[redacted]

unloading manifold on board the LNG Tanker transporting the LNG delivered by Seller.

37. Delivery Range

As defined in Section 7.2(a)(i).

38. Delivery Window

As defined in Section 7.2(b)(i).

39. Demand Charge Rate

As defined in Section 8.1(a).

40. Demand Surcharge Rate

As defined in Section 8.1(a).

41. Dispute Resolution Agreement

The agreement entered into between the Parties pursuant to Section 16.1.

42. Distrigas

As defined in Section 12.3(a).

43. Early Spring Cargo

The first cargo to be delivered to Buyer after the Winter Cargo or, if there is no Winter Cargo, the first cargo of the Contract Year.

[redacted]

44. Early Spring Period

The period (during which the Early Spring Cargo is to be delivered), commencing on the day following the end of the Winter Period and ending on the earlier of (x) 50 days following the Winter Cargo Delivery Date (provided that if the volume in the Winter Cargo is less than a GAMMA Standard Cargo, such period shall be shortened proportionately), and (y) 100 days (minus the number of days, if any, that the period for delivering the Winter Cargo has been shortened under Section 7.2(c)(ii)(A)) from the earlier of December 15 and the Last Cargo Delivery Date, provided that the Early Spring Period will end no earlier than the last day of any Delivery Range requested by Buyer pursuant to Section 7.2(c)(iii).

45. Eco Lenders

Lenders providing construction or permanent debt financing (including take-out financing) to Buyer for the Buyer's Receiving Facilities or the Power Facility.

46. Encumbrance

As defined in Section 14.3.

47. Escrow Account

As defined in Section 9.5(c).

48. Estimated Monthly Demand Charge

As defined in Section 8.1(a).

49. Estimated Time of Arrival (ETA)

As defined in Section 6.5(a).

50. FCS Date (Date of First Commercial Supply)

As defined in Section 4.2.

51. Final Contract Year

The period commencing on January 1 of the calendar year in which the Term of this Contract ends and ending with the last day of the Term.

52. Final Determination Date

As defined in Section 5.2(a).

53. First Window Period

As defined in Section 4.1(a).

54. FOB

Free on Board, as that term is defined in IncoTerms (1990 edition), a publication of the International Chamber of Commerce.

55. Force Majeure

As defined in Section 12.1.

56. Full Cargo Lot

The full capacity of an LNG Tanker, as measured by the amount delivered to the Buyer's Receiving Facilities, taking into consideration limits on loading and the retention on board of adequate LNG for operational purposes.

57. GAMMA

As defined in Section 1.2.

[redacted]

58. GAMMA Standard Cargo

As defined in Section 5.1.

59. Grace Period

As defined in Section 7.2(d).

60. Gross Heating Value

The quantity of heat expressed in British Thermal Units produced by the complete combustion in air of one cubic foot of anhydrous gas, at a temperature of 60°F and at an absolute pressure of 14.73 pounds per square inch, with the air at the same temperature and pressure as the gas, after cooling the products of the combustion to the initial temperature of the gas and air, and after condensation of the water formed by combustion.

61. Indemnified Person

As defined in Section 20.6(a).

62. Index

As defined in Section 8.5.

63. Initial Contract Year

The period commencing on the Initial Delivery Date and ending on the following December 31.

64. Initial Delivery Date

As defined in Section 4.4.

[redacted]

65. Initial Supply Period

As defined in Section 4.4.

66. Interest

The compensation for the accrual of monetary obligations under this Contract computed monthly and prorated daily from the time each such obligation is past due based on an annual interest rate equal to the lesser of (i) the base rate as set by Citibank N.A., New York, New York or any other bank as mutually agreed by the Parties or any other equivalent rate as mutually agreed by the Parties, plus 3%, and (ii) the maximum rate permissible under Article 1649 of the Puerto Rico Civil Code or successor statute applicable to past due amounts.

67. IS Date (Date of Initial Supply)

As defined in Section 4.1.

68. Last Cargo

The cargo scheduled, or required to be scheduled, under Section 7.2(c)(i).

69. Late Delivery Day

As defined in Sections 7.2(b)(ii), 7.2(d) and 7.2(e).

70. Letter of Credit

As defined in Section 9.5(a).

71. Liquefied Natural Gas (LNG)

Natural Gas in a liquid state at or below its boiling point at a pressure of approximately one atmosphere and within the specifications set forth in this Contract.

72. LNG Tanker

An ocean-going vessel, suitable for transporting LNG.

73. Loading Port

Either the Trinidad Facilities or any other port where loading of LNG for delivery to Buyer takes place.

74. Natural Gas

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

75. Ninety-Day Schedule

As defined in Section 7.2(b)(iii).

76. Non-Affected Party

As defined in Section 12.2(a)(i).

77. Notice of Readiness

As defined in Section 6.6.

78. Off-Spec LNG

As defined in Section 10.3(a).

79. Person

An individual, a corporation, a partnership, an association, a joint stock company, a limited liability company, a trust, any unincorporated organization, and any governmental authority.

80. Pilot Station

As defined in Section 6.5.

81. Power Agreement

The Power Purchase and Operating Agreement for the sale of capacity and electrical energy between EcoEléctrica, L.P. and PREPA dated March 10, 1995, and any amendments thereto.

82. Power Facility

The electricity cogeneration and water desalination facility being built by EcoEléctrica in the vicinity of Peñuelas, Puerto Rico to supply electricity under the Power Agreement, including the 230 kV PREPA substation at PREPA's South Coast Plant and the 230 kV electrical interconnection thereto.

83. PREPA

The Puerto Rico Electric Power Authority.

84. Prior Loading

As defined in Section 12.3(b)(i).

[redacted]

85. Propane Index

As defined in Section 8.3(c).

86. Propane Reference Price

As defined in Section 8.3(c).

87. Propane Replacement Amount

As defined in Section 5.3(a).

88. Provisional Invoice

As defined in Section 9.1(b).

89. SAC Window

As defined in Section 12.3(b)(ii).

90. Scheduled Delivery Date

As defined in Section 7.2(b)(vi).

91. Scheduled LNG Tanker

As defined in Section 7.2(b)(iii).

92. Second Window Period

As defined in Section 4.1(b).

[redacted]

93. Seller

As defined in the first sentence of this Contract and any Person that is an assignee of Seller's obligations hereunder from and after the assumption of such obligations by such assignee.

94. Seller's Assets

As defined in Section 14.4.

95. Seller's Bank Account

As defined in Section 9.4.

96. Seller's Receiving Facilities

As defined in Section 1.2.

97. Shipping Requirement

As defined in Section 19.4.

98. Sonatrach

As defined in Section 12.3(a).

99. Spot Cargo

As defined in Section 4.4.

100. Standard Cargo

As defined in Section 5.1.

[redacted]

101. Standard Cubic Foot (scf)

The quantity of Natural Gas, free of water vapor, occupying a volume of one cubic foot at a temperature of 60°F and at an absolute pressure of 14.73 pounds per square inch.

102. Start Date

As defined in Section 4.4.

103. TSC Cargoes

Cargoes of LNG that Seller is entitled to purchase from Atlantic LNG pursuant to the terms of the Trinidad Supply Contract as in effect on the date hereof or, if this Contract is assigned to Atlantic LNG or Atlantic LNG has entered into a replacement Contract with Buyer, the quantity of LNG equivalent to such cargoes.

104. Term

As defined in Section 3.1.

105. Transportation Agreement

As defined in Section 12.3(a).

106. Trinidad Facilities

As defined in Section 1.1.

107. Trinidad Supply Contract

As defined in Section 1.1.

[redacted]

108. Unloading Port

The port at Peñuelas, Puerto Rico, where the Buyer's Receiving Facilities are located.

109. Window Period

A First Window Period or Second Window Period, as appropriate.

110. Winter Amount

As defined in Section 5.3(a).

111. Winter Cargo

The first cargo of the Contract Year delivered to Buyer, provided that (1) it is delivered before the end of the Winter Period, and (2) contains a volume of LNG up to a maximum of 105%, of a GAMMA Standard Cargo.

112. Winter Period

The period (during which the Winter Cargo is to be delivered) commencing on January 1 and ending on the earlier of the Winter Cargo Delivery Date or February 19.

113. Winter Shortfall Quantity

As defined in Section 5.3(a).

114. Winter Underdeliveries

As defined in Section 5.3(a).

[redacted]

115. Winter Volume Credit

The portion of an Early Spring Cargo delivered during an Early Spring Period that has been shortened as a result of Seller delivering a Winter Cargo whose volume is less than a GAMMA Standard Cargo that is necessary to eliminate a Winter Underdelivery pursuant to Section 5.3(a).

116. Rules of Interpretation

Wherever in this Contract the term "reasonable efforts", "all reasonable measures", "best reasonable efforts" or "diligent efforts" is used, such term shall not be construed to require the Party undertaking such efforts or measures to incur costs, expend or invest funds, or otherwise take any action, the effect of which could be reasonably expected to deprive such Party of a reasonable profit over the Term of the Contract on the sale and purchase of LNG contemplated by this Contract.

[redacted]

SCHEDULE "A"

LNG TANKER SPECIFICATIONS

Ship Characteristics	Limits	Units
Length Overall (MAX)	294.0	Meters
Beam (MAX)	47.2	Meters
Loaded Draft (MAX)	11.5	Meters
Manifold Height Above Water (MIN/MAX)	MIN: 12.4 MAX: 24.0	Meters Meters
Parallel Midbody Forward of Manifold Center (MIN)	32	Meters
Parallel Midbody Aft of Manifold Center (MIN)	32	Meters
Maximum Deadweight	80,000	Tonnes
Cargo Capacity (MIN/MAX)	MIN: 70,000 MAX: 135,000	Cubic Meters
Height of Centerpoint of Manifold Above Any Obstruction (MIN/MAX)	MIN: 0.9 MAX: 1.5	Meters
Distance of Manifold from Ship's Side (MIN/MAX)	MIN: 2.9 MAX: 4.8	Meters

Cargo manifold and drip tray dimensions are to be guided by OCIMF standards as closely as possible. Vessels which do not meet this standard will need to be reviewed on a case-by-case basis to ensure compatibility with Buyer's Receiving Facilities.

[redacted]

Cargo Systems on LNG Tanker	Parameters	Notes
Vapor Return Manifold Connections on LNG Tanker (on both Port and Starboard sides)	1 x 16"	Centered Between Cargo Manifold Connections. Must comply with ANSI 150
Cargo Manifold Connections on LNG Tanker (on both Port and Starboard sides)	MAX: 3 x 16" (at least 1 forward and 1 aft of the vapor return line)	Must comply with ANSI 150
Custody Transfer Measuring Devices on LNG Tanker	Primary: Capacitance-type level indicator Secondary: Nitrogen Bubbler System or Float Gauges	

Buyer's Receiving Facilities will have three unloading lines and one vapor return line each with 16" flanges. Buyer will maintain a standard set of four reducers (16" x 14" and 16" x 12") to connect Buyer's unloading and vapor return lines to the LNG Tanker manifolds.

All vessels shall be equipped with electrical emergency shutdown systems (Pyle National 37 pin), including communications system, for use during cargo unloading operations, which are compatible with Buyer's Receiving Facilities.

[redacted]

SCHEDULE "B"

MEASUREMENTS, TESTS AND ANALYSIS

1. Parties To Supply Devices

Unless otherwise agreed, Buyer and Seller shall both supply equipment and conform to procedures that are in accordance with the latest appropriate International Organization for Standards (ISO) documents. Seller or Seller's agent shall supply, operate and maintain or cause to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG Tankers, pressure and temperature measuring devices, and any other measurement or testing devices which are incorporated in the structure of the LNG Tankers or customarily maintained on shipboard. Buyer or Buyer's agent shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting samples and for determining quality and composition of the LNG and any other measurement or testing devices which are necessary to perform the measurement and testing required hereunder at the Buyer's Receiving Facilities.

2. Selection of Devices

All devices provided for in this Schedule B shall be chosen by mutual agreement of the Parties. Selection criteria shall include accuracy, reliability and cost. The required degree of accuracy (which shall in any case be within the permissible tolerances defined herein and in the applicable standards referenced herein) of such devices selected shall be mutually agreed upon by Buyer and Seller. In advance of the use of any device the Party providing such device shall cause tests to be carried out to verify that such device has the required degree of accuracy. The provisions of Section 9(a) below shall apply to such tests.

3. Tank Gauge Tables of LNG Tankers

Seller shall provide Buyer, or cause Buyer to be provided, with a certified copy of tank gauge tables for each tank of each LNG Tanker verified by a

[redacted]

competent impartial authority or authorities mutually agreed upon by the Parties. Such tables shall include correction tables for list, trim, tank contraction and any other items requiring such tables for accuracy of gauging. Seller and Buyer shall each have the right to have representatives present at the time each LNG tank on each LNG Tanker is volumetrically calibrated. If the LNG tanks of any LNG Tanker suffer distortion of such nature as to cause a prudent expert to reasonably question the validity of the tank gauge tables described herein (or any subsequent calibration provided for herein), Seller or Seller's agent shall recalibrate the damaged tank(s) and the vessel will not be permitted to load such tank(s) until appropriate corrections are made. If mutually agreed between Buyer and Seller or their representatives, recalibration of damaged tank(s) can be deferred until the next time they are warmed up for any reason and any discrepancies shall be retrospective to the time the distortion occurred. If the time of the distortion cannot be ascertained, the parties shall mutually agree on the time period for retrospective adjustments.

4. Gauging and Measuring LNG Volumes Delivered

Upon Buyer, or Buyer's representative, and the independent surveyor, if present, arriving on board the LNG Tanker prior to the commencement or during unloading, Seller or Seller's representative shall make available to them a certified copy of tank gauge tables for each tank of the LNG Tanker. Volumes of LNG delivered pursuant to this Contract shall be determined by gauging the LNG in the tanks of the LNG Tankers before and after unloading. Each cargo tank shall be equipped with two sets of level gauges consistent with Schedule A custody transfer measuring devices, each set utilizing a different measurement principle. Comparison of the two systems, designated as Primary and Secondary Measurement Systems, shall be performed from time to time in order to ensure compliance with the acceptable performance tolerances stated herein. Gauging the liquid in the tanks of the LNG Tankers and measuring of liquid temperature, vapor temperature and vapor pressure in each LNG tank, trim and list of the LNG Tankers, and atmospheric pressure shall be performed, or caused to be performed, by Seller before and after unloading. Buyer or Buyer's representative shall have the right to be present during the collection of all measurements and observe the readings and

procedures and have access to the calibration and testing documentation for the measurement devices. All measuring equipment must be maintained, calibrated and tested in accordance with the manufacturer's recommendations. In the absence of a manufacturer's recommendation, the minimum frequency of calibration shall be six (6) months, unless otherwise mutually agreed between the Parties. Documentation of all tests and calibrations will be made available by the Party performing the same to the other Party. Acceptable accuracy and performance tolerances will be:

Temperature:	+/- 0.2 degrees Celsius at -160 degrees Celsius
Pressure:	+/- 2% of the calibrated span of the measuring device
Level Gauge:	+/- 10 millimeters
Level Gauge Systems Comparison:	+/- 10 millimeters

The first gauging and measurements shall be made immediately before the commencement of unloading. The second gauging and measurements shall take place immediately after the completion of unloading. The liquid level, temperature and pressure in the LNG Tanker before and after the unloading shall be determined by conducting three gaugings and measurements for each tank with the cargo system blocked in. The gauging and measurement shall be made consecutively (within no more than eight (8) minutes) and the results averaged. Copies of gauging and measurement records shall be furnished to Buyer immediately upon completion of unloading.

(a) Gauging the Liquid Level of LNG

The level of LNG in each LNG tank of the LNG Tanker shall be gauged by means of the primary gauging device installed in the LNG Tanker for that purpose. The level of the LNG in each tank shall be logged or printed.

[redacted]

(b) Determination of Temperature

The temperature of the LNG and of the vapor space in each tank shall be measured by means of a sufficient number of properly located temperature measuring devices to permit the determination of average temperature. Temperature shall be logged or printed.

(c) Determination of Pressure

The pressure of the vapor in each LNG tank shall be determined by means of pressure measuring devices installed in each LNG tank of the LNG Tankers. The atmospheric pressure shall be determined by readings from the standard barometer installed in the LNG Tankers.

(d) Determination of Density

The LNG density shall be calculated using the revised Klosek-McKinley method described in N.B.S. Technical Note 1030 dated December 1980 and which is included in ISO 6578-91. This method shall be updated to conform to any official published revision of that document. Should any improved data, method of calculation or direct measurement device become available which is acceptable to both Buyer and Seller, such improved data, method or device shall then be used. If density is determined by measurements, the results shall be logged or printed.

5. Samples for Quality Analysis

Flow proportional representative liquid samples shall be collected from an appropriate point located adjacent to the Buyer's onshore LNG storage tanks on Buyer's unloading line (upstream of any pipe branch) starting two hours after the beginning of transfer and ending two hours before the end of transfer. Samples taken when biphasic or overheated LNG is suspected to be in the main transfer line will be disregarded. These representative samples will be passed through a vaporizer, and samples of the vaporized liquid will be analyzed by a gas chromatograph to be located in a laboratory at the Buyer's

[redacted]

Receiving Facilities. No less than five (5) periodic spot samples will be collected throughout the sampling period from the vaporizer as a backup should the Buyer fail to obtain representative samples or complete lab analysis of the samples for any reason. Spot samples shall be collected in accordance with Gas Processors Association (GPA) Standard 2166 - Methods for Obtaining Natural Gas Samples for Analysis by Gas Chromatography - or by other mutually agreeable methods. The samples shall be properly labeled and retained by Buyer for a period of thirty (30) days, unless the analysis is in dispute. If the analysis is in dispute, the applicable samples will be retained until the dispute is resolved.

6. Quality Analysis

Chromatograph calibration gases shall be provided and their composition certified by an independent third party. From time to time, deviation checks should be performed to verify the accuracy of the gas composition mole percentages and resulting calculated physical properties. Analyses of a sample of test gas of known composition resulting when procedures that are in accordance with the referenced standards have been applied will be considered as acceptable if the resulting calculated Gross Heating Value is within +/- 0.3% of the known Gross Heating Value. If the deviation exceeds the tolerance stated, the Gross Heating Value, Specific Gravity and Compressibility previously calculated will be corrected immediately. Previous analyses will be corrected to the point where the error occurred, if this can be positively identified to the satisfaction of both parties. Otherwise, it should be assumed that the drift has been linear since the last recalibration, and correction should be based on this assumption. All samples necessary to fulfill contractual obligations shall be analyzed by Buyer to determine the molar fraction of the hydrocarbon and other components in the sample by gas chromatography using a mutually agreed method in accordance with "G.P.A. Standard 2261 - Method of Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography," published by the Gas Processors' Association (G.P.A.), current as of January 1, 1990, and as periodically updated or as otherwise mutually agreed by the Parties. If better standards for analysis are subsequently adopted by G.P.A. or other recognized competent impartial authority, upon mutual agreement of Buyer and Seller,

they shall be substituted for the standard then in use, but such substitution shall not take place retroactively. A calibration of the chromatograph or other analytical instrument used shall be performed by Buyer immediately prior to the analysis of the sample of LNG delivered. Buyer shall give advance notice to Seller of the time Buyer intends to conduct a calibration thereof, and Seller shall have the right to have a representative present at each such calibration; provided, however, Buyer will not be obligated to defer or reschedule any calibration in order to permit the representative of Seller to be present. Buyer shall determine the presence of Hydrogen Sulfide (H_2S) by use of Gas Processors Standard 2377 - Test of Hydrogen Sulfide and Carbon Dioxide in Natural Gas Using Length of Stain Tubes. If necessary, the concentration of H_2S and total sulfur will be determined using one or more of the following methods as is appropriate: gas chromatography, Gas Processors Standard 2265 - Standard for Determination of Hydrogen Sulfide and Mercaptan Sulfur in Natural Gas (Cadmium sulfate - Iodometric Titration Method) or any other method that is mutually acceptable.

7. Operating Procedures

Prior to conducting operations for measurement, gauging, sampling and analysis as provided in this Schedule B, the Party responsible for such operations shall notify the appropriate representatives of the other Party, allowing such representatives reasonable opportunity to be present for all operations and computations; provided, however, the absence of the other Party's representative after notification and opportunity to attend shall not prevent any operations and computations from being performed. At the request of either Party, any measurement, gauging, sampling and analysis shall be witnessed and verified by an independent surveyor mutually agreed upon by the Buyer and Seller. The results of such surveyor's verifications shall be made available promptly to each Party. All records of measurement and the computed results shall be preserved by the Party responsible for taking the same, or causing the same to be taken, and made available to both Parties for a period of not less than three (3) years after such measurement and computation.

[redacted]

8. Btu Quantities Sold and Delivered

The quantity of Btus sold and delivered shall be calculated by Buyer and verified by Seller. Either Party may, at its own expense, require the measurements and calculations and/or their verification by an independent surveyor, mutually agreed upon by the Parties. Consent to an independent surveyor proposed by a Party shall not be unreasonably withheld by the other Party.

(e) Determination of Gross Heating Value

All component values shall be in accordance with the latest revision of GPA Standard 2145 - Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas. Calculations shall be in accordance with GPA 2172 - Calculation of Gross Heating Value, Specific Gravity and Compressibility of Natural Gas Mixtures from Compositional Analysis, latest revision.

(f) Determination of Volume of LNG Unloaded

The LNG volume in the tanks of the LNG Tanker before and after unloading shall be determined by gauging as provided in Section 4 above on the basis of the tank gauge tables provided for in Section 3. The volume of LNG in the tanks of the LNG Tanker after unloading shall then be subtracted from the volume before unloading and the resulting volume shall be taken as the volume of the LNG delivered by the LNG Tanker. If failure of the primary gauging and measuring devices of an LNG Tanker should make it impossible to determine the LNG volume, the volume of LNG delivered shall be determined by gauging the liquid level using the secondary gauging and measurement devices. If the LNG Tanker's Primary and Secondary Measurement Systems fail, the volume of LNG delivered shall be determined by (i) taking the closing custody transfer volume at the Trinidad Facilities (or other permitted load terminals), provided a Full Cargo Lot has been loaded, and subtracting the average hourly boil-off rate for the last previous five voyages between Trinidad and Puerto Rico times the

number of hours between the completion of the closing custody transfer at the Trinidad Facilities (or other permitted load terminals) and the start of discharge at the Buyer's Receiving Facilities less a heel volume to be agreed between Parties for each LNG Tanker provided a Full Cargo Lot has been unloaded or, if the Buyer agrees, (ii) gauging the liquid level in the onshore LNG storage tank(s) located at the Buyer's Receiving Facilities immediately before and after unloading the LNG Tanker, and such volume shall be reduced by subtracting an estimated LNG volume, agreed by the Parties, for boil-off and send-out from such tanks during the unloading of such LNG Tanker, and Buyer shall provide Seller, or cause the Seller to be provided with, a certified copy of tank gauge tables for each onshore LNG tank which is to be used for this purpose, such tables to be verified by a competent impartial authority.

(g) Determination of Btu Quantities Sold and Delivered

The quantities of Btus sold and delivered shall be computed by Buyer by means of the following formula:

$$Q = (V_{L2} - V_{L1}) \times D_{L2} \times HV_{L2} - Q_R$$

in which:

Q: represents the quantity of Btus sold and delivered.

V_{L1}: represents the volume of LNG in cubic meters on board the vessel after unloading.

V_{L2}: represents the volume of LNG in cubic meters on board the vessel prior to unloading.

D_{L2}: represents the density value of the unloaded LNG in kilograms per cubic meter.

[redacted]

HV_{L2}: represents the Gross Heating Value of the LNG unloaded from the vessel in Btus per kilogram.

Q_R: represents the quantity in Btus of the vapor which displaced the volume of LNG unloaded from the LNG tanks in the LNG Tankers.

The units used and reported for Mass and Gross Heating Value will be kilograms and Btus/kilogram, respectively.

9. Verification of Accuracy and Correction for Error

(h) Accuracy of devices used shall be tested and verified at the request of either Party, including the request by a Party to verify accuracy of its own devices. Each Party shall have the right to inspect at any time the measurement devices installed by the other Party, provided that the other Party be notified in advance. Testing shall be performed only when both Parties are represented, or have received adequate advance notice thereof, using methods recommended by the manufacturer or any other method agreed to by Seller and Buyer. At the request of any Party hereto, any test shall be witnessed and verified by an independent surveyor mutually agreed upon by Buyer and Seller. Permissible tolerances shall be as defined herein; or if not defined herein, as defined in the applicable standards referenced herein.

(i) Inaccuracy of a device exceeding the permissible tolerances shall require correction of previous recordings and computations made on the basis of those recordings, to zero error with respect to any period which is definitely known or agreed upon by the Parties as well as adjustment of the device. All the invoices issued during such period under Article 9 of this Contract shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between Buyer and Seller. If the period of error is neither known nor agreed upon, and there is no evidence as to the duration of such period of

[redacted]

error, corrections shall be made and invoices amended for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device. However, the provisions of this Section 9(b) shall not be applied to require the modification of any invoice that has become final under the invoicing provisions of Article 9 of this Contract.

10. Costs and Expenses of Test and Verification

All costs and expenses for testing and verifying Seller's measurement devices as provided for in this Section B shall be borne by Seller, and all costs and expenses for testing and verifying Buyer's measurement devices as provided for in this Schedule B shall be borne by Buyer. The fees and charges of independent surveyors for measurements and calculations as provided for in Sections 7, 8, and 9, shall be borne equally by Seller and Buyer.

[redacted]

SCHEDULE "C"

MILESTONE SCHEDULE

Event	Buyer	Seller
Start of Site Prep	Done	Done
Start of Foundation Construction	TBD	TBD
Start of GAMMA Refurbishment	N/A	January 1, 1998
Mechanical Completion - Power Facility	December 15, 1998	N/A
Mechanical Completion - LNG Facilities - Trinidad	N/A	January 1, 1999
GAMMA Refurbishment Complete	N/A	January 1, 1999
Commercial Operations - Power Facility	April 15, 1999	N/A
Start Sea/Gas Trials	N/A	January 15, 1999
End Sea/Gas Trials	N/A	February 1, 1999
Issue of Class Certificate	N/A	March 1, 1999
Date of Initial Supply from Trinidad Facilities	N/A	July 1, 1999 (IS Date)
Commercial Operations - LNG Facilities	December 15, 1999	October 1, 1999 (FCS Date)

The above dates represent agreed targets which are not legally binding and are subject to revision in accordance with Section 4.5.

EXHIBIT 14.4

ENCUMBRANCES ON SELLER'S ASSETS

Seller and its Affiliates have the right to the exclusive use of Seller's Receiving Facilities with certain exceptions set forth in the following documents:

Storage Service Agreement between Distrigas of Massachusetts Corporation and Boston Gas Company dated December 17, 1988, as amended November 22, 1989.

Deed conveying certain land in Everett, Massachusetts to Distrigas of Massachusetts Corporation subject to easements, rights and restrictions therein set forth or referred to, dated August 8, 1972, and recorded at the Middlesex South Registry of Deeds, Book 12279, p. 058, as modified by Easement Modification among Eastern Gas and Fuel Associates, Boston Gas Company and Distrigas of Massachusetts Corporation dated February 10, 1977.

Wharf Rights Agreement among Eastern Gas and Fuel Associates, the First National Bank of Boston, Hugo Neu Steel Products, Inc., Proleride Transport Systems, Inc. and Union Carbide Corporation dated March 30, 1970 and recorded in the Middlesex South Registry of Deeds, Book 11815, p. 590, as amended March 2, 1971 and so recorded in Book 11967, p. 525.

Seller and its Affiliates have the right to the exclusive use of the LNG vessel GAMMA with an exception set forth in the following document:

Trinidad Supply Contract

[redacted]

EXHIBIT 20.4

ASSIGNMENT AND ASSUMPTION AGREEMENT

Cabot LNG Corporation, a Delaware corporation ("Cabot"), hereby assigns to Atlantic LNG Company of Trinidad and Tobago, a Trinidad and Tobago company ("ALNG"), all of its rights under that certain LNG Sales Contract amended and restated and dated as of July 31, 1997 (the "Sales Contract") between Cabot and EcoEléctrica, L.P., a Bermuda exempted limited partnership ("Eco"), and hereby transfers and delegates to ALNG all of its liabilities and obligations under the Sales Contract, effective as of the date accepted by ALNG as indicated below.

ALNG agrees from time to time to perform further acts and execute and deliver such documents as may be required by law or reasonably requested by Cabot or Eco to effect the intention of this agreement. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York, United States of America and, to the extent applicable, the laws of the United States of America, excluding any choice-of-law rules which would require the application of the laws of any other jurisdiction.

CABOT LNG CORPORATION

By _____
Name:
Title:

Accepted and agreed to as of this ___ day of _____ in the year _____

ATLANTIC LNG COMPANY
OF TRINIDAD AND TOBAGO

By _____
Name:
Title:

EcoEléctrica
A KENETECH/ENRON COMPANY

October 1, 1998

U.S. Department of Energy
Office of Fuels Programs
FE-53, Room 3H-087
1000 Independence Avenue, S.W.
Washington, D.C. 20585

ATTN: Semi Annual Report

RE: EcoEléctrica LNG Import Terminal and Cogeneration Project
Docket No. 94-91-LNG
Order No. 1042
Semi-Annual Progress Report

In accordance with Order No. 1042, Item D, the following information is provided.

1. LNG Supply Contracts

Information on the finalized contract has been supplied to the Office of Fuels Programs. This item of information submittal is complete.

2. Construction Status

Significant progress has been made by EcoEléctrica in its construction efforts since it submitted its last Semi-Annual Report on April 15, 1998. Rather than attempting to summarize in this letter all the construction highlights that have occurred since the April 15 Report, we have attached the executive summaries from the last six monthly construction reports issued to EcoEléctrica by its construction contractor.

3. Update on Commercial Start-Up

The anticipated date of commercial start-up of the EcoEléctrica Project is the third quarter of 1999.

Please be informed that Mr. Robert C. Wyatt is no longer with the Project. I have assumed his responsibilities as the Environmental Compliance Manager.

I trust the information provided above fulfills the reporting requirements of Item D in the referenced Order. Please call me at (787) 759-0202 or (787) 835-1550 with any question or comments.

Sincerely,

Ivette Laborde de Crescioni
Environmental Compliance Manager