terminal liability agreement with CP Operator (see Annex C for definition) substantially in the form as attached herewith and as updated / modified by CP Terminal / CP Operator from time to time (“Marine Terminal Liability Agreement”). As per last done. 7. Buyer acknowledges and agrees that it will resell or transfer LNG delivered to it pursuant to this Agreement only to countries approved in the Export Authorizations, and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG (including in re-gasified form) to such countries. Buyer , at seller’s request, shall cause a report to be provided to Seller in respect of each Export Cargo that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered (whether or not delivered by Buyer). 8. Others terms mutually agreed in line with statutory provisions (Trade Law Compliance, Export Authorisations, etc) w.r.t. supply of LNG out of USA as per MSPA 9. The final destination of a cargo and the discharge port should be provided by Buyer prior to loading to enable Seller meet regulatory requirements. As soon as a change in the discharge location is known, the Buyer must provide the actual final destination. Irrespective of the above, the Buyer must provide the final destination no later than 35 days from the date of loading. |
| 1. **Final Definitive Agreement** | Upon agreement of this Term Sheet, the Parties shall negotiate and agree in good faith a FOB Confirmation Memorandum (‘**Confirmation Memorandum**’ or ‘**CM**’ or ‘**FOB CM**’consistent with the terms outlined in this Term Sheet and other terms Master Agreement between the Parties using affiliate clause. |
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| 1. **Corrupt Practices** | As per MSPA |

***As per last done***