

決 算 報 告 書

(第 1 期)

自 2017 年 5 月 29 日
至 2018 年 3 月 31 日

ダイヤモンド・ガス・インターナショナル・ジャパン株式会社

東京都千代田区丸の内二丁目3番1号



貸借対照表
第1期 (2018年3月31日現在)

(単位: 円)

科 目	金額	科 目	金額
(資産の部)		(負債の部)	
流動資産	62,941,421	流動負債	2,563,029
現金及び預金	55,413,144	未払金	2,005,205
立替金	5,767,911	未払費用	316,224
未収入金	1,760,366	未払法人税等	241,600
固定資産	34,119,367	負債合計	2,563,029
投資その他の資産	34,119,367	(純資産の部)	
関係会社株式	34,119,367	株主資本	94,497,759
		資本金	50,100,000
		資本剰余金	50,000,000
		資本準備金	50,000,000
		利益剰余金	△5,602,241
		その他利益剰余金	△5,602,241
		繰越利益剰余金	△5,602,241
		純資産合計	94,497,759
資産合計	97,060,788	負債・純資産合計	97,060,788



損益計算書

第1期 (自 2017年5月29日 至 2018年3月31日)

(単位: 円)

科 目	金 額	
販売費及び一般管理費		5,880,194
営業利益		△5,880,194
営業外収益		
受取利息		160
営業外費用		
創立費	1,207,769	
為替差損	33,180	1,240,949
経常利益		△7,120,983
税引前当期純利益		△7,120,983
法人税、住民税及び事業税		△1,518,742
当期純利益		△5,602,241



販売費及び一般管理費の明細

第1期（自 2017年5月29日 至 2018年3月31日）

（単位：円）

科目	金額	摘要
旅費交通費	1,584	
業務委託料	3,500,115	
租税公課	885,998	
税理士報酬	290,000	
支払報酬	1,153,897	
支払手数料	48,600	
計	5,880,194	



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109

株主資本等変動計算書

第1期（自 2017年5月29日 至 2018年3月31日）

（単位：円）

	株 主 資 本						純資産合計
	資本金	資本剰余金		利益剰余金		株主資本合計	
		資本準備金	資本剰余金合計	その他利益剰余金	利益剰余金合計		
				繰越利益剰余金			
当期首残高	-	-	-	-	-	-	-
事業年度中の変動額							
新株の発行	50,100,000	50,000,000	50,000,000	-	-	100,100,000	100,100,000
当期純利益	-	-	-	△5,602,241	△5,602,241	△5,602,241	△5,602,241
事業年度中の変動額合計	50,100,000	50,000,000	50,000,000	△5,602,241	△5,602,241	94,497,759	94,497,759
当期末残高	50,100,000	50,000,000	50,000,000	△5,602,241	△5,602,241	94,497,759	94,497,759



NOTARIAL CERTIFICATE

This is to certify that KOTA YAMADA, who is Chief Executive Officer and Representative Director of Diamond Gas International Japan Co., Ltd., affixed his signature in my very presence to the attached document.

Dated this 25th day of May, 2018.



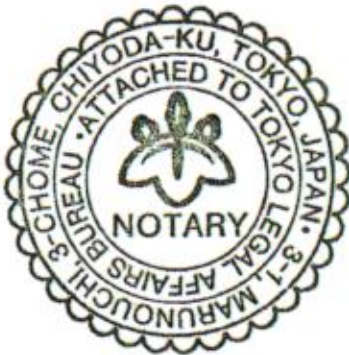
Keiichi Hirabayashi

Keiichi Hirabayashi

NOTARY

3-1, Marunouchi 3-chome,
Chiyoda-ku, Tokyo, Japan

ATTACHED TO
TOKYO LEGAL AFFAIRS BUREAU



TRUE COPY



TRUE COPY





平成30年登簿第 1083 号

認 証

ダイヤモンド・ガス・インターナショナル・ジャパン株式会社代表取締役山田甲太は、当職の面前で、添付書面に自ら署名した。以下余白

EMBASSY OF PAKISTAN, TOKYO

NO. CS-296/ dt. May 28, 2018

The seal & signature of the Ministry of Foreign Affairs (Consular and Migration Policy Division) are attested herewith and not its contents.

よって、これを認証する。

平成30年 5 月 25 日、本公証人役場において
東京都千代田区丸の内三丁目3番1号

東京法務局所属

公 証 人
Notary

平 野 一



KEIICHI HIRABAYASHI

総公証 NO 106114 号

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成30年 5 月 25 日

東京法務局長

秋山 仁美



CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date May 25, 2018

Hitomi AKIYAMA
Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date May 25, 2018

T. TANAKA

Toshie TANAKA

Tokyo, _____
Official
Ministry of Foreign Affairs
(Consular Service Division)



TRUE COPY
NASIR HUSSAIN
Advocate & Notary Public
KARACHI, PAKISTAN



M. ABUBAKAR SIDDIQUE
Commercial Counsellor
Embassy of Pakistan
Tokyo



As of November 2019

Status of Regulatory Approvals				
No.	Authority / Org	Subject	Status	Annexure
1	Port Qasim Authority (PQA)	Various approvals for conducting feasibility, QRA and other studies to establish LNG Floating Terminal on BOT basis at Port Qasim	<ul style="list-style-type: none"> ✓ Provisional NOC Granted ✓ Site Selection. ✓ FEED completed. ✓ Technical Financial Proposal (TFP) Submitted on 26th Nov 2018. ✓ Provisional LOI received on 5th September 2019. ✓ Confirmation of Site Location coordinates dated 14th November 2019 	<ul style="list-style-type: none"> i. Copy of PQA Provisional NOC. ii. Copy of TFP Submission Cover Letter, dated 22nd Nov'19. iii. Copy of Provisional LOI from PQA, dated 5th September 2019. iv. Copy of Confirmation of Site Location Coordinates
2	Ministry of Energy (Petroleum Division)	Capacity Allocation for RLNG transmission/distribution	[Complete] Ministry of Energy Pipeline Conditional Capacity Allocation Letter received on 16 th April 2019.	Copy of MoE Pipeline Conditional Capacity Allocation Letter, dated 16 th April18.
3	Oil and Gas Regulatory Authority (OGRA)	OGRA Provisional License OGRA Sales License OGRA Construction License	<ul style="list-style-type: none"> ✓ Provisional License awarded on 17th August 2019, extension granted on 5th November 2019. ✓ Sales License Application submitted on 1st May 2019. 	<ul style="list-style-type: none"> i. Copy of OGRA Provisional License dated 17th August 2019. Copy of Grant of Extension letter dated 5th November 2019. ii. Copy of Sales License Application Cover Letter, dated 26th April 2019. .
4	Sindh Environmental Protection Agency (SEPA)	Approval of Environmental & Social Impact Assessment (ESIA)	[Complete] SEPA NOC awarded on 11 th September 2019.	Copy of SEPA NOC attached.
5	Sindh Forest Department (SFD)	Confirmation of Cooperation for Tabeer LNG Project	[Complete] Acquired on 23 rd January 2019	Copy of SFD Confirmation of Cooperation.
6	Directorate General Fisheries, Sindh	Support Letter for Tabeer LNG Project	[Complete] Acquired on 27 th July 2018	Copy of Fisheries Dept. Support Letter.
7	Sui Northern Gas Pipeline Limited (SNGPL)	Memorandum of Understanding	[Complete] MoU signed on 28 th February 2019	Copy of MoU letter attached.
8	Sui Sourthern Gas Company Limited (SSGC)	Non-Disclosure Agreement	[Complete] NDA signed on 7 th May 2019	Copy of NDA Cover letter attached.

9	Ministry of Defense	NOC for the Establishment of LNG FSRU Off-shore import terminal on BOT Basis at PQ	[In Process] NOC from Ministry of Defense will be pursued after issuance of Provisional License from OGRA through Ministry of Ports & Shipment	-
10	Ministry of Industries / Chief Inspector Explosives	NOC for the Establishment of LNG FSRU Off-shore import terminal on BOT Basis at PQ	[In Process] Requirements to obtain NOC from Chief Inspector Explosives identified and shall be pursued accordingly	-
11	Naval Head Quarters	NOC for the Establishment of LNG FSRU Off-shore import terminal on BOT Basis at PQ	[In Process] This shall be correlated with the NOC from Ministry of Defense Requirements to obtain NOC from NHQ identified and shall be pursued accordingly	-
13	City District Government Karachi (CDGK)	NOC for the Establishment of LNG FSRU Off-shore import terminal on BOT Basis at PQ	[In Process] Requirements to obtain NOC from CDGK Karachi identified and shall be pursued accordingly	-



GATEWAY TO NATIONAL PROSPERITY

PORT QASIM AUTHORITY

114

No. POA/BSP/184/2017

Dated 2nd March 2018

M/s Tabeer Energy (Private) Limited

Floor # 14-A, The Harbour Front,
Dolmen City, HC-#, Block-4, Scheme-5,
Clifton, Karachi 75600, Pakistan

Fax No. +92-21 35294380

Subject: PROVISIONAL NOC FOR CONDUCTING FEASIBILITY, QRA & OTHER STUDIES TO ESTABLISH LNG FLOATING TERMINAL ON BOT AT PORT QASIM

1. Please refer to M/s Tabeer Energy (Private) Limited letter No. TEPL-PQA/LTR-0001 dated 15th January, 2018, showing an interest to establish FSRU based LNG Import Terminal on the proposed site at PQA.

2. Port Qasim Authority is pleased to convey its intent to permit M/s Tabeer Energy (Private) Limited to carry out Feasibility and detailed Quantitative / Qualitative Risk Assessment (QRA) and other studies for Chara Chan-Waddo Channel / Jhari Creek.

3. It is the responsibility of M/s Tabeer Energy (Private) Limited to carryout necessary dredging for safe unloading of vessels at the explored LNG Terminal site and ensure safe passage and clearance for other channel users / vessels while considering the current hydrographic conditions after requisite studies. The type of vessels to be handled are subject to Full Mission Bridge Simulations (FMBS) studies with existing channel parameters.

4. For this purpose, the basic requirements / pre-requisites are identified not limited to the following:

- a. Submission of Feasibility Study with Hydraulic / Hydrodynamics and Sedimentation report justifying the viability of the Project at the proposed site, having no adverse effect on adjoining areas / existing terminals.
- b. Submission of detailed QRA of the specific Site, meeting all the requirement of Safety and Security in respect of LNG Ship's movement in PQA notified limits according to the International Standards.

5. The required studies as indicated above are the basic requirements / pre-requisites for the effectiveness of the NOC and its subsequent approval. It may be clarified that this Provisional NOC is conditional, subject to approval and vetting / clearance of your study reports by the PQA LNG Experts / Consultants, Ops and Technical Division of PQA. The required studies as identified above shall be submitted to Port Qasim for evaluation and vetting as indicated.

6. Further, the study should cover all aspects relevant to the Feasibility of project at the proposed site. Salient guideline scope of QRA is given in the following paragraphs but not limited to:

- a. Review the suitability of the navigational channel, approaches, turning circle and passing bays.



PORT QASIM AUTHORITY

GATEWAY TO NATIONAL PROSPERITY

- b. Review the physical characteristics of the Site, dredging requirements, environmental issues / problems, proposal for mitigation and suitability of Harbour facilities at the above location, with cost implications.
- c. Technically, define the relevant aspects of the proposed Site, addressing mainly the following aspects, in compliance with SIGTTO and other relevant technical codes and standards of LNG Policy 2011, Ministry of Petroleum & Natural Resources, Government of Pakistan:
 - i. Existing Port layout, resources, ship traffic profile and distribution.
 - ii. Draught, water depth & passing traffic requirements for LNG carriers.
 - iii. Trestle and jetty head location.
 - iv. Application of SIGTTO guidelines for LNG Terminal, its sitting in a sheltered locations, with particular emphasis on the risks and mitigation measures, on the following but not limited to:
 - a) LNG vessel collision with other traffic in the PQA Channel.
 - b) LNG grounding
 - c) LNG vessels struck at berth
 - d) LNG vessels Cargo tank penetration and loss of Content.
 - e) LNG spill during unloading
 - f) Moving of other Cargo / LNG ships near to the berthed LNG ship.
 - g) Hazards (Fire or any other) consideration to IEZ, PEZ, Flammability and Radiation Zones for LNG.
 - h) Developers will have to accommodate their LNG Vessels and its operation within the channel design parameters, subject to clearance by QRA study for the LNG Terminal.
 - i) Provide qualitative & potential existing & future mitigation measures in order to nullify the negative aspects of the analysis that may occur due to this project.
7. Ensure that the Engineering design, construction and operations of all features of the Project including dredging, land reclamation, jetty facilities, re-gasification system, pipe and approach trestle / submerged pipeline(s), all related infrastructure facilities between the Terminal and onshore area are all in accordance with PQA Guidelines and International LNG Safety & Security Criteria and best engineering practices.
8. This NOC by PQA is exclusively for Floating LNG facility, subject to approval from concerned agencies e.g. SSGC, OGRA, Ministry of Maritime Affairs, Ministry of Defence, SEPA/EPA etc. which shall have to be obtained by M/s Tabeer Energy (Private) Limited. Government of Pakistan LNG Policy, 2011 and Safety & Security criteria for establishment of LNG Terminal in Port Qasim shall be adhered to.
9. In view of the above, PQA hereby conveys NOC for carrying out Site specific Feasibility and detailed QRA for establishment of LNG Terminal at Port Qasim, which will be subject to:
 - a. The vetting of the proposed Site by LNG Experts / Consultants, Ops and Technical Division of PQA.



PORT QASIM AUTHORITY

GATEWAY TO NATIONAL PROSPERITY

- b. Assurance / Ensuring of safety standards as per International Criteria will be your responsibility.
- c. Make changes to the conditions / requirements for qualifications for LNG Terminal, any time before the I.A. However, PQA shall not be in any way responsible for technical, operational, environmental, financial, safety and security aspects related to this project.
- d. Clearance of other Terminal operator's complaint or complaint in public hearings, if any in the specific Site area.
- e. Approval / clearance of GOP, Ministry of Maritime Affairs, Ministry of Defence and other relevant Government agencies.
10. This NOC is valid for 09 months from the date of issuance of this letter and it may be ensured that field work after approval of concerned departments is to start within 03 months period in which all-requisite process of submission of Feasibility reports, EIA and detailed QRA will be completed.
11. This is clarified that:
- a. LNG Developer shall not have a vested right to the selected / identified Site in the absence of the Implementation Agreement, to be signed between PQA and M/s Tabeer Energy (Private) Limited.
- b. LNG Developer should select a Site away from the already established LNG Terminals and allotted LNG Sites by complying the international codes & standards and determination of IEZ & PEZ. The allocated location of LNG Sites are:
- i. 24° 46' 31.00"N 67° 17' 13.64"E
 - ii. 24° 43' 15"N 67° 13' 43.78"E
- c. The LNG Sites proposed by perspective developers which are under investigation are:
- i. 24° 46' 17.50"N 67° 16' 58.37"E
 - ii. 24° 46' 08.82"N 67° 17' 15.58"E
 - iii. 24° 46' 18.70"N 67° 17' 41.04"E
- d. LNG Developer will be informed any other development in nearby vicinity so that they can cater for in their studies.
- e. The Company is also required to provide Technical proposal with probable design, Financial proposal with status and cost of the Project and Company profile.
12. Please convey your acceptance in writing within 20 (twenty) days of receipt of this letter for provisional NOC on the terms and conditions as explained above.



GATEWAY TO NATIONAL PROSPERITY

PORT QASIM AUTHORITY

13. This provisional NOC is liable to termination in case your written consent is not received within 20 (twenty) days of receipt of this provisional NOC or any breach of terms and conditions of this NOC.

14. This provisional NOC will not be construed to any kind of approval, but it is subject to approval of the Competent Authority, after fulfillment of all required formalities / conditions, as explained above.


(Sirajuddin Chaudhry)
Secretary

November 22nd, 2018

To:

Director,
Private Sector Projects (PSP),
Port Qasim Authority (PQA),
Bin Qasim, Karachi (75020),
Pakistan

TEPL-PQA/LTR-0011

Your Ref: PQA/PSP/484/2017 dated 2nd March 2018

Our Ref: TEPL-PQA/LTR-0002 dated 15th March 2018

Strictly private and confidential

Subject: **Submission of Technical and Financial Proposal Package for establishment of an LNG Project on BOT at Port Qasim and Request for Letter of Intent (LOI)**

Dear Sir,

With reference to:

- a) the permission (Provisional NOC) accorded by the Port Qasim Authority (herein after referred to as "PQA"), vide the annexed letter no. PQA/PSP/484/2017 dated 2nd March 2018 (**Annexure D**) and the conditions mentioned therein; and
- b) our response vide the annexed letter no. TEPL-PQA/LTR-0002 dated 15th March 2018 (**Annexure E**),

Tabeer Energy (Private) Limited, herein after referred to as "TEPL", a company incorporated and existing under the laws of Pakistan and a wholly owned subsidiary of Mitsubishi Corporation, is pleased to submit before the PQA, the following documents in support of TEPL's bid for the establishment of an LNG Import Terminal:

- (i) TEPL letter dated [insert] (Ref: TEPL/PQA/LTR-0011-A) (**Annexure-A**) enclosing the 'Bid Money' in the form of a Pay Order in the name of Port Qasim Authority in the amount of Pakistani Rupees One Million (1,000,000) Only;



- (ii) TEPL letter dated [insert] (Ref: TEPL/PQA/LTR-0011-B) enclosing TEPL's "Technical Proposal" (**Annexure-B**); and,
- (iii) TEPL letter dated [insert] (Ref: TEPL/PQA/LTR-0011-C enclosing TEPL's "Financial Proposal" (**Annexure C**).

We confirm that Annexures A, B, and C have been prepared in compliance with and subject to:

- a) The Guidelines for Preparation of Proposal on BOT Basis, issued by PQA in 2011, for establishment of LNG Terminal at Port Qasim, and the conditions mentioned therein;
- b) The Government of Pakistan's Liquefied Natural Gas (LNG) Policy 2011, and the directions accorded therein;
- c) the permission (Provisional NOC) accorded by the PQA, vide the annexed letter no. PQA/PSP/484/2017 dated 2nd March 2018 (**Annexure D**), and the conditions mentioned therein; and
- d) other relevant international and local rules and regulations pertaining to the project nature, and are submitted to, and are to be read by PQA as a package.

In addition, Annexures A, B, and C, along with their corresponding sub-annexures, have been referenced on the checklist titled "Technical and Financial Proposal Checklist" and enclosed herewith (**Annexure F**). While preparation of such a checklist is not a PQA requirement, we trust that the checklist will enable PQA to evaluate the submitted documents and confirm TEPL's compliance with the applicable guidelines and directions, in a swift and precise manner.

TEPL, the project developer, is engaged in establishing the first Integrated LNG Project in Pakistan on a fast track basis. To help meet Pakistan's growing energy demand, TEPL has strategically planned for the project to be located at the Chann Wadoo Channel; as explained in the proposal, this yields maximum stability of operations and gas supplies for Pakistan, as well as cater to potential future capacity expansion. We trust that the PQA will find TEPL's proposal, including the selected LNG Import Terminal location, aligning with this intent. To facilitate the import of LNG for the Integrated LNG Project, TEPL has also obtained:

1. The Conditional Pipeline Capacity Allocation from the Ministry of Energy, Government of Pakistan to utilize 700 to 1,000 MMCFD of RLNG transportation infrastructure, dated 16th April 2018- (**Annexure G**); and
2. The OGRA Provisional License for the Integrated LNG Project in Pakistan, on 17th August 2018- (**Annexure H**).

Mitsubishi Corporation, through TEPL has, and is continuing to expend significant funds (currently in excess of 10 Million US Dollars), to ensure that TEPL's Integrated LNG project and associated techno-commercial feasibilities, are in compliance and adherence with the best local and international practices including safety and security practices.

We trust that the documents submitted herewith, from (i) to (iii), satisfy the requirements of PQA for the award to TEPL of the Letter of Intent (LOI) to establish the LNG import terminal on BOT Basis.

We would appreciate PQA expediting its review and assessment of TEPL's proposal, and the awarding of the requested LOI to enable TEPL to continue progressing development of the Integrated LNG Project on a fast track basis. Furthermore, we confirm that in the event of the successful award to TEPL of the LOI, TEPL has the necessary and experienced personal and resources available to ensure that the PQA requirements pursuant to the LOI are met.

Should you require any further information, or would like to discuss any part of TEPL's proposal, please don't hesitate to contact:

(1) Saad Ahmed Qazi
+92-301-8210809

or

(2) Muhammad Ali Aftab
+92-300-8299265

121
Yours Faithfully,

TABEER ENERGY (PRIVATE) LIMITED



Kosuke Makino

Chief Executive Officer (CEO)

Tabeer Energy (Pvt.) Ltd.

Copy to:

1. Federal Secretary, Ministry of Maritime Affairs
2. Chairman, Port Qasim Authority
3. Chief Executive for Pakistan, Mitsubishi Corporation

Annexures:

- A. "Bid Money" - TEPL/PQA/LTR-0011-A
- B. "Technical Proposal" - TEPL/PQA/LTR-0011-B
- C. "Financial Proposal" - TEPL/PQA/LTR-0011-C
- D. "PQA Provisional NOC to TEPL" - PQA/PSP/484/2017
- E. "Acceptance of NOC by TEPL" - TEPL-PQA/LTR-0002
- F. "Technical & Financial Proposal Checklist"
- G. "Ministry of Energy's Pipeline Capacity Allocation to Mitsubishi Corporation's Integrated LNG Project" - NG(II)-16(3)/18-RLNG-INFRA-Pt
- H. "OGRA Provisional License to TEPL Integrated LNG Project" - OGRA-9-(123)-LNG/2018

Tabeer Energy (Pvt.) Limited

Floor # 14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi (75600), Sindh, Pakistan
Tel: (92-21) 35294361-7 | www.tabeerenergy.com



PORT QASIM AUTHORITY

122

Gateway to National Prosperity

No. PQA / PSP / 484 / 2017
Date: 05th September 2019

M/s Tabeer Energy (Private) Limited
Floor No.14-A, Harbour Front
Dolmen City, HC No. Block-4, Scheme-5
Clifton Karachi, 75600, Pakistan

Subject:- **ESTABLISHMENT OF FLOATING / OFFSHORE LIQUEFIED
NATURAL GAS TERMINAL ON BOT BASIS AT PORT QASIM -
PROVISIONAL LETTER OF INTENT (LOI)**

1. The Port Qasim Authority hereinafter referred to as "PQA" conveys its intent to permit M/s Tabeer Energy (Private) Limited hereinafter referred to as "Company" to furnish Technical & Financial Proposals as per attached Project Guidelines 2019 for establishment of a dedicated LNG Facility hereinafter referred to as the "Terminal" on Build, Operate and Transfer (BOT) basis at Port Qasim, Karachi. This Provisional Letter of Intent (LoI) is with reference to your QRA studies submitted vide letter dated 22-11-2018 and PQA Provisional NOC dated 03-03-2018 subject to fulfillment of the following requirements:

i. Concession Fee in shape of Pay Order – Non refundable

Company is required to submit a mandatory Concession Fee of US\$ 10 Million to Port Qasim out of which US\$ 02 Million within a period of 60 days after the issuance of this letter and US\$ 08 Million on signing of Implementation Agreement (IA). In case of non-submission of US\$ 02 Million this Provisional LOI stands revoked automatically. In case of non-issuance of LOI by PQA due to any reason, US\$ 02 million will be refunded.

ii. Performance Bond

- a) A mandatory Performance Bond of **US\$ 10 Million** is to be submitted on the date of signing of IA.
- b) The Performance Bond shall be forfeited and en-cashed in case of failure to operationalize and commission Terminal within 24 months from the date of signing of IA.

iii. Liquidated Damages

In case of delay to commission the Terminal within 24 months after signing of IA, liquidated damages at the rate of US\$ 10,000 per day will be imposed till commissioning of the Terminal.

iv. Minimum Guaranteed Throughput

Minimum Royalty will be charged on 250 mmcf/d and secured through Bank Guarantee (BG) of US\$ 3 Million to remain valid throughout the concession period. The amount of BG will increase 25% correspondingly after every five year

v. Royalty and payments to PQA

Royalty shall be charged at the rate of **US\$1.9 per tonne** (Excluding taxes) and is payable on monthly basis. The Royalty rate will increase 25% every five years.

The LNG Terminal developer shall bind the shipping lines & consignees to pay berthage, pilotage, wharfage and all other applicable charges to PQA @ prescribed gazetted notified rates, revised from time to time.

For



PORT QASIM AUTHORITY

Gateway to National Prosperity

vi. Site allocation

- a) Company is allocated site No.6 (your original site) against which Company has already conducted & submitted QRA. Maintenance of minimum distance of 750 meters from Terminal Opposite and 615 meters from terminal in line is mandatory. Company has to conduct / update QRA to Site specific, FMBSS & relevant studies duly vetted by PQA appointed Consultant. The site allocation may be subject to adjustment & modification as required after the receipt of Report from M/s HR Wallingford for deepening, widening & straightening of main Navigational Channel and Commissioning of Alternate/ New Inner Navigation Channel.
- b) Company and its subsidiaries (if any) is required to clear all outstanding dues against Port Qasim Authority and any other Government institution. An affidavit in this respect is to be provided.
- c) Dredging of the Berthing Basin including the Approach to the Terminal Jetty from Navigational Channel shall be the Company responsibility.
- d) Company should not be in any legal / quasi legal dispute with PQA and not be blacklisted / convicted by any other Government institution / Court of Law, if under investigation by any Government Institution, Company has to declare the details. An affidavit in this respect is to be provided.

vii. Prospective LNG Terminal Developer

To qualify as the prospective LNG Developer, Company has to first agree to forego, revoke, cancel any and all rights that Company may have in respect of the QRA & or any respective site for which Company possesses any vested right from any government regulators including Port Qasim Authority from whom Company may claim to have obtained any approvals for sites etc in respect of the development of the LNG Terminal. The acceptance of this Provisional LOI should state categorically the agreement to above.

viii. Approvals required

It will be sole responsibility of the Company to carry out all the requisite / relevant studies with regard to the Site and seek the necessary/requisite permissions as under applicable laws and policies, including Full Mission Bridge Simulation Study (FMBSS) in order to confirm the site technically and operationally being feasible and secure, and in consonance with the outcome and findings of 'channel deepening and widening study'; carried out by M/s HR Wallingford and any necessary adjustment needed to be made with respect to site location thereof. All studies shall be witnessed / vetted by PQA approved Consultant at the cost of the Company.

2. Acceptance of Provisional LOI

Acceptance of the terms and conditions of this Provisional Letter of Intent should be conveyed within a period of 14 days along with signed and stamped Project Guidelines 2019. The Company is required to submit their Technical & Financial Proposals as per the Project Guidelines 2019 and Concession Fee as mentioned above within 60 days from the date of issuance of this Provisional LOI. The failure to convey acceptance for any reason within 14 days or failure to supply the Concession Fee along with proposals would be considered as non-acceptance and will result in cancellation of this letter without liability of any sort to the Government of Pakistan or its agencies or PQA.



PORT QASIM AUTHORITY

124

Gateway to National Prosperity

3. **PQA's Consultant**

PQA will appoint Consultant for vetting of design and monitoring of construction activities. The charges for PQA Consultant will be 1.0% of the actual Project cost and shall be borne by the Company as per the Project Guidelines.

4. **Termination**

This Letter shall stand terminated if it is not accepted by Company within time allowed unless extended by PQA.

5. In case approval for the Project is withdrawn by the GoP for any reason, Company will not claim any cost or other expenditure which Company may have incurred in preparation of proposals or any other matter in connection with this Project.

6. The above terms are not exhaustive. PQA may make reasonable additions before the execution of the Implementation Agreement and these will be deemed to be part of this letter.

7. This Provisional LOI is issued based on the fact that Company QRA is individually feasible, however, final LOI will be issued after due evaluation of technical and financial proposals as per the Project Guidelines and combined assessment of all existing and upcoming LNG terminals by PQA appointed consultants.

Encl: As above


(Syed Aijaz Ali Rizvi)
Secretary



PORT QASIM AUTHORITY

Gateway to National Prosperity

No PQA/RSP/480/2017
Dated: 14th November, 2019

M/s. Tabeer Energy (Private) Limited
Floor No.14-A, the Harbour Front
Dolmen City, HC No Block-4, Scheme-5
Clifton, Karachi, 75600, Pakistan

SUBJECT: CONFIRMATION OF SITE LOCATION COORDINATES

I am directed to refer to Tabeer Energy Private Limited letter dated 5th November 2019 on the subject cited above

2. It is stated that PQA has already intimated M/s. Tabeer Energy (Private) Limited that the Site No.6 has been allocated as per your QRA study vide letter of even number dated 05th September 2019. The Site allocation may be subject to adjustment and modification as required after the receipt of Report from M/s. HR Wallingford for deepening, widening and straightening of main Navigational Channel and Commissioning of Alternate / New Inner Navigational Channel.

Encl: As above


(Syed Aijaz Ali Rizvi)
Secretary

126

No. NG (II)-16(3)/18-RLNG-INFRA-Pt
Government of Pakistan
Ministry of Energy - - Petroleum Division
(Policy Wing)
Directorate General of Gas
First Floor, Petroleum House, Ataturk Avenue G-5/2
* * *

Islamabad, the 16th April, 2018

✓ **Mr. Kota Yamada,**
General Manager,
Global Marketing Department,
M/s Mitsubishi Corporation,
3-1, Maunouchi 2-chome, Chiyoda-ku,
Tokyo.

Subject: **MITSUBISHI CORPORATION INTEGRATED LNG PROJECT – PIPELINE CAPACITY ALLOCATION**

Dear Sir,

I am directed to refer to your letter No. MC-MOE/2018/001 dated 15.03.2018 on the subject cited above and to state that the Government has implemented a RLNG pipeline infrastructure project which will cater for transportation of 1.2 BCFD Gas/RLNG from LNG Terminals at Karachi to Lahore. In addition, two gas pipeline infrastructure projects of 1.2 BCFD capacity each are being implemented; one is on BOOT basis to be undertaken on Government-to-Government basis and the other is on EPC Contract basis to be undertaken by SSGCL and SNGPL in their franchise areas. Post implementation of these projects by mid of 2019, a total of 3.6 BCFD pipeline capacity will be available for transportation of Gas/RLNG from Karachi to Lahore. Further, substantial gas swap capability between SSGC and SNGPL will also become available by 2018.

2. In view of the above, the Government would make available the requested pipeline capacity of 700 to 1000 MMCFD for transportation of RLNG from the Project subject to execution of Gas Transportation Agreement (GTA) with the Gas Transporter Company(s) and its approval by the concerned Regulator. Since these pipeline projects are capital intensive, the Shipper/LNG Developer/LNG Importer/RLNG Seller will have to provide a firm commitment of its LNG Regasification Terminal project in a form acceptable to the Gas Transporter Company(s) and keep a close liaison with the Gas Transporter company(s) to keep it informed of the Project FID, implementation of milestones and commissioning dates.

Yours truly,



(Abdul Rasheed Jokhio)
Director (Tech)

cc:

- i. Chairperson, OGRA, Islamabad.
- ii. Managing Director, M/s SSGCL, Karachi
- iii. Managing Director, M/s SNGPL, Lahore
- iv. PS to Secretary Petroleum Division
- v. PS to Addl. Secretary (P) Petroleum Division
- vi. PA to DG (Gas) Petroleum Division



MR. KOTA YAMADA

Chief Executive

TABEER ENERGY (PRIVATE) LIMITED

Floor # 14A, The Harbour Front, Dolmen City,

HC-3, Block-4, Scheme-5, Clifton,

Karachi, Pakistan.

Subject: **APPLICATION FOR GRANT OF PROVISIONAL LICENCE FOR AN INTEGRATED PROJECT IN PAKISTAN**

Dear Sir,

Please refer to your letter No. TEPL-OGRA/2018LTR001 dated 21st March 2018 pertaining to the above subject.

2. Since your company has fulfilled the requirements of Rule 33 (1) & (2) of OGRA (LNG) Rules, 2007, therefore, the Authority is pleased to grant you this provisional permission/ Provisional License for the purposes of facilitating for filing of a formal request to undertake the regulated activities and to facilitate the import of LNG into Pakistan through your Integrated LNG Project.

3. This Provisional License will be valid for a maximum period of 12 months from the date of its issuance and during this period you are requested to complete all formalities required under OGRA (LNG) Rules, 2007 for submission of request for issuance of Construction Licence.

Yours faithfully,

RAHIL PITAFI

Asstt. Executive Director (LNG)



23rd July 2019

To:
The Registrar
Oil & Gas Regulatory Authority,
54-B, Fazal-e-Haq Road, Blue Area
Islamabad, Pakistan

Ref no: TEPL-OGRA/LTR-0005

Subject: OGRA Provisional License – Progress of the Project / Application for Extension

Dear Sir,

With reference to your letter no. OGRA-9-(123)-LNG/2019, dated 8th July 2019, please find TEPL's response below:

1. TEPL extends its appreciation to OGRA for meeting with us on 9th July 2019 and guiding us with regards to the way forward for the application of the OGRA Construction License.
2. TEPL recognizes the fast approaching expiry of the Provisional License, awarded to TEPL by OGRA on 17th August 2018, and duly attaches herewith updated Project Progress sheet for the Authority's reference. [Annexure A]
3. While originally TEPL intended to file an application for Construction License before the expiry of the Provisional License, the non-issuance of the Letter of Intent (LOI) from Port Qasim Authority (PQA) has prevented TEPL from fulfilling the requirement of securing site approval and therefore renders it necessary to apply for an extension of Provisional License:
 - In line with all the applicable and relevant rules and regulations, including but not limited to Pakistan LNG Policy 2011 and PQA's Guidelines for Technical Financial Proposal (TFP), TEPL submitted its application for TFP on 26th November 2018.
 - TEPL, however, has not received any official response or feedback on our TFP or our request for the issuance of the LOI for over seven months. The only official letter received from PQA has been an intimation of 'Technical Study' to identify 'LNG Zone,' vide letter no. PQA/PSP/484/2017 dated 8th February 2019. [Annexure B]
4. Given the lack of clarity on the subject of issuance of the LOI despite extensive efforts made, and further taking into account the subsequent guidance provided by OGRA in the aforementioned



TABEERENERGY

meeting, TEPL hereby, to the Authority, extends its request for extension of Provisional License for a period of one (1) year.

5. We are available to provide further clarification and/or information on request.

Yours Faithfully,

TABEER ENERGY (PRIVATE) LIMITED

Kosuke Makino
Chief Executive
Tabeer Energy (Private) Limited

Annexure:

- A. Tabeer LNG Project – Progress Sheet
- B. PQA – TEPL Letter No. PQA/. PSP/484/2017, dated 8th February 2019

Tabeer Energy (Pvt.) Limited

Floor# 14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi (75600), Sindh, Pakistan
Tel: (92-21) 35294361-7 | www.tabeerenergy.com

To
The Registrar
Oil & Gas Regulatory Authority
54-B, Fazal-e-Haq Road,
Blue Area, Islamabad

Date: 26th April 2019
Ref: TEMPL-OGRA LTR-003



Subject: Application: Grant of License for Sale of Natural Gas/RLNG in Pakistan

Dear Sir / Madam,

Tabeer Energy Marketing (Private) Limited (TEMPL), a company incorporated and existing under the laws of Pakistan, is pleased to apply to the Oil and Gas Regulatory Authority (OGRA), for the grant of license for the Sale of Natural Gas/RLNG in Pakistan.

Mitsubishi Corporation currently engages in the development of Pakistan's first fully integrated LNG terminal and to date has set up two wholly owned subsidiaries, Tabeer Energy (Private) Limited (TEPL) and TEMPL. TEPL is responsible for providing terminal and LNG regasification services to TEMPL, while TEMPL is set up to market the RLNG within Pakistan upon procuring LNG from Diamond Gas International (Singapore), which is also a 100% owned gas marketing wing of Mitsubishi Corporation. With the grant of aforementioned license, TEMPL will be in a position to supply RLNG/LNG to customers in Pakistan.

In lieu of the aforementioned, TEMPL submits before the Authority:

1. The subject application cover letter for the grant of Sales License under Rule 4(1) of the Natural Gas Regulatory Authority (Licensing) Rules 2002 (referred to as NGRA 2002 from here onwards). **[Annexure A]**
2. A duly completed Schedule-1, License Application Form, as required under Rule 4(2) of (NGRA 2002). **[Annexure B]**
3. A fee in the sum of Five Hundred Thousand/500,000 Pakistan Rupees only, required under Rules 29 & 33 of NGRA 2002. **[Annexure C]**
4. Application Package in the prescribed format, along with accompanying information filed under Rule 4 of the NGRA 2002 and under requirement of Article 5.1, LNG Policy 2011. **[Annexure D]**

TEMPL is available to provide additional information/documents required by the Authority.

ATTESTED
Muhammad Naeem (Advocate)
K.A. LL.B. HC-326
NOTARY PUBLIC
KARACHI-PAKISTAN



TABEERMARKETING

Mitsubishi Corporation's confidence in Pakistan has been unwavering since its establishment in Pakistan in 1958. We trust that the OGRA would facilitate our interest towards growing our relationship with the country only from strength to strength.

Sincerely,

Tabeer Energy Marketing (Private) Limited

Kosuke Makino
Chief Executive Officer
Tabeer Energy Marketing (Private) Limited



Tabeer Energy Marketing (Pvt.) Limited
14th Floor, The Harbour Front, HC-3, Dolmen City, Block-4, Scheme-5, Clifton, Karachi
Tel: (92-21) 35294361-7 | www.tabeereenergy.com



SINDH ENVIRONMENTAL PROTECTION AGENCY GOVERNMENT OF SINDH

HEAD OFFICE:Plot # ST-2/1, Sector- 23, Shan Chowrangi,
Korangi Industrial Area, Karachi.

Ph: 35065950, 35065598, 35065532

epasindh.gov.pk

Facimile: 35065940

Karachi, the 11th September, 2019**SUBJECT: - DECISION ON ENVIRONMENTAL AND SOCIAL IMPACT
ASSESSMENT (ESIA)..**

1. **Name & Address of Proponent:** Mr. Kosuke Makino,
Chief Executive Officer,
M/s. Taber Energy Private Limited,
Floor # 14-A, The Harbour Front, Dolmen City,
HC-3, Block-04, Scheme-5, Clifton, Karachi.
2. **Description of Project:** Construction of Integrated LNG Terminal Project
3. **Location of Project:** Chhan Waddo – Chara Creek, Port Qasim Karachi.
4. **Date of Filing of ESIA:** 08th November, 2018
5. After careful review of the ESIA report, Sindh Environmental Protection Agency (SEPA) accords its Approval subject to the following conditions:
 - i) Mitigation measures recommended in the ESIA report will be strictly adhered to minimize any adverse impact on marine as well as terrestrial environment. Sindh Environmental Quality Standard (SEQs) as well as International standards and conventions for control of marine pollution shall be adopted and followed in letter and spirit.
 - ii) Discharging and dumping of any kind of waste material into harbor waters will not be allowed, all importing ships will compile international maritime standards for disposal of their waste.
 - iii) Design of project will be done strictly in total compliance with the codes and standards defined by Pakistan LNG Policy 2011 including SIGTTO (Society of International Gas Tankers and Terminal Operators), NFPA 59 A and PIANC codes and guidelines, besides all other relevant national and international rules, codes and regulations as well as industry best practices.
 - iv) M/s Taber Energy (Pvt.) Limited shall appoint an Independent Environmental Monitoring Consultant (IEMC) to ensure compliance of the Environmental Management Plan. Monitoring Reports shall be submitted to SEPA on fortnightly basis during the construction phase of the project.
 - v) Dredged material will be disposed at the site designated by Port Qasim Authority (PQA) under the masterplan of PQA and construct a cofferdam on international standards taking due consideration of the following aspects:
 - Placement of Geo-textile material around the bund is to be ensured.
 - Integrity of cofferdam to be ensured all the times so that dredged material does not seep / leaked into the adjoining areas/creeks/channel.

Hayat

- 133
- In case, if there is any leakage of dredged material into the channel / adjoining areas, dredging works must be immediately suspended till clearing of material from the affected area.
 - The pipes laid to transport dredged material upto dumping site should be submerged upto safe depth to keep the creek navigable.
 - Dredged material shall not be disposed of over mangroves.
- vi) The Proponent will ensure state-of-the-art and international standards for safety of terminal, storage facility and all other installation to prevent any safety related hazard. To cope with the hazard, an emergency response and contingency plan must be developed and shared with concerned authorities. Proper Coordination must be maintained with PQA.
- vii) The seismic risk factor will be taken into account during the designing of structural facilities.
- viii) Adequate and proper maintenance of all pumps, valves and pipelines must be ensured to limit any fugitive natural gas emissions.
- ix) An effective solid waste management system will be developed which would cater to collection, transfer, recycling and final disposal of waste to a designated landfill site.
- x) The Proponent will ensure that adequate passage is provided to avoid disturbance to fishing boats and other maritime activities in the area, if any. For this purpose, dimension of terminal, storage vessel, berthing of importing ship and distance for security buffer will be kept to optimum requirement. The construction and operation of proposed LNG terminal must not pose any threat to the livelihood of local fishermen and fighting communities.
- xi) Corporate Social Responsibility (CSR) Plan will be prepared and submitted to SEPA within 06 months from date of issuance of this approval. The plan must focus on projects of community interest and prepared in consultation with community members and Sindh Fisheries Department and be implemented through WWF Pakistan. A reasonable percentage from the project cost shall be allocated for implementation of community projects and a separate fund will be established.
- xii) 100% unskilled and semi-skilled jobs will be offered to the local communities.
- xiii) Cutting of mangroves will be minimized by applying suitable mitigation measures for construction of terminal and associated installation.
- xiv) M/s Tabeer Energy (Pvt.) Limited will utilize the clearance available within the mangroves plantation for passing the pipeline from terminal facilities to the onshore transportation facilities. Any damage to the mangrove plantation during the laying of pipeline will have to be compensated by planting mangroves under the supervision and certification of Sindh Forest Department and monitoring by IEMC. For this purpose, funds will be allocated ensure to maximum survival rate and monitoring till their sustainable growth.
6. This approval shall be treated as null and void if the conditions mentioned in this approval are not complied with or any violation of SEP Act, Rules, Regulations, Guidelines and instructions is observed by this office.

Hayat

134

7. The proponent shall be liable for compliance of Section 14, 15, 19 and 18 of EIA / IEE regulation 2014, which direct for condition for approval, confirmation of compliance, entry inspection and monitoring.
8. This approval is only for construction/installation phase. The proponent shall obtain approval for operational phase in accordance with regulation 14(2)(b) and regulation 19 of Review of EIA/IEE Regulations 2014.
9. SEPA reserves the right to issue instructions for an independent audit.
10. SEPA reserves the right to stipulate additional conditions, if found necessary and the company/ project proponent in a time bound manner will have to implement those conditions.
11. This approval does not absolve the proponent of the duty to obtain any other approval or consent that may be required under any law in force.

DIRECTOR GENERAL

Cc...

1. The Director, Regional Office Karachi, Sindh EPA (for information and strict compliance).
2. Master file (P.A. to Director General, Sindh EPA for record)
3. Office copy



Assistant Director (Technical)



Phone: 021-34110196
www.sindhforest.gov.pk

OFFICE OF THE
CHIEF CONSERVATOR OF FORESTS SINDH
MANGROVES & RANGELANDS
KARACHI



No: D.IV (a)/- 462

2018-19 Karachi, dated:

23-01-2019

To,

Mr. Kosuke Makino
Chief Executive
Tabeer Energy Private Limited
Karachi

SUBJECT: - REQUEST FOR CONFIRMATION OF COOPERATION


Reference: - Your letter No. TEPL-Forest Department/LTR-0001 dated 08.01.2019.

In continuation of earlier correspondence, above letter and due to change in the option from Route No.1.2 to 1.4, it is apprised that the valuation of mangrove trees coming in the way of Route No. 1.4 having an area of 9.08 ha would be Rs. 1.816 million, that could be deposited into a/c No. 1 of Govt. treasury after the time of entering in MoU with Sindh Forest Department.

2/- The total environmental cost of proposed route i.e. 1.4 having an area of 9.08 ha as mentioned in your letter para c comes to US \$ 572,040/- which will be incurred on the development of new mangroves, rehabilitation of existing mangrove plantations and community incentive programmes.

3/- The total amount mentioned in para 1 & 2 will be final and no additional cost other than mentioned above will be claimed.

4/- This is for your information and further necessary action.


(RIAZ AHMED WAGAN)
CHIEF CONSERVATOR OF FORESTS SINDH
MANGROVES & RANGELANDS
THE KARACHI

C.C.

Secretary, Forest & Wildlife Department, Government of Sindh, Karachi

130

**OFFICE OF THE CHIEF CONSERVATOR OF FORESTS SINDH MANGROVES AND
RANGELANDS @ KARACHI**

No.BI(d) Estt: 462 of 18-19
Dated, 23rd January, 2019

To

Kota Yamada
Chief Executive,
M/s Tabeer Energy (Pvt) Ltd.
Floor # 14-A, The Harbour front, Dolmen City,
HC-3, Block-04, Scheme-5 Clifton Karachi.

**SUBJECT: NO OBJECTION CERTIFICATE (NOC) FOR LAYING OF RLNG
PIPELINE FOR PROPOSED LNG IMPORT TERMINAL AT PORT
QASIM, KARACHI BY M/S TABEER.**

**Reference Letter No. TEPL-Forest Department/ LTR-0001, dated, 1st May 2018 and
permission accorded by Administrative Department, dated, 10th
September, 2018 & subsequent explanation sought vide letter dated,
08-01-2019**

Consequent upon receiving the additional information regarding pipeline route No.1.4 permission from Administrative Department and pursuant to receipt of proposal of different pipeline routes submitted by the proponent, M/s. Tabeer Energy (Private) Limited for laying out of RLNG pipeline for imported LNG at Port Qasim, the area was thoroughly visited and assessed on required parameters and after verifying and looking to the importance of energy needs of the nation the NOC is hereby issued for laying out RLNG pipeline for imported LNG at Port Qasim area subject to compliance of mitigating measures and fulfillment of following terms and conditions.

- 1) Route No.1.4 being feasible, short is advisable and suggested to be passing mainly through Low Tree Density (LTD) Mangroves and creek areas. Mangroves will be cut/ cleared for pipeline ROW which will be used permanently by the Tabeer LNG Project thus to comply following terms and conditions
- 2) That M/s. Tabeer LNG (Private) Limited shall take Sindh Forest Department on board for replantation of the mangrove saplings at the designated sites within and outside PQA mangrove areas and cost of replantation should be borne by Tabeer Energy (Private) Limited. The estimated cost of removal of mangroves cover has been calculated at PKRs. 1,816,000/- which shall be paid by Tabeer Energy (Pvt. Ltd. after enter into MoU with Sindh Forest Department and prior to removal of mangroves. The amount is to be deposited in Sindh Government Treasury being the cost of mangrove wood for LTD and HTD mangrove areas to be clear-felled for laying the pipeline.

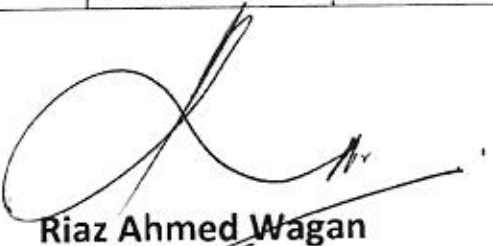
- 137
- 3) The ecosystem services of mangroves of Indus Delta and South Asia have been monetized at an average of US\$. 4200/ha/yr. and total economic value/environmental cost of removing mangroves on proposed route No.1.4 comes to US \$ 572,040/-. M/s. Tabeer LNG (Pvt) Limited shall bear the cost of establishing nurseries under "ecosystem services of mangroves" with collaboration of the Sindh Forest Department in Karachi, Thatta & Sujawal districts and finance replanting, maintenance activities, community watch and ward cost and community incentive programme as proposed by SFD in the **Annexure-I** attached. The amount for planting and maintenance shall be deposited either in lump sum or on yearly basis to continue the rehabilitation activities unhindered. The total cost as proposed in para 2 and 3 will be final.
 - 4) The dredged material is to be disposed of from mangrove areas into a Chauffer dam or other alternatives to avoid displacement in the creeks and mangrove areas.
 - 5) The proponent and its contractors/workers will not trespass, damage or interfere in adjoining mangrove areas.
 - 6) This NOC/approval does not absolve the proponent of duty to obtain any other approval / NOC required under the prevailing laws of the Sindh government.


Riaz Ahmed Wagan
Chief Conservator of Forests, Sindh
Mangrove & Rangelands Karachi

CC: to Additional Chief Secretary to Government of Sindh, Forest & Wildlife
Department for information

ANNEXURE-I (MITIGATION PLAN)

Sr.No	Activity	Quantity (hectares)	Estimated Cost (Rs.million)	Remarks
1	Planting of mangroves in the Indus delta	1000	18.0	Biological fencing etc.
2	Protection and restocking for ten years through community watch and ward system	1000	22.0	Restocking and Payment with Watch & Ward system
3	Community mobilization and incentive programme	To be designed with the consultation	38.0	Need based
		Total	78.0 million	



Riaz Ahmed Wagan
Chief Conservator of Forests, Sindh
Mangroves & Rangelands @ Karachi



**DIRECTORATE GENERAL FISHERIES SINDH
BLOCK – 50 PAKISTAN SECRETARIAT
SADDAR KARACHI**

**Tel # 99203314, 99204161. FAX # 99206551
directorgeneralfisheries@yahoo.com**

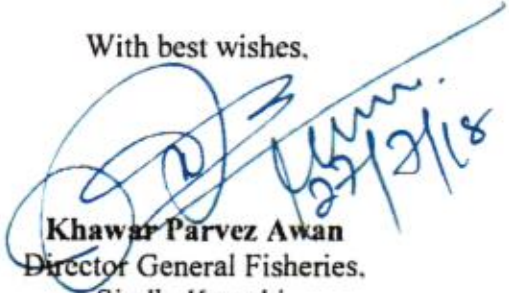
No: DGF/Tech-II/WWF-Pakistan/2018/ 3388
Karachi dated: 27-07-2018

TO WHOM IT MAY CONCERN

Directorate General of Fisheries, Government of Sindh is pleased to learn that M/S Tabeer Energy (Pvt.) Ltd. a subsidiary of Mitsubishi Corporation is engaged in development of an integrated LNG Project in Pakistan and is in process of sponsoring and developing a FSRU head LNG Terminal at Port Qasim LNG Project located in Chann Waddo Creek.

We are also pleased to learn that M/S Tabeer Energy Pvt. Ltd. along with M/S EMC Pakistan (Pvt.) Ltd. (who are their Environmental and Social Impact Assessment Consultant) is collaborating with WWF-Pakistan for the socio-economic uplift of the coastal communities mainly fishermen residing in the or in the vicinity of the area and their livelihood is partially or totally dependent on the natural resources of the area. Directorate General of Fisheries, Government of Sindh, therefore, is pleased to support any developmental activity that is being done to uplift socio-economic conditions of the fishermen community of the area. Directorate General of Fisheries, Government of Sindh hopes that M/S Tabeer Energy Pvt. Ltd. M/S EMC Pakistan (Pvt.) Ltd. and WWF-Pakistan will keep abreast with the plan of development of the area on regular basis.

With best wishes,


Khawar Parvez Awan
Director General Fisheries,
Sindh, Karachi.



SUI NORTHERN GAS PIPELINES LIMITED

GAS HOUSE, 21 KASHMIR ROAD, P.O. BOX 56, LAHORE (PAKISTAN)

Ref: GMS: 938 (LNG-Allocation)

February 28, 2019

Mr. Kosuke Makino,
Chief Executive,
Tabeer Energy (Pvt) Limited,
14th Floor, The Harbour Front,
HC-3Dolmen City,
Block-A, Scheme-5, Clifton,
Karachi

MOU WITH M/S TABEER ENERGY MARKETING (PVT) LIMITED

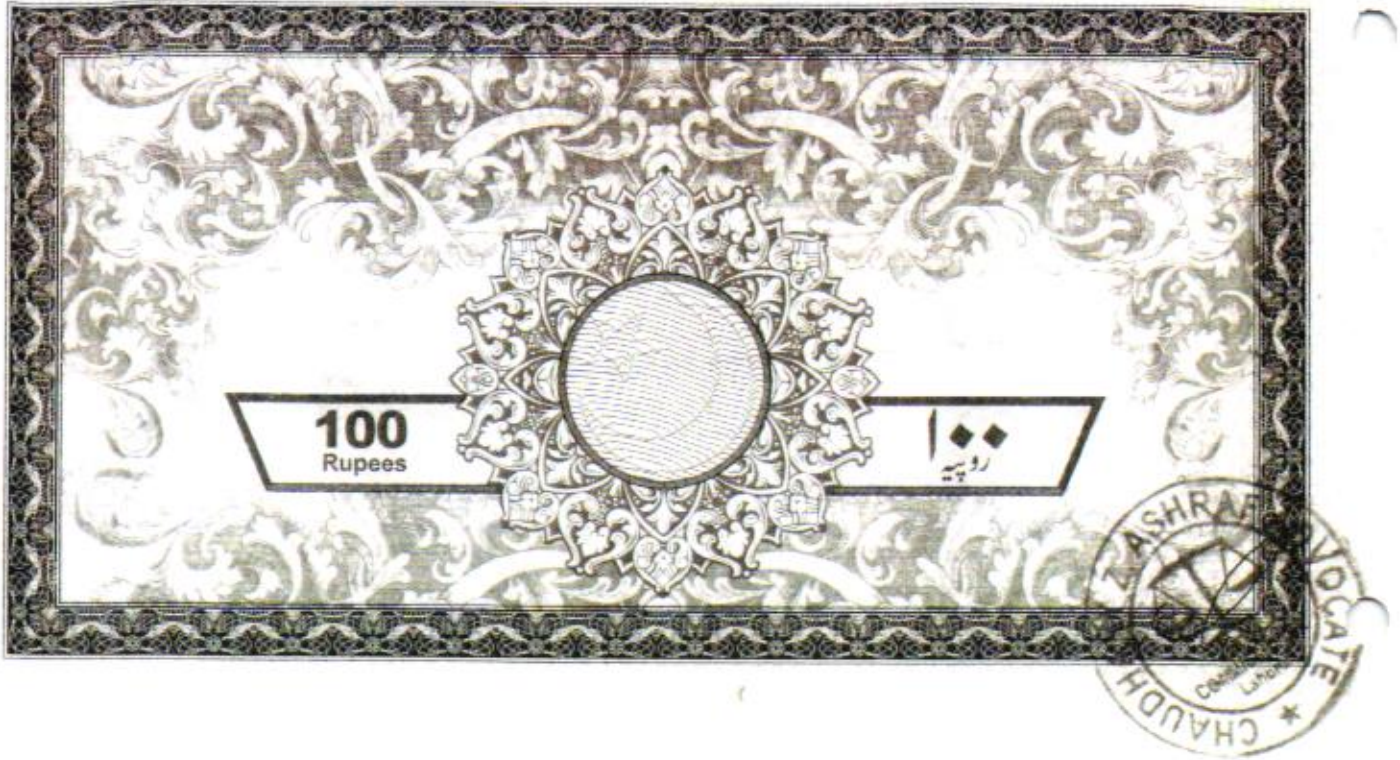
Dear Sir,

We are enclosing herewith one set of MOU duly signed by SNGPL, in original, for your further necessary action.

Regards,

Yours sincerely,
Sui Northern Gas Pipelines Limited

(SHAHID MAQSUD)
General Manager (Sales)
For MANAGING DIRECTOR



Strictly Confidential

TABEER ENERGY MARKETING (PRIVATE) LIMITED

AND

SUI NORTHERN GAS PIPELINES LIMITED

MEMORANDUM OF UNDERSTANDING

ATTESTED
Chaudhary Ashraf Advocate
High Commissioner Lahore

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on the day of 28th Feb, 2019

BY AND BETWEEN:

Sui Northern Gas Pipelines Limited (hereinafter referred to as "**SNGPL**"), a Public Limited Company incorporated under the laws of Pakistan and having its registered office at Gas House, 21 Kashmir Road, Lahore which expression shall, where the context so admits, include its successors and assigns. **Party of the First Part**

AND

Tabeer Energy Marketing (Private) Limited (hereinafter referred to as "**TEMPL**"), a Private Limited Company incorporated under the law of Pakistan and having its registered office at 14th Floor, The Harbour Front, HC-3, Dolmen City, Block-4, Scheme-5, Clifton, Karachi which expression shall, where the context so admits, include its successors in interest and permitted assigns. **Party of the Second Part**

SNGPL and TEMPL are referred to herein collectively as the "**Parties**" or individually as a "**Party**".

WHEREAS:

- (A) Whereas SNGPL is authorized and licensed for the transmission and distribution of natural gas in the north of Pakistan.
- (B) Whereas TEMPL is a Company engaged in development of a long term integrated natural gas supply project in Pakistan involving (i) the import and regasification of liquefied natural gas at a regasification terminal to be developed and constructed by TEMPL or its affiliate at Port Qasim, Karachi, and (ii) the distribution and sale of up to 750 million cubic feet per day of regasified liquefied natural gas to customers throughout Pakistan utilising infrastructure to be developed and constructed by TEMPL or its affiliate including a pipeline connecting the regasification terminal to the interconnection point of the national gas grid located at Port Qasim and third party pipelines and other infrastructure.

- 43
- (C) Whereas TEMPL is desirous to obtain the services of SNGPL for transportation of its gas from the designated entry points to designated exit points;
 - (D) Whereas SNGPL may provide the requisite services in accordance with the Third Party Access (TPA) Rules, 2018 read with Pakistan Gas Network Code, subject to TEMPL being allocated capacity in accordance with the said TPA Rules and Pakistan Gas Network Code and subject to the Parties entering into a binding and formal Gas Transportation Agreement.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING (MOU) SETS FORTH THE UNDERSTANDING BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE

The scope of this MOU is restricted to the purpose of recording the understanding between the Parties regarding initiation of negotiation of transportation of gas in accordance with the relevant provisions of the TPA Rules, 2018 together with the applicable rules of Pakistan Gas Network Code.

2. NON-BINDING NATURE OF MOU

This MOU shall be non binding on the Parties and shall have no legal effect. Nothing contained in this MOU shall confer any legal right or entitlement whatsoever in favour of TEMPL.

3. CAPACITY ALLOCATION

SNGPL shall follow the provisions in respect of capacity allocation contained in the TPA Rules and Pakistan Gas Network Code including advertisement of available capacity. TEMPL acknowledges that SNGPL is required to allocate capacity on a "first come first serve basis". In case TEMPL is allocated capacity by SNGPL, the Parties shall enter into a binding Gas Transportation Agreement on mutually agreed terms and conditions subject to completion of all codal and legal formalities.

4- This MOU shall be executed in two (2) counterparts; one to be retained by each Party and the each instrument shall be considered as original and duly executed by the Parties.

IN WITNESS whereof the Parties have signed this MOU on the day and year first above written.

b.m

144

**SUI NORTHERN GAS PIPELINES
LIMITED**

By: _____

Name: AMER TUFAN

Title: Managing Director

Date: 28th Feb in 2019



**TABEEER ENERGY MARKETING
(PRIVATE) LIMITED**

By: _____

Name: Kosuke Makino

Title: Chief Executive

Date: 15 February in 2019

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Sui Southern Gas
Company Limited

Mr. Jawad Majeed
Senior Manager
Mitsubishi Corporation
Floor 14-A
The Harbour Front
Dolmen City, HC3
Block-4, Scheme-5
Clifton, Karachi

7 May, 2019
ASGM-GS/18/2019

Dear Sir

NON DISCLOSURE AGREEMENT

Enclosed please find one original set of Non Disclosure Agreement (NDA) between Sui Southern Gas Company Limited and Taber Energy Marketing (Private) Limited duly signed by our management.

Kindly acknowledge receipt of subject document.

Yours truly,

Amir Mdmtaz Khan
A/Snr General Manager
General Services

P369301

146



KASHIF KAZA STAMP VENDOR
Licence No. 02 G-14, Spanish Homes
Phase-1, D.H.A., Karachi.

06 FEB 2019

(RUPEES ONE HUNDRED ONLY)

Sno. 9925 Date
Issued To With Address
Through With Address
Purpose
Value Rs. 100 Attached
Stamp Vendor's Signature
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

NON DISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made and entered into on this 22nd day of February, 2019

BETWEEN

Sui Southern Gas Company Limited, a public limited company, incorporated under the Companies Ordinance 1984 and having its Registered Head Office at ST-4/B, Block 14, Sir Shah Suleman Road, Gulshan-e-Iqbal, Karachi (hereinafter referred to as "SSGC/Company" which expression shall include its successors in interest, nominees, legal representatives, administrators and assigns) of the first part.

AND

Tabeer Energy Marketing (Private) Limited, a company incorporated under the laws of the Islamic Republic of Pakistan, having its registered office at Floor #14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi, Pakistan through its authorized representative Kosuke Makino (hereinafter referred to as the "Contractor" which expression shall, wherever the context so permits mean and include its successors in interest, nominees, legal representatives, administrators and assigns) of the second part.

142

RECITALS

WHEREAS

- A. Contractor intends to develop a long term integrated natural gas supply project in Pakistan involving (i) the import and regasification of liquefied natural gas at a regasification terminal to be developed and constructed by Contractor or its affiliate at Port Qasim, Karachi, and (ii) the distribution and sale of up to 750 million cubic feet per day of regasified liquefied natural gas to customers within Pakistan utilising infrastructure to be developed and constructed by Contractor or its affiliate including a pipeline connecting the regasification terminal to the interconnection point of the national gas grid located at Port Qasim which is owned and operated by SSGC/Company.
- B. The Parties are desirous of exchanging their Confidential Information for the purpose of considering entering into a gas transportation agreement for the transportation by SSGC/Company of regasified liquefied natural gas from the Contractors project set out in Recital A (the "Project").
- C. The Parties have agreed to exchange their Confidential Information for the purposes set out in Recital A on the terms and conditions of this Agreement.
- D. The Parties have agreed to protect the Confidential Information disclosed to each other prior to or after the execution of this Agreement and otherwise agree to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE THIS AGREEMENT WITNESSETH, for good and valuable consideration, it is hereby agreed between the Parties as under:

1. CONFIDENTIAL INFORMATION

- 1.1 "Confidential Information" means any information disclosed by either Party to the other Party, either directly, indirectly or incidentally, in writing, orally or by way of comment, advice, representation, perusal or by inspection of tangible objects (including without limitation documents, manuals, software, graphs, charts, processes, supplier lists, price lists, customer lists, product information, market research information, correspondence, letters and papers of every description including copies of and extracts from the same, concepts, media statements, notes, reports, opinions, interpretations, forecasts, cost/benefit analysis, records, prototypes, samples, plant and equipment), which is designated or stated to be as "Confidential," "Proprietary" or some similar designation or where disclosed orally, is identified as Confidential at the time of such disclosure. Confidential Information includes but is not limited to any documentation, data, records, drawings, graphs, formulae, samples, electronic data and any other means by which the Confidential Information may be stored or reproduced.
- 1.2 Confidential Information shall not, however, include any information which:
 - (i) was or becomes publicly known and made or to be made generally available in the public domain, to the receiving party;
 - (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
 - (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party immediately prior to the time of disclosure;
 - (iv) is obtained by the receiving party from a third party provided that such third party is not known to the receiving party to be bound by obligations of confidentiality;
 - (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

- 1.3 Confidential Information shall be disclosed when it is required by applicable law, regulation, legal process or stock exchange rules or regulations (whether through oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process or through press release or other public disclosure), to be disclosed by the receiving party, provided that the receiving party where practicable gives the disclosing party prompt written notice of such requirement prior to such disclosure and reasonable assistance in obtaining an order protecting the information from public disclosure.

148

2. NON-USE AND NON-DISCLOSURE

- 2.1 Each Party agrees not to use or permit the use of any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties.
- 2.2 Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such party's employees, except to:
- (i) those employees of the Party and its affiliates who are required to have the information in order to evaluate the Project or engage in discussions concerning the contemplated business relationship; and
 - (ii) the Party's contractors, consultants, and advisors who are required to have the information for the performance of this Agreement;

provided that prior to any disclosure to any person pursuant to Clause 2.2 (ii), such recipient is bound by obligations of confidentiality in relation to the Confidential Information on terms no less onerous than as set out in this Agreement.

A reference in this Agreement to 'affiliate' shall mean any company or legal entity that controls, or is controlled by, or that is controlled by an entity that controls, a Party. "Control" means the (i) direct or indirect ownership of fifty (50) percent or more of the voting rights in a company or other legal entity; or (ii) the right to appoint or dismiss a majority of the directors of such company or other legal entity.

- 2.3 Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.

3. MAINTENANCE OF CONFIDENTIALITY

- 3.1 Each Party agrees that it shall make reasonable efforts to take *bona fide* measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Save as considered appropriate for the purpose of Project evaluation, neither Party shall make any copies of the Confidential Information of the other Party or make or assist any person to make any unauthorized use of the same unless the same is previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- 3.2 The Parties agree to take reasonable measures so as not to permit unauthorized persons to have access to places where the other Party's Confidential Information is displayed, reproduced or stored.
- 3.3 The Parties agree to cooperate and provide the other Party with all reasonable assistance in any action which the other Party may take to protect the confidentiality of the Confidential Information against persons who are subject to the confidentiality obligations imposed by this Agreement or have executed confidentiality agreement further to or in connection with this Agreement.

4. NO OBLIGATION

Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions

149
contemplated by this Agreement at any time concerning the business opportunity by providing a two (2) days prior written notice to this effect to the other Party.

5. NO WARRANTY

All Confidential Information under this Agreement shall be provided as and when available. Each Party makes no representations, warranties, express, implied or otherwise, regarding its accuracy, reliability, completeness or performance except that such information has been disclosed in good faith. Notwithstanding the foregoing, the receiving party agrees that none of the disclosing party or any of its representatives shall have any liability to the receiving party or any of its representatives unless the disclosing party, or its representatives, knowingly pass information which is incorrect, incomplete, misleading, erroneous, or inaccurate, in any way, shape or form, in which case the disclosing party and its representatives shall be fully liable towards the receiving party and its representatives for any direct and consequential losses.

6. RETURN OF MATERIALS

6.1 All documents and all other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing party and shall be promptly returned within ten (10) days to the disclosing party upon the disclosing party's prior written request.

6.2 Documents and records either Party is required to keep in compliance with internal and external audit requirements as well as for regulatory and reporting purposes are specifically excluded from the general obligation to return the documents and other tangible objects referred to in this paragraph.

7. NO LICENSE

Nothing in this Agreement is intended to grant, either expressly or by implication, estoppels or otherwise, any rights or licences to either Party under any patent, trade secret, invention, trademark, copyright, or other intellectual property right of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.

8. TERM

Subject to the provisions of Clause 4 above, this Agreement is valid for one (1) year from the date of its execution, after which it may be renewed upon the same terms and conditions, subject to a fresh execution of the Agreement.

9. REMEDIES

9.1 The receiving party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the disclosing party for which monetary damages may be difficult to ascertain or be an inadequate remedy. The receiving party, therefore, agrees that the disclosing party shall have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

9.2 In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that a Party has breached this Agreement, then such Party shall be liable and pay to the non-breaching party, the reasonable legal fees that such non-breaching party has incurred in connection with such litigation, including any appeal there from.

10. MEDIATION / ARBITRATION / DISPUTE RESOLUTION

10.1 Any and every dispute, difference or question which may arise between the Parties to this Agreement shall be first settled by the Parties by an attempt at amicably settling the dispute through mutual negotiations.

- 10.2 In case the disputes, difference or questions cannot be so settled amicably or satisfactorily by correspondence or by mutual discussion within thirty (30) days after receipt by one Party of the Party's request for amicable settlement, it shall be referred to mediation before a CEDR accredited Mediator at the Karachi Centre for Dispute Resolution ("Centre"). Mediation proceedings shall be held at Karachi and will be governed by the mediation rules of the Centre.
- 10.3 In case the Mediation fails, the dispute shall be referred to Arbitration in accordance with the Arbitration Act 1940 and any applicable rules made there under for the time being in force, for the equitable decision of two joint arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English language.

11. GOVERNING LAW

Subject to Clause 10 above, this Agreement shall be governed by and construed in accordance with the laws of Pakistan. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties irrevocably submits to civil jurisdiction of the competent Courts of Karachi, Pakistan.

12. MISCELLANEOUS

This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

The Parties further acknowledge and agree that:

- a) any provision found to be invalid or unenforceable shall not affect any other provision in this Agreement;
- b) this Agreement must not be construed to exclude the operation of any principle of law or equity once the Party under consideration becomes aware of it (if not aware already) intended to protect and preserve the confidentiality of the Confidential Information;
- c) neither Party intends to create a partnership, agency or joint venture under and nothing in this Agreement shall be regarded or construed as creating any of these relationships between the Parties;
- d) Subject to the provision of this Agreement, both Parties agree to refrain from taking any action that would subject the other Party to liability or penalty under any and all laws, rules, regulations or decrees of any governmental authority;
- e) this Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which shall constitute the same Agreement;
- f) this Agreement may only be amended / modified in prior writing and signed by both Parties; and
- g) the recitals to this Agreement shall form an integral part hereof.

13. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

14. WAIVER

No waiver by either Party of any default by the other in the performance of any of provisions of this Agreement shall be effective unless in prior writing duly executed by an

15) authorised representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

15. NOTICES

15.1 Any notice or other communication given under this Agreement must be in writing and served on a Party at its address as specified in this Clause 15 (or any other address it has notified to the other Party in accordance with this Clause 15) as follows: by hand; by registered post; by fax which is automatically confirmed by the sender's fax machine to have been sent without error to the recipient's fax number; or by other electronic method of communication agreed in writing from time to time between the Parties.

15.2 Notices or communications sent by registered post will be deemed to have been served on the date that such mail is delivered or delivery is attempted. Notices or communications sent by fax will be deemed to have been served on the day of transmission if transmitted before 4.00pm in the time zone of receipt but otherwise on the next day. In all other cases, notices and communications will be deemed to have been served on the day when they are actually received.

Notices to the Company/SSGC will be sent to:

Attention:
Address:
Facsimile:

Notices to the Contractor will be sent to:

Attention:
Address:
Facsimile:

16. ASSIGNMENT

This Agreement as well as any rights and obligations hereunder shall not be assigned by any Party hereto, either in whole or in part, without the prior written consent of the other Party, and any attempt to do so without such consent shall be null and void and of no effect, and shall be deemed to be a material breach of this Agreement.

17. SEVERABILITY



If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.


18. ENTIRETY

These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE
HANDS THE DAY AND YEAR FIRST ABOVE WRITT

152




Sui Southern Gas Company Limited
By: 
Its: **Mohammad Waris**
Acting Managing Director
Sui Southern Gas Co. Ltd.


Taber Energy Marketing Pvt. Ltd.
By: **KOSUKE MAKINO**
Its: **Chief Executive**

WITNESSES

1. _____
2. _____

WITNESSES

1. Syed Muhammad Ali Aftab 
2. Jawad Majeed 

134

Summary of Technical and Financial Expertise

Management	Commercial	Legal	Technical	Pakistani Staffs	Total
4	11	3	6	5	30

Summary of Expertise		
	Name	Experience
M - 1	Kosuke Makino Chief Executive TEPL TEMPL	Mr. Makino has acquired broad and in-depth expertise in LNG marketing/ trading, shipping, operations and contracting and project development through his career in MC. He was previously seconded to Australian NWSJV's marketing arm during which he worked alongside staff members from Oil and gas Majors. His specialty includes commercial negotiation and LNG marketing. Education: Bachelor of Economics, Waseda University, Japan (1994)
M - 2	Akihiko Takada Division COO Mitsubishi Corporation	Mr. Takada is a seasoned professional and senior member of the team with over 30 years' experience in the LNG sector. Education: Bachelor of Laws, University of Tokyo, Japan (1988) AMP Program INSEAD, France (2008)
M - 3	Ryosuke Tsugaru Chief Executive Diamond Gas International	Mr. Tsugaru has been engaged in various LNG projects, such as Oman, Brunei, Indonesia project, over 28 years of work in the Energy sector. He is an experienced professional in the LNG business development heading the group. Education: Bachelor of Political Science and Economics, Waseda University, Japan (1991)



Summary of Expertise		
	Name	Experience
M - 4	Gen Kunihiro Executive Vice President Diamond Gas International Japan Branch	Mr. Kunihiro is an experienced professional in the LNG industry with over 27 years of work in the Energy sector. He has worked in various projects in Japan and overseas including Indonesia and Australia. Education: Bachelor of Law, Keio University (1992)
C - 1	Shigeki Terada Assistant General Manager Mitsubishi Corporation	With over 20 years of experience in LNG industries in Tokyo and London, Mr. Terada has worked for various LNG projects with expertise on Project Financing and the engagements with Export Credit Agencies (ECAs) and Multi-lateral Agency (MLAs). Education: Bachelor of Laws, Keio University, Japan(1995)
C - 2	Kazuaki Ikezawa Assistant General Manager Mitsubishi Corporation	Mr. Ikezawa has broad range of expertise through Petroleum Cokes and LPG business. He is currently engaged in LNG Global Marketing Development as Assistant General Manager. Education: Bachelor Degree in Faculty of Commerce, Hitotsubashi University (2001)
C - 3	Kentaro Mochizuki General Manager Market Development Diamond Gas International	Mr. Mochizuki has in depth knowledge of and experience in the LNG/ Energy sector. He has completed various projects i.e. Oita LPG Joint Stockpiling optimization, MC's acquisition of PT Medco Energi Int'l shares, MC/ KOGAS's participation in Senoro-Toili PSC, Donggi-Senoro LNG project, LNG market investigation in Central/ South America, fixed LNG price mechanism between Osaka/ Okayama Gas, Nippon Grease (Idemitsu Showa Shell) expansion into Indonesia, and MC's acquisition of NOEX/ Myanmar shares. Education: Bachelor of Business from Kobe University (1998) Master of Business Administration from Temple University (2006)



Summary of Expertise		
	Name	Experience
C - 4	Francis Frei Assistant General Manager Mitsubishi Corporation	Mr. Frei has attained broad range of expertise through his assignments to reputable LNG projects, including Oman LNG, Sakhalin 2 and more recently proposed LNG Canada development. He also has extensive dealings in the procurement and management of pipeline capacity for MC's upstream natural gas development project in Canada. He is an expert on cost/budget management, commercial negotiations, and LNG marketing. Education: Bachelor of Tourism, Rikkyo University, Japan (2007) School of Hotel Administration, Cornell University, USA
C - 5	Yujiro Oba Senior Manager Diamond Gas International	Mr. Oba has considerable experience in both financing and Oil and gas business development. Prior to joining MC, he worked for Merrill Lynch in investment banking, engaging for numerous M&A transactions. While in MC and DGI, he spearheaded for number of new business opportunities around the world. His expertise includes asset valuation, due diligence activities and transaction management. Education: Bachelor of Laws, Keio University, Japan (2008)
C - 6	Peter John Cleary Senior Advisor Diamond Gas International	Experienced leader in oil and gas sector, Mr. Cleary has built strong relationships with numerous executives and senior members of government in Asia while working for Santos, Australian North West Shelf (NWS) Project and BP. Mr. Cleary has extensive experience of approximately 30 years and deep understanding of LNG, pipeline gas and chemicals operations with emphasis on safe operations. He is a highly respected figure in the Oil and gas industry. Education: Graduate of Australian Institute of Company Directors (2016) Australian Securities Institute (1985) Bachelor of Commerce & Bachelor of Laws, University of Melbourne, Australia (1981)



Summary of Expertise		
	Name	Experience
C - 7	Chen Yingying Assistant Manager Diamond Gas International, Singapore	<p>Ms. Yingying possesses over ten years' finance and engineering experience in O&G sector, with focus on value creation in LNG and energy industry globally. Prior to DGI, Yingying worked with Ernst & Young, Sinopec and Worley Parsons on strategic advisory, investment and project management roles. Yingying is a Chartered Financial Analyst (CFA).</p> <p>Education:</p> <p>Master of Metals and Energy Finance, Imperial College London, UK (2011)</p> <p>Bachelor's Degree in Civil Engineering, Nanyang Technological University, Singapore (2008)</p>
C - 8	Naoyuki Watanabe Manager Mitsubishi Corporation	<p>Mr. Watanabe holds wide range of business experience, from experience in Petroleum Cokes to development/coordination of Russian LNG project including management of Sakhalin 2. He has also recently been a part of performing due diligence in new Russian development projects. He also has extensive foot print in the corporation strategy section with the area of CIS countries.</p> <p>Education:</p> <p>Bachelor of of Political Science and Economics, Waseda University, Japan (2009),</p> <p>Center of International Programs, Faculty of Political Science, Saint-Petersburg State University, Russia (2012)</p>
C - 9	Wataru Fukuda Assistant Manager Mitsubishi Corporation	<p>Mr. Fukuda has 7 years' experience in oil & gas industry especially in Donggi Senoro LNG Project in Indonesia. In Donggi Senoro LNG Project, Mr. Fukuda worked for the maximization of the value chain and strengthening the organization structure.</p> <p>Education:</p> <p>Bachelor's Degree in Faculty of Law, Kyoto University (2013)</p>



Summary of Expertise		
	Name	Experience
C - 1 0	<p>Koji Mochida</p> <p>Senior Manager</p> <p>Mitsubishi Corporation</p>	<p>Mr. Mochida has considerable experience in both financing and Oil & Gas business development. Prior to joining Mitsubishi Corporation, he worked for Japan Oil, Gas and Metals National Corporation as an engineer, and Mizuho Bank and Standard Chartered Bank for financing to various Oil & Gas projects with expertise on Project Financing and the engagements with Export Credit Agencies (ECAs) in Tokyo and London. While in Mitsubishi, he spearheaded for new business opportunities around the world. His expertise includes financing, due diligence activities and transaction management.</p> <p>Education: Bachelor of Engineering, Kyushu University, Japan (2005)</p>
C - 1 1	<p>Taito Nabeshima</p> <p>Mitsubishi Corporation</p>	<p>Mr. Nabeshima has 3 years' experiences in upstream business in Africa. He also had engaged in divesting upstream assets.</p> <p>Education: Bachelor's Degree in Earth Science, Tohoku University (2016) Institute of Geochemistry and Petrology, ETH Zurich, Switzerland (2014)</p>
L - 1	<p>Kenichi Okishima</p> <p>Head of Legal Team</p> <p>Diamond Gas International, Singapore</p>	<p>Mr. Okishima has over 12 years of experiences in various project from Legal Department in Mitsubishi Corporation. He joined Diamond Gas International as Head of Legal Team from 2018.</p> <p>Education: Admitted as an Attorney at state of New York(2014) Master of Laws, Columbia Law School (LL.M)(2013) Bachelor of Laws, University of Tokyo(2007)</p>



Summary of Expertise		
	Name	Experience
L - 2	Ming Hui Chock Legal Counsel Diamond Gas International, Singapore	Ms. Chock has attained broad range of legal expertise in energy and Infrastructure businesses through her professional career in Peerpoint, Allen & Overy, Jones Day, Hogan Lovells, Lee & Lee. Education: Admitted as an Advocate and Solicitor in Singapore (2004) Admitted as a Solicitor in England and Wales (2007) Postgraduate Practical Course in Law, Board of Legal Education Singapore (2004) Bachelor of Laws (Second Upper Honours), National University of Singapore(2003)
L - 3	Kentaro Matsuda Mitsubishi Corporation	Mr. Matsuda is an in-house legal staff of Mitsubishi Corporation with experiences in various LNG projects including LNG Canada, Donggi Senoro and Brunei LNG. Education: Bachelor of Laws, University of Tokyo, Japan (2016)
T - 1	Yohei Shiimoto Executive Officer Mitsubishi Corporation Exploration	Mr. Shiimoto has over 25 years of experience in oil and gas industry, started with offshore Vietnam exploration. The exploration hit sizable oil field and deeply involved for its appraisal and development covering subsurface evaluation and development planning. The field was discovered in 1994 and achieved first oil in 1998. Then expanded continuously marking maximum production of 70,000 bopd in 2002. From 2008, joined to Donggi-Senoro LNG project and Senoro Gas field development in Indonesia as shareholder service work force. The project has taken FID in 2011 and delivered first LNG cargo in 2015. Education: Bachelor's Degree in Mineral and Science Faculty, Kyoto University

Summary of Expertise		
	Name	Experience
T - 2	Takeshi Fukasawa Midstream Advisor Mitsubishi Corporation Technical General Manager Mitsubishi Corporation Exploration	<p>Dr. Fukasawa has total 35 years of experience with a wide variety of international and domestic public/ private civil engineering works. He has extensive experience as Civil, Port & Harbor and Geotechnical Engineer in various types of oil & gas plants and port & harbor facilities. He also has experience for construction works through more than 12 years at construction site as manager, field engineer and supervisor.</p> <p>Education: Bachelor's Degree in Civil Engineering, Yamanashi University, Japan (1984) Doctor's Degree in Civil Engineering, Tokyo Institute of Technology, Japan (2004)</p> <p>Qualifications: Ph.D. [Civil Engineering] Professional Engineer (Jp) [Civil Engineering] Executive Professional Civil Engineer (JSCE) [Geotechnical Engineering]</p>
T - 3	Kazuo Nakanishi Technical Adviser Mitsubishi Corporation Exploration	<p>Mr. Nakanishi has hands-on experience on feasibility studies, Pre-FEED, FEED, EPC, commissioning, start-up, and operations through decommissioning of oil and gas facilities. He has been engaged in project controls and management for engineering and construction projects. He has deep knowledge on controls and measurement systems, engineering, procurement, construction, commissioning and start-up of oil and gas pipelines and offshore oil and gas production facilities.</p> <p>Education: Master of Engineering in Mechanical Engineering, University of Tokyo, Japan. (1983) Master of Science in Mechanical Engineering, University of Dayton, U.S.A. (1982) Bachelor of Engineering in Mechanical Engineering, University of Tokyo, Japan. (1980)</p>



Summary of Expertise		
	Name	Experience
T - 4	Nobuhiko Higuchi Manager Mitsubishi Corporation	<p>Mr. Higuchi has total 8 years of experience with Chiyoda Corporation, on a wide variety of international projects for the design and construction of process plants in the fields of LNG, petroleum refining, gas processing, petrochemicals and chemicals as civil/building engineer and project engineer. He has various experience in project management of multi-discipline projects, including management of engineering, procurement, and construction and commercial gas trading.</p> <p>Education: Master of Business Administration, Major in Finance and Strategic Management, The Wharton School, University of Pennsylvania (2009) Bachelor of Engineering, Major in Architecture and Building Engineering, Tokai University (1999)</p>
T - 5	Ho Kong Thee Technical Consultant Mitsubishi Corporation	<p>Mr. Thee has 35 years manufacturing experience in LNG plant with APCI and Linde MCHC. He has been engaged in Brunei LNG Project, Oman LNG project, Donggi Senoro LNG project as operation manager/director in Mitsubishi Corporation. He has deep skills on HSSE Management, Operations Management, etc.</p> <p>Education: Master degree, University of Portsmouth-UK Master of Business Administration from University of Leicester-UK Correspondence Diploma Chemical Engineering Correspondence Diploma Industrial Instrumentation</p>
T - 6	Koshu Fujita Mitsubishi Corporation Engineering Manager	<p>Mr. Fujita has oil and gas field engineering experience with various type of wells such as exploration and production in worldwide. For the past two years, he has been engaged in the EPC industry and has initiated a new career of owner's engineering management.</p> <p>Education: Bachelor of Marine Engineering in Control System Engineering of Tokyo University Marine Science and Technology (2011)</p>

Summary of Expertise		
	Name	Experience
P - 1	Yasir Mukhtar Team Lead Mitsubishi Corporation, Islamabad Liaison Office	<p>Experienced Projects & Business Development and Coordination professional with a demonstrated and consistent track record of working at various positions and aspects of Project & Business Management. Mr. Mukhtar has accumulated diversified experience working at different levels and fields. Living Essentials, Energy, Supply Chain, Retail, Consumer Marketing and IT are among the salient fields of experience.</p> <p>Education: Master of Business Administration 2003 - 2005 (Sarhad University of Information Technology) Postgraduate Diploma in Computer Sciences, Information Technology 1999 - 2000 (Petroman Institute)</p>
P - 2	Syed Muhammad Ali Aftab Senior Manager Mitsubishi Corporation, Karachi Branch	<p>A self-motivated professional with 16+ years of experience in the field of Finance/ Audit/ Taxation/ Legal IT/ Administration and Business Development. Mr. Aftab has worked in various core roles including budgeting, project development, regulatory matters, assets management, IT infrastructure and auditing.</p> <p>Education: Master of Business Administration from Hamdard University (2001) Bachelor of Business Administration (Hons) from Hamdard University (2000)</p>
P - 3	Jawad Majeed Senior Manager TEPL	<p>Skilled marketing professional with over 11 years B2B & B2C experience dealing with commodity trade, retail function as market development. Additionally, also possess experience of 4 years in Banking industry with expertise in credit and risk assessment. At present, Mr. Majeed is handling the function for gas sales into Pakistan market with functions not limited to contract agreements with government based entities, gas transporter and end customers.</p> <p>Education: Master of Business Administration from Iqra University Karachi (2005) Bachelor of Business Administration from Iqra University Karachi (2003)</p>



Summary of Expertise		
	Name	Experience
P - 4	Saad Ahmed Qazi Manager TEPL	<p>Mr. Qazi is a motivated professional who is passionate about Energy, in general, and Natural Gas, in particular. With a diverse background of working in both corporate and start-up industries ranging from energy and infrastructure to entertainment, he brings a varied set of complex problem solving skills. Currently, as the Team Leader of Regulatory Affairs, responsibilities undertaken by Mr.Qazi include Licensing, Government Liaison, and External Communication.</p> <p>Education: Bachelor of Business Administration from Institute of Business Administration (IBA), Karachi (2015)</p>
P - 5	Kinza Hanif Assistant Manager TEPL	<p>Ms. Hanif is a young professional motivated to build her expertise in the energy/LNG industry in Pakistan. At Tabeer, she is concurrently involved in Regulatory Affairs, Licensing, Corporate Governance and Project Structure.</p> <p>Education: Bachelor of Business Administration from Institute of Business Administration (IBA), Karachi (2017)</p>

As of November 2019

List of the name and business addresses of the applicant senior management**Tabeer Energy (Private) Limited (located in Pakistan)****Address: Floor# 14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi (75600), Sindh, Pakistan**

Chief Executive / Director	Kosuke Makino
Director	Kazuaki Ikezawa
Sr. Manager	Jawad Majeed
Manager	Saad Qazi

Mitsubishi Corporation (located in Japan)**Address: 2-3-1 Marunouchi, Chiyoda-ku, Tokyo**

Division COO	Akihiko Takada
Assistant General Manager	Shigeki Terada

Diamond Gas International Pte. Ltd. (Branch Offices in Tokyo, Singapore & Dubai)**Address: Office # 701, Gate Precinct 4, DIFC, Dubai / 1 Temasek Avenue # 17-03 Millenia Tower Singapore**

Chief Executive	Ryosuke Tsugaru
Executive Vice President	Gen Kunihiro
General Manager	Kentaro Mochizuki
Manager	Yujiro Oba

Mitsubishi Corporation Karachi Branch (located in Pakistan)**Address: Floor# 14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi-75600, Sindh, Pakistan**

Manager	Muhammad Ali
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Mitsubishi Corporation Islamabad Liaison Office (located in Pakistan)**Address: North Wing, Level-1, Office No.2, Serena Business Complex, Sector G-5/1, Khayaban-e-Suhrawardy, Islamabad-44000, Pakistan**

Team Lead	Yasir Mukhtar
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165

Dated: 11th November 2019**DECLARATION ON OWNERSHIP AND CONTROL OF REGULATED ACTIVITY**

Tabeer Energy (Private) Limited., a company incorporated under the laws of Pakistan, having incorporation number 0115629, with its registered office at Floor # 14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi 756000, Pakistan was incorporated on January 25th, 2018.

Neither the applicant nor any of its officers or directors, directly or indirectly, owns, controls, or holds ten percent or more of the voting interest in any other person engaged in a regulated activity.

Yours faithfully,

Kosuke Makino

Chief Executive

Tabeer Energy (Private) Limited



166

Dated: 11th November 2019**DECLARATION OF APPLICATIONS/PETITIONS AND FILINGS**

Tabeer Energy (Private) Limited [TEPL], a company incorporated under the laws of Pakistan, having incorporation number 0115629, with its registered office at Floor # 14-A, The Harbour Front, Dolmen City, HC-3, Block-4, Scheme-5, Clifton, Karachi 756000, Pakistan was incorporated on January 25th, 2018.

Tabeer Energy Marketing (Private) Limited [TEMPL] is the sister concern and marketing wing of TEPL. At the time of submitting this letter, TEMPL's application for OGRA Sales License is pending with the Authority, submitted on 3rd May 2019.

Yours faithfully,

Kosuke Makino

Chief Executive

Tabeer Energy (Private) Limited

Date: 7 November 2019

The Registrar,
Oil and Gas Regulatory Authority,
54-B, Fazl ul Haq Road, Blue Area,
Islamabad, Pakistan,

Dear Sir,

It is with pleasure to confirm that Mitsubishi Corporation owns 100% in share of the Diamond Gas International Japan Co., Ltd. ("DGIJ"), which in turn owns 100% in share of M/S Tabeer Energy (Private) Limited (hereinafter referred to as "TEPL") which has been established in Pakistan for the purposes of undertaking the development of integrated LNG import and regasification project (hereinafter referred to as "Tabeer LNG Project"). I hereby confirm Mitsubishi Corporation, as an ultimate parent company, has direct effective control of TEPL as of the date of this letter.

To supplement, DGIJ was established on 29 May 2017 in Tokyo, Japan as an investment vehicle of Mitsubishi Corporation to provide support to its affiliates which operate the business of managing LNG receiving and associated facilities, and to effectively carry out any related activities in Pakistan. Please find attached for your reference a copy of the most recent financial statements of Mitsubishi Corporation and DGIJ.

I am further pleased to confirm Mitsubishi Corporation's intention to support TEPL in the development and financing of the Tabeer LNG Project. This includes supporting TEPL in securing necessary approvals from relevant government authorities and regulators such as OGRA, in order to progress with the Tabeer LNG Project.

Yours sincerely,
Mitsubishi Corporation



Kazuaki Ikezawa
Assistant General Manager, LNG Global Marketing Dept.,
Natural Gas Division (Americas, Europe and ME),
Natural Gas Group

Ref. #: TOK/NE-K531