SUI SOUTHERN GAS COMPANY LIMITED  
SSGC House  
Sir Shah Suleman Road  
Block 14  
Gulshan-e-Iqbal  
Karachi 75300  
Pakistan  

June 5, 2012

International Bank for Reconstruction and Development  
International Development Association  
1818 H Street, N.W.  
Washington, DC 20433  
United States of America  

Re: Loan No. 8154-PK / Credit No. 5099-PK  
(Pakistan: Natural Gas Efficiency Project)  
Representations

Dear Sirs and Mesdames:

In connection with the Project Agreement of even date among International Bank for Reconstruction and Development (the Bank), International Development Association (the Association), and Sui Southern Gas Company Limited (the Project Implementing Entity), the Project Implementing Entity hereby undertakes and warrants to the Bank and the Association that:

1. The financial statements dated June 30, 2011, copies of which have been furnished to the Bank and the Association, correctly set forth the financial and operating condition of the Project Implementing Entity as of that date, and since that date there have been no material adverse changes in the financial and operating condition of the Project Implementing Entity.

2. The Project Implementing Entity is not engaged in litigation as plaintiff or defendant, the outcome of which might materially and adversely affect its financial condition.

3. Except as set forth in the financial statements referred to in paragraph 1 above, the Project Implementing Entity has no outstanding agreements or liabilities, contingent or otherwise (including taxes), which might adversely affect its financial condition.

4. Except as set forth in the financial statements referred to in paragraph 1 above, no debt of the Project Implementing Entity is secured by any mortgage, pledge, charge, priority, or other lien, and no contract or arrangement exists for the creation of any such mortgage, pledge, charge, priority, or other lien.

5. There are no existing defaults in the payment of principal of, or interest or other charges on, any of the debts of the Project Implementing Entity.
6. The Project Implementing Entity is not in violation of, and execution and delivery of the Project Agreement and compliance with all its terms do not and will not result in any violation of, any provisions of any existing agreement, franchise, concession, license, or permit, or of any law, regulation, or any other legal rule of a similar nature presently in effect and applicable to the Project Implementing Entity.

7. The Project Implementing Entity is a duly existing corporation under the laws of the Islamic Republic of Pakistan with full authority to carry out its present business, to carry out the Project, and to execute and deliver the Project Agreement, and has furnished to the Bank and the Association true copies of its Memorandum and Articles of Association dated July 28, 1955 and Registration No. 334 dated August 17, 1955 and of all other legislation presently in force and effect and governing or applicable to the operations of the Project Implementing Entity, as well as of its statutes and by-laws presently in effect and governing the Project Implementing Entity.

It is our understanding that, in making the Loan and the Credit and entering into the Project Agreement with the Project Implementing Entity, the Bank and the Association may rely on the representations contained herein.

Sincerely yours,

SUI SOUTHERN GAS COMPANY LIMITED

By [Signature]

Authorized Representative