

**PARTICULAR CONDITIONS OF
LNG TRANSSHIPMENT SERVICE AGREEMENT**

Between

[*]

and

Sociedad GNL Mejillones S.A.

Dated on [*]

BORRADOR

These Particular Conditions are subscribed together with the General Conditions entered into and executed by Client and GNLM at the Execution Date.

The Parties hereto state that each one of the General Conditions subscribed by them at the Execution Date or after said date will apply to these Particular Conditions. To this effect, each one of said General Conditions, together with these Particular Conditions and their respective Annexes shall be deemed as the Agreement between the Parties.

These Particular Conditions shall be applied and construed in conjunction with the General Conditions, since both documents constitute a single legal entity. In the event of any difference between the General Conditions and these Particular Conditions, the latter shall prevail.

GNLM and Client hereby agree on the terms and conditions of the Particular Conditions. Unless as required otherwise by context, capitalized words and expressions set out in these Particular Conditions shall have the meaning assigned to them in Annex A of the Agreement.

BORRADOR

PARTICULAR CONDITIONS

LNG TRANSSHIPMENT SERVICES AGREEMENT

These Particular Conditions of the LNG Transshipment Services Agreement, including the General Conditions of the LNG Transshipment Services Agreement (“General Conditions”), dated [✱] (“Execution Date”) are entered into and executed between:

- 1) [✱], a company incorporated in and organized under the laws of [✱], having its registered office at [✱], tax identity number [_____] (hereinafter referred to as “Client”);

and
- 2) **Sociedad GNL Mejillones S.A.**, a company incorporated in and organized under the laws of the Republic of Chile, having its registered office at Apoquindo 3721, piso 20, Las Condes, Santiago, Chile, tax identity number N° 76.775.710-7 (hereinafter referred to as “GNLM” and jointly with Client, the “Parties”);

WHEREAS, GNLM owns and operates a liquefied natural gas (“LNG”) receiving Terminal at Mejillones and a natural gas metering station at Mejillones, Republic of Chile;

WHEREAS, Client wants to use the LNG transshipment services offered by GNLM in order to transfer LNG from one LNG Vessel to another LNG Vessel to be designated by Client using the port facilities of the Terminal;

WHEREAS, GNLM has the expertise regarding the rendering of LNG transshipment services and has the appropriate facilities for such kind of services;

WHEREAS, these Particular Conditions are signed together with the General Conditions at the Execution Date;

and

WHEREAS, GNLM may also provide LNG transshipment services to third parties (“Other Clients”);

NOW THEREFORE, in view of the above mentioned considerations, which both parties hereby recognize as sufficient, and under mutual rights and obligations as contained in the Agreement, GNLM and Client agree on the terms and conditions listed below. Unless the context requires otherwise, words whose initial is a capital letter, as defined in Annex A to the General Conditions, shall have the meanings assigned to them in said Annex A for all purposes hereof.

ARTICLE 1

TERM

The Parties state that, notwithstanding the Execution Date, the provision of the Services will be available during the following period: from [✱] at 6:00 am (“Commencement Date”) to [✱] at 6:00 am (“Expiration Date”), official time of the Republic of Argentina. Therefore, the term of this Agreement will be [✱] days, that is, from the Execution Date to the Expiration Date (the “Term”).

ARTICLE 2 CONTRACTUAL QUANTITY

2.1 Contractual Quantity

The Contractual Quantity will be [✱] MMBtu.

ARTICLE 3 PRICE AND COMPENSATION

3.1. Rate

The Unit Rate is [✱] USD/MMBTU.

3.2. Compensation

In case one of the Parties needs to be compensated following the cargo operation, the amount of the compensation shall be determined based on the information below:

LNG Compensation Price is [✱] USD/MMBTU

Counterparts

These Particular Conditions are provided together with the General Conditions, in two (2) counterparts with same content and date, a counterpart of the Particular Conditions and General Conditions to remain in each Party’s hands.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and signed by its duly authorized officer on the Execution Date.

Sociedad GNL Mejillones S.A.

[✱]

Este documento no será legalmente vinculante para GNLM y su contenido es meramente ilustrativo. GNLM se reserva el derecho a modificar o aclarar el documento, sin ulterior responsabilidad para GNLM

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BORRADOR