ENGINEERING AGREEMENT

BETWEEN

SNAMPROGETTI S.P.A

AND

HALDOR TOPSØE A/S

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PREAMBLE

THIS AGREEMENT is made by and between HALDOR TOPSØE A/S, a company organized and existing under the laws of Denmark, having its principal office at Nymøllevej 55, DK-2800 Kongens Lyngby, Denmark (hereinafter referred to as HTAS), and SNAMPROGETTI S. P. A., a company organized and existing under the laws of Italy, having its principal office at Viale De Gasperi 16, I-20097 San Donato, Milanese, Italy (hereinafter referred to as SP).

WITNESSETH THAT:

WHEREAS SP, under a consortium between [redacted] have signed a contract (hereinafter referred to as CONTRACT) effective as of December 14, 2007 with QAFCO FERTILIZER COMPANY, QATAR (hereinafter referred to as QAFCO) for the supply to QAFCO of two ammonia plants each having a design capacity of 2,200 metric tons per day of ammonia and able to operate at a capacity of 2,300 metric tons per day to be built at Mesaieed – Qatar (hereinafter separately referred to as LICENSED UNIT and collectively referred to as LICENSED UNITS);

WHEREAS SP and HTAS are executing concurrently herewith a license Agreement (hereinafter referred to as LICENSE AGREEMENT) for the use of HTAS' ammonia processes in LICENSED UNITS; and

WHEREAS SP desires to obtain from HTAS certain engineering services for the design, construction, and operation of LICENSED UNITS; and

WHEREAS HTAS as licensor of ammonia technology is willing to provide the above mentioned services in connection with the LICENSED UNITS.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

1.0 HTAS SERVICES

1.1 [redacted]

[redacted]d.

1.2 [redacted]

[redacted]

2.0 PAYMENTS

2.1 [redacted]

[redacted]

2.2 [redacted].

3.0 PAYMENT CONDITIONS

3.1 [redacted]

3.2 [redacted]

3.3 [redacted]

3.4 [redacted]

3.5 [redacted]

3.6 [redacted]

3.7 [redacted]

4.0 VARIATIONS

4.1 [redacted]

4.2 [redacted]

5.0 CONFIDENTIALITY AND RESTRICTIONS IN USE

5.1 All data, documents, plans, specifications, flow sheets, drawings, instructions, and similar information relating to LICENSED UNITS and disclosed to SP by HTAS under this Agreement (hereinafter referred to as HTAS TECHNICAL INFORMATION) shall be subject to the provisions of this clause 5.0.

5.2 [redacted]

5.3 [redacted]

5.4 [redacted]

5.5 [redacted]

5.6 [redacted]

5.7 [redacted]

5.8 [redacted]

5.9 Each Party's obligations under this clause 5.0 shall continue after expiration pursuant to sub-clause 10.2 of this Agreement, after termination, if any, pursuant to sub-clause 10.3 of this Agreement, and after assignment, if any, by SP pursuant to sub-clause 8.2 of this Agreement.

6.0 ENGINEERING GUARANTEES

6.1 [redacted]

6.2 [redacted]

6.3 [redacted]

6.4 [redacted]

6.5 [redacted]

7.0 LIMITATION OF LIABILITY

7.1 [redacted]

7.2 [redacted]

7.3 [redacted]

8.0 MISCELLANEOUS

8.1 [redacted]

8.2 [redacted]

8.3 [redacted]

8.4 [redacted]

8.5 [redacted]

8.6 [redacted]

8.7 [redacted]

8.8 [redacted]

8.9 [redacted]

8.10 [redacted]

8.11 [redacted]

9.0 LAW AND ARBITRATION

9.1 [redacted]

9.2 [redacted]

9.3 [redacted]

10.0 EFFECTIVE TERM AND TERMINATION

10.1 [redacted]

10.2 [redacted]

10.3 [redacted]

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10.4 [redacted]

11.0 ADDRESSES OF THE PARTIES

11.1 The addresses of the Parties hereto for communications and notices are as follows:

For HTAS: HALDOR TOPSØE A/S
Nymøllevej 55
DK-2800 Kongens Lyngby
Denmark

For SP: SNAMPROGETTI S. P. A.
Viale De Gasperi 16
I-20097 San Donato Milanese
Italy

IN WITNESS WHEREOF, the Parties hereto have caused their representatives, duly authorized for that purpose, to execute this Agreement in duplicate on the dates and in the year here below written.

HALDOR TOPSØE A/S

Date 4 March 2008

By [redacted]

Title Managing Director

SNAMPROGETTI S. P. A.

Date 6 March 2008

By [redacted]

Title Onshore Business and Technology Development
Vice President

Appendix I

CONTENT of EDP (Engineering Design Package), Review of Documents, and Inspection Services

1. GENERAL

[redacted]

2. PROCESS ENGINEERING

2.1 [redacted]

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2.2 Production and Consumption Figures

2.3 Process Flow Diagrams

2.4 Piping and Instrument Diagrams

[redacted]

2.5 Equipment and Machinery

- [redacted]

2.6 Operating Manual

[redacted]

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3. PLOT PLAN AND LAYOUT

4. DETAILED DESIGN FOR THE REFORMER SECTION

4.1 Tubular Reformer

4.2 Refractory-lined Collector and Transfer Lines

[redacted]

4.3 Flue Gas Waste Heat Recovery Section

[redacted]

4.4 Secondary Reformer

[redacted]

5. DETAILED DESIGN OF SECTIONS OTHER THAN THE REFORMER SECTION AND THE AMMONIA SYNTHESIS LOOP

[redacted]

6. DETAILED DESIGN OF AMMONIA SYNTHESIS LOOP

7. PIPING

8. INSTRUMENTATION

[redacted]

9. ELECTRICAL ENGINEERING

[redacted]

10. REVIEW OF DOCUMENTS

[redacted]

[redacted]

11. INSPECTION SERVICES

11.1 [redacted]

[redacted]

11.2 [redacted]

11.3 [redacted]

11.4 [redacted]

[redacted]

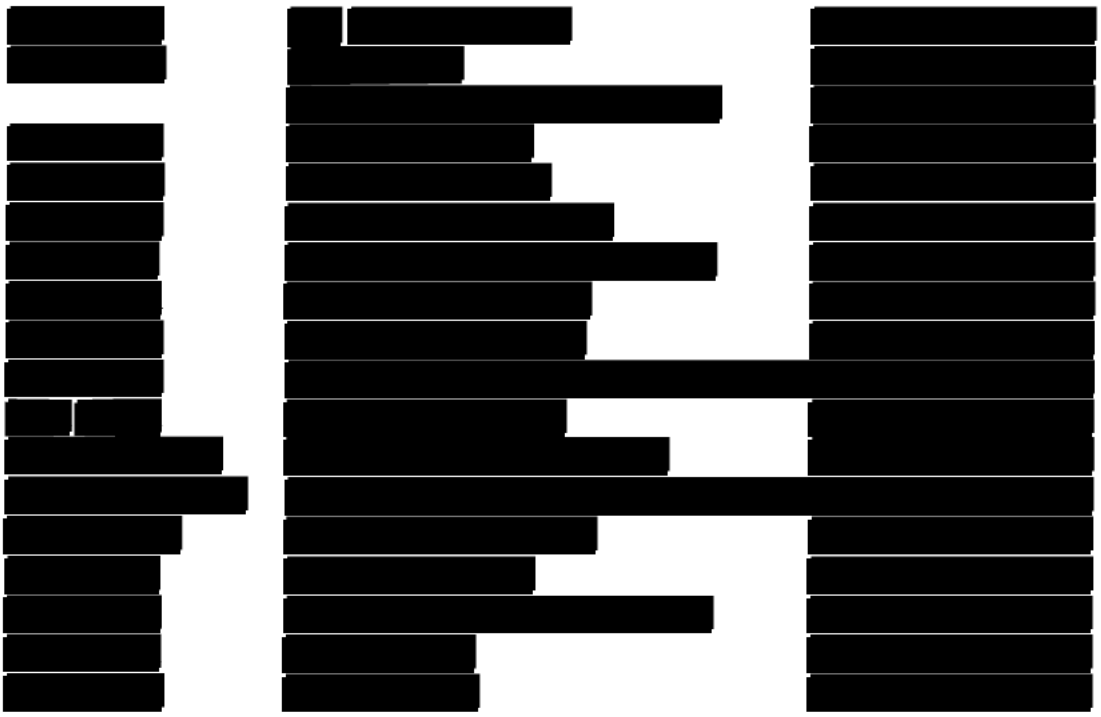
[redacted]

Appendix II

Time Schedule

Weeks from 17 Dec 2007

1st Package – Process Specs for Critical Equipment



2nd Package – Process Specs for Critical Equipment, Process Spec, P&IDs and Converter Package

3rd Package Process – Specs for Balance Equipment and Reformer Drawings

4th Package – Mechanical Drawings

5th Package – Complete Package excl. Operating Manual

6th Package – Operating Manual

Appendix III

Design Basis

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Design Basis

Rev.	Description	Date	Made by	Chd.	Appd.
0	Issued for HTAS engineering	10-OCT-2007	DER	UMH	DER
1	Revised acc to Utility Information Rev 2 and KOM	10-DEC-2007	DER	UMH	DER

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1. Introduction

[redacted]

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2. Feedstock

1 [redacted]

Notes:

[redacted]

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[redacted]

3. Products

3.1 [redacted]

3.2 [redacted]

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4. Utilities

4.1 [redacted]

4.2 [redacted]

1 [redacted]

4.3 [redacted]:

1 [redacted]

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[redacted]

1 4.4 [redacted]

[redacted]

4.5 [redacted]

[redacted]

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4.6 [redacted]

1 [redacted]

4.7 [redacted]

1 [redacted]

4.8 [redacted]

1 [redacted]

4.9 [redacted]

1 [redacted]

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[redacted]

1 [redacted]

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5. Site Information

[redacted]

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[redacted]

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6. Engineering Requirements

[redacted]

1 [redacted]

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6.2 Codes and Standards

6.2.1 List of Codes and Standards

Codes and standards are acceptable as per the following list:

ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
BS	British Standards
CENELEC	European Committee for Electrotechnical Standardization
DIN	Deutsche Industrie Norm
EN	European Standards
FCI	Fluid Controls Institute
HEI	Heat Exchange Institute
ICBO	International Conference of Building Officials
IEC	International Electrotechnical Commission
IES	Illumination Engineering Society (UK)
IES	Illumination Engineering Society (USA)
IP	Institute of Petroleum (London)
ISA	Instrument Society of America
ISO	International Standard Organization
MSS	Manufacturers' Standardization Society of the Valve and Fittings Industry
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
SAMA	Scientific Apparatus Makers' Association
SSPC	Steel Structures Painting Council
TEMA	Tubular Exchanger Manufacturers' Association
VDE	Verband Deutscher Elektrotechniker

In addition, all requirements of the National Codes and Standards shall be met, or waiver from local authorities be obtained.

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6.2.2 Application of Codes and Standards

[redacted]

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[redacted]

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[redacted]

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[redacted]

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[redacted]

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[redacted]

1 [redacted]

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[redacted]

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1 [redacted]

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[redacted]

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[redacted]

1

[redacted]

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[redacted]

1 [redacted]

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[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

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1 6.7.7 **Instrument Accuracies**

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Appendix IV

General Conditions
for Supervision Services by Expatriate Engineers

1.0 Supervision Services

[redacted]

2.0 PAYMENTS

[redacted]

[redacted]

3.0 TRAVELLING AND ALLOWANCES

[redacted]

4.0 SP'S OBLIGATIONS

[redacted]

[redacted]

[redacted]

[redacted]

5.0 SAFETY AND ILLNESS

[redacted]

[redacted]

[redacted]

Appendix V

Daily Rate

1.0 RATE FOR SERVICES

[redacted]

2.0 ESCALATION OF RATES

[redacted]

[redacted]

[redacted]

Appendix VI

Conditions for Supply of Catalysts for LICENSED UNITS

1.0 Catalyst Specification

[redacted]

2.0 CATALYST PRICE AND DELIVERY DATE

[redacted] FOB Danish Port [redacted]

[redacted]

[redacted]

3.0 CATALYST GUARANTEES

[redacted]

[redacted]

[redacted]

3.3 Catalyst Specification

[redacted]

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Attachment 1 to Appendix VI

Detailed Catalyst Quotation

[redacted]