

El presente archivo y/o documento guarda la característica de información confidencial en términos del artículo 116 de la Ley General de Transparencia y Acceso a la Información Pública y demás disposiciones relativas y aplicables en la materia; así como de secreto industrial en términos de los artículos 82, 85 y 86 BIS 1 de la Ley de la Propiedad Industrial y demás disposiciones relativas y aplicables en la materia.



Based on the above, the Parties agree to the following:

CLAUSES

CLAUSE I - COMMENCEMENT OF THE SERVICE

Service under this Contract commenced on the Initial Date of Service, as specified under Clause V hereof.

CLAUSE II - SERVICE TO BE PROVIDED

Subject to the provisions of this Contract and the General Conditions (*Condiciones Generales*), the Permittee shall Store (*Almacenar*) LNG (*GNL*) received from the User for ultimate delivery as Gas (*Gas*) from the Initial Date of Service, as applicable, until this Contract is terminated pursuant to Clauses V and VII hereof. Such Service (*Servicio*) shall initially be for, but not exceed, a Maximum Storage Quantity (*Cantidad Máxima de Almacenamiento*; “**MSQ**”) [REDACTED] the Permittee's maximum delivery obligation on any Day (*Día*) shall not exceed the lowest of (i) the Maximum Daily Delivery Quantity (*Cantidad Máxima Diaria de Entrega*; “**MDQ**”), (ii) the quantity of Gas that the Permittee has scheduled for delivery to the User in accordance with the General Conditions, or (iii) the User's Available Stored Volume (*Volumen Almacenado Disponible*; “**ASV**”).

CLAUSE III - POINTS OF RECEIPT, POINTS OF DELIVERY AND DELIVERY PRESSURE

3.1 The Permittee shall receive LNG at the Point of Receipt (*Punto de Recepción*) specified in the General Conditions.

3.2 The Permittee shall deliver Gas to the User or for the User's account at the interconnection(s) between the Storage System (*Sistema de Almacenamiento*) and (i) the facilities of the National Gas Pipeline System (*Sistema Nacional de Gasoductos*), and (ii) the facilities of the ___ [REDACTED]



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Plant or the holder of the Natural Gas (*Gas Natural*) transportation permit for the pipeline that provides service to the [REDACTED] Combined Cycle Plant (the “**Points of Delivery**”), both as further defined in the Contract for the Provision of the Service of Supply of Natural Gas from a Liquefied Natural Gas Plant [REDACTED]. Deliveries at the interconnection with the National Gas Pipeline System shall be at a pressure no less than [REDACTED] kg/cm²g ([REDACTED] psig) and no more than [REDACTED] kg/cm²g ([REDACTED] psig). Deliveries at the interconnection for the [REDACTED] Combined Cycle Plant shall be at a pressure no less than [REDACTED] kg/cm²g ([REDACTED] psig) and no more than [REDACTED] kg/cm²g ([REDACTED] psig).

CLAUSE IV -TARIFFS

The User shall pay for Services provided under this Contract, according to the Contractual Tariff (*Tarifa Convencional*) established in Clause 7.1 hereof, as adjusted in accordance with the other provisions in Clause VII of this Contract.

CLAUSE V - EFFECTIVENESS OF THE CONTRACT

This Contract shall remain in effect for an initial term [REDACTED] years commencing on the Initial Date of Service hereunder, unless earlier terminated in accordance with the General Conditions or Clause VII hereof. The Parties acknowledge that the “**Initial Date of Service**” was [REDACTED]

CLAUSE VI - NOTICES

Unless otherwise required by the General Conditions, notices, requests or requirements (“**Notice**”) made between the Parties shall be in writing and through the delivery to the addressees in person, via courier, electronically or by telefax. The Notices from the User to the Permittee shall be addressed to the domicile and fax number indicated in the General Conditions. For the purposes of the Notices from the Permittee to the User, the latter indicates as its domicile, fax number and e-mail address the following:

[REDACTED]

The Notices shall be considered delivered to the addressee as set forth in the General Conditions. Each Party shall notify the other of any change of address for the purposes of this Contract.

CLAUSE VII – MISCELLANEOUS SPECIAL CONDITIONS

7.1 Contractual Tariff

- (a) The Contractual Tariff for Service provided by the Permittee under this Contract shall be invoiced and paid in [REDACTED] in accordance with the written instructions of the Permittee. Any payment corresponding to applicable taxes [REDACTED] shall be paid to a bank account in [REDACTED]

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- (b) Subject to adjustment pursuant to paragraph (c) below, the Capacity Charge (*Cargo por Capacidad*) shall be █\$█ per Gcal per day and the Usage Charge (*Cargo por Uso*) shall be as set out in the List of Tariffs (*Lista de Tarifas*) approved by the CRE, as may be modified from time to time.
- (c) If the User reduces its MSQ pursuant to Clause 7.4(a) then the Capacity Charge payable by the User on the reduced MSQ shall be as set out in the List of Tariffs from time to time for the remaining term of the Contract.
- (d) Pursuant to Section 11.5 of the Directive on Prices and Tariffs (*Directiva de Precios y Tarifas*), contracts providing for a Contractual Tariff shall refer to the Tariff (*Tarifa*) that would have been applicable if the services were not rendered under a Contractual Tariff. The Parties agree, that the Tariff corresponding to the Capacity Charge that would have been applicable had the Parties not agreed to a Contractual Tariff, is the Tariff corresponding to the Capacity Charge regulated and approved by the CRE, as may be modified from time to time.
- (e) The Parties agree that this Contract, once effective, pursuant to Clause 15.6, shall be registered before the CRE, pursuant to Section 11.5, item II, of the Directive on Prices and Tariffs.

7.2 Late Payment by the User

The Parties agree that the User will pay interest on any amounts that are not paid when due under this Contract, for such number of days until payment is made in full. The Parties agree that for all purposes of this Contract and the General Conditions (including Section 26.3 of the General Conditions), interest will be calculated at an annual rate equal to LIBOR plus █ basis points (█).

7.3 Overpayment by the User

The Parties agree that the Permittee will pay interest on any overpayments made by the User under this Contract, for such number of days until repayment is made in full. The Parties agree that for purposes of this Contract and the General Conditions (including Section 26.4 of the General Conditions), interest will be calculated at an annual rate equal to LIBOR plus █ basis points (█).

7.4 Cancellation of Capacity

- (a) Subject to Clause 7.4(c) below, upon written notice from the User to the Permittee, █
█ the User may (a) reduce the MSQ then in effect to any amount, including to zero, provided that any such reductions must be for a minimum of █ Gcal with additional increments of █ Gcal (or, where the User's MSQ is less than █ Gcal, in increments of █ Gcal or such lesser amounts as may be necessary to allow the User to reduce its MSQ to zero) or (b) make permanent some or all of a Clause 7.5 Reduction Quantity that is in effect on the date such notice is given. If the User reduces its MSQ or makes permanent a Clause 7.5 Reduction Quantity under this Clause 7.4(a), the User's Capacity Charge will be adjusted in accordance with Clause 7.1(c).
- (b) A reduction in the MSQ and MDQ pursuant to this Clause 7.4 (jointly, the “**Clause 7.4 Reduction Quantities**”) or a permanent reduction of a Clause 7.5 Reduction Quantity, shall

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become effective as of the end of the [REDACTED] year following the Initial Date of Service, as applicable, or if the [REDACTED] Contract is extended for any reason, on the dates specified in Clause 7.4(c) below. The User's right to reduce the MSQ or make permanent a Clause 7.5 Reduction Quantity shall be without penalty to, or payment from, the User of any kind except for the adjustment of the User's Capacity Charge in accordance with Clause 7.1(c).

- (c) If the term of the [REDACTED] Contract is extended for any reason in accordance with the terms and conditions of the [REDACTED] Contract, then the dates referred to in paragraph (a) and (b) shall be modified to refer to the last day of the [REDACTED] Contract term (as extended) [REDACTED] and the date falling [REDACTED] years after the [REDACTED] End Date.
- (d) Following a reduction pursuant to this Clause 7.4, the User shall have no rights or obligations with respect to the Clause 7.4 Reduction Quantities or the permanent reduction of a Clause 7.5 Reduction Quantity, provided that the User shall not be excused from any obligations arising from such quantities prior to the effective date of the reduction, and provided further that the User must reduce its ASV to a level not exceeding the revised MSQ no later than the effective date of the reduction. Where there is a permanent reduction in the MSQ to zero, then this Contract shall be terminated.

7.5 Reduction of Capacity

- (a) In addition to the User's rights under Clause 7.4 and notwithstanding anything in this Contract to the contrary, the User may upon no less than twelve (12) Months prior written notice given to the Permittee at any time and from time to time, reduce the MSQ then in effect for any period as specified in the notice (the "**Reduction Period**") to any amount, including zero, provided that any such reduction must be for a minimum [REDACTED] Gcal with additional increments of [REDACTED] Gcal (or, where the User's MSQ is less than [REDACTED] Gcal, in increments of [REDACTED] Gcal or such lesser amounts as may be necessary to allow the User to reduce its MSQ to zero) and further provided that the User has paid the Permittee no later than the date the reduction becomes effective an amount [REDACTED] equal to the net present value (the "**NPV**") of the Capacity Charges that would have accrued during the Reduction Period with respect to the quantity by which the MSQ is reduced (the "**Reduction Payment**"). Payments [REDACTED] will be made to an account with a financial institution outside Mexico in accordance with the Permittee's written instructions.
- (b) The Reduction Payment will be exclusive of value added tax and other applicable taxes. If such taxes are payable, such taxes will be calculated and invoiced with the Reduction Payment [REDACTED]
[REDACTED] Payment will be made to a bank account in Mexico in accordance with the Permittee's written instructions.
- (c) Reductions in the MSQ and MDQ pursuant to Clause 7.5 (jointly a "**Clause 7.5 Reduction Quantity**") shall become effective as of the date specified in the User's notice. The User shall have no rights or obligations with respect to the Clause 7.5 Reduction Quantity during the Reduction Period, provided that the User shall not be excused from any obligations arising from the Clause 7.5 Reduction Quantity prior to the effective date of the reduction and provided further that the User must reduce its ASV to a level not exceeding the revised MSQ no later than the effective date of the reduction.

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- (d) During the Reduction Period, the Permittee may, with no obligation to the User, use the Clause 7.5 Reduction Quantity to provide Service to other parties, provided that such Service does not inhibit or otherwise interfere with the Permittee's ability at the conclusion of the Reduction Period to re-dedicate the Clause 7.5 Reduction Quantity to the User. In the event that the Permittee uses the Clause 7.5 Reduction Quantity to provide Service to one (1) or more Additional Users for a consecutive period of at least one (1) year per Additional User, the Permittee shall credit to the User, on an annual basis, an amount equal to a portion of the Reduction Payment received from the User, such portion to be equal to the lesser of (i) █% of the revenues received from such Additional Users calculated in accordance with the principles for the calculation of the Reduction Payment as defined in this Clause 7.5 for such Service for the relevant year and (ii), █ the Reduction Payment received from the User for the relevant year, to the extent such Reduction Payment has not been remitted to the User pursuant to Clause 7.5(g).
- (e) Any Reduction Payment under this Clause 7.5 shall be calculated by reference to the NPV of the Capacity Charges that would have accrued during the Reduction Period with respect to the quantity by which the MSQ is reduced using a discount rate of █% per annum.
- (f) The Permittee shall issue an invoice to the User █ before the reduction becomes effective for the amount of this Reduction Payment setting out details of the Reduction Quantity, the Reduction Period and the NPV calculation. The Permittee shall also provide all supporting documentation reasonably requested by the User in connection with calculation of the Reduction Payment.
- (g) In the event the User exercises its right under Clause 7.4 to make a Clause 7.5 Reduction Quantity permanent, the Permittee shall promptly remit to the User an amount equal to that portion of any Reduction Payment made by the User that is attributable to the period following the date on which the reduction becomes permanent.

7.6 Failure to reduce ASV

- (a) If the User fails to reduce its ASV (i) to a level not exceeding the revised MSQ no later than the effective date of the reduction provided for under Clause 7.4 or 7.5 above or (ii) on termination of the Contract for prolonged Force Majeure pursuant to Clause 7.10(f), then the Permittee may, at its option, take title to and dispose of such LNG free and clear of any lien or adverse claims, in which case the User shall indemnify the Permittee and hold it harmless from all costs, actual damages, and liabilities arising out of the failure of the User to reduce its ASV to the required level or transfer the same, and the disposal of such LNG by the Permittee, including applicable charges under this Contract or the General Conditions. The User waives all rights, if any, that it may have under Applicable Law to limit or interfere with the Permittee's right to take title to LNG under the preceding sentence, including but not limited to any right of first refusal to purchase such LNG.
- (b) The Permittee will use reasonable efforts to sell the LNG acquired pursuant to the preceding paragraph on the most favorable terms. If the Permittee is successful in selling the LNG acquired pursuant to the preceding paragraph, the Permittee shall credit the User any proceeds from the sale of the LNG, minus the expenses incurred by the Permittee in connection with the sale of the LNG. The aforesaid proceeds shall be credited to the User within █ Days of the sale of such LNG.

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7.7 Rescission of [REDACTED] Contract or other gas supply contract

In the event that (i) the [REDACTED] Contract is terminated or rescinded by the User or the [REDACTED] for any reason, other than as a result of a default of the Permittee under this Contract, the General Conditions or Applicable Law or any Act of God or Force Majeure (*Caso Fortuito o Fuerza Mayor*) affecting the Storage System (as considered under Clause 7.10(f)), and/or (ii) any other gas supply contract to which the User is party is terminated or rescinded by the User or the counterparty for any reason, other than as a result of a default of the Permittee under this Contract, the General Conditions or Applicable Law or any Act of God or Force Majeure affecting the Storage System (as considered under Clause 7.10(f)) and, as a direct consequence, the User decides to reduce its MSQ by any amount (the "**Affected Capacity**") up to the maximum capacity required to meet the User's Gas delivery obligations under the [REDACTED] Contract or, as applicable, such other gas supply contract (having used reasonable efforts to assign the Affected Capacity to a third party or to use such Affected Capacity in its business) then the User shall be entitled to reduce its MSQ (with associated reduction in its MDQ) pursuant to Clause 7.5 on giving no less than sixty (60) Days prior written notice to the Permittee. Upon receipt of an invoice from the Permittee pursuant to Clause 7.5(f), the User shall pay the Reduction Payment for the remaining term of the [REDACTED] Contract (as extended pursuant to its terms) or, as applicable, such other gas supply contract, together with any applicable taxes in accordance with Clause 7.5.

7.8 Credit Support

The Parties agree that the User shall guarantee its payment obligations under this Contract, according to the following provisions:

(a) From the date this Contract is effective and until [REDACTED] or earlier maturity date for funding provided by Third Party Lenders, the User will procure that the Permittee is provided with financial guarantees granted by Acceptable Security Providers in the form of Appendix C hereto, to be delivered to the Permittee on or prior to this Contract becoming effective.

For the avoidance of doubt, the Parties further agree that during such period, the provisions of Section 6.3 of the General Conditions shall not apply.

(b) From [REDACTED] or earlier maturity date for funding provided by Third Party Lenders and until the date this Contract expires or is terminated, the User shall be required to procure a guarantee of its payment obligations under this Contract, solely in terms of Section 6.3 of the General Conditions, and only in the case the Permittee determines, as described in such section, that such a guarantee is required. Should the Permittee determine that such guarantee is required, the User shall be entitled to elect to procure the granting of such guarantee by means of: (i) the financial guarantees described in Section 6.3 of the General Conditions; or (ii) an Acceptable Security.

7.9 Assignment

Notwithstanding anything in this Contract to the contrary: (i) the Permittee may assign to, or otherwise create a security interest in favor of, its lenders or their designee, or any other Person providing financing to the Permittee, in the Permittee's rights and interests in, under or pursuant to this Contract and the revenues deriving from any of the rights or assets of the Permittee hereunder, and (ii) the User may assign to, or otherwise create a security interest in favor of, its lenders or their designee, or any other Person

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providing financing to the User, in the User's rights and interests in, under or pursuant to this Contract and the revenues deriving from any of the rights of the User hereunder.

The Parties acknowledge and agree that the creation of any security interest over the Permit (*Permiso*) or the rights stemming therefrom shall be made in compliance with Article 51 of the Natural Gas Regulations (*Reglamento de Gas Natural*). Likewise, the Parties acknowledge and agree that any transfer of the Permit or the System shall be made in compliance with Articles 48 and 49 of the Natural Gas Regulations.

7.10 Force Majeure

The following provisions will be applicable in connection with Act of God or Force Majeure events:

- (a) The Parties agree that for the purposes of Section 28.1 of the General Conditions, the term Act of God or Force Majeure shall include the following acts or events subject to satisfaction of the conditions set out in items (a) through (d) of Section 28.1 of the General Conditions:
 - (i) [REDACTED]
 - (ii) any failure or delay in berthing, unloading or departure of the User's Ships (*Buque del Usuario*) resulting from Adverse Weather Conditions at Altamira Port and/or from any failure or delay by the *Administración Portuaria Integral de Altamira* (the "**API**") in providing or maintaining port infrastructure, facilities and services which it is required to provide pursuant to Applicable Laws and/or under the terms of any agreement or instrument entered into with API by the Permittee (the "**API Contracts**"); and
 - (iii) any human action not attributable to the Party affected by the Act of God or Force Majeure that results or, if threatened may result, in death or serious injury to individuals or serious damages to the Storage System or the ability of the affected Party to render the Services.
- (b) If the Permittee is unable, wholly or in part, to render the Service to the User due to an Act of God or Force Majeure affecting the Permittee and the Storage System (other than a Mexican Government Force Majeure as provided in Section 7.10 (d)), then the User shall be relieved of any payment obligation (save for any amounts and/or fees for any Services rendered up to and including the day that such Act of God or Force Majeure event occurred) under the Contract to the extent and for so long as (i) the User is not receiving all or any part of the Service and (ii), as a result, the User breaches any of its gas supply obligations under [REDACTED] Contract and/or any other gas supply contract that User has with third parties .
- (c) To the extent and for so long as the User is unable to utilize all or part of the Services due to any Act of God or Force Majeure described under paragraph (a)(ii) above or any other Act of God or Force Majeure event relating to the use of any infrastructure, facilities or services in the [REDACTED] (other than the Storage System) and, as a result, the User breaches any of its gas supply obligations under the [REDACTED] Contract , the User's payment obligation under the Contract shall be reduced to the aggregate amount which is reasonably determined by the Permittee (acting in good faith) to be the amount necessary to allow the Permittee to continue paying its Fixed Operating Costs (including but not limited to any lease payments to API under the API Contracts) and

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Principal and Interest payment obligations to Third Party Lenders, provided that the amount payable by the User under this Clause 7.10(c) shall never exceed the Contractual Tariff that would otherwise have been payable. For the avoidance of doubt, the Parties further agree that under this Clause 7.10(c), the Permittee shall not be entitled to receive, and the User shall not be required to pay, any amounts constituting the Permittee's margin or profit.

- (d) To the extent and for so long as the User is unable, wholly or in part, to utilize the contracted Services due to Mexican Government Force Majeure and (i) [REDACTED] the User shall pay the Permittee the Contractual Tariff and the Monthly Capacity Charge; or (ii), [REDACTED] the User's payment obligation under the Contract shall be reduced to the aggregate amount which is reasonably determined by the Permittee (acting in good faith) to be the amount necessary to allow the Permittee to continue paying its Fixed Operating Costs (including but not limited to any lease payments to API under the API Contracts) and Principal and Interest payment obligations to Third Party Lenders but for avoidance of any doubt, the Parties agree that the user shall not be required to pay Permittee any amount constituting the Permittee's margin or profit. If the amount that the User actually receives from [REDACTED] with respect to the period of such Mexican Government Force Majeure [REDACTED] net of User's costs including external collection costs and legal fees exceeds the aggregate amount paid by the User to the Permittee under the preceding sentence of this Clause 7.10(d)(ii) (to be determined on a monthly basis), the User shall share such excess with the Permittee as reasonably determined by the User acting in good faith, provided that the aggregate amount payable by the User under this Clause 7.10(d) shall never exceed the Contractual Tariff plus the Monthly Capacity Charge that would otherwise have been payable with respect to the period of such Mexican Government Force Majeure. For the avoidance of doubt, any dispute between the Parties [REDACTED] shall be resolved pursuant to Section 7.19.
- (e) For purposes of this Clause 7.10:
- (i) the Permittee shall provide User with reasonable information and supporting documentation to evidence the Permittee's Fixed Operating Costs (including any lease payments to API under the API Contracts) and Principal and Interest payment obligations to Third Party Lenders; and
- (ii) the User shall provide the Permittee with reasonable information and supporting documentation to evidence the amount that the User actually receives [REDACTED] during a Mexican Government Force Majeure event [REDACTED]
- (f) If the Permittee or the User is unable to provide or utilize at least [REDACTED] of the contracted Service due to an Act of God or Force Majeure event affecting the Permittee or the User, for a period of more than [REDACTED] consecutive Months or more than [REDACTED] non-consecutive Months then either Party may, upon [REDACTED] Business Days written notice to the other Party, terminate the Contract without further liability other than for amounts accrued and due under the General Conditions or this Contract prior to termination, provided that (i) the User shall promptly reduce its ASV to zero consistent with the Permittee's ability to perform deliveries of the User's ASV in accordance with Clause 7.6 of this Contract and (ii) in case of termination by the User under this Clause 7.10(f) in the event of Mexican Government Force Majeure, the User shall pay to the Permittee an amount which is reasonably determined by the Permittee (acting in good faith) to be the amount necessary to allow the Permittee to repay the sum of all the then remaining outstanding Principal installments, such amount to be payable no later than [REDACTED] Days following receipt by the User of the relevant invoice. For the avoidance of doubt, in no circumstances shall

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the User be obliged to pay more than the sum of all the Principal installments set out in the schedule included in Appendix D, which remain outstanding at the time it makes the payment under this Clause 7.10(f).

- (g) The Parties agree that, to the extent the Permit does not provide that the Conditioning Facilities and the Minimum Send Out Compression Unit are part of the System, the term “System” will be deemed to include such Conditioning Facilities and Minimum Send Out Compression Unit for the purposes of Section 28 of the General Conditions and this Clause 7.10.

7.11 Change in Law

- (a) The Parties hereby agree that if the Permittee incurs greater or lesser costs in connection with the provision of the Services as a result of a Change in Law, provided that the net accumulated value of such variations in costs is greater than ██████\$█████ per Contractual Year (*Año Contractual*), then the User (if the Permittee incurs greater costs) will make such payments in the monthly invoices as are necessary to reimburse such costs (the documentation and justification for the validity of which have been submitted beforehand), and the Permittee (if the Permittee incurs lesser costs) will reduce its invoices accordingly. Such ██████\$█████ amount shall be updated at start of January in each year of the Contract in accordance with the variation of the Consumer Price Index of the United States of America, published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the net accumulated value of such variations in costs is less than ██████\$█████ (or the equivalent updated amount) during any year of the Contract, the amount by which the accumulated variations in cost has increased during such year shall be considered as an initial balance for calculating the net value of the variations in costs corresponding to the following year. Any payments made hereunder in accordance with this Clause shall be payable when the net value of such variations reaches ██████\$█████ (or the equivalent updated amount), provided that increases or decreases that have a recurring effect on a monthly or annual basis shall be reflected in their entirety in the monthly invoices corresponding to the dates such effects take place, and increases triggered by requirements of additional capital investments (such as in the Storage System) shall be reflected in the monthly invoices based on a straight-line amortization of such capital investments and the required return on investment with respect to such additional capital investments taking into account the remaining portion of the service life of the affected assets ██████

- (b) Any such payments shall be made ██████ to an account with a financial institution outside Mexico in accordance with the written instructions of the Permittee or the User, as the case may be. Such payments will be exclusive of value added tax and other applicable taxes. If such taxes are payable, such taxes will be calculated separately ██████

████████████████████ Payment of taxes will be made to a bank account in Mexico in accordance with receiving Party's written instructions. Within ██████ Days following notification from either Party of a Change in Law that increases or decreases the Permittee's costs, the Permittee shall deliver to the User a written estimate of the increase or decrease in the costs resulting from a Change in Law, an analysis of the basis for such proposal, and a calculation of the amount to be reflected in each of the monthly invoices (collectively, the “**Estimated Adjustment**”). The Permittee shall use its best efforts to minimize any increase in costs and to maximize any reduction in costs, as the case may be, resulting from a Change in Law.

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- (c) If the User disagrees with the Estimated Adjustment proposed by the Permittee and, after making a reasonable and good faith effort, the Parties disagree on how to place the Permittee in the economic situation it was in prior to the Change in Law, either Party may, within [REDACTED] Days following the notification of the Change in Law, submit the dispute to arbitration in accordance with the procedures set forth in Clause 7.19. No Change in Law payments shall be made until the resolution of the disagreement, but any payment shall be retroactive, including interest calculated at an annual interest rate equal to LIBOR plus [REDACTED] from the date on which Permittee's costs increased or decreased as a result of the Change in Law.
- (d) Commencing with the Contractual Year in which an Estimated Adjustment has been made, the Permittee shall deliver to the User, within [REDACTED] Days following the end of each subsequent Contractual Year, a report specifying the amount of the increase or decrease in costs caused by the Change in Law (the "**Actual Adjustment Amount**") and containing calculations of the payments which would have been made during such Contractual Year if the Actual Adjustment Amount had been known in advance. If the amount of the adjustment resulting from the Estimated Adjustment is different from the Actual Adjustment Amount, the difference (adjusted to reflect the exchange rate in effect at the time such costs were incurred and the effects of U.S. inflation between the time such costs were incurred and the date of reimbursement, plus interest at the rate set out in the previous paragraph) shall be payable by a credit or debit note issued by the Permittee. The amount payable under any debit or credit note issued by the Permittee shall be paid in Dollars by the User or, as the case may be, the Permittee within [REDACTED] Days of the date of issue of the debit or credit note.
- (e) The Parties may agree to reflect the variations in costs through an appropriate adjustment to the Contractual Tariff rather than through adjustments to monthly invoices as set out above.
- (f) For the purpose of this Clause, "**Change in Law**" means any change to the Applicable Laws in Mexico (including the issuance or promulgation of any Applicable Laws, a change in or rejection or non-renewal of an Applicable Law, a revocation, abrogation or non-renewal or change in the requirements of any Governmental Authorization, or a change in the way of applying or interpreting an Applicable Law, or in the case of an Official Mexican Standard (*Norma Oficial Mexicana*) issued as an emergency standard or published in the Federal Official Gazette, the lack of implementing a definitive Official Mexican Standard in the same terms), occurring at any time after [REDACTED] and during the effective term of this Contract, only to the extent such changes affect the Permittee's and/or the User's performance of this Contract, and meet any of the following requirements: (a) refer to fiscal, customs or environmental issues; or (b) referring to such issues or different ones, they affect its suppliers of LNG and suppliers of Gas; or (c) refer to the regulation of or the design, construction, startup, operation and maintenance, or the provision of the Services in the Storage System; or (d) refer to the marketing, sale or transportation of Gas in Mexico; or (e) labor or occupational safety issues.
- (g) Where there are other FBSS Users who have contracted for FBSS Services at the Storage System then the increase or reduction in costs as a result of a Change in Law under this Clause shall be allocated to the User only in a proportion equal to the ratio of the User's FBSS MSQ and the MSQs of all FBSS Users. If the CRE approves an adjustment to the regulated Tariffs applicable to such Services, then the amount of the increase or reduction in the Contractual Tariff applicable to the User under this Contract will be equivalent (on a pro rata basis) to the adjustment made to the regulated Tariff applicable to all FBSS Users.

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7.12 Additional Permittee Obligations

The Permittee confirms that it has full knowledge of the terms of the international public tender issued by for gas supply from the Storage System and the requirements which the has in relation to the design, construction, operation and maintenance of the Storage System for which the User is assuming responsibility under the terms of the Contract.

The Permittee agrees with the User that:

- (a) the design, construction, testing, commissioning, operation and maintenance of:
 - (i) the Storage System by the Permittee;
 - (ii) the Conditioning Facilities used for gas conditioning (the “**Conditioning Facilities**”), as further described in that certain Contract for the Provision of Gas Conditioning Services; and
 - (iii) the equipment that will be provided by the Permittee to customers of the User and/or the owners and operators of transportation pipelines or other facilities connecting with the Storage System;will in each case comply at all times with the requirements of the Contract, the General Conditions, the International LNG Terminal Standards as applied by a Reasonable and Prudent Operator, and Applicable Law in all material respects;
- (b) it will use reasonable efforts to obtain and maintain all governmental authorizations, rights of way and other property rights necessary to construct, operate and maintain the Storage System and the Conditioning Facilities in compliance with the requirements of the Contract, the General Conditions, the International LNG Terminal Standards as applied by a Reasonable and Prudent Operator, and Applicable Law;
- (c) it will provide in a timely manner copies of all documentation that the User may reasonably request including but not limited to any reports, plans, schedules and permits relating to the construction and operation of the Storage System;
- (d) it will develop, publish, implement and maintain any quality assurance systems and HSSE (Health, Security, Safety and Environment) procedures (including emergency response plans) and carry out any studies required in relation to the operation and maintenance of the Conditioning Facilities and the Storage System;
- (e) it will provide in a timely manner in accordance with the reporting systems established by the User in consultation with the Permittee, or as otherwise may be reasonably requested by the User, all data relating to the operations and maintenance of the Storage System including all information required for measurement and invoicing purposes by the User and/or by operators of facilities to which the Storage System interconnects and/or by customers of the User to whom Gas is delivered from the Storage System, with the understanding that (i) the Permittee will not be required to provide confidential information provided by Additional Users of the Storage System, and (ii) the provision by the Permittee of the relevant information under this paragraph

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shall be deemed consented to by the User and will not constitute a breach of the confidentiality obligations assumed by the Permittee to the User under Section 32 of the General Conditions;

- (f) it will not take any actions or fail to take actions which are likely to result directly in the User being in breach of any of its obligations in relation to the Storage System;
- (g) it will be responsible for the acts or defaults of any of its contractors, subcontractors, agents and employees as if they were acts or defaults of the Permittee;
- (h) it will at all times act as a Reasonable and Prudent Operator in provision of the Services and in the operation of the Conditioning Facilities and the Minimum Send Out Compression Unit; and
- (i) it shall adhere to the standards, codes and norms outlined in the Permit.

7.13 Expert Assessments

7.13.1 Independent Expert Reports

- (a) No more than times every months, the User shall have the right but not the obligation to have an Independent Expert examine the Permittee's operations of the Storage System and the Conditioning Facilities (the "**Expert Assessment**"), which may include HSSE and any and all other operational activities that could have an effect on the overall performance of the Services and the Conditioning Services in accordance with this Contract and the General Conditions.
- (b) The Expert Assessment shall commence with a written notice sent by the User to the Permittee notifying the Permittee of its decision to conduct such Expert Assessment, the scope of such Expert Assessment (the "**Scope of the Assessment**") and the identity of the Independent Expert chosen by the User for such purposes as set forth below in (c) (the "**Notice of Assessment**").
- (c) The User shall designate an independent expert from those listed in Appendix B to this Contract (the "**Independent Expert**"). If the appointed expert does not confirm its acceptance within a term of Business Days from the date of delivery of the notice of appointment or is unwilling or unable to act as independent expert, the User will appoint another expert from those listed in Appendix B. If none of the experts listed in Appendix B accepts its appointment as set forth above, the User will submit to the Permittee a written notice listing three (3) independent experts and the Permittee will within the ten (10) Business Days following the delivery of such notice, select the expert that will conduct the Expert Assessment, provided that if the Permittee fails to make such election, the User will designate such expert.
- (d) Upon request from the Independent Expert, the User and the Permittee shall provide the Independent Expert with the information and documentation in their possession regarding the Scope of the Assessment and the Permittee shall cooperate with and grant the Independent Expert, during normal business hours, access to the Storage System, the Conditioning Facilities, the Permittee's offices and personnel, and to all other information and documentation reasonably necessary to complete the assessment.
- (e) The Independent Expert will endeavor to complete the Expert Assessment within the Days following the date on which it accepted its appointment (the "**Assessment Period**").

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- (f) The Independent Expert will prepare and deliver a written report (the “**Independent Expert Report**”) to the User and the Permittee. The Independent Expert Report will contain the general findings and observations of the Independent Expert in respect of the Scope of the Assessment and must, in any case, include an assessment as to the occurrence of a Material Deficiency.

The Parties shall meet and discuss the findings and conclusions of the Independent Expert and to the extent possible, agree on the actions required to cure the Material Deficiency identified in the Independent Expert Report.

In case the Parties do not reach agreement, the Parties agree that the findings and conclusions contained in the Independent Expert Report will be binding and conclusive in respect of the existence of a Material Deficiency.

- (g) Unless extended by the Parties pursuant to (f) above, within [REDACTED] Business Days from the date the Independent Expert Report is delivered to the User and the Permittee, the Permittee, if a Material Deficiency has been determined to exist, must deliver to the User and the Independent Expert a notice setting out the actions it will undertake to cure such Material Deficiency. In any case, the Permittee will give notice to the User and the Independent Expert of a specific date by which the Material Deficiency will be cured (the “**Completion Date**”), taking into account (i) a reasonable time to secure parts and labor, (ii) any particular characteristics relating to such Material Deficiency or circumstance, (iii) such actions that would be undertaken under such circumstances by a Reasonable and Prudent Operator, and (iv) the seriousness of the Material Deficiency. If the User is not satisfied with the actions and the Completion Date notified by the Permittee to cure the Material Deficiency, the User may request the Independent Expert to determine if the Completion Date and actions proposed by the Permittee are acceptable, and if they are deemed not to be acceptable, then the Independent Expert shall establish the actions required to cure the Material Deficiency and the date for their completion. The Parties agree that the actions and the completion date as determined by the Independent Expert shall be final and binding.
- (h) The Permittee shall have the obligation, at its own cost and expense, to cure the Material Deficiency by the respective dates set forth above. The Permittee shall provide to the User any information and documentation that the User may reasonably request in respect of the cure of the Material Deficiency.
- (i) The costs of each Expert Assessment (including the fees, costs and expenses of the Independent Expert) will be borne by the User.

7.13.2 Failure to Comply with the Independent Expert Report

- (a) If by the Completion Date or by the date set by the Independent Expert as per Clause 7.13.1(g) in the sole opinion of the User the Permittee has failed to cure the Material Deficiency to the User’s satisfaction, or if the Permittee has failed to send the notice provided under Clause 7.13.1(g), then the User shall, by written notice to the Independent Expert and the Permittee, request that the Independent Expert certify the failure to cure (the “**Notice of Cure**”). Within [REDACTED] Business Days from the date of delivery to the Permittee of the Notice of Cure, the Permittee and the User shall present to the Independent Expert all such information and documentation in their possession regarding the Material Deficiency (including their position relating to such events)

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and the Permittee shall cooperate with and grant the Independent Expert, during normal business hours, access to the Storage System, the Conditioning Facilities, the Permittee's offices and personnel, and to all other information and documentation reasonably necessary to complete its review.

- (b) The Independent Expert will have a period of [REDACTED] Business Days to determine whether the Material Deficiency has been cured. Such Independent Expert will deliver a notice to each of the User and the Permittee containing its resolution (the "**Independent Expert Resolution**"). The Parties agree that the findings and conclusions of the Independent Expert contained in the Independent Expert Resolution will be binding and conclusive.

If the Independent Expert in fact determines the failure by the Permittee to cure the Material Deficiency, the User may, at its sole discretion, and in addition to any other remedies available under this Contract, the General Conditions and Applicable Law, deliver a notice to the Permittee stating a default under this Contract has occurred (the "**Notice of Default**").

- (c) If the User delivers a Notice of Default to the Permittee, the User may, from the date of delivery of such Notice of Default and until the Permittee effectively cures such Material Deficiency to the User's satisfaction (the "**Material Deficiency Period**"), refrain from paying to the Permittee any Capacity Charge and Monthly Capacity Charge payable hereunder. During the Material Deficiency Period, the User will:

- (i) pay to the Permittee, as is reasonably determined by the User (acting in good faith and with the cooperation of the Permittee pursuant to Clause 7.13.2(d) below), the operating costs of the Permittee (including, for the avoidance of doubt, any lease payments to API under the API Contracts);
- (ii) pay to the Permittee, as is reasonably determined by the User (acting in good faith and with the cooperation of the Permittee pursuant to Clause 7.13.2(d) below), Interest and Principal payment obligations payable to such Third Party Lenders;
- (iii) pay any costs and expenses, as is reasonably determined by the User (acting in good faith and with the cooperation of the Permittee pursuant to Clause 7.13.2(d) below), which are necessary or convenient to cure the Material Deficiency to any suppliers or contractors retained for these purposes (the "**Cure Costs**");
- (iv) reserve such amounts as may be necessary or convenient to pay future Cure Costs incurred or to be incurred in order to cure the Material Deficiency determined in the Independent Expert Resolution; and
- (v) pay to the Permittee, any amounts payable as Capacity Charge and Monthly Capacity Charge that were not paid or reserved as set forth under subsections (i), (ii), (iii) and (iv) above.

- (d) The Permittee shall cooperate with the User as may be necessary or reasonably requested by the User to implement the payment procedure established above, including providing the necessary information for such implementation.

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- (e) The procedure set forth in Clause 7.13.2(c) does not in any way relieve the Permittee from its obligation to cure the Material Deficiency as identified in the Independent Expert Report and by the User in the Notice of Default.
- (f) Upon cure of the Material Deficiency to the User's satisfaction, the User will resume payments to the Permittee, including in respect to the Capacity Charge and Monthly Capacity Charge as provided in Clause 7.17 and shall pay the Permittee any unused amounts reserved under Clause 7.13.2(c)(iv) above.
- (g) The Permittee hereby releases and agrees to defend, hold harmless and indemnify the User, its directors, officers, employees and contractors, from and against any and all claims in any way arising out of or in connection with the acts or omissions of the User under Clause 7.13.2(c), for which purposes the Permittee waives any and all claims to which it would be entitled against each of such persons under Applicable Law, the General Conditions, this Contract or otherwise, except if such claims are a result of the User's gross negligence or willful misconduct.
- (h) The procedure set forth in Clause 7.13 is in addition and without detriment of any other right or remedy that the User may have under this Contract, the General Conditions and Applicable Law.

7.14 Gas Quality

7.14.1 The User shall be entitled to request that the Permittee imposes quality requirements for LNG being received at the Storage System in addition to the standards established by Applicable Law and the Permittee will use best efforts to accommodate such a request where it is permitted to do so under the General Conditions and Applicable Law.

7.14.2 LNG delivered by the User under this Contract shall, when converted into a gaseous state, comply with either Specification A or B at the Point of Receipt as considered under Table 1.1 below, assuming a send-out of ■■■ MMSCFD or lower.

In the case where the User's expected send-out is higher than ■■■ MMSCFD, Specification A and B as considered under Table 1.1 shall be adjusted in accordance with the SGSI Study titled "Terminal de LNG de Altamira (TLA) LNG Quality Review ■■■", as amended or updated from time to time.

In the case where the User's expected send-out is lower than ■■■ MMSCFD, if the User makes a request to the Permittee, Specification A and B shall be adjusted in accordance with the SGSI Study titled "Terminal de LNG de Altamira (TLA) LNG Quality Review ■■■", as amended or updated from time to time.

7.14.3 The User shall inform the Permittee of the specifications of any LNG to be delivered at the Storage System by the User under this Contract as determined at the point of loading the User's Ship, as well as the conformity of such LNG with Specification A or B at the Point of Receipt when converted into a gaseous state, regardless of the User's expected send-out.

7.14.4 If the Permittee is notified by the User or otherwise becomes aware that the LNG to be received at the Storage System will not comply with Specification B at the Point of Receipt when converted into a gaseous state (the "Off-Spec LNG"), the Permittee may, subject to its further obligations in this Clause 7.14, decline to receive the Full Cargo Lot by giving written notice to the User. If the Permittee does not receive notification by the User of such non-compliance, the Permittee shall in the aforementioned written notice to the User set out the nature of the non-compliance with Specification B. Notwithstanding the foregoing, the Permittee shall endeavor, acting as a Reasonable and Prudent Operator, to receive the Off-

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Spec LNG that the Permittee is entitled to reject. For as long as the Permittee accepts such Off-Spec LNG, any additional costs incurred by the Permittee in the treatment, rejection, acceptance or disposal of such Off-Spec LNG to the extent that such costs have not already been compensated, will be fully compensated by the User.

If, acting as a Reasonable and Prudent Operator, the Permittee is prepared to accept Off-Spec LNG, then the Permittee shall as soon as is reasonably practicable notify the User that the Permittee is prepared to accept such User’s Off-Spec LNG.

7.14.5 In the event that Permittee accepts User’s Off-Spec LNG, in order to meet the Specification B, and in accordance with the provisions of the Contract for the Provision of Gas Conditioning Services, the Permittee shall provide Nitrogen Service to the User (or “**Conditioning Services**”), provided that the quantity of nitrogen required in providing Conditioning Services shall not exceed a combined total of 8.4 MMSCFD, from the Nitrogen Injection Units.

7.14.6 If after commencement of unloading of the User’s LNG, the Permittee becomes aware of the existence of Off-Spec LNG, the Permittee may either (i) accept such Off-Spec LNG, acting as a Reasonable and Prudent Operator, for which any additional costs incurred by the Permittee in the treatment, rejection, acceptance or disposal of such Off-Spec LNG to the extent that such costs have not already been compensated, will be fully compensated by the User, or (ii) reject the Off-Spec LNG (for the avoidance of doubt, any LNG that has already been unloaded prior to rejection by the Permittee shall also be deemed to have been rejected), in which case the User shall compensate, indemnify and hold harmless the Permittee for, against and from all costs incurred by the Permittee in the treatment, rejection, acceptance or disposal of such Off-Spec LNG, including third party claims, to the extent that such costs have not already been compensated.

Table 1.1 Acceptable Arrival LNG Quality Limits Based on [REDACTED] MMSCFD Send-out

Official Mexican Standard on Natural Gas Quality Specifications NOM-001-SECRE-2010 (for information only) (“NOM”)				Specification A	Specification B
CH4	Min	% Vol.	84.00		
O2	Max	% Vol.	0.20		
CO2	Max	% Vol.	3.00		
N2	Max	% Vol.	4.00		
N2 Daily Variation	Max	% Vol.	+/- 1.5		
CO2 + N2	Max	% Vol.	4.00		
C2H6	Max	% Vol.	11.00		
Hydrocarbon Dew Point Temperature	Max	K (°C)	271.15 (-2)		
H2O	Max	mg/m3	110.00		
HHV	Min	MJ/m3	37.30		

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HHV	Max	MJ/m3	43.60		
Wobbe Index	Min	MJ/m3	48.20		
Wobbe Index	Max	MJ/m3	53.20		
Wobbe Index Daily Variation	Max	%	+/- 5		
H2S	Max	mg/m3	6.00		
S	Max	mg/m3	150.00		

Standard Conditions: Absolute pressure 101,325 kPa; Temperature 288.15 K.

Notes:

1. Other NOM (*Norma Oficial Mexicana*) component specifications like oxygen, CO₂, N₂, total inerts, total sulfur, H₂S, hydrocarbon dew point and humidity pose no practical limitation in the case of LNG. Limits for those parameters in Specification A and B are based on the NOM; these specifications are much tighter for the LNG export plant.
2. At minimum send out (■ MMSCFD) with one Nitrogen Injection Unit, the acceptable LNG should have ■% minimum C1 and ■% maximum C2 to comply with the NOM gas specification.
3. At peak send out (■ MMSCFD), the HHV and Wobbe Index of the LNG arriving at the Storage System that can be treated by one Nitrogen Injection Unit should be no more than ■ MJ/m³ and ■ MJ/m³ respectively.
4. At peak send out (■ MMSCFD), the HHV and Wobbe Index of the LNG arriving at the Storage System that can be treated by two Nitrogen Injection Units should be no more than ■ MJ/m³ and ■ MJ/m³ respectively.

7.15 Changes to and/or Additional Points of Delivery

The User may request changes to the Points of Delivery and/or additional Points of Delivery and the Permittee will construct the necessary interconnection pipelines and install the required interconnections with the User's facilities (or the facilities of third parties as requested by the User) and/or systems operated by other permittees provided the requirements of Section 8 of the General Conditions are complied with and the Contractual Tariff for Service provided under this Contract is adjusted as determined by the Permittee, with justification, on a case by case basis to cover the cost of any connection, disconnection or reconnection or other arrangements are agreed between the Parties reasonably satisfactory to the Permittee whereby such costs are paid by the User.

7.16 Timing for Measurement Data

- (a) The Permittee shall provide to the User, within twenty four (24) hours after the completion of unloading of each of the User's Ships, the measurement data relating to the quantity of LNG received by the Permittee in accordance with Section 25.1 of the General Conditions.
- (b) The Permittee and the User agree that the deadline for closing measurement data shall be no later than forty eight (48) hours after the Month of flow.

7.17 Invoicing

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- (a) The Permittee shall present its invoices to the User no later than the [REDACTED] Day (or if such Day is not a Business Day, the preceding Business Day) of each Month for all Services provided the immediately preceding Month.
- (b) The User shall pay the Permittee within [REDACTED] Days after receipt of each invoice.
- (c) Any payments to the Permittee shall be made to such accounts notified by the Permittee to the User as set forth in this Contract or the General Conditions.
- (d) Any payments to the User to be made under this Contract shall be made by the Permittee to a bank account outside of Mexico [REDACTED] or in Mexico [REDACTED] notified in writing by the User [REDACTED]
- (e) In case of any dispute between the Permittee and the User in relation to the amount of an invoice the procedure for the resolution of disputes referred to in Appendix J shall apply.

7.18 The User's Ships

- (a) Each of the User's ships shall be among the ships identified in Appendix A or ships that otherwise meet the specifications set out in Appendix A to this Contract (the "User's Ships"). The User may request the Permittee to accept other ships proposed by the User from time to time which meet the requirements of the General Conditions (such acceptance not to be unreasonably withheld or delayed) and Appendix A shall be amended accordingly. Notwithstanding anything in this Contract, each of the User's Ships must comply with the requirements of Section 11.2 of the General Conditions.
- (b) Subject to paragraph (d), the User shall notify the Permittee of any modification to any of the User's Ships where it has been modified in any manner whatsoever that would render it incompatible with the specifications for interfacing facilities provided by the Permittee. The relevant vessel will cease to be an acceptable User's Ship for the purposes of the Contract.
- (c) If any issue of compatibility between the User's Ships and the Storage System arises during the term of this Contract, the Permittee and the User shall discuss the detailed specifications of User's Ships and the Storage System to help achieve such compatibility.
- (d) In the event that any modification of an User's Ship is required in order to ensure compliance with any laws, regulations or standards in any relevant jurisdiction with which the User's Ship is required to comply, then that vessel shall not cease to be an acceptable User's Ship and the costs of any necessary modification for the User's Ship shall be paid for by the User (or the owner of the User's Ship) not the Permittee. Any modification of the Storage System which is required as a consequence of a modification to a User's Ship contemplated in this paragraph, shall also be paid for by the User (or the owner of the User's Ship) not the Permittee.
- (e) The Permittee agrees that it will not modify the Storage System in any manner which would render it incompatible with any User's Ship that has been accepted by the Permittee under this Contract except as provided in paragraph (f) below.

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- (f) In the event that the Storage System is required to be modified by reason of a Change in Law, then the provisions of Clause 7.11 will apply (unless such modifications are required as a consequence of a modification by the User to any User's Ship or Ships contemplated under paragraph (d) above in which case the provisions of that paragraph will apply). Any modification of a User's Ship which is required, as a consequence of a modification to the Storage System due to a Change in Law, to maintain the compatibility with the Storage System, shall be paid for by the User (or the owner of the User's Ship) not the Permittee.
- (g) The User will verify that all of the User's Ships that will use the Permittee's facilities receive the updated and current version of the document titled "Marine Terminal Guidelines, Procedures and Emergency Response" (code ADM-M-19-E).

7.19 Dispute Resolution

Except as further set forth in this Clause 7.19 or in Appendix J, the Permittee proposes and the User accepts that every dispute arising under this Contract shall be exclusively resolved via arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (the "**Rules**"). The law that applies to the substance shall be the laws of Mexico. The arbitration panel shall consist of three (3) arbitrators, one appointed by the Permittee, one by the User and a third arbitrator that will be the president, appointed by the International Court of Arbitration of the International Chamber of Commerce, pursuant to the Rules. The arbitration shall be in English and shall be held in London, England. The arbitration award shall be final and binding upon the Parties, who waive the right to contest it. The Parties acknowledge the need to register this arbitration procedure at the CRE's public registry for CRE's approval and shall take all steps necessary to effect the registration promptly following execution of this Contract. The Parties agree to cooperate in procuring the registration of this arbitration procedure and the Expert determination procedure described in Appendix J at the CRE's public registry and to take all steps necessary to effect the registration in the registry pursuant to Article 9 of Law of the CRE ("Ley de la Comisión Reguladora de Energía", of 31 October 1995) or such other legislation that may replace or supplement it, promptly following execution of this Contract but in any event within 30 days of the date when this Contract becomes effective. Notwithstanding the foregoing, the User may seek injunctive relief in the courts of Mexico in the event of the Permittee's breach of Clauses 7.12 or 7.13.

7.20 Special Conditions

The Parties acknowledge and agree that the special conditions set out in Clauses VII through XVII of this Contract ("**Special Conditions**") have been agreed in accordance with the provisions of the second paragraph of Section 2 of the General Conditions. Likewise, the Parties acknowledge and agree that the Special Conditions are necessary and desirable to reflect the particular circumstances applicable to the supply of Services to the User including (a) the fact that the User entered into the Original Agreement before construction of the Storage System commenced; (b) the fact that the long-term commitment of the User to take Services and to pay the corresponding Contractual Tariff has facilitated the construction of the Storage System and is one of the elements that make the Storage System economically viable; and (c) the special requirements imposed by the User's customers. The Parties agree that the Special Conditions shall prevail in the event of any conflict with the General Conditions to the extent allowed by Applicable Law and provided that no Party is in violation of any applicable legal requirement.

7.21 Language

El presente archivo y/o documento guarda la característica de información confidencial en términos del artículo 116 de la Ley General de Transparencia y Acceso a la Información Pública y demás disposiciones relativas y aplicables en la materia; así como de secreto industrial en términos de los artículos 82, 85 y 86 BIS 1 de la Ley de la Propiedad Industrial y demás disposiciones relativas y aplicables en la materia.

This Contract is executed in English. However, the Parties agree a Spanish translation of this Contract will be prepared for information purposes only.

7.22 Operational Flow Orders

For purposes of Section 20.1 of the General Conditions, the Permittee shall be entitled to issue an OFO, in the following situations but not otherwise:

- (a) as necessitated by an Act of God or Force Majeure event; or
- (b) to perform unscheduled maintenance and repair issues; or
- (c) to remedy unsafe conditions.

In the case of paragraphs (b) and (c) above, to the extent such unscheduled maintenance and repair issues or unsafe conditions are due to the Permittee's negligence, or other failure by the Permittee to act as a Reasonable and Prudent Operator, the Permittee shall not be entitled to issue an OFO and will be liable to the User, if Service hereunder is interrupted, as provided in Section 23.2 of the General Conditions.

The Permittee shall limit the applicability of any OFO, where reasonably practicable, only to those users whose actions caused in whole or in part the situation resulting in the OFO; and where not reasonably practicable, such OFO shall restrict first, any Interruptible Basis Storage Service ("IBSS"), and then thereafter any FBSS, always on a pro-rata basis.

The provisions of this Clause 7.22 shall also be applicable to the provision of the Conditioning Services, in specific to Clause 7.7(a)(v) of the Contract for the Provision of Gas Conditioning Services.

7.23 Modifications Requested by the User

- (a) In the event that the User proposes to the Permittee a modification or upgrade of the Storage System or of the Conditioning Facilities, the cost of which does not exceed █ \$ █ ("Improvement"), and provided that the User is willing to accept an increase in its Capacity Charge or Monthly Capacity Charge, as applicable, based on a Rate of Return of █ percent (█%) on the investment, the Permittee shall be obligated to pay for, construct, and operate the Improvement, in accordance with this Clause 7.23.
- (b) If the Permittee is unable to secure reasonable arrangements to finance the capital costs of the Improvement, then the User may, in its discretion, provide the necessary financing of the Improvement, in terms to be mutually agreed between the Parties, in which case the Permittee shall be obligated to pay for, construct, and operate the Improvement.
- (c) In calculating the increase in the Capacity Charge or the Monthly Capacity Charge equivalent to an █ percent (█%) Rate of Return on the investment, the Permittee shall consider all reasonably incurred capital expenditures, operational expenditures, taxes, working capital variations, and residual value (if any), but shall exclude any debt financing, directly attributable to the Improvement. The Rate of Return shall be calculated based on the period of time between the date the Improvement becomes operational and the nearest potential termination date of this Contract █

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- (d) Upon request, the User shall have the right to audit the Rate of Return calculations made by the Permittee when calculating the increase in the User's Capacity Charge or Monthly Capacity Charge, as the case may be.
- (e) The User shall be the sole user of the Improvement unless agreed otherwise.
- (f) The construction and/or operation of the Improvement will be subject to any required governmental authorizations, including but not limited to, the approval by the CRE.

7.24 Calculation of penalty under Section 23.2 of the General Conditions

Pursuant to Section 23.2 of the General Conditions, the Permittee is liable to compensate the User for failure to provide the Services in the terms described in such Section 23.2. Notwithstanding the above, the Parties agree that the Permittee will only be liable to compensate the User if and to the extent the Permittee's failure to provide the Services as described in Section 23.2 of the General Conditions resulted in the User being liable for breach by the User of any of its gas supply obligations under the Contract and/or other gas supply agreements the User may have with third parties. In such event, the User will give written notice to the Permittee of the User's breach under the Contract and/or such other gas supply agreements the User may have with third parties and the Permittee will credit or pay (as determined on a monthly basis) the User the lesser of (i) the compensation described in Section 23.2 of the General Conditions and (ii) the sum of any and all amounts payable by the User and/or to third parties under other gas supply agreements the User may have with them, that are in any way due as a result of such failure.

7.25 Limitation of Permittee's Liability

Notwithstanding anything contained in this Contract to the contrary, the amount for which the Permittee may be liable to the User in respect of any breach of, or as a result of any act or omission in the course of, or in connection with the performance of, this Contract, in respect of any and all liabilities which accrue during the term of this Contract, shall not exceed an aggregate amount [REDACTED]

At the User's option, it may require the Permittee to provide, within [REDACTED] days from the date of the User's request, for the benefit of the User, Acceptable Security for purposes of securing the Permittee's obligations under this Clause 7.25. The Parties agree that any Acceptable Security granted by the Permittee under this Clause 7.25 will only be executed by the User, after [REDACTED] days from the date the Permittee's has defaulted in the payment of such sums that are due by the Permittee to the User pursuant to this Contract and to the extent a request for payment has been received by the Permittee, in accordance with the terms and conditions of the Acceptable Security, at such time of execution.

7.26 Other services

The Permittee and the User may explore the possibilities for the commercial exploitation of new services from the Storage System including (without limitation) truckloading, reloading and gassing up of LNG vessel, on terms and conditions (including as to cost and profit) satisfactory to the Parties.

CLAUSE VIII – ANNUAL DELIVERY PROGRAMMES – NO ADDITIONAL USERS

For as long as there are no Additional Users, the User should have no restriction as to how its Annual Delivery Programme ("ADP") is set, considering only the Permittee's planned maintenance requirements,

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which should be submitted from the Permittee to the User as considered under Clause 9.3.1. The Permittee shall use reasonable endeavors to reschedule maintenance or reschedule anticipated changes in operating conditions to accommodate the User's proposed ADP.

CLAUSE IX – ADDITIONAL USERS

9.1 FBSS – No Available Capacity

The Permittee acknowledges that the User has contracted for and has the exclusive right to utilize 100% of the capacity of the Storage System, the Conditioning Facilities and the Minimum Send Out Compression Unit.

Except as provided herein, in no event shall the rights and obligations of the Permittee and the User under this Contract be affected or modified in any way by the Permittee's contracting with Additional Users.

The Permittee shall not enter into a Contract for the provision of any FBSS for which there is no Available Capacity (*Capacidad Disponible*). The Permittee will provide notice to the User no later than [REDACTED] Business Days before entering into any contract for the provision of any FBSS with any user of its intent to enter into such contract and the main terms and conditions of the FBSS being offered to such user. The Permittee must evidence to the User that the Permittee has Available Capacity at the Storage System to provide the respective FBSS. The burden of proof shall lie with the Permittee to evidence that Available Capacity exists before contracting for FBSS with new users.

Subject to Section 2, second paragraph, of the General Conditions, the Permittee shall not offer a lower fee or more favorable conditions than the fee and the conditions agreed herein with the User to Additional Users without contemporaneously offering the same lower tariff or more favorable conditions to the User.

Except in respect of Available Capacity following a reduction by User of its MSQ under Clauses 7.4 or 7.5 of this Contract and except in respect of the Conditioning Facilities to the extent provided in clause 7.4 of the Contract for the Provision of Gas Conditioning Services, the User will be the only user of the Storage System with access to the Conditioning Facilities and the Minimum Send Out Compression facilities, unless a tariff agreement is entered into between the Permittee, the User and such other Additional Users for the use of these facilities, and such arrangement provides for a reduction in the Capacity Charge or Monthly Capacity Charge, as applicable, for the User. For the avoidance of doubt, in case Permittee provides Service to one or more Additional Users under the exceptions noted in the preceding sentence, the only consideration payable to User will be that as is set forth in accordance to Clauses 7.5(d) of this Contract and clause 7.4(d) of the Contract for the Provision of Gas Conditioning Services, and the Capacity Charge or Monthly Capacity Charge, as applicable, for the User will be not be reduced.

For the avoidance of further doubt, in case the Permittee provides Service to one or more Additional Users in terms of this Contract, if the Nominations of any Additional Users and the User in an aggregate are not equivalent to the minimum LNG flow [REDACTED], the User shall not be required to submit a Nomination for an amount equal to the quantity necessary to complete the minimum LNG flow [REDACTED].

9.2 Additional Users

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Subject to Clause 9.1, the User, the Permittee and the Additional Users shall set an ADP and coordinate receipt and storage of LNG, regasification of LNG and delivery of Gas, nitrogen injection and minimum send out as described under Clause 9.3.

9.3 ADP Setting in the Event of Multiple Users

9.3.1 Provision of Information by the Permittee

By no later than the [REDACTED] of each Contract Year (the “**Current Contract Year**”), the Permittee shall submit to the User and Additional Users the following information, for information purposes only:

- (a) the estimated maintenance requirements and any changes in operating conditions during the subsequent Contract Year (the “**Scheduling Contract Year**”); and
- (b) the estimated LNG tank inventory (including the Tank Heel) at the Storage System at the commencement of the Scheduling Contract Year, which will be used in the establishment of the proposed ADP (the “**Proposed ADP**”), unless otherwise agreed between the Permittee, the User and the Additional Users.

9.3.2 Proposed ADP

By no later than [REDACTED] in the Current Contract Year (the “**ADP Deadline**”), the User and Additional Users shall provide to the Permittee a Proposed ADP, where possible taking account of events of planned maintenance or changes to operating conditions as advised under Clause 9.3.1(a) setting out for the Scheduling Contract Year a list of proposed Arrival Windows and the quantity (in MMBTU and Gigacalories) and volume (in cubic meters) of LNG to be delivered pursuant to each such Arrival Window. The Proposed ADP shall meet the following requirements:

- (a) it shall provide that the LNG tank inventory (including the Tank Heel) at the Storage System will neither fall below nor exceed the lower and upper Operating Buffers respectively, at any time during the Scheduling Contract Year, assuming all LNG ships arrive within their proposed allotted Arrival Windows and complete discharge in a timely manner;
- (b) allows for a minimum of [REDACTED] Days between proposed Arrival Windows, save in the case of the Arrival Window for a delivery of LNG on a Q-Flex Vessel, after which a minimum of three [REDACTED] must be allowed before the next Arrival Window; and
- (c) allows the User and Additional Users to meet their contractual obligations to their customers throughout the Scheduling Contract Year.

9.3.3 Acceptance or Rejection of the Proposed ADP

The Permittee shall use reasonable endeavors to reschedule maintenance or reschedule anticipated changes in operating conditions to accommodate the Proposed ADP and, if by the [REDACTED]

- (a) the Permittee notifies the User and the Additional Users that the conditions set forth in Clause 9.3.2(a) and (b) are satisfied, or that it is willing to accept the Proposed ADP although the

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conditions in Clause 9.3.2(a) and (b) are not satisfied, the Proposed ADP shall become the ADP for the Scheduling Contract Year;

- (b) the Permittee fails to notify the User and Additional Users whether or not such conditions in Clause 9.3.2(a) and (b) have been satisfied, then such conditions set forth in Clause 9.3.2(a) and (b) shall be deemed to have been satisfied, and the Proposed ADP shall become the ADP for the Scheduling Contract Year; or
- (c) the Permittee notifies the User and the Additional Users that the conditions in Clause 9.3.2(a) and (b) are not satisfied, the User and Additional Users shall meet with the Permittee, to try to reach alignment on an acceptable ADP. Should alignment not be reached, the Permittee shall issue a revised ADP which shall, as closely as reasonably practical, match the Proposed ADP and cause minimize disruption to the User and the Additional Users, maximize the number of berthing slots available to the User and the Additional Users, and allow the conditions set forth in Clauses 9.3.2(a) and (b) and as far as reasonably practical 9.3.2(c) to be met.

9.3.4 Scheduling Conflicts

- (a) In the event of a scheduling conflict in the arrival of User's Ships and Additional User's Ships or in the event the User and any Additional User have failed to coordinate and submit one agreed Proposed ADP as contemplated under Clause 9.3.2, the Permittee, the User and the Additional Users shall seek to resolve scheduling conflicts by minimizing interference between respective LNG deliveries, storage and regasification services; and by scheduling LNG deliveries that to the greatest extent possible, allows each of the User's and the Additional User's proposed allocated Arrival Windows to be spaced such that each of the User and the Additional Users are able to deliver LNG on as far as possible on an even and ratable basis throughout the Scheduling Contract Year, given the quantities of LNG to be delivered and the LNG ship sizes proposed to be used by each. In all cases, flexibility shall be maximized for FBSS capacity holders.
- (b) In the event agreement cannot be reached under Clause 9.3.4(a), Permittee will, subject to Clause 9.3.4(c), produce a final ADP which shall allocate Arrival Windows to each of the User and the Additional Users in proportion to their relevant capacity throughout the Scheduling Contract Year by as far as reasonably practical:
 - (i) minimizing interference between respective LNG deliveries, storage and regasification services;
 - (ii) scheduling LNG deliveries that to the greatest extent possible, allows each of the User's and the Additional User's proposed allocated Arrival Windows to be spaced such that each user is able to deliver LNG on as far as possible on an even and ratable basis accounting for the mix of different ship size nominated by each of the User and the Additional Users for that Scheduling Contract Year;
 - (iii) treating the User and the Additional Users of FBSS on a fair and equal basis;
 - (iv) maximizing the number of berthing slots for the User and the Additional Users;
 - (v) granting the User and Additional Users berthing slots up to their entitlement in their respective agreements with the Permittee;

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- (vi) using reasonable endeavors to reschedule maintenance or planned changes in operating conditions where this would reduce scheduling conflicts; and
 - (vii) minimizing adverse impacts to the User as a result of services provided to Additional Users.
- (c) In the case where a User or an Additional User is also an affiliate of the Permittee, to avoid a potential conflict of interest, the Permittee, the Additional Users and the User shall appoint an “**Agent**” to resolve any scheduling conflicts between the User and Additional Users. The Agent must not be an affiliate of the Permittee or any of the User or Additional Users, must be reasonably independent from any direct or indirect commercial influence of the Permittee, the User or Additional Users, must be capable of performing the duties of Agent under this Contract in a professional and efficient manner, and must have experience in scheduling.

The Agent shall produce a final ADP which shall allocate Arrival Windows to each user in proportion to their relevant capacity throughout the Scheduling Contract Year based on Clause 9.3.4(b)(i) to (vii) inclusive.

9.3.5 Revisions of the ADP

Revisions of the ADP will be handled as follows:

- (a) The User and Additional Users shall be able to propose changes to the ADP where possible taking account of planned maintenance or planned changes in operating conditions as agreed in the ADP.
- (b) The Permittee will use reasonable endeavors to accommodate the User’s and the Additional Users proposal and as soon as possible and no later than [REDACTED] hours after receipt of proposed changes, the Permittee shall exchange with the User and the Additional Users comments on their proposals.
- (c) If the Permittee notifies the User and the Additional Users that the conditions set forth in Clause 9.3.2(a) and (b) are satisfied, or that it is willing to accept the revised Proposed ADP although the conditions in Clause 9.3.2(a) and (b) are not satisfied, the Permittee shall accept the revised Proposed ADP as an amendment to the ADP for either the Contract Year or the Scheduling Contract Year.
- (d) If the Permittee notifies the User and the Additional Users that the conditions set forth in Clause 9.3.2(a) and (b) are not satisfied or is unable to accommodate proposed changes, the last agreed ADP or last agreed amended ADP, as the case may be, shall prevail.

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CLAUSE X – BERTHING ASSIGNMENTS

10.1 Notice of Readiness

When the User's Ship has arrived at the customary place at the Unloading Port where the first pilot boards the User's Ship ("PBS"), the User's Ship has received all necessary port and security clearances, and is in all respects ready to discharge LNG, irrespective of whether any berth is available for it at the Unloading Port, the User's Ship's master or its agent shall give notice ("**Notice of Readiness**") to the Permittee (and any other person nominated by the Permittee).

10.2 Berthing

Subject to Clauses 10.3 and 10.4 below, after Notice of Readiness has been given, the User shall cause the User's Ship to be berthed safely and expeditiously at the berth, and the Permittee shall co-operate in the User's Ship's being so berthed.

10.3 Early Ship

If a User's Ship arrives at the PBS prior to the start of the applicable Arrival Window and tenders a Notice of Readiness (an "**Early Ship**"), the Permittee shall use reasonable endeavors to allow the Early Ship to proceed to berth and commence discharging prior to its Arrival Window.

In any event, Notice of Readiness shall be deemed to have been given at the earlier of:

- (a) 06:00 hours local time on the first Day of the Arrival Window; or
- (b) the time at which the User's Ship is berthed and ready to unload.

10.4 Late Arrival

If the User's Ship does not give Notice of Readiness by the end of the Arrival Window but does thereafter give Notice of Readiness, the Permittee shall allow the User's Ship to proceed to berth and commence discharging if the Permittee reasonably determines that the late arrival and discharge of such User's Ship will not adversely affect the safe and effective operation of the Storage System.

10.5 Early and On-time Arrival

If a User's Ship, having arrived at the Unloading Port on or before its respective Arrival Window, is waiting to proceed to berth and/or unload, having been prevented from doing so as a result of an Act of God or Force Majeure, or other reasons affecting the Storage System or other facilities at the Unloading Port, which are not attributable to the User or the User's Ship, then (from the time when berthing and unloading is no longer prevented by such circumstances) such LNG ships shall be unloaded in the order of their Arrival Windows.

10.6 Berthing Assignments in the case of Additional Users

To the extent permitted by the Permittee, in case of an Early Ship, the Permittee shall allow the Early Ship to proceed to berth and commence discharging prior to its Arrival Window subject to the following:

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- (a) If another LNG ship that was scheduled to arrive in the immediately preceding Arrival Window is at berth, the Early Ship may proceed to berth and commence discharging upon the completion of discharge of such prior LNG ship and its departure from berth; and
- (b) If another LNG ship was scheduled to arrive in the immediately preceding Arrival Window but such LNG ship has not arrived prior to the end of its Arrival Window, the Early Ship may proceed to berth and commence discharging subject to the discretion of the Permittee.

10.7 Berthing Protocol

When a User's Ship is due to arrive at the berth at the Altamira LNG terminal at approximately the same time of day as an LNG ship other than the User's Ship in question, then the Permittee shall use its reasonable endeavors to procure that the User's Ship shall be berthed in accordance with the following priorities:

- (a) if the User's Ship is due to arrive at the PBS on schedule, the User's Ship arriving within its Arrival Window shall be berthed in priority to the other LNG ship;
- (b) if the other LNG ship is due to arrive at the PBS on schedule, the other LNG ship may be berthed in priority to the User's Ship; and
- (c) if both the User's Ship and the other LNG ship are due to arrive at the PBS outside their respective schedules, then the normal shipping industry practice of "first come, first served" shall apply.

CLAUSE XI - UNLOADING

11.1 Unloading

The User and the Permittee shall commence unloading or cause unloading to be commenced as soon as practicable after the completion of berthing and shall complete unloading or cause unloading to be completed safely, effectively and expeditiously taking into account the then prevailing weather conditions. The Permittee shall operate the Storage System so as to permit unloading of the User's Ship as quickly and efficiently as reasonably possible.

11.2 Departure

The User shall cause the User's Ship to depart safely and expeditiously from the berth after the completion of unloading taking into account the then prevailing weather conditions and the Permittee shall co-operate in the safe and expeditious departure of the User's Ship from the berth.

11.3 Delays

Without prejudice to Clause XII, if (after Notice of Readiness has been given) any problem occurs or is foreseen to occur which will or may cause delay to the User's Ship in berthing, unloading or departing beyond the Allowed Laytime, the User and the Permittee shall discuss such problem in good faith and use all reasonable endeavors to minimize or to avoid the delay, and at the same time shall co-operate with each other to find counter-measures to minimize or avoid the occurrence of any similar delay in the future.

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CLAUSE XII – UNLOADING DELAYS

12.1 Laytime

The maximum laytime allowed for the unloading of each LNG ship shall be [REDACTED] hours, except in the case of the unloading of a Q-Flex Vessel, in which case the maximum time allowed for the unloading of the LNG ship shall be [REDACTED] hours (the “**Allowed Laytime**”), with the Allowed Laytime extended by any period of delay attributable to or any period of time required as a result of:

- (a) the action or omission of the User, the User’s Ship or her master or crew; or
- (b) any Act of God or Force Majeure event; or
- (c) Adverse Weather Conditions.

12.2 Used Laytime

“**Used Laytime**” means the period of time that shall start:

- (a) if the User’s Ship gives Notice of Readiness within the Arrival Window, on the earlier of:
 - (i) six (6) hours after the Notice of Readiness is given; or
 - (ii) the time at which the User’s Ship is berthed and the unloading arms are connected and tested and ready to unload; or
- (b) if the User’s Ship gives Notice of Readiness before the Arrival Window, on the earlier of:
 - (i) the time at which the User’s Ship is berthed and ready to unload; or
 - (ii) 06:00 hours local time on the first Day of the Arrival Window; or
- (c) if the User’s Ship arrives or gives the Notice of Readiness after the Arrival Window, at the time at which the User’s Ship is berthed and ready to unload,

and shall end at the time the discharge manifold of the User’s Ship is disconnected from the unloading arms of the Storage System.

12.3 Demurrage

If Used Laytime exceeds Allowed Laytime, the amount of such excess shall be calculated to the nearest full hour (with any exact half hour excess being rounded up to the nearest full hour).

If the Used Laytime exceeds Allowed Laytime then:

- (a) to the extent such excess is not attributable to the User, an Act of God or Force Majeure event, Adverse Weather Conditions or the User’s Ship or her master or crew, the Permittee shall pay to the User, in addition to any penalties or other amounts payable under the General Conditions, a

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compensation [REDACTED] per Day, except in the case of a Q-Flex Vessel, where the rate shall be [REDACTED] per Day, and pro rata for any partial Day of delay (“Demurrage”); or

- (b) to the extent such excess is solely attributable to the User, the User’s Ship or her master or crew, and not to an Act of God or Force Majeure event, Adverse Weather Conditions or the Permittee, the User shall pay to the Permittee a compensation at the rate of [REDACTED] [REDACTED] in the case the Additional User vessel is a Q-Flex Vessel, where the rate shall be [REDACTED] per Day, and pro rata for any partial Day of delay.

12.4 Demurrage Invoicing

The User shall as soon as reasonably practicable, invoice the Permittee for any amounts due under Clause 12.3(a) and the Permittee shall pay such invoice within [REDACTED] Business Days following the date of receipt of the invoice from the User.

The Parties agree that the Permittee will pay interest on any amounts not paid when due as specified under the preceding paragraph, for such number of days until payment is made in full. The Parties agree that for purposes of this Contract, interest will be calculated at an annual rate equal to LIBOR plus [REDACTED] [REDACTED] bps).

The Permittee shall as soon as reasonably practicable, invoice the User for any amounts due under Clause 12.3(b) and the User shall pay such invoice within [REDACTED] Business Days following the date of receipt of the invoice from the Permittee.

12.5 User Responsibility

The User shall make reasonable efforts to ensure that each of its User’s Ships arrives at the PBS at the Unloading Port and tenders its Notice of Readiness prior to or within its scheduled Arrival Window ready to make delivery of the Full Cargo Lot of LNG.

CLAUSE XIII – EFFECT OF UNLOADING DELAYS

Intentionally deleted.

CLAUSE XIV – NOMINATIONS

14.1 Daily Nominations

The User will submit to the Permittee its daily nominations (“Nominations”) for regasified LNG and Substitute Natural Gas (“SNG”) to be delivered per Point of Delivery for the following Flow Day via Nominations website, e-mail or any other agreed written form. In case of weekends and non-Business Days, the daily Nomination must be submitted in the immediate previous Business Day. The User must include as part of the daily Nomination the amount in energy that will be delivered at each Point of Delivery by each of its SNG suppliers. The Permittee will then [REDACTED] [REDACTED] in its role as operator of the National Gas Pipeline System, the quantity of SNG and regasified LNG that will be delivered at each Point of Delivery.

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The Permittee will confirm the daily Nomination per Point of Delivery to the User via Nominations Website, e-mail or any other agreed written form. Daily Nominations approval will be subject to the Storage System's physical restrictions and gas availability. If a Nomination is rejected, the Permittee is obliged to specify the reasons for such rejection.

If the User fails to submit a Nomination for any given Flow Day before such Flow Day starts, the Permittee may consider the immediately previous accepted daily Nomination.

If the Permittee fails to submit a Nomination confirmation before a Flow Day starts, the User may consider such Nomination as accepted.

14.2 Re-nominations

The User can make adjustments to the daily Nomination (“**Re-nomination**”) even within the Flow Day. The Permittee will confirm the Re-nomination per Point of Delivery to the User via Nominations Website, e-mail or any other agreed written form. Re-nominations approval will be subject to the Storage System's physical restrictions and gas availability. If a Re-nomination is rejected, the Permittee is obliged to specify the reasons for such rejection.

If the Permittee fails to confirm a Re-nomination before the Flow Day ends, the User may consider such Re-nomination as accepted.

14.3 Reporting

14.3.1 Daily Report

By no later than 11:00 hours of the Business Day immediately after the end of a Flow Day, the Permittee must send to the User, the Daily Report assessing the final Delivered Quantities measured at each Point of Delivery.

14.3.2 Hydrocarbon Accounting Balance

By no later than 11:00 hours of the second (2nd) Business Day after a calendar month ends, the Permittee will send to the User the Final Hydrocarbon Accounting Balance.

14.4 Operational Balance Agreement (OBA)

The Permittee acknowledges that all Gas and LNG volumes into and out of the Storage System are the property of the User. As such, all changes in the injections at the National Gas Pipeline System Point of Delivery that may be discussed with PGPB in connection with a request related to the OBA shall be discussed and approved by the User, before being agreed with PGPB.

14.5 Operational Reporting Requirements

The Permittee will inform the User of any operational activities that can be reasonably expected to impact the send out or receipt capacity of the Permittee as soon as possible during planning or response to such events.

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CLAUSE XV - MISCELLANEOUS PROVISIONS

15.1 The General Conditions, as amended from time to time with the CRE's approval, are incorporated by reference to this Contract and are an integral part hereof, as supplemented and, where applicable, superseded, by the Special Conditions set out in this Contract. The Permittee shall notify the User when it submits to the CRE any modification of the General Conditions (“**Modifications**”) and shall deliver to the User a copy of such Modifications.

15.2 The following terms will have the meanings set out below.

“Acceptable Credit Rating” means in relation to any person acting as Acceptable Security Provider of the User:

- (i) under Section 7.8(a) of this Contract:
 - (A) if that person is an affiliate of ■ a rating for its long-term unsecured and non credit-enhanced debt obligations of ■ or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or ■ or higher by Moody’s Investor Services Limited; or
 - (B) if that person is not an affiliate of ■ a rating for its long-term unsecured and non credit-enhanced debt obligations of ■ or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or ■ or higher by Moody’s Investor Services Limited;
- (ii) under Section 7.8(b) of this Contract, the rating for an user (Usuario) as described in Section 6.3 of the General Conditions; or
- (iii) any other lower rating approved by the Permittee (in its sole discretion). In addition and as the case may be, means in relation to any Person acting as Acceptable Security Provider of the Permittee, a rating for its long-term unsecured and non credit-enhanced debt obligations of ■ or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or ■ or higher by Moody’s Investor Services Limited or any other lower rating approved by the User (in its sole discretion).

“Acceptable Security” means in relation to the User or the Permittee, as the case may be:

- (i) guarantees in the form of Appendix C issued by respectively by ■
- (ii) a financial guarantee in the form of Appendix F hereto issued by a Holding Company or affiliate of the Permittee or the User, as the case may be, that is an Acceptable Security Provider; or
- (iii) a Bank Guarantee from a bank that is an Acceptable Security Provider; or
- (iv) any other guarantee, surety or other form of security in favor of the User or the Permittee, as the case may be, acceptable to the User or the Permittee, as the case may be (in the sole discretion of the User or the Permittee, as the case may be).

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“Acceptable Security Provider” means, in relation to the User or the Permittee, as the case may be, either a bank or other financial institution or a Holding Company or affiliate of that User or the Permittee, as the case may be, which has (in either case) an Acceptable Credit Rating.

“Additional User” is any user of the Storage System capacity that has entered a contract with the Permittee for the provision of Service through the Storage System, other than the User.

“Adverse Weather Conditions” means weather and sea conditions that are sufficiently severe (1) to prevent an LNG ship from proceeding to berth, discharging or departing from berth in accordance with the weather and sea standards prescribed in the published regulations of API at the Altamira Port; or (2) to cause an actual determination by the master of an LNG ship that it is unsafe for the LNG ship to berth, discharge, or depart from berth.

“Applicable Law” means all applicable laws, treaties conventions, statutes, rules, regulations, decrees, ordinances, licenses, permits, compliance requirements, decisions, orders, directives and policies issued by any governmental authority.

“Arrival Window” means a forty-eight (48) hour period beginning at 06:00 hours on a Day as specified in the ADP.

“Bank Guarantee” means a standby letter of credit in substantially the form attached to this Agreement as Appendix G.

“Business Day” means any week day, other than Saturday or Sunday or a day on which commercial Banks in Mexico City, Mexico, New York and London are authorized or required by Applicable Law or governmental action to close for business.

“Btu” means British thermal unit.

“Conditioning Facilities” means the nitrogen injection equipment and facilities, including without limitation two Nitrogen Injection Units.

“Contract for the Provision of Gas Conditioning Services” means the contract entered on [REDACTED] by and between Terminal de LNG de Altamira, S. de R.L. de C.V. (TLA) and [REDACTED], where TLA agrees to provide Conditioning Services to [REDACTED]

“Contract Year” means a period of twelve (12) Months starting on the commencement of the Day of [REDACTED] and ending on the expiration of the Day of [REDACTED]

“Day” means a calendar day.

“Final Hydrocarbon Accounting Balance” shall be the daily process that the Permittee conducts in order to reconcile how the mass and energy that is entering into the Storage System, or was already contained within the Storage System, is being used and or distributed within the Storage System or out of it. This process shall indicate and take into account, for avoidance of doubt, the amount of LNG received during the Day, if any; the amounts of Gas used as fuel within the Storage System; the amount of Gas that was vented; any Gas volumes flowing in reverse from the National Gas Pipeline System Point of Delivery; other emissions of Gas; and any Vaporized and Non Recovered Gas.

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“Fixed Operating Costs” means the usual operating expenses that are incurred by Permittee to operate the Storage System and Conditioning Facilities in a safe and reliable manner and to fulfill its contractual obligations under this Contract as set forth in Appendix I, as may be revised from time to time in line with generally accepted accounting principles.

“Flow Day” means from 9:00 am to 9:00 am of the next day.

“Full Cargo Lot” means a quantity of LNG expressed in MMBTU which fills the User’s Ship(s) (used or to be used for a given delivery of LNG) to the fullest extent that the User’s Ship(s) can safely load and carry, less a sufficient quantity of LNG retained on board the User’s Ship as LNG heel, if applicable.

“HHV or High Heating Value” means the quantity of thermal energy produced by the combustion of a unit of Gas with air under constant pressure, after cooling of the combustion products to the initial temperature of the Gas and air, and after condensation of the vapour created by the combustion to the liquid state. The HHV shall be calculated on the basis of its molecular composition and the heating value of each of its components. The values of physical constants to be used for such calculations such conform to the most current publications of the Mexican Governmental Authority with responsibility for establishing such values, or, in the absence of such publications, in the most current publications of the GPA STANDARD 2145, or a successor agency.

“Holding Company” means in relation to a Person (the “first person”), another Person which directly or indirectly controls the first person as to a majority of ownership or voting rights.

“Interest” means the regular ordinary interest payable by the Permittee ■ the Third Party Lenders according to the payment schedule attached included in Appendix H, but not including any penalty interest or late interest.

“International LNG Terminal Standards” means, to the extent not inconsistent with the terms of this Contract, the standards and practices from time to time in force applicable to the ownership, design, equipment, operation or maintenance of unloading LNG terminals established by the International Maritime Organization, the Society of International Gas Tanker and Technical Operators (“SIGTTO”), the International Safety Guide for Oil Tankers and Terminals (“ISGOTT”) and/or any other internationally recognized agency or organization with whose standards and practices it is customary for international operators of such terminals to comply.

“LIBOR” means the London Interbank Offered Rate for one-month U.S. dollar deposits quoted by the British Bankers Association published by Reuters on screen LIBOR01 (or any successor page) at or about 11:00 a.m. London time, two (2) London banking days prior to the date on which payment of the relevant amount should have been made. If such rate does not appear on Reuters screen LIBOR01 (or otherwise on such screen or any successor screen), LIBOR shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as the Parties may mutually agree.

“Material Deficiency” means a material default(s) by the Permittee of any obligation under this Contract, other than a default due to an Act of God or Force Majeure, which results or is reasonably likely to result in any of the following: (i) a failure to provide the Services and Conditioning Services under this Contract; (ii) ■ (iii) the imposition of fines on or the payment

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of penalties by the User ■ (iv) the revocation or non-renewal of the Permit; or (v) significant or material losses or damages to assets, persons or the environment.

“**Mexican Government Force Majeure**” has the meaning given to such term under the ■ Contract as of the date of this Contract.

“**MMSCFD**” means Million Standard Cubic Foot per Day.

“**MoD**” refers to Money of the Day or nominal terms.

“**Monthly Capacity Charge**” has the meaning set forth in the Contract for the Provision of Gas Conditioning Services.

“**Nitrogen Injection Unit**” means one nitrogen system train capable of producing 4.2 MMSCFD of nitrogen.

“**Nitrogen Service**” means the injection of nitrogen into regasified LNG delivered to the Points of Delivery by the Permittee.

“**Operating Buffer**” means:

- (i) in the case of the lower Operating Buffer, an aggregate volume of LNG in the LNG storage tanks of the Storage System of ■ cubic meters; and
- (ii) in the case of the upper Operating Buffer, an aggregate volume of LNG in the LNG storage tanks of the Storage System of ■ cubic meters,

in each case as measured by the Permittee from time to time. In the event of reduction in available storage capacity of the Storage System due to an Act of God or Force Majeure affecting the Storage System, the Operating Buffer levels shall be adjusted downward proportionally.

“**Operational Balancing Agreement or OBA**” is the agreement that the Permittee has signed with PGPB, as per the Natural Gas Regulations, which allows the Permittee to use the National Gas Pipeline System as a buffer, in case of sudden variations of consumption in the Altamira V Point of Delivery; and which also allows PGPB to modulate the injections of Gas from the Storage System, in case of unforeseen operational fluctuations in the flows of Gas in the National Gas Pipeline System. The corresponding increase or reduction of injections at the National Gas Pipeline System Point of Delivery is subject to a request from the party that has suffered the operational complication, and a confirmation from the other party accepting the modified regime of injections.

“**PBS**” means the customary place at the Unloading Port where the first pilot boards the LNG ship.

“**Person**” means any individual, corporation or other legal entity, government or government agency.

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“**Principal**” means the regular principal instalments scheduled to be paid from time to time by the Permittee ■ to the Third Party Lenders as set out in the schedule included in Appendix D.

“**Q-Flex Vessel**” means a LNG ship of approximately 210,000m³ of carrying capacity.

“**Rate of Return**” is the ratio of money gained on an investment relative to the amount of money invested.

“**Reasonable and Prudent Operator**” means a person seeking in good faith to perform its contractual obligations, and in so doing, and in the general conduct of its undertakings, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions.

“**Registered**” means the recording in the Permittee’s corporate records, performed according to Mexican law, of the sale and transfer of 100% of the shares issued by the Permittee by its shareholders and/or the recording in the corporate records of all the holding companies controlling the Permittee’s shareholders of the sale and transfer of 100% of the shares issued by all and each of such holding companies performed in accordance with the laws of the jurisdiction of incorporation of each such holding company ■ ceasing to hold directly or indirectly any shares issued by the Permittee.

“**Security**” means the guarantee, standby letter of credit, surety or other security issued by a Security Provider in favor of the Permittee or the User, as the case may be.

“**Security Provider**” means a Person who provides or is to provide the Permittee or the User, as the case may be, with the Security on behalf of the User or of the Permittee, as the case may be.

“**Specification A**” refers to the specifications in the column entitled “Specification A” in the Table 1.1 under Clause 7.14 of this Contract; provided that effective upon any amendment to the Official Mexican Standards (*Normas Oficiales Mexicanas*) on quality specifications for Natural Gas, Specification A shall be deemed to mean the specifications in such amended Official Mexican Standards until either an amendment to Table 1.1 under Clause 7.14 of this Contract to account for such amended Official Mexican Standards is executed, or the Parties confirm in writing that no amendment to Table 1.1 under Clause 7.14 of this Contract is necessary.

“**Specification B**” refers to the specifications in the column entitled “Specification B” in the Table 1.1 under Clause 7.14 of this Contract; provided that effective upon any amendment to the Official Mexican Standards on quality specifications for Natural Gas, Specification B shall be deemed to mean the specifications in such amended Official Mexican Standards until either an amendment to Table 1.1 under Clause 7.14 of this Contract to account for such amended Official Mexican Standards is executed, or the Parties confirm in writing that no amendment to Table 1.1 under Clause 7.14 of this Contract is necessary.

“**Standard Conditions**” means absolute pressure of ■ Pa at a temperature ■ K.

“**Standard Cubic Foot**” shall mean that quantity of Gas, determined on a dry ideal Gas basis, occupying one (1) cubic foot at Standard Conditions.

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“**Storage System**” means the LNG receiving Storage System and associated pipeline at Altamira, Mexico, as such Storage System and pipeline may be modified from time to time. This shall include the send-out pipeline or pipelines from the tailgate of the receiving Storage System up to the Points of Delivery.

“**Tank Heel**” means [REDACTED] cubic meters of LNG per tank.

“**Third Party Lenders**” means third party lenders having provided debt to the Permittee and/or any of its direct or indirect shareholders in view of a certain transaction as further described in a share purchase agreement entered into by and between certain affiliates of Permittee and User, excluding for this purpose loans from shareholders of the Permittee or their affiliate companies or loans guaranteed by shareholders or their affiliated companies.

“**Transaction**” means the direct sale and transfer of 100% of the shares issued by the Permittee by its shareholders and/or the sale and transfer of 100% of the shares in all the holding companies controlling all the Permittee’s shareholders [REDACTED]

“**Unloading Port**” means the port located at [REDACTED]

“**Vaporized and Non Recovered Gas**” means the LNG that goes from liquid to Gas during the receipt, storage and regasification operations of the Storage System and cannot be recovered by the Permittee for its delivery to the User.

“**Wobbe Index**” shall mean, with respect to any given quantity of Gas, the quotient of (a) the gross calorific value on a Btu per Standard Cubic Foot basis, of such Gas divided by, (b) the square root of the relative density of such Gas, at Standard Conditions.

All capitalized terms not defined in this Contract shall have the meaning ascribed to them by the General Conditions.

15.3 The headings used in this Contract have been included only to facilitate its reading and under no circumstance shall be considered or taken into account to interpret the terms or provisions thereof, nor shall be considered as qualifying, modifying or explaining the effect of such provisions or terms.

15.4 In accordance with Clause 7.19 hereof, this Contract shall be interpreted, executed and governed by the laws of Mexico.

15.5 Subject to the condition and to the extent that the Permittee obtains the same waiver from all Additional Users and other users, the User waives any and all rights it may have under Applicable Law to bring a cause of action of any kind for penalties, damages or remedy of any kind against Additional Users in the event that such Additional Users tenders, and the Permittee receives, LNG that causes the composite LNG in the Permittee's facilities to fail to meet the quality requirements of any of the downstream pipeline(s) with which the Storage System interconnects.

15.6 This Contract shall only become effective, and shall amend, restate and supersede the Original Agreement and the Amendments, which Original Agreement and the Amendments shall thereupon be of no further force or effect, on the date when the Transaction has been Registered.

CLAUSE XVI – Minimum Send Out Compression Unit

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In order to provide greater operating flexibility to the Storage System, the Permittee has installed a minimum send out compression unit (the “**Minimum Send Out Compression Unit**”) at the [REDACTED] LNG terminal to reduce the minimum send out of the Storage System to close to zero ([REDACTED] MMSCFD).

In addition to any of the Permittee’s obligations under the Permit and the General Conditions, the Permittee, taking into account that the Minimum Send Out Compression Unit is not backed by another similar unit, agrees to establish and implement maintenance programs in respect of the Minimum Send Out Compression Unit that are consistent with the manufacturer recommendations and that seek to provide the utmost availability of such unit. The Permittee will use its reasonable efforts to repair such Minimum Send Out Compression Unit in the least amount of time possible.

If the Permittee suspends the service offered with the Minimum Send Out Compression Unit, for any reason other than Act of God or Force Majeure, the Permittee will pay the User as compensation an amount equal to [REDACTED] times the adjustment to the Contractual Tariff ([REDACTED] \$ [REDACTED] per Gcal per day) for such period of time during which the suspension lasts.

The Parties agree that the operating, spare parts and maintenance costs to be incurred by the Permittee in respect of the Minimum Send Out Compression Unit are estimated to be [REDACTED] \$ [REDACTED] MoD annually. Such costs have been included in the Contractual Tariff. If during any year, the actual costs differ more than [REDACTED] % from the estimated costs, the Party benefiting from such deviation will compensate the other Party for the respective difference in such manner as is agreed between the Parties.

CLAUSE XVII – Gas Losses

In case the amount of Gas corresponding to the Vaporized and Non Recovered Gas for any Month exceeds [REDACTED] percent ([REDACTED] %) of the quantity of Gas scheduled for delivery to the User during such Month, then the Permittee shall commence an investigation in order to determine the cause of such Gas losses. The costs associated with such investigation will be borne by the Permittee, and the results of the investigation will be notified to the User. The Permittee agrees to use best endeavors, as reasonably practicable, to reduce the Gas losses as much as possible, and in any case, below [REDACTED].

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IN WITNESS WHEREOF, the Parties sign this Contract on the date first mentioned above.

TERMINAL DE LNG DE ALTAMIRA,
S. DE R.L. DE C.V.



By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

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**APPENDIX A
USER SHIP INFORMATION**

**APPENDIX B
PRE-APPROVED INDEPENDENT EXPERTS**

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APPENDIX C [APPLICABLE TO AND ITS ASSIGNEE]

FORM OF GUARANTEE

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APPENDIX D

THE REGULAR PRINCIPAL INSTALMENTS PAYABLE BY PERMITTEE TO THE THIRD PARTY LENDERS ON A QUARTERLY BASIS

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APPENDIX E

CONTRACT TO BE ATTACHED

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APPENDIX F
FORM OF GUARANTEE

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APPENDIX G
FORM OF STANDBY LETTER OF CREDIT

2

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APPENDIX H DETAILS

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APPENDIX I
PERMITTEE'S FIXED OPERATING COSTS

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APPENDIX J
PROCEDURE FOR THE RESOLUTION OF DISPUTES IN RELATION TO UNPAID
INVOICES