

**GENERAL CONDITIONS OF  
LNG TRANSSHIPMENT SERVICES AGREEMENT**

**Between**

**[\*]**

**and**

**Sociedad GNL Mejillones S.A.**

**Dated on [\*]**

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

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

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

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

## **GENERAL CONDITIONS LNG TRANSSHIPMENT SERVICES AGREEMENT**

These General Conditions of the LNG Transshipment Services Agreement (the “Agreement”) 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 General Conditions are signed together with the Particular Conditions at the Execution Date;

**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 SERVICES AND SCOPE**

#### **1.1 Services provided by GNLM**

GNLM agrees to provide to Client the following services from the Commencement Date under the terms and in the manner set forth in the Agreement (collectively, the “Services”):

- a) access to and use of the port infrastructure of the Terminal (the “Port Facilities”) with safety conditions appropriate for the berthing of LNG Vessels in conformity with national and international standards applicable;
- b) direct transfer of LNG from a LNG Vessel (the “Unloading Vessel”) that will unload LNG into another LNG Vessel (the “Loading Vessel”) by means of the use of the Port Facilities of the Terminal (as set forth in the Agreement);
- c) measurement and analysis of the LNG effectively transferred; and
- d) other activities directly related to the aforementioned activities.

### **1.2 Services not included in this Agreement**

The Parties hereby confirm that the following activities are not part of the Services and, therefore, Client shall be responsible for providing and contracting them at its own expense and risk:

- (a) the supply of LNG to the Terminal;
- (b) the unloading of LNG to the Storage Tank;
- (c) marine transportation services, port services, harbor, mooring, docking and escort services, including Pilots as well as those relating to tugs, service boats, service boats, fire boats, liner vessels, liner controllers and other support vessels or supply services, as well as any other service an LNG Vessel may require while in port until final departure (the “Port Services”);
- (d) the marketing of Gas; and
- (e) other activities directly related to the aforementioned activities.

### **1.3 Term**

This Agreement will be valid as from the Execution Date and for the period of time set forth in the Particular Conditions.

## **ARTICLE 2 SERVICES**

## 2.1. Provision of Services

- a) Services Covered by the Price as specified in Article 5. The Services GNLM shall make available to Client in consideration for payment, as indicated in the Particular Conditions, will be the Services as defined in Section 1.1 of these General Conditions up to the Contractual Quantity as indicated in the Particular Conditions.
- b) Contractual Quantity. The Contractual Quantity is established in the Particular Conditions. Client will have the right to transfer the Contractual Quantity at the Terminal in one (1) single LNG Vessel, and will have the right to require GNLM to provide the Services as for the Contractual Quantity.

## 2.2 Additional Services

In addition to the Services, Client may request to GNLM to unload at the Terminal part of the LNG that was contained in the Unloading Vessel in order to use the regasification services of the Terminal. In such case, prior unloading such LNG at the Terminal, Client shall have entered first into a TUA with GNLM.

## 2.3 Measurement and Recordings – Information

- (a) GNLM shall permanently maintain the following recordings (the “Measurement Recordings”), which shall be available to Client on GNLM’s web site or be e-mailed to Client after completion of the transfer operation:
- the quantity in MMBTU and cubic meters and LNG specifications as unloaded at the Unloading Point through “Custody Transfer” in accordance with Annex H;
  - the quantity in MMBTU and cubic meters and LNG specifications as loaded at the Loading Point through “Custody Transfer” in accordance with Annex H;
  - the quantity of Boil-Off Gas generated during the transfer, as per surveyor’s calculation; and
  - the chromatography of the effective LNG transferred.

All these Measurement Recordings shall be kept in accordance with Annex H.

## ARTICLE 3 OPERATION OF THE TERMINAL

### 3.1 Terminal Operating Standards

GNLM will operate and maintain the Terminal and will provide the Services, acting as a Reasonable and Prudent Operator, subject to International Standards for Terminals. In the operation of the Terminal, and the provision of the Services, GNLM shall not discriminate between all GNLM's clients effectively using the Services.

## **ARTICLE 4 TRANSPORTATION AND UNLOADING**

### **4.1 LNG Vessels and Transportation**

(a) Client shall be responsible for the transportation of LNG to and from the Terminal. In this regard, Client shall comply, and will cause both of each Loading and Unloading Vessels to comply, with the requirements of this Article 4 and Annexes C and J. Client shall certify to GNLM that each LNG Vessel meet the Specifications for LNG Vessels, and shall also certify to GNLM that each LNG Vessel complies with any applicable regulations and Laws.

(b) If the inspection or checking carried out by GNLM evidences that the LNG Vessel does not comply with the provisions of Annexes C and J, Client shall reimburse GNLM for the cost of the inspection of said LNG Vessel. The inspections shall not interfere with or delay the efficiency of the operation of the LNG Vessels. If the inspections performed by GNLM require that a LNG Vessel complying with the provisions of Annexes C and J must stay longer than originally planned in the Terminal, GNLM shall grant a reasonable extension of the assigned term for the Services taking into consideration the delay caused by such inspection. If the GNLM inspections mean that, at GNLM's request, a LNG Vessel complying with the provisions contained in Annexes C and J shall leave the port without unloading or receiving the LNG, GNLM shall indemnify, defend and hold Client harmless from any direct damages effectively caused to Client.

(c) GNLM shall only have the right to reject a LNG Vessel contracted by Client for the reasons and under the terms and conditions stipulated in Annexes C and J. The respective record or notice of rejection by GNLM shall express the cause of the rejection of the LNG Vessel and the background information at hand.

(d) If the event (i) Client contracts a LNG Vessel that does not comply with the LNG Vessel Specifications, and having GNLM given Client notice on said non-conformity, or (ii) the information provided by Client to obtain approval of the LNG Vessel, as established in Annexes C and J, ceases to be valid and, consequently, the LNG Vessel ceases to comply with the LNG Vessel Specifications, Client shall be responsible for any increased costs and damages incurred by GNLM as a result of such non-conformity or lack of valid information, and shall indemnify, defend and hold GNLM harmless against any action, claim or complaint filed by third parties against

GNLM as result of such non-conformity or non-compliance, in both cases, acting as a Reasonable and Prudent Operator.

(e) GNLM shall be entitled to make modifications to the Port Facilities and to the Terminal, including, without limitation, those that may require modifying the LNG Vessel Specifications. GNLM shall inform Client as soon as possible, and describe what such modifications will be. Should any modifications to the Terminal as made by GNLM cause Client to incur additional costs, GNLM shall bear such costs, unless and provided said costs are related to or arise from (i) LNG Vessels that have not been previously approved by GNLM for use at the Terminal or (ii) modifications required by applicable Law, regulations, administrative requirements, or by a Governmental Authority, or International Standards for Terminals.

#### **4.2 Marine Operations Manual**

The Marine Operations Manual is attached hereto as Annex J. In the event of a conflict between the terms of this Agreement and those in the Marine Operations Manual, as the latter may be amended in the future, the terms of this Agreement shall prevail. The Marine Operations Manual shall be the same for all GNLM Clients.

#### **4.3 Notices Regarding the LNG Vessel and Cargos**

If the vessel that Client proposes to use as a LNG Vessel has not previously used the services of the Terminal, Client shall notify GNLM thereof at least forty (40) days before the applicable scheduled Arrival Window. GNLM shall carry out a vessel-Terminal feasibility study and inform Client of acceptance or rejection of the vessel at the soonest, but in any event, within the period as indicated in the last paragraph of Section 1.1(d) of Annex C.

In the event Client becomes aware of the identity of the LNG Vessel after the period indicated in the last paragraph of Section 1.1(d) of Annex C, GNLM may decide to proceed with the analysis of compatibility of the LNG Vessel; however, GNLM will have the right to prohibit or delay the unload of such LNG Vessel if the analysis cannot be completed before the date of arrival of the mentioned LNG Vessel.

#### **4.4 Tracking of the LNG Vessels**

Client will deliver, or cause the captain of each Unloading and Loading LNG Vessel to deliver to GNLM, the following notices:

(a) A first notice (“First Notice”), that shall be sent upon departure of each LNG Vessel, and which will indicate, if applicable, the name of the LNG Vessel, its ensign, time and date at which the loading was completed, the quantity (expressed in cubic meters) of LNG loaded on the LNG Vessel, estimated time of arrival of the LNG Vessel at the Pilot Boarding Station and any operational deficiency on the LNG Vessel that might affect its operation at the Terminal;

(b) A notice during navigation between the Loading Port and the Pilot Boarding Area. While in route, Client shall make reasonable efforts to send, at 12:00 PM (Mejillones local time) a message containing the following information: name of the LNG Vessel, its ensign, geographical position (latitude/longitude) of the LNG Vessel, Estimated Arrival Time, (“ETA”) and average temperature and average vapor pressure in each one of the LNG cargo tanks of the LNG Vessel.

(c) A notice when the LNG Vessel had completed its passing, through Panama Canal, around Cape Horn or has gone through the Strait of Magellan, if applicable, notice that shall contain the name of the LNG Vessel, its ensign; date and time when said round or passing took place.

(d) A second notice (“Second Notice”) that will be sent ninety-six (96) hours prior to the ETA as set in the First Notice, and which will indicate the name of the LNG Vessel and its ensign, stipulating the ETA of the LNG Vessel at that moment. If said ETA later changes by more than six (6) hours and before the time the Third Notice must be sent out, Client shall immediately report or cause the Captain of the LNG Vessel to immediately inform GNLM on the corrected ETA;

(e) A third notice (“Third Notice”) that will be sent seventy-two (72) hours prior to the ETA indicated in the Second Notice (as corrected), which shall indicate the name of the LNG Vessel, and its ensign, stipulating the ETA of the LNG Vessel at that moment. If, as of then, said ETA changes by more than six (6) hours and before the time when the Fourth Notice must be sent out, Client shall immediately inform, or will cause the Captain of the LNG Vessel to immediately inform, GNLM on the corrected ETA;

(f) A fourth notice (“Fourth Notice”) that will be sent forty-eight (48) hours prior to the ETA informed in the Third Notice (as corrected), and which will indicate the name of the LNG Vessel and its ensign, stipulating the ETA of the LNG Vessel at that moment. If, as of then, said ETA changes by more than six (6) hours and before the time the Fifth Notice is to be sent out, Client shall promptly inform, or will cause the Captain of the LNG Vessel to promptly inform, GNLM on the corrected ETA;

(g) A fifth notice (“Fifth Notice”), that will be sent thirty-six (36) hours prior to the ETA set in the Fourth Notice (as corrected), indicating the name of the LNG Vessel and its ensign, stating the ETA of the LNG Vessel at that time. If, as of then, said ETA changes by more than six (6) hours and before the Sixth Notice is to be sent out, Client shall immediately inform, or will cause the Captain of the LNG Vessel to immediately inform, GNLM on the corrected ETA;

(h) A sixth notice (“Sixth Notice”) that will be sent twenty-four (24) hours prior to the ETA informed in the Fifth Notice (as corrected), indicating the name of the LNG Vessel and its ensign, indicating the name of the LNG Vessel and its ensign, quantity of LNG (expressed in cubic meters) to be transferred, if applicable, and an update of the average temperature and average vapor pressure in each of the LNG tanks on the LNG Vessel, confirming or correcting said ETA. If, as of then, said ETA changes by more than three (3) hours and before the time the Final Notice is to be sent out, Client

shall immediately inform, or will cause the Captain of the LNG Vessel to immediately inform, GNLM on the corrected ETA;

(i) A final notice (“Final Notice”) that will be sent out twelve (12) hours prior to the ETA reported in the Sixth Notice (as corrected), indicating the name of the LNG Vessel and its ensign, quantity of LNG (expressed in cubic meters) to be transferred, if applicable, and an update of the average temperature and average vapor pressure in each of the LNG tanks on the LNG Vessel, confirming or correcting said ETA. If, as of then, said ETA changes by more than one (1) hour, Client shall promptly inform, or will cause the Captain of the LNG Vessel to promptly inform, GNLM on the corrected ETA; and

(j) A “Notice of Readiness” or “NOR”, and a final report, if applicable, indicating the time of arrival, together with the estimated quantity of LNG to be transferred at the Terminal, its average temperature, and average vapor pressure in each one of the tanks of the LNG Vessel. As long as it is technically feasible, Client shall make Reasonable Efforts to inform GNLM of the vapor pressure and density of the LNG that will be delivered as provided in Section 4.6 below.

#### **4.5 Cargo Characteristics**

With the First Notice, if applicable, Client will inform GNLM, or will cause GNLM to be notified, for information purposes, of the following characteristics of the LNG that comprises its Cargo, as determined upon loading, to the extent that said information is available to the Client or the Captain of the LNG Vessel upon giving the First Notice:

- (i) high calorific power (in volume and mass units);
- (ii) molecular percentage of hydrocarbon and nitrogen components;
- (iii) average pressure in each tank of the LNG Vessel;
- (iv) average temperature in each tank of the LNG Vessel, as for both the liquid and the vapor;
- (v) density upon loading; and
- (vi) copy of the *surveyor*'s report, if then available, which shall include, at least, what is indicated in 4.5 (i) to (v) above. If not available upon the First Notice, said copy of the *surveyor*'s report will be provided when available.

#### **4.6 Notice of Readiness (NOR)**

(a) NOR is the document whereby GNLM gets informed that the LNG Vessel has arrived in the Pilot Boarding Station at the bay of Mejillones (*bahía de Mejillones*), and that it is ready to start cargo operations. The NOR will be sent by fax, e-mail or via any mutually agreed upon means of communication and shall be signed by the Captain of the Vessel, indicating date and time of its transmission, and the NOR shall be addressed to the person appointed for such purpose by GNLM.

- (b) For a LNG Vessel transmitting a NOR during its scheduled Arrival Window, the NOR will be regarded as in force upon its transmission.
- (c) For a LNG Vessel transmitting a NOR before its scheduled Arrival Window, the NOR will be considered as effective at 6:00 AM of the first Day of its Arrival Window, unless GNLM, acting as a Reasonable and Prudent Operator, and being in condition to start cargo operation earlier, determines otherwise, in which case the NOR will be effective as of the early beginning of the Services.
- (d) For a LNG Vessel transmitting a NOR at any time after the end of the scheduled Arrival Window, the NOR will be considered as effective as of the beginning of the cargo operations.
- (e) For a LNG Vessel that has been asked to leave the Mooring area for reasons that would have justified an extension of the Allocated Transshipment Time pursuant Section 4.7 below, and which later returned to the Mooring Area, the NOR will become effective six (6) hours after GNLM has sent notice to the LNG Vessel that it is ready to receive the LNG Vessel at the Mooring area.
- (f) Each LNG Vessel shall moor, unload/ load (as applicable) and depart as safely and swiftly as reasonably possible in cooperation with GNLM.

#### **4.7 Allocated Transshipment Time**

GNLM shall complete the cargo operation of any LNG Vessel as soon as possible, but within a period no longer than the expiration of the Allocated Transshipment Time. Subject to adjustments as indicated below, the “Allocated Transshipment Time” shall be determined based on the following formula:

- (a) Allocated Transshipment Time =  $8 + Q/r$  where :  
Q : LNG Vessel gross capacity in  $m^3$   
r : transfer rate in  $m^3$ /hour, in normal conditions  $r = 4,000 m^3$ /hour
- (b) Allocated Transshipment Time to each LNG Vessel shall be extended for a period equivalent to the duration of the periods related to the occurrence of any of the following events, to the extent that said event cannot be exclusively attributed to GNLM:
  - (i) any period of time where the mooring (*all fast*) of the LNG Vessel, the free pratique, the commencement of the transfer, or the transfer itself, is delayed, hindered or suspended for causes attributed to Client, its Suppliers, the delivery of Off-Spec LNG, events relating to the LNG Vessel, its Captain, its crew, its owner, its operator, causes beyond GNLM’s control, causes attributed to Governmental Authority, for security reasons or the like; or
  - (ii) any period during which mooring or the transfer of the LNG has been delayed, hindered or suspended due to Force Majeure; or

(iii) if the *bubble pressure* of the Cargo at Vessel's arrival temperature is higher than 100 mbarg, in which case, the Terminal may reduce the transfer rate to mitigate the physical effects of said bubble pressure during the cargo operation, the Allocated Transshipment Time being therefore increased for the entire period of time in which the bubble pressure was higher than 100 mbarg, and that was necessary for the Terminal, acting as a Reasonable and Prudent Operator, may resume the transfer rate of 4,000 m<sup>3</sup>/hour.

#### **4.8 Real Transshipment Time**

Real transshipment time for each LNG Vessel ("Real Transshipment Time") will start with some of the following events, whichever happening first: (i) 6 hours after the validly transmitted NOR comes into effect, or (ii) when the LNG Vessel has fully and safely moored and in condition to start the transfer and starting to connect the unloading arms is safe, and it will be completed when the unloading and steam return lines of the LNG Vessels have been disconnected, and when the Pilot is onboard the LNG Vessel.

#### **4.9 Delays of the Services**

- (a) If the Services are delayed for causes attributed to Client, Charterer, or LNG Vessel, then Client shall compensate and hold GNLM harmless from any damages and liabilities, as provided in sections 9.2 and 9.4, caused to GNLM; and
- (b) If the Services are delayed for causes attributed to other client, then GNLM will not have any responsibility, and the sole and exclusive indemnity from Client will be that as indicated in the OCA.
- (c) If, for causes attributed to GNLM's failure to comply with this Agreement, the Real Transshipment Time exceeds the Allocated Transshipment Time, GNLM shall pay Client the moorage costs as compensation for the delay.

### **ARTICLE 5 PRICE OF THE SERVICES**

#### **5.1 Price of the services**

5.1.1. The price of the services ("Price of Services") shall be the greatest between:

- (a) an amount equivalent to USD 100,000 ("Use or Pay fee") payable by Client to GNLM no later than 10 days prior to Commencement Date. The parties expressly state this fee shall be made on a *Use or Pay* basis, regardless of the Client effective use of Services or not; and

(b) a tariff for the effective use of the transshipment services calculated as follows  
 $P = UT \times Q$ , where:  
UT: Unit Tariff expressed in USD/MMBtu established in the Particular Conditions.  
Q: Contractual Quantity (in MMBtu)

5.1.2. The Price of Services does not include the appropriate VAT which shall be added as per section 6.1 below.

5.1.3. All costs related to non-included Services shall be borne by Client.

5.1.4. In case the Price of Services is the one corresponding to letter (b) of section 5.1.1 above, the remaining balance of the Price, after payment of the Use or Pay fee, shall be paid against the delivery to Client of the relevant invoice duly issued by GNLM according to article 6 below once the services are fully provided.

## 5.2 Boil-Off Gas

The average Boil-Off Gas rate (“BOG”) for LNG transfer is 0.5%. The two parties shall agree that the BOG generated should not exceed 0.5% (“Contractual BOG Rate”).

In case the Final BOG Rate generated is less than 0.5%, Client shall compensate GNLM the efficiency of the operation of the transfer. The amount of the compensation shall be determined based on the difference between the Contractual BOG rate and the Final BOG Rate and the LNG Compensation Price. The Final BOG Rate can only be determined after the completion of the operation based on the following formula:

Final BOG rate =  $(Q_O - Q_T) / Q_O$ , where:

$Q_O$ : Quantity of LNG at the Unloading Point, equal to Contractual Quantity

$Q_T$ : Quantity of LNG transferred

In case the Final BOG Rate exceeds 0.5%, GNLM, acting as a Reasonable and Prudent Operator shall compensate Client for the loss of LNG during the Services. If Client has a TUA, the extra BOG generated shall be added to Client’s inventory in the storage tank. Otherwise only a financial compensation is possible.

If the Final BOG Rate is between 0.5% and 1%, the amount of the compensation shall be determined based on the difference between the Final BOG Rate and the Contractual BOG Rate and the LNG Compensation Price (as such term is defined in the Particular Conditions).

If the Final BOG Rate exceeds 1%, the amount of the compensation shall be determined based on the difference between the Final BOG Rate and the Contractual BOG Rate and the LNG Compensation Price with a 50% increase.

## 5.3 Indexation

Any adjustments applied to the values to be made pursuant to this Agreement will be determined on a yearly basis, multiplying the respective value by the result of dividing the CPI of November of each year by the Base CPI. The values thus indexed will be annually applied as of the following January 1st and will be rounded up to 2 (two) decimals.

## **ARTICLE 6 INVOICING AND PAYMENT**

### **6.1 Invoicing**

GNLM shall deliver to Client, as soon as possible and subject to the availability of the relevant data, the corresponding invoice for payment of the Price of Services. The applicable value added tax will be added to each invoice, credit note or debit note issued by GNLM.

The payment invoices, credit notes and debit notes may be delivered to Client manually (on paper) or electronically. In the latter case, GNLM shall ensure that the invoice is received electronically by means of a receipt acknowledgement from Client, who, in turn, shall send it as soon as the payment invoice is received.

### **6.2 Payment**

The Client shall pay the invoices and debit notes issued by GNLM within fourteen (14) calendar days as of physical delivery thereof or as of the electronic delivery to Client thereof in case of electronic invoices.

Any amount of money to be invoiced by GNLM to Client under this Agreement shall be denominated in Chilean pesos (“CLP”), indicating the equivalent in US dollars (“Dollars”) on the respective invoice, according to the exchange rate referred to as “Observed Dollar” rate as published by the Central Bank of Chile, on the Invoice issuance date, in the Official Gazette in accordance with No. 6 of Chapter 1 of Title 1 of the Compendium of Foreign Exchange Regulations or, in absence thereof, the parity as set by the Central Bank of Chile as its replacement. The aforementioned GNLM issued invoices will be paid in Dollars according to the amount of Dollars indicated on the respective invoice, by wire transfer to the bank account designated by the recipient. However, compensation as regard sums as may be agreed by the Parties or set by a final decision of any Dispute or Technical Dispute in accordance with Annex F shall proceed. Once the Party has paid the total amount due at the bank as indicated by the other Party and in accordance with the instructions given by said other Party, the Party having made such payment shall not be liable, in any way, for the subsequent disbursement of those funds by the bank where payment was made.

Only for informative purposes, each time a Party makes a payment in favor of the other Party, the latter shall be informed, in writing and as soon as possible, of the date, amount, collection document associated with the payment and bank account to which the deposit or transfer has been made. In case of payments to be made to GNLM, this written notice shall be sent by email to the following address: [tesoreria@gnlm.cl](mailto:tesoreria@gnlm.cl) or to any other address as indicated by

GNLM in writing. In case of payments to be made to Client, this written notice shall be sent by email to the email address indicated by Client. Failure to give this notice shall not affect the validity of the payment.

### **6.3 Moratory interest rate**

Should the total amount of any invoice not be timely paid, the unpaid amount thereof will bear interest at LIBOR plus 2.5% (two point five percent) ("Moratory Interest Rate"), from and including the day after the due date and up to and including the date payment is made. For purposes of calculating the Moratory Interest Rate, the arithmetic mean (rounded up, if necessary, to the higher integer multiple nearest 1/16 of 1%) shall be deemed equal to the interest rate as informed by the Central Bank of Chile as LIBOR USD 3 MONTHS, on the second Business Day prior to expiration of the respective payment, plus 2.5% (two point five percent).

### **6.4 Invoicing Error**

Except as otherwise expressly provided in this Annex, if within sixty (60) days from the issuance of an invoice by GNLM, a Party acquires information proving that there was a invoicing error, said Party shall communicate such circumstances to the other Party, indicating the adjustments to the amount to be paid and the Party that shall pay accordingly. The other Party shall have a period of twenty (20) days to inform its acceptance or rejection of such adjustments. If accepted, GNLM shall send the Client a credit or debit note accordingly. If rejected, a dispute shall be presumed to exist between the Parties concerning the proposed adjustment, which shall be resolved as stated in Annex F.

### **6.5 Payment of amounts owed by GNLM**

If GNLM owes Client any amount of money under the Agreement, Client shall deliver GNLM a collection document indicating the amount due and any relevant information. GNLM shall pay within fourteen (14) calendar days as of the date of delivery of the aforementioned collection document, unless GNLM, within the same aforementioned period, informs Client that it disagrees with the amount charged by Client. Should GNLM disagree with the above, such dispute shall be resolved as provided in Annex F.

### **6.6 Invoicing disputes**

Each Party shall have the right to contest an invoice, credit note or debit note issued by the other Party by sending a notice of disagreement within twelve (12) months following receipt of said invoice, credit note or debit note, indicating the reasons for the disagreement. It is left on record that such disagreement shall not release the defaulting Party from making such payment within the period as set forth in this Agreement, as stated in section 6.2 above.

In the absence of said notice of disagreement, such invoices, credit notes or debit notes shall be considered correct, final and accepted by the Party paying the respective invoice, credit note or debit note. If an agreement is not reached within thirty (30) days following the date

on which the notice of disagreement is received, the Parties shall be subject to the provisions contained in Annex F for purposes of solving said Dispute.

Any payments to be made under a ruling, agreement or arbitration to settle or resolve a Dispute under the Annex F shall be made within thirty (30) Business Days as of the date on which the Parties have been notified of said final and enforceable ruling, agreement or arbitration.

#### **6.7 Improvement of the invoicing and payment process**

The Parties shall agree that this Agreement regulates the procedures for invoicing and payment. However, either party may propose improvements or upgrades to this article, which will be reviewed by the other Party and, if accepted, incorporated by an amendment to this contract.

### **ARTICLE 7 DUTIES, TAXES AND OTHER GOVERNMENTAL CHARGES**

Each Party shall be responsible for the respective Taxes it is obligated to pay under applicable Law in relation to this Agreement. If any Governmental Authority requires Client or GNLM to pay Taxes for which the other Party is responsible, the Party responsible for such Taxes shall promptly reimburse the other Party for such Taxes. The Party being entitled to an exemption from any such Taxes or charges shall furnish the other Party any necessary documentation thereof.

### **ARTICLE 8 INSURANCES**

#### **8.1 GNLM's Insurance**

GNLM shall be responsible, during the Term, for contracting, paying for and maintaining insurance policies for the Terminal or for the activities described in this Agreement as required by applicable Law; and against risks and for coverage amounts that a Reasonable and Prudent Operator of a shared use LNG receiving and regasifying terminal would obtain taking into consideration the risks and obligations assumed by GNLM under this Agreement, being available under commercially reasonable terms and conditions. GNLM shall contract such insurance policies from an insurer or insurers with a good reputation and recognized solvency, evidencing adequate financial reserves. Any insurance policy required pursuant to this Section 8.1 shall include Client as an additional insured and contain a standard endorsement waiving subrogation against Client. As requested by Client, shall provide Client with satisfactory evidence that the insurance policies as required under this Section 8.1 are in force. GNLM shall contract the following insurance policies:

- (a) Broad Civil Liability Insurance / Liability Insurance for Marine Terminal Operators (including liability for environmental damage) in the amount of at least US\$ 100,000,000 (one hundred million Dollars);
- (b) Insurance against all risks to property: the respective policy shall cover the assets comprising the Terminal. Said policy's general indemnity limit will be USD 500,000,000 (five hundred million US dollars), having a sub-limit relating to earthquake and/or tsunami in the amount of USD 350,000,000 (three hundred fifty million US dollars) shared with the assets of ENGIE in Latin America. However, the deductible applied to the mentioned policy in this letter (b) will not surpass those as indicated below USD 7,500,000 (seven million five hundred thousand US dollars) for physical damage caused by earthquake and/or tsunami; USD 1,000,000 (one million US dollars) for other natural dangers, and USD 500,000 (five hundred thousand US dollars) for other risks, and sixty (60) days for loss of profit.
- (c) Physical damage Insurance covering loss of or damage to Client's Inventory.
- (d) The insurance policies this Section 8.1 refers to shall be renewed each time the respective limits are used up, and contain a provision whereby Client shall be informed via a 30-day written notice, of any cancellation, relevant change or alteration of coverage.

## **8.2 Client's Insurance**

Client shall be responsible, during the Term, for taking out, paying for and maintaining the insurance policies indicated below, and being reasonable, necessary and available under reasonable commercial terms against said other risks and for coverage amounts as a reasonable and prudent LNG owner would subscribe. Client shall subscribe these insurance policies with an insurer or insurers with good reputation and recognized solvency evidencing adequate financial reserves. When requested by GNLM, Client shall provide GNLM with satisfactory evidence that the insurance policies required under this Section 8.2 are in effect. Among others as indicated above, Client shall take out the following insurance policies:

- (a) LNG Vessel Insurance. Client shall ensure that insurance policies are contracted and maintained by the Transporter for each LNG Vessel and in accordance with the following provisions. In all cases, such insurance policy shall establish insurance coverage consistent with insurance standards which a reputable ship-owner operating LNG Vessels, and a reputable charterer or cargo owner utilizing LNG Vessels, by acting as a Reasonable and Prudent Operator, would observe in insuring LNG Vessels and LNG Cargos of a similar type, size, age and trade as such LNG Vessel. This insurance policy shall include a standard endorsement waiving subrogation against GNLM. In this regard, Client shall ensure that the Transporter contracts and maintains:
  - (i) Hull and Machinery Insurance policy and other coverage with reputable marine insurers.

(ii) Protection & Indemnity Insurance (“P&I Insurance”) for the maximum available limit, subject to and on the basis of the rules of any of the International Groups of P&I Clubs. Each LNG Vessel shall enter as a member of the International Group of P&I Clubs.

(iii) Charterer’s Legal Liability Insurance Policy –Client shall procure or ensure that all LNG Vessels arriving at the Terminal have signed a Charterer’s Legal Liability policy through an International Group, in the amount of US\$ 150,000,000 (one hundred and fifty million Dollars).

(iv) P&I Insurance policy for LNG Vessel Owners and any Charterer’s Legal Liability Insurance policy shall prevail with respect to the liability arising from the use of LNG Vessels.

(d) Evidence of Insurance. Prior to the commencement of deliveries to the Terminal Client shall furnish the following evidence of insurance to GNLM in relation to each LNG Vessel: cover notes, certificates of entry, the latest rules of the particular provider, and detailed written information concerning all required insurance policies. These policies, with the exception of P&I insurance, shall contain a provision whereby Client shall inform GNLM via a thirty (30)-day notice, of any cancellation, material change or alteration in coverage, and shall also contain a waiver of subrogation clause against GNLM. Receipt of such information shall not impose any obligation or liability on GNLM.

### **8.3 Port Liability Agreement**

Client shall cause each Transporter of a LNG Vessel delivering LNG to or from the Terminal for or on behalf of Client to execute a Port Liability Agreement substantially in the terms provided in Annex K, prior to the arrival at Mejillones bay of the LNG Vessel intending to unload at the Terminal. For purposes of this Agreement, “Transporter” shall mean a charterer operating, supplying and sailing the LNG vessel at its own cost, or by its own means. “Transportation Company” will, then, include a bareboat charter, in its “*demise*” and “*barefoot*” versions, but it will not include charterers by time or by trip.

In the event that any Transporter fails to execute such Port Liability Agreement prior to the relevant LNG Vessel’s first arrival at Mejillones bay or at the Terminal, or should such Port Liability Agreement be executed and said Transporter fails to perform its obligations under the Port Liability Agreement, Client shall indemnify, defend and hold GNLM, and its directors, employees and shareholders harmless against any Liability arising from or relating to a Marine Incident for which the LNG Vessel Interests are responsible. Before any LNG Vessel that has not subscribed a Port Liability Agreement enters Mejillones Bay, Client shall prove, to GNLM’s satisfaction, a financial security that is valid with respect to said Liability.

## **ARTICLE 9 LIABILITIES**

### **9.1 Each Party’s Liability to Third Parties**

(a) GNLM shall be responsible for and shall assume the obligation to defend and hold Client and its Affiliates, its directors and employees harmless against all complaints, claims, or actions started by third parties (including complaints, claims or actions started by Other Clients) arising from any loss or damage suffered by such third parties as a result of any negligent act or omission attributed to GNLM. This obligation shall extend to the payment of reasonable attorney's fees.

(b) Except for losses or damages caused by a LNG Vessel hired by Client, which will be subject to the provisions contained in the Port Liability Agreement, Client will be liable for and will assume the obligation to defend and hold harmless GNLM and its Affiliates, and its directors and employees, against any complaints, claims or actions filed by third parties (including complaints, claims or actions exercised by Other Clients) arisen from any loss or damage suffered by such third parties as a result of any negligent act or omission attributed to Client. This obligation will extend to the payment of reasonable attorney's fees.

## 9.2 Limit of Liability

(a) Except as expressly provided otherwise in this Agreement, the liability of either Party to the other Party arising from its infringement of its obligations under this Agreement shall not exceed a maximum amount equal to the Limit of Liability; with the understanding that the Limit of Liability will not be applicable to the Liabilities in the following cases:

(i) those caused by Gross Negligence or Willful Misconduct of a Party, for purposes hereof, "**Gross Negligence**" or "**Willful Misconduct**" will have the meaning as assigned thereto by article 44 of the Chilean Civil Code;

(ii) Client's obligation to pay for the Price of Services; and

(iii) The payments established in Section 9.1 (Third Parties' complaints) and in Article 11 (Termination)

(b) Limit of Liability of GNLM: the limit of GNLM's liability shall be equal to the total Price of Services as determined in Article 5

(c) Limit of Liability of Client: the limit of Client's liability shall be equal to the total Price of Services as determined in Article 5.

## 9.3 Exemption of GNLM's Liability

Notwithstanding what is provided in Section 9.2, GNLM shall not be liable, to the extent that it has acted as a Reasonable and Prudent Operator applying International Standards for

Terminals, to the Client under this Agreement if GNLM does not receive, or does not receive on time, the Contractual Quantity in relation to any Cargo of the Client to the extent that this is due to any of the following reasons:

- (i) Force Majeure affecting the Terminal;
- (ii) Permitted Scheduled Maintenance, Major Maintenance; non-availability due to expansions of the Terminal or facilities thereof;
- (iii) Events attributed to Client, such as non-delivery of LNG as scheduled by Client;
- (iv) Events attributed to an LNG Vessel.
- (v) Interruption or other loss of power supply at Terminal for reasons not attributed to GNLM;
- (vi) The restriction or temporary interruption of the Services, either fully or partially, at any time, in order to protect both people and assets, including the Terminal, against any loss or damage resulting from safety or health conditions as long as they are not due to GNLM failure to act as a Reasonable and Prudent Operator; and
- (vii) Events of illegal strikes, including those related to GNLM personnel totally or partially affecting the operation of the Terminal.

#### **9.4 Consequential Loss or Damage, Loss of Profit, Unexpected Damages and Moral Damage**

Notwithstanding any other provision in this Agreement to the contrary, no Party shall be liable to the other Party for or in connection with:

- (a) Any indirect losses or damages (including consequential and punitive damages), that is, which are not a direct consequence of the infringement of an obligation assumed by any of the Parties under this Agreement;
- (b) Loss of profit or business interruption (except Moratory Interest Rate);
- (c) Any incidental damages, except in situations involving fraud or gross negligence; or
- (d) any moral damage,

suffered by the other Party resulting from a breach or an infringement of this Agreement or the infringement of any representation or warranty hereunder, and whether such damages are claimed under breach of warranty, breach of contract, tort, or other theory or cause of action. The provision in this Section 9.4 does not apply to complaints from third parties subject to indemnity, as provided in Section 9.1.

## **9.5 Parties' Liability**

Except as otherwise expressly provided herein, (i) Client's sole recourse and remedy under this Agreement for a breach hereof or a default hereunder shall be against GNLM and its assets and (ii) GNLM's sole recourse and remedy under this Agreement shall be against Client and its assets for a breach hereof or a default hereunder. In the event of a breach of this Agreement, the Parties shall exercise Reasonable Efforts to mitigate resulting damages.

## **ARTICLE 10 FORCE MAJEURE**

### **10.1 Events of Force Majeure**

Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any delay or failure in performance hereunder if and to the extent such delay or failure is a result of Force Majeure. The term "Force Majeure" shall bear the meaning established in Article 45 of the Chilean Civil Code.

### **10.2 Consequences of Force Majeure**

(a) Exoneration. Except as established in this Agreement and by the obligations of payment of sums of money as established under this Agreement, the Party affected by Force Majeure (the "Affected Party") shall be exonerated from responsibility for the non-fulfillment or delay in fulfilling its obligations under this Agreement resulting from Force Majeure.

(b) Non-Extension of the Term. The Term of this Agreement will not be extended due to Events of Force Majeure.

(c) Notification. The Affected Party shall notify the other, as promptly as possible, of the event of Force Majeure, of the cause, effects, and estimated time for re-establishment of its respective operations. Thereafter, as promptly as possible, the Affected Party shall notify the other Party of (i) the particulars of the program to be implemented to resume normal performance hereunder, (ii) the anticipated portion of the Services that will not be provided or utilized as a result of the event Force Majeure, and (iii) the Services that GNLM reasonably expects to allocate to Client. All notices issued under this Section 10.2 (c) shall be periodically updated as additional information on the subjects covered by the notices becomes available to the notifying Party.

(d) Mitigation. The Affected Party shall have the obligation to make Reasonable Efforts to mitigate and remedy, in a diligent manner, the effects of the event of Force Majeure affecting it, in order to re-establish operations as quickly as possible, but neither of the Parties will be obligated to settle any labor dispute except in its own absolute discretion.

(e) Reconstruction. Notwithstanding what is provided in Section 10.2 (d), in the event of either total or partial physical destruction of the Terminal due to an event of Force Majeure

occurring during the validity of this Agreement, GNLM will not be obligated to reconstruct or repair the Terminal.

## **ARTICLE 11 TERMINATION**

### **11.1 Grounds for Early Termination**

(a) Termination by Client. The Client may terminate this Agreement early pursuant to the provisions of this Article 11, only if:

(i) GNLM suffers an Event of Insolvency. As used in this Article 11, an “**Event of Insolvency**” means, with respect to either Party: (y) the issuance of a decree, order, resolution or judgment declaring the Party to be insolvent or bankrupt; the filing of a lawsuit, complaint or petition seeking bankruptcy, reorganization, agreement (judicial or extrajudicial), cessation of payments, appointment of a receiver or intervener or liquidator that affects that Party or a substantial part of its assets, or that orders its dissolution or liquidation of its assets, or an assignment for the benefit of creditors, or imposes an injunction or attachment of the same, and that situation remains in effect for a period of sixty (60) consecutive days; or (z) commencement by the Party of voluntary proceedings for bankruptcy, dissolution, liquidation, judicial or extrajudicial agreement or other analogous proceedings.

(ii) An event of Force Majeure occurs that interrupts or suspends the operation of the Terminal. For the effects of this Section 11.1(a)(ii), the period of time during which GNLM carries out the reconstruction or repair of the Terminal will not be taken into consideration, pursuant to that established in Section 10.2(e). Until a termination of this Agreement under this Section 11.1(a)(ii), becomes effective, the remaining provisions of Article 10 shall apply.

(iii) Except as provided above in Section 11.1(a) (i), if there is a default by GNLM (imputable to GNLM) regarding any Important Obligation and such default (a) is not remedied within a period of sixty (60) days from the date the Client gives GNLM notice of such default, or (b) if GNLM fails to initiate good faith efforts to remedy the default within that period of sixty (60) days, it is impossible to remedy such default within the mentioned period.

(b) Termination or Suspension by GNLM. GNLM may terminate the Services early or suspend them, pursuant to the other provisions of this Article 11, only if:

(i) Client incurs in default or delays in the payment of any GNLM invoice for over thirty (30) days, and this default is not remedied within thirty (30) days after GNLM gives notice of such default or delay.

- (ii) Client suffers an Event of Insolvency.
  - (iii) Except as otherwise established in Section 11.1(b)(i), by the default (imputable to the Client) of any Material Obligation of the Client (a) if it is not remedied within sixty (60) days after the date GNLM gives the Client notice thereof, or (b) if Client has not started to make good faith efforts to remedy the default within such sixty (60) day period it is impossible to correct such default in that period.
  - (iv) If an event of Force Majeure occurs that affects GNLM that discontinues or suspends, or if this is foreseen, for a continuous period in excess of twenty-four (24) months and impedes GNLM from fulfilling its obligations under this Agreement. Until a termination under this Section 11.1(b) (iv) becomes effective, the provisions of Article 10 shall apply
- (c) Notice. GNLM or the Client, as applicable, shall give written notice of its exercise of any right under this Article 11 to the other Party.
- (d) Remedy. The effective date of termination under this section 10.1 will be contained in the termination notice issued under the terms of Section 10.1 (c). Said date may not be prior to thirty (30) days after the date of the notice. In any case, the Party giving the termination notice may not terminate this Agreement if the circumstances giving rise to such termination have been fully remedied or have ceased to apply.

## **11.2 Consequences of Termination**

- (a) In the event of termination of this Agreement as a result of Sections 10.1(a) (i), (ii) or (iii), GNLM shall, as a sole recourse, pay the Client a sum equal to the documented damages and losses incurred by the Client as a consequence of that termination.
- (b) In the event of a termination of this Agreement under Sections 11.1(b) (i), (ii), and (iii), the Client shall, as the only remedy, pay GNLM an amount equal to the documented losses and damages incurred by GNLM as a result of the termination.
- (c) Any termination of this Agreement under this Article 11 shall be effective without the need for any judicial declaration.

## **ARTICLE 12 APPLICABLE LAW AND DISPUTE RESOLUTION**

### **12.1 Law and Language**

This Agreement shall be governed by the laws of the Republic of Chile, exclusive of any laws and principles of conflict of law that could require the application of any other law. The language of the Agreement is English.

## **12.2 Dispute Resolution**

Disputes shall be resolved in accordance with the procedures contained in Annex F

## **ARTICLE 13 CONFIDENTIALITY**

### **13.1 Confidentiality Obligation**

For any period of time during this Agreement and for the period of three (3) years following the expiration or termination thereof, the terms and conditions of this Agreement and the confidential or proprietary information contained in, or delivered in connection with, this Agreement that become known by one Party through the other Party, may not be used or communicated to Persons (other than the Parties) without the mutual written agreement of the other Party, unless otherwise established in this Agreement. However, either Party shall have the right to disclose such information or documents without obtaining the other Party's prior consent in any of the situations described below:

- (a) to managers, employees, accountants, other professional consultants or underwriters, provided such disclosure is solely to assist the purpose for which the aforesaid were so engaged and further provided that such Persons agree in writing to hold such information or documents under terms of confidentiality equivalent to this Section 13.1, and for the benefit of the Parties;
- (b) to Lenders and other providers or prospective providers of financing to GNLM in relation to the Terminal, provided that such Persons agree in writing to hold such information or documents confidential, and for the benefit of the Parties, for a period of at least three (3) years;
- (c) to bona fide prospective purchasers of all or a part of a Party's or its Affiliate's business, provided that such Persons agree in writing to hold such information or documents under terms of confidentiality equivalent to this Section 13.1, and for the benefit of the Parties;
- (d) To legal counsel, provided such disclosure is solely to assist the purpose for which the aforesaid were so retained;
- (e) if required by any court of law or any Law, rule, or regulation, or if requested by a Governmental Authority having or asserting jurisdiction over a Party and having or asserting authority to require such disclosure, or pursuant to the rules of any recognized stock exchange or agency established in connection therewith;
- (f) to its Affiliates, shareholders and partners, or the Affiliates of its shareholders and partners, provided that such recipient entity has a bona fide business need for such

information and agrees in writing to hold such information or documents under terms of confidentiality equivalent to this Section 13.1;

- (g) to any Governmental Authorities to the extent that such disclosure assists GNLM and the Client in obtaining Approvals;
- (h) to experts, in connection with the resolution of a Technical Dispute or to an arbitration court in connection with the resolution of any Dispute under Section 12.2;
- (i) to the extent that any such information or documents have become public knowledge other than through the fault or negligence of the Party making the disclosure;
- (j) by GNLM to Other Clients and prospective Other Clients of the Annexes to this Agreement (but not the Base Agreement) for the effects of fulfilling GNLM obligations to those People or for the purpose of negotiating agreements with those People.

Notwithstanding the foregoing, the Parties acknowledge and agree that certain providers of financing as well as shareholders and partners may disclose this Agreement and information or documents to be disclosed pursuant to this Section 13.1 if so required by any court of law or any Law, rule, or regulation, or if so requested by a Governmental Authority having or asserting jurisdiction over such Persons and having or asserting authority to require such disclosure in accordance with that authority, or pursuant to the rules of any recognized stock exchange or agency established in connection therewith.

## **ARTICLE 14 REPRESENTATIONS AND WARRANTIES**

### **14.1 Representations and Warranties by Client**

Beginning on the Execution Date and until the expiration or termination of all of the Client's obligations under this Agreement, the Client represents, undertakes and warrants that:

- (a) Client is and shall remain duly incorporated and in good standing under the laws of the [✱] and is duly qualified to do business in the Republic of Chile;
- (b) Client has the requisite attributes, power and legal authority to execute and deliver and fulfill its obligations under this Agreement;
- (c) Client has not incurred any liability to any financial advisor, broker or agent for any financial advisory, brokerage, intermediary or similar fee or commission in connection with the transactions contemplated by this Agreement for which GNLM or any of its Affiliates could be liable; and
- (d) Neither the execution nor performance of this Agreement violates or will violate, results or will result in a breach of or constitutes or will constitute a default

under any provision of the Client by-laws, or of any law, judgment, order, decree, rule or regulation of any court, administrative agency or other entity of any Governmental Authority or of any other material agreement or instrument to which Client is a party.

(e) Client must keep a guarantee in favor of GNLM to warrant the complete and full compliance with its obligations under this Agreement. This guarantee will remain in effect from the Execution Date and throughout this Agreement, which may consist, at the exclusive choice of the Client, of one of the following alternatives pursuant to the terms and conditions indicated below:

- (i) Through delivery by the Client to GNLM of a letter of credit, to the satisfaction of GNLM, for a sum equivalent to the Price of the Services that Client must pay (the “Client’s Letter of Credit”), which shall be issued by a well-known and solvent bank that has a rating that is acceptable to GNLM
- (ii) Through delivery by the Client to GNLM of a sworn statement by its General Manager that the Customer has an international credit rating from Standard and Poor’s of at least BB or a credit rating from Fitch Ratings of at least BB, or a credit rating from Moody’s Investor of at least Ba2, or a credit rating from Feller Rate of at least BB, a statement that should include all the documents that accredit the credit rating declared to the full satisfaction of GNLM
- (iii) Through delivery by the Client to GNLM of a Safety Bond, to the satisfaction of GNLM, for a sum equivalent to the Price of the Services that Client must pay (the “Client’s Safety Bond”), which shall be issued by a well-known and solvent insurance company that has a rating that is acceptable to GNLM
- (iv) If Client is unable to provide a proof of a guarantee that satisfies the conditions a stated in (i), (ii) or (iii), Client shall be able to provide a Parent Company Guarantee that satisfies these same conditions stated in the section 14.1 (e).

## **14.2 Representations and Warranties of GNLM**

Beginning on the Execution Date and until the expiration or termination of all of GNLM’s obligations under this Agreement, GNLM represents, undertakes and warrants that:

- (a) GNLM is and shall remain duly incorporated and in good standing under the laws of the Republic of Chile and is duly qualified to do business in the Republic of Chile;
- (b) GNLM has the requisite attributes, power and legal authority to execute and deliver and fulfill its obligations under this Agreement;

(c) GNLM has not incurred any liability to any financial advisor, broker or agent for any financial advisory, brokerage, intermediary or similar fee or commission in connection with the transactions contemplated by this Agreement for which the Client or any of its Affiliates could be liable; and

(d) Neither the execution, execution nor performance of this Agreement violates or will violate, results or will result in a breach of or constitutes or will constitute a default under any provision of GNLM's by-laws, or of any law, judgment, order, decree, rule or regulation of any court, administrative agency or other entity of any Governmental Authority or of any other material agreement or instrument to which GNLM is a party.

## **ARTICLE 15 NOTICES**

Except as otherwise specifically established, all notices between the Parties in relation to this Agreement shall be written in English and shall be understood to be effective when delivered to the intended recipient at the address provided below for the Party. Each Party shall have the right to change its address at any time and to request that copies of all such notices be directed to another Person at another address, by giving notice thereof to the other Party at least five (5) Business Days in advance. The foregoing notwithstanding, notices regarding LNG Vessels sent from LNG Vessels at sea may be given by radio and in English.

### **Sociedad GNL Mejillones S.A.**

Address: 3721 Apoquindo Av., 20<sup>th</sup> floor, Las Condes, Santiago.

For the attention of: General Manager.

Fax:(562)23538802.

Tel:(562)23538800.

[\_\_\_\_\_]

Address: [\_\_\_\_\_].

For the attention of: [\_\_\_\_\_].

Fax: [\_\_\_\_\_]

Tel: [\_\_\_\_\_]

## **ARTICLE 16 MISCELLANEOUS**

### **16.1 Amendments**

This Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by GNLM and Client.

## **16.2 Approvals**

Each Party shall make Reasonable Efforts to maintain in force all Approvals necessary for its performance under this Agreement. Client and GNLM shall cooperate fully with each other wherever necessary for this purpose.

## **16.3 Successors and Assignees**

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assignees of the Parties.

## **16.4 Waiver**

Unless otherwise expressly established in this Agreement, no failure to exercise or delay in exercising any right or remedy arising from this Agreement shall operate or be construed as a waiver of such right or remedy. Performance of any condition or obligation to be performed hereunder shall not be deemed to have been waived or postponed except by an instrument in writing signed by the Party who is claimed to have granted such waiver or postponement. No waiver by either Party shall operate or be construed as a waiver in respect of any omission or breach not expressly identified by such written notice, whether of a similar or different character, and whether occurring before or after that waiver.

## **16.5 Rules of Interpretation**

(a) Draft. Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

(b) Priority. For all purposes of this Agreement, the Annexes hereto are an integral part hereof. In the event of a conflict between the terms of this Agreement, excluding the Annexes (the "Base Agreement") and the terms of any Annex, then the terms of the Base Agreement shall prevail.

In the event that any conflict arises between this Agreement and the Terminal Operations Manual, this Agreement shall take precedence.

## **16.6 Survival of Rights**

Any termination or expiration of this Agreement shall be without prejudice to any rights, remedies, obligations and liabilities which may have accrued prior to the actual date of such termination or expiration to a Party pursuant to this Agreement or otherwise under applicable Law. All rights or remedies which may have accrued to the benefit of either Party (or any of this Agreement's provisions necessary for the exercise of such accrued rights or remedies) prior to the termination or expiration of this Agreement shall survive such termination or

expiration. Furthermore, the provisions of Article 6 (“Invoicing and Payment”), Article 9 (“Liabilities”), Article 12 (“Applicable Law and Dispute Resolution”), Article 13 (“Confidentiality”), Article 15 (“Notices”) and Article 16 (“Miscellaneous”), shall survive the termination or expiration of this Agreement.

#### **16.7 Rights and Remedies**

Except where this Agreement expressly provides otherwise, the rights and remedies contained in this Agreement are cumulative and shall not exclude any rights and remedies provided by Law

#### **16.8 Disclaimer of Agency**

The rights, duties, obligations and liabilities of the Parties under this Agreement shall be individual and not joint. It is not the intention of the Parties to create, nor shall this Agreement be deemed or construed to create, nor shall the Parties report for any purpose any transaction occurring pursuant to this Agreement as, (a) a partnership, joint venture or other association or a trust, nor a fiduciary relationship, or a trust, nor (b) a lease or sales transaction with respect to any portion of the Terminal. This Agreement shall not be deemed or construed to authorize any Party to act as an agent, servant or employee for the other Party for any purpose whatsoever except as explicitly set forth in this Agreement. In their relations with each other under this Agreement, the Parties shall not be considered fiduciaries.

#### **16.9 Severance of Invalid Provisions**

If and for so long as any provision of this Agreement shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

#### **16.10 Compliance with Laws**

In the performance of their respective obligations under this Agreement, each Party agrees to comply with all applicable laws, statutes, rules, regulations, judgments, decrees, injunctions, writs and orders, and all interpretations thereof, of all Governmental Authorities having jurisdiction over such Party.

#### **16.11 Non-Discrimination**

GNLM shall not discriminate in an arbitrary way in favor of its own interests or its Affiliates to the detriment of the interests of Client in relation to obtaining services from the Terminal.

In no event shall (a) any of GNLM’s partners or Affiliates of any kind be restricted from becoming one of the Other Clients during the Term hereof; or (b) any partner, shareholder, member, or other equity owner of GNLM be restricted from becoming one of the Other

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

Clients during the Term hereof. The Parties and their Affiliates are free to engage or invest (directly or indirectly) in any activities or businesses that carry out similar business activities or business activities that compete with the activities included under this Agreement, without having any obligation to offer any interest in such business activities to the other Party.

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### **16.12 Business Ethics.**

Client hereby declares that has been duly informed about the commitments made by GNLM regarding ethics, environmental and social responsibility, set forth in the GNLM Ethics Code, which Client commits to comply and respect during the validity of this Agreement.

In addition, Client represents and warrants that, for a period of 6 years immediately preceding the execution of this Contract, has complied with the rules of related to the protection of human rights that are applicable under international and national law and in particular:

- i) Prohibition of (a) the use of underage workers for the execution of works and any other form of forced or compulsory labor, and; (b) the execution of any kind of discrimination towards suppliers or subcontractors;
- ii) Embargoes, drugs, weapons trading, and terrorism;
- iii) Licenses and trade, import and export taxes; and
- iv) Workforce, immigration and the prohibition of illegal work.

In connection with the performance of this Agreement, Client agrees to comply on his behalf and on behalf of its suppliers and subcontractors the aforementioned rules. Buyer shall be entitled to require Seller evidence of such compliance.

Therefore, any breach from Client of the regulations set forth in this clause will entitle GNLM to suspend or terminate this Agreement without any indemnification or compensation to Client.

### **16.13. Criminal liability of corporations.**

Client hereby declares that is fully aware of the provisions set forth by Law No. 20,393 regarding criminal liability of corporations in connection with offenses related with (i) money laundering, (ii) terrorist financing, and (iii) bribery of foreign or local public officials.

Client agrees to denounce and to inform GNLM the occurrence of any of such acts.

### **16.14. Expenses**

Each Party shall be responsible for and bear all of its own costs and expenses incurred in connection with the preparation and negotiation of this Agreement.

### **16.15 Scope; Prior Agreements**

This Agreement, comprised by these General Conditions and the Particular Conditions, with the Annexes to the latter, constitutes the entire agreement between the Parties relating to the subject matter herein and supersedes and replaces any provisions on the same subject contained in any other agreement between the Parties, whether written or oral, prior to the date of the original Execution Date of this Agreement.

### **16.16 Counterparts**

These General Conditions and their Annexes are signed along with the Particular Conditions, in two (2) counterparts with identical content and date, with one (1) counterpart of the Particular Conditions and General Conditions remaining in the possession of each Party.

### **16.17 Third Party Beneficiaries**

This Agreement shall be binding upon and is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any Person that is not a Party to this Agreement.

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

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

**Sociedad GNL Mejillones S.A.**

**[\*]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

