



Buenos Aires, 15 March, 2024

### Dear Sirs,

Reference is made to the Request for Proposal (RFP) issued by Energía Argentina S.A. (ENARSA) on March 01, 2024, with potential supplier's time to submit proposals on March 19<sup>th</sup>, 2024, with the aim to amend certain Sections of the RFP such as **Delivery Schedule (Section 2.C)** and **Payment Conditions and credit support (Section 3.b)**.

### Section 2.C (Delivery Schedule) is amended in its entirety and modified as follows:

"The Potential suppliers shall include in its Proposal a delivery Programme detailing for each LNG Cargo a proposed ONE (1) day Arrival Period which shall be within any or all the following Arrival Periods:

### a. 2024

#Cargo	Arrival Period				
1	20 - 30 -04-2024				
2	14-05-2024				
3	23-05-2024				
4	31-05-2024				
5	06-06-2024				
6	09-06-2024				
7	13-06-2024				
8	19-06-2024				
9	25-06-2024				
10	08-07-2024				





# Section 3.b (Payment conditions and credit support), is amended in its entirety and modified as follows:

"Payment of each LNG cargo shall be made through an irrevocable documentary Letter of Credit, which shall be issued by Banco de La Nacion Argentina (BNA) 48 hours prior to the Arrival Day and payable 15 days thereafter.

The Wording of Documentary Letter of Credit shall be sent to Seller at least 20 days prior to the Arrival Day.

Seller shall have the option to confirm Letter of Credit at its own cost."

In line with the modifications made on Sections 2.C and 3.B mentioned above, clauses 3.1 and 15 of the "Offer of Particular Terms and Conditions", Section A of the ANNEX 1 of the RFP, shall be amended as follows:

## Section 3.1 LNG Cargoes for Delivery Point Escobar

"Seller shall sell, transport and deliver to Buyer, and Buyer shall purchase, take delivery of and pay for, the quantity of LNG as defined herein below, with a **Cargo Tolerance of + 5% / - 5% each**, LNG to be delivered to the **Delivery Point Escobar**:

#Cargo	ONE Day Arrival Period	Nominal Quantity*	Price (\$/mmbtu)	Premium over HH (\$/mmbtu)	Z%
LNG Cargo [1]	20 – 30 -04-2024	2.100.000 MMBtu / 2.700.000 MMBtu			
LNG Cargo [2]	14-05-2024	2.100.000 MMBtu / 2.700.000 MMBtu			
LNG Cargo [3]	23-05-2024	2.100.000 MMBtu / 2.700.000 MMBtu			
LNG Cargo [4]	31-05-2024	2.100.000 MMBtu / 2.700.000 MMBtu			
LNG Cargo [5]	06-06-2024	2.100.000 MMBtu / 2.700.000 MMBtu			
LNG Cargo [6]	09-06-2024	2.100.000 MMBtu / 2.700.000 MMBtu			_





LNG Cargo [7]	13-06-2024	2.100.000 MMBtu / 2.700.000 MMBtu		
LNG Cargo [8]	19-06-2024	2.100.000 MMBtu / 2.700.000 MMBtu		
LNG Cargo [9]	25-06-2024	2.100.000 MMBtu / 2.700.000 MMBtu		
LNG Cargo [10]	08-07-2024	2.100.000 MMBtu / 2.700.000 MMBtu		

<sup>\*</sup>Seller must choose nominal quantity to be offered

Q-flex vessels shall comply with the following characteristics: Maximum Length (LOA) of 315.20 meters. In compliance with the port regulations, the operation must be performed with maximum draught in 10.00 meters considering as Minimum UKC margin of safety of 0.90 meters.

Parties acknowledge and accept that for all the LNG Cargoes above detailed for delivery to the Delivery Point Escobar (if any), Buyer shall have the right, without any extracost, to cause the LNG Tanker to be fully delivered at the LNG Bahía Blanca Regas Terminal, by notice to Seller not later than five (5) days before the Arrival Period. In such case, Arrival Period will be automatically amended by being delayed one day.

Seller shall comply with all the applicable conditions necessary to perform such deliveries to each Delivery Point, included but not limited to compatibility obligations, draft restrictions and quality specifications.

Regarding quantity to be discharged, Seller shall have the right to discharge 2.100.000 MMBtu + 5% / -5%, or 2.700.000 MMBtu (Qflex Type Vessel) +5% / -5% each. If Buyer discharges above maximum tolerance, Seller shall have the right to charge a fine for excessive discharge, which shall be equivalent to the product resulting from multiplying the price agreed in the contract by the over discharged amount. This fine is non-negotiable and Seller must pay this fine within 30 (thirty) days after discharge."





## **Section 15. Payment Conditions**

"Payment of each LNG cargo shall be made through an irrevocable documentary Letter of Credit, which shall be issued by Banco de La Nacion Argentina (BNA) 48 hours prior to the Arrival Day and payable 15 days thereafter.

The Wording of Documentary Letter of Credit shall be sent to Seller at least 20 days prior to the Arrival Day.

Seller shall have the option to confirm Letter of Credit at its own cost."

Except where the context otherwise requires, capitalized terms in this amendment letter have the meaning given to them in the ENARSA'S RFP issued on March 01, 2024.

All terms and conditions not expressly modified herein shall remain unamended, as per ENARSA's RFP.

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