

LNG TRANSSHIPMENT SERVICES AGREEMENT

ANNEX A

DEFINITIONS AND INTERPRETATION

1. Definitions

In addition to the terms and expressions defined in other parts of this Agreement, the terms or expressions indicated further below will have the following meanings in this Agreement:

“**Affected Party**” will have the meaning as indicated in Section 10.2(a) of the General Conditions.

“**Affiliate**” means with respect to a Person, another legal entity that directly or indirectly controls, is controlled by or is under common control, with that Person. For such purpose, the terms “control”, “controlled by” and derivatives, will refer to the direct or indirect control of fifty percent (50%) or more of the voting rights held by one Person.

“**Agreement**” or “**LNG Transshipment Services Agreement**” means the terms and conditions that, jointly, are an integral part of the General Conditions and of the appropriate Particular Conditions and potential subsequent modifications, all of the above, as indicated in the preamble of the respective Particular Conditions and of the General Conditions.

“**Allocated Transshipment Time**” will have the meaning as indicated in Section 4.7 of the General Conditions.

“**Annexes**” means all the annexes to this Agreement.

“**Approvals**” means all the consents, authorizations, licenses, waivers, permits, approvals and other similar documents granted by a Governmental Authority.

“**Arrival Window**” will mean a period of time which begins at 12:01 a.m. Local Time of a determined day and ends forty-eight (48) consecutive hours later, during which GNLM would begin to provide berthing and LNG unloading services at the Terminal, whether to Client or to Other Clients.

“**Berthing site**” means GNLM pier as described in Section 5.6 of the Marine Operations Manual (Annex J).

“Boil-Off” means the quantity of Gas that vaporizes in an LNG Vessel or in the Terminal’s LNG storage facilities, excluding the Gas returned to a Vessel during the LNG unloading process from it to the Terminal.

“British Thermal Unit” or **“BTU”** will mean the quantity of heat in high heating value necessary to raise the temperature of one (1) avoirdupois pound of pure water at 59.0 degrees Fahrenheit to 60.0 degrees Fahrenheit, at an absolute pressure of 14,696 pounds per square inch.

“Broad Limited Liability Insurance” means that insurance policy in which the insurer undertakes to indemnify the insured for any damage its assets may suffer as a result of a claim filed against it by a third party, for any liability it may have arisen upon the insured as well on those persons the insured must civilly answer.

“Captain” means the captain of an LNG Vessel.

“Cargo” means a quantity of LNG expressed in cubic meters transported by an LNG Vessel in relation to which GNLM will provide Services to Client under this Agreement.

“Charterer’s Legal Liability Insurance Policy” means that insurance policy covering liability assumed by a vessel’s charterer, including liability for care, custody and control, when the vessel’s operation corresponds to the owner thereof.

“Client” will have the meaning as indicated in the Agreement’s preamble and successor and assignees thereof.

“Client’s Safety Bond” will have the meaning as indicated in Section 14.1(e)(iii) of the General Conditions.

“Commencement Date” will have the meaning as indicated in Section 1.1 of the Particular Conditions.

“Contractual Quantity” will have the meaning as indicated in Section 2.1 of the Particular Conditions.

“Daily” will be understood in connection with one or more Days.

“Day” means, for purposes of Gas nominations and deliveries, a twenty-four consecutive hour period between 6:00 hours on one calendar day until 6:00 hours on the following calendar day, according to the official time of the Republic of Argentina.

“Dispute” means all disputes, controversies or lawsuits (of any nature or type, based on the contract, non-compliance with Chilean law, regulations or others) arising from, related to or linked to this Agreement, including any dispute relating to the understanding, validity,

interpretation, termination, enforceability or non-compliance with this Agreement as well as any dispute regarding arbitration or jurisdiction.

“Dollar” or “US\$” or “USD” means the legal currency of the United States of America.

“ETA” will have the meaning as indicated in Section 4.4(b) of the General Conditions.

“Event of Insolvency” will have the meaning as indicated in Section 11.1(a)(i) of the General Conditions.

“Execution Date” means the date as indicated in the preamble of the Particular Conditions.

“Expiration Date” will have the meaning as indicated in Section 1.1 of the Particular Conditions.

“Fifth Notice” will have the meaning as indicated in Section 4.4(g) of the General Conditions.

“Final Notice” will have the meaning as established in Section 4.4(i) of the General Conditions.

“First Notice” will have the meaning as indicated in Section 4.4(a) of the General Conditions.

“for Client”, “on the account of Client,” “in representation of Client” or other similar phrases will include the LNG delivered to the Terminal on instructions from Client as well as Client’s Inventory derived from it.

“Force Majeure” will have the meaning as indicated in Section 10.1(a) of the General Conditions.

“Fourth Notice” will have the as meaning indicated in Section 4.4(f) of the General Conditions.

“Gas”, a mix of hydrocarbons and non-hydrocarbon gases, natural in origin and that is found in porous geological formations under the earth’s surface, frequently related to oil. Its main constituting element is methane (CH₄).

“General Conditions” means the Base Agreement and appropriate annexes thereto.

“GNLM” means Sociedad GNL Mejillones S.A. and its successors and assignees.

“Governmental Authority” means, regarding any country, any national, regional or local authority, any of its subdivisions, agencies, commissions or authorities (including any marine authorities, port authorities or any quasi-governmental agency) that has jurisdiction over a

Party, the Terminal, Client`s Inventory, an LNG Vessel, a Charterer or a downstream gas pipeline, as the case may be.

“Gross Negligence” will have the meaning as indicated in Section 9.2(a) (i) of the General Conditions.

“Hull and Machinery Insurance policy” means that insurance policy covering the hull of vessels, riggings and equipment, as well as food and fuel for the Vessels.

“Important Obligation” means any substantial obligation whose non-compliance causes an Adverse Material Effect on the Party that is the creditor of the obligation. For purposes of this definition, **“Adverse Material Effect”** means an adverse effect that causes an impact on the affected Party for a sum over US\$ 2 million, sum that will be indexed as provided in Section 5.3 of the General Conditions.

“International Standards for LNG Vessels” means, as long as it is not inconsistent with the express requirements contained in this Agreement, the international standards and practices applicable to the design, construction, equipping, operation or maintenance of LNG Vessels, established by (the referred-to standards must be applied in the order of precedence indicated below): (a) A Governmental Authority; (b) the International Maritime Organization; (c) recommendations passed by the Society of International Gas Tanker and Terminal Operators (“SIGTTO”); and (d) any other non-governmental agency or organization, recognized internationally, whose standards and practices are normally complied with by Reasonable and Prudent LNG Vessel Operators.

“International Standards for Terminals” means, as long as it is not inconsistent with the express requirements contained in this Agreement, the international standards and practices applicable to the design, construction, equipping, operation or maintenance of the terminals for the receipt and regasification of LNG, established by (the referred-to standards must be applied in the order of precedence indicated below): (a) a Governmental Authority that has jurisdiction over GNLM; (b) the Society of International Gas Tanker and Terminal Operators (“SIGTTO”); and (c) any other non-governmental agency or organization, recognized internationally, whose standards and practices are normally complied with by Reasonable and Prudent Operators of LNG receipt and regasification terminals.

“Law” means each and every law, regulation, ordinance, decree, circular, official letter or resolution by any applicable Governmental Authority, including its amendments, which are in effect at the time of their application.

“Liabilities” or **“Liability”** will mean all the obligations, liabilities, costs, lawsuits, disputes, claims, trials, arbitration, legal or administrative processes, sentences, damages, losses and expenses (including reasonable attorney fees and other reasonable arbitration,

litigation or defense costs), as well as any and all fines, surcharges and taxes by or liabilities toward, Governmental Authorities.

“Liability Insurance for Marine Terminal Operators” means that insurance policy covering liabilities for loss or damage on vessels, cargo and assets of third parties while in custody or under control of the Terminal.

“Limit of Liability” regarding GNLM will have the meaning as indicated in Section 9.2(b), of the General Conditions, and regarding Client, it will have the meaning as indicated in Section 9.2(c) of the General Conditions.

“LNG” means Gas in a liquid state at a temperature at or lower than its boiling point, at a pressure of approximately one (1) atmosphere.

“LNG Compensation Price” means the LNG price agreed upon between the two Parties and which will be used to calculate the amount of the compensation if applicable.

“LNG Suppliers” or **“Suppliers”** means, regarding compliance with GNLM’s and Client’s obligations under this Agreement, those People that accept, in writing under a LNG sale contract, to supply or sell LNG to Client for its delivery at the Terminal.

“LNG Vessel” means the ocean-going Vessel that is apt to transport LNG that LNG Client or Supplier use to transport LNG to the Terminal in accordance with this Agreement.

“LNG Vessel’s Interests” will have the meaning as indicated in Annex K.

“Loading Port” will mean the port in which a Cargo is loaded onto a LNG Vessel.

“Loading Point” will mean the point in the Terminal where the coupling flanges of the terminal’s loading piping is joined with the coupling of flanges of the LNG loading collector on board of the receiving LNG Vessel.

“Local Time” means local time at Mejillones.

“Major Maintenance” means maintenance activities to the Terminal that will consist of a complete stoppage, decommissioning and commissioning in order to recertify compliance with the standards and requirements applicable thereto, among others, with those established by the *American Society of Mechanical Engineers (ASME)* or the entity that succeeds or replaces it.

“Marine Incident” means any event or series of events with the same origin produced by or related to the use of the Terminal by a LNG Vessel and that have one or more the following results as a consequence : (a) losses or damage caused to the Terminal or to the LNG Vessel; (b) injuries to employees or agents that compromise or involve the interests of the Terminal or the Interests of the LNG Vessel; (c) losses or damage other than losses or damage to the

Terminal or to the LNG Vessel caused by the LNG Vessel or that it has contributed to the cause, including but not limited to, injuries to third parties or damage to third party property or to the environment (including the soil, land, surface or subsoil, water (including navigable oceans, currents, streams, lagoons, reserves, drainage areas, river basins, swamps, surface and consumables), sediment, air (including interiors), noise, flora, fauna, and all other environmental or natural resources); or (d) obstruction or danger that affects or interferes with the normal operation of the Terminal at Mejillones Port.

“Marine Operations Manual” means the agreement contained in Annex J, which the Parties have entered into on this date.

“MMBTU” means 1,000,000 BTU of higher calorific power.

“Moratory Interest Rate” will have the meaning as indicated in Annex E.

“Notice of Readiness” or **“NOR”** will have the meaning as established in Section 4.4 (j) of the General Conditions.

“On-Shore Tank” means an on-shore LNG storage tank having an estimated net storage capacity of 175,000 cubic meters, in existing environmental conditions that will be a part of the Terminal.

“Other Clients” will have the meaning as indicated in the Whereas clauses in the Particular Conditions.

“Particular Conditions” will have the meaning as indicated in the preamble of the respective Particular Conditions of the LNG Transshipment Services Agreement.

“Parties” means GNLM and Client.

“Permitted Scheduled Maintenance Dates” means duration of forty-eight (48) consecutive hours during which GNLM can perform maintenance activities.

“Person” means any natural person, joint stock company, trust fund, company, voluntary association, partnership, de facto association, joint-venture, limited liability company, and organization without legal capacity, institution, Governmental Authority or any other legal entity.

“Physical Damage Insurance” means that insurance policy intended to cover the risk of physical damage or loss of insured assets.

“Pilot” or **“Maritime Pilot”** means any person hired by the Transporter to board a LNG Vessel and help the Captain in piloting, berthing and weighing anchor of that LNG Vessel.

“Pilot Boarding Area” will have the meaning as indicated in Section 5.5 of the Marine Operations Manual (Annex J).

“Port Facilities” means the port infrastructure of the Terminal that will be used by Client and that consists on the loading and unloading arms and the jetty.

“Port Liability Agreement” means the agreement to be executed in the terms of Annex K.

“Port Services” will have the meaning as indicated in Section 1.2(c) of the General Conditions.

“Price of Services” will have the meaning as indicated in Section 5.1 of the General Conditions.

“Protection & Indemnity Insurance” or P&I Insurance” means that insurance policy covering liability with third parties as a result of the insured’s marine activities.

“Real Transshipment Time” will have the meaning as indicated in Section 4.8 of the General Conditions.

“Reasonable and Prudent Operator” means a Person that attempts to comply with his contractual obligations in good faith, and when doing so, and in his general running of his business, exercises the degree of ability, diligence, prudence and foresight that would reasonably and normally be expected from a qualified and experienced operator that works in the same line of business under the same or similar circumstances and conditions.

“Reasonable Efforts” corresponds to the diligence and care that men usually use in their own businesses, and must answer up to ordinary negligence in accordance with paragraph two of Article 44 of the Chilean Civil Code.

“Regulatory Change” means any new Law or regulation (including international obligations binding upon Chile), or change to an existing Law or regulation or changes in the interpretation of an existing Law or regulation, or any change in technical parameters or standards relating to any Law or regulation applicable in Chile, binding upon GNLM regarding the provision of the Services under this Agreement.

“Second Notice” will have the meaning as indicated in Section 4.4(d) of the General Conditions.

“Services” means the services to be provided by GNLM to Client under this Agreement, as described in Section 1.1 of the General Conditions.

“SIPCO” is the System of Protection to the Taxpayer of the Specific Fuel Tax.

“**Sixth Notice**” will have the meaning as indicated in Section 4.4(h) of the General Conditions.

“**Specifications**” means, when the context so dictates, whether they are the LNG specifications as established in Annex D or the Gas specifications as established in Annex D.

“**Specifications of LNG Vessels**” means specifications, terms and conditions, and other requirements as identified in Annex C applicable to an LNG Vessel berthing and unloading at the Terminal.

“**Standard Conditions**” means 15 degrees Celsius (15°C) and a 101,325 kPa absolute pressure.

“**Taxes**” means all the duties, taxes, royalties, taxes on consumption, commissions, rights, taxes on sales and services and value added tax, ad valorem taxes, charges and all other taxes in effect currently or that may be passed in the future, collected or imposed, directly or indirectly, by a Governmental Authority, including those taxes based on profits or net equity and all the patent and license taxes and other similar taxes required to maintain the existence of the company, which are charged to a Party.

“**TBTU**” means one billion BTU of high calorific power.

“**Technical Dispute**” means a disagreement between the Parties that can be referred to an expert for its solution under Paragraph 2 of Annex F.

“**Term**” will have the meaning as indicated in Section 1.1 of the Particular Conditions.

“**Terminal**” means the LNG receiving and regasifying terminal facilities as described in detail in Annex G (including the berthing and unloading facilities, the On-Shore Tank, the gasifying facilities and send-out and delivery pipeline, together with equipment and facilities related thereto) required to provide the Services under this Agreement, facilities that will be built and may be periodically modified in accordance with this Agreement.

“**Terminal Interest**” will have the meaning as indicated in Annex K.

“**Third Notice**” will have the meaning as indicated in Section 4.4(e) of the General Conditions.

“**Unit Rate**” will have the meaning as indicated in Section 31 of the Particular Conditions.

“**Unloading Point**” will mean the point in the Terminal where the coupling of flanges of the terminal’s receiving piping is joined with the coupling of flanges of the LNG unloading collector on board of the unloading LNG Vessel.

“**USD**” or “**US\$**” see definition of Dollar.

“**VAT**” means value added tax.

“**Wobbe Index**” will have the meaning as indicated in Annex I.

“**Working Day**” will mean any day other than Saturday, Sunday or a public holiday in the Republic of Chile, and not a day on which the banking institutions authorized by the Republic of Chile must legally closed or are authorized to close.

2. Interpretation

- (a) Article. Save when provided otherwise, reference to any Article, Section or Annex will mean an Article, Section or Annex of this Agreement.
- (b) Gender. Reference to any gender includes reference to all other genders.
- (c) Include. The words “include” and “including” will mean include or including without limiting the generality of the description prior to that word and that are used in an illustrative and not limiting sense.
- (d) Currency. The references to United States Dollars or US\$ will be a reference to the legal currency of the United States of America at this time.
- (e) Time Periods. The references to “day”, “month”, “quarter” and “year”, unless another thing is indicated or defined, will mean a day, month, quarter and year of the Gregorian calendar, respectively. To prevent any doubt, a “day” will begin at 00:00 hours
- (f) Titles. The titles or headings used in this Agreement are only inserted for convenience and shall not be interpreted as if they had a substantive meaning or as indicating that all the provisions of this Agreement related to any matter must be found in any particular Article or that any particular Article only refers to the title relating to each subject.
- (g) Legal References. Unless the context requires otherwise, any reference to a legal provision shall constitute a reference to that provision and its possible amendments or new provisions passed, or its possible periodic modifications by other legal provisions, and shall include subsequent legislation and regulations passed under the relevant legislation.
- (h) Singular and Plural. All reference to the singular includes a reference to the plural and vice-versa.