

The above does not include any cost for plasma gasifier company.

Technip agrees not to provide services substantially similar to the Extended Basic Engineering referred to above in relation to any plasma gasification WTE project in Europe to any person other than Cahill Energy, with the exception of the services to be provided to Plazzi AB in relation to planned WTE projects in Norway, Finland and Sweden, for a period of 3 years commencing on the date of this agreement.

In exchange for the above;

Cahill Energy agrees not to appoint any party other than Technip to carry out Extended Basic Engineering for the Prospects or for any other plasma gasification WTE projects within Europe ("Other Projects") for a period of 3 years commencing on the date of this agreement provided that in the case of Other Projects, the terms offered by Technip to Cahill Energy are competitive.

Technip shall have a seat in the Advisory Board of Cahill Energy.

Cahill Energy intends to commence with the Packages prior to the end of 2013. Cahill Energy will give Technip not less than 6 weeks prior notice of the date on which it requires Technip to commence work on the Packages and will provide a letter of credit in support of its/the Project Company's obligation to pay the price on or before giving such mobilization notice to Technip.

Technip will enter into agreements with the special purpose vehicles to be established by Cahill Energy to carry out the Prospects setting out in a more detailed arrangement relating to the Packages.