REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

LIQUEFIED NATURAL GAS FOR COMMERCIAL AND INDUSTRIAL ENERGY SECURITY

Submission Deadline:	**9:00 AM EDT / 2:00 PM LAGOS, NIGERIA Time** **AUGUST 7, 2026**
Submission Place:	INFO@POWERGAS.COM

ELECTRONIC proposals shall be clearly marked and received prior to the time and date specified above. Proposals received after said time and date shall not be accepted.

v2.3 (May 2025)

REQUEST FOR PROPOSALS

Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US$1,227,000 to Power Gas Global Investments (Nigeria) Limited (dba Powergas) (the "Grantee") in accordance with a grant agreement dated June 15, 2026 (the "Grant Agreement"). This grant funds a feasibility study ("Feasibility Study") for the Grantee to provide the technical analysis and engineering plans needed to implement a small scale liquefied natural gas (SSLNG) plant and distribution network ("Project") to enable efficient, reliable supply of liquefied natural gas (LNG) to industrial customers, logistics operators, and remote communities across northern Nigeria ("Host Country"). The Grant Agreement is attached as Appendix 3 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

Nigeria's Decade of Gas Strategy (2021–2030) is the overarching policy framework designed to transition the country from a diesel-centric economy to a gas-powered one. The Strategy specifically targets expanded use of compressed natural gas (CNG) for domestic transport needs and LNG for industrial power. Due to limited pipeline infrastructure, industry utilizes a virtual pipeline system, which involves delivering gas to end users via a trucking network. The government is encouraging the development of SSLNG plants and virtual pipeline networks to reach "last mile" users in regions without physical pipeline access.

Due to the significant unmet electricity demand and growing interest in turning to bulk sources like LNG in the industrial sector, the Grantee seeks to develop a scalable SSLNG plant that will have a total nameplate capacity of 200 metric tons per day (mt/d) of LNG, consisting of four trains of 50 mt/d each. The plant will employ state-of-the-art equipment and technology including natural gas metering, regulation, purification, and liquefaction. LNG storage tanks, utilities, and control systems will also be required. It will be located at one of the Grantee's two existing sites, either at the Ebedei CNG Plant in Delta State or the Ogbele CNG Plant in Rivers State. These sites were selected due to their proximity to reliable feedstock and existing natural gas pipeline infrastructure. The expected demand for LNG will be across three main sectors: electricity generation, industrial processes, and chemical feedstocks. The Grantee anticipates that many of their current customers will be interested in supplementing their CNG supply with LNG given the opportunities to secure bulk volumes at similar economics, stabilizing their supply for critical power and heat loads, and still reducing unit fuel costs compared to diesel.

Portions of a background Desk Study are provided for reference in Appendix 2.

1.2 OBJECTIVE

The Feasibility Study would include an LNG market assessment and off-taker engagement to help identify new customers for the Grantee's anticipated LNG operations. The Feasibility Study would also include site and infrastructure assessments; technical designs; and an economic and financial analysis. The Feasibility Study would provide a preliminary environmental impact assessment as well as support with permitting and regulatory compliance for the project. The Feasibility Study would include U.S. sources of supply and development impact assessments.

Lastly, the Feasibility Study would include a risk assessment, financing plan, and implementation plan. The Terms of Reference (TOR) for this Feasibility Study are included as Annex I to the Grant Agreement, attached as Appendix 3 to this RFP.

1.3 PROPOSALS TO BE SUBMITTED

The Grantee is soliciting technical proposals from which it will select a qualified U.S. firm to perform the Feasibility Study. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US$1,227,000. The USTDA grant of US$1,227,000 is a fixed amount. Accordingly, cost will not be a factor in the evaluation and therefore, cost proposals should not be submitted. Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US$1,227,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are contained in Annex II of the Grant Agreement, attached as Appendix 3 to this RFP. In no event will the amounts contributed by USTDA for the Feasibility Study exceed the amount of the Grant Funds. Payment to the Contractor selected will be made directly by USTDA on behalf of the Grantee with the Grant Funds provided under this Grant Agreement.

Appendix 4 contains the Reference Task Values (as defined in Appendix 4) that would be utilized by USTDA in the event of an amendment to or termination of the contract. In the event that (i) the Contract Parties amend the Terms of Reference in accordance with the terms and provisions of the contract, the Reference Task Values may be subject to reasonable and appropriate adjustments to reflect the change in value of one or more Tasks thereunder, subject to USTDA written approval, and in the event that (ii) the Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, or work under the Contract and/or Activity is otherwise not fully completed, USTDA may utilize the Reference Task Values to estimate the value of the work performed by the Contractor under the Terms of Reference prior to such termination or other date as specified by USTDA. To be clear, the Contractor is not required to adhere to these Reference Task Values in completing the work and does not need to seek approval from USTDA for deviations in estimated or actual costs. These Reference Task Values are provided simply because USTDA may refer to them in the event of either of the two (2) circumstances noted above.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Liquefied Natural Gas for Commercial and Industrial Energy Security.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

> The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.
> The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DESK STUDY REPORT

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. Portions of the report are attached at Appendix 2 for background information only. Please note that the final and authoritative TOR referenced in the report are included as Annex I to the Grant Agreement, attached as Appendix 3 to this RFP.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US$1,227,000.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 30 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA’s nationality requirements, including definitions, are detailed in the Grant Agreement in Appendix 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted exclusively in electronic form via email attachment(s) to info@powergas.com. Electronic copies (in English, PDF files preferred) must be received no later than 9:00 AM EDT / 2:00 PM Lagos time on August 7, 2026. Offerors shall not use file hosting services or external links. The maximum attachment size is 25MB per email; if larger, please send multiple emails. The Offeror shall maintain a record of receipt. Proposals received after the deadline will not be accepted."

2.14 LABELING

Proposals submitted electronically must be clearly labeled, including the contact name and the name of the project.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, and e-mail address of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for ninety (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex II of the Grant Agreement, attached as Appendix 3 to this RFP. The successful Offeror shall cause appropriate provisions of its contract, including USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA. By submitting a proposal, the Offeror understands and agrees that (i) the Terms of Reference in Annex I to the Grant Agreement (included herein in Appendix 3) must be completed as written; (2) the Offeror is responsible for completing the Terms of Reference as written; and (3) the Offeror has the capacity to fully complete the Terms of Reference. Per the terms of the contract, any modifications to the Terms of Reference are only valid if both the Grantee and USTDA pre-approve the changes in writing.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee’s approval of each deliverable and associated invoice, the Grantee will forward the invoice to USTDA. Upon receipt of a valid, Grantee-approved invoice, USTDA shall make its disbursement of the grant funds directly to the U.S. firm in the United States. USTDA’s receipt and processing of the invoice does not constitute approval, validation or endorsement by USTDA of the deliverable(s). Payment by USTDA also does not constitute approval or endorsement of the quality of work performed by the Contractor or Subcontractors, or confirmation or agreement by USTDA that the work was performed in accordance with the terms and conditions of the contract, the Terms of Reference for the Feasibility Study or the USTDA Mandatory Contract Clauses. USTDA reserves the right to audit the books, records, and other documentation for the Feasibility

Study as described in USTDA's Mandatory Contract Clauses to the Contract. USTDA may require additional information, such as deliverables, before remitting payment. The last payment shall not be disbursed until the Final Report is approved by the Grantee and USTDA. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses, Annex II of the Grant Agreement, attached as Appendix 3 to this RFP.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is not required because the amount for the contract has been established by a USTDA grant of US$1,227,000, which is a fixed amount.

Each proposal must include the following:

Transmittal Letter,
Cover/Title Page,
Table of Contents,
Executive Summary,
Firm Background Information,
Organizational Structure, Management Plan and Key Personnel,
Technical Approach and Work Plan, and
Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 FIRM BACKGROUND INFORMATION

The Offeror shall provide background information on the U.S. firm and any subcontractors, which may include company name, type of business structure, ownership/management team, location, company history, mission statement, products and services offered, objectives and a vision statement.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT PLAN, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A workforce schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

Project name,
Name and address of client (indicate if joint venture),
Client contact person (name/ position/ current phone and e-mail),
Period of Contract,
Description of services provided,
Dollar amount of Contract, and
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Feasibility Study as described in this RFP.

3.6 SUBMISSION OF RFP QUESTIONS

Prospective Offerors may submit questions related to the content of this RFP to: RFP@ustda.gov. The deadline for submitting questions shall be July 29, 2026, 3:00PM, EST/EDT. The email subject line must read: "RFP Question: Nigeria Liquefied Natural Gas for Commercial and Industrial Energy Security Feasibility Study; 2026-11005A." Questions received by any other means shall not be accepted.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and USTDA shall review the submission and qualifications of the Offeror to ensure compliance with USTDA requirements. USTDA may object to a Contractor selected by a Grantee for a Grant Activity based on criteria provided in Appendix 5 of this RFP. If USTDA issues a no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

EVALUTATION CRITERIA		**POINTS**
1.0	**Firm Technical Capability and Past Performance** Relevant experience in LNG plant development and gas infrastructure advisory; experience in west African countries or comparable developing state contexts	35
2.0	**Technical Approach and Work Plan** Technical approach and methodology; work plan quality and credibility.	35
3.0	**Personnel and Project Team** Experience of project manager; experience of other key professionals; experience of local or regional subcontractors; demonstrated ability to mobilize quickly	30
TOTAL		**100**

Proposals that do not include all requested information shall be considered non-responsive.

Price will not be a factor in contractor selection.

APPENDIX 1

PROJECT SYNOPSIS

NIGERIA: LIQUEFIED NATURAL GAS FOR COMMERCIAL AND INDUSTRIAL ENERGY SECURITY FEASIBILITY STUDY

Power Gas Global Investments (Nigeria) Limited (dba Powergas) invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to execute a feasibility study (FS) for a proposed small scale liquefied natural gas (LNG) plant and distribution network (the "Project") located in Nigeria. The Proposal submission deadline is August 7th, 2026. The U.S. firm selected will be paid in U.S. dollars from a $1,227,000 grant to Powergas from the U.S. Trade and Development Agency.

About the Grantee

Powergas is one of Africa's largest producer and distributors of compressed natural gas (CNG) with over a decade of experience in gas distribution and infrastructure development. Powergas has five operational CNG plants from which they have successfully delivered over 14 billion standard cubic feet (scf) of CNG to industrial, commercial, and transport customers. Their operations span multiple regions in Nigeria, with a robust distribution network and a customer base that includes leading multinational corporations.

Project Background

Due to the significant unmet electricity demand and growing interest in turning to bulk sources like LNG in Nigeria's industrial sector, Powergas seeks to develop a scalable small-scale LNG plant that will have a total nameplate capacity of 200 metric tons per day (mt/d) of LNG, consisting of four trains of 50 mt/d each. The plant will employ state-of-the-art equipment and technology including natural gas metering, regulation, purification, and liquefaction. It will be located at one of Powergas's two existing sites, either at the Ebedei CNG Plant in Delta State or the Ogbele CNG Plant in Rivers State.

About the Study

The Study will involve an LNG market assessment and off-taker engagement to help identify new customers for Powergas's anticipated LNG operations as well as technical analysis and detailed engineering plans needed to implement the Project.

APPENDIX 2

PORTIONS OF BACKGROUND DESK STUDY REPORT

Project Description

B.1 Introduction

Power Gas Global Investment Nigeria Limited (Powergas) proposes the development of a Small-Scale Liquefied Natural Gas (SSLNG) plant. The plant will be located at one of two sites: the Powergas Ebedei, Delta State CNG Plant, or the Powergas Ogbele CNG Compression Plant in Rivers State, Nigeria. Both sites are adjacent to natural gas pipelines. This project is designed to support Nigeria's energy transition goals by promoting the use of natural gas as a cleaner, more efficient energy source for industrial and transportation applications.

The project aligns with the Federal Government of Nigeria's National Gas Expansion Program (NGEP). It aims to address the growing demand for LNG in the domestic market, particularly in underserved regions. Leveraging cutting-edge U.S. LNG technology and expertise, the SSLNG facility will contribute to sustainable economic growth, reduce reliance on diesel and heavy fuel oil, and lower carbon emissions across multiple sectors.

Additionally, Nigeria's Decade of Gas Initiative, focused on transforming Nigeria into a gas-powered economy by 2030 through policy reforms and gas supply projects, supports the development of projects such as Powergas' proposed SSLNG project.

B.2 Project Description

The SSLNG plant has a nameplate capacity of 200 metric tons per day (mt/d), consisting of four trains of 50 mt/d each. There is sufficient gas available to expand to eight trains and achieve a 400 metric tons per day (mt/d) capacity, provided there is sufficient demand.

This scalable infrastructure will enable efficient energy supply to industries, logistics operators, and remote communities, contributing to Nigeria's carbon emissions reduction goals. The final project size will be defined during the feasibility study.

Equipment and Technology Requirements

The plant will employ state-of-the-art equipment and technology to ensure high efficiency, reliability, and compliance with global LNG production standards. Key components include:

- Natural Gas Metering and Regulation Section:
  - Ensures the consistent pressure and flow of incoming gas.
  - Removes particulate impurities for enhanced operational safety.
- Natural Gas Purification Section:
  - Removes contaminants such as CO_2, H_2S, and moisture to meet LNG specifications.
  - Utilizes advanced amine absorption systems and molecular sieve dryers for precision purification.
- Liquefaction Units:
  - Converts purified natural gas into LNG through a highly energy-efficient process.
  - Incorporates air- or water-cooling systems for thermal management.

- LNG Storage Tanks:
  - Double-walled, insulated tanks for cryogenic storage to ensure the safety and stability of stored LNG.
  - Designed for easy loading and dispatch to trucks or secondary storage.
- Utilities and Control Systems:
  - Includes compressors, heaters, and Distributed Control Systems (DCS).
  - Provides real-time monitoring and control, reducing human error and increasing operational safety.

B.3 Project Locations

The LNG plant will be located at one of two sites controlled by Powergas. The sites are located at the Ebedei CNG Plant in Delta State and the Ogbele CNG Compression Plant in Rivers State, adjacent to natural gas pipelines. The two sites are approximately 190 km apart. Both sites are currently supporting Powergas' CNG customers. Both sites are approximately 20 miles from a large highway. The road conditions between the project sites and the main highway are unknown. We are not aware of the road surface conditions, but they appear to be two land roads capable of handling truck transport. Site Assessments will be included in the TOR, and road suitability will be assessed.

Site 1: POWERGAS EBEDEI LIMITED (PEL), CNG Plant - Ebedei, Delta State

- https://maps.app.goo.gl/urLguNxEgtRC3S2D7
- Land Size: 20 Hectares
- Gas Source: Egbaoma Gas Processing Company Ltd. (EGPCL) Gas Wellhead

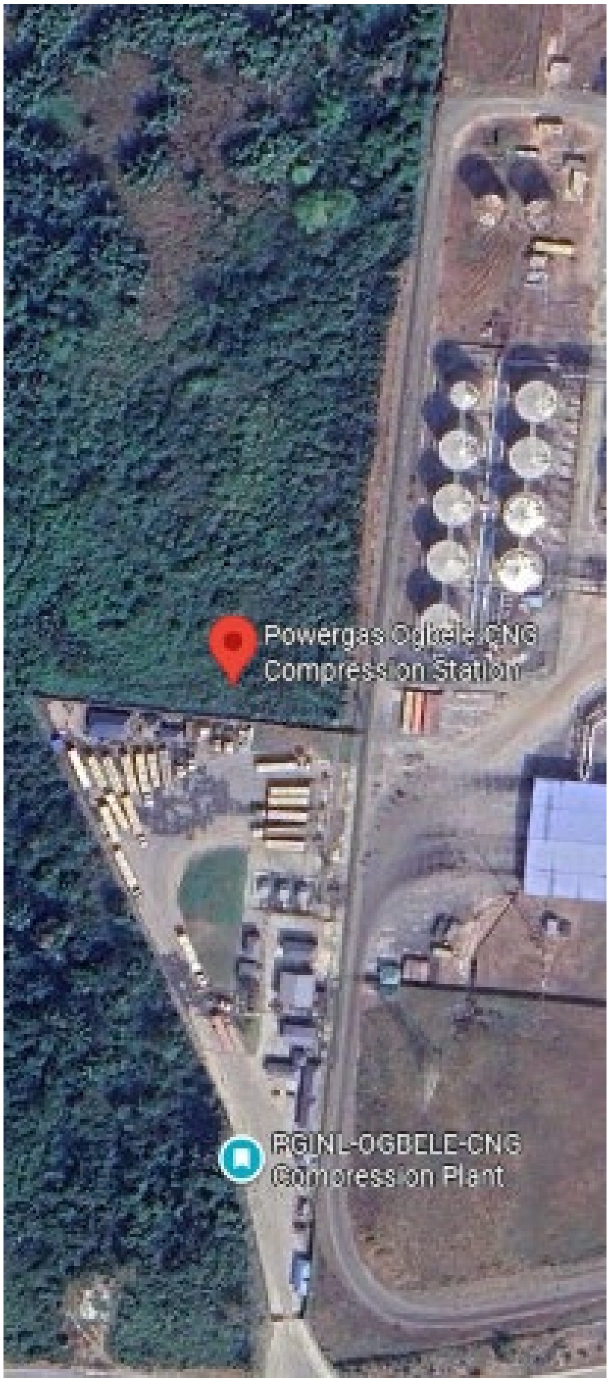
Site 2: POWERGAS GLOBAL INVESTMENT NIGERIA LIMITED - OGBELE CNG Compression Plant, Rivers State

- https://maps.app.goo.gl/Q8waffqNqhboNXme9
- Land Size: 6 Hectares
- Gas Source: Aradel Holdings Plc – Gas Wellhead

These locations ensure a reliable feedstock supply while reducing transportation and logistics costs for raw materials and finished LNG products. These sites were selected due to existing natural gas infrastructure and existing CNG plants owned by Powergas. The sites both have environmental permits and operating permits for CNG. Figures 2 and 3 show the proposed locations of the new LNG plant.

Figure 2: Proposed LNG Plant Site 1 at the Ebedei, Delta State CNG Plant

Figure 3: Proposed LNG Plant Site 2 at the Ogbele CNG Compression Plant, Rivers State



At Ebedei, Powergas' agreement and facility can offtake approximately 5mmscfd (142,000 Nm^3/day) of natural gas, and they can double this where the need arises, as Egbaoma Gas Processing Company Ltd. (Egpcl) - their upstream supplier - is equally looking to grow their production capacity.

At Ogbele, ARADEL Holdings can easily produce about 100 mmscfd (2.83 million Nm^3/day) of natural gas, and Powergas can access much more than their current demand of less than 4 mmscfd of gas.

In both cases, the contracts are payment for gas drawn. There is no contractual minimum. The Contracts are 10 year agreements with renewables always available. Both sites have strong indication of at least 25 years of gas available based on current resource assessments. Powergas pays a fee for gas drawn based on market rates similar to pipeline gas prices. These conditions will not change with the expansion of gas demand.

Developing a single site would be less costly than developing two sites, but customer demand may lead to a decision to develop two sites instead. These decisions will be defined during the feasibility study. Both sites have sufficient natural gas supply to host a 200 TPD LNG liquefaction plant, but Ogbele has much more capability should there be need.

B.4 Proposed Study Scope and Budget

The primary objectives of the USTDA-funded feasibility study are:

1. Assess the technical and economic viability of the proposed SSLNG facility.
2. Develop a detailed engineering and implementation plan for LNG production and distribution.
3. Identify market opportunities and potential buyers for LNG in Nigeria and West Africa.
4. Evaluate environmental, regulatory, and logistical considerations.
5. Provide a framework for financing and implementing the project.

The scope of the feasibility study includes the following tasks:

- Task 1 – Kickoff Meeting, Stakeholder Engagement, and Work Plan
- Task 2 – Market Assessment and Off-Taker Engagement
- Task 3 – Site and Infrastructure Assessment
- Task 4 – Technical Design
- Task 5 – Economic and Financial Analysis
- Task 6 – Financing Plan
- Task 7 – Preliminary Environmental Impact Assessment, Permitting, and Regulatory Compliance
- Task 8 – Risk Assessment
- Task 9 – U.S. Sources of Supply Assessment
- Task 10 – Development Impact Assessment
- Task 11 – Implementation Plan
- Task 12 – Final Report

APPENDIX 3

USTDA GRANT AGREEMENT, INCLUDING TERMS OF REFERENCE AND MANDATORY CONTRACT CLAUSES

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA"), and Power Gas Global Investments (Nigeria) Limited (dba Powergas Nigeria Limited) (the "Grantee"). USTDA and the Grantee are each referred to herein as a "Party", and collectively as the "Parties". USTDA agrees to provide to the Grantee subject to the terms and conditions of this Grant Agreement, one million two hundred twenty-seven thousand United States Dollars (US$ 1,227,000) ("Grant Funds") to fund the cost of services required in connection with the preparation of a feasibility study (the "Activity") related to the proposed small scale liquefied natural gas ("LNG") plant and distribution network (the "Project") located in Nigeria (the "Host Country").

1. USTDA Grant Funding

The Grant Funds to be provided by USTDA under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm to be selected by the Grantee (the "Contractor") under which the Contractor will perform the Activity (the "Contract"). In no event will the amounts contributed by USTDA for the Activity exceed the amount of the Grant Funds.

2. Terms of Reference

The terms of reference for the Activity (the "Terms of Reference") are attached as Annex I to this Grant Agreement and will involve an LNG market assessment and off-taker engagement to help identify new customers for the Grantee's anticipated LNG operations as well as technical analysis and detailed engineering plans needed to implement the Project. . The Grantee shall include as Annex I to the Contract the Terms of Reference attached hereto as Annex I.

The Grantee acknowledges and understands that the Contractor's performance of the Activity under the Contract must comply with the entirety of the Terms of Reference, and any modification of the Terms of Reference set forth in Annex I or deviation from their terms must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under the Contract. The Grantee acknowledges and understands that (i) the Contractor will be paid in accordance with the payment schedule set forth in the Contract, and will not be eligible for payment in respect of work under the Terms of Reference set forth in the Contract that the Contractor fails to perform, and (ii) any performance by the Contractor of work not included in, not in compliance with or inconsistent with the Terms of Reference will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures. Consequently, the Grantee shall not approve any Contractor work performed under the Contract that does not comply with or that otherwise is not in accordance with the Terms of Reference set forth in the Contract. The Grantee acknowledges and understands that any failure to obtain prior written approval from USTDA, such consent

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not to be unreasonably withheld, for any modifications or deviations from the Terms of Reference may result in forfeiture by the Contractor of payment for work performed that is not in compliance with the Terms of Reference and/or a significant delay in payment of the final Invoice (as defined below).

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA and the Grantee shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall use its best efforts to (a) promptly reply to notices and other communications, requests for information and requests for approvals of Invoices or other documents submitted to it by the Contractor or USTDA, (b) provide reasonable support for the Contractor, such as local transportation, office space and secretarial support, and (c) promptly notify USTDA in the event that the Grantee (i) no longer seeks to pursue the Project or complete the Activity and/or (ii) would like to terminate this Grant Agreement or the Contract.

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors, with advance notice of the procurement published online both on the USTDA website and on the SAM.gov website. Upon request, the Grantee shall submit these contracting procedures and related documents to USTDA for information and/or acceptance.

(B) USTDA's Right to Object to Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 15 below upon selection of the Contractor to perform the Activity. USTDA shall then review the Grantee's selection of Contractor, and if USTDA does not object to Grantee's selection, USTDA shall so notify the Grantee by issuing a "no objection" letter.

Upon receipt of USTDA's "no objection" letter, the Grantee shall (i) notify in writing the selected Contractor that its proposal has been accepted by the Grantee, and (ii) notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Activity that they were not selected. The Grantee shall then use commercially reasonable efforts to negotiate a Contract with the Contractor for the performance of the Activity.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

USTDA will provide to the Grantee an electronic copy of USTDA's standard contract form, and the Grantee shall, in conjunction with the Contractor, utilize this standard contract form as the basis for drafting the Contract. Once the Contract has been negotiated between the Grantee and the Contractor, the Grantee shall transmit to USTDA (or shall request that the Contractor transmit to USTDA on the Grantee's behalf) a final negotiated draft version of the Contract in an editable electronic format for USTDA review at the email address set forth in Article 15 below. USTDA shall advise the Grantee and the Contractor as to whether the draft Contract is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to the Contract.

(2) Amendments and Assignments of the Contract

The Grantee acknowledges and understands that no amendment or other modification to the Contract (or any annex to the Contract) shall be valid unless formally agreed upon in a written instrument signed by the Grantee and the Contractor and approved by USTDA in a signed approval letter. The Grantee or the Contractor may submit any proposed amendment or other modification to the Contract, including any proposed amendment or other modification to any Contract annex, or any proposed assignment of the Contract, to USTDA for review and comment at the address set forth in Article 15 below.

(D) USTDA Not a Party to the Contract

The Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under the Contract, including, but not limited to: (i) the right to approve the terms of the Contract and any amendments to the Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to the Contract or any Subcontract funded under this Grant Agreement, (ii) the right to require the parties to the Contract to suspend performance of the Terms of Reference upon reasonable prior written notice to such parties, and, upon Contractor's receipt of such written notice, any further work performed in connection with the Terms of Reference will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 of the Contract upon reasonable prior written notice to the parties to the Contract, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of the Contract in the event that (a) the Contractor or any Subcontractor fails to comply with the Terms of Reference or the terms and conditions of the Contract (including the Mandatory Contract Clauses attached to the Contract), or (b) the Contract and/or the Activity is terminated, and the amount of Grant Funds disbursed to the Contractor prior to such termination exceeds the value of the work performed under the Contract in accordance with its terms, as determined by USTDA in its sole discretion.

The Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Activity and will not be construed as making USTDA a party to the Contract. The Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the parties to the Contract or any Subcontract, jointly or separately, without thereby incurring any responsibility or liability, in contract, tort or otherwise, to such parties. Any approval or failure to approve by USTDA will not bar the Grantee or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

The Grantee shall not sue or join any action seeking compensation from, and shall not participate in and shall withdraw from any action seeking compensation from, the Government of the United States of America, or any of its departments or agencies, arising in connection with the Activity.

(E) Grant Agreement Controlling

In the event of any inconsistency or conflict between the terms of this Grant Agreement and the terms of the Contract or any Subcontract funded by this Grant Agreement, the terms of this Grant Agreement will control.

(F) Subcontractors and Subcontracts

For purposes of this Grant Agreement, (a) the term “Subcontractor” means any individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement, whether written or oral, with the Contractor for the performance of any part of the Activity, and (b) the term “Subcontract” means any such contract, purchase order or other agreement entered into between the Contractor and a Subcontractor.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant Funds directly to the Contractor only after USTDA approves the Grantee’s Contract with the Contractor.

(B) Contractor Invoice Requirements

For purposes of this Grant Agreement, the term “Invoice” means any invoice submitted (or to be submitted) to USTDA by either the Grantee or the Contractor for payment of Grant Funds. The Grantee shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice, complies with the Terms of Reference and the Mandatory Contract Clauses.

Following review and approval by the Grantee of any Invoices submitted by the Contractor under the Contract, the Grantee may request disbursement of funds by USTDA to the Contractor for performance of the Activity by submitting such approved Invoices in accordance with the procedures set forth in the Mandatory Contract Clauses.

7. Effective Date

The effective date of this Grant Agreement (the "Effective Date") shall be the date of signature by both Parties or, if the Parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Activity Schedule

(A) Activity Completion Date

The Parties' estimated completion date for the Activity is set forth in Clause K(1) of the Mandatory Contract Clauses.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no Grant Funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date, and (ii) no Grant Funds may be disbursed other than during the period set forth in Clause K(2) of the Mandatory Contract Clauses.

9. USTDA Mandatory Contract Clauses

The USTDA Mandatory Contract Clauses (the "Mandatory Contract Clauses") governing the Activity are attached as Annex II to this Grant Agreement. The Grantee shall include the Mandatory Contract Clauses as Annex II to the Contract. The Grantee shall use commercially reasonable efforts to ensure that the Contractor complies with the Mandatory Contract Clauses in all material respects and shall promptly notify USTDA of any breach of the Mandatory Contract Clauses on the part of the Contractor of which the Grantee becomes aware.

10. Nationality, Source and Origin

Except as USTDA may otherwise agree in writing, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under any Grant Agreement.

(A) All legal entities who perform any part of the Activity as the Contractor or a Subcontractor shall be U.S. Firms.

(B) All natural persons who perform any part of the Activity as the Contractor or a Subcontractor, or as an employee of the Contractor or of a Subcontractor, shall be <u>either</u> (i) U.S. citizens, <u>or</u> (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States.

(C) Notwithstanding the provisions of Articles (A) and (B) above, up to thirty percent (30%) of the Grant Funds may be used to pay for work performed in connection with the Activity by:

(1) any Subcontractor organized under the laws of either (i) the Host Country or (ii) any Target Country; and

(2) any natural person working as (a) a Subcontractor, or (b) an employee of the Contractor or of a Subcontractor, as long as such natural person is either (i) a citizen of the Host Country or a Target Country, or (ii) lawfully authorized to work, or admitted for permanent residence, in the Host Country or a Target Country.

(D) Except for goods and services incidental to Activity support (*e.g.*, local lodging, food and transportation in the Host Country or a Target Country), goods purchased for the performance of the Activity and associated delivery services (*e.g.*, international transportation and insurance) shall have their nationality, source and origin in the United States.

(E) "U.S. Firm" means either (1) or (2) below.

(1) A private-sector for-profit legal entity or partnership organized under the laws of the United States, with its principal place of business in the United States, and which satisfies either (a) or (b) below.

(a) It is more than fifty percent (50%) owned or controlled by (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

(b) It (i) has been organized under the laws of the United States for more than three years prior to either (x) the date on which the initial proposal in respect of the Activity is received by USTDA, or (y) the date on which the Contractor submits its bid in response to USTDA's request for proposals in connection with the Activity, as applicable, (ii) has performed similar services in the United States for such three-year period, (iii) employs U.S. citizens in more than half of its permanent full-time positions in the U.S., and (iv) has the existing capability in the United States to perform the work in question.

(2) A nonprofit organization that is organized under the laws of the United States and managed by a governing body, a majority of whose members are (i) U.S. citizens, (ii) non-U.S. citizens lawfully

authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

(F) "Target Country" means a country, other than the Host Country, (i) that is an integral part of the Project's scope and (ii) whose local labor is required for work to be performed in connection with the Activity. A Project may have one or more Target Countries.

11. Taxes

The Grant Funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures or individual income taxes assessed on local Host Country staff ("Accepted Taxes"). The Grantee may not seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies, other than the Accepted Taxes, to the extent that the amounts of such Accepted Taxes are included on expense receipts maintained by the Contractor in accordance with Clause D of the Mandatory Contract Clauses.

12. USTDA Project Evaluation

The Parties shall cooperate to ensure that the purposes of this Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (the "Evaluation Period"), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries may include, but are not limited to, (a) whether the Final Report recommendations have been or will be used to implement the Project, (b) the anticipated Project implementation timeline, (c) the likely sources of financing for the Project, and (d) the sources of procurements supporting implementation of the Project. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for the Project during the Evaluation Period.

13. Grantee Recordkeeping and Audit

The Grantee agrees to maintain books, records and other documents relating to the Activity, the Contract and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement and the Contract, including the selection of the Contractor and Subcontractors, receipt and approval of Contract deliverables and approval or disapproval of Invoices for payment by USTDA. Such books, records and other documents shall be separately maintained for a period of three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review such books, records and other documents relating to the Activity, the Contract and this Grant Agreement.

14. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U.S. Ambassador to the Host Country or USTDA, and the Grantee will be represented by its Deputy General Manager at the address of record set forth in Article 15 below. The Parties may, by written notice to the other Party, designate additional representatives for all purposes under this Grant Agreement.

15. Addresses of Record for Parties

Any notice, request, document or other communication submitted by either Party to the other under this Grant Agreement shall be in writing or sent through an electronic medium that produces a tangible record of the transmission, such as an email message, and will be deemed duly given or sent when delivered to such Party at the following address of record, as applicable:

(A) For the Grantee:

To:	Abiodun Oseni
Title:	Deputy General Manager, Strategy
Address:	21 Adeniyi Jones, Ikeja, Lagos
Phone:	+2348025914196
Email:	abiodun.oseni@powergas.com

(B) For USTDA:

To:	U.S. Trade and Development Agency
Address:	1101 Wilson Boulevard, Suite 1100 Arlington, VA 22209-2275 USA
Phone:	(703) 875-4357
Email:	africa@ustda.gov

All such communications shall be in the English language, unless the Parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in the Host Country with a copy of each notice, request, document or other communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.:	11 26/27 1001
Activity No.:	2021-11005A
Reservation No.:	2026140
Grant No.:	1131PL26GH11140

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16. Implementation Letters

To assist the Grantee and the Contractor in the efficient performance of the Activity, USTDA may from time to time issue one or more implementation letters ("Implementation Letters") to provide additional, modified or updated information about matters covered by this Grant Agreement and/or to make modifications or clarifications to the terms and provisions herein (any such information or modification, as applicable, a "Change"). Without limiting the generality of the foregoing, USTDA may issue Implementation Letters containing one or more Changes, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1) in Annex II, (b) extend the availability period of Grant Funds set forth in Clause K(2) in Annex II, (c) update the fiscal data set forth in Article 15, (d) update a Party's address of record or point of contact, (e) make non-material modifications or clarifications to the Terms of Reference, (f) grant conditional waivers pursuant to Article 19, and (g) correct scrivener's errors. Notwithstanding the provisions of Article 17, upon receipt of an Implementation Letter from USTDA, if and to the extent the Grantee assents to the Change set forth in such Implementation Letter, the Grantee shall promptly notify USTDA of such assent by email in accordance with Article 15, and such Change will be deemed incorporated into the terms and provisions of this Grant Agreement without the need for any further action by either Party. The Parties may also use jointly agreed upon Implementation Letters, executed by each Party, to confirm, clarify, modify and/or record their mutual understanding of matters covered by this Grant Agreement.

17. Amendment; Assignment; Binding Effect; Change of Control

(A) Either Party may submit to the other Party at any time a proposed amendment to this Grant Agreement (including Annex I and Annex II). Any proposed amendment to this Grant Agreement will be effective only if it has been signed by both Parties. Any proposed assignment of this Grant Agreement must be approved by both Parties in writing in order to be effective. This Grant Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under this Article 17.

(B) For purposes of this Grant Agreement, the term "Change of Control" means the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any person, legal entity or group, of fifty percent (50%) or more of the shares of the outstanding equity securities of the Grantee, (ii) a merger, consolidation or reorganization of the Grantee in which the Grantee does not survive as an independent legal entity or upon the consummation of which the holders of the Grantee's outstanding equity ownership interests prior to such merger, consolidation or reorganization own less than 50% of the outstanding equity ownership interests of the Grantee after such merger, consolidation or reorganization, or (iii) a sale of all or substantially all of the assets of the Grantee. The Grantee shall provide USTDA with written notice of any anticipated Change of Control of the Grantee prior to the effective date of such Change of Control, which notice must identify (i) the person(s) and/or legal entity (or entities) that are gaining control or ownership over the Grantee, and (ii) the person(s) and/or legal entity (or entities) that are losing control or ownership over the Grantee. The Grantee acknowledges and agrees that, in order for the

Activity to continue following any Change of Control, any legal entity (or entities) that are gaining control or ownership over the Grantee must satisfy USTDA's due diligence guidelines.

18. Termination

(A) Termination Events

Either Party may terminate this Grant Agreement at any time by giving the other Party prior written notice thereof. Notwithstanding the foregoing provision, if the U.S. Office of Foreign Assets Control determines that either of the Grantee or the government of the Host Country has acted in violation of any sanctions laws or executive orders established by the United States Government, this Grant Agreement will terminate following such determination without the need for any further action or notice on the part of either Party unless USTDA delivers written notice to the Grantee that this Grant Agreement will remain in full force and effect. If the Grantee becomes aware of any such violation or determination, the Grantee shall notify USTDA in writing within one (1) business day thereafter.

(B) Effect of Termination

The termination of this Grant Agreement will end any obligations of the Parties to provide financial or other resources for the Activity (including, without limitation, any obligation of USTDA to provide the Grant Funds), except for payments that may be made by USTDA to the Contractor, if any, pursuant to Clause H of the Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This Article and Articles 5, 11, 12, 13, and 20 of this Grant Agreement shall survive termination of this Grant Agreement.

19. Waiver

No obligation, condition or other provision of this Grant Agreement may be modified, waived or discharged unless such modification, waiver or discharge (collectively, a "Waiver") is agreed to in writing and signed by the Party entitled to enforce such obligation, condition or other provision. Any such Waiver will be effective only to the extent expressly specified therein. No Waiver by either Party of any breach of, or of compliance with, any condition or provision of this Grant Agreement by the other Party will be considered a Waiver of any other condition or provision or a Waiver of the same condition or provision at another time. The rights and remedies of the Parties under this Grant Agreement are (a) not limited to the rights and remedies expressly set forth in this Grant Agreement and are in addition to all other rights and remedies available to the Parties under applicable law, and (b) not exclusive and may be exercised without precluding the future exercise by a Party of any other such rights and remedies. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Grant Agreement will operate as a Waiver of such right, power or privilege.

20. U.S. Technology and Equipment

By funding the Activity, USTDA seeks to promote the Project objectives of the Host Country through the use of U.S. technology, goods and services. In recognition of this purpose, the

Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

21. Governing Law

This Grant Agreement is governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of applicable federal law, the laws of the State of New York shall apply, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of another jurisdiction.

22. Counterparts; Language

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Grant Agreement. Counterparts may be delivered via email or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes. This Grant Agreement may be executed in two or more languages, but in the event of any conflict or inconsistency between the English language version of this Grant Agreement and any other version, the English language version of this Grant Agreement will control.

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IN WITNESS WHEREOF, by signing below, each of the signatories hereby certifies that it is a duly authorized representative of the applicable Party, and the Parties, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in their names and delivered as of the date written below.

For the Government of the United States of America:

By: Thomas R. Hardy

Title: Deputy Director & Chief Operating Officer, United States Trade and Development Agency

Date: June 15, 2026

For Power Gas Global Investments (Nigeria) Limited:

By: Sumeet Singh

Title: Chief Executive Officer

Date:

Annex I – Terms of Reference

Annex II – USTDA Mandatory Contract Clauses

Annex I

Terms of Reference

These terms of reference (“Terms of Reference”) in this Annex I set forth the terms and conditions for the performance of the feasibility study (the “Activity” or the “Study”) for the benefit of Power Gas Global Investments (Nigeria) Limited (the “Client”) related to the proposed development of small scale liquefied natural gas (“SSLNG”) plant and distribution network (the “Project”) located in Nigeria (the “Host Country”). __________________________ (the “Contractor”) shall perform the Activity in accordance with these Terms of Reference and the other terms and provisions of this Contract between the Contractor and the Client.

The purpose of the Activity is to evaluate the technical and economic viability of implementing a SSLNG plant in Nigeria, serving customers in the industrial northern states of Sokoto, Kano, and Kaduna, as well as the Southern and Middle belt Nigeria. The Activity will provide the Client with technical analysis and detailed engineering plans needed to implement the SSLNG plant and enable efficient, reliable supply of up to 200 metric tons per day of gas to industrial customers, logistics operators, and remote communities across Northern Nigeria.

The Contractor’s performance of the Activity must comply with the entirety of these Terms of Reference, and any modification of or deviation from these Terms of Reference must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under this Contract. The Contractor acknowledges and agrees that (i) the Contractor will be paid in accordance with the payment schedule set forth in this Contract and will not be eligible for payment in respect of work under these Terms of Reference that the Contractor fails to perform, (ii) any performance by the Contractor of work not included in, not in compliance with or inconsistent with these Terms of Reference will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures, and (iii) failure to obtain prior written approval from USTDA for any amendment to, modification of or deviation from these Terms of Reference may result in forfeiture of payment for work performed that is not in compliance with these Terms of Reference and/or a significant delay in payment of the final invoice (the foregoing subclauses (i) through (iii) collectively, the “Performance Requirements”). As used in these Terms of Reference, the word “include” along with its variants (*e.g.*, “included”, “including”) will be interpreted to mean “include, without limitation” or equivalent expression.

All data collected, designs made, analyses produced and/or other work completed by the Contractor in the performance of each task (“Task”) and subtask (“Subtask”) under these Terms of Reference must be documented by the Contractor in written reports in order to constitute a deliverable (“Deliverable”), as further described below under each Task and Subtask, as applicable. The Contractor shall use its best efforts to verify any information provided by the Client. The Contractor shall include each such Deliverable as a stand-alone chapter in the Final Report (as defined below).

The Contractor shall provide the Client with a draft version of the Deliverable for each Task for the Client's review and comment. The Client shall provide comments, if any, on such draft Deliverable within fourteen (14) calendar days following receipt of such Deliverable. The Contractor shall incorporate the Client's comments, to the extent possible, and issue a final Deliverable in connection with such Task within fourteen (14) calendar days following receipt of the Client's comments. By submitting the Deliverable for a given Task to the Client, the Contractor acknowledges to USTDA that it has read and understood the Performance Requirements.

Any meetings or other actions or work set forth under these Terms of Reference that are indicated to occur in-person, on-site, or otherwise in a specified location may, if agreed by both the Client and the Contractor (and with advance notice to and written agreement from USTDA), be conducted remotely, including online, by teleconference, by videoconference or by other means; provided, however, that the Contractor shall document in the corresponding Deliverable the date on which such agreement was reached and approved by USTDA, and shall describe the alternative means of accomplishing the relevant work, along with the rationale for such decision. Further, if the Client and the Contractor propose to apply such a change only to part of any Task or Subtask (i.e., to change portions of a Task or Subtask from in-person work to remote work while maintaining other portions of such Task or Subtask as in-person work, including the division of a Task or Subtask into multiple Tasks or Subtasks to separate remote work from in-person work), then: (i) the Client and/or the Contractor shall notify USTDA in advance of such a proposal, and USTDA may, in its sole discretion, approve of such proposal and formalize the proposed modification through an Implementation Letter (as defined in Clause B(3)) to this Contract, and (ii) USTDA may, in its sole discretion, modify the payment schedule under Clause 3 of this Contract in order to separate such remote and in-person work into separate payments and reflect such modification of Tasks and Subtasks, as applicable, through an Implementation Letter to this Contract. Notwithstanding the foregoing under this paragraph, USTDA reserves the right to make any appropriate adjustments to the total amount of Grant Funds (and therefore the value of the payments made by USTDA pursuant to the Contract) that may result from any such modifications.

The primary objectives of the USTDA-funded activity are:

1. Assess the technical and economic viability of the proposed SSLNG facility.
2. Develop a detailed engineering and implementation plan for liquefied natural gas ("LNG") production and distribution.
3. Identify market opportunities and potential buyers for LNG in Nigeria.
4. Evaluate environmental, regulatory, and logistical considerations.
5. Provide a framework for financing and implementing the project.

The scope of the assignment shall include the following tasks:

- Task 1 – Kickoff Meeting, Stakeholder Engagement, and Work Plan
- Task 2 – Market Assessment and Off-Taker Engagement
- Task 3 – Site and Infrastructure Assessment
- Task 4 – Technical Design
- Task 5 – Economic and Financial Analysis
- Task 6 – Financing Plan

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- Task 7 – Preliminary Environmental Impact Assessment, Permitting, and Regulatory Compliance
- Task 8 – Risk Assessment
- Task 9 – U.S. Sources of Supply Assessment
- Task 10 – Development Impact Assessment
- Task 11 – Implementation Plan
- Task 12 – Final Report

Task 1: Document Review, Kickoff Meeting, and Work Plan

Subtask 1.1: Document Review

Within one week of receiving USTDA's approval of the contract between the Client and the Contractor for the Study, the Client shall provide the Contractor with all current information relevant to the Project that is available for disclosure in the Client's possession (after signing the NDA with the Contractor). The information may include prior studies, agreements, and discussions with local and national authorities, laboratory analyses, market studies, logistics studies, and other information deemed relevant to the Project (collectively referred to as the "Initial Data Package"). The Client will provide the Contractor with an explanation for any missing information.

The Contractor shall review the Initial Data Package, as provided by the Client, and determine the extent to which the information can provide an adequate basis for the subsequent tasks of the Study. The Contractor shall identify any gaps in such existing information. The Contractor and the Client shall mutually agree on the procedures, the responsible party, and the timeframe for addressing the information gaps.

Subtask 1.2: Work Plan

The Contractor shall develop a work plan ("Work Plan") that includes the Contractor's approach, methodology, and proposed timelines for each specific task in the Terms of Reference, and the Contractor's documentation and project management, reporting requirements, and workflow arrangements under the Terms of Reference.

Subtask 1.3: Kickoff Meeting

The Contractor shall travel to Nigeria, within one month of receiving USTDA's approval of the contract between the Contractor and the Client to meet with the Client to engage in a kickoff meeting ("Kickoff Meeting") to review, discuss and refine overall strategy, objectives and deliverables of the Study, and to define and clarify the Client's and Contractor's roles and responsibilities with respect to the Study as well as the Client's short and long-term objectives for the Project. The Contractor's team members participating in the Kickoff Meeting will include the Project Manager and one or more subject matter experts. During the Kickoff Meeting, the Contractor shall review the Work Plan with the Client. The Contractor shall tour the proposed LNG plant site area with Client personnel. The Client shall provide transportation to and from the exploration site for the Contractor personnel from the regional

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airport. The Contractor shall prepare an initial site visit report detailing the basic understanding of the proposed development and initial observations.

Task 1 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to:

- Work Plan;
- Summary of the Initial Data Package;
- Site Visit Report;
- Kickoff Meeting Minutes; and
- Summary of any remaining data and information gaps.

Task 2: Market Analysis and Offtaker Engagement

The Contractor shall conduct a market analysis to identify demand for LNG in the industrial, commercial, and transportation sectors within Nigeria, Cameroon, and Benin. The principal focus shall be on Nigeria, within 1,000 km of the proposed Project site. The Contractor shall identify potential offtakers and potential quantities within the region who would be amenable to implementing LNG. These customers are likely to be existing compressed natural gas ("CNG") customers with a significant gas demand or new construction projects. Further, the Contractor shall meet with the most promising customers to define their specific needs. The Contractor shall focus on large-scale gas users such as power plants, glass and metals plants, chemical plants, and large-scale food production facilities where cooking and baking are practiced. In addition, the Contractor shall review transportation opportunities within the service territory.

The Contractor shall estimate the potential market demand for LNG within the service territory of the proposed Project site. The market analysis shall ensure parity between gas supply and demand for the project. The market analysis shall include the following:

- The Contractor shall estimate the ten-year gas availability and customer demand
- The Contractor shall define a strategy for the pricing of LNG, including regas terminal ownership and leasing options.

Listing of potential customers, including projected demand, schedule, and contact details, address, email address, and telephone number.

Task 2 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Market Analysis Report.

Task 3: Site and Infrastructure Assessment

The Contractor shall evaluate the suitability of establishing the SSLNG plant at the site. The site evaluation shall include, but not be limited to:

a) Availability and suitability of utilities, including electric power and water;
b) Availability and suitability of existing infrastructure;
c) Site preparation costs;
d) Access roads for construction and operations;
e) Environmental sensitivity;
f) Local population characteristics (number, available workforce, workforce capability); and
g) Neighbors

The Contractor shall travel to Nigeria for the site reviews. During the site visit, the Contractor shall review the site conditions, availability of utilities, and site infrastructure with the Client, and the suitability of sharing these utility sources and supporting infrastructure with the neighboring Client facilities. In addition, the Contractor shall request any other site data, such as natural gas availability, quality, quantity, and accessibility.

The Contractor shall perform all relevant surveys as needed to support the Study development, including topographical surveys, geotechnical assessments, hydrology studies, and flood assessments.

1. Topographical Survey

- Conduct a ground-based topographical survey of the proposed SSLNG site(s) and immediate surroundings.
- Establish horizontal and vertical control, site boundaries, access routes, and existing surface features.
- Produce topographic maps, digital terrain models (DTM), and contour maps suitable for preliminary plant layout, access planning, and earthworks estimation.
- Accuracy and resolution shall be sufficient for feasibility and pre-FEED decision-making (not detailed engineering).

2. Geotechnical Assessment

- Undertake a preliminary geotechnical investigation to characterize subsurface conditions.
- Scope to include:
  - Boreholes and/or trial pits at representative locations;
  - Standard Penetration Tests (SPT) or equivalent;
  - Laboratory testing of soil samples (classification, shear strength, bearing capacity).

- Assess ground conditions for suitability of SSLNG facilities, including liquefaction plant, storage tanks, foundations, and heavy equipment.

3. Hydrology Study
    - Assess surface and subsurface water conditions within and around the project area.
    - Evaluate drainage patterns, seasonal rainfall effects, surface runoff, and proximity to water bodies.
    - Identify potential impacts on site operability, construction planning, and environmental compliance.

4. Flood Risk Assessment
    - Conduct a flood risk analysis based on historical data, site elevation, hydrological modelling, and climate variability.
    - Identify flood plains, return periods (e.g., 1-in-50-year, 1-in-100-year events), and flood depths relevant to the site.
    - Recommend preliminary flood mitigation measures where required.

All surveys shall comply with applicable international standards, including but not limited to:

- ISO standards;
- ASTM standards;
- World Bank / IFC Environmental, Health and Safety Guidelines;
- Other globally accepted engineering and environmental best practices.

Survey extents and methodologies shall be proportionate to feasibility-stage requirements and shall not constitute full FEED or detailed engineering investigations. Survey findings shall be integrated into the overall feasibility study to support:

- Site selection and layout optimization;
- Capital cost estimation;
- Risk identification and mitigation;
- Go/no-go investment decisions.

The Contractor shall collect and assess site condition data, including supporting infrastructure, utilities, and labor availability, and the results from the surveys needed to complete conceptual civil design, layout optimization, and facilitate the project's final design. The Contractor shall prepare the Site Assessment Report.

Task 3 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a “cross-walk” that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor’s completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Site Assessment Report.

Task 4: Technical Design

Subtask 4.1: Preliminary Design

The Contractor shall develop a preliminary design for the Project, including, but not limited to, gas pipeline, liquefaction, storage, transportation, utilities, and balance of plant. The Contractor shall reference the outcomes of the market analysis on the design choice, including gas composition, purification methods, liquefaction, and storage capacity. The design shall be in accordance with any applicable code of practices issued by Nigeria's Midstream and Downstream Petroleum Regulatory Authority ("NMDPRA"). It shall comply with industry standards, including, but not limited to, the American Society of Mechanical Engineers ("ASME"), the National Fire Protection Association ("NFPA"), or similar Nigerian standards. In implementing the design, the Contractor shall consider the life of the field, as well as any operational, control, safety, maintenance, remote monitoring, leak detection, emergency shutdown, regulatory, and contractual limitations and concerns identified by the Client and the Contractor.

The Contractor's preliminary design work shall include:

- Assessment and selection of principal technology options for LNG liquefaction within the target capacity level;
- Recommendations on design basis, including capacity, materials of construction, and operating rate resulting in process specifications;
- Recommendations for the design of civil structures, including, but not limited to, buildings and roads;
- Preparation of preliminary project engineering specifications documents and bill of quantities;
- Recommend the land required to enable the development of new LNG production, storage, and pumping areas;
- Conceptual process studies including material and energy balances, process flowcharts, and a preliminary plot plan;
- Conceptual Piping and Instrument Diagrams;
- Specification of effluents;
- Definition of control and safety devices;
- Recommended regasification system design at Customer sites; and
- Identification of local general contracting services capable of providing civil works, pipe fitting, and electrical installation services.

Subtask 4.2: Equipment Selection

The Contractor shall prepare an equipment list including sizes, power, capacity, materials, and other technical requirements and characteristics. The equipment list shall be for major project equipment to a level of detail suitable for a feasibility study. The Contractor shall define each major equipment unit, including technical requirements, material, and capacity, which will be suitable for the expected project life in Nigeria. The Contractor shall note any equipment requiring major overhauls and maintenance, as well as the expected replacement or upgrade schedule.

Task 4 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Preliminary Design Package and Major Equipment List.

Task 5: Economic and Financial Analysis

Subtask 5.1: Investment Estimate

The Contractor shall prepare a detailed investment estimate and economic analysis for the selected process configuration, including a contingency allowance consistent with the cost estimate accuracy for at least an AACE Class 4. The Contractor shall base the equipment selection on process requirements developed in Task 4, as well as piping, electrical, and instrumentation requirements. The Contractor may use factoring to estimate other equipment, piping, electrical, and instrumentation, etc., if it can meet the expected contingency of an AACE Class 4 feasibility study estimate.

The estimate shall include, but is not limited to:

h) Total process unit costs (inside battery limits ("ISBL"));
i) Utility investments;
j) Process-related off-sites (outside battery limits ("OSBL"));
k) Other off-site investment;
l) Permitting costs;
m) Initial catalyst and chemicals;
n) Paid-up royalties and licensing fees;
o) Spare parts inventory;
p) Owner's engineering and startup cost;
q) Interest during construction;
r) Working capital;
s) Cost of land; and
t) Site preparation cost.

The Contractor shall use the Nigerian economic environment conditions, domestic regulations, and expected subsidies and forecasts developed in the prior tasks as the basis for evaluating the economics of the Project.

Subtask 5.2: Economic Analysis

The Contractor shall prepare an economic model that includes the total initial capital costs for planning, design, development, and construction of the Project. It shall also include a detailed analysis of the costs associated with the long-term operation of the Project, including the maintenance of facilities, equipment, and other assets financed as part of the Project. The economic costs shall include the ISBL, OSBL, and associated services for the Project to be located on Client-controlled land. Also, the Contractor shall include the costs of supplying all utilities, labor accommodations, and support services for the Project.

The Contractor shall perform a Life Cycle Cost Analysis ("LCCA") for the Project. The LCCA shall examine the total initial capital costs to plan, design, develop, and build the Project, and shall also include the costs of maintaining the facilities, equipment, and other assets financed as part of the Project. These costs shall include, but are not limited to, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that could be encountered throughout the life of the Project. The Contractor shall prepare a Financial Model with a 25-year timeframe that includes the Project's net present value ("NPV"), payback period, debt service coverage ratio ("DSCR"), and internal rate of return ("IRR") for the selected process.

The Contractor shall perform sensitivity analyses on key Project variables, such as CAPEX, natural gas cost, LNG selling price, interest rate, debt-to-equity ratio, and other variables agreed upon with the Client. The Contractor shall include all variables that substantially impact the overall Project capital and operating costs.

The Contractor shall provide the Client with an unprotected, editable financial model(s) covering the project economics, CAPEX, OPEX, Income Statement, Statement of Cash Flows, Balance Sheet, and financial indicators.

Task 5 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to:

- Investment Cost Estimate;
- Financial Model; and
- Economic and Financial Analysis, including CAPEX, OPEX, Income Statement, Statement of Cash Flows, Balance Sheet, and financial indicators.

Task 6: Financing Plan

The Contractor shall prepare a financing plan and a financing strategy, including several approaches to securing financing for the Project based on discussions with the Client, potential lenders, and potential financiers. The Contractor shall outline the rationale for the financing plan and strategy, taking into account relevant factors, including but not limited to timing, interest rates, and potential financing terms. The Contractor shall also recommend the most effective financing sources for the Project. This shall include determining the availability of equity and debt financing, the views of potential financing entities, and the potential for the U.S. Export-

Import Bank and the U.S. Development Finance Corporation to finance the Project implementation.

The Contractor shall investigate the availability of relevant financing vehicles and sources, including product off-takers, process licensors, feedstock suppliers, EPC contractors, private equity, ESG investors, commercial banks, International Financial Institutions, and other sources. With the Client's expressed permission, the Contractor shall contact the potential sources of financing to assess the likelihood of participation in the project.

The Contractor shall identify Project risk factors and include a risk avoidance and/or reduction plan for these factors, utilizing insurance, bonding, and/or other means. The plan shall also meet the requirements of potential funding sources.

Task 6 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Financing Plan.

Task 7: Preliminary Environmental Impact Assessment, Permitting, and Regulatory Compliance

Subtask 7.1: Preliminary Environmental and Social Impact Assessment

The Contractor shall carry out a preliminary Environmental and Social Impact Assessment ("ESIA") and develop the scope of the final ESIA for the Project. The preliminary ESIA shall include, but is not limited to, the following:

a) Review of existing documents, studies, data, images, and maps on the Project site and affected area;
b) Identification of the regulatory requirements of Nigeria;
c) Identification of the environmental requirements and guidelines of potential lenders to the Project;
d) The environmental and social characteristics of the Project site through an information review, preliminary stakeholder consultations, and site visit;
e) Identification of the potential environmental and social impacts associated with the Project;
f) Identification of key stakeholders, with special attention to the local community and political and cultural leaders; and
g) Provide a description of the proposed methodologies for public participation and engagement.

The Contractor shall also develop a set of plans to mitigate any social and environmental impacts of the Project. The preliminary ESIA, including the mitigation plans, shall be conducted in accordance with the Equator Principles and the International Finance Corporation's current Environmental and Social Performance Standards and shall comply with all applicable laws and regulations in Nigeria governing the preparation and implementation of ESIAs.

Subtask 7.2: In-Depth Infrastructure Resilience Analysis

The Contractor shall conduct a high-level infrastructure resilience screening associated with the implementation of a SSLNG plant in Northern Nigeria. The Contractor shall base its methodology on guidelines for infrastructure resilience analysis recognized by international organizations. At a minimum, the Contractor shall include the review of resource materials from international and domestic sources; an assessment of the current and future environmental and geophysical risks, conditions, and trends; and a determination of how these could affect the proposed SSLNG plant and related operations, including specific recommendations for improved resilience of the Project.

The Contractor shall assess the vulnerabilities of the SSLNG plant to extreme events, including but not limited to environmental and geophysical parameters such as temperature, precipitation, flooding, mudslides, and other events. The Contractor shall recommend a strategy for mitigating these risks.

Subtask 7.3: Regulatory Review

The Contractor shall prepare a work plan to ensure that the Client, EPC contractors, and other relevant stakeholders secure and satisfy all necessary local, state, and federal regulatory permits and requirements for the Project's implementation. The Contractor's review shall include satisfactory confirmation of compliance with all relevant/applicable:

- Engineering standards;
- Environmental standards;
- Health and safety regulations;
- Department of Petroleum regulations; and
- Regulations on land use and right-of-way.

The Contractor may identify potential regulatory obstacles that must be overcome to successfully scale the Project and provide recommendations on implementing the Project in a manner consistent with global best practices.

Task 7 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to:

- Preliminary ESIA;
- Infrastructure Resilience Screening; and

- Regulatory Review

Task 8: Risk Assessment

The Contractor shall prepare a Project risk assessment for the liquefied natural gas production and distribution business, taking into account the conditions in the Niger Delta and/or the South-South region, respectively. The Contractor shall identify potential risks at the Project site and during the transportation of LNG in Nigeria. The risk assessment shall evaluate the likelihood and severity of these risks and, hence, provide detailed preventive and mitigation measures to reduce these risks to a level that is as low as reasonably possible. The Contractor shall conduct field reviews and meet with local companies and officials to define the risk profile in the region. The risks to be assessed include, but are not limited to:

- Natural gas source availability, price, and quality;
- Financial risks associated with global oil and gas prices;
- Security and theft;
- Customer demand;
- Domestic policy regarding natural gas and LNG;
- Financing risk associated with the Project;
- Construction risk; and
- Change of control associated with the natural gas supplier.

The Contractor shall prepare a Risk Assessment Report that includes, at a minimum, the risk profiles, probabilities, and mitigation measures.

Task 8 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Risk Assessment Report.

Task 9: U.S. Sources of Supply

Where applicable, the Contractor shall identify available U.S. sources of supply for the Project, including providers of major component goods and services required for Project implementation. The Contractor shall also identify anticipated advances in technologies that could be mobilized through this Project and anticipated efficiencies and use cases that would be applied to similar Projects. For each source identified, the Contractor shall include the company name, point of contact, address, telephone, e-mail, and relevant goods and services that can be provided. The Contractor shall provide the Client with a comprehensive list of potential U.S. sources of supply and a list of companies that express interest in participating in the Project. The list shall be provided in spreadsheet format. The Contractor shall include the equipment that they will supply to the Project.

Task 9 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the U.S. Sources of Supply Report with accompanying spreadsheet of supplier contacts.

Task 10: Development Impact Assessment

The Contractor shall assess the social and economic development impacts associated with the Project implementation and detail the methodology for measuring those impacts. The developmental effects considered shall be relevant to the Project, i.e., those reasonably expected to flow from its implementation as outlined in the Study. The following table provides specific indicators of the anticipated development impacts resulting from the Project's implementation.

Category	*Indicator*	*Definition*	*Measure*
Infrastructure Development & Efficiency Gains	Improved Gas Transportation or Storage	New gas transportation and/or storage (whether pipelines, LNG facility, or rail or marine depot) on an annual basis.	Millions of Cubic Meters per year

The Contractor shall provide an assessment of the potential impact of the Project's implementation, with specific attention to the indicators in the table. The Contractor shall also prepare a plan for monitoring this indicator during the Project's useful life. The Contractor may propose alternative indicators, as appropriate, based on the technical analysis results in consultation with USTDA. The Contractor shall prepare a Report of the Development Impact Assessment.

Task 10 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a "cross-walk" that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor's completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Development Impact Assessment Report.

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Task 11: Implementation Plan and Recommendations

The Contractor shall prepare an implementation plan (the "Implementation Plan") for the Project, which includes a schedule and timeline for each step of the Project's implementation. The Implementation Plan shall comprise a detailed strategy outlining how the Project will meet the regulatory, permitting, licensing, and environmental requirements identified in prior tasks. The implementation plan shall have sufficient scope and detail to be used for presentation to potential financing sources. The Contractor shall identify the steps the Client needs to take to implement the Project, including, but not limited to:

a) Financing arrangements;
b) Annual Project budget plan;
c) Compliance with all institutional, legal, regulatory, and standards requirements, including all necessary approvals, certifications, and permits;
d) Procurement of goods and services;
e) The Master Schedule for project implementation;
f) Construction and site preparation requirements;
g) Project organization;
h) Training and education plans for plant operations and maintenance;
i) Workforce allocations by category;
j) Project management process;
k) Operations and maintenance requirements; and
l) Project Key Performance Indicators, including baselines and annual targets.

Task 11 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation, and original source files for such Deliverable, (iv) a “cross-walk” that provides (A) the language of each requirement set forth in this Task (in sentence, bullet point or Subtask form), and (B) the associated page number(s) of the report on which the evidence establishing the Contractor’s completion of such requirement is featured, presented in a table format, and (v) all findings and all work product created in connection with this Task, including but not limited to the Implementation Plan.

Task 12: Final Report

The Contractor shall prepare and deliver to the Client and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (the “Final Report”), which must conform to the requirements under Clause I of the Mandatory Contract Clauses (as defined in Annex II). The Contractor shall organize the Final Report into chapters and sections with clear labels corresponding to each of the above Tasks and Subtasks of these Terms of Reference, and the Contractor shall include in the Final Report all Deliverables and other documents that have been provided to the Client under these Terms of Reference. The Contractor shall incorporate into the Final Report, as applicable, (i) all of the findings, recommendations and conclusions related to the Activity under these Terms of Reference, and (ii) all other documents, analyses, reports and/or work product provided pursuant to the Tasks and Subtasks noted above, in each case clearly organized and labeled according to each Task and Subtask under these Terms of Reference. The Contractor shall also include an executive summary to the Final Report as a whole, and provide a summary for each Task under these Terms of Reference.

Before completing and delivering the Final Report to the Client or USTDA, the Contractor shall prepare a draft Final Report in accordance with the instructions in the above paragraph and deliver the draft Final Report to the Client for review and discussion. Once the Client has provided comments and revisions to the draft Final Report, the Contractor shall make the necessary changes and modifications to the draft Final Report, it being understood that the Contractor shall not make any changes or modifications that are inconsistent with any of these Terms of Reference.

All reports shall be prepared in English.

Task 12 Deliverable: The Contractor shall prepare and deliver the Final Report to the Client and USTDA.

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Annex II

USTDA Mandatory Contract Clauses

A. Grant Agreement; Subcontracts; USTDA Mandatory Contract Clauses Controlling

The Contract Parties acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America, acting through USTDA, and Power Gas Global Investments (Nigeria) Limited (dba Powergas Nigeria Limited) (the "Client"), dated as of ___________________ (the "Grant Agreement"). Terms used but not defined in this Contract shall have the meanings as set forth in the Grant Agreement. The Client has selected __________________________ (the "Contractor") to perform the feasibility study (the "Activity") related to the proposed development of a small-scale liquefied natural gas ("SSLNG") plant (the "Project") located in Nigeria (the "Host Country"). Each of the Client and the Contractor is referred to herein as a "Contract Party", and collectively as the "Contract Parties".

Except as otherwise expressly provided herein, (i) all work performed under this Contract must be performed either by the Contractor or otherwise by a Subcontractor (as defined below) pursuant to a Subcontract (as defined below), and (ii) all Subcontracts entered into by the Contractor that are funded or partially funded with Grant Funds must be in writing and must include these USTDA Mandatory Contract Clauses (these "Mandatory Contract Clauses"), other than for Clauses B, G, H, I, J and S. Upon USTDA's request, the Contractor shall provide USTDA with a copy of each Subcontract that it enters into, along with an English translation of any such Subcontract that is executed in a language other than English, which translation must be certified by the Contractor as being complete and accurate. For purposes of this Contract, (a) the term "Subcontractor" means any individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement, whether written or oral, with the Contractor for the performance of any part of the Activity, and (b) the term "Subcontract" means any such contract, purchase order or other agreement entered into between the Contractor and a Subcontractor.

In addition, (i) in the event of any inconsistency or conflict between the terms and provisions of the Grant Agreement and those of this Contract or any Subcontract hereunder, the Grant Agreement shall be controlling, and (ii) in the event of any inconsistency between the terms and provisions of these Mandatory Contract Clauses and any other terms and provisions of this Contract or any Subcontract hereunder, these Mandatory Contract Clauses shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

USTDA will not authorize the disbursement of Grant Funds until this Contract conforms to modifications required by USTDA (if any) during the Contract review process and this Contract has been formally approved by USTDA. To perform this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft version of the Contract (in an editable electronic format) sent to the email address listed in Clause M below, or to such other email address as specified by USTDA.

(2) USTDA Not a Party to This Contract

(a) The Contract Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under this Contract, including, but not limited to: (i) the right to approve the terms of this Contract and amendments to this Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to this Contract or any Subcontract funded under the Grant Agreement, (ii) the right to require the Contract Parties to suspend performance of the Terms of Reference upon reasonable prior written notice to the Contract Parties, and any further work performed in connection with the Terms of Reference following the Contractor's receipt of such written notice will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 for cause upon reasonable prior written notice to the Contract Parties, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of this Contract in the event that (A) the Contractor or any Subcontractor fails to comply with the Terms of Reference or the terms and conditions of this Contract (including these Mandatory Contract Clauses), or (B) this Contract and/or the Activity is terminated, and the amount of Grant Funds disbursed to the Contractor prior to such termination exceeds the value of the work performed under this Contract in accordance with its terms, as determined by USTDA in its sole discretion. The Contract Parties shall comply with all written notices, instructions and requests issued by USTDA in connection with USTDA's exercise of its rights under this Clause B(2).

(b) The Contract Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Activity and will not be construed as making USTDA a party to this Contract. The Contract Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any Subcontract, jointly or separately, and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort or otherwise, to the Contract Parties or the parties to any Subcontract. Any approval or failure to approve by USTDA will not bar the Client or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

(c) The Contract Parties shall not sue or join any action seeking compensation from, and shall not participate in and shall withdraw from, any action seeking compensation from

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the Government of the United States of America, or any of its departments or agencies, arising in connection with the Activity.

(d) The Contract Parties acknowledge and agree that USTDA is a third party beneficiary to this Contract and is entitled to the rights and benefits hereunder and may enforce the provisions of this Contract as if it were a party hereto. No person, other than the Contract Parties hereto and USTDA, has any rights or remedies under this Contract.

(3) Implementation Letters

To assist the Client and the Contractor in the efficient performance of the Activity, USTDA may from time to time issue one or more implementation letters ("Implementation Letters") to provide additional, modified or updated information about matters covered by this Contract and/or to make modifications or clarifications to the terms and provisions herein (any such information or modification, as applicable, a "Change"). Without limiting the generality of the foregoing, USTDA may issue Implementation Letters containing one or more Changes, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1), (b) extend the availability period of Grant Funds set forth in Clause K(2), (c) update the fiscal data set forth in Clause M, (d) update a Party's address of record or point of contact, (e) make non-material modifications or clarifications to the Terms of Reference, (f) grant conditional waivers of USTDA's rights pursuant to Clause 16 of the Contract, (g) modify the list of personnel specified in Annex III of this Contract, and (h) correct scrivener's errors. Notwithstanding the provisions of Clause 15 and Clause J of this Contract, upon receipt of an Implementation Letter from USTDA, if and to the extent each Contract Party assents to the Change set forth in such Implementation Letter, such Contract Party shall promptly notify the other Contract Party and USTDA of such assent by email in accordance with Clause 19 and Clause M, as applicable, and such Change will be deemed incorporated into the terms and provisions of this Contract without the need for any further action by either Contract Party or USTDA. The Contract Parties and USTDA may also use jointly agreed upon Implementation Letters, executed by each Contract Party and by USTDA, to confirm, clarify, modify and/or record their mutual understanding of matters covered by this Contract.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree in writing, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under any Grant Agreement.

(A) All legal entities who perform any part of the Activity as the Contractor or a Subcontractor shall be U.S. Firms.

(B) All natural persons who perform any part of the Activity as the Contractor or a Subcontractor, or as an employee of the Contractor or of a Subcontractor, shall be either (i) U.S. citizens, or (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States.

(C) Notwithstanding the provisions of Articles (A) and (B) above, up to thirty percent (30%) of the Grant Funds may be used to pay for work performed in connection with the Activity by:

(1) any Subcontractor organized under the laws of either (i) the Host Country or (ii) any Target Country; and

(2) any natural person working as (a) a Subcontractor, or (b) an employee of the Contractor or of a Subcontractor, as long as such natural person is either (i) a citizen of the Host Country or a Target Country, or (ii) lawfully authorized to work, or admitted for permanent residence, in the Host Country or a Target Country.

(D) Except for goods and services incidental to Activity support (*e.g.*, local lodging, food and transportation in the Host Country or a Target Country), goods purchased for the performance of the Activity and associated delivery services (*e.g.*, international transportation and insurance) shall have their nationality, source and origin in the United States.

(E) "U.S. Firm" means either (1) or (2) below.

(1) A private-sector for-profit legal entity or partnership organized under the laws of the United States, with its principal place of business in the United States, and which satisfies either (a) or (b) below.

(a) It is more than fifty percent (50%) owned or controlled by (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

(b) It (i) has been organized under the laws of the United States for more than three years prior to either (x) the date on which the initial proposal in respect of the Activity is received by USTDA, or (y) the date on which the Contractor submits its bid in response to USTDA's request for proposals in connection with the Activity, as applicable, (ii) has performed similar services in the United States for such three- year period, (iii) employs U.S. citizens in more than half of its permanent full-time positions in the U.S., and (iv) has the existing capability in the United States to perform the work in question.

(2) A nonprofit organization that is organized under the laws of the United States and managed by a governing body, a majority of whose members are (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

(F) "Target Country" means a country, other than the Host Country, (i) that is

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an integral part of the Project's scope and (ii) whose local labor is required for work to be performed in connection with the Activity. A Project may have one or more Target Countries.

D. Recordkeeping and Audit

The Contractor shall, and shall require its Subcontractors receiving Grant Funds to, maintain in accordance with generally accepted accounting procedures all books, records and other documents (including without limitation all bank statements, and receipts or proofs of purchase for all goods and services acquired in connection with the Activity) sufficient in form, content and level of detail to properly reflect all transactions and disbursements under or in connection with the Activity and this Contract. Such books, records and other documents shall clearly identify, track and describe the use and expenditure of Grant Funds separately from other funding sources. Such books, records and documents must be maintained during the period of performance of work commencing on the Effective Date, and continuing until the date that is three (3) years following the final disbursement of Grant Funds by USTDA. The Contractor shall, and shall require its Subcontractors receiving Grant Funds to, (i) afford USTDA or its authorized representatives the opportunity at reasonable times for inspection and audit of such books, records and other documents, and (ii) in the event of an audit of such books, records and other documents, reasonably cooperate with, and promptly respond to information requests from, any USTDA-appointed auditors.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. § 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference laws, including (without limitation) the Cargo Preference Act of 1954, 46 U.S.C. § 55305.

F. Workman's Compensation Insurance

The Contractor shall provide adequate workman's compensation insurance coverage for work performed under this Contract.

G. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant Funds will be made only after USTDA approval of this Contract. Any work performed by the Contractor or any Subcontractor in connection with the Activity prior to USTDA's approval of the Contract will be at the Contractor's risk.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant Funds to the Contractor is included in this Contract under Clause 3. Such payment schedule must conform to the following USTDA requirements: (a) the Contractor must provide reasonable justification for the amount of the mobilization payment, which in any event may not exceed ten percent (10%) of the total Grant Funds without the prior written approval of USTDA; (b) all other payments, with the exception of the final payment, must be based upon completion of one or more Tasks under the Terms of Reference as set forth in Clause 3; and (c) the final payment must be no less than fifteen percent (15%) of the total Grant Funds amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(4)(b)(iii) below.

(3) Invoice Approval Procedures

The Contractor shall submit Invoices meeting the requirements set forth in Clause G(4) to the Client for approval prior to submitting any such Invoice to USTDA for payment. The Client shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice, complies with the Terms of Reference and these Mandatory Contract Clauses. All Invoices must be submitted to the attention of the Finance Department by email to invoices@ustda.gov.

(4) Invoice Requirements

For purposes of this Contract, the term "Invoice" means any invoice submitted (or to be submitted) to USTDA by either the Client or the Contractor for payment of Grant Funds. USTDA will make all disbursements of Grant Funds directly to the Contractor. The Contractor must provide USTDA with an Oracle Supplier Request Form (available from USTDA) with the first Invoice. Either the Client or the Contractor may request disbursement of Grant Funds by USTDA to the Contractor for performance of the Terms of Reference by submitting the following to USTDA:

(a) Contractor's Invoice

The Invoice from the Contractor shall include reference to the applicable Deliverable(s) (as defined in Annex I of this Contract) or other performance milestone(s) listed in the Contract payment schedule, the requested payment amount, and an appropriate certification to USTDA by the Contractor, as follows:

(i) For a mobilization payment (if any):

> "As a condition for this mobilization payment, the Contractor certifies to USTDA that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For Contract performance milestone payments:

> "The Contractor certifies to USTDA that it has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For the final payment:

> "The Contractor certifies to USTDA that it has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The Invoice for a mobilization payment must be approved in writing by the Client on the Invoice or separately.

(ii) For Contract performance milestone payments, the following certification to USTDA by the Client must be provided on the Invoice or separately:

> "The Client certifies to USTDA that the services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions, including the USTDA Mandatory Contract Clauses contained therein, and the terms and conditions of the USTDA Grant Agreement."

(iii) For the final payment, the following certification to USTDA by the Client must be provided on the Invoice or separately:

> "The Client certifies to USTDA that the services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions, including the USTDA Mandatory Contract Clauses contained therein, and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client."

(5) Payment Disclaimer

The Contract Parties understand and agree that payment by USTDA of an Invoice does not constitute (a) acceptance or approval by USTDA, whether express or implied, of (i) any materials, Deliverables, reports or other documents prepared or delivered by the Contractor or any Subcontractor, or (ii) any work performed under the Terms of Reference or otherwise by the Contractor or any Subcontractor, in each case, in connection with the Activity, or (b) confirmation or agreement by USTDA, whether express or implied, as to whether any work performed by the Contractor or any Subcontractor in connection with the Activity has been performed in accordance with the terms and conditions of this Contract, including the Terms of Reference or these Mandatory Contract Clauses.

H. Termination

(1) Effect of Termination

In the event that this Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, the Contractor will be eligible for payment for the value of the work performed pursuant to the terms of this Contract prior to such termination; provided, however, that any such eligibility is subject to (a) compliance by the Contractor with the terms and conditions of this Contract (including the Terms of Reference and these Mandatory Contract Clauses), and (b) USTDA approval, which may be granted or withheld in USTDA's sole discretion. Likewise, in the event of such termination, USTDA may be entitled to receive a refund of Grant Funds from the Contractor pursuant to Clause B(2)(a). For the avoidance of doubt, in no event will any such termination relieve either Contract Party from any liability or obligation under this Contract arising prior to the effective date of such termination.

(2) Survivability

The obligations of the Contract Parties arising under the Surviving Clauses (as defined in the main body of this Contract), as well as Clauses A, B, D, G, H, N, Q, R and S of these Mandatory Contract Clauses, in each case, shall survive the termination of this Contract.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the final Task of the Terms of Reference.

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(2) License to Utilize Final Report

The Client hereby grants to the Government of the United States of America a fully paid-up, irrevocable, perpetual, non-transferrable, worldwide, royalty-free, non-exclusive license to use the Final Report, and all Deliverables and other work product associated with the Activity. The Client and Contractor each understand and agree that the Public Version of the Final Report be made publicly available by USTDA.

(3) Final Report Submission Requirements

The Contractor shall provide the following documents and materials to USTDA collectively as one single submission:

(a) One (1) CD-ROM containing a complete electronic copy of the Final Report for USTDA's internal records. This version of the Final Report must be in the English language and must be approved by the Client in writing. It is the responsibility of the Contractor to ensure that Confidential Information (as defined in the main body of this Contract), if any, contained in this version of the Final Report is clearly marked (any version containing such Confidential Information, a "Confidential Version"). USTDA will maintain the confidentiality of such Confidential Information, subject to and in accordance with applicable U.S. law. The Contractor shall affix a label to the CD-ROM indicating the name of the electronic file containing the Final Report, which filename must satisfy the requirements of Clause I(4)(c) below.

(b) One (1) CD-ROM containing an electronic copy of the Final Report suitable for public distribution (the "Public Version"). The Public Version must be in the English language and must be approved by the Client in writing. As the Public Version will be available for public distribution, it must not contain any Confidential Information. It is the responsibility of the Contractor to ensure that no Confidential Information is contained in the Public Version of the Final Report. If the complete version of the Final Report submitted under Clause I(3)(a) above contains no Confidential Information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective U.S. equipment and service providers. The Contractor shall affix a label to the CD-ROM indicating the name of the electronic file containing the Public Version, which filename must satisfy the requirements of Clause I(4)(c) below. The Contractor acknowledges and understands that, notwithstanding any other provision in this Contract, the Public Version will be publicly available and in the public domain.

(c) A crosswalk index (the "Crosswalk"), delivered separately from the Final Report. The Crosswalk must be organized in numerical order by Task and Subtask from the Terms of Reference in a table format, and for each such Task and Subtask the Crosswalk must provide (i) the language of the requirement set forth in the Terms of Reference (in sentence, bullet point or Subtask form), and (ii) the associated page number(s) on which the evidence establishing the Contractor's completion of such requirement is included within the complete version of the Final Report delivered to USTDA under Clause I(3)(a), presented in a table format.

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(d) The Contractor's final Invoice, prepared and submitted in accordance with Clause G.

(e) The Final Report (both Confidential and Public Versions), the Crosswalk, final Invoice and notation of Client's approval of the Final Report shall all be submitted to USTDA.

(4) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains Confidential Information, the Contractor shall label the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall label the front cover of the Public Version of the Final Report with the term "Public Version". The front cover of every Final Report shall also contain the following disclaimer:

> "This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain (i) USTDA's logo, USTDA's address, and USTDA's mission statement, (ii) a written statement from the Client affirming that the Client has granted a license in connection with the Final Report to the Government of the United States of America as set forth in Clause I(2), and (iii) in the case of any Public Version of the Final Report, the Contractor shall include the term "Public Version" on such page, along with the following language:

> "Each of the Contractor and the Client certify to USTDA that this document contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(c) Unless otherwise specified in the Terms of Reference, any electronic file containing any version of the Final Report or any other associated documents must be submitted to USTDA in a commonly accessible, machine readable, read-only format (such as .pdf format). The Contractor shall create a filename for any such electronic file that includes (in the following order): (i) the name of the Host Country, (ii) the USTDA Activity number set forth among the fiscal data in Clause M, and (iii) the title of the Final Report. In the case of any electronic file containing a Confidential Version of the Final Report, the Contractor shall include the term "CONFIDENTIAL VERSION" at the end of such filename. In the case of any electronic file containing the Public Version of the Final Report, the Contractor shall include the term "PUBLIC VERSION" at the end of such filename.

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(d) The Contractor and any Subcontractors that perform work pursuant to the Contract must be clearly identified in the Final Report. Business name, point of contact, address, telephone and email address shall be included for the Contractor and each Subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, must identify the availability of prospective U.S. sources of supply, including the business name, point of contact, address, telephone and email address for each prospective commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification to USTDA by the Client to this effect provided on or with the Invoice for final payment will meet this requirement.

(5) Final Report Disclaimer

The Contract Parties understand and agree that neither USTDA's receipt of the Final Report nor processing or payment of the final Invoice by USTDA constitutes (a) approval, validation or endorsement by USTDA, whether express or implied, of (i) the Final Report or any of its contents, or (ii) the quality, characteristics or nature of any work performed under the Terms of Reference or otherwise by the Contractor or any Subcontractor in connection with the Activity, or (b) confirmation or agreement by USTDA, whether express or implied, as to whether any work performed by the Contractor or any Subcontractor in connection with the Activity has been performed in accordance with the terms and conditions of this Contract, including the Terms of Reference and these Mandatory Contract Clauses.

J. Amendment Procedures

Consistent with the amendment provisions set forth in the main body of this Contract, all amendments, assignments or other modifications to this Contract, including the Annexes to this Contract, will be made effective only by written instrument signed by the Contract Parties and approved in writing by USTDA. Either Contract Party may submit to USTDA, at the address set forth in Clause M, a final negotiated draft version (in an editable electronic format) of any proposed amendment, assignment or other modification to this Contract for USTDA review. USTDA will advise the Contract Parties as to whether the draft instrument is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to such draft.

K. Activity Schedule

(1) Activity Completion Date

The Contract Parties' estimated completion date for the Activity is July 1, 2027.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise expressly agree in writing, (a) no Grant Funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement, and (b) no Grant Funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

L. Business Practices; Conflicts of Interest

(1) Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery. For example, the Contractor and its Subcontractors shall fully comply with the requirements of the U.S. Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 *et seq.*). Each Contract Party agrees that it shall require that any Subcontractor, agent or representative hired to represent it in connection with the Activity will comply with this Clause L and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

(2) Conflicts of Interest

(a) Except as USTDA may otherwise expressly agree in writing, no Contract Party, or any employee, executive, director, officer or other staff member of a Contract Party, may either directly or indirectly engage in any activity or maintain any relationship (any such activity or relationship, a "Conflict of Interest") which might adversely affect the Activity or the rights of USTDA, including but not limited to (i) ownership of a material interest in the other Contract Party, or in any supplier, contractor, distributor, Subcontractor (other than any Subcontractor that is an affiliate of the Contractor as disclosed to USTDA in Annex III of this Contract), customer or other entity involved in the performance of the Activity, (ii) acceptance of any material payment, service, loan, gift, trip, entertainment, favor or other thing of value from the other Contract Party, a supplier, contractor, distributor, Subcontractor, customer or other entity involved in the performance of the Activity, (iii) any employee, executive, director, officer or other staff member of one Contract Party holding a position as an employee, executive, director, officer or other staff member of the other Contract Party, or of any supplier, contractor, distributor, Subcontractor, customer or other entity involved in the performance of the Activity, and (iv) any condition or circumstance that would reasonably be expected to (A) cause one or more of the Contract Parties to be unable or potentially unable to render impartial assistance or advice, (B) impair the objectivity of the Contractor or any Subcontractor in performing the Activity, or (C) create an unfair competitive advantage for any entity wherein either Contract Party has a material interest.

(b) Neither the Client nor the employees, executives, directors, officers or other staff members of the Client may receive payment from the Grant Funds.

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(c) Any Contract Party shall promptly notify USTDA of any Conflict of Interest of which it becomes aware.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following contact information and include the fiscal data listed below:

To:	U.S. Trade and Development Agency
Address:	1101 Wilson Boulevard, Suite 1100 Arlington, VA 22209-2275 USA
Phone:	(703) 875-4357
Email:	africa@ustda.gov

<u>Fiscal Data:</u>

Appropriation No.:	11 26/27 1001
Activity No.:	2026-11005A
Reservation No.:	2026140
Grant No.:	1131PL26GH11140

N. Taxes

The Grant Funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures or individual income taxes assessed on local Host Country staff ("Accepted Taxes"). Neither the Client nor the Contractor may seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies, other than the Accepted Taxes, to the extent that the amounts of such Accepted Taxes are included on expense receipts maintained by the Contractor in accordance with Clause D.

O. Compliance with Trade-Related Laws

The Contractor and all Subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of all work in connection with the Activity. In addition, the Contractor shall not recommend as part of the Final Report any products, commodities, components, articles or other goods for use in connection with the Project that are (i) subject to any Withhold Release Order issued by U.S. Customs and Border Protection under Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307), (ii) included on the "List of Goods Produced by Child Labor or Forced Labor" published from time to time by the U.S. Department of Labor, or (iii) otherwise restricted by the Uyghur Forced Labor Prevention Act, Pub. L. 117-78 (2021). If, at any time during the performance of the Activity, the Contractor determines in its professional judgment (consistent with recognized professional standards) that it is unable to comply with the provisions of this Clause O, the Contractor shall promptly (but in any event, within three (3) business days) notify USTDA.

P. Change of Control

For purposes of this Contract, the term "Change of Control" means the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any person, legal entity or group, of fifty percent (50%) or more of the shares of the outstanding equity securities of a Contract Party, (ii) a merger, consolidation or reorganization of a Contract Party in which such Contract Party does not survive as an independent legal entity or upon the consummation of which the holders of such Contract Party's outstanding equity ownership interests prior to such merger, consolidation or reorganization own less than 50% of the outstanding equity ownership interests of such Contract Party after such merger, consolidation or reorganization, or (iii) a sale of all or substantially all of the assets of a Contract Party. Each Contract Party shall provide both USTDA and the other Contract Party with written notice of any anticipated Change of Control of such Contract Party prior to the effective date of such Change of Control, which notice must identify (i) the person(s) and/or legal entity (or entities) that are gaining control or ownership over such Contract Party, and (ii) the person(s) and/or legal entity (or entities) that are losing control or ownership over such Contract Party. The Contract Parties acknowledge and agree that, in order for the Activity to continue following any Change of Control, any legal entity (or entities) that are gaining control or ownership over a Contract Party must satisfy USTDA's due diligence guidelines.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for damages that are natural, probable and reasonably foreseeable as a result of a breach of this Contract, or (ii) limit the total amount of damages recoverable to an amount less than the total amount of Grant Funds actually disbursed to the Contractor pursuant to this Contract. If any clause set forth in this Contract is inconsistent with either or both of these limitations, such clause will be invalid and unenforceable to the extent of the inconsistency.

R. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

S. Reporting Requirements

The Contractor shall advise USTDA as to the status of the Project at least one (1) time per year for a period of two (2) years after completion of the Activity. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and shall designate the Contractor's point of contact related to such follow-on work, including such person's name, title, address, telephone number and email address. Because this information may be made publicly available by USTDA, any Confidential Information must be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such Confidential Information, subject to and in accordance with applicable U.S. law.

APPENDIX 4

REFERENCE TASK VALUES

The amounts set forth in the table below (the "Reference Task Values") represent USTDA's assessment of the total value of the goods and services to be provided in connection with each individual Task. This assessment is based on expert technical analysis from the background Desk Study that was used to inform USTDA's determination of the total USTDA grant amount, which is a fixed amount.

Reference Task Values		
Task Number & Title	**Estimated Value**	**Percentage of Total**
Task 1: Kickoff Meeting, Stakeholder Engagement, and Work Plan	$79,920	7%
Task 2: Market Assessment and Off-Taker Engagement	$166,420	14%
Task 3: Site and Infrastructure Assessment	$227,050	19%
Task 4: Technical Design	$328,700	27%
Task 5: Economic and Financial Analysis	$141,740	12%
Task 6: Financing Plan	$46,080	4%
Task 7: Preliminary Environmental Impact Assessment, Permitting, and Regulatory Compliance	$53,530	4%
Task 8: Risk Assessment	$46,880	4%
Task 9: U.S. Sources of Supply Assessment	$20,040	2%
Task 10: Development Impact Assessment	$30,450	2%
Task 11: Implementation Plan	$32,460	3%
Task 12: Final Report	$53,730	4%
Total:	**$1,227,000**	**100.0%**

APPENDIX 5

CRITERIA FOR WITHHOLDING APPROVAL OF THE CONTRACTOR SELECTED BY A GRANTEE FOR A GRANT ACTIVITY

USTDA advances the infrastructure goals of developing and middle-income countries by awarding grant funds to overseas project sponsors (Grantees) for project preparation activities such as feasibility studies, technical assistance, pilot projects, environmental social impact assessments and front-end engineering and design projects (Grant Activities). These grant funds, in turn, fund work conducted by a U.S. firm (the Contractor) pursuant to a contract between the Grantee and the Contractor. As the financier of the Grant Activities, USTDA must approve the Contractor selected by the Grantee to carry out a Grant Activity, as well as the sub-contractor(s) proposed by the Contractor or Grantee. For purposes of this statement of policy, the term Contractor will also include any sub-contractor(s) proposed for USTDA Grant Activities. USTDA may withhold its approval if the selected Contractor fails to demonstrate its ability to meet USTDA's standards.

USTDA has a fiduciary duty to safeguard taxpayer funds by ensuring they are used responsibly and effectively. One of the ways it does this is by attempting to ensure that the Grant Activities USTDA finances are high-quality and can contribute to the development of implementable infrastructure projects.

While USTDA cannot assume responsibility for Grantees' decisions regarding which Contractors are best suited to their needs, USTDA may withhold its approval of a Contractor proposed by a Grantee for a particular Grant Activity on the following grounds:

1. **Failure to Demonstrate the Ability to Satisfy USTDA's Requirements**. If a Contractor does not demonstrate the ability to satisfy USTDA's policy or administrative requirements, including the requirements established by the USTDA grant agreement, the mandatory contract clauses attached to the grant agreement template (the Mandatory Clauses) or other general or activity- specific USTDA requirements, USTDA will withhold its approval of the selection of that Contractor for the Grant Activity.

2. **Failure to Demonstrate the Ability to Satisfy the Technical and Substantive Requirements of the Grant Activity**. Each USTDA Grant Activity is governed by Terms of Reference (ToRs). USTDA may withhold its approval of the selection of a Contractor for a Grant Activity if the Contractor does not demonstrate that it has the technical or substantive expertise and necessary personnel to complete the ToRs and other obligations under the contract to either USTDA's or the Grantee's standards.

3. **Financial Capacity**. USTDA carries out credit screenings and investigates bankruptcy and other financial delinquencies to determine the financial health and sustainability of Contractors. If USTDA's findings indicate that the Contractor's financial health is uncertain and could put the Contractor's ability to perform its obligations in jeopardy, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

4. **Conflict of Interest.** If the Contractor has a conflict of interest, as defined in the Mandatory Clauses, that appears likely to impair the objectivity of the Contractor or the Contractor's ability to carry out the ToRs, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

5. **Audit Findings or Exceptions, or Failure to Meet Prior Contractual Obligations to USTDA.** USTDA may withhold its approval of the selection of a Contractor for a Grant Activity if the Contractor has received audit findings or exceptions related to other USTDA Grant Activities that suggest the Contractor will not be able to effectively carry out the ToRs or otherwise meet USTDA's contractual requirements. USTDA may also withhold its approval of the Contractor selection if the Contractor has not remitted funds that it owes to the U.S. government from the close-out of previous USTDA grant activities. Similarly, USTDA may withhold its approval of the Contractor selection if the Contractor has failed to meet USTDA's contractual requirements for other Grant Activities, including but not limited to delinquency in success fee reporting, failure to meet cost share requirements or other noncompliance with the Mandatory Clauses.

6. **Debarment.** If the Contractor has been debarred by the federal government, state or local government, or an international organization such as the World Bank, United Nations or a regional multilateral development bank, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

7. **Violation of Standards of Conduct**. If the Contractor has violated the law or standards of professional or ethical conduct of the U.S. or other countries, particularly those related to bribery and corruption, or has otherwise demonstrated behavior that raises serious integrity concerns regarding the Contactor and/or its employees, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

Significant Negative Performance Reviews. If the Contractor has received one or more significant negative performance reviews from U.S. government entities that suggest that the Contractor will not be able to effectively carry out the ToRs or otherwise meet USTDA's contractual requirements, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.