



Empire Business
Complex,
Building C1,
Erbil,
Kurdistan Region of Iraq

CALL-OFF ORDER

TOECA/2022/0027A

| | | | |
|--|---|----------------|----------------------|
| Contractor: | Invoice to: | J.O. Number | 146 |
| Starlight Airlines Company for Air Cargo Limited | HKN Atrush Ltd. | Agreement No. | 2022-0027A |
| Jegar Haji Mohammed | | Effective Date | 15 January 2025 |
| Operations Manager | | Expiry Date | |
| Villa #1176, Dream city, Erbil | | SRF No. | 612 |
| +964 (0) 750 144 7480 erbil@starlightmaritime.com , ala@starlightairline.com | Attn: Accounts Payable 421 West 3rd Street, Suite 250 Fort Worth, TX 76102 Copy of e-invoice to be forwarded to: Accounts.Payable@HKNEnergy.com ErbilFinanceTeam@HKNEnergy.com | Budget Code(s) | ATR011 |
| | | Account(s) | 160924 |
| | | Location(s) | 44000 - Atrush Field |

This Call-Off Order is made part of the Contract Reference Number 2022-0027A ("Contract"), which provides for the issuance of Call-Off Orders by Company, and is to be performed under the terms and conditions of said Contract and those contained herein.

Call-Off Order No. 146, entered into by and between HKN Atrush Ltd. ("Company") and Starlight Airlines Company for Air Cargo Limited ("Contractor") is effective from 15 January 2025 and shall terminate on completion of Work by Contractor and acceptance of the Work by Company.

1.0 Scope of Work

The Contractor shall provide air freight services for transport the Thermal Oxidizer Equipment for Zeeco Project" (PO 60541-CIPL-011 BMS Panel) from United Kingdom, to Erbil based on EXW (considered hereinafter as "Work").

Work shall be performed pursuant to the requirements stipulated under Section 3 - Scope of Work of the Contract. Cargo commercial invoice and packing list is provided under Attachment 1 to this Call-Off Order.

2.0 Compensation

| Item # | Goods/Jobs Description | Units | Quantity | Currency | Unit Price | Total Price |
|---------------------|---|-------|----------|----------|------------|-------------|
| 1 | Air freight service of "Thermal Oxidizer Equipment for Zeeco Project" (PO 60541-CIPL-011 BMS Panel) from UK to Erbil based on EXW | L.S. | 1 | USD | 2544.25 | 2,544.25 |
| USD 2,544.25 | | | | | | |

In no event shall compensation under Call-Off Order 146 exceed USD 2,544.25 (Two Thousand Five Hundred and Forty-Four United States Dollars and Twenty-Five Cents) without prior written authorization to Contractor from Company.

Notes:

1. The fees and prices outlined herein present full payment for the Work being provided by Contractor and no other amounts shall be due.
2. The rates set forth herein shall remain firm and fixed for the duration of this Call-Off Order notwithstanding that Amendments for work scope may be agreed by the Parties. The rates are fully inclusive of all Contractor's costs, overhead and profits for performing the Work.
3. Company is committed to ethical business practices. Contractor shall report to Company, in writing, any demands or requests by third parties, not forming part of Contractor Group, including any public official, community representative, or other member of a governmental authority in relation to securing contracts for any work in relation to Company, performance of the Work associated with this Call-Off Order, or access to the Worksite at any time.

4. For a Contractor registered in Iraq as confirmed by the relevant Contractor's details stated on this Call-Off Order, Contractor is aware of the ongoing USD / IQD situation in Iraq, with further requirements implemented by the Central Bank of Iraq from 1 January 2024. Contractor's unit rates and prices therefore allow for fully complying with these obligations. The Parties agree that all payments to Contractor related to this Call-Off Order will be made in accordance with the currency and the agreed terms and conditions of the order. For the avoidance of doubt, the Parties further agree that Company's sole obligation to Contractor regarding payment against this Call-Off Order is limited to remuneration of the sums detailed in the Call-Off Order at the stated currency to Contractor's nominated bank account.

3.0 Schedule

Work shall commence and be required upon execution of the execution of this Call-Off Order or no later than 22 January 2025, whichever comes earlier.

4.0 General

The contract documents which comprise the Contract are complementary, and Contractor shall carefully study and compare the various documents, as well as any other information furnished by Company relative to the Work. No contract document should be read in isolation. This obligation is for the purpose of facilitating full understanding of the requirements of the Contract and not for the purpose of discovering errors, omissions, or inconsistencies in the Contract.

This Call-Off Order contains provisions that pertain specifically to this Call-Off Order. The provisions detail geographic specific terms, additional defined terms, work scope specific terms, and such provisions as necessary to document the obligations of the Parties. Any of these provisions that amend the terms and conditions of the underlying Contract must be clearly identified as an amendment, and signed concurrent with the Call-Off Order, by duly authorized representatives of the Parties. The form of this Amendment is included in the Contract.

5.0 Payment Terms

Payments under this Call-Off Order are to be made in accordance with the Article referring to "Payments" of the Contract.

Contractor invoice(s) shall be submitted to the following address:

To: HKN Atrush Ltd.
 Attention: AtrushAccountsPayable@HKNEnergy.com
 Copied Email: ErbilFinanceTeam@HKNEnergy.com

6.0 Exhibits

The Parties acknowledge that they have read this Call-Off Order, understand it, and agree to be bound by its terms and conditions. Further, the Parties agree that the entire agreement between the Parties relating to the Work described herein consists of:

1. This Call-Off Order.
2. The Call-Off Order Attachments and Exhibits, if any.
3. The Contract, as defined in Section 1 - Form of Agreement, clause 2.

This statement of the entire agreement supersedes all proposals or other prior agreements, oral or written, and all communications between the Parties relating to this Call-Off Order.

Except for any amendments to the Contract contained within Attachment A to this Call-Off Order, if any, in the event of any conflict or inconsistency between the terms and conditions of the Contract and the Call-Off Order, the terms of the Contract shall govern. For purposes of executing this Call-Off Order, facsimile and electronic image transmissions of signatures shall be considered as original documents.

IN WITNESS WHEREOF this Call-Off Order has been executed by authorized representatives of the Parties.

HKN Atrush Ltd.

Signature: 

Date: 16 Jan 2025

Name: Ian Jones



Title: Supply Chain Manager

Contractor

Signature:

Date: 18-Jan - 2025



Name: Ala Akram

Title: Senior Project Management