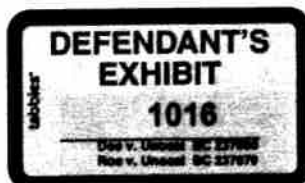


GAS PIPELINE OPERATING AGREEMENT
FOR GAS TRANSPORTATION COMPANY
TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	DEFINITIONS	5
2	EFFECTIVE DATE AND TERM	7
3	OBLIGATIONS AND LIABILITIES	5
4	OPERATOR	5
4.1	Designation of Operator	5
4.2	Rights and Duties of Operator	5
4.3	Employees of Operator	5
4.4	Information Supplied by Operator	10
4.5	Settlement of Claims and Lawsuits	10
4.6	Liability of Operator	11
4.7	Insurance Obtained by Operator	11
4.8	Commingling of Funds	12
4.9	Resignation of Operator	12
4.10	Removal of Operator	12
4.11	Appointment of Successor	13
5	OPERATING COMMITTEE	14
5.1	Establishment of Operating Committee	14
5.2	Powers and Duties of Operating Committee	14
5.3	Authority to Vote	14
5.4	Subcommittees	15
5.5	Notice of Meeting	15
5.6	Contents of Meeting Notice	15
5.7	Location of Meetings	15
5.8	Operator's Duties for Meetings	16
5.9	Voting Procedure	16
5.10	Record of Votes	16
5.11	Minutes	17
5.12	Voting by Notice	17
5.13	Effect of Vote	18

[Handwritten signature]



UYP3 008171

5	WORK PROGRAMS AND BUDGETS	18
6.1	Proposal and approval of Implementation Plan for construction and related Work Programs and Budgets	18
6.2	Proposal and Approval of Work Programs and Budgets for Operations	19
6.3	Itemization of Expenditures	19
6.4	Contract Awards	20
6.5	Authorization for Expenditure ("AFE") Procedure	20
6.6	Overexpenditures of Work Programs and Budgets	21
7	MGTC DEFAULT	21
8	CONFIDENTIAL INFORMATION - PROPRIETARY TECHNOLOGY	22
8.1	Confidential Information	23
8.2	Continuing Obligations	23
8.3	Proprietary Technology	23
9	FORCE MAJEURE	23
9.1	Obligations	23
9.2	Definition of Force Majeure	24
10	NOTICES AND INFORMATION	24
10.1	Notices	24
10.2	Information	25
11	APPLICABLE LAW AND DISPUTE RESOLUTION	25
11.1	Applicable Law	25
11.2	Dispute Resolution	25

8

12	GENERAL PROVISIONS	27
12.1	Conflicts of Interest	27
12.2	Public Announcements	27
12.3	Successors and Assigns	28
12.4	Waiver	28
12.5	Severance of Invalid Provisions	28
12.6	Modifications	28
12.7	Headings	29
12.8	Singular and Plural	29
12.9	Gender	29
12.10	Counterpart Execution	29
12.11	Entirety	29

Signature Page

EXHIBIT "A" - Accounting Procedure

31



UYP3 008173

GAS PIPELINE OPERATING AGREEMENT

THIS AGREEMENT is made as of the Effective Date among MOATTAMA GAS TRANSPORTATION COMPANY LIMITED, a limited liability company incorporated in Bermuda (hereinafter referred to as "MGTC"), on the one part and TOTAL MYANMAR EXPLORATION AND PRODUCTION, a company incorporated in France (hereinafter referred to as "TMEP" or "Operator"), on the other part. The companies named above may sometimes individually be referred to as "Party" and collectively as the "Parties".

RECITALS

Capitalized terms used in this Agreement, including the Recitals, shall have the meanings set out in Article 1

WHEREAS on July 9th 1992 TOTAL MYANMAR EXPLORATION AND PRODUCTION has entered into a Production Sharing Contract, a Memorandum of Understanding and a Side-Letter (together hereinafter referred to as the "Contract") with MYANMA OIL AND GAS ENTERPRISE (hereinafter referred to as "MOGE") covering certain areas located in the Union of Myanmar, referred to as the Contract Area :

WHEREAS in accordance with the terms and conditions of the Contract, the MGTC has been established and its Shareholders have entered on the same date as this Agreement a Shareholders Contract Agreement ("the Shareholders Agreement") to govern their rights and obligations in respect of MGTC,

WHEREAS, the EGSA shall be entered into on February 2nd 1995 and the gas sold under the EGSA shall be transported by MGTC, pursuant to the EGTA entered into on the same date as this Agreement :

WHEREAS, the Parties desire to define their respective rights and obligations with respect to the operations to be conducted by MGTC :

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements and obligations set out below and to be performed, the Parties agree as follows :

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following words and terms shall have the meaning ascribed to them below.

- 1.1 Accounting Procedure means the rules, provisions and conditions set forth and contained in Exhibit A to this Agreement.
- 1.2 AFE means an authorization for expenditure pursuant to Article 6.5
- 1.3 Affiliate has the meaning given to that term in the Shareholders Agreement.
- 1.4 Agreed Interest Rate means interest compounded on a monthly basis, at the rate per annum equal to the one (1) month term LIBOR rate for U.S. Dollar deposits, as published by The Wall Street Journal or if not published, then by the Financial Times of London, plus four percent (4 %), applicable on the first Business Day prior to the due date of payment and thereafter on the first Business Day of each succeeding one (1) month term. If the aforesaid rate is contrary to any applicable usury law, the rate of interest to be charged shall be the maximum rate permitted by such applicable law.
- 1.5 Agreement means this agreement, together with the Exhibit attached to this agreement.
- 1.6 Business Day means a day on which the banks in the Union of Myanmar are customarily open for business.
- 1.7 Calendar Year or Year means a period of twelve (12) months commencing with January 1 and ending on the following December 31 according to the Gregorian Calendar.
- 1.8 Contract means the instrument concluded between MOGE and TMEP identified in the first recital to this Agreement and any extension, renewal or amendment thereof agreed to in writing by the parties to said instrument.
- 1.9 Contractual Delivery Date has the meaning given to that term in the EGSA.
- 1.10 Contract Area means the surface area which is described in the Contract.
- 1.11 Crude Oil means crude mineral oil, asphalt, ozokerite, casing head petroleum spirit, and all kinds of hydrocarbons and bitumens whether in solid, liquid or mixed forms including condensate and other substances extracted or separated from Natural Gas.
- 1.12 Day means a calendar day unless otherwise specifically provided.
- 1.13 Defaulting Party shall have the meaning ascribed in Article 7.1
- 1.14 Effective Date means the date this Agreement comes into effect as stated in Article 2.

8

- 1 15 EGSA means the Export Gas Sales Agreement, in the form annexed to the MOUG, executed by the parties thereto in connection with the sale by each Participant of its share of Natural Gas produced from the Production Project to PTT
- 1 16 EGTA means the Export Gas Transportation Agreement entered into between the Participants and MGTC, in connection with the transportation of Natural Gas through the Export Pipeline.
- 1 17 General Manager means the person appointed to be the General manager of MGTC in the manner, and with the duties and functions, described in Article 8 of the Shareholding Agreement
- 1 18 Government means the government of the Union of Myanmar.
- 1 19 Government Oil Company means MOGE and its successor(s).
- 1 20 Gross Negligence means any act or failure to act (whether sole, joint or concurrent) by a Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such Party knew, or should have known, such act or failure would have had on the safety or property of another person or entity, but shall not include any error of judgment or mistake made by such Party in the exercise in good faith of any function, authority or discretion conferred on the Party employing such under this Agreement.
- 1 21 Implementation Plan has the meaning given to that term in Article 6.1
- 1 22 MGTC Account means the account maintained by Operator in accordance with the provisions of this Agreement and of the Accounting Procedure for MGTC Operations.
- 1 23 MGTC Documents means the Shareholders Agreement, the Memorandum of Association and the Bye-Laws, related to MGTC, and includes this Agreement.
- 1 24 MGTC Operations means those operations and activities carried out by Operator pursuant to this Agreement, the costs of which are chargeable to MGTC
- 1 25 MGTC Property means, at any point in time, all facilities, equipment, materials, information, funds and the property held for the MGTC Account.
- 1 26 Minimum Work Obligations means those work and/or expenditure obligations which must be performed by MGTC until the Contractual Delivery Date to transport Sales Gas from the Receipt Point and to deliver it at the Point of Delivery under the conditions provided for in the EGTA to which MGTC is a party.
- 1 27 "Natural Gas" means all gaseous hydrocarbons produced from wells, including wet mineral gas, dry mineral gas, casing head gas and residue gas remaining after the extraction or separation of liquid hydrocarbons from wet gas

- 1 28 Operating Committee means the committee of Shareholders of MGTC constituted in accordance with Article 5
- 1 29 Operator means a Party to this Agreement designated as such in accordance with this Agreement
- 1 30 Party means any of the entities named in the first paragraph to this Agreement and includes any respective successors or assigns in accordance with the provisions of this Agreement
- 1 31 Point of Delivery has the meaning given to that term in the EGSA
- 1 32 Receipt Point has the meaning given to that term in the EGTA.
- 1 31 Sales Gas has the meaning given to that term in the EGSA.
- 1 32 Shareholders has the meaning given to that term in the Shareholders Agreement.
- 1 33 Shareholding Interest has the meaning given to that term in the Shareholders Agreement.
- 1 34 Senior Supervisory Personnel means any supervisory employee of a Party or of any of its Affiliates who functions as such Party's designated manager or supervisor who is responsible for, or in charge of construction or transportation and related operations, or any other gas transportation operations; and any employee of such Party who functions at a management level equivalent to or superior to such supervisory employee, or an officer or a director of such Party.
- 1 34 Special Approval has the meaning given to that term in the Shareholders Agreement.
- 1 35 Work Program and Budget means a work program for MGTC Operations and budget therefore as described and approved in accordance with Article 5.

ARTICLE 2 - EFFECTIVE DATE AND TERM

This Agreement shall have effect from the 30th Day of January, 1995 and shall, subject to Paragraphs (A) and (B) below continue in effect as long as MGTC is in existence or, otherwise until such time as all materials, equipment and movable property used in connection with the MGTC Operations have been removed and disposed of, and final settlement has been made among the Parties.

To prevent the premature termination of obligations continuing after the termination of this Agreement as set forth above, those Articles referenced in (A), and (B) below, and all other portions of this Agreement directly and necessarily related thereto, shall remain in effect until:

- (A) all obligations, claims, arbitrations and lawsuits have been settled or otherwise disposed of in accordance with Article 4.5 and Article 11, and

[Handwritten signature]

- (B) the time relating to the protection of confidential information and proprietary technology has expired in accordance with Article 8

ARTICLE 3 - OBLIGATIONS AND LIABILITIES

Unless otherwise provided in this Agreement, all liabilities and expenses incurred by Operator in connection with MGTC Operations shall be charged to the MGTC Account and all credits to the MGTC Account shall belong to MGTC.

ARTICLE 4 - OPERATOR

4.1 Designation of Operator

TMEP is hereby designated as Operator, and agrees to act in accordance with the terms and conditions of this Agreement and of the other MGTC Documents which terms and conditions shall also apply to any successor Operator

4.2 Rights and Duties of Operator

- (A) Subject to the terms and conditions of this Agreement, Operator shall have all of the rights, functions and duties of Operator under the MGTC Documents and shall have exclusive charge of and shall conduct all MGTC Operations. Operator may employ the services of its parent company as well as independent contractors and/or agents in such MGTC Operations.
- (B) In the conduct of MGTC Operations Operator shall
- (1) Perform MGTC Operations in accordance with the provisions of the MGTC Documents and the instructions of the Operating Committee
 - (2) Conduct all MGTC Operations in a diligent, safe and efficient manner in accordance with good and prudent oil and gas industry practices generally followed by the international petroleum industry under similar circumstances, and with all applicable laws and regulations.
 - (3) Subject to Article 4.6, neither gain a profit nor suffer a loss as a result of being the Operator under this Agreement.
 - (4) Perform the duties for the Operating Committee set out in Article 5, and prepare and submit to the Operating Committee the proposed Work Programs, Budgets and AFE as provided in Article 6
 - (5) Acquire on behalf of MGTC all permits, consents, approvals, surface or other rights that may be required for or in connection with the conduct of MGTC Operations

J

UYP3 008178

- (5) Permit the representatives of MGTC or members of the Operating Committee to have at all reasonable times, in a manner which will not unduly interfere with operations and at their own risk and expense reasonable access to the MGTC Operations with the right to observe all such MGTC Operations and to inspect all MGTC Property and to conduct financial audits as provided in the Accounting Procedure
- (7) Promptly pay and discharge all liabilities and expenses incurred in connection with the MGTC Operations and use its reasonable efforts to keep and maintain the MGTC Property free from all liens, charges and encumbrances arising out of MGTC Operations
- (8) Pay to the Government for the MGTC Account, all applicable taxes, fees and other payments pertaining to MGTC Operations
- (9) Have in accordance with the decisions of the Operating Committee, the exclusive right and obligation to represent MGTC in all dealings with the Government and with MOGE with respect to matters arising under the MGTC's Operations. Members of the Operating Committee shall have the right to attend meetings on matters materially affecting MGTC or the rights and obligations of the parties under the MGTC Documents but only in the capacity of observers, the Operator being the spokesman for MGTC and the members of the Operating Committee. Operator shall notify MGTC and the members of the Operating Committee as soon as possible of such meetings.
- (10) In the case of an emergency including but not limited to severe accidents to pipeline or other transportation installations, take without consideration of any budget limitation all necessary and proper measures for the protection of life, health, the environment and property provided, however, that Operator shall as soon as practicable notify MGTC and the members of the Operating Committee of the details of such emergency and measures.

4.3 Employees of Operator

Operator shall determine the number of employees, the selection of such employees, the hours of work and the compensation to be paid to all such employees in connection with the MGTC Operations. Operator shall employ only such employees, agents and contractors as are reasonably necessary to conduct MGTC Operations.

Operator shall advise his foreign personnel appointed under this Agreement to abide by the Laws of the Union of Myanmar and to not interfere with the political affairs of the Union of Myanmar.

4.4 Information Supplied by Operator

2

- (A) Operator shall provide MGTC and each member of the Operating Committee the following data and reports as they are currently produced or compiled from the MGTC Operations:
- (1) Engineering studies, development schedules and monthly progress reports on development projects;
 - (2) Reports and information from the activities pursuant to this Agreement or as instructed by the Operating Committee; and
 - (3) Subject to Article 8.3., such additional information for each member of the Operating Committee as it from time to time may request. Each member of the Operating Committee shall consult with Operator regarding such request so that the preparation of such information will not unduly burden Operator's administrative and technical personnel.
- (B) Operator shall give MGTC and each member of the Operating Committee access at all reasonable times to all other data acquired in the conduct of MGTC Operations. Any member of the Operating Committee may make copies of such other data at its sole expense.

4.5 Settlement of Claims and Lawsuits

Operator shall promptly notify MGTC and each member of the Operating Committee of any and all suits and of any and all claims in excess of U.S. Dollars fifty thousand (U.S.\$ 50,000) and such other claims as the Operating Committee may direct which arise out of MGTC Operations or relate in any way to MGTC Operations or MGTC property. Operator shall represent MGTC and defend or oppose the claim or suit. Operator may in its sole discretion compromise or settle any such claim or suit or any related series of claims or suits for an amount not to exceed the equivalent of U.S. Dollars two hundred and fifty thousand (U.S.\$ 250,000), exclusive of legal fees. Operator shall obtain, and act in accordance with, the approval and direction of the Operating Committee in respect of proceedings for amounts in excess of the above stated amount.

4.5 Liability of Operator

- (A) Except as set out in this Article 4.6, the Party designated as Operator shall bear no cost, expense or liability resulting from performing the duties and functions of the Operator under this Agreement.
- (B) MGTC shall be liable for and shall defend and indemnify Operator, its mother company and their respective consultants, agents, employees, officers and directors (the "Indemnitees") from any and all costs, expenses (including reasonable attorneys' fees) and liabilities incident to claims, demands or causes

of action of every kind and character brought by or on behalf of any person or entity for damage to or loss of property or damage to the environment or for injury to illness or death of any person or entity, which damage, loss, injury, illness or death arises out of or is incident to any act or failure to act by Indemnitees in the conduct of or in connection with MGTC Operations regardless of the cause of such damage, loss, injury, illness or death and EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF OPERATOR (OR ANY SUCH INDEMNITEE), provided that if any Senior Supervisory Personnel of Operator or of any of its Affiliates engage in Gross Negligence that proximately causes MGTC to incur cost, expense or liability for such damage, loss, injury, illness or death then Operator shall bear all such costs, expenses and liabilities.

- (C) Notwithstanding the foregoing under no circumstances shall any Indemnitee (except as a Shareholder to the extent of its Shareholding Interest) bear any cost, expense or liability for environmental, consequential, or any other similar indirect damages or losses, including but not limited to those arising from business interruption, inability to transport gas, loss of profits, pollution control and environmental amelioration or rehabilitation.

4.7 Insurance Obtained by Operator

- (A) Operator shall obtain and maintain, or cause to be obtained and maintained, such insurances as are necessary to comply with applicable laws, rules and regulations and all costs thereof shall be charged to the MGTC Account.
- (B) Operator undertakes to recommend to the Operating Committee such additional insurance as it deems appropriate and shall obtain and maintain, or cause to be obtained and maintained, such additional insurances as shall be determined by the Operating Committee and all costs thereof shall be charged to the MGTC Account.
- (C) MGTC shall be free to obtain and maintain for its own account and benefit any insurance in addition to the insurances as mentioned above.
- (D) Any insurances as mentioned above, whether maintained by Operator or MGTC, shall contain waivers of subrogation by the insurers in favour of the Operator and MGTC, as appropriate, or shall name them as co-insured.
- (E) All losses, damages, liabilities, judgments and associated expenses including legal services incurred in or arising out of the conduct of MGTC Operations howsoever caused which are not recoverable from the insurances maintained or caused to be maintained by Operator in accordance with the provisions of this Article 4.7 shall be borne by MGTC.
- (F) Operator shall use its reasonable efforts to require all contractors performing work in

8

respect of MGTC Operations to obtain and maintain any and all insurance in the types and amounts required by any applicable laws, rules and regulations or any decision of the Operating Committee and shall use its reasonable efforts to require all such contractors to name Operator and MGTC as additional insureds on contractor's insurance policies or to obtain from their insurers waivers of all rights of subrogation in favour of Operator and MGTC

4.8 Commingling of Funds

Operator shall not commingle with its own funds the monies which it receives from or for the MGTC Account pursuant to this Agreement

4.9 Resignation of Operator

Subject to Article 4.11, Operator may resign as Operator at any time by so notifying MGTC and each member of the Operating Committee at least one hundred and twenty (120) Days prior to the effective date of such resignation

4.10. Removal of Operator

(A) Subject to Article 4.11, Operator shall be removed upon receipt of notice from MGTC at the direction of the Operating Committee if

- (1) An order is made by a court or an effective resolution is passed for the dissolution, liquidation, winding up, or reorganization of Operator.
- (2) Operator dissolves, liquidates or terminates its corporate existence.
- (3) Operator becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or
- (4) A receiver is appointed for a substantial part of Operator's assets

(B) Subject to Article 4.11, Operator may be removed by the decision of MGTC made at the direction of the Operating Committee if Operator has committed a material breach of this Agreement which Operator has failed to commence to rectify within thirty (30) Days of receipt of a notice from MGTC detailing the alleged breach. Any decision of the Operating Committee that MGTC should give notice of breach to Operator or remove Operator under this Article 4.10(B) shall be made by the unanimous vote of all representatives of the Shareholders on the Operating Committee (excluding the Operator's Affiliates representatives)

(C) If there is a direct or indirect change in control of Operator (other than a transfer of control to an Affiliate of Operator), Operator shall be required to promptly notify MGTC and the members of the Operating Committee. The Operating Committee shall vote within fifteen (15) Days of such notification on whether or



not a successor Operator should be named pursuant to Article 4.11. For purposes of this Article, control means the ownership directly or indirectly of more than fifty per cent (50%) of the shares or voting rights of Operator.

4.11 Appointment of Successor Operator

When a change of Operator occurs pursuant to Article 4.9 or Article 4.10:

- (A) The Operating Committee shall meet as soon as possible to designate for appointment by MGTC a successor Operator pursuant to the voting procedure of Article 5.9. However, no person may be appointed successor Operator against its will.
- (B) If the Operator disputes commission of or failure to rectify a material breach alleged pursuant to Article 4.10(B) and proceedings are initiated pursuant to Article 11, no successor Operator may be appointed pending the conclusion or abandonment of such proceedings.
- (C) If an Operator is removed, other than in the case of Article 4.10(C), no Affiliate of Operator shall have the right to vote for itself or for any of its Affiliates on the appointment of a successor Operator, nor be considered as a candidate for the successor Operator.
- (D) A resigning or removed Operator shall be compensated out of the MGTC Account for its reasonable expenses directly related to its resignation or removal, except in the case of Article 4.10(B).
- (E) The Operating Committee shall arrange for the taking of an independent inventory of all MGTC Property and an audit of the books and records of the removed Operator. Such inventory and audit shall be completed, if possible, no later than the effective date of the change of Operator. The liabilities and expenses of such inventory and audit shall be charged to the MGTC Account.
- (F) The resignation or removal of Operator and its replacement by the successor Operator shall not become effective prior to receipt of any necessary governmental approvals.
- (G) Upon the effective date of the resignation or removal, the successor Operator shall succeed to all duties, rights and authority prescribed for Operator under this Agreement. The former Operator shall transfer to the successor Operator custody of all MGTC Property, books of accounts, records and other documents maintained by Operator pertaining to the Contract Area and to MGTC Operations. Upon delivery of the above-described property and data, the former Operator shall be released and discharged from all obligations and liabilities as Operator accruing after such date.

[Handwritten mark]

ARTICLE 5 - OPERATING COMMITTEE5.1 Establishment of Operating Committee

To provide for the overall supervision and direction of MGTC Operations there is established an Operating Committee composed of the General Manager and representatives of each Shareholder. The General Manager shall be a non-voting participant on the Operating Committee. Each Shareholder shall appoint one (1) representative and one (1) alternate representative to serve on the Operating Committee. Each Shareholder shall as soon as possible after the date of this Agreement give notice in writing to MGTC, Operator and the other Shareholders of the name and address of its representative and alternate representative to serve on the Operating Committee. Each Shareholder shall have the right to change its representative and alternate at any time by giving proper notice to such effect to MGTC, Operator and the other Shareholders.

5.2 Powers and Duties of Operating Committee

The Operating Committee shall have power and duty to authorize and supervise MGTC Operations that are necessary or desirable to fulfil the purpose of MGTC (as described in the MGTC Documents) in accordance with this Agreement and in a manner appropriate in the circumstances.

5.3 Authority to Vote

The representative of a Shareholder, or in his absence his alternate representative shall be authorized to represent and bind such Shareholder with respect to any matter which is within the powers of the Operating Committee and is properly brought before the Operating Committee. Each such representative shall have a vote equal to the Shareholding Interest of the Shareholder such person represents. Each alternate representative shall be entitled to attend all Operating Committee meetings but shall have no vote at such meetings except in the absence of the representative for whom he is the alternate. In addition to the representative and alternate representative, each member of the Operating Committee may also bring to any Operating Committee meetings such technical and other advisors as it may deem appropriate. Notwithstanding the foregoing provisions of this Article 5, no representative of a Shareholder shall have any right to vote or attend meetings of the Operating Committee if the Shareholder whom he represents is in default under the Shareholders' Agreement or otherwise disentitled by the terms of that agreement from participating in the Operating Committee.

5.4 Subcommittees

The Operating Committee may establish such subcommittees, including technical subcommittees, as the Operating Committee may deem appropriate. The functions of such subcommittees shall be in an advisory capacity or as otherwise determined unanimously by the members of Operating Committee.

J

5.5 Notice of Meeting

- (A) Operator may call a meeting of the Operating Committee by giving notice to MGTC the Shareholders and the General Manager at least fifteen (15) Days in advance of such meeting.
- (B) Any member of the Operating Committee may request a meeting of the Operating Committee by giving proper notice to MGTC Operator and all the other Shareholders. Upon receiving such request Operator shall call such meeting for a date not less than twenty (20) Days nor more than thirty (30) Days after receipt of the request.
- (C) The notice periods above may only be waived with the unanimous consent of MGTC Operator and all the members of the Operating Committee.

5.6 Contents of Meeting Notice

- (A) Each notice of a meeting of the Operating Committee as provided by Operator shall contain
 - (1) The date, time and location of the meeting and
 - (2) An agenda of the matters and proposals to be considered and/or voted upon
- (B) MGTC Operator or any member of the Operating Committee by notice to the other such parties given not less than ten (10) Days prior to a meeting may add additional matters to the agenda for a meeting.
- (C) On the request of MGTC Operator or any member of the Operating Committee and with the unanimous consent of all such parties the Operating Committee may consider at a meeting a matter or proposal not contained in such meeting agenda.

5.7 Location of Meetings

All meetings of the Operating Committee shall be held in Yangon (Myanmar) or elsewhere as may be decided by the Operating Committee.

5.8 Operator's Duties for Meetings

- (A) With respect to meetings of the Operating Committee and any subcommittee Operator's duties shall include, but not be limited to
 - (1) Timely preparation and distribution of the agenda

- (2) Organization and conduct of the meeting, and
- (3) Preparation of a written record or minutes of each meeting
- (B) Operator shall have the right to appoint the chairman of the Operating Committee and of all subcommittees. Such chairman shall have no voting right

5.9 Voting Procedure

5.9.1 The Special Approval of the members of the Operating Committee shall be required for the following matters:

- (a) Decision with respect to the Implementation Plan for the construction of the gas pipeline
- (b) Decision for subsequent compression facilities to be built in Article 6.1
- (c) Decision for connecting of any future pipeline to the existing pipeline
- (d) Approval of Work Programs and Budgets related to operations mentioned in (a), (b) and (c) hereabove

5.9.2 All other decisions of the Operating Committee require the affirmative vote of at least two representatives of the Shareholders not being Affiliates of each other and representing at least an aggregate Shareholding Interest of sixty per cent (60 %) of the aggregate of all Shareholding Interests. However if the concurrence of such representatives cannot be reached for decisions relating to a Work Program which has to be carried out in order to comply with the Minimum Work Obligations, decisions will be taken on a simple majority basis and, absent a simple majority vote then the Operator's proposal (restricted to those Minimum Work Obligations) shall be deemed approved by the Operating Committee.

5.10 Record of Votes

The Chairman of the Operating Committee shall appoint a secretary who shall make a record of each matter or proposal voted on and the results of such voting at each Operating Committee meeting. Each member of the Operating Committee shall sign and be provided a copy of such record at the end of such meeting and it shall be considered the final record of the decisions of the Operating Committee.

5.11 Minutes

The secretary shall provide Operator, MGTC and each member of the Operating Committee with a copy of the minutes of the Operating Committee meeting within fifteen (15) Days after the end of the meeting. Each such party shall have fifteen (15) Days after receipt of such minutes to give notice of its objections to the minutes to the secretary. A failure to give notice specifying objection to such minutes within said fifteen

②

(15) Day period shall be deemed to be approval of such minutes. In any event, the votes recorded under Article 5.10 shall take precedence over the minutes described above.

5.12 Voting by Notice

- (A) In lieu of a meeting, Operator may submit any matter or proposal for a decision of the Operating Committee by giving each member of that committee proper notice describing the matter or proposal so submitted. Each member of the Operating Committee shall communicate its vote by proper notice to Operator and the other member of that Committee within one of the following appropriate time periods after receipt of Operator's notice:
 - (1) forty-eight (48) hours in the case of operations which involve the use of a pipe-laying barge that is standing by and accumulating charges to the MGTC Account;
 - (2) fifteen (15) Days in the case of all other matters or proposals, provided however that in case of urgency such time period may be reduced, as notified by Operator to the extent rendered necessary by the circumstances;
 - (3) twenty (20) Days in the case a revision of a current budget is submitted for approval pursuant to Article 6.6 (B).
- (B) Except in the case of Article 5.12 (A) (1), MGTC or any member of the Operating Committee may by notice delivered to Operator, MGTC, and to each representative on the Operating Committee within two (2) Days of receipt of Operator's notice request that the matter or proposal be decided at a meeting rather than by notice. In such an event, that matter or proposal shall be decided at a meeting duly called for that purpose.
- (C) Except as provided in Article 6.5, any member of the Operating Committee failing to communicate its vote in a timely manner shall be deemed to have voted against such matter or proposal.
- (D) If a meeting is not requested, then at the expiration of the appropriate time period, Operator shall give MGTC and each member of the Operating Committee a confirmation notice stating the tabulation and results of the vote.

5.13 Effect of Vote

All decisions taken by the Operating Committee pursuant to this Article shall be conclusive and binding on Operator and MGTC. Further, decisions taken by the members of the Operating Committee (being representatives of the Shareholders) under this Agreement shall be considered, for all purposes, as decisions taken by the Shareholders in general meeting and shall be binding

②

upon all the Shareholders

ARTICLE 6 - WORK PROGRAMS AND BUDGETS

6.1 Proposal and approval of Implementation Plan for construction and related Work Programs and Budgets

- (A) The Operator shall as soon as practicable, deliver to MGTC and each member of the Operating Committee an implementation plan ("Implementation Plan") for the construction of the transportation facilities together with the first annual Work Program and Budget and provisional Work Programs and Budgets for the remainder of the construction of the facilities, which shall contain inter alia
- (1) Details of the proposed work to be undertaken, personnel required and expenditures to be incurred, including the timing of same on a Calendar Year basis.
 - (2) An estimated date for the completion of the construction works
 - (3) A construction plan for the pipeline to be laid between the production facilities on the Contract Area and the Point of Delivery of the gas on the Myanmar-Thailand border.
 - (4) A description of compression facilities to be built later on.
 - (5) Any other information requested by the Operating Committee
- (B) After receipt of the Implementation Plan, or earlier if necessary to meet any applicable deadline under the EGTA, the Operating Committee shall meet to consider, modify and then either approve or reject the Implementation Plan and the first annual Work Program and Budget for construction submitted by Operator. If the Implementation Plan is approved by the Operating Committee, Operator shall, as soon as possible, take such steps as may be required under the Contract to secure approval of the Implementation Plan by the Government and Government Oil Company. In the event the Government or Government Oil Company requires changes in the Implementation Plan, the matter shall be resubmitted to the Operating Committee for further consideration.
- (C) If the Implementation Plan is approved, such work shall be incorporated into and form part of annual Work Programs and Budgets, and Operator shall on or before the 15th of September of each Calendar Year submit a preliminary Work Program and Budget for construction for the following Calendar Year to MGTC and each member of the Operating Committee. On or before October 15th of each Calendar Year Operator shall deliver the proposed final Work Program and Budget for the following Calendar Year for consideration of the Operating Committee and within thirty (30) Days after such submittal the Operating

UYP3 008188

Committee shall endeavour to agree to such Work Program and Budget, including any necessary or appropriate revisions to the Work Program and Budget for the approved Implementation Plan

6.2 Proposal and approval of Work Programs and Budgets for Operations

Not later than September 15th of each Calendar Year, Operator shall deliver to MGTC and each member of the Operating Committee for review a proposed preliminary Work Program and Budget detailing the MGTC Operations to be performed for the following Calendar Year. On or before October 15th of each Calendar Year Operator shall deliver the proposed final Work Program and Budget for the following Calendar Year, for consideration of the Operating Committee, and within thirty (30) Days of such delivery, the Operating Committee shall meet to consider and to endeavor to agree on such Work Program and Budget.

The Work Program and Budget agreed pursuant to this Article shall include the Minimum Work Obligations, or at least that part of such Minimum Work Obligations required to be carried out during the Calendar Year in question

If within the time periods prescribed in this Article the Operating Committee is unable to agree on such Work Program and Budget, Operator shall take such actions, but only such actions for the MGTC Account as are necessary to fulfill the MGTC's obligations and duties.

6.3 Itemization of Expenditures

- (A) During the preparation of the proposed Work Programs and Budgets contemplated in this Article 6, Operator shall consult with the Operating Committee regarding the contents of such Work Programs and Budgets
- (B) Each Work Program and Budget submitted by Operator shall contain an itemized estimate of the costs of MGTC Operations and all other expenditures to be made for the MGTC Account during the Calendar Year in question
- (C) The Work Program and Budget shall specify the kind and extent of such operations in such details as the Operating Committee may deem suitable.

6.4 Contract Awards

Unless otherwise agreed by the Operating Committee and except for the services of its parent company, the Operator shall invite competitive bids for all contracts pertaining to the performance of MGTC Operations and anticipated to require payments in excess of one million U.S. Dollars (U.S. \$ 1,000,000) and shall notify each member of the Operating Committee when a contractual commitment is entered into and supply each such member, at its request with copies of each such contract and of any subsequent revisions thereto. Operator shall take into account the current availabilities of the international market and the Operator's own availabilities

6.5 Authorization for Expenditure ("AFE") Procedure

- (A) Operator shall be entitled to make or commit to such expenditures for the MGTC Account as it shall consider necessary and prudent in order to carry out a good and workmanlike operation for the MGTC Account provided however that Operator shall not make or commit to an expenditure for the MGTC Account for any single capital budget item or identifiable project of a value in excess of two million (2,000,000) U.S. Dollars without AFE approval having been given by the Operating Committee in respect of such operations. For identifiable heavy maintenance works to be performed such level shall be reduced to one million (1,000,000) U.S. Dollars. Such respective two million (2,000,000) and one million (1,000,000) U.S. Dollars levels may be adjusted by the Operating Committee to reflect inflation.

Such AFE shall contain information describing the type of operation concerned, and the purpose, location and estimated cost thereof.

- (B) An AFE will require approval of representatives at the Operating Committee representing at least an aggregate Shareholding Interest of sixty (60) per cent of the aggregate of all Shareholding Interests and the Shareholders shall be bound by such approval.
- (C) Representatives receiving an AFE not exceeding twelve million (12,000,000) U.S. Dollars shall, within twelve (12) Days of receipt thereof, give written notice to the other stating approval or disapproval and return to the Operator the signed or rejected AFE.
- (D) Representatives receiving an AFE exceeding twelve million (12,000,000) U.S. Dollars but not exceeding thirty six million (36,000,000) U.S. Dollars shall within twenty-one (21) Days of receipt thereof, give written notice to the other representatives stating approval or disapproval, and return to the Operator the signed or rejected AFE.
- (E) Representatives receiving an AFE exceeding thirty six million (36,000,000) U.S. Dollars shall, within twenty-six (26) Days of receipt thereof, give written notice to the other representatives stating approval or disapproval, and return to the Operator the signed or rejected AFE.
- (F) The representatives shall exercise all their reasonable endeavours to return the AFE within the aforementioned twelve (12), twenty-one (21) or twenty-six (26) Day period dependent upon the value of the AFE.

Failure to return an AFE within the aforementioned twelve (12), twenty-one (21) or twenty-six (26) Day period shall be deemed to be an approval of the AFE.

UYP3 008190

- (G) Representatives having approved budget items may not reject AFEs for those budget items, unless the costs shown on the AFEs are more than ten (10) per cent greater than the estimate of costs included in the budget or unless there are sound technical reasons for rejection of the AFE, which shall be indicated in writing
- (H) Irrespective of the value, any member of the Operating Committee shall have the right of access to the documents associated with any AFE
- (I) The restriction contained in this Article shall be without prejudice to Operator's rights to make expenditures as set out in Article 4.2.(B) (10)

6.6 Over expenditures of Work Programs and Budgets

- (A) For expenditures on any line item of an approved Work Program and Budget, Operator shall be entitled to incur, without as the case may be furnishing a supplemental AFE, overexpenditures for such line item up to ten per cent (10 %) of the authorized amount for such line item provided that cumulative total of all overexpenditures for a Calendar Year shall not exceed five per cent (5 %) of the total Work Program and Budget in question
- (B) At such time that Operator is certain that the limit of five percent (5%) of Article 6.6.(A) will be exceeded, Operator shall submit a revision of the current budget to the Operating Committee for its approval and shall provide each member of at the Operating Committee with full details of such overexpenditures. Operator shall promptly give notice of the amounts of overexpenditures when actually incurred.
- (C) Subject to Article 4.2.(B) (10), Operator may not undertake expenditures, with respect to activities or operations not contemplated by the approved Budget aggregating in excess of the equivalent of five hundred thousand United States Dollars (U.S. \$ 500,000) without first obtaining the express approval of the Operating Committee.

If the Operator expends all or a portion of the equivalent of five hundred thousand United States Dollars (U.S. \$ 500,000), it may obtain the approval of all representatives on the Operating Committee in respect thereto and thereafter the amount so approved may be available for such non anticipated expenditures prior to the approval of the next annual budget. This is intended by the representatives on the Operating Committee to provide the Operator with a single limited discretionary contingency fund which would be replenished after the details of its expenditures have been reported to, and received the approval of, the Operating Committee

ARTICLE 7 - MGTC DEFAULT

- (A) If MGTC fails to fund when due any amount accrued pursuant to this Agreement then

2

MGTC shall be in default under this Agreement. Operator shall promptly give written notice of such default to MGTC and the members of the Operating Committee

- (B) MGTC may remedy its default by the payments of all amounts so in default

ARTICLE 8 - CONFIDENTIAL INFORMATION - PROPRIETARY TECHNOLOGY

8.1 Confidential Information

- (A) Subject to the provisions of the Contract, the Parties agree that all information and data acquired or obtained by either Party in respect of MGTC Operations shall be considered confidential and shall be kept confidential and not be disclosed during the term of the Contract and for a period of five (5) years after expiration of the Contract to any person or entity not party to this Agreement, except
- (1) To an Affiliate, provided such Affiliate maintains confidentiality as provided in this Article.
 - (2) To a governmental agency or other entity when required by any applicable law
 - (3) To the extent such data and information is required to be furnished in compliance with any applicable laws or regulations, or pursuant to any legal proceedings or because of any order of any court binding upon a Party.
 - (4) Subject to Article 8.1.(B), to potential contractors, contractors, consultants and attorneys employed by either Party where disclosure of such data or information is essential to such contractor's, consultant's or attorney's work.
 - (5) Subject to Article 8.1.(B), to a bona fide prospective transferee of a Shareholder's Shareholding Interest (including an entity with whom a Shareholder is conducting bona fide negotiations directed toward a merger, consolidation or the sale of a majority of its or an Affiliate's shares).
 - (6) Subject to Article 8.1.(B), to a bank or other financial institution to the extent appropriate to a Shareholder arranging for funding for its obligations under the Shareholders Agreement.
 - (7) To the extent such data and information must be disclosed pursuant to any rules or requirements of any government or stock exchange having jurisdiction over such Party or its Affiliates, provided that if either Party

[Handwritten signature]

desires to disclose information in an annual or periodic report to its or its Affiliates' shareholders and to the public and such disclosure is not required pursuant to any rules or requirements of any government or stock exchange, then such Party shall comply with Article 12.2.

- (8) To its respective employees for the purpose of MGTC Operations, subject to each Party taking customary precautions to ensure such data and information is kept confidential; and
 - (9) Where any data or information which, through no fault of a Party, becomes a part of the public domain.
- (B) Disclosure pursuant to Article 8.1.(A) (4), (5) and (6) shall not be made unless prior to such disclosure the disclosing Party has obtained a written undertaking from the recipient party to keep the data and information strictly confidential and not to use or disclose the data and information except for the express purpose for which disclosure is to be made.

8.2 Continuing Obligations

Any Party ceasing to be a Party during the term of this Agreement shall nonetheless remain bound by the obligations of confidentiality and any disputes shall be resolved in accordance with Article 11.

8.3 Proprietary Technology

Nothing in this Agreement shall require a Party to divulge proprietary technology to the other Party.

ARTICLE 9 - FORCE MAJEURE

9.1 Obligations

If as a result of Force Majeure a Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation to pay any amounts due or to furnish security, then the obligations of the Party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The Party claiming Force Majeure shall notify the other Party of the Force Majeure situation within a reasonable time after the occurrence of the facts relied on and shall keep that other Party informed of all significant developments. Such notice shall give reasonably full particulars of said Force Majeure and also estimate the period of time which said Party will probably require to remedy the Force Majeure. The affected Party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible in an economic manner but shall not be obligated to settle any labor dispute except on terms acceptable to it and all such disputes shall be handled

8

within the sole discretion of the affected Party

9.2. Definition of Force Majeure

For the purpose of this Agreement, "Force Majeure" shall include the results of war, political disturbances, riots or civil commotions, total or partial breakdown or stoppage of airplanes, steamships or other means of transportation, fires, thefts, floods, earthquakes, epidemics or any other cause beyond a Party's reasonable control.

ARTICLE 10 - NOTICES AND INFORMATION

10.1 Notices

Except as otherwise specifically provided, all notices authorized or required between the Parties or the members of the Operating Committee by any of the provisions of this Agreement, shall be in writing, in English and delivered in person or by registered mail or by courier service or by any electronic means of transmitting written communications which provides confirmation of complete transmission, and addressed to such Parties as designated below. The originating notice given under any provision of this Agreement shall be deemed delivered only when received by the Party to whom such notice is directed, and the time for such Party to deliver any notice in response to such originating notice shall run from the date the originating notice is received. The second or any responsive notice shall be deemed delivered when received. "Received" for purposes of this Article with respect to written notice delivered pursuant to this Agreement shall be the receipt by the sender of the written acknowledgment, whether obtained electronically or otherwise. Each Party shall have the right to change its address at any time and/or designate that copies of all such notices be directed to another person at another address, by giving written notice thereof to the other Party.

MOATTAMA GAS TRANSPORTATION COMPANY LIMITED :

Attention: General Manager
YANGON BRANCH
5 Pyay Road, 6th Mile
HLAING TOWNSHIP P.O. 11051
YANGON, UNION OF MYANMAR

with copy to

MGTC
c/o Clarendon House
Church Street, Hamilton HMCX
Bermuda
Attention: Mr. Donald MALCOM



UYP3 008194

TOTAL MYANMAR EXPLORATION AND PRODUCTION,
YANGON BRANCH
5 Pyay Road, 6th Mile
HLAING TOWNSHIP P O 11051
YANGON, UNION OF MYANMAR
Telex 0 8321434 TMEP BM

with copy to

TOTAL MYANMAR EXPLORATION AND PRODUCTION
Tour TOTAL
TEP/FEO
92069 PARIS LA DEFENSE FRANCE
Attention: Mr J M BEUQUE

To the members of the Operating Committee to the respective addresses of the Shareholders set out in the Shareholders' Agreement.

10.2 Information

Where this Agreement provided that information is to be delivered or made available to MGTC, such requirement shall be satisfied by delivering or making such information available to the General Manager

ARTICLE 11 - APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 Applicable Law

This Agreement shall be governed by, construed, interpreted and applied in accordance with English law, excluding any conflict of law rules which would refer the matter to the laws of another jurisdiction

11.2 Dispute Resolution

- (A) Any dispute, controversy or claim arising out of or in relation to in connection with this Agreement or the operations carried out under this Agreement, including without limitation any dispute as to the validity, interpretation, enforceability or breach of this Agreement, shall be exclusively and finally settled by arbitration, and either Party may submit such a dispute, controversy or claim to arbitration
- (B) The arbitration shall be held and determined by three (3) arbitrators. Each side shall appoint an arbitrator of its choice within thirty (30) Days of the submission of a notice of arbitration. The Party-appointed arbitrators shall in turn appoint a presiding arbitrator of the tribunal within twenty (20) Days following the appointment of both Party-appointed arbitrators. If the Party-appointed

arbitrators cannot reach agreement on a presiding arbitrator of the tribunal and/or one Party refuses to appoint its Party-appointed arbitrator within said twenty (20) Day period the appointing authority for the implementation of such procedure shall be designated in accordance with the UNCITRAL Arbitration Rules as at present in force. All decisions and awards by the arbitration tribunal shall be made by majority vote

(C). Unless otherwise expressly agreed in writing by the Parties to the arbitration proceedings

- (1) The arbitration proceedings shall be held in Singapore
- (2) The arbitration proceedings shall be conducted in the English language and the arbitrators shall be fluent in the English language
- (3) The arbitrators shall be and remain at all times wholly independent and impartial
- (4) The arbitration proceedings shall be conducted in accordance with the UNCITRAL Arbitration Rules as at present in force.
- (5) Any procedural issues not determined under the arbitral rules selected pursuant to Article 11.2.(C) (4) shall be determined by the law of the place of arbitration, other than those laws which would refer the matter to another jurisdiction
- (6) The costs of the arbitration proceedings (including attorneys' fees and costs) shall be borne in the manner determined by the arbitrators
- (7) The decision of a majority of the arbitrators shall be reduced to writing, final and binding without the right of appeal, the sole and exclusive remedy regarding any claims, counterclaims, issues or accountings presented to the arbitrators; made and promptly paid in U.S. Dollars free of any deduction or offset, and any costs or fees incident to enforcing the award, shall to the maximum extent permitted by law be charged against the Party resisting such enforcement
- (8) Consequential, punitive or other similar damages shall not be allowed provided, however, the award may include appropriate punitive damages where a Party has engaged in delaying and dilatory actions
- (9) The award shall include interest from the date of any breach or violation of this Agreement, as determined by the arbitral award, and from the date of the award until paid in full, at the Agreed Interest Rate
- (10) Judgment upon the award may be entered in any court having jurisdiction over the person or the assets of the Party owing the

8

judgment or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

- (11) Whenever the Parties are of more than one nationality, the presiding arbitrator shall not be of the same nationality as any of the Parties or their ultimate parent entities.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Conflicts of Interest

- (A) Each Party undertakes that it shall avoid any conflict of interest between its own interests (including the interests of Affiliates) and the interests of the other Party in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Parties in connection with activities contemplated under this Agreement.
- (B) The provisions of the preceding paragraph shall not apply to
- (1) A Party's performance which is in accordance with the local preference laws or policies of the host government, or
- (2) A Party's acquisition of products or services from an Affiliate or the sale thereof to an Affiliate, made in accordance with rules and procedures established by the Operating Committee

12.2 Public Announcements

- (A) Operator shall be responsible for the preparation and release of all public announcements and statements regarding this Agreement or the MGTC Operations; provided that, no public announcement or statement shall be issued or made unless prior to its release all members of the Operating Committee have been furnished with a copy of such statement or announcement and the approval of at least two representatives of the Shareholders not being Affiliates of each other and representing at least an aggregate Shareholding Interest of sixty per cent (60%) of the aggregate of all Shareholding Interests has been obtained. Where a public announcement or statement becomes necessary or desirable because of danger to or loss of life, damage to property or pollution as a result of activities arising under this Agreement, Operator is authorized to issue and make such announcement or statement without prior approval of the Operating Committee, but shall promptly furnish all the members of the Operating Committee with a copy of such announcement or statement.
- (B) If a Shareholder wishes to issue or make any public announcement or statement regarding this Agreement or the MGTC Operations, it shall not do so

0

unless prior to its release, such Shareholder furnishes Operator, MGTC and the members of the Operating Committee with a copy of such announcement or statement, and obtains the approval of at least two representatives of the Shareholders not being Affiliates of each other and representing at least an aggregate Shareholding interest of sixty per cent (60 %) of the aggregate of all Shareholding interests; provided that, notwithstanding any failure to obtain such approval, no Shareholder shall be prohibited from issuing or making any such public announcement or statement if it is necessary to do so in order to comply with the applicable laws, rules or regulations of any government, legal proceedings or stock exchange having jurisdiction over such Shareholder as set forth in Articles 8.1.(A) (3) and (7)

12.3 Successors and Assigns

Subject to the limitations on transfer contained in the MGTC Documents, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties

12.4 Waiver

No waiver by any Party of any one or more defaults by the other Party in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or of a different character. Except as expressly provided in this Agreement no Party shall be deemed to have waived, released or modified any of its rights under this Agreement unless such Party has expressly stated, in writing, that it does waive release or modify such right

12.5 Severance of Invalid Provisions

If and for so long as any provision of this Agreement shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

12.6 Modifications

Except as is provided in Article 12.5, there shall be no modification of this Agreement except by written consent of both Parties

12.7 Headings

The topical headings used in this Agreement are for convenience only and shall not be construed as having any substantive significance or as indicating that all of the provisions of this Agreement relating to any topic are to be found in any particular Article

12.8 Singular and Plural

Reference to the singular includes a reference to the plural and vice versa

12.9 Gender

Reference to any gender includes a reference to all other genders

12.10 Counterpart Execution

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes, provided no Party shall be bound to this Agreement unless and until both Parties have executed a counterpart. For purposes of assembling all counterparts into one document, Operator is authorized to detach the signature page from one or more counterparts and, after signature thereof by MGTC, and itself attach each signed signature page to a counterpart.

12.11 Entirety

This Agreement is the entire agreement of the Parties concerning the matters covered hereunder and supersedes all prior understanding and negotiations of the Parties

However this Agreement is not intended to supersede any particular obligations (such as carrying obligations) that any Party may have undertaken towards the other Party under separate agreements such as farm-in agreements

IN WITNESS of their agreement each Party has caused its duly authorized representative to sign this instrument on the date indicated below such representative's signature

MOATTAMA GAS TRANSPORTATION COMPANY

By Jean Marie BEUQUE

[Signature]

Title Chairman

Date 30/01/1995

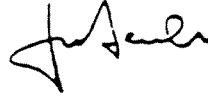
[Signature]

TOTAL MYANMAR EXPLORATION AND PRODUCTION

By Jean Paul Beque

Title Director General

Date 30/01/1995



UYP3 008200

EXHIBIT A
ACCOUNTING PROCEDURE

UYP3 008201

8

EXHIBIT A

ACCOUNTING PROCEDURE
TABLE OF CONTENTS

SECTION		Page
SECTION I - GENERAL PROVISIONS		
1.1.	Purpose	3
1.2.	Conflict with Agreement	4
1.3.	Definitions	4
1.4.	MGTC Account Records and Currency Exchange	4
1.5.	Statements and Billings	5
1.6.	Payments and Advances	6
1.7.	Adjustments	8
1.8.	Audits	8
SECTION II - CHARGEABLE COSTS AND EXPENDITURES		
2.1.	Licences, Permits, etc	10
2.2.	Labour and Related Costs	10
2.3.	Material	13
2.4.	Transportation and employee Relocation Costs	13
2.5.	Services	14
2.6.	Damage and Loss to MGTC Property	14
2.7.	Insurance	15
2.8.	Legal Expenses	15
2.9.	Duties and Taxes	15
2.10.	Offices, Camps and Other Facilities	16
2.11.	Overheads	16
2.12.	Other Expenditures	17

SECTION

Page

SECTION III - MATERIAL

3.1.	Purchases from Third Parties.....	17
3.2.	Specific stock of Material for MGTC Operations	17
3.3.	Material furnished by the Operator.....	18
3.4.	Warranty	19
3.5.	Disposals.....	19
3.6.	Material distributed in kind or purchased by one of the Parties	19
3.7.	Inventories	20

APPENDIX 1 - STANDARD RATES FOR PERSONNEL
AND SERVICES AS OF 01/01/1994

D

EXHIBIT A

ACCOUNTING PROCEDURE

Attached to and made part of the Gas Pipeline Operating Agreement (GPOA) hereinafter called the "Agreement", effective as of the 30th day of January, 1995, by and between MGTC and TOTAL MYANMAR EXPLORATION AND PRODUCTION acting in its capacity of Operator.

SECTION I

GENERAL PROVISIONS

1.1. Purpose

1.1.1. The purpose of this Accounting Procedure is to establish equitable methods for determining charges and credits applicable to operations under the Agreement which reflect the cost of MGTC Operations to the end that neither the Operator nor MGTC shall gain or lose in relation to each other.

1.1.2. The Parties agree that if any of such methods prove unfair or inequitable to Operator or MGTC, the Parties shall meet and in good faith endeavour to agree on changes in methods deemed necessary to correct any unfairness or inequity.

D

1.2. Conflict with Agreement

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the Agreement to which this Accounting Procedure is attached, the provisions of the Agreement shall prevail.

1.3. Definitions

The definitions contained in Article 1 of the Agreement to which this Accounting Procedure is attached, shall apply to this Accounting Procedure and have the same meanings when used herein. In addition certain terms used herein are defined as follows :

"Country of Operations" shall mean : the Union of Myanmar

"Material" shall mean any equipment, machinery, materials, articles, supplies and consumables either purchased or leased, or rented, or transferred by Operator and used in MGTC Operations.

"Controllable Material" shall mean Material which the Operator subjects to record control and inventory in accordance with good international petroleum industry practice.

1.4. MGTC Account Records and Currency Exchange

1.4.1. Operator shall at all times maintain and keep true and correct records of all revenues, costs and expenditures under the Agreement, as well as other data necessary or proper for the settlement of accounts between the Parties hereto in connection with their rights and obligations under the Agreement and to enable MGTC to comply with applicable income tax and other laws.

1.4.2. Operator shall maintain accounting records pertaining to MGTC Operations in accordance with generally accepted accounting practices used in the international petroleum industry and any applicable statutory obligations of the Country of Operations as well as the provisions of the Agreement.

①

- 1.4.3. MGTC Accounts shall be maintained by Operator in the English language and in U.S. Dollars.
Any costs incurred or proceeds received in a currency other than U.S. Dollars, including the currency of the Union of Myanmar shall be converted into U.S. Dollars computed at the prevailing rate of exchange of the day on which the costs or expenditures were paid or the proceeds were received.
- 1.4.4. Any currency exchange gain or loss shall be credited or charged to MGTC Account.
- 1.4.5. The accrual basis for accounting shall be used in preparing accounts concerning MGTC Operations.

1.5. Statements and Billings

- 1.5.1. Operator shall submit monthly to MGTC within thirty (30) days after the end of each month (within forty five (45) days for the month of March), statements of the revenues, costs and expenditures incurred during the prior month, indicating by appropriate classification the nature thereof, the corresponding budget category, and a comparison of actual cost incurred to each AFE outstanding.

Operator shall submit a complete yearly statement not later than the end of February of the following year.

D

Monthly and Yearly statements shall contain the following information :

- advances of funds setting forth the currencies received from MGTC.
- summary of costs, credits, and expenditures on a current month, year-to-date, and inception-to-date basis.

1.5.2. Operator shall, upon request, furnish a description of the accounting classifications used by it.

1.5.3. Amounts included in the statements and billings shall be expressed in U.S. dollars.

1.6. Payments and advances

If Operator so requests, MGTC shall advance the amount of estimated cash requirements for the operating month concerned. Not later than the 5th of the operating month concerned, the Operator shall make a written request to MGTC and will also give a tentative estimate for the next two months cash requirements.

The due date for payment of such cash calls shall be set by Operator, but shall be at least twenty (20) days after receipt of such cash calls by MGTC. The request shall set out the funds in U S Dollars or Japanese Yen, Swiss Franc, French Franc, Deutsche Mark, Sterling Pound as Operator may select. This list of currencies shall be extended as and when the Central Bank of Myanmar will authorize other currencies to be utilized by MOGE.

Cash calls submitted by Operator shall be so detailed or contain such explanations as to permit reference of each item therein to the appropriate item in the approved budget and to the relevant AFE, if applicable.

2

Should Operator be required to pay any large sums of money for MGTC Operations, which were unforeseen at the time of providing MGTC with monthly estimated cash requirements, the Operator may make a written request to MGTC for special advances covering such payments. MGTC shall make such special advance within fifteen (15) days of receipt of such notice.

If a cash advance exceeds the cash expenditures the next succeeding cash call, after such determination, shall be adjusted accordingly.

All payments by MGTC shall be made at a place designated by Operator and Operator shall provide the names and addresses of such banking institutions where funds are to be credited to the Operator's account as well as the Operator's account number.

All payments by MGTC shall be made to an interest-bearing account established for MGTC Operations on or before the due date, and if not so paid, the provisions of Article 7. of the Agreement shall apply.

BT

1.7. Adjustments

Payments of any advances or billings shall not prejudice the right of MGTC to protest or question the correctness thereof ; provided, however, all bills and statements rendered to MGTC by Operator during any Calendar Year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of such Calendar Year, unless within the said twenty-four (24) month period MGTC takes written exception thereto and makes claim on Operator for adjustment. Failure on the part of MGTC to make claim on Operator for adjustment within such period shall establish the correctness thereof and preclude the filing of exceptions thereto or making claims for adjustment thereon. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the specific stock as provided for in Section 3.7. Operator shall be allowed to make adjustments to MGTC Account after such twenty-four (24) month period if these adjustments result from audit exceptions outside of this Agreement, third party claims, or Government requirements. Any such adjustments shall be subject to audit within the time period specified in Section 1.8.1.

1.8. Audits

1.8.1. Upon sixty (60) days written notice to Operator, MGTC shall have the right, within the twenty four (24) month period following the end of any Year to audit MGTC Accounts and records relating to the operations made under this Agreement for such Year .

Any such audit shall be conducted within forty-five (45) days.

J

The right of audit includes the right of access at all reasonable times during normal business hours to all accounts, books and records pertaining to MGTC Account maintained by Operator. If MGTC desires verification of charges representing a proportionate share in the cost of the Operator's other activities, it may do so to the extent the Operator is able to present such information without infringing the confidential or proprietary nature of such information. In case such infringement might occur, MGTC may request to obtain an audit certificate from an independent external auditor of international standing acceptable to the Operator. Operator shall make every reasonable effort to cooperate with MGTC and, where appropriate, the independent auditors as the case may be and will provide reasonable facilities and assistance.

1.8.2. At the conclusion at the Operator's premises of each audit, MGTC shall endeavour to settle outstanding matters and a written report will be remitted to Operator within three (3) months of the conclusion at the Operator's premises of each audit. The report shall include all claims arising from such audit together with comments related to the operation of the accounts and records. Operator shall reply in writing to the report as soon as possible and in any event not later than three (3) months following the receipt of the report.

1.8.3. All adjustments resulting from an audit agreed between Operator and MGTC shall be made promptly in MGTC Account by Operator and reported to MGTC.

Any unresolved dispute arising in connection with an audit shall be submitted to arbitration in accordance with Article 11.2 of the Agreement.

1.8.4. Any information obtained by MGTC under the provisions of this Section 1.8 shall be kept confidential.

2

SECTION II

CHARGEABLE COSTS AND EXPENDITURES

Operator shall charge MGTC Account for all reasonable costs necessary to conduct MGTC Operations. Such costs shall include, but are not limited to :

2.1. Licences, Permits, etc

All direct costs if any attributable to the acquisition, maintenance renewal or relinquishment of licences, permits, contractual and/or surface rights acquired for MGTC Operations, when paid by Operator in accordance with the provisions of the Agreement.

2.2. Labour and related costs

2.2.1. Operator's locally recruited employees

The actual cost of all the Operator's locally recruited employees who are directly engaged in the conduct of MGTC Operations. Such costs shall include all employee salaries, benefits and government benefits for employees and taxes and other charges levied on the Operator as an employer, transportation and relocation costs of the employee and such employee's family limited to spouse and dependent children.

If such employees are engaged in other activities in addition to MGTC Operations, the cost of such employees shall be allocated on an equitable prorata basis according to sound and acceptable accounting principles.

2.2.2. Assigned personnel

The cost of the personnel of the Operator's Affiliates working in Country of Operations or in third countries other than France (hereinafter referred to as "Countries of Assignment") for MGTC Operations. The cost of these personnel shall be as per rates representing the Operator's Affiliates actual cost excluding overhead allocations, according to Operator's Affiliates's usual practice.

Such rates shall not include furnished accommodation in the Country of Operations, medical and dental treatment of the employee and immediate family, local schooling expenses and any other local employment costs paid by the Operator, according to Operator's usual practice. Such costs shall be charged separately to MGTC Account.

As early as possible, in each Calendar Year, Operator shall provide MGTC with the provisional rates referred to above applicable for such Year as per Appendix 1.

As soon as possible after the end of each Calendar Year, the actual costs incurred by the Operator's Affiliates during the concerned year as the basis for such rates shall be audited by an internationally recognized independent firm of auditors.

Any difference between the costs charged by the Operator's Affiliates during the year on the basis of provisional rates and the final certified costs shall be adjusted accordingly and corresponding audit costs shall be charged to MGTC Account.

If such employees are engaged in other activities in Countries of Assignment in addition to MGTC Operations, the costs of such employees shall be allocated on an equitable prorata basis according to sound and acceptable accounting principles.

2.2.3. Personnel of Operator's Affiliates based outside Countries of Assignment working for MGTC Operations on a time sheet basis

The costs of such personnel shall be charged at rates which represent the Operator's Affiliates actual cost excluding overhead allocation. These rates include all costs incidental to the employment of such personnel, but do not include transportation and living expenses they may incur for the performance of such work. In case the work is performed outside the country where such personnel is based, the rate will be charged from the date such personnel leave the town where they usually work until their return thereto, including days which are not working days in the country where the work is performed, and excluding any holiday entitlement derived by the employee from his employment in Operator's home country. No charge will be made for overtime.

As early as possible, in each Calendar Year, Operator shall provide MGTC with the provisional rates referred above for such Year as per Appendix 1.

As soon as possible after the end of each Calendar Year, the actual costs incurred by the Operator's Affiliates during the concerned year as the basis for such rates shall be audited by an internationally recognized independent firm of auditors.

Any difference between the costs charged by the Operator's Affiliates during the year on the basis of provisional rates and the final certified costs shall be adjusted accordingly and corresponding audit costs shall be charged to MGTC Account.

2.2.4. Provisions common to Sections 2.2.2. and 2.2.3.

Sections 2.2.2. and 2.2.3. above have been agreed upon considering the present structure of the Operator and its Affiliates. Should the Operator be changed, or should the Operator's Affiliates change their present structure or organization, these sections shall be revised accordingly.

2.2.5. Employees training expenses

Training expenses for the employees resident in the Country of Operations and the contribution to training under Article 7 of the MGTC Agreement

2.3. Material

Cost, net of discounts taken by Operator, of Material purchased or furnished by Operator for use in MGTC Operations as provided under Section III. Such costs shall include but are not limited to vendor's invoice price, transportation charges, loading, unloading fees, export and import duties associated with the procurement of material. So far as it is practicable and consistent with safe, efficient and economical operations, such material shall be purchased or furnished by Operator when required for use in MGTC Operations and the accumulation of surplus stock shall be avoided.

2.3.1. Purchasing charges

When required for the benefit of MGTC Operations, Operator may request its Affiliates to provide purchasing and forwarding services. Charges to MGTC Account for the provision of these purchasing and forwarding services shall be charged as per Section 2.2.3 of this Accounting Procedure.

2.4. Transportation and employee Relocation Costs

2.4.1. Transportation of Material and other related costs, including but not limited to origin services, expediting, crating, dock charges, forwarder's charges, surface and air freight, and customs clearance and other destination services.

2.4.2. Transportation of employees as required in the conduct of MGTC Operations, including employees of Operator whose salaries and wages are chargeable under Sections 2.2.2. and 2.2.3. of this Accounting Procedure.

0

- 2.4.3. Relocation costs to or from the Countries of Assignment of employees permanently or temporarily assigned to MGTC Operations, except when employee is reassigned to or from another location classified as a foreign location by Operator, in which event the actual relocation costs chargeable to MGTC Account shall not exceed the costs which would have been incurred had the employee been reassigned to or from France.
- Such costs shall include transportation of employee's families and their personal and household effects and all other relocation costs in accordance with the Operator's Affiliates usual practice.

2.5. Services

No services shall be rendered unless it has been requested by Operator. The services may include but are not limited to :

- 2.5.1. Outside services : the cost of consultants, contract services and utilities procured from third parties.

2.5.2. Operator's Affiliates

The cost of services provided by Operator's Affiliates technical and professional personnel not located within the Countries of Assignment including, but not limited to, laboratory services, geochemical analysis, geological and geophysical studies and interpretation, engineering, and related computer services and data processing, accounting and professional services.

Costs shall include personnel costs charged at rates as per Section 2.2.3. Costs shall also include all other costs, if any, necessary for such technical and professional personnel to perform such services such as, but not limited to, laboratory analysis, documentation, computer support and supplies, which costs shall be according to the Operator's Affiliates standard price-lists provided each Calendar Year as per Appendix 1.

2.6. Damage and Loss to MGTC Property

All costs or expenses necessary for the repair or replacement of MGTC Property resulting from damage or loss incurred by fire, flood, storm, theft, accident, or any other causes. Operator shall as soon as practical furnish to MGTC written notice of each incident causing damage or loss in excess of US \$ 100 000 (one hundred thousand).

2.7. Insurance

- 2.7.1. Premiums for insurances placed for the account of MGTC.
- 2.7.2. The actual expenditure incurred by Operator in settlement of any and all losses, claims, damages, judgments and any other expenses, including legal services, for the benefit of MGTC Operations.
- 2.7.3. All losses, damages, expenses and other liabilities and financial consequences arising from MGTC Operations and materials acquired under this Agreement and not recoverable from insurances obtained and maintained pursuant to Article 4.7 of the Agreement shall be borne by MGTC.

All proceeds or recoveries from joint insurance obtained and maintained pursuant to Article 4.7 of the Agreement shall be credited to MGTC Account.

2.8. Legal Expenses

All costs or expenses not already provided for under Sections 2.5.2. and 2.7.2. hereof, for handling, investigating, defending and settling litigation or claims arising by reason of MGTC Operations or necessary to protect or recover MGTC Property including, but not limited to attorney fees, court costs, cost of investigation or procuring evidence, and amounts paid in settlement or satisfaction of any such litigation or claims.

2.9. Duties and Taxes

All duties and taxes except Operator's income taxes.

8

2.10. Offices, Camps and other Facilities

Cost of staffing, establishing, maintaining and operating any offices, sub-offices, camps, warehouses, housing and other facilities established for the main purpose of supervising, controlling or serving MGTC Operations shall be charged to MGTC Account. If such facilities are used to supervise and control other MGTC Operations or serve operations in addition to MGTC Operations the costs shall be allocated according to sound and acceptable accounting principles approved by the Operating Committee.

2.11. Overheads

2.11.1. The contribution of the Operator's Affiliates to MGTC Operations of an intangible nature shall be deemed compensated by an annual overhead charge based on a sliding scale percentage.

2.11.2. The basis for applying this overhead charge shall be the total costs and expenditures incurred in, or in connection with, the conduct of MGTC Operations during each Financial Year, being a period of 12 months commencing with 1st April and ending with 31st March next following, or fraction thereof, but excluding overhead as allowed under this Section 2.11, and corporate income taxes.

The sliding scale percentage shall be the following :

For the first 5 Million U.S. Dollars per Financial Year	four	(4)	percent
For the next 3 Million U.S. Dollars per Financial Year	two	(2)	percent
For the next 4 Million U.S. Dollars per Financial Year	one	(1)	percent
Over 12 Million U.S. Dollars per Financial Year	half	(0.5)	percent

B

If during a given Financial Year, the amount calculated for such services on the basis of these percentages is less than One Hundred Thousand U.S. Dollars (U.S. \$ 100,000) such amount shall be increased up to said amount of Dollars.

2.12. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions which are incurred by the Operator and its Affiliates for the necessary, proper and reasonable conduct of MGTC Operations.

SECTION III - MATERIAL

3.1. Purchases from third Parties

Material purchased shall be charged at the net cost to the Operator ; such net cost shall include the price paid by the Operator to the vendor after deduction of all discounts actually received. Net cost shall include but shall not be limited to such items as transportation, insurance, duties, licence fees plus a charge to cover purchasing and forwarding costs.

3.2. Specific Stock of Material for MGTC Operations

After receiving the approval of the Operating Committee, the Operator shall maintain in Country of Operations a specific stock of material for MGTC Operations (hereinafter "MGTC Stock"). Such MGTC Stock shall be financed and owned by MGTC.

The cost of acquisition of such MGTC Stock shall be included in the cash calls sent to MGTC as per Section 1.6 above.

BT

3.3. Material furnished by the Operator

Material required for operations or for maintaining MGTC Stock shall be purchased directly whenever practicable, except that Operator may furnish such material from its own stocks inside and/or outside Country of Operations, in which case such material shall be charged as follows :

A) Material and equipment :

The Operator may charge the cost of such material furnished for use in MGTC Operations on the following conditions and in accordance with the provisions of the Agreement :

- (1) New material (Condition "A") which has never been used, shall be priced at the delivered net price which shall not exceed the price prevailing in normal arm's length transaction on the open market.
- (2) Used material (Condition "B")
 - (a) Material which is in sound and serviceable condition and is suitable for re-use without reconditioning shall be classified as Condition "B" and priced at not more than seventy five percent (75 %) of new material as specified in (1) above
 - (b) Material which cannot be classified as Condition "B" but which :
 - (i) after reconditioning will be further serviceable for its original function as good second-hand material Condition "B", or
 - (ii) is serviceable for its original function but is substantially unsuitable for reconditioning,

shall be classified as Condition "C" and priced at no more than fifty percent (50 %) of the price of new material as specified in (i) above. Any cost of reconditioning shall be charged to the unconditioned material provided that the Condition "C" material value plus the cost of reconditioning does not exceed the value of Condition "B" material of the same type.

B) Consumables :

Consumables shall be priced at the weighted average price for the warehouse stock of the consumable in question.

3.4. Warranty

In the event of faulty material, any reimbursement from the supplier shall be credited to MGTC Account.

Operator does not warrant the material furnished.

In case of defective material, credit shall not be passed to MGTC Account until adjustment has been received by Operator from manufacturers or their agents.

3.5. Disposals

- Operator shall have the right to dispose of surplus material on behalf of MGTC but shall not sell major items (being item exceeding US \$ 50 000 in value) of physical assets owned by MGTC without obtaining the prior approval of the Operating Committee.
- If there is no market for junk or obsolete material which has been charged to MGTC Account, the cost, if any, of disposing of such material shall be charged to MGTC Account.
- Proceeds from all sales shall be credited to MGTC Account at the net amount actually collected.

3.6. Material distributed in kind or purchased by one of the Parties

- New material shall be valued at the prevailing market price for similar material.
- Used material shall be priced at seventy five (75) percent of the prevailing market price for similar new material.

②

- Other used material shall be priced at a value commensurate with its use, as approved by the Operating Committee.
- Proceeds from all sales shall be credited to MGTC Account at the net amount actually collected.

3.7. Inventories

Operator shall maintain separately detailed records of Specific Stock.

a) Periodical inventories

At reasonable intervals, but at least once a year, inventories of all Controllable Material shall be taken by Operator. Operator shall give at least sixty (60) days advance written notice of intention to take such inventories to allow the Operating Committee to be represented when any inventory is taken. Failure of the Operating Committee to be represented shall bind the Operating Committee to accept the inventory taken by Operator.

Reconciliation of inventory with MGTC Account shall be made and a list of overages and shortages shall be furnished to the Operating Committee within sixty (60) days of the completion of the inventory. Any inventory adjustment shall be made to MGTC Account accordingly.

b) Special inventories

Whenever there is a sale or the assignment of any Shareholding Interest to a third party, a special inventory may be taken by the Operator, provided the seller and/or purchaser of such Shareholding Interest agrees to bear all the expense thereof. In such cases, both the seller and the purchaser shall be entitled to be represented and shall be bound by the inventory so taken.

Within thirty (30) days of change of Operator, a MGTC Account inventory should be taken.

0

Appendix 1Standard rates for personnel and servicesas of 1/1/19941. Assigned personnel based in Yangon

C1	-	126 000	FF/month
C2	-	106 800	FF/month
C3	-	84 000	FF/month
C4	-	57 000	FF/month

2. Assigned personnel on a rotation basis in Myanmar (Yangon + Moattama)

C1	-	6 840	FF/working day
C2	-	5 488	FF/working day
C3	-	4 192	FF/working day
C4	-	3 384	FF/working day

3. Personnel of Operator's Affiliates based outside Myanmar working for Joint Operations on a time sheet basis

FF/hour	M MANAGER EXPERT	S SENIOR	P PROFESSIONAL	C CLERK
DIR/DDP/DE	1100	805	585	375
Additional charges for mission YANGON	511	204	130	96
Additional charges for mission MOATTAMA	590	300	238	209
MOATTAMA	414	324	262	233

UYP3 008222

4. Services

TYPE OF SERVICE	WORKING UNIT	UNIT PRICE (FF)
Process calculation	U1 CPU process	1
Réservoir simulation	Lump sum	
Photo Laboratory	U1 Laboratory hour	1 300
Singapore office	U1 1/2 day senior	7 100
	U2 1/2 day manager	9300
DE/Intergraph	U1 Monthly subscription	4 500
	U2 Batch CPU second	1.10
	U3 Graph resident per hour	430
	U4 Numbering hour	300
	U5 Lump sum per 1/2 day	1 000
DE/Integral	U1 Integral CPU	1
	U2 Micro GGG 1/2 day	1 000
DE/Documentation	U1 Quaterly subscription	46 000
	U2 Documentary information per minute	11
	U3 Geological data record. per minute	9
	U4 Transcription well tapes on NOD/per tape	6000
	U5 Extraction of data files off NOD/per file	300
Convex 210 supply	U1 Computer resource unit	1.15
HP 9000 supply	U1 Working unit plotting	1.15
	U2 Large format colour	290
	U3 Other format. colours	230
	U4 Black and White	200
	U5 Black and White, large format	220
HP 3000 supply	U1 Working unit HP 3000	1.15
	U2 Working unit HP 3935	1.15
	U3 Working unit HP 3DE1	1.15
	U4 Working unit HP 3DVLP	1.15
Convex 220 supply	U1 Computer resource unit	1.15
DE/MASS spectrometer	U1 Analysis	1 800

B

UYP3 008223