ANEXO C

ASUNTOS RELATIVOS A NAVES METANERAS

1.1 Approval of LNG Vessels

(a) LNG Vessel Compatibility

Client shall submit to GNLM the documents listed below at least one hundred and twenty (120) days before the first scheduled arrival of any Vessel. However, if Client submits the documents listed below to GNLM after one hundred and twenty (120) days GNLM shall use Reasonable Efforts to clear the Vessel for berthing.

(i) Vessel drawings/specifications/documents with sufficient detail to allow GNLM to evaluate the compatibility of gangways, unloading arms, communications systems, mooring lines, breasting points, and other physical characteristics reasonably appropriate to determine compatibility, including the LNG Vessel's minimum LNG unloading rate, appropriate communications system and compliance with all requirements of Clause 1.4 of this Annex C;

(ii) details of such LNG Vessel's physical dimensions, including the length overall, beam, draft and other physical dimensions reasonably appropriate to determine compatibility;

(iii) Certificate of Accuracy of the Custody Transfer Measurement System and approved Tank Gauge tables;

(iv) Vessel questionnaire duly filled according to SIGTTO form "Ship Information questionnaire for Gas Carrier" 1998, 2nd edition; and

(v) list of survey status issued by the Classification Society for the LNG Vessel

(vi). Vessel operational procedures

a. Unloading procedure (if available)
b. Mooring procedure
c. Mooring Plan (drawing and static stability analysis, **based on the OCIMF recommendations and procedures, including OCIMF wind and current coefficients for tanker moorings).**

(vii) Vessel safety procedures

a. Reflex sheets or equivalent for emergency situations alongside and in port
b. Muster list for emergency situations

c. Minimum manning in port to cope with emergency situations
d. List of critical equipments

(viii). Squat curves, pilot card and maneuvering characteristics

(ix). Main cargo pumps characteristics and curves with delivery pressure at manifold

(x). General arrangement drawing and ship / shore interface plan (according to SIGTTO paper n°5 "Communication necessary for matching ship to berth"). If ship / shore interface plan is not available, manifold drawing and fore and aft station drawing (mooring equipments) are required, as well as fire plan and cargo piping system

(xi). Custody transfer monitoring system description and certification, gas flow meter description and certification if gas burned during discharging if available

(xii). Cargo tank tables and cargo lines volumes

(xiii). Ship's insurance documents (P&I Club membership) as per section 14.2(c) of the General Conditions of Client's Terminal use agreement.

(xiv). International Vessel security certificate

(b) LNG Vessel Vetting

(i) Each LNG Vessel scheduled by Client for deliveries to the LNG Terminal shall:

(A) within six months of the time of its initial scheduling, have been inspected and reported upon by a SIRE Accredited Inspector; and
(B) be inspected and reported on by a SIRE Accredited Inspector once every 12 months until the 2nd anniversary of the date on which it first became an Approved LNG Vessel and once every 24 months thereafter.

Each inspection report of such SIRE Accredited Inspector shall be provided to GNLM and shall show, to the reasonable satisfaction of GNLM, no material deficiencies in the safety or operability of such LNG Vessel.

(ii) Client shall cause each LNG Vessel nominated by Client to be inspected by SIRE Accredited Inspectors at the Client's sole cost and expense. Any otherwise compatible LNG Vessel for which there are no material deficiencies noted in the SIRE inspection report shall be an Approved LNG Vessel. If the LNG Vessel is not approved, such

LNG Vessel shall cease to be an Approved LNG Vessel and shall be deemed to have been removed from the list of Approved LNG Vessels maintained by GNLM pursuant to clause 1.1 (c) (i) below, and, upon request of Client, GNLM shall provide a written report describing the reasons therefor.

(iii) Client shall procure that GNLM's representatives shall, with the consent of the LNG Vessel's Master (such consent not to be unreasonably withheld or delayed), have the right to board any LNG Vessel while it is at berth for the sole purpose of conducting a visual inspection of such LNG Vessel in the presence of a designated crew member escort for purposes of confirming the accuracy of any information contained in the report of any SIRE Accredited Inspector provided to GNLM in accordance with this clause 1.1 (b), provided that any such inspection shall not delay the berthing or unloading of such LNG Vessel or unreasonably impede Client's operations.

(iv) A list of remarks and/or deficiencies, arising from the inspection conducted in accordance with clause 1.1(b)(iii) of this Annex C, if any, shall be immediately provided to the master at the conclusion of the inspection. The list of the remarks and deficiencies shall also be provided to Client and all interested parties. To the extent any such inspection reveals (in the reasonable opinion of GNLM) any failure by an LNG Vessel to comply with the terms of Client's Terminal use agreement, such LNG Vessel shall cease to be an Approved LNG Vessel until such time as the failure to comply with the terms of Client's Terminal use agreement is remedied. Client shall provide an implementation schedule, which shall be in form and substance acceptable to GNLM, of the corrective actions and such certificates from the LNG Vessel Operator of such LNG Vessel as GNLM may reasonably require to verify that the identified failure by an LNG Vessel to comply with the terms of Client's Terminal use agreement has been remedied prior to the restoration of such LNG Vessel's status as an Approved LNG Vessel.

(v) No inspection (or lack thereof) of an LNG Vessel hereunder shall:

(A) modify or amend Client's obligations, representations, warranties and covenants under its Terminal use agreement; or

(B) constitute an acceptance or waiver by GNLM of Client's obligations under its Terminal use agreement.

(c) Right to Reject the LNG Vessel

(1) Without prejudice to any other right and remedy arising from Client's Terminal use agreement, under the law or otherwise, GNLM shall have the right to reject an LNG Vessel for non-compliance/compatibility with the provisions of Client's Terminal use

agreement, considering that:

(i) Neither the exercise nor lack of exercise of such right shall reduce the Client's liability to GNLM with respect to such LNG Vessel and its operation, or increase GNLM's liabilities to the Client or third parties with respect to same; and

(ii) Without prejudice to any other provision of Client´s Terminal Use agreement, the Client's obligations under the Client's Terminal use agreement shall not be excused or suspended due to the Client's inability (in accordance with the foregoing) to use a Vessel as an LNG Vessel, due to the rejection of such Vessel by GNLM if such rejection is in accordance with the terms of its Terminal use agreement.

(2) Without prejudice to any other provision of this Client's Terminal use agreement, GNLM shall not be obligated to accept an LNG Vessel that is 40 years of age or more. Any LNG Vessel that is 15 years or more in age must have a score in the Condition Evaluation Program that is acceptable to GNLM acting as Reasonable and Prudent Operator.

GNLM aknowledge a score of 2 or greater under the Condition Evaluation Program shall be deemed acceptable to a Reasonable and Prudent Operator. Notwithstanding the preceding sentence GNLM, acting as a Reasonable and Prudent Operator, reserves the right to reject a vessel with a score of 2 or greater under the Condition Evaluation Program, at its sole discretion, for reasons that are valid for a Reasonable and Prudent Operator.

(3) No LNG Vessel shall undergo repairs, other than minor repairs that do not materially affect the operation of the LNG Vessel, while berthed at the Terminal; however, an LNG Vessel may undergo repairs required by a Government Authority for such LNG Vessel to depart the berth at the Terminal upon the provision of written notice and an explanation of the need for such repairs to GNLM.

(4) The officers and the crew of each LNG Vessel shall have the capacity, experience, licenses and training in accordance with the performance of their duties under International Standards for LNG Vessels and as required by the Government Authorities and any labor organization with jurisdiction over the LNG Vessel or its crew. Without limiting the foregoing:

(i) All on-board personnel must have valid certificates of competence according to the requirements of the law of the state of the flag of the LNG Vessel, and any applicable requirement in Chile;

(ii) The Captain, Chief Engineer, Chief Officer and Cargo Engineer (and the other officers of the LNG Vessel with responsibilities associated with the preparation of the LNG Vessel for its unloading (or reloading)) shall be trained and certified according to the customary standard for an operator of a first class LNG Vessel of the type and tonnage of the LNG Vessel and in

compliance with the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995;

(iii) The Captain, the Chief Engineer, all the Cargo Engineers and all the deck officers must have oral and written English abilities and must keep all records and deliver all the reports with respect to the LNG Vessel in English, and there shall also be sufficient personnel with good knowledge of the work in English to allow the efficient and safe handling of the loading and unloading and to allow the communications between the LNG Vessel and those unloading the LNG Vessel to be fast and efficient; and

(iv) Neither the Captain of the LNG Vessel, nor the officers, nor the crew, while they are on duty on the LNG Vessel, shall use, nor being under the effects, of drugs or alcohol, and the operator of the LNG Vessel shall maintain a strict policy for such purposes, which policy must meet or exceed the standards of the Guidelines For The Control Of Drugs And Alcohol Onboard Ship of the Oil Companies International Marine Forum, 1995, and its modifications and amendments.

(5) GNLM shall not be obligated to accept an LNG Vessel if: the LNG Vessel can not be safely moored due to physical locations of mooring lines; the Terminal gangway cannot be safely placed on the LNG Vessel, with adequate space for movement due to tides, waves; the loading arm envelope is not compatible with the LNG Vessel; the ship shore links are not compatible; or if the LNG Vessel's dimensions are not compatible with the Terminal (See Annex G – Terminal Description).

(d) LNG Vessel Approval

If an LNG Vessel is determined to be compatible with the Terminal in accordance with this Annex C, and its most recent SIRE inspection report contains no uncorrected material deficiencies, it shall be deemed approved for use at the GNLM LNG Terminal ("**Approved LNG Vessel**") and:

(i) such Approved LNG Vessel shall be set forth in a list of Approved LNG Vessels maintained by GNLM (which list may be revised from time to time pursuant to clause 1.1(b) or clause 1.1(c) of this Annex C); and

(ii) Client shall be free to nominate such Approved LNG Vessel for use in accordance with Client's Terminal use agreement.

The fact that an LNG Vessel is an Approved LNG Vessel shall not operate in any way to relieve Client of its responsibilities and obligations under this Client's Terminal use agreement in relation to the LNG Vessel in question.

As soon as reasonably practical but in no event later than ten (10) days after receipt of the

information described in section 1.1(a) from Client, GNLM, acting as a Reasonable and Prudent Operator and in a non-discriminatory manner, shall notify Client in writing whether such LNG Vessel is approved or not approved.

(e) Notification of a Rejection or Failure of a Ship Safety Inspection

Client shall promptly notify, or procure that GNLM is notified, if any of its Approved LNG Vessels, or any of its other LNG Vessels which are nominated by Client in accordance with this Annex C has been, when transporting LNG for the account of Client, rejected for safety or security reasons or has failed a Vessel safety inspection at another LNG terminal. Client shall provide GNLM with all relevant technical details and information related to such Vessel.

1.2 Approvals and Documentation of LNG Vessels

(a) Each LNG Vessel shall comply with the regulations of, and obtain all Approvals required by, Governmental Authorities to enable such LNG Vessel to enter, leave and carry out all required operations at the Terminal.

(b) Each LNG Vessel shall have valid documentation evidencing all such Approvals on board at all times.

(c) Each LNG Vessel shall comply fully with the International Safety Management Code for the Safe Operation of Ships and Pollution Prevention effective 1 July 1998, as amended from time to time and at all times be in possession of a valid safety management certificate.

1.3 Port Charges

Client (or such other Person as Client may procure) shall arrange and procure the number and types of tugboats and escort Vessels as mandated by the relevant Governmental Authorities and in accordance with the GNLM Marine Operations Manual to attend the LNG Vessel so as to permit safe and efficient movement of the LNG Vessel within the maritime safety areas located in the approaches to and from the Terminal.

Client shall pay all Port Charges directly to the appropriate Person.

1.4 LNG Vessel Requirements

Each LNG Vessel must satisfy the following requirements:

(a) Governmental Requirements

(i) Client shall comply with, and cause all LNG Vessels to comply fully with the requirements of all Governmental Authorities of the Republic of Chile and with the provisions of Client's Terminal use agreement, including additional requirements in respect of LNG Vessels imposed by those

Authorities from time to time.

(ii) Promptly after receipt by Client from any Governmental Authority of any notice of any violation, citation, or other notice of non-compliance or potential non-compliance or claim alleging non-compliance with any requirement under clause 1.4(a)(i) of this Annex C, Client shall notify GNLM and shall promptly remedy the same.

(iii) Without limiting clause 1.4(a)(i) above, Client shall obtain all Approvals required from all Governmental Authorities for LNG Vessels to enter and operate in the territorial waters of the Republic of Chile, to proceed to berth and discharge their Cargoes and to depart from the Terminal and leave the territorial waters of the Republic of Chile, and shall provide copies of such Approvals as, from time to time, may be reasonably requested by GNLM.

(b) Specifications

Except as otherwise agreed in writing by the Parties, each LNG Vessel shall be compatible with the specifications of the Terminal and this clause 1.4 In addition, each LNG Vessel:

(i) shall be equipped with an automatic Emergency Shutdown System which interconnects with the Terminal through the umbilical link; and

(ii) shall be equipped with a double block and bleed valve configuration at each manifold connection to allow Terminal personnel to safely perform arm flange connection operations.

Notwithstanding the foregoing or anything contained in Client's Terminal use agreement to the contrary, if an LNG Vessel is compatible with the requirements of this Annex C or is otherwise acceptable to GNLM, but a Governmental Authority or Pilot prohibits or otherwise hinders the utilisation of such LNG Vessel, Client's obligations under Client's Terminal use agreement shall not be excused or suspended by reason of Client's inability (pursuant to the foregoing) to use such a Vessel as an LNG Vessel.

(c) Condition of the LNG Vessel

Each LNG Vessel shall be:

(i) fitted in every way for the safe loading, unloading, handling and carrying of LNG in bulk at atmospheric pressure; and

(ii) tight, staunch, strong and otherwise seaworthy with cargo handling and

storage systems (including instrumentation) necessary for the safe loading, unloading, handling, carrying and measuring of LNG in good order and condition.

(d) Classification Society

Each LNG Vessel shall at all times be maintained in class with a member of the International Association of Classification Societies Ltd which has prior experience in classifying LNG Vessels.

(e) Construction

Without limiting Client's obligations under this clause, Client shall ensure that each LNG Vessel shall have been constructed, operated and maintained in accordance with all LNG Vessel Standards applicable to the ownership, design, equipment, operation or maintenance of LNG Vessels. Each LNG Vessel shall be properly entered in a P&I Club which isa member of the International Group of P&I Clubs.

(f) Operation and Maintenance

Each LNG Vessel shall be safely manned, equipped, supplied, operated and maintained in good working order and condition by a competent and reputable Vessel operator to comply with, all applicable LNG Vessel Standards and shall notify GNLM of arrangements made in this respect. Except as expressly provided in Client's Terminal use agreement or unless approved by GNLM in writing an LNG Vessel shall be prohibited from engaging in any maintenance, repair or in-water surveys while berthed at the GNLM LNG Terminal.

(g) Communications

Each LNG Vessel shall be equipped with appropriate communication equipment and systems complying with applicable regulations of Governmental Authorities and safely permitting such LNG Vessel to be in constant communication with the GNLM LNG Terminal and with other Vessels in the area (including fireboats, escort Vessels, tugboats and other Vessels employed in port operations), including an approved Vessel Automatic Identification System.

Each LNG Vessel shall have 3 independent systems of communication with the GNLM LNG Terminal. Two of these shall be VHF radio and a hardwired Hotphone (Seatechnic – or compatible).

(h) Common Language for Ship-Shore Interface

The common language used for the written and oral communication between the LNG Vessel and the Terminal shall be English, unless, prior to the each NOR, the LNG Vessel and the Terminal agree in writing that Spanish is the agreed language for oral communication between the LNG Vessel and the Terminal. Notwithstanding, English shall be the only agreed language for written communication between the LNG Vessel and the Terminal. GNLM shall include on staff and schedule sufficient personnel that is fluent in both oral and written English to allow the perform all the necessary communications between the Terminal and the LNG Vessel to allow for the efficient and safe handling of the berthing and unloading such LNG Vessel.

1.5 Characteristics of LNG Vessel that can be received by the Regasification Terminal

Characteristics of the LNG Vessel	Limits	Units
LOA (MAX)	300	Meters
Beam (MAX)	50	Meters
Draught (MAX)	12.5	Meters
Height of manifold above waterline (MIN/MAX)	Min: 15.2 Max: 27.3	Meters
Distance parallel body, from forward to mid-point manifold (MIN recommended) – See Note *1*	59.5	Meters
Distance parallel body, from aft to mid-point manifold (MIN recommended) – See Note *1*	70.5	Meters
Displacement (MAX)	130,000	Metric Tones
Height of mid-point manifold of any obstruction (MIN/MAX). See Note *2*	Min: 1.0 Max: 1.60	Meters
Distance from manifold to ship side (MIN/MAX) – See Note 2	Min: 3.15 Max: 3.50	Meters

Note 1: The designs of the facilities should include 4 (four) phenders. All LNG Vessels shall be capable of being in contact with at least three (3) of the phenders, provided that their smaller size and displacement allow said contact.

Note 2: The dimensions of the cargo manifold and the spill tank grating shall be according to the standards set out by OCIMF. The LNG Vessels of a Client which are not fulfilling withthese characteristics shall be inspected on case by case basis, so as to ensure compatibility with the facilities of the regasification Terminal.

Discharge specifications	Limits	Remarks
Maximum saturated vapor pressure of a cargo of LNG at the time of berthing	1113 mbar absoluto	
Connections of vapor veturn manifold (starboard-side and port Side).	1 x 16"	Shallcomply with the established in ruleANSI 150.
Connections of cargo manifold (starboard-side and port-side)	4 x 16"	Shall comply with the established in rule ANSI 150.
Unloading capacity	Max: 165,000 Cubic Meters	Maximum volume of LNG to be unloaded by LNG Vessel

Mooring lines (see Note *3*)	Amount
Head line	3
Forward spring	2
Breast line (forward/aft)	3 / 3
Aft spring	2
Stern line	3

Note 3: There must be a minimum of 16 mooring lines. The mooring arrangement must meet the requirements of OCIMF, as well as the compatibility of the LNG Vessel with the Terminal. The mooring lines may be constructed of materials approved for work in the conditions required to maintain the safety of LNG Vessels at a dock. Preferably the mooring lines should come from a winch. In any event, the mooring lines should be able to prevent that the LNG Vessels be away from the "SPOTTING LINE". Mixed mooring lines will not be accepted.

Additionaly, all LNG Vessels must be equipped with an emergency shutdown system and

adequate communication systems for use during the unloading of LNG, all of which must be compatible with the facilities and equipment of the regasification Terminal.

1.6 Variation of LNG Vessel Requirements

In the event of an Expansion or any other moficication to the Terminal that results in or allows for broader vessel requirements or characteristics than those set forth in Sections 1.4 and 1.5 above, GNLM shall issue to Client a statement with such new requirements or characteristics and such statement shall prevail over the above provisions in Sections 1.4 and 1.5.