



**GOVERNMENT OF THE DEMOCRATIC SOCIALIST  
REPUBLIC OF SRI LANKA**

**Ministry of Power and Renewable Energy**

**REQUEST FOR PROPOSALS**

**REQUEST FOR COUNTER PROPOSALS UNDER  
SWISS CHALLENGE PROCEDURE FOR THE  
ESTABLISHMENT OF AN OFFSHORE FLOATING  
STORAGE AND REGASIFICATION UNIT (FSRU) AND  
PIPELINE INFRASTRUCTURE AND SUPPLY OF  
LIQUEFIED NATURAL GAS (LNG) FOR CEYLON  
ELECTICITY BOARD**

**TENDER NO: PE/TEN/LNG/SP/2017/55**

**International Competitive Bidding (ICB)**

**VOLUME IV**

**DRAFT IMPLEMENTATION AGREEMENT**

This Implementation Agreement (hereinafter called this "**Agreement**") is made on this day ..... of ..... 2018

**BY and BETWEEN**

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA** (the "**Government**" or "**GOSL**"), acting through Secretary, Ministry of Finance;

**AND**

[**GAS SUPPLIER**] (the "**Supplier**"), a company with limited liability and incorporated under the [●] and having its registered office at [●]

**AND**

[**PROJECT COMPANY OR COMPANIES**] ([the/each a] "**Project Company**"), [each] an Affiliate of the Supplier incorporated under Companies Act No 7 of 2007 and having its registered office at [●].

**WHEREAS**

- A** The Ceylon Electricity Board ("**CEB**"), a body corporate established by Act No 17 of 1969, has invited, with the authority and approval of the Government, proposals for the Integrated Project.
- B** The Supplier was selected following a competitive tendering process to enter into the Gas Sales Agreement to sell Gas to CEB.
- C** Each Project Company is incorporated for the purpose of the Integrated Project. The Project Company that will own, operate and maintain the FSRU Company and shall be owned by CEB (or its nominee) and the Supplier (or its Affiliate). Initially, CEB (or its nominee) shall hold 49% of the total issued share capital of the FSRU Company and the Gas Supplier (or its Affiliate) will hold 51%. Upon the later of the expiry or termination of the Gas Sales Agreement and the date on which the Supplier delivers 19.5MTPA equivalent of gas to CEB, it is intended that the CEB will wholly own the FSRU Company.
- D** The Government is willing to provide certain concessions, incentives and undertakings to the Beneficiaries (a) in respect of the business of [the/each] Project Company in implementing the Regasification Project, and (b) in respect of the business of the Supplier in arranging the LNG and Gas Supply, in each case, subject to and in accordance with the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement unless the context otherwise requires:

**1.1.1** **Agree:** provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;

- 1.1.2 Definitions:** words, phrases and expressions defined in Schedule 1 (Definitions) shall have the defined meaning in the whole of this Agreement including the recitals.
- 1.1.3 Headings:** the headings in this Agreement are for ease of reference only and shall not be deemed part of or be taken into consideration in the interpretation or construction of this Agreement.
- 1.1.4 Include and including:** the words "include" and "including" is to be construed as being at all times followed by the words "without limitation";
- 1.1.5 Negative Obligations:** any obligation not to do anything includes an obligation not to permit or cause that thing to be done;
- 1.1.6 Party and Parties:** each of Party to this Agreement are individually referred to as "Party" and collectively as "Parties" and includes their permitted successors, assigns and transferees;
- 1.1.7 Persons:** references to persons include references to individuals, companies, corporations, partnerships, consortiums, firms, joint ventures, associations, trusts, organizations, governmental or other regulatory bodies or authorities or any other legal entities and their permitted successors and assigns;
- 1.1.8 Plural and Singular:** words importing the singular number include the plural and vice versa where the context requires;
- 1.1.9 Masculine and Feminine:** words importing the masculine include the feminine and neuter and vice versa where the context requires;
- 1.1.10 Schedule:** the schedules to this Agreement and the provisions and conditions contained in these schedules have the same effect as if set out in the body of this Agreement;
- 1.2 Schedules, Clauses and Paragraphs:** references to Schedules, Clauses and Paragraphs are references to Schedules, Clauses and Paragraphs of this Agreement;
- 1.3 Agreement, Other Agreements or Document:** reference to this Agreement or to any other agreement or document shall include references to this Agreement or to such other agreement or document (including recitals and schedules) as may be amended, varied, supplemented, replaced and/or restated in any manner from time to time;
- 1.4 Statutes and Regulation:** references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it;

**1.5 Technical Meanings:** Words not otherwise defined herein shall have the meanings as commonly used in the English Language. Words that have well-known generally accepted technical or trade meanings in prudent utility practice are used in this Agreement in accordance with such recognized meanings;

**1.6 Time:** references herein to time are to Sri Lankan time; and

**1.7 Hereof, Herein, and Hereunder:** the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement unless followed by the number of a specific part of the Clause.

## **2. TERM**

Unless otherwise earlier terminated in accordance with the provisions of this Agreement, this Agreement shall take effect on the date of this Agreement and subject to the terms of any Direct Agreement under Clause 3.9, will remain in effect until the later of:

- (a) the expiry or termination of the Gas Sales Agreement; and
- (b) the date on which all amounts payable by the Government and CEB under the Project Agreements and any other guaranteed obligations under Clause 3.5 having been unconditionally and irrevocably paid and discharged in full,

(the **Term**).

## **3. OBLIGATIONS OF THE GOVERNMENT**

### **3.1 Exclusivity**

The Government grants [[the/each] Project Company]/[each Beneficiary] (as applicable) the exclusive right to:

**3.1.1** do all things necessary or desirable to implement the Integrated Project (including importation of the FSRU and the importation and regasification of LNG for the sale of Gas to CEB);

**3.1.2** enjoy all easements required to construct, commission, own and operate the Facility;

**3.1.3** have access rights to shoreline and rights to lay the Pipeline buried under the seabed; and

**3.1.4** [●].

### **3.2 Terminal Location and Security**

#### **3.2.1 [Acquisition of [necessary rights to the Pipeline route]]**

The Government undertakes to provide [the/each] Project Company with the following rights within [●] days from the date of this Agreement to facilitate [the/each] Project Company to complete the relevant [acquisition/ lease/ easement/

licence arrangements] of [necessary rights to the Pipeline route] for the purpose of this Agreement:

- (a) [necessary rights to the Pipeline route] free from all encumbrances and adverse order or judgment from any judicial authority;
- (b) all relevant approvals from all relevant Competent Authorities for the construction, implementation, commissioning and operation of the Facility;
- (c) all relevant approvals from the relevant Competent Authorities confirming the easements, access rights of [the/each] Project Company to the shoreline and rights to lay the Pipeline on the seabed;
- (d) easement or lease agreement, and approval for construction of shoreline work, jetty, intake and outfall structures, use of sea/river water and dredging of sea/river;
- (e) [●].

### **3.3 Assistance to be provided by the Government to the Beneficiaries**

**3.3.1** The Government shall, support and use all reasonable efforts:

- (a) to expedite the consideration of a Beneficiary's application for Governmental Approvals or reissuances thereof filed with the relevant Competent Authority; and
- (b) for the expeditious issuance or reissuance of a Governmental Approval.

**3.3.2** The Government shall use all reasonable efforts to ensure that the Governmental Approvals when issued by the relevant Competent Authority have an effective period at least equal to the Term or, if issuance of a Governmental Approval for the Term is in contravention of the Laws of Sri Lanka, have an effective period equal to the maximum permissible period under the Laws of Sri Lanka and that such period will be subsequently extended from time to time for the duration of the Term.

### **3.4 The Government's Assistance with regard to the CEB**

The Government shall use all reasonable efforts to facilitate the CEB to fulfil its obligations under the Gas Sales Agreement.

### **3.5 The Government's Guarantee with regard to the CEB's Obligations**

#### **3.5.1 Guarantee and indemnity**

The Government irrevocably and unconditionally:

- (a) guarantees to the Supplier punctual performance by CEB of all its obligations under the [Gas Sales Agreement];

- (b) undertakes with the Supplier that whenever CEB does not pay any amount when due under or in connection with [the Gas Sales Agreement], it must, immediately on demand pay that amount as if it were the principal obligor in respect of that amount; and
- (c) agrees with the Supplier that if any obligation guaranteed by the Government is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify the Supplier immediately on demand against any cost, loss or liability the Finance Party incurs as a result of CEB not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by CEB under [the Gas Sales Agreement] on the date when it would have been due. The amount payable by the Government under this indemnity will not exceed the amount it would have had to pay under this Clause if the amount claimed had been recoverable on the basis of a guarantee.

### **3.5.2 Continuing guarantee**

The guarantee under this Clause is a continuing guarantee and will extend to the ultimate balance of sums payable by CEB under [the Gas Sales Agreement], regardless of any intermediate payment or discharge in whole or in part.

### **3.5.3 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of CEB or any security for those obligations or otherwise) is made by the Supplier in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Government under this Clause will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **3.5.4 Waiver of defences**

The obligations of the Government under this Clause will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause including (without limitation and whether or not known to it or the Supplier):

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of CEB or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

- (f) any amendment of [the Gas Sales Agreement] or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any obligations under [the Gas Sales Agreement] or other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under [the Gas Sales Agreement] or any other document or security; or
- (h) any insolvency, resolution or similar proceedings.

### **3.5.5 Amendments to the [Gas Sales Agreement]**

- (a) Without limiting Clause 3.5.4 above, the Government acknowledges that the [the Gas Sales Agreement] may from time to time be amended.
- (b) The Government confirms its intention that:
  - (i) any amendment to [the Gas Sales Agreement] is within the scope of this guarantee; and
  - (ii) this guarantee extends to any amount payable by CEB under or in connection with [the Gas Sales Agreement] as amended.
- (c) The Government agrees that the confirmations in paragraph (b) above apply regardless of:
  - (i) why or how [the Gas Sales Agreement] is amended (including the extent of the amendment and any change in the parties);
  - (ii) whether any amount payable by CEB under or in connection with the amended [Gas Sales Agreement] in any way relates to any amount that would or may have been payable had the amendment not taken place;
  - (iii) the extent to which the Government's liability under this guarantee (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this guarantee, changes or may change as a result of the amendment; and
  - (iv) whether the Government was aware of or consented to the amendment.

### **3.5.6 Immediate recourse**

- (a) The Government waives any right it may have of first requiring the Supplier to proceed against or enforce any other right or security or claim payment from any person before claiming from the Government under this Clause.
- (b) This waiver applies irrespective of any law or any provision of [the Gas Sales Agreement] to the contrary.

### **3.5.7 Appropriations**

Until all amounts which may be or become payable by CEB under or in connection with the [Gas Sales Agreement] have been irrevocably paid in full, the Supplier may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Supplier against those amounts, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise) and the Government will not be entitled to the benefit of such moneys, security or rights; and
- (b) hold in an interest-bearing suspense account any moneys received from the Government or on account of the Guarantor's liability under this Clause.

### **3.5.8 Deferral of Government's rights**

- (a) Until all amounts which may be or become payable by CEB under or in connection with the [Gas Sales Agreement] have been irrevocably paid in full or unless the Supplier otherwise directs, the Government will not exercise any rights which it may have by reason of performance by it of its obligations under the [Gas Sales Agreement] or by reason of any amount being payable, or liability arising under this Clause:
  - (i) to be indemnified by CEB;
  - (ii) to claim any contribution from any other guarantor of CEB's obligations under the [Gas Sales Agreement];
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Supplier under the [Gas Sales Agreement] or of any other guarantee or security taken pursuant to, or in connection with, the [Gas Sales Agreement] by the Supplier;
  - (iv) to bring legal or other proceedings for an order requiring CEB to make any payment, or perform any obligation, in respect of which the Government has given a guarantee, undertaking or indemnity under this Clause;
  - (v) to exercise any right of set-off against CEB; and/or
  - (vi) to claim or prove as a creditor of CEB in competition with the Supplier.
- (b) If the Government receives any benefit, payment or distribution in relation to such rights it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Supplier by CEB under or in connection with the [Gas Sales Agreement] to be repaid in full on trust for the Supplier and must promptly pay or transfer them to the Supplier or as the Supplier may direct for application in accordance with the terms of the [Gas Sales Agreement].

### **3.5.9 Additional security**



This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Supplier.

### **3.6 Non Discrimination**

**3.6.1** The Government shall not impose obligations or standards on the Beneficiaries which are unduly more onerous than those relating to any other project with similar scale and nature entered into by CEB and which are privately financed on a similar build-own-operate-transfer basis by a person other than the CEB.

**3.6.2** The Government shall not, and shall ensure that no Competent Authority takes any action which materially and adversely affects the Integrated Project or the performance of any Beneficiary's obligations or the enjoyment of its rights or the interests of the Investors or the Finance Parties under the relevant Project Agreements or Financing Agreements or restricts access to, detains, seizes, expropriates, requisitions (for title or for hire) or, except as hereinafter provided, acquires, any Facility or any Beneficiary, whether in whole or in part.

### **3.7 Acquisition of Shares or Assets**

The Government undertakes to each Beneficiary that neither it nor CEB, nor any Competent Authority will expropriate, compulsorily acquire, nationalise, or otherwise compulsorily procure any shares or assets of any Beneficiary.

### **3.8 Information**

The Government shall respond (a) within [21] Days to all reasonable requests for information relating to the status and ownership of the CEB, and (b) within [10] Days to all reasonable requests for information relating to the implementation of the [Regasification Project] or [LNG and Gas Supply] under the Gas Sales Agreement, provided that for the purposes of the implementation of the [Regasification Project] and [LNG and Gas Supply], each Beneficiary shall, at its sole cost, investigate the need for and obtain all necessary licences, consents, approvals and certificates of whatever kind and nature which are required from time to time by any Competent Authority.

### **3.9 Government to enter into Direct Agreements with Finance Parties**

The Government acknowledges that the Finance Parties will require their financing to be secured in relation to the Integrated Project, and the Government (if required by the Prospective Finance Parties) shall enter into a Direct Agreement with the Finance Parties (or their representative) and each relevant Beneficiary not later than the end of the Preliminary Period, which Direct Agreement shall be consistent with the following principles:

**3.9.1** the Government shall agree to the Finance Parties taking security over all of the rights, title and interest of the assets of each Beneficiary (including their rights under the Project Agreements);

- 3.9.2** the Government shall agree to give the Finance Parties (a) notice within [●] Days of the Government becoming aware of any default of a Beneficiary under this Agreement, and (b) at least [●] Days' notice before the Government terminates this Agreement under Clause 10.2;
- 3.9.3** the Finance Parties shall agree to give the Government (a) notice within [●] Days of the Finance Parties becoming aware of any default under the Financing Agreements and (b) at least [●] Days' notice before the Finance Parties exercise any rights to step in to all or any part of the Integrated Project, the Regasification Project or as the Supplier under the Gas Sales Agreement or to appoint a third party operator(s) to replace [the/a] Project Company in relation to the Regasification Project or the Supplier in relation to the Gas Sales Agreement;
- 3.9.4** in relation to this Agreement, the Finance Parties shall have the right to step in to the Integrated Project, the Regasification Project or as the Supplier under the Gas Sales Agreement or to appoint a third party operator(s) to replace [the/a] Project Company in relation to the Regasification Project or as the Supplier under the Gas Sales Agreement or replace the Supplier upon agreement between the Finance Parties and each Beneficiary, where:
- (a) the Government gives notice of termination under Clause 10.2 and the Finance Parties give the Government notice exercising such a right within [●] days of the date of the Governments' notice of termination, to which end the effect of such notice of termination shall be suspended for [●] days commencing on the date of the notice; or
  - (b) the Finance Parties give notice under Clause 3.9.3 of a step in[, or appointment of a third party operator(s) to replace, [the/a] Project Company in relation to the [Regasification Project] or the Supplier in relation to the Gas Sales Agreement];
- 3.9.5** where the Finance Parties exercise any right to step in to the Integrated Project, the Regasification Project or the Supplier's role under the Gas Sales Agreement or appoint a third party operator(s) to replace [the/a] Project Company in relation to the Regasification Project or the Supplier in relation to the Gas Sales Agreement, then there shall be a cure period not exceeding [●] Days from the date of the first notice of such step in or appointment during which period any right of the Government to terminate this Agreement shall be suspended. If during the cure period the Finance Parties or such third party operator(s) do not assume the obligations of the Beneficiaries under this Agreement, the Government's obligations under this Agreement shall be similarly suspended;
- 3.9.6** no later than [●] Days prior to the end of the cure period stated in Clause 3.9.5, the Finance Parties shall give notice to the Government whether or not they wish to continue to exercise their rights of step in or

have assigned to any third party operator(s) any of the Project Agreements, and:

- (i) if they do, then the Finance Parties or the third party operator(s) (as the case may be) shall assume all outstanding and continuing liabilities of the Beneficiaries under the relevant Project Agreements and the Government's obligations under this Agreement shall resume;
- (ii) but if they do not, then [the Finance Parties or the third party operator(s) (as the case may be) will be released from its obligations arising before such step out date and any rights of the Finance Parties or the third party operator(s) (as the case may be) in respect of the underlying contract under the Direct Agreement will be cancelled, provided that, any payment obligations of the Finance Parties falling due before such step out date shall remain];

**3.9.7** in the case of the assignment of any of the Project Agreements to a third party operator(s) and in relation to this Agreement, the Finance Parties shall first obtain the consent of the Government to such assignment which shall not unreasonably be withheld or delayed where the Government is satisfied that such proposed assignee has the appropriate experience, expertise and financial backing;

**3.9.8** if the Finance Parties continue to exercise rights of step in after the cure period or any of the Project Agreements are assigned to a third party operator(s), then the Government's rights of termination under this Agreement shall, subject to the Direct Agreement, be restored both with respect to continuing rights of termination from the earlier of the date on which the Finance Parties gave notice of continuance (or any assignment), or the end of the cure period; and

**3.9.9** without prejudice to the foregoing principles, the Direct Agreement may contain such other principles or terms as may be agreed between the Government, the Finance Parties and the Beneficiaries.

#### **4. OBLIGATIONS OF THE GOVERNMENT WITH REGARD TO THE BOI**

Subject to the BOI Act and the regulations pertinent thereto, the Government shall assist the Beneficiaries to enter into (by not later than the end of the Preliminary Period), the BOI Agreement with BOI which will provide the Beneficiaries with BOI Status and with the incentives as currently applicable in respect of:

- (a) the business of [the/each] Project Company in constructing, commissioning, owning and operating the Facility (including the importation of the FSRU); and
- (b) the Supplier's business in importing and regasifying LNG and selling Gas under the Gas Sales Agreement,

provided that, the relevant Beneficiary satisfies the corresponding conditions attaching to the grant of such incentives.

## **5. OBLIGATIONS OF THE BENEFICIARIES**

### **5.1 Beneficiaries to fund its costs of entering into and complying with the Project Agreements and the Direct Agreement**

**5.1.1** Each Beneficiary shall at its sole cost, risk and expense (including but not limited to the costs of legal and other advisers):

- (a) negotiate and enter into the Project Agreements to which it is a party;
- (b) arrange all necessary financing in connection with the design, procurement, development, construction, completion, testing, commissioning, operation and maintenance of the Facility and any necessary working capital in order to perform its obligations under the Project Agreements to which it is a party;
- (c) [comply in all material respects with the Environmental Requirements;] and
- (d) provide all information and supporting documentation required by any Competent Authority in any application for the grant of or under any licence, permit or consent in respect of building, owning, operating and maintaining the Facility.

**5.1.2** [The/Each] Project Company shall at its sole cost, risk and expense (including but not limited to the costs of legal and other advisers), use its reasonable endeavours to procure that the Finance Parties or their representatives enter into a Direct Agreement under Clause 3.9.

### **5.2 Not agree to amendments to the Gas Sales Agreement without the Consent of the Government**

The Supplier shall not agree to [any material amendment] of the Gas Sales Agreement without the prior written approval of the Government.

### **5.3 Compliance with Law**

Each Beneficiary shall at all times comply in all material respects with the Laws of Sri Lanka binding on it.

## **6. LIABILITIES AND INDEMNITIES**

### **6.1 Limit of the Government's Liability**

The limit of the Government's liability howsoever arising under or in connection with this Agreement whether in relation to the default of any party (including the

Government) under the Project Agreements or otherwise in relation to the negligence or breach of any duty in law of any such party shall be limited to the liability of the Government under Clause 3.5.

## 6.2 Consequential Loss

Despite anything to the contrary in this Agreement, no party shall be liable to the other for the other's Consequential Loss, provided that in no circumstances shall Consequential Loss include any express obligation to make payment (including the payment of costs and damages) or any express obligation to provide an indemnity under any of the other provisions of this Agreement.

## 7. IMPORT CONTROLS

### 7.1 Right to Import

7.1.1 Each Beneficiary (as applicable) shall be entitled to import without restriction and in its discretion:

- (a) the FSRU;
- (b) the LNG;
- (c) all other items required for the design, procurement, development, construction, completion, testing, commissioning, repair, operation and maintenance of the Facility, including, without limitation, spare parts and replacements to the spare parts inventory,

(the **Facility Materials**], and those Facility Materials not including LNG, the **Non-LNG Facility Materials**)).

7.1.2 All Facility Materials will be allowed (as applicable) temporary importation facilities, without restriction, on a re-exportable basis under Customs Ordinance (and any other written law applicable pursuant to Schedule B thereof) and Imports and Export (Control) Act No. 1 of 1969 (as amended), as in existence on the date of this Agreement.

7.1.3 All Facility Materials can be freely re-exported by any Beneficiary without incurring liability for Taxes.

### 7.2 Customs Clearance

7.2.1 To expedite clearance by the Customs Authority of all Facility Materials imported into Sri Lanka by a Beneficiary, the Government (through CEB, any Competent Authority or otherwise) shall take all advance steps and issue such advance instructions and issue such certificates and documentations as necessary to ensure such clearance and shall further confirm to the Customs Authority that all such Facility Materials are items which the relevant Beneficiary may import without restriction and without payment of any Taxes (the **Clearance Document**). In particular, the Government shall instruct Customs Authority to ensure

that all Facility Materials imported into Sri Lanka are permitted to be cleared by a Beneficiary in conformity with the Clearance Document not more than [●] Business Days from the date of submission of Customs Declaration and endorse the delivery of Facility Materials on the Customs Declaration to the relevant Beneficiary.

**7.2.2** If, notwithstanding compliance by the Government with Clause 7.2.1 above, from and after the later of the date on which the Clearance Document is delivered to the appropriate Customs Authority and the date that any Facility Materials are available to the Customs Authority for inspection, the relevant Beneficiary experiences more than [●] Business Days delay in clearance by the Customs Authority of any such Facility Materials imported into Sri Lanka, the Government pursuant to this Clause 7 must take all such other steps or action that may be necessary or issue such further documentation as necessary to expedite such clearance.

**7.2.3** If, following notice to the relevant Beneficiary in writing of a delay in clearance from Customs Authority of any Facility Materials of a greater length than provided in Clause 7.2.2, the relevant Beneficiary experiences more than [●] Business Days of additional delay in clearance by the Customs Authority of any such Facility Materials imported by such Beneficiary into Sri Lanka pursuant to this Clause 7.2 or to the Customs Authority (or any other relevant Competent Authority) fails to issue the Clearance Document pursuant to Clause 7.2.1 within the time period required therein, such event or circumstances shall constitute a Political Force Majeure Event under the Gas Sales Agreement.

### **7.3 Export and Re-Import**

A Beneficiary shall be entitled:

- (a) to export without restriction or the payment of any Taxes all Facility Materials imported by it under Clause 7 for the purpose of repair or refurbishment outside Sri Lanka and to re-import the same without restriction and without the payment of any Taxes; and
- (b) upon termination of this Agreement or the Gas Sales Agreement in accordance with the provisions thereof and except as otherwise expressly provided in this Agreement and the Gas Sales Agreement, to remove the Facility Materials or any portion thereof from the Site and export the same outside Sri Lanka without the payment of any Taxes,

and, in each case, the Government shall, at the request of the relevant Beneficiary, take reasonable measures to expedite the issuance of any Governmental Approvals required for the export and, where applicable, re-import of such Facility Materials.

## **8. BANK ACCOUNTS; FOREIGN EXCHANGE**

### **8.1 Use of Offshore Accounts**

All transactions relating to the Integrated Project or any part of it that are denominated in Foreign Currency, including debt servicing, repatriation of earnings and payments to contractors and service providers, may be initiated through bank accounts of any Beneficiary located in or outside of Sri Lanka in accordance with the Foreign Exchange Act No.12 of 2017 and regulations issued thereunder.

## **8.2 Governmental Approval for Dollar Accounts**

The Government shall ensure that [the/each] Beneficiary and each relevant contractor obtains the relevant consents for the opening and operation of Dollar bank accounts, including, without limitation, bank accounts necessary to implement the Integrated Project in or outside of Sri Lanka, and transfer any funds from or to its accounts in Sri Lanka, to or from its accounts maintained outside Sri Lanka, to implement and carry out the Integrated Project, with such exemptions as may be necessary to give effect to the provisions of this Clause 8.

## **8.3 Transfer and Repatriation of Necessary Funds**

- (a) The exchange of Rupee into Dollars and the transfer outside Sri Lanka of all Dollars received in connection with the Integrated Project is governed by Monetary Law 37 of 1974 (as amended) and Foreign Exchange Act No. 12 of 2017, as in existence on the date of this Agreement.
- (b) The Government permits the free and immediate transfer of all funds and other financial settlements or receipts in Dollars (or converted from Rupee into Dollars) necessary to implement and carry out the Integrated Project or any part of it and perform its obligations under the Project Agreement, with such exemptions as may be necessary to give effect to the provisions of this Clause 8, and shall ensure full, timely, and unencumbered repatriation rights with respect to all funds and other financial settlements or receipts in Dollars including all Dollar denominated payments by the Government under this Agreement (or converted from Rupee into Dollars, whether converted through the interbank foreign exchange market or by any other financial institution).

## **8.4 Availability of Dollars**

**8.4.1** Each Beneficiary shall be permitted to purchase Dollars through normal commercial banking channels (and to hold in an account of any Beneficiary) in the amount necessary for or in respect of:

- (a) meeting each Beneficiary's Foreign Currency payment obligations under any Project Agreement (other than the Finance Documents, for which paragraph (e) shall apply);
- (b) the repatriation by any Beneficiary of any capital contributions, shareholder loans, dividends or other distributions to foreign Investors and repatriation of proceeds from sales of shares in [any] Project Company and proceeds of sale upon dissolution or liquidation;

- (c) the Foreign Currency expenses of the Integrated Project or any part of it (including, without limitation, payment of any contractor and the Finance Parties and, where applicable, fees, expenses, salaries and other monetary emoluments of their employees, agents, and direct foreign collaborators, advisers, experts, suppliers, the purchase of spare parts and the supply of LNG), the payment of premiums and fees to offshore insurers and reinsurers;
- (d) all payments into, or out of, any reserve or other accounts required by the Finance Parties under the Financing Agreements or by CEB under the Gas Sales Agreement that require Foreign Currency; and
- (e) meeting any Beneficiary's payment obligations in any Foreign Currency under the Financing Agreements, including, without limitation, repayments of principal (whether scheduled or accelerated by Finance Parties), interest (including default interest), commissions, fees (including, without limitation, guarantee, commitment and arrangement fees), expenses, costs, hedging costs, premiums, break costs and other pre-payment costs, and the realisation of remedies under the guarantee or indemnity pursuant to this Agreement.

## 9. TAXATION

### 9.1 Taxation of Beneficiary

**9.1.1** [Where any Beneficiary maintains its existence as a company incorporated under the laws of Sri Lanka, such Beneficiary shall throughout the Term, be exempt from Taxes (including where imposed by the Government or any related Competent Authority) on any of its income generated from the Integrated Project or any part of it or assets used or held solely for the Integrated Project or any part of it, and CEB shall not be obliged to charge withholding tax on payments to the Supplier, and any payment made by a Beneficiary, including but not limited to charter hire, freight, demurrage or otherwise will be exempt from withholding tax imposed by the Government or any Competent Authority thereof.]

**9.1.2** Any Beneficiary and their contractors (as applicable):

- (a) shall be permitted to import LNG, plant, parts, machinery and equipment to be permanently incorporated into the Facility or required for the construction, commissioning, testing, operation and maintenance of the Facility and the transfer of title to the Facility without payment of any Taxes;
- (b) at any time shall be permitted to import the FSRU, without payment of any Taxes; and



(c) shall be exempt from the payment of any other Taxes, on spare parts or repaired or refurbished parts imported or purchased during the Term (including, for the avoidance of doubt, where such spare parts or parts are local Sri Lankan content) and incorporated from time to time into the Facility during the Term of this Agreement.

**9.1.3** Any documents and instruments entered into in connection with the Facility, Project Agreements, Financing Agreements and any other ancillary documents and instruments shall be exempt from stamp duties, registration fees and other similar fees, duties or Taxes.

**9.1.4** The (a) Supplier shall be exempt from any imposition of Taxes on the importation and regasification of LNG and the provision and sale of Gas to CEB under the Gas Sales Agreement, (b) [the/each] Project Company shall be exempt from any imposition of Taxes on the chartering of the FSRU, (c) each engineering, procurement and construction contractor and O&M Contractor shall be exempt from any imposition of Taxes on the provision of on any engineering, procurement, construction and operation services (as applicable) and any related services in respect of the Integrated Project or any part of it and (d) [●].

**9.1.5** Any direct foreign collaborators, companies, representatives, professional advisers and experts of the Beneficiaries involved in the Integrated Project or any part of it shall be exempt from Tax and withholding tax on such of their income as is paid to it by any Beneficiary in connection with the Integrated Project during the Term.

**9.1.6** Subject to the other provisions of this Clause 9.1, the Beneficiaries, the Finance Parties and the contractors shall be governed by the applicable double taxation treaties or other bilateral arrangements between the Government and their respective countries of domicile as at the date of this Agreement and thereafter from time to time; provided that such treaties and arrangements are no less favourable than those applicable and in existence on the date of this Agreement, if any, during the Term.

**9.1.7** In addition to the exemptions from or reductions in the rate of Taxes payable in Sri Lanka expressly provided above in this Clause 9.1, there shall be no change (whether by way of an increase in the rate of an existing Tax or duty or by way of an assessment of a Tax or duty not in existence on the date of this Agreement, or otherwise) in the Taxes or sales or excise duties or withholding taxes, from those in effect on the date of this Agreement in each case, imposed directly (A) upon a Beneficiary (including its employees) by any Competent Authority or (B) where a Beneficiary is required to reimburse or compensate any Finance Parties under the Finance Documents or (C) upon the contractors (including their employees) in respect of the design, engineering, procurement, construction, completion, testing, commissioning, repair, operation or maintenance of the Facility or the provision of the FSRU, for any period during the Term

## **9.2 Taxation of Finance Parties**

The Finance Parties shall not be subject to taxation or withholding tax in Sri Lanka in respect of their income from interest and fees arising from loans extended to [the/each] Project Company under the Financing Agreements during the term of the Gas Sales Agreement.

## **9.3 Foreign Investors**

**9.3.1** The foreign Investors in a Beneficiary shall be exempt from the payment of capital gains tax in Sri Lanka in respect of a transfer or disposal of its shares during the Term.

**9.3.2** The foreign Investors in a Beneficiary will not be subject to withholding tax on dividends from the relevant Beneficiary and will otherwise be governed by the bilateral tax treaties or other bilateral arrangements between the Government and their respective countries of domicile as at the date of this Agreement and thereafter from time to time; provided, that:

- (a) such treaties or arrangements are no less favourable towards the foreign Investors than those applicable and in existence on the date of this Agreement, if any; and
- (b) if there is no bilateral tax treaty between Sri Lanka and any foreign Investors' country of residence, the foreign Investor will be taxed in accordance with the laws of Sri Lanka which were applicable on the date of this Agreement.

**9.3.3** The Government shall permit remittance and repatriation by way of dividend or other distribution by a Beneficiary to the foreign Investors of all cash free from requirements that dividends are paid in Rupee, any exchange controls or any other prohibitions on the repatriation of dividends or other amounts to foreign Investors.

## **9.4 Taxes on LNG and Natural Gas**

The Beneficiaries shall be exempted from any imposition of Taxes on any importation, deemed use, regasification or sale of LNG, Gas or related services pursuant to its operation of the Facility and the Project Agreements.

## **9.5 Taxes**

All payments made by the Government under this Agreement must be made free and clear of and without deduction or withholding for or on account of any Taxes. If any deduction or withholding from any payment is required by law in relation to any Taxes then CEB shall promptly pay Supplier an additional amount being the amount required to ensure that the aggregate net amount received by the Supplier will equal the full amount which would have been received by it had no deduction or withholding been made. This indemnity shall survive termination of this Agreement.

## **9.6 Shareholder Loans**

Pursuant to the BOI Status provided to the Beneficiaries under Clause 4 above, each Beneficiary shall be entitled to enter into loan agreements with its Affiliates without any requirements or conditions to obtain further permissions, conditions or approvals from any Competent Authority to enter into such foreign loans.

## **9.7 Corporate Structure**

The Government shall exempt or procure the exemption of any conversion of any Beneficiary into a public limited company and of any compulsory listing.

# **10. TERMINATION**

## **10.1 Termination at end of Preliminary Period**

Without prejudice to the rights and obligations under the Gas Sales Agreement, where at or following the end of the Preliminary Period, the Gas Sales Agreement is terminated in accordance with Clause [22] of the Gas Sales Agreement and this Agreement terminates in consequence (under Clause 2), then no party shall have any liability to another for the other's losses, costs and expenses (including legal and consultative expenses), howsoever arising under or in connection with this Agreement by virtue of such termination, or in respect of any losses, costs and expenses (including legal and consultative expenses) incurred prior to the date of termination of this Agreement, including those relating to negotiation, due diligence or its obligations under this Agreement and arranging finance.

## **10.2 The Government's Right to Early Termination**

This Agreement may be terminated by the Government with respect to a Beneficiary at any time after the Preliminary Period forthwith on notice to the Beneficiaries:

**10.2.1** subject to Clause 10.2.3, where that Beneficiary is in material breach of any of its obligations under this Agreement and such breach (where capable of remedy), has been notified to that Beneficiary and has not been remedied within a period of [●] Days of notification, provided that such breach is not due to a breach of this Agreement by a party other than the Beneficiary who is in material breach;

**10.2.2** where that Beneficiary is in material breach of this Agreement which material breach is not capable of remedy (but excluding breaches relating to the time for giving notices by the Beneficiaries);

**10.2.3** where the Supplier is in material breach of any of its obligations under the Gas Sales Agreement and such breach (where capable of remedy) has been notified to that Beneficiary and not been remedied in accordance with the Gas Sales Agreement; provided that the Government's right to terminate pursuant to this Clause 10.2.3 shall not apply where such breach is not due to a breach of this Agreement by a party other than the Beneficiary who is in material breach; or

**10.2.4** where:

- (i) any proceeding (including the appointment of a provisional liquidator) is commenced by or against that Beneficiary seeking to adjudicate that Beneficiary as bankrupt or insolvent or to wind-up that Beneficiary (and such proceeding is not disputed in good faith by such Beneficiary within [●] of such proceeding first being instituted);
- (ii) a court makes an order adjudicating that Beneficiary as bankrupt or insolvent;
- (iii) a resolution is adopted for the voluntary winding-up of that Beneficiary;
- (iv) a receiver or a trustee is appointed over the whole or any part of the assets of that Beneficiary and such appointment is not vacated within seventy five Days;
- (v) that Beneficiary makes an assignment for the benefit of its creditors;
- (vi) Finance Parties exercise any right over the Facility owned by that Beneficiary or any right of step in and have not entered into a Direct Agreement under clause 3.6; or
- (vii) where that Beneficiary is generally unable to pay its debts as they become due;

**10.2.5** in relation to the Supplier, following termination of the Gas Sales Agreement by the CEB, pursuant to the respective provisions thereof and all obligations of the CEB under the Project Agreements and any other guaranteed obligations under Clause 3.5 having been unconditionally and irrevocably paid and discharged in full.

**10.3 Beneficiaries' Right to Early Termination**

This Agreement may be terminated by the Beneficiaries acting together at any time after the Preliminary Period forthwith on notice to the Government:

**10.3.1** where the Government is in material breach of any of its obligations under this Agreement and such breach (where capable of remedy) has been notified to the Government and has not been remedied within a period of sixty Days of notification;

**10.3.2** where the Government is in material breach of this Agreement which material breach is not capable of remedy (but excluding breaches relating to the time for giving notices by the Government); or

**10.3.3** following termination of the Gas Sales Agreement by the Supplier, pursuant to the respective provisions thereof.

#### **10.4 Sole Grounds for Termination**

The provisions of this Clause 10 shall be the sole and exclusive grounds on which the parties may terminate this Agreement.

#### **10.5 Antecedent Rights**

The termination of this Agreement shall be without limitation of or prejudice to any other antecedent right, relief or remedy of a party under or in connection with this Agreement.

#### **10.6 Survival**

In the event of the termination of this Agreement the provisions of this Agreement as they relate to the payment of any sum due by one party to the other, (for a period of six Months following termination and payment of all sums due by one party to the other) the confidential provisions set out in Clause 13.2, this Clause 10.6 and the Disputes Resolution Procedure shall survive termination and continue to have effect in the terms of this Agreement.

#### **10.7 Notices of Termination**

Any notice of termination under this Agreement shall be valid only if prominently and clearly titled "NOTICE OF TERMINATION".

### **11. RESTRUCTURINGS**

#### **11.1 Obligations of the Government under Restructuring of Industry or the CEB**

The obligations of the Government under this Agreement shall survive notwithstanding:

**11.1.1** any reorganisation or restructuring of the gas distribution, power generation, electricity transmission and distribution in Sri Lanka; or

**11.1.2** the restructuring, reorganisation, recapitalisation, sale divestiture, merger, consolidation, amalgamation, privatisation, change of ownership or other similar transaction involving the CEB, and

the Government shall cause the relevant entity surviving the CEB, to adopt and become fully liable to perform the CEB's obligations under the Gas Sales Agreement.

### **12. MISCELLANEOUS**

#### **12.1 Notices**

**12.1.1** Unless otherwise expressly provided for, all notices, requests, claims, consents, approvals, certificates or other communication under this Agreement (each a **Notice**) shall be in legible writing in the English language and signed by a person duly authorised by the sender. A

written communication must be marked for the attention of office holder (if any) whom the recipient designates for the purpose.

**12.1.2** All notices, requests, claims, consents, approvals, certificates or other communication under this Agreement will be:

- (i) delivered personally;
- (ii) sent by prepaid registered post;
- (iii) sent by facsimile transmission (and promptly confirmed by prepaid registered post);

addressed to the recipient at the address or facsimile number set out below (as applicable) or to any other address or facsimile number that a party may notify to the other parties by like notice

(iv) If to the Government:

To:

Address:

Facsimile:

For:

With a copy to:

Address:

Facsimile:

For:

(v) If to the Supplier:

To: [ ] Limited

Address:

Facsimile:

For:

With a copy to:

Address:

Facsimile:

For:

(vi) If to [the/a] Project Company:

To: [ ] Limited

Address:

Facsimile:

For:

With a copy to:

Address:

Facsimile:

For:

**12.1.3** No written communication will be effective until received. Without limiting any other ways for a party to prove that another party has received a notice, a notice or other written communication under this Agreement, will be treated as received:

- (i) if delivered personally, when left with an apparently responsible person at the recipient's address;
- (ii) if sent by registered post, on acknowledgment of receipt by or on the recipient's behalf;

- (iii) if sent by facsimile, on the sender's receipt of a transmission report indicating that the facsimile was sent in its entirety to the recipient's facsimile number;

but, if the delivery or receipt is not on a Business Day or after 2.00pm (local time) on any Business Day, the notice will be treated as received by the recipient at 9.00am (local time) on the next Business Day.

## **12.2 Confidentiality and Publicity**

**12.2.1** All information supplied by each of the parties to this Agreement in relation to the Integrated Project or any part of it must be kept confidential and the parties to this Agreement must not communicate this information to any third parties.

**12.2.2** None of the parties to this Agreement shall publish or allow third parties to be informed about the terms and conditions of this Agreement, and/or any information relating to the Integrated Project or any part of it.

**12.2.3** None of the parties to this Agreement shall, and shall procure that other third parties do not, make or release any announcements or issue or release any publications, notifications, or correspondence (whether to the media, public or otherwise) regarding this Agreement, unless the relevant party has obtained the prior written consent of the other party to this Agreement.

**12.2.4** Each of the parties to this Agreement may communicate the aforementioned information to their directors, employees, advisors, agents and consultants on a need-to-know basis if their involvement in this Agreement or the Integrated Project or any part of it is required, or to current or prospective lenders, insurers, finance and security providers and their agents or representatives (including, without limitation, multi-lateral agencies and export credit agencies (and their respective governments), guarantors, trustees, hedge counterparties, credit rating agencies or account banks), provided that each of the parties to this Agreement (as applicable), procures that such third parties are subject to an equally onerous obligation of confidentiality.

**12.2.5** This obligation of confidentiality is not applicable if the information is already available to the general public (other than as a result of a breach of this Clause 12). This obligation of confidentiality is not applicable when expressly permitted by the Project Agreements or when expressly allowed by the relevant party disclosing the confidential information. If any of the parties to this Agreement is required by applicable laws, or a court or tribunal of competent jurisdiction, or by applicable regulatory requirements (including by any recognised stock exchange), to disclose the information to third parties, for example, on the basis of a legal obligation or within the framework of legal proceedings, the relevant party must (subject to the requirements of the applicable laws):



- (a) notify the other party to this Agreement; and
- (b) limit the information that is provided to third parties as much as possible.

### **12.3 Amendments**

Any amendment to this Agreement must be in writing and signed by all parties or their respective successors or permitted assigns in the same manner and with the same formality as this Agreement is executed.

### **12.4 Waiver**

**12.4.1** A party's waiver of any failure to comply strictly with any of this Agreement's terms will not operate as a waiver of strict compliance with any of this Agreement's terms now or in the future.

**12.4.2** A party's failure or delay in exercising any right, power, privilege or remedy under this Agreement will not operate as a waiver of it.

**12.4.3** A waiver of any obligation by any party shall only be effective if in writing and signed by the chief executive officer of such party.

**12.4.4** A single or partial exercise of any right or remedy will not prevent its further or full exercise. The rights and remedies in this Agreement are cumulative and do not exclude any other remedies to which another party may be lawfully entitled.

### **12.5 Assignment and Transfers of Interests**

The following provisions shall apply to the assignment of this Agreement and for the transfer of interests in, or of, a Beneficiary:

**12.5.1** The Government may not assign or otherwise transfer all or part of its rights, benefits or obligations under this Agreement without the Beneficiaries' prior consent, such consent not to be unreasonably withheld or delayed.

**12.5.2** No Beneficiary may sell, assign or otherwise transfer all or any of its rights, benefits or obligations hereunder without the Government's prior consent, such consent not to be unreasonably withheld or delayed, except that, for the purpose of the Financing Agreements, a Beneficiary may assign or create a security interest over its rights and interests under or pursuant to this Agreement or its shares to the Finance Parties.

**12.5.3** Any change including without limitation a change in shareholding which results in a change in the effective ownership, management or control of a Beneficiary will be deemed to be an assignment and will require a written consent of the Government, which consent shall not be unreasonably withheld.

## **12.6 Severability**

If any of this Agreement's terms are or become void or unenforceable, then those terms will be severed from this Agreement and replaced with terms which validly and enforceably accomplish (to the extent possible) those terms' objectives and in that case the rest of this Agreement will remain valid and enforceable.

## **12.7 No Partnership or Other Relationship**

**12.7.1** Nothing in this Agreement makes any party another party's partner, agent or representative or creates any trust or commercial partnership.

**12.7.2** No party may act for, or incur any obligation or liability on the other party's behalf unless expressly stated in this Agreement.

**12.7.3** Each party indemnifies each other party and (as appropriate) the other party's subsidiaries, directors, officers, employees and representatives against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind arising out of any act of, or any assumption of any obligation by, the party on the other party's behalf, except as expressly provided for by this Agreement or to the other party's prior written consent.

## **12.8 Good Faith**

The parties shall act in good faith in relation to the performance and implementation of this Agreement and to take such other reasonable measures as may be necessary for the realisation of its objectives.

## **12.9 Further Assurances**

Each party will, at its own cost and when the other party requests, promptly do everything reasonably required to give full effect to this Agreement and the transactions contemplated by this Agreement. Each party will take all practical steps to make its Affiliates, if any, and all relevant third parties do the same.

## **12.10 Representations and Warranties**

**12.10.1** The Government represents and warrants to the Beneficiaries that, as at the date of this Agreement:

- (i) the execution and performance by the Government of this Agreement constitutes a private and commercial act of the Government and not a public or governmental act;
- (ii) entry into and performance of this Agreement does not violate any provisions of any law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to the Government.

**12.10.2** Each Beneficiary represents and warrants to the Government that, in respect of itself as at the date of this Agreement:

- (i) it is duly incorporated or constituted and organised under the laws of its place of incorporation and has full power and authority, corporate or otherwise, to enter into and perform its obligations and to conduct its business as presently or as proposed to be conducted, and this Agreement has been duly authorised, executed and delivered by it, and constitutes legal, valid and binding obligations of such party;
- (ii) entry into and performance of this Agreement does not violate any provisions of any law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it; and
- (iii) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any governmental department, commission, board, agency or instrumentality (whether or not covered by insurance) which individually or in the aggregate would affect the validity or enforceability of this Agreement or could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of itself or in any impairment of its ability to perform its obligations under this Agreement;
- (iv) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any governmental department, commission, board, agency or instrumentality which may result in any such materially adverse effect or such impairment.
- (v) the execution, delivery and performance of this Agreement does not conflict with its memorandum and articles of association or conflict or result in the breach or termination of any provision of or constitute a default under, any mortgage, loan, contract or other undertaking binding on it;
- (vi) in relation to [the/a] Project Company only, it has the required authority, ability, skills, experience and capacity to perform, and shall perform all its obligations in connection with the [Regasification Project] in accordance with the terms of this Agreement;
- (vii) in relation to the Supplier only, it has the required authority, ability, skills, experience and capacity to perform, and shall perform all its obligations under the Gas Sales Agreement in accordance with the terms of this Agreement;
- (viii) it has the knowledge of all the legal requirements and business practices in Sri Lanka that must be followed in performing its obligations under this Agreement and its obligations shall be

performed in conformity with such requirements and practices;  
and

- (ix) it has reviewed the requirements of this Agreement, familiarised itself with all the relevant matters specific to Sri Lanka and/or the Facility and/or the Site and all other relevant matters, and utilising its experience and skills has made adequate provision for everything necessary to fulfil its obligations, whether specified and/or described or not in the Project Agreements.

#### **12.11 Entirety of Agreement**

This Agreement constitutes the entire Agreement between the parties. It replaces all of the parties' earlier discussions and agreements. No party will be bound by any conditions, definitions, warranties or representations except those stated in this Agreement or agreed in writing after this Agreement's date and properly signed by or on behalf of the party to be bound by them.

#### **12.12 Third Parties**

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.

#### **12.13 Counterparts**

This Agreement may be executed in counterparts and all so executed counterparts shall constitute one agreement binding on the Parties.

### **13. DISPUTES**

In the event of any dispute or difference of whatever nature between the parties arising under or in connection with this Agreement (including any dispute or difference in connection with the existence or validity of this Agreement or any provision hereof) which is not first amicably resolved between the parties to this Agreement by good faith mutual discussions within thirty Days, or, in the case of a dispute involving insurance or any disputed invoice, fourteen Days, after the date that the disputing party gives notice of the dispute to the other party identifying the dispute in reasonable detail and requesting consultations between the parties to resolve the dispute, or, after such periods by discussions between a senior official of the Government and the chief operating officer of each Beneficiary within a further period of fifteen Days (or such longer period as the parties may agree) then the Disputes Resolution Procedure set out in Schedule 2 (Disputes Resolution Procedure), shall apply.

### **14. LAW**

This Agreement and any non-contractual obligations arising out of or in connection with them shall be governed by English law.

### **15. WAIVER OF IMMUNITY**

## 15.1 Waiver of Immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute private and commercial acts rather than public or acts of a Competent Authority;
- (b) agrees that should any legal proceedings be brought against it or its assets in relation to this Agreement or any transaction contemplated by this Agreement no immunity (sovereign or otherwise) from such legal proceedings shall be claimed by or on behalf of itself or with respect to its assets, to the maximum extent permitted by any law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it;
- (c) waives any such right of immunity (sovereign or otherwise) which it or its assets has or may acquire in the future;
- (d) agrees that without limiting this Clause 15, the scope for such waiver of immunity includes:
  - (i) any expert determination, mediation, or arbitration proceeding commenced pursuant to this Agreement;
  - (ii) any judicial, administrative, or other proceedings arising out of or in connection with this Agreement (including to aid an expert determination, mediation, or arbitration commenced pursuant to this Agreement); and
  - (iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order, or attachment (including pre-award or pre-judgment attachment) that results from an expert determination, mediation, arbitration, or any judicial or administrative proceedings commenced pursuant to this Agreement or arising out of or in connection with this Agreement;
- (e) consents generally in respect of the enforcement of any judgment against it in any such proceedings to the giving of any relief or the issue of any process in connection with such proceedings including, the making, enforcement or execution against or in respect of any property whatsoever (irrespective of its use or intended use) of:
  - (i) any order or judgment which may be made or given in such proceedings;
  - (ii) any decision of any expert commenced pursuant to this Agreement; or

(iii) any suit, legal action or proceedings arising out of or in connection with this this Agreement or for the purpose of enforcing any order or any award made in any arbitration; and

(f) Agrees that without limiting Clause 15 and to the extent:

(i) a Party may be entitled in any jurisdiction to claim for itself or its assets sovereign immunity in respect of its obligations under this Agreement; or

(ii) in any jurisdiction there may be attributed to itself or its assets such sovereign immunity;

each Party agrees not to claim and hereby irrevocably waives such sovereign immunity to the fullest extent permitted by the Laws of such jurisdiction.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
} THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST }  
REPUBLIC OF SRI LANKA (the Government) }

The Common Seal of \_\_\_\_\_ }  
\_\_\_\_\_ LIMITED }  
is affixed hereto in the presence of }  
\_\_\_\_\_ two Directors of the Supplier }  
who attest the sealing thereof \_\_\_\_\_ }

The Common Seal of \_\_\_\_\_ }  
\_\_\_\_\_ LIMITED }  
is affixed hereto in the presence of }  
\_\_\_\_\_ two Directors of [the Project Company] }  
who attest the sealing thereof \_\_\_\_\_ }

## Schedule 1 - Definitions

Except as otherwise provided in this Agreement, the following terms in this Agreement shall have the meanings set out below.

"Affiliate"	means in relation to a party, any one of;  (a) a holding company of that party;  (b) a Subsidiary of that party;  (c) any other company which is a Subsidiary of that party's holding company;
"Beneficiaries"	means the Supplier and [the/each] Project Company, and each is a "Beneficiary";
"BOI"	means the Board of Investment of Sri Lanka, as authorised under the BOI Act;
"BOI Act"	means the Board of Investment of Sri Lanka, Law No 4 of 1978, as amended;
"BOI Agreement"	means [an agreement entered into between the BOI and each Beneficiary];
"BOI Status"	means the tax incentives and concessions applicable to a company under the BOI Act
"Business Day"	means:  (a) for the purposes of any payments made in Dollars, any day (other than a Saturday, Sunday and public holiday) when banks are open for the transaction of domestic business in [Sri Lanka and New York] and, in the case of the Beneficiaries, [●]; and  (b) in all other instances, any day (other than a Saturday, Sunday and public holiday) when banks are open for the transaction of domestic business in Sri Lanka and, in the case of the [Beneficiaries], [●];
"CEB"	means the Ceylon Electricity Board, a body corporate established by Act No 17 of 1969 and any successor and permitted assign;
"Change in Law Event"	means:  (a) the adoption, enactment or application to a Beneficiary or the subject matter of this Agreement of any Legal Requirement which was not in existence or, if in existence, was not applicable to a Beneficiary

or the subject matter of this Agreement as at the date of execution of this Agreement; or

- (b) any change in or repeal of any Legal Requirement or the application, interpretation or implementation thereof by a Competent Authority at any time after the date of this Agreement,

including, but not limited to circumstances which:

- (a) causes a Beneficiary to meet more stringent Environmental Requirements applicable to the Facility or the importation, regasification and supply of Gas under the Gas Sales Agreement;
- (b) causes [the/a] Project Company to have to carry out any material capital improvements or other modifications to the Facility or materially increases or decreases the costs or revenues of [the/a] Beneficiary in connection with the maintenance or operation of the Facility;
- (c) materially increases the costs or decreases the revenues of the Supplier in connection with the importation and regasification of LNG or sale of Gas under the Gas Sales Agreement;
- (d) affects the ability of the CEB to accept Gas from the Facility or Supplier;
- (e) relates to the BOI Law and the regulations made thereunder pursuant to which the Beneficiaries have been granted certain benefits, exemptions and privileges;
- (f) affects the rights or obligations of the Finance Parties or a Beneficiary under the Financing Agreements or this Agreement, in relation to the cost of financing the Facility through the imposition of exchange controls or currency restrictions; or
- (g) results in a Beneficiary requiring Governmental Approvals not previously required from any Competent Authority, or the amendment or modification of existing Governmental Approvals by any Competent Authority, with respect to the performance of its obligations under this Agreement.

**"Clearance Document"**

has the meaning given to that term in Clause 7.2.1;

**"Competent Authority"**

means (a) the Government or any authority, ministry or department under the control of the Government and any court or tribunal in Sri Lanka; but shall not include the Public Utilities Commission of Sri Lanka set up by Act No. 35 of



2002 and (b) the department, authority, instrumentality or agency from which a Governmental Approval is to be obtained and any authority, body or other person having jurisdiction under the Laws of Sri Lanka with respect to any Beneficiary, the Facility or the Integrated Project.

- "Consequential Loss"** means all losses, costs and financial harm in respect of loss of contract, loss of use of machinery or property, loss of production, loss of profit or loss of revenue or any other economic loss, cost or claim of whatever kind and nature suffered by a party under or in connection with this Agreement however caused (including the default of the other party or a breach of any duty owed in law by the other party), and whether or not foreseeable at the date of this Agreement provided that in no circumstances, shall Consequential Loss include any express obligation to provide an indemnity under any of the provisions of this Agreement;
- "Customs Authority"** means the relevant Competent Authority with jurisdiction over the collection of customs duties and value-added taxes on goods, machinery and equipment imported into Sri Lanka and the clearance or release thereof under the Laws of Sri Lanka;
- "Day" or "day"** means a period of twenty four (24) consecutive hours, beginning at [0000] hours on any day and ending at [0000] hours on the following day;
- "Direct Agreement"** means the agreement to be entered into (if required by the Finance Parties) by the Government, the Finance Parties and the Beneficiaries consistent with the principles referred to in Clause 3.9;
- "Dispute Resolution Procedure"** means the procedure for the resolution of disputes set out in Schedule 2 (Disputes Resolution Procedure);
- "Dollar"** means the lawful currency of the United States of America;
- "Environmental Approval"** means the environmental approval issued by the relevant Competent Authority in favour of [the/each] Project Company in respect of the terms of the environmental clearance for the Facility;
- "Environmental Law"** means the National Environment Act No 47 of 1980, as amended, any regulations thereunder, as amended from time to time, and all other enactments, statutes, laws rules and regulations for the protection of the environment for the time being in force in Sri Lanka;
- "Environmental Licence"** means the licence required to be obtained from the Central Environment Authority under the Environmental Law in relation to the Facility;
- "Environmental Requirements"** means:

- (i) complying with or exceeding the requirements of the Environmental Approval, the Environmental Licence, the Environmental Law, all applicable environmental quality standards, regulations and directives of the relevant Competent Authorities;
- (ii) establishing environmental management systems and facilities to ensure that the Environmental Law, applicable regulations, standards and lawful directives referred to in (i) above are complied with or exceeded;
- (iii) unless otherwise directed by the relevant Competent Authority, installing and operating a suitable continuous emission and ambient air monitoring system [including at least four monitoring stations at appropriate locations within a 10 kilometre radial distance from the Facility];
- (iv) installing and operating on-line recorders at the Facility and, unless otherwise directed, in the offices of the relevant Competent Authority;
- (v) providing an annual report on all relevant aspects of [the/each] Project Company's environmental facilities, activities and performance no later than 30 Days following each 12 month period from the commencement of the construction period to the end of the Operational Period. The annual report on environmental performance shall contain a statement of assurance stating that the Environmental Approval, the Environmental Licence, the Environment Law and all applicable regulations and lawful directives have been complied with in all material respects or, where this is not the case, shall contain details of any failure to so comply and actions instituted to prevent such failures recurring.

**"Facility"**

means [any facilities required to implement the Integrated Project, whether completed or at any stage of development, design, engineering, procurement, financing, completion, testing, financing, construction, commissioning, operation and maintenance, including, without limitation, the FSRU, Pipelines, land and land rights, buildings, engineering and design documents, power producing equipment, auxiliary equipment, fuel handling and storage infrastructure, water treatment facilities, solid waste disposal facilities, switchyards and all other installations];

**"Facility Materials"**

has the meaning given to that term in Clause 7.1.1;

**"Finance Parties"**

means the banks, export credit agencies, multi-lateral agencies and/or financial institutions, account banks, agents,

trustees, hedge counterparties and/or other persons (including *[insert relevant lending institutions]* or any Subsidiary thereof) party to the Financing Agreements;

**"Financing Agreements"**

means any and all of the agreements executed between a Beneficiary and the Finance Parties for the making available to [the/a/each] Project Company of financing (including hedging for fluctuations in interest rates, foreign exchange and inflation) for construction and completion of the Facility, and the security documents and other ancillary undertakings in favour of the Finance Parties entered into in connection with such agreements;

**"Foreign Currency"**

means any currency other than the Rupee;

**"FSRU"**

means [the LNG importation and regasification terminal to be developed in the Laccadive Sea, off the coast of Colombo Sri Lanka with an estimated base load of 1 Mtpa]

**"Gas"**

means any hydrocarbons or mixture of hydrocarbons and other gases;

**"Gas Sales Agreement"**

means the gas sales agreement [entered on or about the date of this Agreement] for the supply and sale of gas by the Supplier to CEB;

**"Government"**

means the Government of the Democratic Socialist Republic of Sri Lanka;

**"Governmental Approval"**

means any approval, licence, authorisation, acknowledgement, permit, waiver, exemption, concession, filing, registration or consent from any Competent Authority required by the Laws of Sri Lanka:

- (a) for the purpose of any party carrying out its obligations under the Gas Sales Agreement and as required under the Integrated Project;
- (b) for the establishment of [the/each] Project Company or otherwise in connection with the Integrated Project, including, without limitation, those Governmental Approvals listed in Schedule 3; and
- (c) [●];

**"Hour"**

means each continuous period of sixty minutes commencing with the first minute of each of the twenty four denominated Hours of any Day;

**"ICC Rules"**

has the meaning given to that term in paragraph 3.1 of Schedule 2 (Disputes Resolution Procedure);

**"Integrated Project"**

means (a) the LNG and Gas Supply and (b) the Regasification Project;

<b>"Investor"</b>	means the holders from time to time of shares in the [relevant] Project Company;
<b>"Laws of Sri Lanka"</b>	means, in relation to this Agreement, all laws in force in Sri Lanka (including any political sub-division thereof) and includes subsidiary legislation (including all rules, regulations, orders and directives) made or issued by any Competent Authority pursuant to or under any such law, and any decree or judicial decision given or pronounced by any court of competent jurisdiction, in each case, which is binding;
<b>"Legal Requirement"</b>	means any decree, resolution, law, statute, act, ordinance, rule, direction (to the extent having the force of law), order, treaty, code or regulation, Governmental Approval and other licenses, permits and approvals and any injunction or judgment;
<b>"LNG"</b>	[has the meaning given to such term in [the Gas Sales Agreement]];
<b>"LNG and Gas Supply"</b>	[means the supply, transport and import of LNG, regasification of that LNG and the sale and supply of the resulting Gas to CEB pursuant to the terms of the [Gas Sales Agreement], but excluding any Other Business;]
<b>["LNG Importation Licence"]</b>	[means the licence required to be obtained by the Supplier under the [●] or applicable statute, as amended, to import LNG and sell Gas under the Gas Sales Agreement;]
<b>"Month"</b>	means a period beginning at [0000] hours on the first day of any calendar month and ending at [0000] hours on the first day of the next succeeding calendar month;
<b>["Non-LNG Facility Materials"]</b>	[has the meaning given to that term in Clause 7.1.1;]
<b>"Notice"</b>	has the meaning given to that term in Clause 9.1.1;
<b>"Notice of Arbitration"</b>	has the meaning set out in Schedule 2 (Disputes Resolution Procedure);
<b>"O&amp;M Contractor"</b>	means [the/a] contractor appointed by [the/a] Project Company under [the/an] Operation and Maintenance Agreement
<b>"Operational Period"</b>	means [●];
<b>"Operation and Maintenance Agreement" or "O&amp;M Agreement"</b>	means [the/an] agreement between [the/a] Project Company and [the/an] O&M Contractor for the operation and maintenance of [the Facility/the FSRU or the Pipeline];
<b>"Other Business"</b>	means [any other business which involves:

- (a) any other use of the FSRU or Pipelines which is not contemplated under the Project Agreements;
- (b) the supply of gas to power stations other than those designated under the [Gas Sales Agreement]; or
- (c) the supply of LNG or gas to any other customer which is not contemplated under the Project Agreements, including other downstream businesses];

**"Pipeline"** [means one or more natural gas pipelines by which Gas is transported to the delivery points under the Gas Sales Agreement;]

**["Power Stations"]** [means the power stations set out in schedule 6 of the Gas Sales Agreement;]

**"Preliminary Period"** means the period commencing on the date of the Gas Sales Agreement and, save as extended in accordance Gas Sales Agreement, ending on the Effective Date (as defined under the Gas Sales Agreement).

**"Project Agreements"** this [Agreement, the Gas Sales Agreement, the Direct Agreements and the BOI Agreement];

**"Prospective Finance Parties"** means prospective banks, export credit agencies, multi-lateral agencies and/or financial institutions, account banks, agents, trustees, hedge counterparties and/or other persons (including such entities who have entered into a commitment or sub-participation in relation to financing of the Integrated Project, [*insert relevant lending institutions*] or any Subsidiary, potential assignee or transferee thereof) in relation to the Integrated Project;

**"Regasification Project"** [means the development, design, engineering, procurement, financing, completion, testing, ownership, financing, construction, commissioning, operation and maintenance of:

- (a) the FSRU;
- (b) an offshore terminal including mooring and unloading facilities;
- (c) high pressure pipelines, including subsea and onshore segments (which may require tunnelling), for the connection of the offshore terminal to the onshore receiving facilities;
- (d) pipeline tie-in connection from the onshore receiving facilities to the Delivery Points at the power stations at Kerawalapitiya and Kelanitissa; and

	(e) gas network control and management systems, but excluding, in each case, any Other Business];
<b>"Request for Proposals"</b>	means the request for proposals issued by the Government for the Integrated Project;
<b>"Rupees" or "Rs"</b>	means the lawful currency of Sri Lanka;
<b>"Site"</b>	means [●];
<b>"Sri Lanka"</b>	means the Democratic Socialist Republic of Sri Lanka;
<b>"Subsidiary"</b>	means a company: <ul style="list-style-type: none"> <li>(i) of which the majority of its issued share capital is held by another company; or</li> <li>(ii) in respect of which another company has the right to control the composition of the board of directors or the casting of votes at shareholders' meetings of that company; or</li> <li>(iii) which, or whose board of directors, normally acts in accordance with the instructions of another company;</li> </ul>
<b>"Tax" or "Taxes"</b>	means any income, gross receipts, withholding, licence, payroll, stamp, employment, excise, severance, occupation, premium, windfall profits, transfer, environmental, customs duties, capital stock, franchise, profits, value-added, sales, unemployment, disability, property, use, registration, alternative, add-on minimum, estimated or other tax, fee or charge imposed by or under the authority of any Competent Authority, including any interest, penalty or addition thereto.
<b>"Term"</b>	has the meaning given to that term in Clause 2.1;
<b>"Tribunal"</b>	has the meaning given to that term in paragraph 3.4 of Schedule 2 (Disputes Resolution Procedure);
<b>"Turnkey Contract"</b>	[means the agreement between [the/a] Project Company and a contractor for the design, engineering, procurement, construction, completion, testing and commissioning of [the Facility/the FSRU or the Pipeline];]

## Schedule 2 - Disputes Resolution Procedure Arbitration

### 2.1 References to Arbitration

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Schedule 2, a **Dispute**), shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the **ICC Rules**) as amended from time to time.

The ICC Rules are incorporated by reference into this Schedule 2 and capitalised terms used in this Schedule which are not otherwise defined in this Agreement have the meaning given to them in the ICC Rules.

### 2.2 Place and Language of Arbitration

The seat or legal place of the arbitration shall be Singapore. The language of the arbitration shall be English and any award shall be rendered in English.

### 2.3 Arbitral Tribunal

The number of arbitrators shall be three. The arbitrators nominated by the parties shall jointly nominate the third arbitrator who, subject to confirmation by the court, will act as president of the arbitral tribunal.. The third arbitrator shall not be a citizen or resident of Sri Lanka.

### 2.4 Consolidation of Disputes under this Agreement

2.4.1 Each party agrees that for the purposes of the ICC Rules, the arbitration agreement set out in this Clause 2 and the arbitration agreement contained in the Gas Sales Agreement shall together be deemed to be an arbitration agreement that binds each party to this Agreement and each party to the Gas Sales Agreement.

2.4.2 Any party to this Agreement or the Gas Sales Agreement may, in accordance with the ICC Rules, be joined to any arbitration commenced under this Agreement or the Gas Sales Agreement. Each party to this Agreement hereby consents, for the purposes of the ICC Rules, to such joinder.

2.4.3 Pursuant to Articles 9 and 10 of the ICC Rules:

- (i) Disputes may be resolved in a single arbitration together with Disputes arising out of the Gas Sales Agreement; and
- (ii) the parties agree to the consolidation of any two or more arbitrations commenced pursuant to this Clause 2 and/or the arbitration agreement contained in the Gas Sales Agreement into a single arbitration, as provided for in the Rules.

2.4.4 Each party waives any objection, on the basis that a Dispute has been resolved in a manner contemplated at Clauses 2.5.2 and 2.5.3, to the validity and/or enforcement of

any arbitral award made by an arbitral tribunal following the Dispute being resolved in that manner.

## **2.5 Awards**

All and any awards or other decisions of the arbitral tribunal shall be made in Dollars (unless the arbitral tribunal determines that the obligation or liability in respect of which an award is made should be compensated in Rupees) free of any tax, deduction or set off and the Tribunal shall be authorised in its discretion to grant pre-award and post-award interest at commercial rates.

## **2.6 Costs of Enforcement**

Any costs, fees, or taxes incident to enforcing any award shall to such extent as is permitted by law, be charged against the party resisting such enforcement.

## **2.7 Parties Obligations During Arbitral Proceedings**

Except as expressly provided in this Agreement, pending the award in any arbitration proceeding hereunder (i) this Agreement and the rights and obligations of the parties shall remain in full force and effect and (ii) each of the parties shall continue to perform their respective obligations under this Agreement. The termination of this Agreement shall not result in the termination of any arbitration proceeding pending at the time of such termination nor otherwise affect the rights and obligations of the parties under or with respect to such pending arbitration.

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**Schedule 3- Governmental Approvals**

	<b>Governmental Approval</b>	<b>Relevant Authority</b>
<b>PART A: CRITICAL GOVERNMENTAL APPROVALS</b>		
<b>1.</b>	<b>LNG</b>  Letter of Approval for the import, regasification and distribution of Liquefied Natural Gas  Or  License to import and distribute based on a recommendation of the Energy Supply Committee in terms of the Petroleum Products (Special Provisions) Act	Ministry of Petroleum Resources Development  Ministry of Petroleum Resources Development
<b>2.</b>	<b>Importation and Operation of the FSRU</b>	
a)	No-objection letters for the importation of the FSRU	i. Director General of Merchant Shipping; ii. Sri Lanka Customs; iii. Ministry of Defence.
b)	Obtaining exemptions in the event the Project Entity is Board of Investment approved. Exemptions will be set out in the Agreement entered into between the Board of Investment and the relevant Beneficiary/Project Company	Board of Investment of Sri Lanka
c)	[Exemption]/[Registration] of the FSRU under the Merchant Shipping Act No. 52 of 1971	Ministry of Ports and Shipping
d)	Other approvals to procure the permits/licenses for importation and operation of the FSRU; (i) Letter of Approval  (ii) Fire clearance Letter  (iii) Defence Clearance Letter	Sri Lanka Ports Authority;  Fire Department;  Ministry of Defence.
e)	Submission by [the/each] Project Company of an Initial Environment Impact Assessment	Central Environmental Authority and Coast Conservation

		Department
f)	Clearance for inward and outward LNG tankers	Sri Lanka Ports Authority
g)	Letter of Approval and consent to the location of FSRU and pipelines – restricted areas	Sri Lanka Ports Authority
h)	Permit to [discharge oil, harmful substance or other pollutant into the territorial waters, any maritime zone, fore-shore and coastal zone of Sri Lanka]	Marine Environment Protection Authority
i)	A Major Permit is required to be obtained in the event the Development Activities in relation to the operation of the FSRU entail:  (i) dredging; (ii) filing; (iii) removal of sand, seashells or vegetation; (iv) reclamation; (v) breaching of sand bars; (vi) installation of oil pipes	Department of Coast Conservation
<b>3.</b>	<b>Subsea and onshore pipelines</b>	
a)	Approval for the constructions and operation of subsea and onshore pipelines (based on the Pipeline route)	
	(i) Letter of Approval	Sri Lanka Ports Authority
	(ii) Letter of Approval	Marine Environment Protection Authority
	(iii) Letter of Approval	Ministry of Power and Energy
	(iv) Environment Impact Assessment (in the event the EIA will not be granted in respect of the Project as a whole including the pipelines due to administrative boundaries).	Central Environment Authority
	(v) Letter of Approval based on the route of the Pipelines	(i) Applicable Local Authority  (ii) Urban Development Authority
	(vi) Letter of Approval/concurrence in the event the proposed Pipeline crossings with Railways, Roads,	(i) Sri Lanka Railway Authority

	water lines	<ul style="list-style-type: none"> <li>(ii) Road Development Authority</li> <li>(iii) National Water Supply and Drainage Board</li> <li>(iv) Ceylon Petroleum Corporation</li> <li>(v) Ceylon Petroleum Storage Terminals</li> <li>(vi) Litogas Lanka</li> </ul>
b)	<p>A Major Permit is required to be obtained in the event the Development Activities in relation to the operation of the Subsea Pipelines would entail:</p> <ul style="list-style-type: none"> <li>(i) dredging;</li> <li>(ii) filing;</li> <li>(iii) removal of sand, seashells or vegetation;</li> <li>(iv) reclamation;</li> <li>(v) breaching of sand bars;</li> <li>(vi) installation of oil pipes</li> </ul>	Department of Coast Conservation
4.	Notice Requirements to the Harbour Master of Port of Colombo in relation to the movement vessels in relation to the operation of the FSRU and inward and outward LNG tankers	Sri Lanka Ports Authority – Harbour Master
5.	Letter of Approval in relation to exclusion zones as regards transportation and handling of high pressure inflammable or explosive materials such as LNG within the port	Sri Lanka Ports Authority
<b>PART B: OTHER GOVERNMENTAL APPROVALS</b>		
1.	[Crewing Requirements]	Ministry of Ports and Shipping
2.	Letter of Approval for a call sign, a Maritime Mobile Service Identification number and a ship station license, for the use of frequency and frequency emitting apparatus on board.	Telecommunications Regulatory Commission of Sri Lanka

3.	Letter of Permission to transfer oil from or to another vessel in any harbour in Sri Lanka between 6.pm and 6.am.	Marine Environment Protection Act, Sri Lanka Ports Authority, Fire Department District Fisheries Extension Office
4.	Clearance letter for the construction of piers, jetties, coast protection structures and marinas.	Ministry of Petroleum Resources Development;
5.	Work Permits for crew	Board of Investment of Sri Lanka.
<b>OTHERS [●]</b>		

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