

DATED _____ **2023**

DEUTSCHE ENERGY TERMINAL GMBH

as

Operator

AND

[BIDDER]

as

User

**TERMINAL USE AGREEMENT FOR
FLOATING LNG IMPORT TERMINAL IN THE PORT OF STADE**

[Note to Bidders: The TUA terms have been broadly aligned to the operational requirements of the FSRU charter in order to enable the Operator to manage operations at the Stade terminal.]

Contents

1. DEFINITIONS AND INTERPRETATION.....	1
1.1 Definitions.....	1
1.2 Interpretation	14
2. TERM.....	15
2.1 Term	15
3. THE SERVICES	15
3.1 Gas Throughput Services	15
3.2 Interruptible Services	16
3.3 Ancillary Services	16
3.4 Excluded Services	16
3.5 Performance Standard	17
3.6 Terminal Optimisation	17
3.7 Terminal Operating Manual	17
3.8 Other Users' Terminal Use Agreements	18
4. CHARGES	18
4.1 Service Charges	18
4.2 Variable Charges	19
5. UNLOADING AND REGASIFICATION SCHEDULING	20
5.1 Allocated Slots	20
5.2 Cargo Notifications	22
5.3 Release of Unloading and Regasification Slots.....	22
5.4 Regasification and Send-Out of Gas	23
5.5 Minimum Inventory Obligation	26
5.6 Internal Use	27
5.7 Modifications.....	27
5.8 Reporting.....	27
6. WORKS PROGRAM AND SERVICE REDUCTIONS	28
6.1 Works Program and Scheduled Works.....	28
6.2 Permitted Service Reductions	28
6.3 Non-Permitted Service Reductions	29
6.4 Notification.....	30
7. TRANSPORTATION, BERTHING AND UNLOADING OF LNG	30
7.1 Use of Port.....	30
7.2 Compliance and Approval of LNG Vessels	31
7.3 Transportation Notices	34
7.4 Berthing	36
7.5 Allowed Laytime	36
7.6 Excess Boil Off	37

7.7	Allowed Unloading Time	38
7.8	Approvals	40
7.9	Ship-to-Ship Transfers	40
8.	LNG QUALITY, MEASUREMENT AND TITLE	40
8.1	LNG Specifications	40
8.2	LNG Measurement and Testing	41
8.3	Title	41
8.4	Custody and Risk of Loss to LNG	41
8.5	In-tank Transfer Restriction	42
8.6	Commingling of LNG in the Terminal.....	42
9.	GAS QUALITY AND MEASUREMENT	43
9.1	Gas Specifications	43
9.2	Gas Measurement and Testing	43
10.	AUDIT AND INSPECTION.....	43
10.1	Audit.....	43
10.2	Inspection	43
11.	INVOICING AND PAYMENT	44
11.1	Invoices	44
11.2	Payment.....	44
12.	LIABILITIES AND INDEMNITIES.....	45
12.1	Indemnification	45
12.2	Pollution	46
12.3	Operator Liability Cap.....	46
12.4	User Liability Cap	47
12.5	Consequential Loss and Relief.....	48
12.6	Wilful Misconduct and Gross Negligence	48
12.7	Inter-Customer Liabilities	48
12.8	Liquidated Damages.....	49
13.	INSURANCE	49
13.1	Operator Insurance	49
13.2	User Insurance.....	49
14.	TAXES AND DUTIES	50
14.1	Value Added Tax.....	50
14.2	No Deduction or Withholding.....	50
14.3	Energy Tax	50
14.4	Payment of Tax	50
15.	FORCE MAJEURE.....	51
15.1	Event of Force Majeure	51
15.2	Exclusions to an Event of Force Majeure.....	52

15.3	Force Majeure Relief.....	52
15.4	Limitations on Force Majeure	54
16.	EVENTS OF DEFAULT AND TERMINATION	54
16.1	User Events of Default	54
16.2	Operator Events of Default.....	55
16.3	Termination Notice.....	55
16.4	Other Termination Events	56
16.5	Consequences of Termination	56
16.6	Events of Default.....	57
16.7	Survival	57
17.	CREDIT SUPPORT	57
17.1	Parent Company Guarantee.....	57
17.2	Letter of Credit	57
17.3	Replacement Credit Support.....	58
18.	CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS	59
18.1	Confidentiality.....	59
18.2	Permitted disclosures.....	59
18.3	Injunction and Equitable Remedies.....	61
18.4	Duration.....	62
18.5	Press Release	62
19.	GOVERNING LAW AND DISPUTE RESOLUTION	62
19.1	Governing Law.....	62
19.2	Expert Determination	62
19.3	Arbitration	63
19.4	Continued Performance	64
20.	BUSINESS PRINCIPLES.....	64
20.1	Sanctions and Anti-Corruption.....	64
20.2	Anti-Money Laundering.....	66
20.3	Conduct of Parties	66
21.	MISCELLANEOUS.....	67
21.1	Notices.....	67
21.2	Assignments	68
21.3	Third Party Rights	69
21.4	Costs	69
21.5	Waivers.....	69
21.6	Independent Legal Advice.....	69
21.7	Severability.....	69
21.8	Entire Agreement	70
21.9	Legal relationship.....	70
21.10	No rescission	70
21.11	Further assurance.....	70
21.12	Liens.....	70

SCHEDULE 1 ALLOCATED UNLOADING AND REGASIFICATION SLOTS	72
SCHEDULE 2 LNG AND GAS SPECIFICATIONS	73
SCHEDULE 3 LNG AND GAS MEASUREMENT AND TESTING PROCEDURES	75
SCHEDULE 4 GAS NOMINATION PROCEDURES	79
SCHEDULE 5 FORM OF LETTER OF CREDIT	81
SCHEDULE 6 FORM OF PARENT COMPANY GUARANTEE	84
SCHEDULE 7 BUNKER CHARGE EXAMPLE	89
SCHEDULE 8 CO2 CHARGE EXAMPLE	90
SCHEDULE 9 INTERNAL USE LIMIT	91
SCHEDULE 10 LNG VESSEL SPECIFICATIONS	94
SCHEDULE 11 CONDITIONS OF USE.....	96

THIS AGREEMENT is made on _____ 2023 (the “**Effective Date**”)

BETWEEN:

- (1) **DEUTSCHE ENERGY TERMINAL GMBH**, a company incorporated under the laws of Germany whose registered office is at Breite Strasse. 3, 40213 Düsseldorf, Germany (the “**Operator**”); and
- (2) **[BIDDER]**, a corporation organized and existing under the laws of [●] with its registered office at [●] (the “**User**”).

RECITALS:

- (A) The German Federal Government has chartered several floating storage and regasification units in order to enable LNG flows into Germany. The Operator has been tasked by the German Federal Government to operate the LNG import terminal in Stade, Germany, and to maximise the utilisation of the Terminal capacity in order to meet the legislative requirements of § 3 sentence 3 of the LNG Acceleration Act.
- (B) The User has acknowledged the importance placed by the German Federal Ministry of Economic Affairs and Climate Action on the delivery of LNG volumes to the Terminal and the aim of fully utilizing the Terminal capacity.
- (C) The User therefore wishes to receive LNG unloading, storage and regasification services from the Operator at the Terminal subject to the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

“**Acceptable Credit Rating**” means a long term foreign currency issuer’s credit rating or a long term foreign currency corporate credit rating of at least “BBB-” or higher by S&P Global Inc. (or any successor entity) or “Baa3” by Moody’s Investor Services Inc. (or any successor entity).

“**Acceptable Financial Institution**” means a first class international bank having a registered office in a country of the European Union with a senior unsecured foreign currency debt rating of at least “A-” or higher by S&P Global Inc. (or any successor entity) or “A3” by Moody’s Investor Services Inc. (or any successor entity) and which is reasonably acceptable to the Operator.

“**Acceptable Guarantor**” means a Guarantor having an Acceptable Credit Rating.

“**Actual Laytime**” means the period of time (in hours) used in unloading an LNG Vessel, which commences at the commencement of Allowed Laytime under Clause 7.5.1 and shall continue to run until the time when:

- (a) the last flange of the FSRU’s unloading flexible hoses and vapour return-line is disconnected from the LNG Vessel’s manifold presentation flanges; and
- (b) the Operator notifies (or causes a notification to be given to) the User (or the master of the LNG Vessel) that the LNG Vessel is (from the standpoint of the Operator or the FSRU Owner) in all respects ready to leave the berth.

“**Additional LC**” has the meaning given in Clause 17.3.1(b).

“**Adverse Weather Conditions**” means weather and/or sea conditions actually experienced that are, or are reasonably anticipated by the Port Authority and/or Harbour Master to become, sufficiently severe:

- (a) to delay or prevent the FSRU or an LNG Vessel from proceeding to berth, unloading, or departing from berth due to published rules and regulations in effect at the port or place or by order of the port master; or
- (b) to cause an actual determination by (i) the master of an LNG Vessel, the FSRU Master, the Harbour Master or the Port Authority that it is unsafe for the LNG Vessel to berth, remain at berth, unload, or depart from berth and/or (ii) the FSRU Master, the Harbour Master or the Port Authority that it is unsafe for the FSRU to berth, remain at berth, remain hooked-up as part of the Terminal, perform any of the Services or depart from berth.

“**Affected Party**” has the meaning given in Clause 15.1.1.

“**Affiliate**” means, with respect to any Person, any other Person which any affiliated entity within the meaning of Section 15 *et seqq.* German Stock Corporation Act (*Aktiengesetz – AktG*); *provided* that the Operator and the User shall be deemed not to be Affiliates for purposes of this Agreement; *provided, further* that neither Party shall be deemed to be an Affiliate of any Governmental Authority.

“**Agreement**” means this Terminal Use Agreement, including all Schedules hereto, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“**Allowed Laytime**” has the meaning given in Clause 7.5.1.

“**Allowed Unloading Time**” has the meaning given in Clause 7.7.1.

“**Amended Regasification Rate**” has the meaning given in Clause 4(i) of Schedule 4 (*Gas Nomination Procedures*).

“**AML Law**” means, in relation to money laundering or terrorism, any treaty, law (including the common law), statute, ordinance, code, rule, regulation, guidelines, license, permit requirement, order or determination of any Governmental Authority, and the interpretation or administration thereof, in each case applicable to or binding upon the relevant Party.

“**Ancillary Services**” has the meaning given in Clause 3.3.1.

“**Anti-Corruption Laws**” means any and all of the following:

- (a) the applicable anti-corruption, anti-money laundering and/or terrorist financing laws of Germany (in particular of the German Criminal Code (*Strafgesetzbuch – StGB*)) and the European Union;
- (b) the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act 1977;
- (c) OECD convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- (d) with respect to each Party, all laws relating to combating bribery and corruption, anti- money laundering and/or terrorist financing in the countries of such Party’s place of incorporation, place(s) of business, and/or place of registration as an issuer of securities, and/or in the countries of such Party’s ultimate parent entity’s place of incorporation, principal place of business, and/or place of registration as an issuer of securities; and

- (e) the anti-corruption, anti-money laundering and/or terrorist financing laws of the place of performance by a Party of any activities related to this Agreement.

“**Applicable Law**” means any applicable law (including any zoning law or ordinance or any environmental law), treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorisation, direction, requirement, decision or agreement of, with or by any Governmental Authority.

“**Approved LNG Vessel**” means an LNG Vessel that is determined to be compatible with the Terminal in accordance with the LNG Vessel Inspection and Approval Procedures and Schedule 10 (*LNG Vessel Specifications*).

“**Authorisation**” means any authorisation, consent, approval, permit, concession, certification, resolution, license, exception, filing, notarisation or regulation required by any Governmental Authority for the operation of the FSRU.

“**Base LC**” has the meaning given in Clause 17.2.1.

“**BGB**” means the German Civil Code (*Bürgerliches Gesetzbuch*).

“**Boil Off**” means the vapour which results from vaporisation of LNG in the FSRU’s or the LNG Vessel’s cargo tanks.

“**Bunkers**” means fuel oil, diesel oil, LNG, gas oil and low sulphur or ultra-low sulphur variants thereof.

“**Business Day**” means any day other than a Saturday, Sunday or federal public holiday in Germany.

“**Cargo**” means a quantity of LNG expressed in m³ carried by an LNG Vessel in relation to which the Operator renders the Services to the User.

“**Change in Law**” means the occurrence of any of the following after the date of execution of this Agreement, which directly affects the performance of the obligations of a Party under this Agreement:

- (a) the enactment of any new Applicable Law (but excluding any such new Applicable Law enacted but not yet put into force at the date of execution of this Agreement), or the imposition of authorisations not required as at the date of execution of this Agreement;
- (b) the modification or repeal of any existing Applicable Law;
- (c) the commencement of any Applicable Law which has not become effective on the date of execution of this Agreement; or
- (d) a change in the interpretation or application by any Governmental Authority of any Applicable Law.

“**Charter**” means the time charterparty and LNG storage and regasification agreement between the Operator and the FSRU Owner in respect of the FSRU.

“**Class**” means the classification of the FSRU issued by the Classification Society.

“**Classification Society**” means American Bureau of Shipping, or another internationally recognized classification society that is a member of International Association of Classification Societies and that has previous experience with floating, storage and regasification units.

“**Community**” has the meaning given in Clause 8.6.1(b).

“**Conditions of Use**” means the conditions of use, including rules and procedures, applicable to LNG Vessels calling at and unloading or loading LNG at the FSRU that relate to safety, insurance, liability, and the technical and operational requirements for such LNG Vessels, on the terms set out in Schedule 11 (*Conditions of Use*) (as may be amended from time to time by the Operator, provided that the amended Conditions of Use shall meet the requirement of members of the International Group of P&I Clubs).

“**Confidential Information**” means the terms and conditions of this Agreement and all other documents and agreements contemplated thereby, together with any and all data, reports, records, correspondence, notes, compilations, studies and other information relating to or in any way connected with this Agreement and all other documents and agreements contemplated thereby or relating to the Parties and their respective Affiliates (as applicable), that is disclosed directly or indirectly by or on behalf of the disclosing Party or any of its Representatives to the receiving Party or any of its Representatives, whether such information is disclosed orally or in writing.

“**Connecting Pipeline**” means a high pressure Gas pipeline (including high pressure gas unloading arms, associated valves and pipes, etc.) for the purpose of transporting Gas from the FSRU to a gas metering station at the delivery point into the national grid. The Connecting Pipeline to be connected to the high pressure gas manifold of the FSRU with any of the three (3) high pressure gas unloading arms.

“**Consequential Loss**” means any and all incidental, consequential, indirect, special, punitive or exemplary Damages of whatever kind and nature arising under or in connection with this Agreement and/or Damages (whether direct or indirect) relating to:

- (a) loss, termination, cancellation or non-renewal of any contract;
- (b) claims for loss of production, profit or revenue or business interruption;
- (c) loss or reduction of use of property or machinery (including pipelines, liquefaction plant, vessel or storage tanks); and
- (d) partial or total failure in performance or delayed performance under any contract (including any downstream gas sales agreement, LNG sale and purchase agreement, LNG Vessel charters and tug charters), including any non-delivery, under delivery or off-specification delivery,

in each case arising under or in connection with this Agreement, Regardless of Cause and whether or not foreseeable at the date of this Agreement, and provided always that “Consequential Loss” shall not include sums payable to the Operator for the Services or pursuant to Clauses 7.2.8 or 14 or payments due by way of liquidated damages provided for in this Agreement.

“**Constructive Total Loss**” means any event which is determined by the underwriters under the FSRU Owner’s hull and machinery insurance policy (excluding any “total loss only” coverage) to be constructive, compromised or arranged total loss of the FSRU for the purposes of such policy.

“**Cost**” means any actual and documented costs or expenses properly incurred by a Party including any fees or expenses of its legal advisors and other expenses incurred in connection with investigating or defending any claim, action or other proceeding; and any liability, damages and/or loss including any penalties, fines or reasonable settlements or similar amounts incurred by a Party.

“**Daily Nomination**” means the daily nomination during an Unloading and Regasification Slot by the User of a quantity of Gas (in kWh/hour) for each hour in the succeeding Gas Day to be delivered at the Gas Delivery Point, which shall be made in good faith and in accordance with Schedule 4 (*Gas Nomination Procedures*).

“**Daily Nomination Notice**” has the meaning given in Clause 3(i) of Schedule 4 (*Gas Nomination Procedures*).

“**Damages**” collectively any and all claims, liabilities, obligations, losses, damages, deficiencies, assessments, judgments, penalties, fines, actions, suits, out-of-pocket costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees and costs and expenses).

“**Delivery**” means the receipt and unloading of a Cargo at the FSRU, its temporary storage as LNG in the Terminal, and its regasification and send-out as Gas at the Gas Delivery Point and into the GPN.

“**Demurrage Rate**” means one hundred thousand US Dollars (USD 100,000) per day, which shall be pro-rated for parts of a day.

“**DIS**” means the German Institute for Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.*).

“**DIS Rules**” means the 2018 DIS Arbitration Rules (*Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V. in der seit 1. März 2018 geltenden Fassung*).

“**Dispute**” means any dispute, controversy or claim arising out of or in connection with this Agreement, including disputes concerning its existence, its validity and any non-contractual obligation.

“**Effective Date**” has the meaning given in the preamble to this Agreement.

“**Emissions Certificates**” means CO₂ emission certificates under the EU Emissions Trading System.

“**End Date**” means the ‘End Date’ for an Unloading and Regasification Slot as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

“**Energy Tax**” means any tax, duty or levy imposed or applied by any Governmental Authority in Germany at any time in respect of consumption of Gas or Bunkers consumed in the Terminal pursuant to German law, e.g., *Energiesteuergesetz* or *Stromsteuergesetz*.

“**ETA**” has the meaning given in Clause 7.3.1.

“**ETA Notice**” has the meaning given in Clause 7.3.1.

“**EURIBOR**” means:

- (a) the percentage rate per annum determined by the Banking Federation of the European Union for the relevant period; or
- (b) (if no such rate has been determined for the relevant period) the arithmetic mean of the rates (rounded upwards to four decimal places) supplied to the Operator at its request and quoted by a reference bank to leading banks in the European interbank market,

in each case, as of the specified time on the day of determination for the offering of deposits in Euro for a period of one (1) month. If this rate is less than zero (0), then the rate will be deemed to be zero (0).

“**Euro**” or “**€**” means the euro, the currency of the European Monetary Union.

“**Event of Force Majeure**” has the meaning given in Clause 15.1.1.

“**Excluded Services**” has the meaning given in Clause 3.4.1.

“**Expected Internal Use**” means the quantity of LNG that Operator expects, acting as a Reasonable and Prudent Operator, to be consumed for Internal Use, as notified from time to time by the Operator to the User pursuant to Clause 5.8.1(b).

“**Expert**” means any Person appointed in accordance with Clause 19.2.

“**Flag State**” means the Republic of Malta (being the FSRU’s flag state as at the date of this Agreement), as the same may be changed by notification from the Operator to the User.

“**FSRU**” means the floating storage and regasification unit with IMO number 9861811 which as of the Effective Date is known as the *Transgas Force* (unless such unit is substituted by another vessel and, if so substituted, that substituted FSRU is “the” FSRU for the purposes of this Agreement) to be moored at the Port and that will form part of the Terminal.

“**FSRU Master**” means the designated master of the FSRU from time to time, as determined by the Operator and notified to the User.

“**FSRU Owner**” means the owner of the FSRU, which as of the Effective Date is Cardinal Marine Limited.

“**FSRU Site**” a Jetty, and/or the regasified LNG off-loading infrastructure on a jetty and the zone surrounding a jetty and the FSRU (including the waters) designated for the FSRU and LNG vessels in a Port.

“**Gas**” means any hydrocarbon or mixture of hydrocarbons and other gases consisting primarily of methane which, at reference conditions of a temperature (combustion / measurement) of 25/0°C and a pressure of 1.01325 bar, is, or is predominantly, in the gaseous state and, unless the context requires otherwise, means natural gas resulting from regasification or Boil Off.

“**Gas Accounting Procedure**” means the procedure for inventory and Internal Use accounting as developed by the Operator and including rules for unit conversions.

“**Gas Day**” means the period of time beginning at 06:00 hours on any calendar day and ending at 06:00 hours on the immediately following calendar day, and the date of any Gas Day shall be the date of the calendar day on which it begins.

“**Gas Delivery Point**” means the point of interconnection between the Terminal’s gas pipeline and the Gas metering station of the GPN.

“**Gas Pipeline Network**” or “**GPN**” means the high-pressure natural gas pipeline transmission network which is connected to the Terminal and operated by the GPN Operator.

“**Gas Specifications**” means the specifications for Gas delivered at the Gas Delivery Point set out in Part 2 of Schedule 2 (*LNG and Gas Specifications*).

“**Gas Throughput Charge**” has the meaning given in Clause 4.1.1(a).

“**Gas Throughput Service**” has the meaning given in Clause 3.1.1.

“**GIIGNL**” means the International Group of Liquefied Natural Gas Importers.

“**Governmental Authority**” means

- (a) any court of competent jurisdiction and any national, regional, municipal, local or supra national agency, authority, inspectorate, minister, ministry, official or public or statutory person

(whether autonomous or not), including, for the avoidance of doubt, any subdivision, agency, board, department, commission or authority thereof;

- (b) any maritime and other applicable authorities of the country under which the FSRU is registered (which, as at the date of this Agreement, are the laws of the Marshall Islands and the flag of Malta);
- (c) any maritime and other applicable authorities at the FSRU Site (including the Port Authority and Harbour Master);
- (d) the IMO; and
- (e) any other governmental, energy, maritime, port, terminal or other applicable authority having jurisdiction over the FSRU or the Terminal or as the case may require, FSRU Owner or Operator or the User or any Affiliates or agents thereof.

“**GPN Operator**” means the operator of the Gas Pipeline Network which, as at the Effective Date, is Gasunie Deutschland Transport Services GmbH.

“**Guarantor**” means an Affiliate of the User which issues a Parent Company Guarantee.

“**Harbour Master**” means a Person from time to time appointed by the relevant local authority as the operator of the Port, to exercise the duties of the harbour master of the Port (being the person who is responsible for the safety and efficiency of vessel movements in the Port).

“**HGB**” means the German Commercial Code (*Handelsgesetzbuch*).

“**HSSE**” means health, safety, security and environment.

“**IMO**” means the International Maritime Organisation or any successor body of the same.

“**Income Tax**” means any tax based upon profit, net income or any similar measure, with the express exclusion of any Withholding Tax.

“**Internal Use**” means (a) Boil Off or LNG used as main fuel in engines and boilers which are required for power and for heating purposes to the systems of the FSRU, (b) excess Boil Off combusted in the boilers and (c) (to the extent not otherwise included in (a) or (b)) Natural Boil-Off.

“**Internal Use Limit**” means the relevant limit set out in Schedule 9 (*Internal Use Limit*).

“**International LNG Vessel Standards**” means those standards and practices, from time to time applicable to the ownership, design, equipment, operation and/or maintenance of LNG vessels, including those established by the IMO, the OCIMF, International Group of Liquefied Natural Gas Importers (GIIGNL), SIGTTO and the International Navigation Association (PIANC) (or any successor body of the same) and/or any other internationally recognised agency or organisation with whose standards and practices it is customary for international operators of such LNG vessels or facilities to comply, it being agreed that in the event of a conflict between a mandatory Applicable Law and a standard or practice referred to in this definition, the Applicable Law will prevail.

“**International Terminal Standards**” means those standards and practices from time to time in force applicable to the ownership, design, equipment, operation and/or maintenance of floating storage and regasification units and berthing, loading and unloading facilities, including those established by the IMO, the OCIMF, GIIGNL or SIGTTO (or any successor body of the same) and/or any internationally recognised agency or organisation with whose standards and practices it is customary for international operators of such floating storage and regasification units or facilities to comply, it being agreed that in

the event of a conflict between a mandatory Applicable Law and a standard of practice referred to in this definition, the Applicable Law will prevail.

“**Intraday Nomination Notice**” has the meaning given in Clause 4(i) of Schedule 4 (*Gas Nomination Procedures*).

“**Invoice**” means an Operator Invoice or a User Invoice.

“**Jetty**” means any jetty operated by the Operator located in the Port.

“**kWh**” means one kilowatt hour or three million six hundred thousand (3,600,000) joules.

“**Letter of Credit**” means an irrevocable standby letter of credit in substantially the form set out in Schedule 5 (*Form of Letter of Credit*), with any changes to such form acceptable to the Operator (acting reasonably).

“**LNG**” means Gas liquefied by cooling and which is in a liquid state at or near atmospheric pressure.

“**LNG Custody Manual**” means the LNG Custody Manual published by GIIGNL.

“**LNG Receipt Point**” means the point at which the coupler of each of the LNG loading flexible hoses of the FSRU joins the flange of the manifold of the LNG Vessel.

“**LNG Specifications**” means the specifications for LNG delivered at the LNG Receipt Point set out in Part 1 of Schedule 2 (*LNG and Gas Specifications*).

“**LNG Vessel**” means any vessel nominated or to be nominated by User, and approved or to be approved by Operator, that loads or unloads LNG at the Terminal or otherwise receives any services provided by the Operator.

“**LNG Vessel Inspection and Approval Procedures**” means the procedures for vetting, inspecting and approving LNG Vessels for use at the Terminal to be included in the Terminal Operating Manual.

“**Loss**” means any loss, liability, damage, claim, demand, action, causes of action (in rem or in personam), proceedings, fines, penalties, liens, encumbrances, obligations, costs, interest, expenses (including legal costs and expenses), judgments, awards and liabilities of every kind and nature whatsoever, whether created by law, contract, tort, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with this Agreement or any transactions contemplated under this Agreement.

“**m³**” means, in relation to LNG, the quantity of LNG occupying a volume of one (1) cubic meter.

“**Maximum LNG Regasification Rate**” has the meaning given in Clause 5.4.7.

“**Minimum Inventory**” means a quantity of 6,500 m³ of LNG or such reduced quantity as may be notified by Operator, being the quantity of LNG which the Operator, acting as a Reasonable and Prudent Operator, determines must be present in the FSRU on a continuous basis in order to maintain the temperature of the FSRU’s cargo tanks and unloading and processing lines at the level necessary to maintain safe and controlled operations at the Terminal.

“**Minimum Quantity**” means one hundred and twenty-five thousand cubic meters (125,000 m³).

“**MMBtu**” means one million (1,000,000) BTU, where “**BTU**” means the amount of heat equal to one thousand and fifty-five decimal zero six (1,055.06) joules.

“**MMscf**” means one million (1,000,000) “SCF” where “SCF” means the quantity of dry ideal Gas, at a temperature of sixty degrees Fahrenheit (60°F) and a pressure of fourteen decimal six nine six (14.696) pounds per square inch, contained in a volume of one (1) cubic foot, and “**MMscfd**” means MMscf per day.

“**Month**” means each calendar month during the Term; *provided* that:

- (a) the first month means the period beginning on the first day of the Term and ending on the last day of the calendar month during which the first day of the Term occurred; and
- (b) the last month means the period beginning on the first day of the calendar month in which the Term expires or terminates and ending on the last day of the Term.

“**Monthly Nomination Notice**” has the meaning given in Clause 2(i) of Schedule 4 (*Gas Nomination Procedures*).

“**MWh**” means one megawatt hour or three billion six hundred million (3,600,000,000) joules.

“**Natural Boil-Off**” means Boil Off from the LNG in the FSRU.

“**Nomination**” means a Daily Nomination or a nomination made pursuant to an Intraday Nomination Notice.

“**Non-Permitted Service Reduction**” has the meaning given in Clause 6.3.1.

“**Notice of Readiness**” has the meaning given in Clause 7.3.6.

“**OCIMF**” means the Oil Companies International Marine Forum, or any successor body of the same.

“**Off-Specification Gas**” has the meaning given in Clause 9.1.2.

“**Off-Specification LNG**” has the meaning given in Clause 8.1.2.

“**Operator**” has the meaning given in the preamble to this Agreement.

“**Operator Event of Default**” has the meaning given in Clause 16.2.1.

“**Operator Invoice**” has the meaning given in Clause 11.1.1.

“**Operator Liability Cap**” has the meaning given in Clause 12.3.1.

“**Operator Party**” means (i) the Operator, and (ii) the FSRU Owner (and the operator of the FSRU), and all of their respective shareholders, representatives, Affiliates, agents, advisors, contractors, subcontractors, suppliers of any tier and licensees, and each of their respective officers, directors, employees, successors and assigns; *provided* that any agents, advisors, contractors, subcontractors, suppliers and licensees shall only be an Operator Party to the extent that they are acting on behalf of or are providing services to the Operator in connection with the Operator providing the Services.

“**Other Maintenance**” means maintenance or repairs on the FSRU, which are not set out in the Works Program.

“**Other User**” means any other Person that has entered into a terminal use agreement with the Operator in substantially the same form as this Agreement.

“**Parent Company Guarantee**” means a guarantee issued in favour of the Operator in substantially the form set out in Schedule 6 (*Form of Parent Company Guarantee*).

“**Parties**” means the Operator and the User, and “**Party**” means either one of them.

“**Peak Capacity**” means seven hundred and fifty (750) MMscf per day.

“**Permitted Gas Loss**” means quantities of Gas which are lost or consumed as a result of:

- (a) Off-Specification LNG (including high temperature LNG) delivered to the FSRU by the User; or
- (b) any act or omission of any User Party.

“**Permitted Maintenance Allowance**” has the meaning given in Clause 6.2.1(a).

“**Permitted Recipients**” has the meaning given in Clause 18.2.2.

“**Permitted Service Reduction**” has the meaning given in Clause 6.2.1.

“**Person**” means any individual, firm, corporation, stock company, limited liability company, trust, partnership, association, joint venture, or other business.

“**Pilot Boarding Station**” means, with respect to the Port, the location designated by the Harbour Master for the boarding of duly authorised pilots onto the LNG Vessel.

“**Port**” means the Port of Stade in Germany.

“**Port Admissions Policy**” means the policy for the admission of sea-faring vessels into the Port.

“**Port Authority**” means the port authority for the Port which, as of the Effective Date, is Niedersachsen Ports GmbH & Co. KG.

“**Port Charges**” all charges of whatsoever nature (including garbage disposal, wharfage, taxes, levies, rates, tolls and dues of every description) in respect of any LNG Vessel entering, arriving or staying at or leaving the FSRU Site or the Port, including charges imposed by fire boats, tugs and escort vessels, any Governmental Authority, a pilot, or any other person assisting any LNG Vessel to enter, arrive at or leave the FSRU Site or port or any other location.

“**Port Regulations**” means:

- (a) the licenses, permits, rules and regulations and by-laws issued from time to time by the Port Authority, the Harbour Master or any other Governmental Authority governing the use of the Port, including the Port Admissions Policy; and
- (b) the practices and procedures employed from time to time by the Port Authority and the Harbour Master in the operation of the Port.

“**Previous Port**” means in relation to an LNG Vessel for a Cargo to be unloaded at the FSRU, the port at which such Cargo is loaded onto the LNG Vessel.

“**Pro Rata Share**” means a percentage equal to the quantity of Gas (in kWh) delivered to the User at the Gas Delivery Point over a given period in accordance with the provisions of this Agreement, divided by the total quantity of Gas (in kWh) delivered at the Gas Delivery Point over the same period.

“**Reasonable and Prudent Operator**” means a Person seeking in good faith to perform its covenants or obligations under this Agreement and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily

be expected from a skilled and experienced operator complying with all Applicable Laws and engaged in the same type of undertaking under the same or similar circumstances.

“Reasonable and Prudent User” means a person seeking in good faith to perform its covenants or obligations under this Agreement and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced user of LNG facilities and LNG vessels complying with all Applicable Laws and engaged in the same type of undertaking under the same or similar circumstances.

“Regardless of Cause” means whether or not any Damages are asserted to have arisen by virtue of tort (including negligence of any degree), breach of statutory duty, breach of contract (including repudiation of this Agreement) or quasi-contract, strict liability, breach of representation or warranty (express or implied), breach of any Applicable Laws, regulations, rules or orders of any Governmental Authority having jurisdiction, and (save where otherwise stated in this Agreement) regardless of any Wilful Misconduct on the part of the Party or other Person seeking indemnity (or, as the case may be, seeking to enforce an exclusion or limitation of liability) for the avoidance of doubt.

“Regasified LNG” means Gas derived from the conversion of LNG from its liquid state to a gaseous state.

“Relevant Person” means each of the Parties and their respective Affiliates and any such Person’s Representatives.

“Replacement Guarantee” has the meaning given in Clause 17.3.1(a).

“Representatives” means with respect to a Person, the directors, officers, employees, agents, accountants, consultants, attorneys and advisors of that Person.

“Response Time” has the meaning given in Clause 4(ii) of Schedule 4 (*Gas Nomination Procedures*).

“Restricted Party” means a person:

- (a) that is listed on any Sanctions List or targeted by Sanctions (whether designated by name or by reason of being included in a class of Person);
- (b) that is domiciled, registered as located or having its main place of business in, or is incorporated under the laws of, a country or territory which is the target of comprehensive, country- or territory-wide Sanctions;
- (c) that is directly or indirectly owned or controlled by or acting on behalf, at the direction or for the benefit of, a Person referred to in (a) and/or (to the extent relevant under Sanctions) (b) above; or
- (d) with which a provider of finance in respect of the FSRU is prohibited from dealing or otherwise engaging in a transaction for reasons related to compliance with Sanctions.

“Sanctions” means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority.

“Sanctions Authority” means the Federal Republic of Germany, the United Kingdom, the United Nations, the European Union, the Flag State, the United States of America and any authority acting on behalf of any of them in connection with Sanctions.

“Sanctions Laws” means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority.

“Sanctions List” means:

- (a) the lists of Sanctions designations and/or targets maintained by any Sanctions Authority (including the Specially Designated Nationals and Blocked persons list maintained by the United States of America, and the Consolidated List of Financial Sanctions Targets maintained by the United Kingdom); and/or
- (b) any other Sanctions designation or target listed and/or adopted by a Sanctions Authority,

in all cases, from time to time.

“Sanctions Restricted Person” includes any Person or LNG Vessel that is (a) designated by the United States as a Specially Designated National & Blocked Person (SDN), and the Consolidated List of Financial Sanctions Targets maintained by the United Kingdom; (b) designated under any of the Sanctions Laws issued by the European Union or any of its member states; (c) otherwise subject to any Sanctions Laws issued by the United States, the European Union or any member state, or the United Kingdom which would prohibit the relevant transactions to be entered into or performed under this Agreement; (d) designated under any of the Sanctions Laws issued by the HM Treasury; (e) owned or controlled, directly or indirectly fifty percent (50%) or more by any person(s) referred to under (a) and/or (b) and/or (c) (individually or in combination); or (f) is otherwise subject to any Sanctions Laws; domiciled, registered as located or having its main place of business in, or is incorporated under the laws of, a country or territory which is the target of comprehensive, country- or territory-wide Sanctions.

“Scheduled Arrival Window” means, for a particular LNG Vessel and Unloading and Regasification Slot, a period of twenty-four (24) hours for the arrival of the LNG Vessel at the Pilot Boarding Station beginning at 00:00 hours one (1) day prior to the start of the respective Unloading and Regasification Slot.

“Scheduled Works” means inspection, maintenance, repair or modification of the Terminal set out in the Works Program.

“Service Charges” has the meaning given in Clause 4.1.1.

“Services” means the Gas Throughput Services and the Ancillary Services.

“Ship-Shore Compatibility Studies” or **“SSCS”** has the meaning given in Clause 7.2.2.

“SIGTTO” means the Society of International Gas Tanker and Terminal Operators or any successor body of the same.

“SIRE Report” means a ship inspection program report in respect of an LNG Vessel, made pursuant to the program established by OCIMF.

“Spacing Rule” means the requirement that an unloading operation for an LNG vessel shall not be scheduled to start within a period of twenty-five (25) hours following the end of the unloading operation for the previous LNG vessel (or such shorter period as the Operator can accommodate, acting reasonably).

“Start Date” means the ‘Start Date’ for an Unloading and Regasification Slot as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

“Surveyor” has the meaning given in Clause 3.2 of Schedule 3 (*LNG and Gas Measurement and Testing Procedures*).

“**Tax**” or “**Taxes**” means all forms of taxation (including VAT) and statutory, governmental, supra-governmental, state, principal, local governmental or municipal impositions, duties, contributions and levies, imposts, tariffs, royalties, fees and rates, in each case, wherever imposed, and all penalties, charges, costs and interest payable in connection with any failure to pay or delay in paying, excluding Port Charges, Income Tax and Withholding Tax.

“**Term**” has the meaning given in Clause 2.1.

“**Terminal**” means the LNG receiving terminal facility to be developed, maintained and operated by or on behalf of the Operator in Stade, Germany (including the berthing and unloading facilities, the FSRU and all equipment and facilities related thereto) necessary to provide the Services, including any modification or expansion thereof.

“**Terminal Infrastructure**” means all infrastructure (including, but not limited to, any Jetty and LNG off-loading infrastructure on such Jetty) necessary at the FSRU Site for the delivery of regasified LNG from the FSRU at the junction point on the flange connecting each unloading manifold on the FSRU with the relevant flange coupling of the Operator’s gas receiving system which is connected with the Connecting Pipeline and the high pressure Gas transmission system to which the FSRU connects (including the Connecting Pipeline).

“**Terminal Operating Manual**” means the written procedures governing the operations of the Terminal developed, maintained and amended by the Operator acting as a Reasonable and Prudent Operator.

“**Terminal Users**” means the User and any Other Users.

“**THE DA Price**” means, in respect of any relevant date, the arithmetic average of the bid and offer prices (expressed in EUR per MWh) published in the ICIS Heren European Spot Gas Markets Report in respect of such date under the heading ‘THE Price Assessment’ and for the period ‘Day-ahead’; provided that if the relevant date is a Saturday or a Sunday, then the price for the period ‘Weekend’ shall apply. If the Day-Ahead THE ‘Bid’ and ‘Offer’ prices are not available in respect of any relevant date, the applicable price in respect of such date shall be the average of the relevant Day-Ahead THE ‘Bid’ and ‘Offer’ prices (in EUR per MWh) as last published in the ICIS Heren European Spot Gas Markets Report.

“**Total Loss**” means, in respect of the FSRU, its actual total loss or a Constructive Total Loss.

“**Total Loss Date**” means:

- (a) in the case of an actual total loss of the FSRU, the date on which the FSRU was lost, but in the event of the date of the loss being unknown, the date on which the FSRU was last reported;
- (b) in the case of a Constructive Total Loss, the date on which notice of abandonment of the FSRU is given to the insurers of the FSRU for the time being (provided a claim for total loss is admitted by such insurers) or, if such insurers do not admit such a claim, the date on which a Total Loss is subsequently adjudged by a competent court of law to have occurred.

“**Transporter**” means any Person who owns, operates and or contracts with User for the purposes of providing or operating any of the LNG Vessel(s).

“**Unloading and Regasification Period**” means all periods of time for unloading and regasification within one Month which are assigned to the User, as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) (as Schedule 1 may be amended pursuant to this Agreement).

“**Unloading and Regasification Slot**” means a slot allocated to the User for the unloading of the User’s Cargo at the Terminal and the associated send-out of Regasified LNG.

“**US Dollars**” or “**USD**” or “**US\$**” means United States Dollars, the lawful currency of the United States of America.

“**User**” has the meaning given in the preamble to this Agreement.

“**User Event of Default**” has the meaning given in Clause 16.1.1.

“**User Invoice**” has the meaning given in Clause 11.1.2.

“**User Party**” means the User, its representatives, Affiliates, agents, advisors, contractors, subcontractors, suppliers of any tier and licensees, and each of their respective officers, directors, employees, successors and assigns, *provided* that any agents, advisors, contractors, subcontractors, suppliers and licensees shall only be a User Party to the extent that they are acting on behalf of or are providing services to the User in connection with this Agreement in the context where the term is used.

“**User’s Inventory**” means in respect of the User, at any given time, the quantity (in m³, MMBtu and kWh) that represents LNG and Regasified LNG held for the User’s account at the Terminal, excluding Expected Internal Use in respect of the relevant Unloading and Regasification Slot, as notified by the Operator to the User from time to time.

“**Variable Charges**” has the meaning given in Clause 4.2.1.

“**VAT**” means value added tax as provided for in the Value Added Tax Act (*Umsatzsteuergesetz*) of the Federal Republic of Germany and legislation (whether delegated or otherwise) supplemental thereto or in any primary or subordinate legislation promulgated by the European Union or any body or agency thereof and any tax similar or equivalent to VAT imposed by any country other than the Federal Republic of Germany and any similar or turnover tax replacing or introduced in addition to any of the same.

“**Wilful Misconduct**” means:

- (a) any act or omission (whether sole, joint or concurrent) by the relevant Person which was intended to cause, or which was in reckless disregard of, or wanton indifference to, harmful consequences such Person knew, or should have known, such act or failure would have on the safety of personnel or property of the other Person (provided that “Wilful Misconduct” shall not include any intentional act or omission where the relevant Party’s good faith intention is to avoid or mitigate more serious harmful consequences); or
- (b) any act or omission (whether sole, joint or concurrent) by the relevant Person which was a deliberate and intentional breach of such Party’s material obligations under this Agreement (for which purpose a “material obligation” is an obligation the breach of which substantially deprives the other Person of the benefit which it would otherwise derive from a substantial portion of this Agreement).

“**Withholding Tax**” means a tax on income required by any applicable tax law of a country and withheld or deducted at source by the payer from a payment made to a Person resident outside that country.

“**Works Program**” has the meaning given in Clause 6.1.1.

1.2 Interpretation

- 1.2.1 Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice versa, and a reference to any gender shall include a reference to the other gender.

- 1.2.2 The Schedules attached hereto shall form part of this Agreement. Unless the context otherwise requires, a reference to the preamble, any clause or schedule shall be to the preamble, Clause or Schedule of this Agreement.
- 1.2.3 The headings of the Clauses and Schedules in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 1.2.4 The words ‘include’ or ‘including’ shall be deemed to be followed by ‘without limitation’ or ‘but not limited to’ whether or not they are followed by such words.
- 1.2.5 Any reference to a ‘day’ shall be construed as a calendar day (including Saturdays, Sundays and legal holidays in the location of the party charged with the action to which the number of days expended is relevant).
- 1.2.6 Any reference in this Agreement to this Agreement or any other agreement or document is a reference to this Agreement or, as the case may be, the relevant other agreement or document as from time to time amended, supplemented or novated.
- 1.2.7 References to time are to German time, based on a twenty-four (24)-hour clock.
- 1.2.8 References to any ordinance or statute shall be deemed to be references to that ordinance or statute as from time to time amended or re-enacted and shall include subsidiary legislation made thereunder.

2. TERM

2.1 Term

The Operator shall provide the Services to the User in respect of all Unloading and Regasification Slots allocated to the User from 1 April 2024 until 31 December 2024, unless this Agreement is terminated earlier in accordance with its terms (the “**Term**”).

3. THE SERVICES

3.1 Gas Throughput Services

3.1.1 The Operator shall make available to the User the following services (the “**Gas Throughput Service**”) in respect of each Unloading and Regasification Slot allocated to the User:

- (a) allowing unloading and receipt of the User’s LNG in accordance with Clause 3.1.3;
- (b) regasification and send-out of the User’s LNG in accordance with Clause 5.4; and
- (c) transportation and delivery of Regasified LNG to the Gas Delivery Point.

3.1.2 Details of the Unloading and Regasification Slots allocated to the User are set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

3.1.3 Subject to the remaining provisions of this Agreement the Operator shall make available, and the User shall be obliged to use, the Unloading and Regasification Slots that are allocated to the User, as set out in Schedule 1 (*Allocated Unloading and*

Regasification Slots) by delivering at least the Minimum Quantity in respect of each such Unloading and Regasification Slot.

3.2 **Interruptible Services**

- 3.2.1 If requested by the User, the Operator shall on any day provide to the User delivery capacity in the FSRU above the Maximum LNG Regasification Rate up to Peak Capacity (the “**Interruptible Services**”) on an interruptible basis.
- 3.2.2 The Operator will only offer Interruptible Services after first taking into account any Scheduled Works or Other Maintenance to be carried out on such day.
- 3.2.3 The Operator, acting as a Reasonable and Prudent Operator, may, without incurring any liability, interrupt or discontinue, in whole or in part, the provision of Interruptible Services by notice to the User.

3.3 **Ancillary Services**

- 3.3.1 During the Term, the Operator may make available to the User, if the Operator determines acting as a Reasonable and Prudent Operator that the provision of such services would not have an adverse effect on the operations at the Terminal or on any other Terminal Users (and to the extent the Operator is in the possession of any license or permit that may be required), certain interruptible services (the “**Ancillary Services**”).
- 3.3.2 The User acknowledges that any Ancillary Services shall be provided on an interruptible basis, and the Operator may in its sole discretion and without incurring any liability interrupt or discontinue, in whole or in part, the provision of Ancillary Services by notice to the User for any reason.
- 3.3.3 In respect of any Unloading and Regasification Slot allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*), the Operator may make available to the User, subject to the consent of the FSRU Owner, reloading services in respect of LNG to be reloaded from the FSRU on such terms and subject to such requirements as may be acceptable to the Operator and the FSRU Owner.

3.4 **Excluded Services**

- 3.4.1 The Operator shall not make available to the User the following services (the “**Excluded Services**”):
 - (a) vessel and port related services, including pilotage, security clearances and security measures (including guard vessels), harbour and escort services and the provision of tugs, service boats, fire boats, and escort vessels, as are required to permit safe and efficient movement and mooring of the LNG Vessel in the Port;
 - (b) the construction, operation, ownership, maintenance, repair and removal of facilities downstream of the Gas Delivery Point;
 - (c) provision of, or assistance in securing, bunker fuel, vessel repairs and/or the delivery of ship’s stores and spare parts;

- (d) the marketing of Gas or Regasified LNG or natural gas liquids and all activities related thereto (except in connection with the exercise of the Operator's forced send-out rights);
 - (e) the transportation of LNG to the Terminal and/or the transportation of Gas beyond the Gas Delivery Point (including any entry bookings for the GPN);
 - (f) the injection of propane, nitrogen or air into any Regasified LNG upon send-out from the Terminal;
 - (g) gassing-up, cool-down or inerting services for LNG Vessels;
 - (h) treatment of LNG onboard the FSRU; and
 - (i) customs clearance in respect of any Cargo.
- 3.4.2 Notwithstanding Clause 3.4.1, the Operator shall use reasonable endeavours to assist the User in securing necessary services as are required by the User.

3.5 Performance Standard

- 3.5.1 The Operator shall perform its obligations under this Agreement (including providing the Services), or shall cause its obligations to be performed, to the standard of a Reasonable and Prudent Operator and in compliance with Applicable Law, HSSE requirements and International Terminal Standards. The Operator represents and warrants that it shall maintain in full force and effect for the duration of the Term all Authorisations and agreements (including the Charter) that are necessary for it to perform its obligations under this Agreement.
- 3.5.2 The User shall perform its obligations under this Agreement, or shall cause its obligations to be performed, to the standard of a Reasonable and Prudent User and in compliance with Applicable Law, HSSE requirements, and International LNG Vessel Standards.

3.6 Terminal Optimisation

- 3.6.1 The Operator shall use reasonable endeavours to optimise the operation, and maximise the efficiency, of the Terminal.
- 3.6.2 The Operator shall consult with the User regarding optimisation of operations as necessary. The Parties shall act reasonably in determining whether any actions in relation to optimisation should be implemented, *provided* that the Operator may not implement any optimisation without the User's consent (not to be unreasonably withheld) if such optimisation would be reasonably expected to have any material adverse effect on the User.

3.7 Terminal Operating Manual

- 3.7.1 The Operator and the User shall comply with the Terminal Operating Manual and with any amendments thereto in the performance of their respective rights and obligations under this Agreement.
- 3.7.2 To the extent the Operator, acting as a Reasonable and Prudent Operator, seeks to make any material amendments to the Terminal Operating Manual, the Operator shall provide the User with a draft of such amendments. The Operator shall provide

responses in good faith to any questions received by it from the User in relation to the draft amendments. The Operator shall use its reasonable endeavours to take into account any comments it receives from the User in relation to such draft amendments and shall ensure that any such amendments are consistent with standard industry practice and the provisions of this Agreement. In case of conflict between the terms of this Agreement and those of the Terminal Operating Manual, as amended from time to time, the terms of this Agreement shall prevail.

3.7.3 The Operator shall distribute the current version of the Terminal Operating Manual to the User upon making any amendments to the Terminal Operating Manual.

3.7.4 The User shall indemnify, defend and hold the Operator harmless from and against any Costs and Losses incurred by any Operator Party arising from any non-compliance or breach of the Terminal Operating Manual by the User, its Transporter and/or the LNG Vessel (including the master of the LNG Vessel).

3.8 Other Users' Terminal Use Agreements

The Operator shall ensure that any terminal use agreement executed with any Other User in connection with the same auction for rights to use the Terminal shall be in substantially the same form as this Agreement.

4. CHARGES

4.1 Service Charges

4.1.1 In consideration of the provision of Services to User, the Operator shall charge the User service charges (the "**Service Charges**") calculated as follows:

- (a) subject to Clause 4.1.2, for each MMBtu of Gas delivered at the Gas Delivery Point, the charge per MMBtu for the relevant Unloading and Regasification Slot set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) (the "**Gas Throughput Charge**");
- (b) the Variable Charges; and
- (c) the charges agreed between the Parties for any other Ancillary Services.

4.1.2 In respect of each Unloading and Regasification Slot, the User shall pay to the Operator the applicable Gas Throughput Charge for at least three million six hundred thousand (3,600,000) MMBtu and such obligation to pay shall be subject only to any Permitted Service Reduction or Non-Permitted Service Reduction (save where caused by any User Party). Such Gas Throughput Charge is payable without regard to whether or not LNG is actually delivered by the User to the LNG Receipt Point and whether or not the User is actually able to receive Gas at the Gas Delivery Point, provided that if such delivery of less than three million six hundred thousand (3,600,000) MMBtu is due to any Permitted Service Reduction (save where caused by any User Party) or Non-Permitted Service Reduction, the User shall pay the Gas Throughput Charge for the Gas Throughput Service actually used.

4.1.3 If the quantity of Gas actually delivered at the Gas Delivery Point is zero (0), then the Gas Throughput Charge qualifies as a consideration for the provision of the Unloading and Regasification Slot (Holding Fee – *Bereitstellungsgebühr*).

4.2 Variable Charges

- 4.2.1 The User shall pay to the Operator the following charges (the “**Variable Charges**”) which are incurred by the Operator or its shareholder to maintain the smooth and reliable operation of the Terminal:
- (a) a Bunkers charge, consisting of: (i) the actually incurred, reasonable and documented (by invoices or receipts) Bunkers price (determined according to the “first in first out principle” in respect of the FSRU’s Bunkers stock levels and using the Euro foreign exchange reference rate for USD for the day of the respective Bunkers invoice (or if no price quotations are available for individual days (e.g. on weekends or public holidays), the daily price of the next day) as published by the European Central Bank on its website https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html) multiplied by (ii) the quantity of Bunkers consumed in the FSRU’s engines and auxiliaries during the User’s Unloading and Regasification Period and based on the calculation example set out in Schedule 7 (*Bunker Charge Example*), which is taking into account that if any portion of such quantity of Bunkers are for the account of FSRU Owner pursuant to the Charter, then such portion of such quantities is deducted; and
 - (b) a charge for Emissions Certificates, consisting of the sum of (i) the daily price quotations of each day during the User’s Unloading and Regasification Period on the EEX EUA Spot End of Day Index (www.eex.com/de/marktdaten/umweltprodukte/spot) (or if no price quotations are available for individual days (e.g. on weekends or public holidays), the daily price of the next day) multiplied by (ii) the calculated amount of CO₂ emissions due to Internal Use during the User’s Unloading and Regasification Period and/or consumption of the quantity of Bunkers for which the User is liable as set out in Clause 4.2.1(a) above, whereby the calculated amount of CO₂ emissions shall be determined by applying the emission factors set out in Schedule 8 (*CO₂ Charge Example*). The Operator shall have the right to determine the applicable emission factor values for further Bunker types that are currently not defined in Schedule 8 (*CO₂ Charge Example*) pursuant to section 315 German Civil Code (BGB) on the basis of recognised official publications i.e. Bundesumweltamt, IPCC Guidelines or similar sources.
- 4.2.2 The User may request reasonable evidence of such documented costs by the Operator according to Clause 11.1.1. For that purpose the User agrees that the Operator can share with each Other User the required information on Bunkers or Gas (in kWh) delivered to the User at the Gas Delivery Point and Internal Use consumption for each calendar month.
- 4.2.3 The Operator is entitled to pass-through to the User any non-refundable Taxes in relation to the Variable Charges determined pursuant to Clause 4.2.1 above. For that purpose the Operator shall include in every Invoice an amount for non-refundable Taxes in relation to the Variable Charges as reasonably determined by the Operator and shall perform a reconciliation of such amounts determined by the Operator and paid by the User once the final tax statement has been received from the Tax authorities. Any overpayment by the User according to such reconciliation statement shall be refunded to the User and, in respect of any underpayment, the Operator shall send an Invoice to the User.

- 4.2.4 The Operator shall use reasonable endeavours to minimise the Variable Charges, including through using reasonable endeavours to buy Bunkers at competitive prices based on purchase strategies in line with best industry standards.
- 4.2.5 On or before the first (1st) day of each Month, the Operator shall provide the User with an indicative non-binding estimate for such Month and the following two (2) Months of the Variable Charges and the Expected Internal Use (to the extent applicable to the User), on a daily and on an aggregate basis. The Operator shall provide the User with such information as the User reasonably requests with respect to such estimates.

5. UNLOADING AND REGASIFICATION SCHEDULING

5.1 Allocated Slots

- 5.1.1 The table in Schedule 1 (*Allocated Unloading and Regasification Slots*) sets out, in respect of each Unloading and Regasification Slot allocated to the User:
- (a) the assumed quantity of each Cargo;
 - (b) the Scheduled Arrival Window for the relevant LNG Vessel;
 - (c) the Start Date and the End Date;
 - (d) the minimum and maximum send-out rates; and
 - (e) the applicable Gas Throughput Charge.
- 5.1.2 The Parties acknowledge that due to certain restrictions in the availability of the entry capacity for the regasified volumes, the firm available capacity allows only a limited injection into the grid and accordingly, the allocation of each Unloading and Regasification Slot is based on the principles that the User shall:
- (a) schedule the delivery of a cargo of LNG with an assumed quantity of three million six hundred thousand (3,600,000) MMBtu to be sent out at a uniform rate of delivery over the period applicable to such Unloading and Regasification Slot as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*); and
 - (b) only nominate LNG Vessels that comply with Clause 7.2, the Port Regulations, Schedule 10 (*LNG Vessel Specifications*) and the Terminal Operating Manual.
- 5.1.3 Either Party may propose amendments to an Unloading and Regasification Slot at any time and for any reason, and each Party shall use their reasonable endeavours to agree to any such proposed amendments, provided that neither Party shall be required to agree to a proposed amendment if such proposed amendment would have an adverse effect on such Party and further provided that the Operator shall not be required to agree to an amendment proposed by the User if such proposed amendment would have an adverse effect on an Other User or cause an operational issue at the Terminal. Without prejudice to the foregoing, if the Operator determines that operational issues affecting the Terminal are reasonably expected to prevent an Unloading and Regasification Slot from being utilised by the User, the Operator may request the User to deliver the relevant Cargo to an alternative terminal in Germany operated by the Operator (or an Affiliate of the Operator) and, if the Operator makes such a request, the Parties shall promptly meet and discuss such request in order to seek to mitigate

such operational issues, provided that any such alternative mitigation arrangement shall be subject to agreement between the Parties.

- 5.1.4 Without prejudice to Clause 5.1.3, the Operator may by notice to the User amend the Start Date in respect of any Unloading and Regasification Slot to a date which is up to three (3) days earlier or three (3) days later than the relevant Start Date set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) as at the date of this Agreement, provided that the Operator notifies the User of such amendment on or before the date which is ninety (90) days prior to the relevant Start Date set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) as at the date of this Agreement. If the Operator makes any such amendment, the Operator shall promptly update Schedule 1 (*Allocated Unloading and Regasification Slots*) accordingly. The Operator may only make one (1) such amendment in respect of each Unloading and Regasification Slot and such amendment shall be irrevocable once notified to the User.
- 5.1.5 Notwithstanding anything to the contrary in this Clause 5.1, but subject always to Clause 4.1, the User may schedule the delivery of a cargo of LNG up to a maximum of three million six hundred thousand (3,600,000) MMBtu at its option. The Parties acknowledge that, due to the limited entry capacity of the GPN, any quantity of LNG above three million six hundred thousand (3,600,000) MMBtu can only be unloaded and regasified if respective entry capacity is available and subject to confirmation from the Operator and any amendment to the Unloading and Regasification Slot which the Operator considers necessary, which the Operator shall use its reasonable endeavours to provide.
- 5.1.6 Subject to Clause 4.1.2 and Clause 6.3.1, as applicable, the User is not entitled to the rescheduling of any Unloading and Regasification Slot that it is unable to use for any reason.
- 5.1.7 The User shall remain entitled to the delayed use of an Unloading and Regasification Slot, *provided* that the User and the Operator are able to complete the respective Delivery by the end of the Unloading and Regasification Slot. In this case, the User shall use reasonable endeavours to align with the Operator to make the Nominations in such a way that reduces the risk of being unable to complete the respective Delivery in case of unforeseen technical defaults of the Terminal during the Unloading and Regasification Slot (e.g. beginning with maximal throughput of FSRU and decreasing send-out profile, *provided* that this shall be without prejudice to Clause 5.4.14). Without prejudice to the foregoing, if the Operator notifies the User that an Unloading and Regasification Slot may be extended due to issues affecting the use of the subsequent unloading and regasification slot allocated to an Other User, the Parties shall meet and discuss how to optimise the send-out of Gas during such Unloading and Regasification Slot.
- 5.1.8 Without prejudice to Clause 5.1.7, the Operator may by notice to the User amend the End Date in respect of any Unloading and Regasification Slot to a date which is up to eight (8) days later than the relevant End Date set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) as at the date of this Agreement, provided that the Operator notifies the User of such amendment on or before the date which is thirty (30) days prior to the corresponding Start Date set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) (as may have been amended pursuant to this Agreement). If the Operator makes any such amendment, the Operator shall promptly update Schedule 1 (*Allocated Unloading and Regasification Slots*) accordingly. The Operator may only make one (1) such amendment in respect of each Unloading and Regasification Slot and such amendment shall be irrevocable once notified to the User.

5.1.9 The Operator shall use reasonable endeavours to provide optimisations of interruptible capacity, which may be available due to the current connection of the FSRU to the distribution grid at the Gas Delivery Point as proposed from time to time by the User in order to support the maximisation of the throughput of the FSRU, provided that such optimisations shall in no event affect the scheduling of an Unloading and Regasification Slot unless mutually agreed by the Parties.

5.2 Cargo Notifications

5.2.1 The User shall, no later than the first day of each Month (month 'M') during the Term notify the Operator of the following details for any Unloading and Regasification Slot set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) in respect of which the Start Date is scheduled to occur in such Month (month 'M') or the following Month (month 'M+1'):

- (a) the anticipated time of arrival of the LNG Vessel at the Pilot Boarding Station;
- (b) the User's reasonable good faith estimate of the net delivered quantity of LNG (in MWh and m3) that the LNG Vessel is expected to discharge;
- (c) the anticipated loading port;
- (d) the name of the LNG Vessel; and
- (e) the expected quality of LNG intended to be delivered expressed (unless the Parties otherwise agree) in terms of gross heating value and in terms of molecular percentages of relevant constituents.

5.3 Release of Unloading and Regasification Slots

5.3.1 The User may transfer its right to use an Unloading and Regasification Slot to an Other User (including a Person which meets the requirements to be a Terminal User as published by the Operator from time to time and which becomes an Other User by entering into a terminal use agreement with the Operator prior to the transfer) on or before the date which is twenty (20) days prior to the first day of such Unloading and Regasification Slot. Any transfer of a User's right to use an Unloading and Regasification Slot shall be subject to the consent of the Operator, who may refuse such consent only for good cause, provided that the User shall not be entitled to transfer its right to use an Unloading and Regasification Slot to any Person which does not meet the requirements to be a Terminal User as published by the Operator from time to time or which has not executed a terminal use agreement with the Operator prior to the transfer and any purported transfer in breach of these requirements shall be deemed to be void and of no force or effect.

5.3.2 If a User wishes to transfer its right to use an Unloading and Regasification Slot, it shall promptly notify the Operator and the Operator shall inform all Other Users. On or before the day which is twenty (20) days prior to the first day of each Unloading and Regasification Slot, the User shall notify the Operator whether it or any Other User will or will not use such Unloading and Regasification Slot, provided that the User shall use all commercially reasonable endeavours to ensure that such Unloading and Regasification Slot is used in the interests of the security of supply of Gas into Germany. If the User does not make a notification to the Operator in accordance with this Clause 5.3.2, the User shall be deemed to have notified the Operator that it will not use such Unloading and Regasification Slot.

- 5.3.3 If the User has notified the Operator that it will not use such Unloading and Regasification Slot, or if the User is deemed to have so notified the Operator, pursuant to Clause 5.3.2 then, on or before the day which is nineteen (19) days prior to the first day of such Unloading and Regasification Slot, the Operator shall make publicly available the details of such Unloading and Regasification Slot and, on and from the day which is eighteen (18) days prior to the first day of such Unloading and Regasification Slot, such Unloading and Regasification Slot shall be made available by the Operator subject to a transparent and non-discriminatory procedure determined by the Operator in accordance with Applicable Law. The User shall not market, or offer to transfer its rights to, such Unloading and Regasification Slot during the period commencing on the day on which the Operator made publicly available the details of such Unloading and Regasification Slot and ending on the day which is three (3) days after the day on which the Operator made publicly available the details of such Unloading and Regasification Slot.
- 5.3.4 If an Unloading and Regasification Slot:
- (a) is transferred by the User pursuant to Clause 5.3.1 or is reallocated by the Operator pursuant to Clause 5.3.3, the transferee shall assume the rights and obligations of the User in respect thereof and such Unloading and Regasification Slot shall be deemed to have been deleted from Schedule 1 (*Allocated Unloading and Regasification Slots*) of this Agreement; or
 - (b) has not been reallocated by the Operator to an Other User on or before the day which is three (3) days after the day on which the Operator made publicly available the details of such Unloading and Regasification Slot, such Unloading and Regasification Slot shall be deemed not to have been transferred and shall be returned to the User and Clause 5.3.6 shall apply.
- 5.3.5 If such Unloading and Regasification Slot is returned to the User pursuant to Clause 5.3.4(b), the User may transfer its right to use such Unloading and Regasification Slot to an Other User on or before the day which is five (5) days prior to the first day of such Unloading and Regasification Slot. If the User makes such a transfer, the transferee shall assume the rights and obligations of the User in respect thereof and such Unloading and Regasification Slot shall be deemed to have been deleted from Schedule 1 (*Allocated Unloading and Regasification Slots*) of this Agreement.
- 5.3.6 If the User does not transfer its rights to use such Unloading and Regasification Slot in accordance with Clause 5.3.1 or Clause 5.3.5 and the Operator is not able to reallocate the relevant Unloading and Regasification Slot pursuant to Clause 5.3.3, the User shall remain liable for all obligations and liabilities arising out of or in connection with such Unloading and Regasification Slot (including the obligation to pay the Gas Throughput Charge pursuant to Clause 4.1.2).

5.4 **Regasification and Send-Out of Gas**

- 5.4.1 All LNG unloaded at the Terminal by or on behalf of a User shall be regasified and sent-out into the GPN within the User's defined Unloading and Regasification Slot, unless otherwise agreed with the Operator in advance.
- 5.4.2 No later than 12:00 hours of each Gas Day in each Unloading and Regasification Slot, the Operator shall notify the User of the following in respect of the Delivery that will take place during the respective Unloading and Regasification Slot (or remaining part thereof, as the case may be): (a) the User's Inventory; and (b) the actual Internal Use for the previous Gas Day (if any).

- 5.4.3 The User shall make the Nominations necessary to enable send-out of Regasified LNG to commence as soon as possible following the unloading of respective Cargo at the Terminal. On each Gas Day within an Unloading and Regasification Slot, the User may nominate a quantity of Gas for delivery per day between fifty (50) to five hundred (500) MMscfd, *provided* that the User's Inventory equals zero (0) by the end of such Unloading and Regasification Slot.
- 5.4.4 The Operator shall cause to be delivered to the User at the Gas Delivery Point a quantity of Gas (expressed in MWh) that is, less Internal Use (expressed in MWh) as provided for in Clause 5.6, the MMscfd equivalent of the quantity of LNG in MWh received by the Operator for the User's account at the LNG Receipt Point minus any Permitted Gas Loss.
- 5.4.5 The User acknowledges that the Operator is entitled to Permitted Gas Loss without charge.
- 5.4.6 Provided that the LNG delivered by or for the account of the User conforms to the LNG Specifications, including LNG treated in accordance with Clause 8.1.4, the Operator shall redeliver regasified LNG to the User at the Gas Delivery Point that conforms to the Gas Specifications.
- 5.4.7 Subject to:
- (a) use of the Permitted Maintenance Allowance; and
 - (b) the availability of sufficient User's Inventory,
- the User shall have the right to nominate for vaporization and delivery from the FSRU to the Gas Delivery Point a quantity of regasified LNG up to five hundred (500) MMscf per day and pro rated for hours in between, provided that the User is able to take delivery of regasified LNG at a pressure of between ninety five (95) and one hundred (100) Barg (the "**Maximum LNG Regasification Rate**").
- 5.4.8 The Operator shall deliver the duly nominated regasified LNG:
- (a) at a minimum delivery rate of fifty (50) MMscfd per day and pro rated for hours in between; and
 - (b) at a minimum temperature of five degrees Celsius (5°C), and at a pressure of ninety-five (95) Barg.
- 5.4.9 The vaporization and regasified LNG delivery shall be carried out by the Operator in accordance with Schedule 4 (*Gas Nomination Procedures*).
- 5.4.10 Delivered regasified LNG shall be measured, and its quality determined, in accordance with the provisions of Schedule 3 (*LNG and Gas Measurement and Testing Procedures*).
- 5.4.11 The User shall indemnify, defend and hold Operator harmless from and against any liability incurred by the Operator for any failure to clear the User's Inventory before the end of the relevant Unloading and Regasification Slot, save where such failure is due to any Permitted Service Reduction or Non-Permitted Service Reduction.
- 5.4.12 The User shall obtain and maintain transportation rights and Gas entry rights for the GPN sufficient for each Unloading and Regasification Slot allocated to the User. The

User shall use reasonable endeavours to agree with the GPN Operator on Gas entry rights for the GPN that are necessary for the respective send-out profile of each Unloading and Regasification Slot allocated to the User.

- 5.4.13 The User shall submit a nomination to the GPN Operator for the transportation of a quantity of Gas which is consistent with the Nominations submitted to the Operator. The Operator and the GPN Operator shall apply a matching system according to which Nominations will be reduced in accordance with the “lesser of” principle, so that if unequal in size the largest nomination is reduced to the smallest nomination when matching Nominations with nominations submitted to the GPN Operator for the transportation of a quantity of Gas.
- 5.4.14 Notwithstanding a Nomination made by the User, the Operator may reduce the send-out rate for a particular Delivery (or stop it entirely, if permitted by Applicable Law) if the Operator determines acting as a Reasonable and Prudent Operator that such reduction or stoppage is necessary to maintain the safety and operational readiness of the Terminal. The Operator shall give the User as much notice as reasonably practicable if it needs to take such action.
- 5.4.15 The User shall be solely responsible for ensuring that the User’s arrangements with third parties at or downstream of the Gas Delivery Point are consistent with the terms and conditions of this Agreement. Such third party arrangements shall be timely communicated by the User to, and coordinated by the User with, the Operator and the Operator shall have no liability whatsoever for any failure of any such third party to provide downstream arrangements. The User shall ensure that its Gas transportation and sales arrangements are in compliance with all Applicable Laws and International Terminal Standards and, in respect of the delivery of Gas, the User shall ensure that it (or any Person to whom it transfers title to Gas at the Gas Delivery Point) holds at all times all necessary authorisations from each relevant Governmental Authority in respect of such Gas.
- 5.4.16 If the User is unable to accept or cause to be accepted at the Gas Delivery Point any quantity of Gas which it has nominated or which it is required to accept pursuant to this Agreement (including where the User does not have sufficient Gas entry rights for the GPN), or if the Operator considers (acting as a Reasonable and Prudent Operator) it necessary to maintain the safety and operational readiness of the Terminal, the Operator may, with such consultation with the User as may be reasonably practicable in the circumstances, take such measures to cause such Gas to be disposed of by a third party on behalf of the User (either as Gas or as LNG) as the Operator considers reasonably necessary in the circumstances (including causing such third party to deliver such Gas into the GPN or, if such Gas cannot practicably be delivered into the GPN, a sale of LNG, or such other course of action as the Operator considers reasonably necessary). Quantities of Gas (or LNG) disposed of pursuant to this Clause 5.4.16 shall be treated as having been delivered to the User as Gas in accordance with this Agreement and the Operator shall be deemed to have complied with its obligation to deliver such Gas at the Gas Delivery Point and its obligation under Clause 3.1.1 to make available the Gas Throughput Service in respect of such Gas.
- 5.4.17 The User shall indemnify, defend and hold the Operator harmless from and against all Costs and Losses incurred by any Operator Party caused by or arising from the User’s failure to comply with its obligations under Clauses 5.4.15 and 5.4.16 (including any Costs incurred by Operator to any Other User) and any Costs and Losses incurred by any Operator Party in connection with the Operator taking such measures to cause such Gas to be disposed of by a third party on behalf of the User (including any costs of appointing such third party), including transportation and marketing costs.

5.5 Minimum Inventory Obligation

- 5.5.1 The User acknowledges that the Operator may cause the Minimum Inventory to be retained in the FSRU at all times during the Term.
- 5.5.2 The User shall not make any Nomination in respect of any amount of the User's Inventory that would cause the quantity of LNG in the Terminal to be less than the Minimum Inventory.
- 5.5.3 If the Operator, acting as a Reasonable and Prudent Operator, determines that the quantity of LNG in the Terminal is reasonably expected to be less than the Minimum Inventory, then the Operator may, at its discretion:
- (a) require the User to effect an in-tank transfer to or from the Operator such that the Minimum Inventory is retained in the FSRU, *provided* that in doing so the Operator shall not discriminate among the Terminal Users and, save where Clause 5.5.4 applies, the price applicable to such LNG shall be the applicable THE DA Price on the day of the in-tank transfer;
 - (b) reduce the send-out of Gas so that the Minimum Inventory is maintained; or
 - (c) take any other action as is operationally necessary to maintain the safe and efficient operations at the Terminal.
- 5.5.4 If the Operator determines, acting as a Reasonable and Prudent Operator, that one or more failures by the User to comply with its obligations under this Agreement (and, if applicable, one or more failures by any other Terminal User(s)) has resulted in the quantity of LNG in the Terminal being less than the Minimum Inventory, the Operator shall be entitled to recover from the User and such Other User(s) the Costs of any cargo tank cool down and reinstatement of the Minimum Inventory provided that in doing so the Operator shall not discriminate among the Terminal Users. Where the Operator is entitled to such recovery from the User, the User shall reimburse the Operator for a proportionate share of any such Costs incurred by the Operator as determined by the Operator, acting as a Reasonable and Prudent Operator. Without prejudice to the foregoing the User shall provide and pay for LNG required for cooling the FSRU's cargo tanks and other handling systems to the temperatures necessary to commence loading as a result of:
- (a) the quantity of LNG retained on board being insufficient to enable the FSRU to receive a transfer of LNG from an LNG vessel in a cold and ready to load condition where attributable to any User Party; or
 - (b) breach of any obligation or undertakings by the User necessary for Operator to perform the Services hereunder;
 - (c) any other act or omission of any User Party;
 - (d) the unloading of any Off-Specification LNG under this Agreement provided that such Off-Specification LNG is due to any act or omission of a User Party.
- 5.5.5 In respect of the last Unloading and Regasification Slot, Operator has the right in its discretion to purchase up to six thousand five hundred cubic meters (6,500 m³) of LNG from the final Cargo unloaded at the Terminal at the applicable THE DA Price on the date of such purchase. In addition, Operator has the right, in its sole discretion, to purchase any User's Inventory remaining in the Terminal in respect of the final Cargo

unloaded by the User at the Terminal at the end of the last Unloading and Regasification Slot.

5.6 Internal Use

- 5.6.1 The User acknowledges and agrees that Internal Use will be deducted from the User's Inventory in accordance with the Gas Accounting Procedure.
- 5.6.2 The Parties acknowledge and agree that the Operator has certain rights to payment from the FSRU Owner based on reconciliations pursuant to the Charter if the aggregate Internal Use over any such reconciled annual period exceeds the applicable Internal Use Limit.
- 5.6.3 The Operator shall pay to the User its Pro Rata Share (calculated in respect of any Unloading and Regasification Slot allocated to the User during the relevant period) of any amounts that are paid to the Operator pursuant to the Charter in respect of Internal Use on the FSRU that exceeds the Internal Use Limit, as determined thereunder. The Operator shall provide the User with such information as the User reasonably requests to verify the amount of such payment, including the quantity of Internal Use and the applicable Internal Use Limit.

5.7 Modifications

- 5.7.1 The Operator may modify the Terminal at any time, and from time to time, *provided* that the Operator shall not, without the consent of the User, modify the Terminal if any such modification could be expected to adversely affect the performance of the Terminal or the ability of the Operator to provide the User with the Services or would render any formerly Approved LNG Vessel incompatible with the Terminal, provided, however, that (i) the User shall not withhold its consent to modifications of the Terminal if such modification is required by reason of any Change in Law, any new Class requirement or any legislation of the Flag State, any existing Applicable Law or Authorisation at the Terminal or International Terminal Standards in which case such modifications necessary for the Terminal shall be paid for by the Operator; (ii) any modification of an Approved LNG Vessel required, in consequence of any modification of the Terminal contemplated in (i), to maintain compatibility with the Terminal, shall be paid for by the User unless the applicable change in Applicable Law was a change in the Applicable Law of Operator's country and such change mandated standards beyond those recommended by International Terminal Standards. The User shall not unreasonably withhold its consent to modifications which intend to optimize the Terminal's operation, especially to increase regasification capacity of the Terminal.
- 5.7.2 Subject to Clause 3.6 and 5.7.1, if the Operator seeks to modify the Terminal to allow it to operate with greater efficiency or with increased aggregate annual regasification and send-out capacity, or if required so to comply with Applicable Law or with decisions of the Harbour Master, then (following the use of reasonable endeavours by the Operator and the User to agree any necessary changes to the Terminal Operating Manual) the Operator, acting as Reasonable and Prudent Operator, shall be entitled to amend the Terminal Operating Manual, *provided* that any such amendment to the Terminal Operating Manual shall be consistent with the provisions of this Agreement, and *provided, further* that the User is not adversely affected by such amendments.

5.8 Reporting

- 5.8.1 The Operator shall provide to the User any reasonably required information regarding the Services as well as management of Nominations, and other information as follows,

in each case to the extent the Operator receives such information from the FSRU Owner and reasonably considers that it is relevant to any Unloading and Regasification Slot allocated to the User:

- (a) the level of the User's Inventory of LNG to be updated on a daily basis;
- (b) Expected Internal Use applicable to the User, if any (including any reconciliation data);
- (c) LNG in-tank transfers;
- (d) LNG and Gas quality;
- (e) the details of the historic and current utilisation of the Terminal by the User;
- (f) the list of all currently approved LNG Vessels;
- (g) the current Works Program; and
- (h) Service Charges.

6. WORKS PROGRAM AND SERVICE REDUCTIONS

6.1 Works Program and Scheduled Works

6.1.1 As soon as reasonably practicable following the Effective Date, the Operator shall establish a works program for the Terminal for such period as the Operator reasonably considers necessary, showing (amongst other things) the Operator's estimate of Scheduled Works during such period and its estimate of the impact of the Scheduled Works on its ability to provide the Services (including any reduction in Service levels or full outage) (a "**Works Program**").

6.1.2 In preparing such Works Program the Operator shall:

- (a) minimise (as far as practicable) the disruption to the provision of the Gas Throughput Services; and
- (b) not in any case discriminate between the Terminal Users.

6.1.3 The Operator shall notify the User of the extent to which (if any) the Operator reasonably considers the Works Program will affect any Unloading and Regasification Slot allocated to the User.

6.1.4 Subject to Clause 6.2.1, the Operator may carry out Other Maintenance, *provided* that the Operator shall perform any Other Maintenance so as to minimise any adverse effect on its ability to provide the Services.

6.2 Permitted Service Reductions

6.2.1 The Operator may reduce or stop the provision of the Services in the following circumstances (each a "**Permitted Service Reduction**"):

- (a) for the purpose of carrying out Scheduled Works or unscheduled works for a maximum of one hundred and sixty-eight (168) hours in aggregate in any year ("**Permitted Maintenance Allowance**") in respect of all terminal use agreements executed with the User and any Other User for the Terminal;

- (b) for the purpose of carrying out any unscheduled works for the Terminal required by Applicable Law or necessary to ensure safety of Terminal operation;
- (c) due to an Event of Force Majeure;
- (d) due to a breach by the User that causes the reduction or stoppage or due to any other event or failure attributable to the User or any User Party (including any LNG supplier or Transporter or master of its LNG Vessel);
- (e) due to Adverse Weather Conditions;
- (f) due to a lack of or insufficient LNG inventory, where attributable to the User or any User Party;
- (g) due to a lack of or insufficient natural gas off-take capacity;
- (h) due to the delivery by the User of Off-Specification LNG at the LNG Receipt Point;
- (i) due to failure to send-out Gas into the GPN where caused by the GPN Operator;
- (j) due to the Operator following instructions from a Governmental Authority or the Port Authority or Harbour Master;
- (k) to carry out emergency measures for the protection of life, property or equipment (including Operator taking all measures it deems necessary to guarantee and/or restore the safety and system integrity of the Terminal in case of an incident or emergency);
- (l) the FSRU being ordered to leave port by the relevant Governmental Authority due to safety concerns as a result of adverse weather; and
- (m) the FSRU being obliged to leave the harbour or stop or reduce Services due to Applicable Law, unless the event giving rise to the stoppage or reduction of Services is in itself due to a Non-Permitted Service Reduction.

6.2.2 The Operator shall have no liability to the User for a Permitted Service Reduction.

6.3 Non-Permitted Service Reductions

6.3.1 If there is a reduction or stoppage in the provision of the Services other than a Permitted Service Reduction (a “**Non-Permitted Service Reduction**”) that results in either:

- (a) the Operator cancelling the use by the User of an Unloading and Regasification Slot allocated to the User, then the Operator shall pay to the User an amount calculated as follows for such Non-Permitted Service Reduction as liquidated damages:

$$SQ \times GTC$$

Where:

‘SQ’ is the quantity of LNG, expressed in MMBtu, scheduled for delivery by the User in respect of the relevant Unloading and Regasification Slot and notified to the Operator in accordance with Clause 5.2.1(b).

‘GTC’ is the Gas Throughput Charge for such Unloading and Regasification Slot set out in Schedule 1 (*Allocated Unloading and Regasification Slots*); or

- (b) the User being unable to complete a Delivery resulting in delivery of less than ninety eight percent (98%) of the respective Cargo within the respective Unloading and Regasification Slot, then the Operator shall pay to the User an amount calculated as follows for such Non-Permitted Service Reduction as liquidated damages:

$$(SQ - QD) \times GTC$$

Where:

‘SQ’ is the quantity of LNG, expressed in MMBtu, scheduled for delivery by the User in respect of the relevant Unloading and Regasification Slot and notified to the Operator in accordance with Clause 5.2.1(b).

‘QD’ is the quantity, expressed in MMBtu, of the relevant Cargo in respect of which the Operator completes Delivery within the respective Unloading and Regasification Slot.

‘GTC’ is the Gas Throughput Charge for such Unloading and Regasification Slot set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

6.4 Notification

- 6.4.1 In any case where there is a reduction or stoppage in the provision of any scheduled Services, the Operator shall give the User as much prior notice of the event as is reasonably practicable in the circumstances.
- 6.4.2 The Operator shall provide the User with regular updates and any other information the User may reasonably request with respect to any reduction or stoppage in the provision of Services.

7. TRANSPORTATION, BERTHING AND UNLOADING OF LNG

7.1 Use of Port

- 7.1.1 The User is responsible for the transportation to the LNG Receipt Point of each Cargo which it is entitled to unload at the Terminal and for all associated vessel support and all marine services (including tugs).
- 7.1.2 The User shall liaise with all Governmental Authorities, including the Port Authority, in connection with its use of the Terminal and shall comply with the Port Regulations.
- 7.1.3 The User shall be responsible for any charges in connection with the transit of LNG Vessels to and from the Terminal, including Port Charges, commissions and all other charges and expenses relating to the unloading of LNG, and the User shall indemnify,

defend and hold harmless the Operator from any such charges, including any such Port Charges.

- 7.1.4 The User shall cause the applicable Transporter to enter into a tug services agreement with the provider of tug services at the Terminal designated by Operator in respect of each call made by an LNG Vessel to provide such number and types of tugs and escort vessels as are required by Governmental Authorities and the Terminal Operating Manual to attend the LNG Vessel and to permit safe and efficient movement of the LNG Vessel within the maritime safety areas located in the approaches to and from the Port and the Terminal and while the LNG Vessel is at berth. The fee for tug services shall be borne by the User.
- 7.1.5 The Operator shall not be liable to the User in connection with Transporter's failure to enter into a tug services agreement with the provider of tug services at the Terminal designated by Operator and the User shall indemnify, defend and hold harmless the Operator and each Operator Party from and against any and all Costs and Losses suffered by the Operator or any Operator Party:
- (a) as a result of any failure by the User to comply with Clause 7.1.4; and
 - (b) arising out of or in connection with any tug services agreement relating to the User, its Transporter or any User's or Transporter's LNG Vessel.

7.2 Compliance and Approval of LNG Vessels

- 7.2.1 The User shall only use LNG Vessels which comply with this Clause 7.2, the LNG Vessel Inspection and Approval Procedures, the Port Regulations, the LNG Vessel specifications pursuant to Schedule 10 (*LNG Vessel Specifications*) and the Terminal Operating Manual. The Operator shall provide the User with a list of all currently Approved LNG Vessels promptly upon request.
- 7.2.2 LNG Vessels calling at the FSRU shall be subject to compatibility studies to determine their compatibility or non-compatibility with the FSRU ("**Ship-Shore Compatibility Studies**" or "**SSCS**"), which SSCS shall be as per the FSRU Owner's internal standards (as updated from time to time) and always in line with International LNG Vessel Standards. The User shall cause the Transporter to provide all relevant and reasonably required information for the FSRU Owner to complete the SSCS, including relevant mooring analyses. Subject to any delay from any User Party (including any LNG supplier or Transporter or master of its LNG Vessel), the Operator shall promptly and in any event within five (5) days of the later to occur of:
- (a) receiving such compatibility checklist (and other information requested by the Operator as a Reasonable and Prudent Operator); and
 - (b) where an inspection is carried out, completion of such inspection;
- notify the User of the determination of whether or not the LNG Vessel in question is compatible with the FSRU, provided that neither the Operator nor the FSRU Owner shall:
- (i) be obliged to complete the compatibility assessments for more than two (2) LNG Vessels in any consecutive five (5) Business Day period;

- (ii) be obliged to respond to further compatibility assessments of another LNG Vessel at a time when two (2) such compatibility assessments are already in progress in respect of other LNG Vessels; or
 - (iii) be obliged to undertake compatibility assessment in the order in which they are received.
- 7.2.3 Without prejudice to the requirements of Clause 7.2.2, an SSCS shall be required for each LNG Vessel prior to the first occasion on which the LNG Vessel arrives at the Terminal (and, if the LNG Vessel undergoes any material modification or has not called within the preceding twenty-four (24) month period, prior to the first occasion on which the LNG Vessel as so modified or after such period arrives at the Terminal).
- 7.2.4 Upon prior consultation with, and reasonable notice to, the User, the Operator (or the FSRU Owner) may, at its sole risk and expense, cause or witness an inspection of any LNG Vessel nominated by the User, subject to the following conditions:
- (a) the Operator shall (and shall, if applicable, cause the FSRU Owner to) act as a Reasonable and Prudent Operator in determining whether such inspection is necessary to ascertain the LNG Vessel's compliance with the FSRU for the purposes of this Agreement and where to inspect the LNG Vessel, in each case taking into account the objective of maximising the safe, reliable and efficient usage of the LNG Vessel and the FSRU at all times; and
 - (b) any inspection shall be made during the operational working hours of the LNG Vessel, without undue interference with, or delay or hindrances to, the LNG Vessel's safe and efficient operation.
- 7.2.5 If the Operator (or the FSRU Owner) determines, acting as a Reasonable and Prudent Operator pursuant to the exercise of the Operator's (or the FSRU Owner's) rights of inspection and approval, that any LNG Vessel fails to comply with the requirements set out in this Agreement, the User must not use such LNG Vessel for the purposes of this Agreement unless and until such LNG Vessel is so compliant.
- 7.2.6 Subject to compliance with the other provisions of this Clause 7.2, the User may:
- (a) substitute an LNG Vessel with another LNG Vessel:
 - (i) of the same type (being a vessel with the same ship-shore interface arrangement and similar hull drawings) as the original LNG Vessel; or
 - (ii) that was previously approved by the Operator,

at any time prior to the end of the Scheduled Arrival Window assigned to the original LNG Vessel, provided the substitute LNG Vessel is identical in relation to the parameters stated in the compatibility checklist for the original LNG Vessel or the most recent compatibility checklist for an LNG Vessel previously approved by Operator (as the case may be); and
 - (b) substitute an LNG Vessel with another LNG Vessel of a different type by notifying the Operator of the proposed substitution before the relevant LNG Vessel departs from the Previous Port if practicable, and in any event no later than fifteen (15) days prior to the ETA for such LNG Vessel (or such later date as the Parties may agree), which notice shall:

- (i) specify the identity, tonnage, gross loading capacity and length of the substitute LNG Vessel; and
 - (ii) be accompanied by a duly completed compatibility checklist for the substitute LNG Vessel.
 - (c) Following the receipt of such notice and the compatibility checklist, the Operator shall use reasonable endeavours to accommodate such substitution, and shall notify the User whether such substitution can be accommodated as soon as reasonably practicable and in any event no later than seven (7) days after receipt of such notice and compatibility checklist.
- 7.2.7 The User shall submit, or procure the submission by the owner or master (as may be relevant) of any LNG Vessel of, a copy of the Conditions of Use to the Operator duly executed by that owner or operator or master of that LNG Vessel before the Notice of Readiness is provided to the Operator. The User shall deliver to the Operator the signed original of such Conditions of Use promptly upon receipt. The Operator shall not be obliged to permit (or be obliged to cause to be permitted) the LNG Vessel to berth at the FSRU and unload any Cargo from any LNG Vessel until the master or owner, as may be relevant, of the LNG Vessel has signed the Conditions of Use.
- 7.2.8 The User shall pay to the Operator the actual documented cost incurred by the FSRU Owner and/or the Operator in undertaking each compatibility and mooring study required under this Agreement.
- 7.2.9 The User shall ensure that each LNG Vessel that calls at the FSRU shall:
- (a) be equipped with appropriate systems for communication with the Terminal;
 - (b) be in all respects compatible with the FSRU and approved by the Operator pursuant to the relevant Ship-Shore Compatibility Studies and in compliance with the provisions of this Agreement;
 - (c) have a valid OCIMF SIRE Report relating to a cargo loading and discharge cycle (i.e. which shall not be a bunkering SIRE) less than six (6) months old at the end of the relevant Unloading and Regasification Slot;
 - (d) have signed the Conditions of Use;
 - (e) be operated by officers and crew that have the ability, experience and certificates of competence commensurate with the performance of their duties in accordance with International LNG Vessel Standards;
 - (f) be operated and maintained in accordance with all Applicable Laws (including applicable regulations at the Port), its Classification Society rules and prudent operating practices in accordance with International LNG Vessel Standards;
 - (g) comply with, and will be fully equipped, supplied and maintained to comply with, all applicable International LNG Vessel Standards and Port Authority requirements, including standards and guidelines for marine equipment, manifold compatibility, mooring arrangements and equipment, ship/shore emergency shutdown systems, loading and unloading operations and safety; and

- (h) be in compliance with the requirements of Schedule 10 (*LNG Vessel Specifications*).

7.2.10 The Operator shall use reasonable endeavours to accept an LNG Vessel which does not comply with Clause 7.2.9(c) for legitimate reasons (including the LNG Vessel being a newbuild or where the OCIMF SIRE Report is delayed by exceptional circumstances).

7.3 **Transportation Notices**

7.3.1 The User shall give or cause the master of each of its LNG Vessels to give a notice (an “**ETA Notice**”) of the estimated time of arrival of that LNG Vessel at the Pilot Boarding Station or the customary waiting area notified to the User (“**ETA**”) to the Operator, the Harbour Master, the FSRU Owner and any other relevant Governmental Authority promptly upon departure of that LNG Vessel from the LNG loading port (with a prompt update regarding any change in the ETA of twenty-four (24) hours or more). The first ETA Notice shall include the following information and documents:

- (a) the loading port and origin of the LNG if different from the loading port;
- (b) the time and date that the loading was completed;
- (c) the LNG Vessel; and
- (d) the volume of the LNG loaded (expressed in cubic meters) and the loading report including the specification of the LNG.

7.3.2 Not later than twenty-four (24) hours following the departure of each LNG Vessel from its port of loading and thereafter at twelve hundred hours (12:00) local time at the Terminal each day, the User shall notify (or cause to be notified) the Operator of the: (i) temperature; and (ii) pressure of each cargo tank of such LNG Vessel. The User or its agent shall further inform the Operator as soon as reasonably practicable if there is any material change in the (i) temperature; or (ii) pressure of each cargo tank of such LNG Vessel.

7.3.3 Each ETA Notice shall be updated or confirmed (as the case may be) at the following intervals:

- (a) not later than seventy-two (72) hours before the then current ETA (with a prompt update regarding any change in such ETA of more than six (6) hours);
- (b) not later than forty-eight (48) hours before the then current ETA (with a prompt update regarding any change in such ETA of more than two (2) hours);
- (c) not later than twenty-four (24) hours before the then current ETA (with a prompt update regarding any change in such ETA of more than one (1) hour); and
- (d) not later than five (5) hours before the then current ETA (with a prompt update regarding any change in such ETA) and, if this ETA changes, the User shall cause the master of the LNG Vessel or its agent to promptly give notice of the corrected ETA.

7.3.4 The User shall also promptly notify the Operator if the LNG Vessel makes any diversions prior to arriving at the Terminal that affect the Cargo specified in the first ETA Notice. If the LNG Vessel is diverted to the Terminal after its departure from the

Previous Port or (as the case may be) after the relevant time specified above for the service of an ETA Notice, then the relevant notice must be served as soon as possible after such diversion but in any event taking into account any applicable requirement for the final time at which the arrival of any dangerous goods must be notified by the User or the Operator to the Harbour Master.

7.3.5 Not later than thirty-six (36) hours following the departure of the LNG Vessel from its Previous Port, the User shall notify (or cause to be notified) the Operator of the following characteristics of the LNG comprising its cargo as determined at the time of loading: (i) the gross calorific value; (ii) the molecular percentage of hydrocarbon components and nitrogen; (iii) the average temperature; (iv) the hydrogen sulphide, sulphur, water, carbon dioxide, mercury and total sulphur content; and (v) the presence of any foreign or objectionable materials; and (vi) any other information required pursuant to the Terminal Operating Manual. The User or its agent shall inform the Operator as soon as reasonably practicable if the User is notified of any revision (as to molecular composition and gross calorific value of the LNG when loaded to the LNG Vessel) of the information provided in such notice.

7.3.6 The User shall give or cause to be given to the Operator a notice of readiness to discharge (a “**Notice of Readiness**”) as soon as the LNG Vessel:

- (a) has arrived at the Pilot Boarding Station at or near the Terminal;
- (b) has cleared the necessary formalities with the Port Authority, Harbour Master and all other relevant authorities and has complied with all necessary customs notification requirements;
- (c) has provided to the Operator a copy of the Conditions of Use duly executed by the owner or operator or master of that LNG Vessel (and has undertaken to provide an original of such document to the Operator within a reasonable period);
- (d) is ready in all respects to proceed to the designated berth and commence unloading.

7.3.7 A Notice of Readiness that is duly tendered shall be effective on the later of:

- (a) the time when it is given; and
- (b) the start of the Scheduled Arrival Window.

The User shall procure that the LNG Vessel remains in all respects ready to proceed to the designated berth and commence unloading for a period of not less than twenty-four (24) hours from the time when the Notice of Readiness becomes effective.

7.3.8 If an LNG Vessel arrives outside the Scheduled Arrival Window, the Operator shall use reasonable endeavours to allow the LNG Vessel to berth and unload.

7.3.9 After receipt of the Notice of Readiness and subject to Clause 7.3.8, the Operator shall (and shall cause the FSRU Owner to) accept such Notice of Readiness and promptly notify the User of such acceptance, as well as the Allowed Laytime for the delivery in question.

7.3.10 The Operator shall give priority in the berthing and unloading of LNG Vessels, in the order of commencement of their respective Scheduled Arrival Window. Where Notice

of Readiness is given after the Scheduled Arrival Window, the Operator shall use reasonable endeavours to cause the LNG Vessel to be berthed and unloaded as expeditiously as reasonably practicable after such Notice of Readiness has been accepted by the Operator subject to other LNG Vessels with a higher berthing priority, provided that the Operator shall not be required to cause the LNG Vessel to be berthed and unloaded where the LNG Vessel arrives after the Scheduled Arrival Window or where the Operator considers, acting as a Reasonable and Prudent Operator, that it is not possible due to operational reasons or the Spacing Rule.

7.4 Berthing

- 7.4.1 After a Notice of Readiness has been tendered, the Operator shall permit and the User shall cause the LNG Vessel to proceed to berth at the Terminal as expeditiously as is safely possible.
- 7.4.2 The User is responsible for berthing of the LNG Vessels at the Terminal and causing the LNG Vessels to depart safely and expeditiously from the Terminal after the completion of unloading taking into account the prevailing weather conditions and operating conditions of the LNG Vessel.
- 7.4.3 The detailed procedures for the berthing of LNG Vessels at the LNG Receipt Point will be set out in the Terminal Operating Manual.
- 7.4.4 The Operator may refuse to permit any LNG Vessel that does not comply with the requirements of Clause 7.2 or the Port Regulations or the Terminal Operating Manual, or is not approved under the SSCS procedures, to berth at (or remain berthed at) the Terminal or perform any operation relating to the Terminal.

7.5 Allowed Laytime

- 7.5.1 Subject to Clause 7.5.2, the period of time (“**Allowed Laytime**”) allowed for the Operator to unload each LNG Vessel shall be as follows:

Scheduled Cargo Size (m ³)	Allowed Laytime
between 130,000 m ³ – 150,000 m ³ (both inclusive)	36 hours
between 150,000 m ³ – 170,000 m ³	36 hours plus 1 hour per 8,000 m ³ (or part thereof) in excess of 150,000 m ³

Allowed Laytime shall begin to count upon the LNG Vessel being all fast alongside the FSRU and all lines connected at the FSRU Site.

- 7.5.2 Allowed Laytime shall be extended by any period of delay which is caused by one or more of the following:
 - (a) the provision of any Ancillary Services;
 - (b) any act or omission of any User Party, User’s LNG supplier or Transporter or master of an LNG Vessel;
 - (c) breach of any obligations or undertakings by the User under this Agreement;

- (d) any inability of an LNG Vessel to unload at a rate equal to 8,000 m³ per hour;
- (e) the carrying out of Scheduled Works;
- (f) compliance or non-compliance by any person with the Terminal Operating Manual or regulations in effect at the Port (unless such delay is for reasons attributable to the FSRU or an Operator Party);
- (g) Adverse Weather Conditions;
- (h) any inability of an LNG Vessel to receive vapour return at the required rate;
- (i) any inability of an LNG Vessel to manage boil-off or vapour return by own means such as use of gas combustion unit (GCU) or steam dumping;
- (j) failure by the LNG Vessel to provide the necessary number of manifold connections;
- (k) an Event of Force Majeure;
- (l) lack of or insufficient natural gas off-take capacity;
- (m) failure to comply with the LNG Specification; and
- (n) any time lost as a result of any restriction imposed upon an LNG Vessel preventing it from departing from the FSRU (including tidal restrictions congestion, restrictions related to fog, current, wind, travelling outside daylight hours, or similar).

7.5.3 If Actual Laytime exceeds Allowed Laytime (as extended under Clause 7.5.2), the Operator shall reimburse the User for any demurrage payable by the User to the User's relevant LNG supplier or relevant Transporter as a result thereof, up to an amount equal to the Demurrage Rate per day for such excess period, and pro rata for any partial day, and subject to a cap of five (5) days payable per one (1) event.

7.5.4 Save as provided under Clause 7.5.3, the Operator shall (to the greatest extent permitted by Applicable Laws) have no other liability under or in connection with this Agreement, with respect to any failure or delay in the unloading of LNG from any LNG Vessel (including the berthing and departure thereof), howsoever arising.

7.6 **Excess Boil Off**

7.6.1 If in relation to any:

- (a) Cargo delivered to the FSRU; or
- (b) cargo loaded from the FSRU,

the Actual Laytime exceeds the Allowed Laytime, the Operator shall pay to the User a sum to compensate the User for excess Boil Off from the affected LNG Vessel, determined as:

$$H \times RBO \times LNG \text{ Price}$$

where:

H is the period in hours by which the Actual Laytime exceeds the Allowed Laytime; and

RBO is the rate (in MWh/hour) of Boil Off of LNG from the LNG Vessel, as specified by the guaranteed boil-off rate and the gross cargo capacity of the LNG Vessel in the LNG Vessel's Form B and the LNG quality as discharged/loaded.

LNG Price is the delivered ex-ship price of LNG last delivered to the FSRU (or delivered to the FSRU in a relevant calculation period) in US Dollars per MMBtu as supported by available supplier's redacted invoice and independent inspection quality report at the discharge port.

7.6.2 The Operator shall only be required to compensate the User for the amount in respect of excess Boil Off calculated pursuant to Clause 7.6.1 to the extent that the Operator has received the corresponding amount from the FSRU Owner.

7.7 Allowed Unloading Time

7.7.1 The "Allowed Unloading Time" for a particular LNG Vessel is the period of time allotted to the User to unload an LNG Vessel shall be as follows:

Scheduled Cargo Size (m ³)	Allowed Unloading Time
between 130,000 m ³ – 150,000 m ³ (both inclusive)	36 hours
between 150,000 m ³ – 170,000 m ³	36 hours plus 1 hour per 8,000 m ³ (or part thereof) in excess of 150,000 m ³

7.7.2 Allowed Unloading Time shall begin to count upon the LNG Vessel being all fast alongside the FSRU and all lines connected at the FSRU Site.

7.7.3 The Allowed Unloading Time will be extended by any period of delay that is caused by one or more of the following:

- (a) reasons attributable to the Terminal, the Operator or any Other User;
- (b) delays attributable to the occupancy of a berth at the Terminal by the LNG vessel of any Other User;
- (c) any Permitted Service Reduction or Non-Permitted Service Reduction;
- (d) an Event of Force Majeure;
- (e) compliance by any person with the Port Regulations or Terminal Operating Manual (unless such delay is for reasons attributable to the User's LNG Vessel or the User or its Transporter or master of its LNG Vessel or the agent or agents of the foregoing);
- (f) Adverse Weather Conditions;

- (g) any inability of an LNG Vessel to unload at a rate equal to 8,000 m³ per hour;
- (h) any inability of an LNG Vessel to receive vapour return at the required rate;
- (i) any inability of an LNG Vessel to manage boil-off or vapour return by own means such as use of GCU or steam dumping; and
- (j) when the visiting LNG Vessel fails to provide necessary number of manifold connections.

7.7.4 If an LNG Vessel fails to vacate the Terminal's unloading berth as soon as possible, and by no later than the end of the Allowed Unloading Time, the Operator may, acting as a Reasonable and Prudent Operator:

- (a) require the LNG Vessel to cease unloading (if unloading has not been completed), vacate the Terminal's unloading berth and depart from the Terminal's dedicated LNG channel at utmost dispatch; and
- (b) take all safe and necessary steps to effect the removal of the LNG Vessel from the Terminal's unloading berth and dedicated LNG channel,

but, in so acting as a Reasonable and Prudent Operator, the Operator:

- (i) shall not act in a manner which may be expected unreasonably to endanger the LNG Vessel, its cargo or crew; and
- (ii) shall use all reasonable endeavours to permit the LNG Vessel to continue to unload provided that such continued unloading would not (x) have an adverse effect on the Operator's ability to comply with its obligations under other contracts necessary to operate the Terminal (including any terminal use agreement entered into with an Other User), (y) subject the Operator to any risk of liability for the cancellation of any Unloading and Regasification Slot or liability under any other contract necessary to operate the Terminal or (z) conflict with any works scheduled in the Works Program.

7.7.5 The User shall pay to the Operator a sum equal to:

- (a) each and every Cost the Operator incurs as a result of the User's LNG Vessel failing to vacate the Terminal's unloading berth and dedicated LNG channel in accordance with this Agreement; and
- (b) the lawful exercise by the Operator of its rights under Clause 7.7.4;

provided that the payment by the User shall not exceed an amount equal to the Demurrage Rate per day for each complete day, and pro rata for any partial day, plus the cost of excess boil-off equal to the product of zero decimal one two five percent (0.125%), the quantity of LNG comprising the subsequent cargo scheduled for delivery at the Terminal (by an Other User, if applicable) and the THE DA Price in respect of such day.

7.7.6 The Operator shall use its reasonable endeavours to notify the User and the master of the User's LNG Vessel (promptly after the Operator becomes aware thereof) of the time at which the Operator may be required to cancel a subsequent Unloading and Regasification Slot if the User's LNG Vessel fails to vacate the Terminal's unloading

berth and dedicated LNG channel in accordance with this Agreement, *provided* that no failure to provide any such notice will prejudice the Operator's rights hereunder.

7.8 Approvals

- 7.8.1 The User represents and warrants to the Operator that it holds all licenses, permits and authorisations required under Applicable Law to deliver LNG to the Terminal and that it shall maintain such licenses, permits and authorisations for as long as required in order to ensure that it can utilise each Unloading and Regasification Slot allocated to it.
- 7.8.2 In respect of any LNG presented for loading onto the FSRU, the User shall ensure that the LNG has cleared all applicable customs controls, that the importer of the LNG has all necessary authority to deal with the LNG from applicable Governmental Authorities, and that all import duties and other costs and fees applicable to the importation of such LNG have been fully paid or will be fully paid on or before their due dates. The User shall indemnify, defend and hold the Operator harmless against all Costs and Losses the Operator incurs as a result of any breach by the User of this Clause 7.8.2.

7.9 Ship-to-Ship Transfers

Unless otherwise agreed by the Operator, all unloading of LNG from any LNG Vessel to the Terminal pursuant to this Agreement shall be performed by way of ship-to-ship transfer.

8. LNG QUALITY, MEASUREMENT AND TITLE

8.1 LNG Specifications

- 8.1.1 The User shall ensure that LNG unloaded at the LNG Receipt Point will comply with the LNG Specifications.
- 8.1.2 The User shall notify or cause the Transporter or master of its LNG Vessel, to notify the Operator as soon as possible after it becomes (or they become) aware that LNG unloaded or to be unloaded at the LNG Receipt Point does not comply with the LNG Specifications ("**Off-Specification LNG**"), providing details of the quantity and quality of such Off-Specification LNG.
- 8.1.3 If the Operator is aware that LNG unloaded or to be unloaded at the Terminal is Off-Specification LNG, then the Operator may, acting promptly:
- (a) accept such Off-Specification LNG (in whole or in part); or
 - (b) reject such Off-Specification LNG (in whole or in part); and/or
 - (c) cease unloading (if unloading has commenced).
- 8.1.4 The Operator shall, if requested by the User, without prejudice to Clause 3.4.1(h) but subject to Clause 8.1.5, cause the FSRU Owner to use reasonable endeavours to treat any Off-Specification LNG in order to make it conform to the LNG Specifications. The Operator shall provide to the User an estimate as to the anticipated cost of treating such Off-Specification LNG to the extent received by the Operator from the FSRU Owner.
- 8.1.5 The User shall indemnify, defend and hold the Operator harmless against all Costs and losses the Operator incurs in connection with any actions reasonably taken (or caused

to be taken) by the Operator in relation to the User's Off-Specification LNG and/or the User's Off-Specification LNG being unloaded into the Terminal, including any costs incurred pursuant to Clause 8.1.4, all costs reasonably incurred by the Operator in mixing any such Off-Specification LNG or disposing of such Off-Specification LNG, the value of LNG lost or disposed of, any Costs associated with disposing of any Off-Specification LNG, any Costs incurred in relation to any cargo tank cool down and purchase of any LNG required to reinstate the Minimum Inventory or bring the LNG in the FSRU back within the LNG Specifications and the Gas regasified from the FSRU back within the Gas Specifications, damage to the Terminal (including repairing or replacing any damaged equipment), the Costs of cleaning or repairing the FSRU, any Costs incurred in relation to venting Off-Specification LNG, any delay or inability in unloading or reloading LNG vessels, and liability of the Operator (including liability to any third party) for damages or losses incurred to or in respect of the GPN, any Other Users and any other affected Person. Upon the Operator's request and subject to the receipt of any permits required by Applicable Law, the User shall reload any Off-Specification LNG onto an LNG Vessel and dispose of such LNG on its own accord.

8.2 LNG Measurement and Testing

- 8.2.1 The quality and quantity of the LNG unloaded by or on behalf of the User at the LNG Receipt Point will be determined in accordance with Schedule 3 (*LNG and Gas Measurement and Testing Procedures*).
- 8.2.2 If the Parties disagree about a determination under Clause 8.2.1, the matter will be determined by an Expert in accordance with Clause 19.2.

8.3 Title

- 8.3.1 Subject to Clause 8.6:
- (a) title to the User's Inventory shall always remain with the User; and
 - (b) the User warrants to the Operator (for the benefit of the Operator and the Other Users) that it has title and/or all rights to the LNG unloaded at the LNG Receipt Point by or on behalf of the User and that it shall not grant third parties any rights, including ownership, title or interest in or to, or create a permit to subsist any security interest in or any limited right pertaining to all or part of the User's Inventory. In the event of any conflict between this Agreement and the rights of third parties with regard to the User's Inventory, the Operator shall not be liable for any damage or claims resulting therefrom and the User shall indemnify, defend and hold the Operator harmless from any damage and claims in respect thereof.

8.4 Custody and Risk of Loss to LNG

- 8.4.1 Custody and risk of loss of the User's Inventory will pass from the User to the Operator at the LNG Receipt Point and will pass from the Operator to the User at the Gas Delivery Point.
- 8.4.2 In respect of the permanent loss of User's Inventory that is attributable to acts or omissions of any Operator Party, excluding for the avoidance of doubt any Internal Use, the liability of the Operator to the User shall be limited to payment of an amount reflecting the market value of the User's Inventory lost, calculated at the THE DA Price on the day of the loss, less any variable costs avoided by the User (including any delivery and transportation costs).

8.5 In-tank Transfer Restriction

The User may not transfer or otherwise dispose of any right, title or interest in or to, or create or permit to subsist any security interest in or any limited right pertaining to all or part of the User's Inventory.

8.6 Commingling of LNG in the Terminal

8.6.1 The User acknowledges and agrees that:

- (a) the Operator may commingle the User's Inventory with the inventory of any Other User in the Terminal;
- (b) as a result of such commingling, the User as co-owner (*Miteigentümer*) will be entitled to the community (*Gemeinschaft*) of commingled LNG and Gas in the Terminal (the "**Community**") for a share pro rata to the quantity of the LNG (expressed in MWh) unloaded by the User into the Terminal at the LNG Receipt Point. For the avoidance of doubt, the Community qualifies as a community of goods (*Bruchteilsgemeinschaft*), for the purposes of section 947 para. 1 BGB;
- (c) Gas delivered to the User at the Gas Delivery Point may be of a different quality from the LNG unloaded by the User into the Terminal at the LNG Receipt Point;
- (d) the User will cease to be a co-owner in the Community *eo instante* when Gas, resulting from the regasification of LNG, is delivered to the User at the Gas Delivery Point; and
- (e) by way of deviation from the general provisions regarding community set out in section 947 para. 1 BGB, the following specific provisions shall apply in relation to the Community:
 - (i) the Operator shall be appointed as the manager of the Community, thereby excluding the right, ex section 744 para. 1 BGB, of the User and of the Other Users to (individually and/or collectively) perform acts of management with respect to the Community;
 - (ii) the Operator shall, in deviation from sections 744 para. 1, 747 BGB, be exclusively authorised to institute legal actions and to file petitions to obtain a judicial decision for the benefit of the Community (other than in the case of a claim against the Operator by or on behalf of any Other User entitled to a portion (*Bruchteil*) of the Community);
 - (iii) as a result of the Operator being designated by the User as the manager of the Community, section 744 para. 1 BGB is replaced by the provisions of this Agreement; and
 - (iv) in deviation from section 749 para. 1 BGB, the User hereby excludes its power to demand division (*Aufhebung*) of the Community, other than in respect of a delivery of Gas under this Agreement or any delivery of LNG which the Operator may agree with the User to make from time to time.

9. GAS QUALITY AND MEASUREMENT

9.1 Gas Specifications

- 9.1.1 The Operator shall ensure that Gas delivered to the Gas Delivery Point complies with the Gas Specifications, *provided* that the LNG delivered at the LNG Receipt Point complied with the LNG Specifications.
- 9.1.2 The Operator shall notify or cause the GPN Operator to notify the User promptly (but no later than twenty-four (24) hours) after it becomes (or they become) aware that Gas sent out to the Gas Delivery Point does not comply with the Gas Specifications (“**Off-Specification Gas**”), providing details of the quantity and quality of such Off-Specification Gas.
- 9.1.3 If the GPN Operator refuses to accept Off-Specification Gas, then the Operator shall cease delivery of such Off-Specification Gas (if delivery has commenced), in which case the Operator shall dispose of such Off-Specification Gas acting as a Reasonable and Prudent Operator. In such event, if the LNG delivered at the LNG Receipt Point complied with the LNG Specifications, then a Non-Permitted Service Reduction shall be deemed to have occurred.
- 9.1.4 The Operator shall indemnify, defend and hold harmless the User from and against any and all Costs and Losses (excluding, to the greatest extent permitted by Applicable Laws, Consequential Losses) suffered by the User acting at all times as a Reasonable and Prudent User, as a result of any actions taken by the Operator in relation to the Off-Specification Gas, *provided* the LNG delivered at the LNG Receipt Point complied with the LNG Specifications.

9.2 Gas Measurement and Testing

The quality and total quantity of the Gas delivered by the Operator on behalf of the User at the relevant Gas Delivery Point on each Gas Day will be determined in accordance with Schedule 3 (*LNG and Gas Measurement and Testing Procedures*).

10. AUDIT AND INSPECTION

10.1 Audit

Upon thirty (30) days’ notice, either Party shall have the right, at its expense, to appoint a recognised firm of accountants to audit during normal working hours the books, records and accounts of the other Party that are directly relevant to the determination of any costs, taxes, LNG receipts and Gas deliveries under this Agreement. The Parties shall keep all books and records relevant to such an audit for a period of two (2) years following the termination or expiration of this Agreement.

10.2 Inspection

If the User requests a right for its duly authorised representatives to have access to the Terminal to confirm compliance by the Operator with the provisions of this Agreement, it shall provide reasonable advance notice to the Operator and the Operator shall use reasonable endeavours to cause the FSRU Owner to permit such inspection, subject always to such inspection not disturbing the operations or maintenance of the FSRU, any testing or work being performed on the FSRU, and any limitation on the number of representatives imposed by the FSRU Owner.

11. INVOICING AND PAYMENT

11.1 Invoices

11.1.1 The Operator shall issue to the User the following invoices:

- (a) on or before the date which is thirty (30) days prior to the first day of the next Unloading and Regasification Slot allocated to the User, an invoice for all Gas Throughput Charges scheduled to be incurred in respect of such Unloading and Regasification Slot based on the Cargo(es) scheduled for delivery during such Unloading and Regasification Slot (or, if unknown, based on the Gas Throughput Charge pursuant to Clause 4.1.2);
- (b) on or before the tenth (10th) day following an Unloading and Regasification Slot allocated to the User (or as soon as reasonably practicable thereafter), an invoice for any difference between the amount invoiced under Clause 11.1.1(a) and the amount due in respect of the actual delivered quantity in respect of such Unloading and Regasification Slot;
- (c) on or before the tenth (10th) day following an Unloading and Regasification Slot allocated to the User (or as soon as reasonably practicable thereafter), an invoice for all Variable Charges in respect of such Unloading and Regasification Slot; and
- (d) on or before the tenth (10th) day following an Unloading and Regasification Slot allocated to the User (or as soon as reasonably practicable thereafter), an invoice for any other amounts owed by or to the User pursuant this Agreement with respect to such Unloading and Regasification Slot,

each an “**Operator Invoice**”. With regard to minimum Gas Throughput Charges according to Clause 4.1.2, the difference between the actually delivered quantity and the minimum quantity pursuant to Clause 4.1.2 will be charged in pro rata shares referring to the respective part of the Unloading and Regasification Slot if the Unloading and Regasification Slot does not begin and end in the same month. Any sums incurred by the Operator or its shareholder and passed through to the User pursuant to Clause 4.2.1(a) shall be documented by way of photocopies of invoices and receipts and shall be accompanied by an overview over the Bunkers stock levels at the beginning and end of the invoiced month (as sum of daily consumptions reported by the FSRU Owner).

11.1.2 If any amounts are owed by the Operator to the User pursuant to this Agreement, the User shall deliver to the Operator an invoice (a “**User Invoice**”) setting out any such amounts no later than thirty (30) Business Days of such amount being owed.

11.2 Payment

11.2.1 Each Invoice shall be due and payable not later than ten (10) Business Days after delivery of such invoice.

11.2.2 If the full amount of the Invoice is not paid when due, the unpaid amount thereof shall bear interest at EURIBOR plus two percent (2%), commencing on the first day following the applicable due date for payment of such amount and ending on the date that such amount plus interest is finally paid. Section 352 HGB and section 288 para. 2 BGB are excluded for any late payment under this Agreement.

11.2.3 In the event of any disagreement concerning or any manifest error in any Operator Invoice, the User shall make provisional payment of the full amount of such Operator Invoice and shall notify the Operator of the reasons for such disagreement. If, after the relevant Dispute is finally resolved by agreement between the Parties or pursuant to Clause 19, any amount paid by the User to the Operator under such Operator Invoice is required to be returned to the User, the Operator shall, within ten (10) Business Days, reimburse to the User such amount plus interest thereon at the rate set out in Clause 11.2.2, which shall accrue commencing on the date of payment of such amount and ending on the date that such amount plus interest is finally reimbursed by the Operator to the User.

12. LIABILITIES AND INDEMNITIES

12.1 Indemnification

12.1.1 Save in respect of any liability for which the User (or the Transporter or LNG Vessel) is liable pursuant to the Conditions of Use (including where the master of the LNG Vessel has agreed for and on behalf of the LNG Vessel's owners and operators to be bound by the Conditions of Use), the Operator shall be solely responsible for and shall defend, indemnify and hold harmless each User Party from and against any Damages (save for any Consequential Loss of any User Party) arising as a result of:

- (a) any physical loss of or damage to any LNG Vessel or any property owned, leased, chartered or hired by any User Party used in connection with the performance of this Agreement, to the extent that such damage is caused by the negligence of an Operator Party;
- (b) the sickness, death of, or personal injury suffered by, any User Party as a result of an event in connection with the performance of this Agreement, in each case, to the extent that such sickness, death, injury, loss or damage is caused by the negligence of an Operator Party;
- (c) the sickness, death of, or personal injury suffered by any third party or the physical loss of or damage to any third party property to the extent that such injury, loss or damage is caused by the negligence of an Operator Party; and
- (d) Operator non-compliance in respect of any emissions restrictions or otherwise, including any and all Damages incurred for breach of environmental licenses, permits and/or authorisations.

12.1.2 The User shall be solely responsible for and shall defend, indemnify and hold harmless each Operator Party from and against any Damages (save for any Consequential Loss of any Operator Party) arising as a result of:

- (a) any physical loss of or damage to the FSRU or the Terminal Infrastructure or any property owned, leased, chartered or hired by any Operator Party used in connection with the performance of this Agreement to the extent that such damage is caused by the negligence of a User Party;
- (b) the sickness, death of, or personal injury suffered by, any Operator Party as a result of an event in connection with the performance of this Agreement, in each case, to the extent that such sickness, death, injury, loss or damage is caused by the negligence of a User Party;

- (c) the sickness, death of, physical or personal injury suffered by any third party or the physical loss of or damage to any third party property to the extent that such sickness, death, injury, loss or damage is caused by the negligence of a User Party; and
- (d) User non-compliance in respect of any emissions restrictions or otherwise, including any and all Damages incurred for breach of environmental licenses, permits and/or authorisations.

12.2 Pollution

- 12.2.1 The Operator shall save, indemnify and hold the User and each User Party harmless from and against any and all Damages (whether based on Applicable Law, contract, equitable cause or otherwise), that may be imposed on, incurred by, or asserted against any User Party arising out of, attributable to or in connection with pollution emanating from the property of any Operator Party used in connection with this Agreement (which shall include the FSRU), including but not limited to spills or leaks of fuel, lubricants, oils, paints, solvents, ballasts, bilge, garbage, sewerage, or from any other equipment or materials in the possession or control of any Operator Party, Regardless of Cause.
- 12.2.2 The User shall save, indemnify and hold the Operator and each Operator Party harmless from and against any and all Damages (whether based on Applicable Law, contract, equitable cause or otherwise), that may be imposed on, incurred by, or asserted against any Operator Party arising out of, attributable to or in connection with pollution emanating from the property of any User Party used in connection with this Agreement, including but not limited to spills or leaks of fuel, lubricants, oils, paints, solvents, ballasts, bilge, garbage, sewerage, or from any other equipment or materials in the possession or control of any User Party, Regardless of Cause.
- 12.2.3 Nothing in this Clause 12.2 shall prejudice any right of recourse of either Party, or any defences or rights to limit liability under any Applicable Law.
- 12.2.4 The rights of each Operator Party and each User Party under this Clause 12.2 shall extend to and include an indemnity in respect of any reasonable legal costs and/or other reasonable costs and expenses incurred by or awarded against them in respect of any claim made or any proceedings instituted against them in respect of any liability hereunder, including any criminal fine or civil penalty, irrespective of whether any such liability is actually incurred or imposed.

12.3 Operator Liability Cap

- 12.3.1 Except as provided in Clause 12.3.2, the aggregate liability of the Operator to the User under or in relation to this Agreement for any reason, shall be subject to a cap calculated as follows (the “**Operator Liability Cap**”):

$$100\% \times AQ \times GTC_{AVE} \times URS_N$$

Where:

‘AQ’ is the assumed quantity of three million six hundred thousand (3,600,000) MMBtu.

‘GTC_{AVE}’ is the arithmetic average of the Gas Throughput Charge applicable to all Unloading and Regasification Slots allocated to the User, as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

‘URS_N’ is the number of Unloading and Regasification Slots allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

The Operator Liability Cap shall operate as the total aggregate liability cap of the Operator, including in the case of termination of this Agreement upon the occurrence of an Operator Event of Default.

12.3.2 Unless otherwise expressly provided, the Operator’s liability to the User in respect of the following shall not be included in the Operator Liability Cap:

- (a) any liability for damages resulting from injury to life, body or health due to a negligent (*fahrlässig*) breach of duty by the Operator or a negligent or wilful (*fahrlässige oder vorsätzliche*) breach of duty by a legal representative (*gesetzlicher Vertreter*) or vicarious agent (*Erfüllungsgehilfe*) of the Operator;
- (b) any liability for other damages resulting from a grossly negligent (*grob fahrlässig*) breach of duty by the Operator or from a grossly negligent or wilful (*grob fahrlässig oder vorsätzlich*) breach of duty by a legal representative (*gesetzlicher Vertreter*) or vicarious agent (*Erfüllungsgehilfe*) of the Operator;
- (c) the payment obligation of the Operator under Clause 8.4.2 and the indemnities provided by the Operator under Clauses 12.1.1, 12.2.1 and 12.7.2 (provided that, in respect of Clauses 12.1.1 and 12.2.1, the Operator shall only be liable up to the limits of insurance of the relevant insurance policy as required under this Agreement and, in respect of Clause 12.7.2, the limitation set out in Clause 12.7.2 shall apply); and
- (d) any liability under or in connection with this Agreement, in respect of which and to the extent payment is received by the Operator from its insurers under insurances which the Operator is required to procure and maintain in accordance with this Agreement, up to the limits of insurance of the relevant insurance policy as required under this Agreement.

12.4 User Liability Cap

12.4.1 Except as provided in Clause 12.4.2, the aggregate liability of the User to the Operator under or in relation to this Agreement for any reason shall be subject to a cap calculated as follows (the “**User Liability Cap**”):

$$100\% \times AQ \times GTC_{AVE} \times URS_N$$

Where:

‘AQ’ is the assumed quantity of three million six hundred thousand (3,600,000) MMBtu.

‘GTC_{AVE}’ is the arithmetic average of the Gas Throughput Charge applicable to all Unloading and Regasification Slots allocated to the User, as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

‘URS_N’ is the number of Unloading and Regasification Slots allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

The User Liability Cap shall operate as the total aggregate liability cap of the User, including in the case of termination of this Agreement upon the occurrence of a User Event of Default.

12.4.2 Unless otherwise expressly provided, the User's liability to the Operator in respect of the following shall not be included in the User Liability Cap:

- (a) any liability for damages resulting from injury to life, body or health due to a negligent (*fahrlässig*) breach of duty by the User or a negligent or wilful (*fahrlässige oder vorsätzliche*) breach of duty by a legal representative (*gesetzlicher Vertreter*) or vicarious agent (*Erfüllungsgelhilfe*) of the User;
- (b) any liability for other damages resulting from a grossly negligent (*grob fahrlässig*) breach of duty by the User or from a grossly negligent or wilful (*grob fahrlässig oder vorsätzlich*) breach of duty by a legal representative (*gesetzlicher Vertreter*) or vicarious agent (*Erfüllungsgelhilfe*) of the User;
- (c) the User's obligation to pay the Service Charges or in accordance with Clause 5.3.6;
- (d) the indemnities provided by the User under Clauses 12.1.2, 12.2.2 and 12.7.1 (provided that, in respect of Clauses 12.1.2 and 12.2.2, the User shall only be liable up to the limits of insurance of the relevant insurance policy as required under this Agreement and, in respect of Clause 12.7.1, the limitation set out in Clause 12.7.1 shall apply); and
- (e) any liability under or in connection with this Agreement, in respect of which and to the extent payment is received by the User from its insurers under insurances which the User is required to procure and maintain in accordance with this Agreement, up to the limits of insurance of the relevant insurance policy as required under this Agreement.

12.5 Consequential Loss and Relief

12.5.1 To the greatest extent permitted by Applicable Laws, neither Party shall have any liability pursuant to this Agreement for any Consequential Loss, howsoever arising.

12.5.2 Where one Party is required to pay Costs to the other Party under this Agreement (including by way of indemnification) such Costs shall exclude any Consequential Loss excluded pursuant to Clause 12.5.1.

12.6 Wilful Misconduct and Gross Negligence

Notwithstanding anything to the contrary in this Agreement, the limitations on liability in this Agreement shall not apply in the case of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Party relying on the limitation.

12.7 Inter-Customer Liabilities

12.7.1 Where the Operator incurs any Costs or losses to any Other User(s) as a result of an act or omission of any User Party or any breach of this Agreement by the User, the User shall indemnify, defend and hold the Operator harmless from and against such Costs and losses, provided that the User's liability under this Clause 12.7.1 shall be limited to:

- (a) one million five hundred thousand Euros (€1,500,000) in respect of any event or circumstance or series of related events or circumstances; and
- (b) six million Euros (€6,000,000) in aggregate.

12.7.2 Where the User incurs any Costs or losses to any Other User(s), its LNG supplier(s) (which may include damages for failure to take LNG to the extent not mitigated or extinguished by the net proceeds of sale of such LNG, demurrage and excess boil-off), Transporter(s) (which may include demurrage, excess boil-off and incremental port fees) or the GPN Operator (which may include incremental entry capacity, end-of-day imbalance penalties and liability failure to deliver Gas) as a result of an act or omission of any Other User(s), an act or omission of the Operator or any breach of this Agreement by the Operator, the Operator shall indemnify, defend and hold the User harmless from and against such Costs and losses, provided that the Operator's liability under this Clause 12.7.2 shall be limited to:

- (a) one million five hundred thousand Euros (€1,500,000) in respect of any event or circumstance or series of related events or circumstances; and
- (b) six million Euros (€6,000,000) in aggregate.

12.8 **Liquidated Damages**

The Parties acknowledge and agree that it would be impracticable to accurately determine the extent of the loss, damage and expenditure that either Party would have in the circumstances described in Clauses 4.1.2, 5.3.6, 6.3.1 and 16.5.1. To the extent that any damages required to be paid under this Agreement are liquidated, the Parties acknowledge and agree that such amount represents a good faith genuine pre-estimate of loss and are proportionate to, and fairly reflect, the relevant Party's legitimate interest in enforcing its rights under this Agreement and the extent of the loss or liability which would likely be suffered by the relevant Party because of the other Party's failure to meet its relevant obligation under this Agreement, including the Federal Republic of Germany's energy demand requirements and the requirement for LNG to be imported into the Federal Republic of Germany for the purposes of energy security. Accordingly, the Parties have agreed in advance that the payment of such amounts pursuant to Clauses 4.1.2, 5.3.6, 6.3.1 and 16.5.1 are a sole and exclusive remedy, and the relevant Party's sole liability for such circumstances. Each Party acknowledges and agrees that such damages are not a penalty or deterrent, are not unfair, and do not unreasonably disadvantage either Party, and each Party irrevocably waives any right to claim against the other Party that such damages are not enforceable or to contest the payment of such damages or to claim that such damages constitute a penalty.

13. **INSURANCE**

13.1 **Operator Insurance**

The Operator shall procure (or cause to be procured) and maintain (or cause to be maintained), such insurances as are customarily procured and maintained for FSRUs acting as a Reasonable and Prudent Operator.

13.2 **User Insurance**

13.2.1 The User shall procure (or cause to be procured) and maintain (or cause to be maintained) such insurances as are customarily procured and maintained for LNG Vessels acting as a Reasonable and Prudent User. Specifically, an LNG Vessel that unloads LNG at the Terminal must have insurance coverage consisting of at least:

- (a) hull and machinery for not less than the market value of the LNG Vessel; and
- (b) protection and indemnity insurance as a full entry with a member of the International Group of P&I Clubs, including cover for collision, damage to fixed and floating objects (to the extent not covered by the hull and machinery insurance noted in Clause 13.2.1(a)), wreck removal, pollution and injury/death to crew and war risks P&I excess cover on such terms and on such limits as are customarily available from a member of the International Group of P&I Clubs.

13.2.2 The User shall procure that all insurances required to be procured (or caused to be procured) and maintained (or caused to be maintained) pursuant to Clause 13.2.1 shall contain a waiver of any subrogated rights against the Operator in respect of any claims by the User under such insurance.

14. TAXES AND DUTIES

14.1 Value Added Tax

The amounts stated to be payable by a Party in this Agreement are exclusive of VAT and sales tax which may be payable. If VAT or sales tax is chargeable on any supply made by a Party in connection with this Agreement, then the Party making the payment for such supply shall pay to the Party receiving the payment, in addition to payment of the amount due, an amount equal to the VAT or sales tax. Any amount of VAT or sales tax payable shall be paid upon presentation of a valid VAT invoice. For the avoidance of doubt, all supplies made by one Party to the other Party and which are the subject of VAT or sales tax are invoiced for their full value by the Party making the supply to the Party receiving the supply.

14.2 No Deduction or Withholding

Each Party shall pay all sums payable by it under this Agreement free and clear of all deductions or withholdings in respect of Withholding Tax unless any applicable tax law requires such a deduction or withholding. If a deduction or withholding of Withholding Tax is so required, then the Party liable to make such payment will pay such additional amount to the other Party as will ensure that the net amount the other Party receives equals the full amount which it would have received had the deduction or withholding of Withholding Tax not been required.

14.3 Energy Tax

The amounts stated in this Agreement to be payable by a Party are exclusive of the Energy Tax for which the Operator or any subcontractor of the Operator is liable towards any Governmental Authority or towards the FSRU Owner pursuant to the Charter. If the Energy Tax is chargeable on any supply made by a Party in connection with this Agreement, then the Party making the payment for such supply shall pay to the Party receiving the payment, in addition to payment of the amount due, an amount equal to the Energy Tax.

14.4 Payment of Tax

14.4.1 The User shall pay or reimburse the Operator for payments made by the Operator and shall indemnify, defend and hold harmless the Operator from and against, all Taxes (including customs and import duties) levied or imposed by any Governmental Authority, on the User's LNG and the User's Inventory, and on the handling, transportation or use of the User's LNG and the User's Inventory, which the Operator is required to pay or collect under any applicable tax law (other than any fines levied against the Operator as a result of the Operator's failure to timely pay any amount, to

comply with any applicable tax law, or to perform its obligations under this Agreement).

14.4.2 Where a Party has been reimbursed under this Agreement by the other Party for payments of any Taxes made and the recipient of such reimbursement receives or is entitled to receive a refund in respect of the same Taxes (whether by way of actual receipt, credit, set-off or otherwise), the recipient of such reimbursement shall, within thirty (30) days of receiving such refund, repay, or cause to be repaid, to the other Party a part of the reimbursement of such Taxes equal to the amount of the refund in respect of the same Taxes effectively received or enjoyed, less any reasonable Costs incurred in obtaining the refund, and less any Taxes levied or leviable in respect of that refund and, if such refunds are held by the recipient, plus any interest at EURIBOR for the time it is held in this way.

15. FORCE MAJEURE

15.1 Event of Force Majeure

15.1.1 “**Event of Force Majeure**” shall mean any event or circumstance or combination of events or circumstances that prevent, impede or delay the performance by a Party (the “**Affected Party**”) of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances are not within the Affected Party’s reasonable control and the effects of which the Affected Party could not have prevented or overcome by acting as a Reasonable and Prudent Operator or a Reasonable and Prudent User (as the case may be), including the following events to the extent that they or their consequences satisfy the foregoing requirements:

- (a) acts of God, flood, lightning, named hurricane/tornado/cyclone, tidal wave, earthquake, tsunami, explosion or other natural physical disasters;
- (b) war (whether declared or undeclared), riot, civil war, blockade, public international trade sanctions, embargoes, insurrections, terrorism, sabotage, or acts of public enemies or civil disturbances;
- (c) chemical or radioactive contamination or ionising radiation;
- (d) epidemics, plagues and quarantine restrictions;
- (e) shipwreck, navigational and maritime perils;
- (f) the nationalisation, confiscation, expropriation, compulsory acquisition, arrest or restraint of any assets by any Governmental Authority;
- (g) the FSRU and/or Terminal (or part thereof) or the downstream facilities relating to the FSRU and/or the Terminal being closed or partly closed or any part thereof being prohibited from operating by Applicable Law or the decision of any Governmental Authority;
- (h) any event of force majeure (howsoever defined) affecting the GPN Operator;
and
- (i) subject to Clause 15.2.1(e), strikes, lockouts, industrial disputes or industrial action.

15.1.2 For the purposes of this Clause 15.1, a failure in performance is due to the fault of a given Party if it is:

- (a) in the case of the Operator, due to the fault of any Operator Party; and
- (b) in the case of the User, due to the fault of any User Party or LNG supplier or Transporter or master of its LNG Vessel.

15.2 Exclusions to an Event of Force Majeure

15.2.1 Notwithstanding Clause 15.1.1, an Event of Force Majeure shall not include:

- (a) a failure or inability of either Party to make any payment of money in accordance with the terms of this Agreement or any financial distress affecting either Party;
- (b) any breakdown or failure of plant or equipment, or late performance by a subcontractor, unless caused by an event that satisfies the requirements in Clause 15.1;
- (c) any unavailability of infrastructure downstream from the Gas Delivery Point unless caused by an event specified in Clause 15.1.1;
- (d) changes in market conditions or either Party's commercial, financial or economic conditions;
- (e) strikes, lockouts, industrial disputes or industrial action that involves only persons employed by the Affected Party or any of its subcontractors, suppliers or agents;
- (f) arrest of the FSRU on reasonable grounds and resulting from an act or omission of the FSRU Owner;
- (g) exchange control requirements or restrictions; or
- (h) Adverse Weather Conditions.

15.2.2 Notwithstanding Clause 15.1, an Event of Force Majeure shall not relieve, suspend, or otherwise excuse:

- (a) the User from payment of any amount to the Operator under this Agreement;
- (b) the Operator from payment of any amount to the User under this Agreement; or
- (c) either the User or the Operator from performing any obligation to indemnify, reimburse, hold harmless or otherwise pay any other Party under this Agreement.

15.3 Force Majeure Relief

15.3.1 A Party intending to seek relief under this Clause 15 shall as soon as reasonably practicable after it becomes aware of the relevant Event of Force Majeure:

- (a) notify the other Party of the event and furnish reasonable particulars thereof, if available;

- (b) give a bona fide estimate of when it will be able to resume full performance of its obligations;
 - (c) give the particulars of the programme to be implemented to resume full performance hereunder; and
 - (d) provide interim reports concerning the event for continued invocation of Clause 15.1 and an estimate of the anticipated duration of the Event of Force Majeure relief which it seeks.
- 15.3.2 The Affected Party shall, throughout the period during which it is prevented from, or impeded or delayed in, performing its obligations under this Agreement, allow the other Party (at such other Party's risk and cost) to have access to such information, facilities, sites and personnel in the possession, control or employment of the Affected Party as the other Party may reasonably request in connection with such Event of Force Majeure.
- 15.3.3 The obligations of the Parties under this Agreement to the extent performance thereof is prevented, impeded or delayed by the Event of Force Majeure shall be suspended, and the Parties shall not be liable for the non-performance thereof for the duration of the Event of Force Majeure. To the extent that an Event of Force Majeure prevents a Party from performing its obligations in relation to any Unloading and Regasification Slot allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*), the Parties shall be excused from performing their obligations relating to such Unloading and Regasification Slot.
- 15.3.4 In case of an Event of Force Majeure, the FSRU shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other way whatsoever given by a Governmental Authority of the Flag State of the FSRU or any other Governmental Authority having, under the terms of the war risks insurance on the FSRU, the right to give any such directions or recommendations.
- 15.3.5 To the extent either Party is entitled to relief from its obligations under this Agreement on grounds that an event or circumstance constitutes an Event of Force Majeure, the Affected Party shall as soon as reasonably possible take the measures which a Reasonable and Prudent Operator or a Reasonable and Prudent User (as the case may be) would take to bring the Event of Force Majeure to an end and to overcome and/or minimise the effects and consequences thereof which prevent, impede or delay such Affected Party's ability to resume performance hereunder. An Affected Party shall not be entitled to relief hereunder or, having become entitled, shall cease to be so entitled, and an event or circumstance originally constituting an Event of Force Majeure shall cease to be treated as an Event of Force Majeure, to the extent that the Affected Party claiming an Event of Force Majeure relief fails to comply with this Clause 15.3.5, unless such failure is itself caused by an Event of Force Majeure.
- 15.3.6 As soon as an Affected Party ceases to be so affected by an Event of Force Majeure and is no longer prevented from complying with its obligations under this Agreement, such Affected Party shall:
- (a) notify the other Party accordingly; and
 - (b) use all reasonable endeavours to recommence performance of such obligations as soon as reasonably practicable.

15.4 **Limitations on Force Majeure**

The occurrence of an Event of Force Majeure shall not affect any obligation to indemnify, reimburse, hold harmless or otherwise pay the other Party under this Agreement and the Parties' options to otherwise terminate this Agreement in accordance with its terms.

16. **EVENTS OF DEFAULT AND TERMINATION**

16.1 **User Events of Default**

16.1.1 Without prejudice to Clause 20.1.3, the Operator may only terminate this Agreement upon the occurrence of any of the following events (each a “**User Event of Default**”):

- (a) the User fails to pay any amounts that are due to the Operator and such failure to pay is not cured in full within thirty (30) Business Days after the User receives notice of such failure;
- (b) the User commits a material breach of its obligations under this Agreement (including a breach of Applicable Law) and such breach is not capable of being cured;
- (c) the User commits a material breach of its obligations under this Agreement which is capable of being cured and either (i) the User has not commenced endeavours to cure such breach within (10) Business Days after the User receives notice of such breach; or (ii) such breach has not been cured thirty (30) days after the Operator gives the User notice of such breach or breaches;
- (d) the User fails to comply in any respect with any of the requirements of Clause 17;
- (e) the User or the User's Guarantor:
 - (i) suspends payment of its debts or is generally unable to pay its debts as they fall due;
 - (ii) passes a resolution, commences proceedings or has proceedings commenced against it (which proceedings commenced against it are not stayed within twenty-eight (28) days of service thereof on the User or the Guarantor (as applicable)) in the nature of bankruptcy or reorganisation resulting from insolvency, or for its liquidation or for the appointment of a receiver, administrator, trustee in bankruptcy or liquidator of its undertakings or assets;
 - (iii) enters into any composition or scheme or arrangement with its creditors for the forgiveness or forbearance of all or substantially all of its debts;
 - (iv) ceases to carry on its business;
 - (v) enters into any arrangement or composition with creditors generally or any class thereof save in the course of a reconstruction or amalgamation previously approved in writing by the Operator;
 - (vi) is placed under official management or the equivalent procedure in its place of organisation; or

- (vii) is unable or admits inability to pay its debts within the meaning of that expression within the provisions of any enactment governing insolvency in the place where it carries on business;
- (f) a petition is presented or an order is made by any court of competent jurisdiction or other appropriate authority or a resolution is passed for bankruptcy, dissolution or winding up of the User or the User's Guarantor, unless such petition, order or resolution is contested by the User or the Guarantor (as applicable) in good faith by appropriate proceedings and is stayed or released within thirty (30) days;
- (g) a liquidator, manager, administrator, receiver or trustee is appointed or the holder of any encumbrance takes possession of all of the undertakings or property of the User or the Guarantor (as applicable) or any material part of the undertakings or property of the User or the Guarantor (as applicable) and is not paid out or discharged within twenty eight (28) days unless such appointment or possession is being contested by the User or the Guarantor (as applicable) in good faith by appropriate proceedings and is paid out or discharged within forty-five (45) days; and/or
- (h) save as otherwise excused pursuant to this Agreement, the User has not delivered the Minimum Quantity in respect of any three (3) or more Unloading and Regasification Slots of the total Unloading and Regasification Slots allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

16.2 Operator Events of Default

16.2.1 Without prejudice to Clause 20.1.3, the User may only terminate this Agreement upon the occurrence of any of the following events (each an "**Operator Event of Default**");

- (a) the Operator fails to pay any amounts that are due to the User and such failure to pay is not cured in full or recovered within thirty (30) Business Days after the Operator receives notice of such failure;
- (b) the Operator commits a material breach of its obligations under this Agreement (including a breach of Applicable Law) and such breach is not capable of being cured; and
- (c) the Operator commits a material breach of its obligations under this Agreement which is capable of being cured and either (i) the Operator has not commenced endeavours to cure such breach within (10) Business Days after the Operator receives notice of such breach; or (ii) such breach has not been cured within thirty (30) days after the User gives the Operator notice of such breach or breaches.

16.3 Termination Notice

16.3.1 Upon the occurrence of an Operator Event of Default or a User Event of Default, as the case may be, the non-defaulting Party may, at its option, deliver a termination notice to the other Party. The termination notice shall specify in reasonable detail the Operator Event of Default or User Event of Default, as the case may be, giving rise to the termination notice.

16.3.2 This Agreement shall automatically terminate upon the effective date of such termination as set out in the termination notice given pursuant to Clause 16.3.1 or, where Clause 16.4 applies, from the date and time set out in Clause 16.4.

16.4 Other Termination Events

Should the FSRU be a Total Loss, this Agreement shall automatically terminate at 12:00 hours German local time on the Total Loss Date.

16.5 Consequences of Termination

16.5.1 Where the Operator terminates this Agreement pursuant to Clause 16.3 for a User Event of Default under Clause 16.1.1(h), the User shall (in addition to the amounts payable pursuant to Clause 5.3.6) pay to the Operator as liquidated damages an amount in respect of each unused Unloading and Regasification Slot allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*) which shall be calculated as follows:

$$\text{AQ} \times \text{GTC}$$

Where:

‘AQ’ is the assumed quantity of three million six hundred thousand (3,600,000) MMBtu.

‘GTC’ is the Gas Throughput Charge for such Unloading and Regasification Slot set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

16.5.2 Where the Operator terminates this Agreement pursuant to Clause 16.3 for a User Event of Default, the Operator may reallocate any remaining Unloading and Regasification Slots allocated to the User to an Other User (or another Person which becomes an Other User prior to such reallocation) pursuant to a transparent and non-discriminatory procedure determined by the Operator in accordance with Applicable Law.

16.5.3 If the User has made payment in full pursuant to Clause 16.5.1 for all unused Unloading and Regasification Slot(s) and the Operator reallocates any corresponding remaining Unloading and Regasification Slot(s) pursuant to Clause 16.5.2, the Operator shall, in respect of each such reallocated Unloading and Regasification Slot, account to the User for the net proceeds received by the Operator in respect of such reallocated Unloading and Regasification Slot. For the purposes of this Clause 16.5.3, the “net proceeds” received by the Operator in respect of a reallocated Unloading and Regasification Slot shall mean the amount received from the Other User in respect of the gas throughput charge for such reallocated Unloading and Regasification Slot less any actual, reasonable and verifiable incremental costs incurred by the Operator in connection with the reallocation of any such reallocated Unloading and Regasification Slot(s) (including any such costs incurred in connection with (i) the termination of this Agreement and (ii) the entry into new terminal use agreements in connection with the reallocation of any such Unloading and Regasification Slot(s)), provided that in no circumstances shall the Operator be required to account to the User for net proceeds in excess of the amount actually received by the Operator from the User pursuant to Clause 16.5.1 in respect of such reallocated Unloading and Regasification Slot.

16.5.4 Where the User terminates this Agreement pursuant to Clause 16.3 for an Operator Event of Default then, subject to Clause 8.4.2, Clause 12.1.1, Clause 12.2, Clause 12.7, Clause 16.6 and Clause 16.7, the Operator shall have no further liability to the User.

16.5.5 Where this Agreement terminates pursuant to Clause 16.4 for a Total Loss then, subject to Clause 16.7, neither Party shall have any further liability to the other Party.

16.6 Events of Default

Each Party acknowledges and agrees that the User Events of Default and the Operator Events of Default do not unreasonably disadvantage either Party, and each Party irrevocably waives any right to bring a claim against the other Party to contest the effectiveness of any User Event of Default and the Operator Event of Default.

16.7 Survival

Termination or expiry of this Agreement shall be without prejudice to the rights and obligations of the Parties that have accrued on or prior to the date of, or arise in consequence of, such termination or expiry and any rights that are expressed to survive termination.

17. CREDIT SUPPORT

17.1 Parent Company Guarantee

17.1.1 If the User does not have an Acceptable Credit Rating as at the Effective Date, the User shall cause an Acceptable Guarantor to execute and deliver to the Operator a Parent Company Guarantee on the Effective Date.

17.1.2 If the User has an Acceptable Credit Rating as at the Effective Date but, at any time after the Effective Date, the User subsequently ceases to have an Acceptable Credit Rating, the User shall forthwith cause an Acceptable Guarantor to execute and deliver to the Operator a Parent Company Guarantee.

17.1.3 If neither the User nor any Affiliate of the User has an Acceptable Credit Rating as at the Effective Date, the User shall cause a Guarantor acceptable to the Operator (acting reasonably) to execute and deliver to the Operator a Parent Company Guarantee on the Effective Date.

17.2 Letter of Credit

17.2.1 In respect of the User's liabilities under this Agreement, and without prejudice to the requirement to deliver to the Operator the Parent Company Guarantee, the User shall on or before 1 March 2024 issue or cause to be issued, and maintain or cause to be maintained until 31 December 2024, in favour of the Operator a Letter of Credit in substantially the form set out in Schedule 5 (*Form of Letter of Credit*) ("**Base LC**") which shall be for an amount which is the greater of:

- (a) four million five hundred thousand Euros (€4,500,000); and
- (b) an amount calculated as set out below, subject to a maximum of forty million Euros (€40,000,000):

$$100\% \times AQ \times GTC_{AVE} \times URS_N$$

Where:

'AQ' is the assumed quantity of three million six hundred thousand (3,600,000) MMBtu.

‘GTC_{AVE}’ is the arithmetic average of the Gas Throughput Charge applicable to all Unloading and Regasification Slots allocated to the User, as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

‘URS_N’ is the number of Unloading and Regasification Slots allocated to the User as set out in Schedule 1 (*Allocated Unloading and Regasification Slots*).

By way of illustration only, if the User was allocated four (4) Unloading and Regasification Slots and the arithmetic average of the Gas Throughput Charge applicable to all Unloading and Regasification Slots was €0.55/MMBtu, the Base LC would be required to be issued for an amount of €7,920,000 (being 3,600,000 x €0.55 x 4).

By way of illustration only, if the User was allocated twenty-two (22) Unloading and Regasification Slots and the arithmetic average of the Gas Throughput Charge applicable to all Unloading and Regasification Slots was €0.55/MMBtu, the Base LC would be required to be issued for an amount of €40,000,000, because 3,600,000 x €0.55 x 22 equals €43,560,000, which exceeds €40,000,000.

17.2.2 If any amount required to be paid by the User is not paid by the User in accordance with this Agreement, the Operator may issue a demand for payment of such amount under the Base LC.

17.3 Replacement Credit Support

17.3.1 If, at any time after 1 March 2024, the Guarantor is not an Acceptable Guarantor, the User shall within ten (10) Business Days:

- (a) if another Affiliate of the User is an Acceptable Guarantor, cause a replacement guarantee (the “**Replacement Guarantee**”) in substantially the form set out in Schedule 6 (*Form of Parent Company Guarantee*) and reasonably acceptable to the Operator, to be issued by such Acceptable Guarantor in favour of the Operator and, upon the Replacement Guarantee becoming effective, the original Parent Company Guarantee (or existing Replacement Guarantee) shall terminate; or
- (b) if no Affiliate of the User is an Acceptable Guarantor, issue or cause to be issued in favour of the Operator a Letter of Credit (the “**Additional LC**”) in substantially the form set out in Schedule 5 (*Form of Letter of Credit*) and in an amount of six million Euros (€6,000,000) from an Acceptable Financial Institution, and the existing Parent Company Guarantee (or existing Replacement Guarantee) shall remain in full force and effect.

17.3.2 If, at any time after 1 March 2024, the issuer of any Base LC or Additional LC is not an Acceptable Financial Institution, the User shall within ten (10) Business Days, issue or cause to be issued in favour of the Operator a Letter of Credit (the “**Replacement LC**”) in substantially the form set out in Schedule 5 (*Form of Letter of Credit*) and in the full amount required pursuant to Clause 17.2.1 from an Acceptable Financial Institution, and upon the Replacement LC becoming effective, the Operator shall return the original Base LC to the User for cancellation.

17.3.3 If, at any time after 1 March 2024, the issuer of any Replacement LC is not an Acceptable Financial Institution, the User shall within ten (10) Business Days, issue or

cause to be issued in favour of the Operator a further Replacement LC in substantially the form set out in Schedule 5 (*Form of Letter of Credit*) and in the full amount required pursuant to Clause 17.2.1 from an Acceptable Financial Institution, and upon such Replacement LC becoming effective, the Operator shall return the original Replacement LC to the User for cancellation.

17.3.4 Any Parent Company Guarantee, Replacement Guarantee, Base LC, Additional LC and Replacement LC shall remain in full force and effect from the time of issue until the expiry of the Term of this Agreement, save as otherwise provided under this Clause 17.3 or under the terms of the Parent Company Guarantee.

18. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

18.1 Confidentiality

18.1.1 For the purposes of this Clause 18, whichever of the Operator or the User is disclosing Confidential Information shall be referred to as the “**Disclosing Party**” and whichever of the Operator or the User is receiving Confidential Information as the “**Receiving Party**”.

18.1.2 The Receiving Party agrees to keep the Confidential Information strictly confidential and shall not sell, trade, publish or otherwise disclose the Confidential Information to any Person in any manner whatsoever, including, but not limited to, by means of photocopy or reproduction without the prior consent of the Disclosing Party (such consent not to be unreasonably withheld).

18.1.3 The Confidential Information shall not be used by the Receiving Party for any purpose except in connection with the performance of its obligations pursuant to or for the purposes of this Agreement.

18.1.4 The Parties acknowledge that Confidential Information is or might be share price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities laws related to insider dealings and market abuse. Each Party undertakes not to use any Confidential Information for any unlawful purpose.

18.2 Permitted disclosures

18.2.1 The provisions of this Clause 18 shall not apply to Confidential Information which:

- (a) at the date of this Agreement is or any time thereafter becomes publicly known or available to the public other than through the act or omission of the Receiving Party in breach of this Agreement;
- (b) is acquired independently by the Receiving Party from a third party that, to the knowledge of the Receiving Party, has the right to disclose such information at the time it is acquired by the Receiving Party (without any obligations of confidentiality);
- (c) is developed independently by the Receiving Party without reliance on the Confidential Information disclosed by the Disclosing Party and such fact can be reasonably demonstrated by the Receiving Party;
- (d) is required to be disclosed to any arbitrator or Expert appointed in accordance with Clause 19; or

- (e) is required to be disclosed:
 - (i) by any order of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body;
 - (ii) in order to comply with the requirements of any Applicable Law; or
 - (iii) by the rules of any relevant stock exchange, the U.S. Securities Exchange Commission, listing authority or any regulatory supervisory body with which the Receiving Party is bound to comply,

provided that the Receiving Party shall give notice to the Disclosing Party prior to such disclosure (unless restricted from doing so by any Applicable Law or requirement).

18.2.2 Notwithstanding Clause 18.1.2, Confidential Information may, without the Disclosing Party's prior consent, be disclosed by the Receiving Party to the following permitted recipients ("**Permitted Recipients**"):

- (a) the Receiving Party's Affiliates, and its and their directors, officers and employees who have a specific need to know such Confidential Information in order to perform the obligations set forth under this Agreement or to carry out management oversight and corporate governance obligations in relation to the Receiving Party, *provided* that:
 - (i) the Receiving Party shall inform such individuals of the confidential nature of the Confidential Information; and
 - (ii) the Receiving Party's Affiliates, and they and their directors, officers or employees (as applicable), undertake to maintain the confidentiality of such Confidential Information;
- (b) advisors and consultants, including counsel, accountants and other agents, of the Receiving Party and the Receiving Party's Affiliates who have a specific need to know such Confidential Information in order to:
 - (i) assist the Receiving Party to perform the obligations set forth under this Agreement; or
 - (ii) advise management in relation to oversight and corporate governance obligations in relation to the Receiving Party, or otherwise to advise on the rights and obligations of the Receiving Party under this Agreement,

provided that the Receiving Party shall inform such individuals of the confidential nature of the Confidential Information;

- (c) third parties on an aggregated basis to the extent such information is delivered to any such third party for the sole purpose of calculating a published index;
- (d) any bona fide intended assignees of the Receiving Party's interests under this Agreement, *provided* that:
 - (i) such intended assignee has entered into a written confidentiality agreement with the Receiving Party on terms substantially equivalent

to those set out in this Clause 18, or otherwise reasonably acceptable to the Disclosing Party;

- (ii) a copy of that confidentiality agreement has been provided to the Disclosing Party; and
 - (iii) such confidentiality agreement expressly states that the Disclosing Party is an intended third party beneficiary of such agreement with respect to disclosure of Confidential Information, capable of independently enforcing the provisions therein protecting disclosure of such Confidential Information;
- (e) prospective LNG suppliers for the Terminal and potential equity and debt investors in the Terminal, subject to a written confidentiality agreement on terms substantially equivalent to those set out in this Clause 18, or otherwise reasonably acceptable to the Disclosing Party;
 - (f) banks or other credit institutions that are providing or intend to provide financing to either of the Parties or their Affiliates in connection with the Terminal or the FSRU, and advisors of such banks or other credit institutions; and
 - (g) competent federal ministries (in particular the Federal Chancellery, the Federal Ministry of Economics and Climate Action and the Federal Ministry of Finance) and their subordinate authorities as well as to parliamentary supervisory bodies or supervisory bodies established by federal law (e.g., the Federal Audit Office).

18.2.3 The Receiving Party shall be responsible for ensuring that all of its Permitted Recipients to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential in accordance with the terms of this Agreement and shall not disclose, divulge or use such Confidential Information in violation of this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach of this Agreement by the Permitted Recipients of the Receiving Party.

18.2.4 The Disclosing Party warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, however, makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed. The Receiving Party acknowledges that it shall be responsible for the verification of the completeness and/or accuracy of the Confidential Information to its own satisfaction. The Disclosing Party, its Affiliates, and their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

18.3 **Injunction and Equitable Remedies**

The Parties acknowledge that monetary damages may not be a sufficient remedy for any breach of this Clause 18 and that the other Party may suffer irreparable harm as a result of any such breach. Accordingly, the Parties may seek equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Clause 18.

18.4 **Duration**

18.4.1 The Parties shall take, and shall ensure that their respective officers, employees and agents (and those of their Affiliates) take, all reasonable measures to protect Confidential Information concerning or arising from this Agreement after the date of termination or expiry of this Agreement.

18.4.2 The provisions of this Clause 18 shall survive for a period of three (3) years after the termination or expiry of this Agreement.

18.5 **Press Release**

Any public announcement (including any press release) by either Party directly relating to this Agreement shall only be made with the prior consent of the other Party. Subject to giving prior notice and, where reasonably practicable, undertaking reasonable consultation with the other Party, this Clause 18.5 will not prohibit or restrict a Party from making such reference, comment, disclosure, statements or other announcements as may be required by any relevant stock exchange or by Applicable Law.

19. **GOVERNING LAW AND DISPUTE RESOLUTION**

19.1 **Governing Law**

This Agreement (including Clause 19.3) and any non-contractual obligation arising out of or in connection with it will be governed by and construed in accordance with the laws of Germany, without reference to any conflict of laws rules or principles. For the avoidance of doubt, the application of the Convention on the International Purchase of Goods and the Conclusion of International Purchase Contracts is explicitly excluded.

19.2 **Expert Determination**

19.2.1 In the event of a Dispute between the Parties regarding any technical matter, including matters relating to metering and measurement, the Parties hereby agree that, upon the request of either Party, such Dispute shall be submitted to an Expert pursuant to this Clause 19.2.

19.2.2 The Party desiring the Expert appointment to be made shall notify the other Party in writing, specifying details of the matter proposed to be resolved.

19.2.3 The Parties shall meet in an effort to agree upon a single Expert to whom the matter in dispute shall be referred for determination. If within twenty-one (21) days from the service of such notice the Parties have either failed to meet or failed to agree upon an Expert, then the matter may be referred forthwith by the Party desiring the appointment to be made to the DIS which shall be requested to appoint the Expert within thirty (30) days and in so doing may take such independent advice as it deems fit.

19.2.4 Upon an Expert being agreed or selected, the Parties shall forthwith notify such Expert of his selection and shall request him within fourteen (14) days to state whether or not he is willing and able to accept the appointment.

19.2.5 If such Expert is unwilling or unable to accept such appointment or has not stated his willingness and ability to accept such appointment within the fourteen (14) day period, then (unless the Parties are able to agree upon the appointment of another Expert) the matter shall again be referred (by either Party) in the aforesaid manner to the DIS which

shall be requested to make a further appointment and the process shall be repeated until an Expert is found who accepts appointment.

19.2.6 No Person shall be appointed to act as the Expert under this Clause 19.2 unless qualified by education, experience and training to determine the matter in dispute.

19.2.7 Any Person appointed as the Expert shall be entitled to act as such Expert, provided before accepting such appointment he fully discloses to the Parties any interest or duty and any conflict of interest or potential conflict of interest, including all particulars thereof. If such disclosure has been made, either Party may require within five (5) Business Days from such disclosure removal of the Expert, stating the reasons for such removal, and such Expert shall be replaced in accordance with this Clause 19.2.

19.2.8 If, at any time prior to the Expert rendering a decision on any matter, a conflict or potential conflict of interest arises, then the Expert will fully disclose the particulars of such facts to the Parties. In that event, either Party may within five (5) Business Days from such disclosure require the removal of the Expert, and a new Expert shall be appointed in accordance with the terms of this Clause 19.2. No Person shall be appointed as an Expert who at the time of appointment is an employee of either Party or of any Affiliate.

19.2.9 The Expert appointed shall make his decision based on data, information and submissions supplied and made to him by the Parties not later than thirty (30) days after his acceptance of appointment, and he shall ignore data, information and submissions supplied and made after such thirty (30) days unless the same are furnished in response to a specific request from him.

19.2.10 If, within a reasonable period (which shall not exceed ninety (90) days after the acceptance by the Expert of his appointment), the Expert has not rendered a decision, then (at the request of either Party) a new Expert shall be appointed under the provisions of this Clause and, upon the acceptance by such new Expert of his appointment, the appointment of the previous Expert shall cease.

19.2.11 However, if the previous Expert shall have rendered a decision prior to the date upon which the new Expert accepts his appointment, such decision shall be binding upon Parties and the instructions to the new Expert shall be withdrawn.

19.2.12 The Expert shall be deemed not to be an arbitrator but shall render his decision as an Expert and the law or legislation relating to arbitrations shall not apply to such Expert or his determinations or the procedure by which he reaches his determination.

19.2.13 The determination of the Expert shall be final and binding upon Parties, save in the event of fraud, manifest material error or failure by the Expert to disclose any relevant interest or duty in accordance with this Clause 19.2.

19.2.14 Each Party shall bear the costs and expenses of all counsel, witnesses and employees retained by it in connection with the Expert procedure, but the cost and expenses of the Expert shall be apportioned equally between the Operator and the User.

19.3 **Arbitration**

19.3.1 Subject to Clause 19.2, any Dispute shall be referred to and finally resolved by arbitration under the DIS Rules (DIS SchO). The DIS Rules are deemed to be incorporated by reference into this Clause 19.3.

19.3.2 The number of arbitrators shall be three (3) and shall be appointed in accordance with the DIS Rules and who shall each be fluent in English, familiar with the general principles of German law, and the presiding arbitrator should be experienced in arbitrations conducted under the DIS Rules. The seat, or legal place, of arbitration shall be Stade, and the language to be used in the arbitral proceedings shall be English.

19.3.3 The arbitral panel shall issue its reasoned award in writing and is authorised to award costs, legal fees and expenses to the prevailing Party as part of its award.

19.3.4 Any award shall be final, binding and enforceable against the Parties in any court of competent jurisdiction, and, to the extent permitted by law, the Parties hereby waive all rights to appeal such award.

19.4 Continued Performance

Notwithstanding the reference of a Dispute for resolution under the provisions of Clause 19.2 or 19.3, the Parties shall continue diligently to observe and perform their respective obligations and duties under this Agreement as if no Dispute had arisen, except if a Party has given notice to terminate this Agreement. This Clause 19.4 shall survive termination of this Agreement.

20. BUSINESS PRINCIPLES

20.1 Sanctions and Anti-Corruption

20.1.1 By entering into this Agreement, each Party, represents and covenants that:

- (a) it has not violated any Sanctions Laws applicable to it on or before the date of this Agreement;
- (b) in connection with the business conducted under this Agreement, it is, and will be, compliant with all Sanctions Laws applicable to it;
- (c) neither it, nor, to its knowledge, any director, officer, agent, employee of it is the subject of any Sanctions Laws and it is not owned or controlled, in whole or in part, directly or indirectly, by any party subject to any Sanctions Laws;
- (d) it shall comply with all Sanctions Laws;
- (e) it is not a Sanctions Restricted Person;
- (f) it is not requiring the FSRU to be operated in any manner which is contrary to Sanctions Laws;
- (g) neither it nor, to the best of its knowledge, its direct or indirect shareholder(s) holding more than fifty percent (50%) of the shareholding, are subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions Laws;
- (h) it will not take any action or make any omission or make use of the FSRU or the Services in a manner that:
 - (i) is in breach of Sanctions; or
 - (ii) results, or is likely to result, in either Party or the FSRU Owner becoming a Restricted Party or otherwise a target of sanctions (being

an entity or person that is a target of laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes being imposed on any United States person or other legal or natural person subject to the jurisdiction or authority of a United States Sanctions Authority which prohibit or restrict them from engaging in trade, business or other activities with such person without all appropriate licenses or exemptions issued by all applicable United States Sanctions Authorities); and

- (i) it shall promptly notify the other Party in writing of any changes to any of the representations, covenants and undertakings made above.
- 20.1.2 Each Party shall ensure that all obligations under this Clause 20.1 are passed on to any third party that it or any of its Affiliates contracts or uses in its performance of this Agreement or that takes over any obligation, or part thereof.
- 20.1.3 In the event (i) a Party fails to comply with the provisions of this Clause 20.1, (ii) a Party becomes the subject of any Sanctions Laws or (iii) the performance by a Party of any obligation resulting from this Agreement is otherwise blocked by Sanctions Laws applicable to it, the other Party may terminate or suspend this Agreement with immediate effect and/or take any action as it deems necessary to assure that it remains in compliance with all applicable Sanctions Laws, without having any further obligation or liability of any kind towards the other Party or related Persons.
- 20.1.4 Notwithstanding anything in this Clause 20.1 to the contrary, the Operator and the User shall not (and shall use reasonable endeavours to ensure that no other Relevant Person will) take any action or make any omission or make use of the FSRU or the Services in a manner that:
- (a) is in breach of Sanctions Laws;
 - (b) causes (or will cause) a breach of Sanctions Laws by any Relevant Person;
 - (c) causes any Relevant Person to be involved in any complaint, claim, proceeding, formal notice, investigation or other action by any regulatory or enforcement authority or third party concerning any Sanctions Laws; or
 - (d) constitutes a violation of Sanctions Laws or of any other laws and regulations of any state to which either of them is subject; or
 - (e) results, or is likely to result, in either of them becoming a Sanctions Restricted Person or otherwise a target of Sanctions Laws.
- 20.1.5 The Operator shall have no obligation to provide any Services or otherwise perform its obligations under this Agreement if, in the reasonable judgement of the Operator, doing so would be contrary to Sanctions.
- 20.1.6 If, in the reasonable judgement of the Operator, Sanctions are applied to the operations of the FSRU, the Operator shall have the right to cease the provision of the Services and to cause any User's Inventory on board the FSRU to be discharged in consultation with the User.
- 20.1.7 The User shall defend, indemnify and hold harmless the Operator from and against any and all claims whatsoever brought by any parties to whom regasified LNG is to be sold

by or on behalf of the User and/or by any subcontractor by reason of the Operator's compliance with Clauses 20.1.5 to 20.1.6 or pursuant to Clause 20.2.1.

20.1.8 The Operator and the User shall (and shall each use reasonable endeavours to ensure that its respective Affiliates will) maintain appropriate policies and procedures to:

- (a) identify any risks to its business as a result of Sanctions Laws; and
- (b) promote and achieve compliance with its obligations under Clause 20.1.4 above.

20.1.9 Any provision of this Clause 20.1 shall not apply if and to the extent that it is unenforceable by reason of:

- (a) the European Union Blocking Regulation (Council Regulation (EC) 2271/1996);
- (b) the German Foreign Trade Act or Foreign Trade Ordinance; or
- (c) any similar applicable blocking or anti-boycott law,

and, in such case, the enforceability of any other provision of this Clause 20.1 shall not otherwise be affected.

20.2 **Anti-Money Laundering**

20.2.1 The User is not, and will not be, directly or indirectly, and whether knowingly or otherwise, involved in any transaction:

- (a) which is contrary to any AML Laws; or
- (b) the proceeds of which have been used for any purpose that would breach any anti-bribery or anti-corruption legislation in jurisdictions in which the User or any of its Affiliates or the Operator conducts its business.

20.2.2 The Operator is not, and will not be, directly or indirectly, and whether knowingly or otherwise, involved in any transaction:

- (a) which is contrary to any AML Laws; or
- (b) the proceeds of which have been used for any purpose that would breach any anti-bribery or anti-corruption legislation in the jurisdiction in which the Operator conducts its business.

20.3 **Conduct of Parties**

20.3.1 Each Party (i) warrants that such Party and its Affiliates and their respective directors, officers, employees, personnel, representatives, and agents have not made, offered, promised or authorised, and (ii) covenants that such Party and its Affiliates and their respective directors, officers, employees, personnel, representatives, and agents will not make, offer, promise or authorise, any fee, commission, rebate, payment, gift, promise, entertainment, anything of value or other advantage (including doing business with any company knowing the results might directly benefit an employee of the other Party), whether directly or through any other person or entity, to or for the use or benefit of any public or government official, any political party, political party official, or candidate for office, or any other individual or entity, where such offer, payment, gift,

promise, entertainment or advantage would violate the Anti-Corruption Laws applicable to such Party.

- 20.3.2 In addition, each Party (i) warrants that such Party and its Affiliates and their respective directors, officers, employees, personnel, representatives, and agents have complied with the Anti-Corruption Laws applicable to such Party, and (ii) covenants that such Party and its Affiliates and their respective directors, officers, employees, personnel, representatives, and agents will comply with the Anti-Corruption Laws applicable to such Party.
- 20.3.3 Operator shall assume liability for and shall defend, indemnify and hold harmless User from and against any Loss and/or damage (excluding Consequential Loss) and/or any expenses, fines, penalties or other claims (including but not limited to legal costs) arising from Operator's failure to comply with any of the provisions of this Clause 20.3.
- 20.3.4 User shall assume liability for and shall defend, indemnify and hold harmless Operator from and against any Loss and/or damage (excluding Consequential Loss) and/or any expenses, fines, penalties or other claims (including but not limited to legal costs) arising from User's failure to comply with any of the provisions of this Clause 20.3.
- 20.3.5 Notwithstanding the foregoing, a Party's right to make a claim under the indemnities contained in the above Clauses 20.3.3 and 20.3.4 shall be contingent on and subject to such Party having acted in good faith and in accordance with the Applicable Laws and the principles established under this Clause 20.3 in connection with the subject matter of any such claim.

21. MISCELLANEOUS

21.1 Notices

- 21.1.1 Any notice to be given by one Party to the other Party under or in connection with this Agreement shall be in writing.
- 21.1.2 Such notice may be served by sending it by e-mail or by delivering it by hand to the following addresses:

Operator:

Address: Breite Strasse 3, 40213 Düsseldorf, Germany
Tel No: +49 173 4717 427
E-mail: office@energy-terminal.de

Representative: [●]

And copy to:

PricewaterhouseCoopers Legal AG Rechtsanwaltsgesellschaft
Alsterufer 1, 20354 Hamburg Germany

E-mail: [●]

User:

[●]

E-mail: [●]

Attention: [●]

21.1.3 Any notice so served by hand e-mail or post shall be deemed to have been duly given:

- (a) in the case of delivery by hand, when delivered; and
- (b) in the case of e-mail, when sent to the correct address and no delivery failure notice is received.

21.1.4 A Party may notify the other Party of a change to its name, relevant addressee, address, or e-mail address and such notice shall only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

21.1.5 All notices and other documents delivered under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

21.2 Assignments

21.2.1 Except as permitted in this Agreement, and except to the extent the same cannot be prohibited pursuant to Applicable Laws, no Party may assign, transfer, charge, encumber or otherwise deal with all or any of its rights and/or obligations under this Agreement, nor grant, declare, create or dispose of any right or interest in it to any person without the prior written consent of the other Party, such approval not to be unreasonably withheld or delayed. Without this consent, no assignment or encumbrance is effected.

21.2.2 Without prejudice to the requirement for the Operator's consent pursuant to Clause 21.2.1, in connection with any assignment or transfer by the User of any of its rights and/or obligations under this Agreement, the User shall ensure at all times that any Parent Company Guarantee, Replacement Guarantee, Base LC, Additional LC and/or Replacement LC which is in force immediately prior to such assignment and/or transfer remains in full force and effect following such assignment and/or transfer or is replaced on and from such assignment and/or transfer becoming effective to the Operator's reasonable satisfaction and in accordance with the requirements of Clause 17.

21.2.3 The Operator may assign or novate this Agreement without User's prior consent to:

- (a) any entity that is controlled by the Federal Republic of Germany, *provided* that if such entity is not wholly owned by the Federal Republic of Germany then the User's standard compliance checks which it requires to meet its obligations under Applicable Law (or regulation, or established internal requirement or policy adopted in accordance with these Applicable Laws) of general

application to its contractual counterparties shall apply to such entity and its other shareholder; or

- (b) any replacement owner or operator of the Terminal who assumes and undertakes in writing to be bound by the Operator's obligations under this Agreement, has the financial resources and technical capability reasonably necessary to operate and maintain the Terminal and perform the Operator's obligations under this Agreement, and holds all Authorisations required to be held by the Operator under this Agreement which are necessary for the operation of the Terminal and the provision of the Services when such assignment or novation takes effect.

21.3 **Third Party Rights**

21.3.1 Except as provided in this Clause 21.3, no Person other than the Parties shall have any right to enforce the terms and conditions of this Agreement.

21.3.2 Each Operator Party and User Party may enforce its rights under Clause 12, provided that its rights thereunder may be terminated, amended, supplemented or waived (in each case either in its entirety or in part) without its consent.

21.3.3 The User acknowledges and agrees that:

- (a) the provisions of Clause 8.6 shall apply in full force between and the User and the Other Users; and
- (b) it accepts all third party rights granted to it by the Other Users in relation to the Community on terms equivalent to those contained in Clause 8.6.

21.4 **Costs**

Each Party shall pay its own costs, charges and expenses incurred in connection with the negotiation, preparation and completion of this Agreement.

21.5 **Waivers**

No failure or delay by either Party in exercising any right or remedy provided by any Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

21.6 **Independent Legal Advice**

Each Party confirms that it has received independent legal advice relating to all the matters provided for in this Agreement.

21.7 **Severability**

If and to the extent that any provision (or part of any provision) of this Agreement is held to be illegal, void or unenforceable, such provision (or part of such provision, as applicable) shall be given no effect and shall be deemed not to be included in this Agreement without invalidating any of the remaining provisions of this Agreement. The Parties shall meet to negotiate in good faith to agree a valid, binding and enforceable substitute provision or provisions, (if necessary

with reconsideration of other terms of this Agreement not so affected) so as to re-establish an appropriate balance of the commercial interests of the Parties.

21.8 Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and extinguishes any agreements, understandings or representations previously given or made with respect thereto. Each Party acknowledges and confirms that it does not enter into this Agreement in reliance on any representations, warranties or other undertaking not fully reflected in this Agreement.

21.9 Legal relationship

Nothing in this Agreement constitutes any type of partnership, joint venture or other similar relationship between the Parties.

21.10 No rescission

No Party may fully or partly rescind (*zurücktreten*) this Agreement.

21.11 Further assurance

Each of the Parties agrees to perform or procure the performance of all further acts and things, and to execute and deliver or procure the execution and delivery of such further documents, (in each case, at their own expense, except as otherwise provided in this Agreement) as may be required by any Applicable Law or as may be necessary to implement and/or give effect to this Agreement and the transactions contemplated by it.

21.12 Liens

The User shall not have, or allow others (in their dealings with the User) to have any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, or other encumbrance of any kind securing or any right conferring a priority of payment in respect of any obligation of any person, on or over the FSRU, except to the extent such lien arises by operation of Applicable Law. In the event that any lien shall attach by operation of Applicable Law or in violation of this Clause 21.12, the User shall take such steps as reasonably necessary to ensure that the lien does not interfere with the FSRU's operations or with the right of the Operator and/or the FSRU Owner to the FSRU and its cargo and to effect prompt release of such lien prior to the enforcement thereof.

EXECUTED by the Parties:

Signed by
duly authorised representative
of / for and on behalf of
DEUTSCHE ENERGY TERMINAL GMBH

Signed by [●]
duly authorised representative
of / for and on behalf of

[●]

SCHEDULE 1
ALLOCATED UNLOADING AND REGASIFICATION SLOTS

Slot Number	Assumed Quantity	Scheduled Arrival Window	Start Date	End Date	Minimum Send Out	Maximum Send Out	Gas Throughput Charge (per MMBtu)
<i>e.g. 1</i>	<i>e.g. 3,600,000 MMBtu</i>	<i>e.g. 1 April 2024</i>	<i>e.g. 2 April 2024</i>	<i>e.g. 9 April 2024</i>	<i>e.g. 50 MMscfd</i>	<i>e.g. 500 MMscfd</i>	<i>e.g. €0.55</i>

**SCHEDULE 2
LNG AND GAS SPECIFICATIONS**

Part 1: LNG Specification

The User shall ensure that LNG unloaded at the LNG Receipt Point will comply with the LNG Specifications in the table below:

Item	Abbreviation	Unit	Min. value	Max. value
Liquid density	D	Kg/m ³	425	485
Nitrogen	N ₂	Mol%	0	0.7
Methane	CH ₄	Mol%	81.6	97.7
Ethane	C ₂ H ₆	Mol%	0	13.4
Propane	C ₃ H ₈	Mol%	0.0	3.7
C4-C8	C ₄ H ₁₀ , C ₅ H ₁₂ , C ₆ H ₁₄ , C ₇ H ₁₆ , C ₈ H ₁₈	Mol%	0.0	0.7
C ₉ + and hydrocarbons other than alkanes			None	None
Molecular weight		Kg/Kmol	16.04	19.3

Part 2: Gas Specification

The following values shall be observed at the Gas Delivery Point:

Property	Limit	Gas Specification	Unit
Wobbe Index	Min.	49	MJ/m ³ (n)
	Max.	55.8	MJ/m ³ (n)
Gross Calorific Value	Min.	30.2	MJ/m ³ (n)
	Max.	47.2	MJ/m ³ (n)
Relative Density	Min.	0.55	-
	Max.	0.75	-
Oxygen	Max.	0.001	mol %
Carbon dioxide	Max.	2.5	mol %
Hydrocarbon dew point	Max.	-2	°C at a pressure of 1 to 70 bar (a)
Water content	Max.	50	mg/m ³ (n)

Property	Limit	Gas Specification	Unit
Methyl Mercaptan	Max.	6	mg/m3 (n)
Sulphur content in Hydrogen Sulphide and Carbonyl Sulphide	Max.	5	mg/m3 (n)
Total Sulphur	Max.	6	mg/m3 (n)
Operating Temperature	Min.	5	°C
	Max.	37	°C
Operating Pressure ⁽¹⁾	Min.	50	bar (g)
	Max.	70 ⁽²⁾	bar (g)
<p>Note: the Wobbe Index and Gross Calorific Value are defined in the normal conditions (corresponding to 101325 Pa and 0 °C) and combustion at 25 °C.</p> <p>(1) The minimum and maximum pressures are indicative only.</p> <p>(2) The Operator may in its sole discretion increase the maximum operating pressure to 84 bar (g).</p>			

SCHEDULE 3
LNG AND GAS MEASUREMENT AND TESTING PROCEDURES

Part 1: LNG Measurement

1. LNG Measurement System

- 1.1. The volume of LNG transferred between the LNG Vessel and the FSRU shall be measured by the Operator.
- 1.2. The FSRU's custody transfer management system will solely be used for the Operator's daily report to the User. The content of this daily report will be notified by the Operator thirty (30) days before the start of the relevant Unloading and Regasification Slot.
- 1.3. If the Parties disagree about a determination under Clause 1.2 of this Schedule 3, the matter will be determined by an Expert in accordance with Clause 19.2.

2. LNG Quantity Measurements

- 2.1. The Operator shall supply, operate and maintain, or cause to be supplied, operated and maintained, gauging devices for the LNG tanks of the FSRU as well as pressure and temperature measuring devices and such other measurement or testing devices as are customarily maintained on board a floating storage and regasification unit.
- 2.2. The volume of LNG transferred between the LNG Vessel and the FSRU shall be measured by the custody transfer measurement system onboard the LNG Vessel. The master of the LNG Vessel shall give or cause to be given to the Operator an "LNG Measurement Notice" as soon as reasonably practicable after each Cargo is unloaded at the Terminal.

3. LNG Quality Measurements

- 3.1. The Operator shall, as soon as reasonably practicable, supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting discontinuous and manual (for monitoring on-line and as a back-up) samples, with the definition of discontinuous sampling systems in accordance with the GIIGNL handbook and applicable ISO standards, and for determining quality and composition of the delivered LNG and all other measurement or testing devices that are necessary to perform the measurement and testing required hereunder at the Terminal.
- 3.2. All measurements, gauging and analyses will be witnessed and verified by a surveyor appointed by the Operator (the "**Surveyor**"). Prior to carrying out such measurements, gauging and analyses, the Operator shall notify the representatives of the User and the Surveyor (if applicable), allowing such representatives and Surveyor a reasonable opportunity to be present for all operations and computations; provided, however, that the absence of either or both of the representatives of the User or the Surveyor after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of such Surveyor's verifications shall be made available promptly to both Parties.
- 3.3. Intermittent Sampling System
 - (a) The Operator will obtain (or cause to be obtained) representative samples according to the method described in ISO 8943.
 - (b) The sampling period for LNG movements shall be only that period in which the

flow rate is sufficiently stable, and shall exclude the initial start up upsurge in the flow rate and the decreased flow rate before shut down. If a sudden change in the flow rate or in the pressure occurs in the transfer line during the sampling period (for example, due to a cargo pump being tripped, or an emergency shut off device being activated) sampling shall be temporarily suspended until the flow rate of LNG is normalised.

- (c) The samples shall be either analysed by online gas chromatograph as, or collected into Constant Pressure / Floating Piston sample cylinders and analysed by an offline gas chromatograph.

(i) Online Gas Chromatograph Analysis

A sample shall be taken and analysed at least once every ten (10) minutes by an online chromatograph according to the method described in ISO 8943.

The flow rate shall be set to ensure that a representative sample is provided to the online gas chromatograph during the operation.

(ii) Constant Pressure / Floating Piston Sample Cylinders

The Operator will charge (or cause to be charged) samples into at least three (3) Constant Pressure / Floating Piston sample cylinders during the LNG transfer operation.

Such sample cylinders shall be sealed by the Surveyor (if present, or the Operator if not present).

The gaseous samples shall be distributed as follows:

- (A) one (1) cylinder shall be used for the purpose of analysis in line with Clause 3.6 of this Schedule 3;
- (B) one (1) cylinder shall be made available for the User; and
- (C) one (1) or more cylinder(s) shall be retained by the Operator for at least thirty (30) days. In case of any Dispute as to the accuracy of any analysis which is advised to the Operator within such thirty (30) day period, the sample(s) shall be further retained until both Parties agree in writing to retain it no longer.

3.4. Spot Sampling System

- (a) The Operator will collect (or cause to be collected) at least three (3) sets of spot samples at each of the following intervals during the LNG transfer operation:

- (i) one (1) hour after stable flow rate has been achieved;
- (ii) when LNG transfer is twenty-five percent (25%) complete;
- (iii) when LNG transfer is fifty percent (50%) complete;
- (iv) when LNG transfer is seventy-five percent (75%) complete; and
- (v) one (1) hour prior to the first pump shutdown.

- (b) The Surveyor who witnesses such sampling (if present, or the Operator if not present) shall seal each sample cylinder.
- (c) The gaseous samples shall be distributed as follows:
 - (i) one (1) cylinder shall be used for the purpose of analysis in line with Clause 3.6 of this Schedule 3;
 - (ii) one (1) cylinder shall be made available for the User; and
 - (iii) one (1) or more cylinder(s) shall be retained by the Operator for at least thirty (30) days. In case of any Dispute as to the accuracy of any analysis which is advised to the Operator within such thirty (30) day period, the sample(s) shall be further retained until both Parties agree in writing to retain it no longer.

3.5. Alternative LNG Sampling and Analysis Methods

At the time of writing this Schedule 3, the international LNG industry accepted the above sampling/analytical technologies to identify the quality of the LNG cargo. However, in case new technologies, supported by international LNG industry recognised norm(s), come into use during the Term, the Operator may install and use such technologies for custody transfer purposes.

3.6. Calibration and Validation Gas Chromatograph

- (a) The gas chromatography used for custody transfer shall be validated and/or calibrated by the Operator or the FSRU Owner (witnessed by the Surveyor) prior to the start of the operation. After completion of the operation, a validation of the gas chromatography will be performed.
- (b) Calibration/validation shall be performed using a standard gas supplied by a reliable and reputable manufacturer with known accuracy and traceability.
- (c) The quality of the standard gas shall either be in accordance with ISO 6142 or be in accordance with the customary practices and procedures at the relevant terminal which shall be certified and traceable to International Terminal Standards. The composition of the standard gas shall be similar to the sample composition of the LNG to be delivered.
- (d) Validation of the gas chromatograph analysers shall be done by the Operator or the FSRU Owner in accordance with GPA 2261 for offline gas chromatograph analysers and ASTM D 3764 for on line gas chromatograph analysers unless the Parties mutually agree that another method should be used.

3.7. Correlation Test of Analytical Equipment and Devices

- (a) Prior to the use of such equipment, the Operator shall perform (or cause to be performed) a calibration of the gas chromatograph using standard gas in order to properly maintain the accuracy of the Terminal's equipment and devices.
- (b) During normal operation, the Operator shall provide (or cause to be provided) chromatograph calibration gases with composition certified by an independent third party or regulatory agency. At least once annually, the Operator shall conduct (or cause to be conducted) deviation checks to verify the accuracy of the gas composition mole percentages and resulting calculated physical properties. Upon

the request of the User, the Operator shall advise the test protocol and test gas supplier and compositions utilised, and provide a copy of the test results. When procedures that are in accordance with the above mentioned standards have been applied, test data will be considered as acceptable if the resulting analyses are within the reproducibility and repeatability tolerances of GPA 2261.

Part 2: Gas Measurement

1. Gas measurement

- 1.1. Regasified LNG quantities to be delivered shall be in accordance with the respective applicable DVGW Technical Rule G 260 for the 2nd Gas Family in its version of September 2021 and present a maximum Wobbe Index of fifty-five point eight (55.8) MJ/m³.
- 1.2. The on board metering system measures the gas send-out volumes to within plus or minus zero point five percent ($\pm 0.5\%$) of actual gas send-out, with a zero point zero five percent (0.05%) repeatability.
- 1.3. Using the onboard gas chromatograph, the Operator shall monitor the regasified LNG quality for the components in Part 2 of Schedule 2 (*LNG and Gas Specifications*) and calculate Wobbe Index, Gross Calorific Value and Relative Density. The Operator shall notify the User if the gas quality specification falls outside the range defined in Part 2 of Schedule 2 (*LNG and Gas Specifications*). Possible mitigating actions shall be discussed in good faith if quality is outside the range.

2. Gas Measurement for Fuel Gas

- 2.1. The onboard gas measurement system of the FSRU shall be used to measure the fuel consumption for the FSRU. Each consumer has volume flow or mass-flow measurement installed. The energy content for the flow will be reasonably estimated and corresponding mass flow will be calculated based on the assumptions in Schedule 9 (*Internal Use Limit*). The Gas flow meters are calibrated from the newbuilding shipyard and the Operator shall cause them to be validated and verified by a third party company.

SCHEDULE 4 GAS NOMINATION PROCEDURES

Pursuant to Clause 5.4.7 of the Agreement, the User may nominate gas for vaporization and delivery from the FSRU to the Gas Delivery Point.

1. Inventory Notice

The Operator shall, on each Gas Day (Day “D”) during an Unloading and Regasification Slot allocated to the User by 10.00 AM local time, notify the User of the User’s Inventory at the end of the previous day (Day D-1) by using the custody transfer measurement system onboard the FSRU.

2. Monthly Gas Nomination

- i. Monthly nominations shall be sent by the User to the Operator no later than 3:00 PM local time one week prior to the relevant month to which the monthly gas nomination shall apply (the “**Monthly Nomination Notice**”).
- ii. The Operator shall, by 18:00 local time on the following day, by notice to the User confirm such monthly nomination.
- iii. Monthly nominations shall be for the Operator’s and User’s reference only.
- iv. Should any significant deviations to the monthly nominations take place, the User shall seek to inform the Operator about such changes as soon as possible without undue delay.

3. Daily Gas Nomination

- i. The User shall, by 16:00 local time each day during an Unloading and Regasification Slot, notify the Operator in good faith of its Daily Nomination for the subsequent Gas Day (reflecting the User’s assessment of the then-current requirements of downstream demand), which shall consist of up to four (4) different rate levels per Gas Day with a minimum of six (6) hours between each rate level adjustment (always subject to ramp up and ramp down periods), and which be consistent with the parameters of this Schedule 4 (the “**Daily Nomination Notice**”).
- ii. In the event the User does not provide the Operator a Daily Nomination Notice in accordance with Clause 3(i) above, the User shall be deemed to have nominated a nil quantity of Gas for the relevant Gas Day.

4. Intraday Gas Nomination

- i. Notwithstanding the notification deadline set forth in Clause 3 above, the User may request to modify the Daily Nomination by specifying an amended flow rate of Gas to be delivered at the Gas Delivery Point (the “**Amended Regasification Rate**”) prior to the end of the Gas Day to which the Daily Nomination Notice applies by sending a notice to the Operator (“**Intraday Nomination Notice**”).
- ii. The Operator shall, subject to cool down times and the ramp-up and ramp-down times in Clause 8 of this Schedule 4, use reasonable efforts to adjust the rate of Gas delivered at the Gas Delivery Point as soon as possible after receiving the Intraday Nomination Notice, but in no event later than two (2) hours after receipt of the Intraday Nomination Notice plus any time required to cool down and/or ramp up required regasification trains pursuant to

Clause 8 of this Schedule 4 (the “**Response Time**”). The Daily Nomination on a day where the User has issued an Intraday Nomination Notice shall be adjusted, taking into account the Amended Regasification Rate and the Response Time.

5. Confirmation

- i. On each day prior to 19:00 local time at the Terminal, the Operator shall confirm the User’s Daily Nomination Notice, indicating how much Gas (expressed in MMscfd) the Operator shall deliver to the User at the Gas Delivery Point during the subsequent Gas Day.
- ii. Within three (3) hours of the time of receipt of any Intraday Nomination Notice, the Operator shall use reasonable efforts to confirm the User’s nomination, indicating the revised quantity of Gas (expressed in MMscfd) that the Operator shall deliver to the User at the Gas Delivery Point during the relevant Gas Day.
- iii. Subject to any Permitted Service Reduction that interferes with the Services, and in the case of an Intraday Nomination Notice the cool down, ramp up and ramp down time, the Operator shall confirm any Daily Nomination Notice or Intraday Nomination Notice less than or equal to the lower of (i) the daily equivalent of five hundred (500) MMscf per day; and (ii) the User’s Inventory at the relevant time.

6. Gas Nomination Form

The Parties shall agree the standard form to be used for the notices to be provided under this Schedule 4 (*Gas Nomination Procedures*), which form shall include the contact details to be used for such notices and any other procedures required that are not specified in this Schedule 4 (*Gas Nomination Procedures*). The transmission method for such notices shall be agreed upon.

7. Nominations of Peak Capacity

Nomination of Peak Capacity shall be done in accordance with Clause 3.2.1 of the Agreement.

8. Ramp Up/Down and Cool Down Times

Any ramp up or ramp down of regasification between fifty (50) MMscfd to five hundred (500) MMscfd will be carried out within two (2) hours assuming a train is cooled down and in operation. Time required to cool down a spare booster pump/train, including preparation time is twelve plus two (12+2) hours. In case a standby train is maintained in cold condition, time required to bring a cold train to operation is one (1) hour.

SCHEDULE 5
FORM OF LETTER OF CREDIT

To: Deutsche Energy Terminal GmbH

Breite Strasse 3, 40213 Düsseldorf, Germany

Attention: Andrei Zschocke

Dear Sir/Madam,

1. By order of and for account of [*insert name of applicant*] (“**Applicant**”), we (the “**Issuing Bank**”) herewith issue our irrevocable, unconditional Standby Letter of Credit No. [●] (this “**Letter of Credit**”) in favour of Deutsche Energy Terminal GmbH (“**Beneficiary**”) for an amount of [●] Euros (€[●]) (“**Maximum Amount**”), and for the period commencing on the date of this Letter of Credit and expiring on [31 December 2024] in Germany (“**Expiry Date**”).
2. This Letter of Credit is issued in connection with the Terminal Use Agreement for Floating LNG Import Terminal in the Port of Stade entered into between Applicant as User and Beneficiary as Operator dated [insert date] (as amended, modified and supplemented from time to time) (“**TUA**”).
3. We hereby irrevocably authorise you to draw on us from time to time, in accordance with the terms and conditions herein set forth, an amount not to exceed the Maximum Amount less the aggregate amount of all prior payments actually made by us in respect of prior Demand(s) made hereunder (the “**Maximum Available Amount**”). Multiple and partial drawings are allowed under this Letter of Credit.
4. Drawings hereunder shall be made by you by providing to us a notice by courier on your letterhead, signed by your authorised officer to _____, Attention: _____, Address _____, or by authenticated SWIFT to _____, Attention: _____, SWIFT _____, in each case in the form of Annex 1 hereto (the “**Demand**”), with the blanks appropriately completed.
5. Our obligations under this Letter of Credit shall be to pay within three (3) Business Days (as defined below) following the date of the receipt by the Issuing Bank of such Demand, by transferring to the bank account nominated in the Demand, the amount specified in the Demand in immediately available funds, free and clear of any withholding or deduction on account of tax, set-off or counterclaim.
6. Drawings hereunder may be made during the period from the date of this Letter of Credit until the close of business in Stade, Germany on the Expiry Date.
7. As used herein, Business Day means any day other than a Saturday, Sunday or federal public holiday in Germany.
8. This Letter of Credit shall take effect in accordance with its terms, but such terms shall not alter, add to or in any way affect the TUA to which this Letter of Credit relates. The obligations of the Issuing Bank hereunder shall not be discharged or impaired by reason of any time or other indulgence granted to any party under the TUA or any other document or by any amendment to, or variation or waiver of, any of the terms of the TUA or any other document and will be honoured notwithstanding the winding-up, dissolution, or administration of the Applicant or any

other person and irrespective of any invalidity, illegality or unenforceability affecting the TUA or any other document.

9. This Letter of Credit is transferable to any party certified to us by you as your successor as Operator under the TUA.
10. This Letter of Credit and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Germany. The Issuing Bank and the Beneficiary hereby irrevocably agree to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or legal relationship established by this Letter of Credit by arbitration on the following terms:
 - (a) the arbitration shall be conducted in accordance with the DIS Rules (DIS SchO) in force at the time of the dispute;
 - (b) the number of arbitrators shall be three (3), and shall be appointed in accordance with the DIS Rules and who shall each be fluent in English, familiar with the general principles of German law, and the presiding arbitrator should be experienced in arbitrations conducted under the DIS Rules;
 - (c) the seat of arbitration shall be Stade; and
 - (d) the arbitration proceedings shall be conducted, and the award shall be rendered in the English language.
11. The arbitration award shall be final, binding and enforceable upon the Issuing Bank and the Beneficiary and, to the extent permitted by law, the parties hereby waive all rights to appeal such award. The arbitral panel is authorised to award costs, legal fees and expenses to the prevailing party as part of its award.
12. This Letter of Credit is subject to the International Standby Practices 1998 (the “**ISP**”). In the event of any conflict between the laws of Germany and the ISP, the ISP shall prevail.
13. All bank charges and commissions incurred by the Issuing Bank in connection with the issuance or administration of this Letter of Credit (including any drawing hereunder) shall be for the account of Applicant.
14. Communications with respect to this Letter of Credit shall be addressed to us at the above address, specifically referring to the number of this Letter of Credit.
15. This document is the full operative credit instrument and no other advice is required.

By: [_____]

[INSERT NAME OF THE ISSUING BANK]

ANNEX 1 TO Schedule 5
DEMAND UNDER LETTER OF CREDIT NO. [●]

To: [Issuing Bank]
Attention: [●]

Dear Sir/Madam,

Reference is made to the Standby Letter of Credit No. [●] dated _____ issued by order and for the account of the Applicant in favour of Deutsche Energy Terminal GmbH, as Beneficiary (the “**Letter of Credit**”).

Unless otherwise indicated, all terms used herein which are defined in the Letter of Credit shall bear the same meanings when used herein.

1. We hereby request payment under the Letter of Credit as follows:

[The Applicant has not paid sums owed by it to the Operator under the terms of the TUA and the amount being drawn under the Letter of Credit is € _____.]

[The Issuing Bank is not an Acceptable Financial Institution as defined under the TUA and, as a result, the amount being drawn under the Letter of Credit is €[insert amount up to the Maximum Available Amount].]

2. The amount specified does not exceed the Maximum Available Amount.

3. Please make payment of Euro (€) [●] by transfer to:

Bank [insert relevant details]
Address [insert relevant details]
Sort Code [insert relevant details]
Account Name [insert relevant details]
Account Number [insert relevant details]

Deutsche Energy Terminal GmbH

By: _____

Name:

Title:

SCHEDULE 6
FORM OF PARENT COMPANY GUARANTEE

This Guarantee (this “**Guarantee**”), dated as of [●], is entered into between [●], a [●] organised under the laws of [●] (the “**Guarantor**”) and Deutsche Energy Terminal GmbH, a company incorporated under the laws of Germany (the “**Guaranteed Party**”) (each a “**Party**” and together the “**Parties**”).

Whereas, the Guaranteed Party and [●] (the “**User**”) are the parties to a Terminal Use Agreement for Floating LNG Import Terminal in the Port of Stade dated [●] 2023 (the “**Agreement**”).

1. Guarantee. The Guarantor absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party and its successors and permitted assigns the due, timely, prompt, full and complete performance by the User of all the terms, provisions, conditions, obligations and agreements to be performed by the User pursuant to the Agreement, including payment obligations in respect of any breach of the Agreement by the User (collectively, the “**Obligations**”).
2. Nature of Guarantee.
 - (a) The Guarantor shall be a principal obligor and not merely a surety. If the User fails to perform all or any of its Obligations or breaches any of those Obligations and fails to remedy any such breach within the applicable time limit set out in the Agreement, the Guarantor shall forthwith upon demand perform or cause to be performed those Obligations as if they were independent and primary obligations of the Guarantor. The Guarantor waives any right it may have of first requiring the Guaranteed Party to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor.
 - (b) The Guarantor’s obligations hereunder shall not be affected by any circumstance relating to the Obligations that might otherwise constitute a legal or equitable discharge of, or defence to, the Guarantor which is not available to the User.
 - (c) If any payment, discharge, release or arrangement is made by the User in whole or in part on the basis of any payment, security or other disposition which is rescinded or avoided or must be restored in insolvency, liquidation, administration or otherwise, then the liability of the Guarantor shall continue, or be reinstated, as if the payment, discharge, release or arrangement had not occurred.
3. Indemnity. The Guarantor shall, on demand, and as an independent and primary obligation, indemnify, defend and hold the Guaranteed Party harmless from and against all costs, expenses, liabilities, losses and damages arising out of or in connection with:
 - (a) the User’s breach of any Obligations;
 - (b) the Guarantor’s failure to perform its obligations under, or any breach by the Guarantor of, this Guarantee; and
 - (c) any invalidity, illegality or unenforceability of this Guarantee or any of the Obligations.
4. Continuing Guarantee. The guarantee and indemnity contained in this Guarantee is each a continuing, separate and independent obligation of the Guarantor, notwithstanding any settlement of account or the occurrence of any other event or thing, and shall be effective and remain in force so long as the User has Obligations to be performed pursuant to or arising out of the Agreement or the Guarantor has obligations or liabilities pursuant to or arising out of this Guarantee.
5. Payments. All payments made or to be made by the Guarantor under this Guarantee shall be made in full without any deduction, withholding, set-off or counterclaim. Notwithstanding the

foregoing, if the Guarantor is required by applicable law to make any deduction or withholding, then it will account for the same to the relevant authority as and when required by applicable law and shall pay to the Guaranteed Party all necessary additional amounts to ensure receipt and retention (free from any liability) by the Guaranteed Party of the full amount which it would have received had the payment not been subject to the deduction or withholding.

6. Waiver of Defences. Neither the obligations of the Guarantor nor the rights and remedies of the Guaranteed Party shall be affected by any act, omission, matter or thing which, but for this Clause 6, would reduce, release or prejudice any of the Guarantor's obligations (whether or not known to the Guarantor or the Guaranteed Party) including:
- (a) any time, waiver, release or consent granted to, or composition with, the User or any other person;
 - (b) the release of the User or any other person under the terms of any composition or arrangement with any creditor;
 - (c) the taking, variation, compromise, exchange, renewal, release, waiver or termination of, or refusal or neglect to perfect, take up or enforce, any rights or obligations against the User, the Guarantor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or other document or any failure to realise the full value of any security, including under the Agreement and/or this Guarantee;
 - (d) the failure to notify the Guarantor of the occurrence of any breach of the Agreement;
 - (e) the extension of the time for performance or payment of any Obligations;
 - (f) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the User or any other person;
 - (g) any supplement, extension, restatement, modification, termination, expiry, or other amendment of the Agreement or any other document, however fundamental that amendment may be and whether or not more onerous;
 - (h) any unenforceability, illegality or invalidity of any obligation of any person under the Agreement or any other document;
 - (i) any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors, or other similar proceedings, affecting the Guarantor and/or the User or any of the respective assets of either of them, or any allegation or contest of the validity of this Guarantee in any such proceeding;
 - (j) the default or failure of the Guarantor to fully perform any of its obligations pursuant to this Guarantee; or
 - (k) any other act, event or omission which, but for this provision, would or might operate to offer any legal or equitable defence for or impair or discharge the Guarantor's obligations under this Guarantee or prejudicially affect the rights or remedies of the Guaranteed Party under this Guarantee.
7. Expenses. The Guarantor agrees to pay on demand all costs and expenses (including the reasonable fees and expenses of the Guaranteed Party's counsel) incurred by the Guaranteed Party

in connection with the enforcement or protection of the rights of the Guaranteed Party under this Agreement.

8. Deferral of Guarantor's Rights. Until all of the Obligations have been irrevocably performed or discharged in full, the Guarantor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Guarantee:
- (a) to be indemnified by the User in respect of the Obligations;
 - (b) to claim any contribution from any other guarantor of any of the Obligations;
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any guarantee, security or other rights held by the Guaranteed Party in connection with any of the Obligations;
 - (d) to bring any legal or other proceedings for an order requiring the User to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under this Guarantee;
 - (e) to exercise any right of set-off against the User; or
 - (f) to claim or prove as a creditor of the User in competition with the Guaranteed Party.
9. No Waiver. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Guaranteed Party by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time.
10. Status of the User. The Guarantor assumes responsibility for being and remaining informed of the financial condition of the User and of all other circumstances bearing upon the risk of non-performance of the Obligations which diligent inquiry would reveal and agrees that the Guaranteed Party shall not have any duty to advise the Guarantor of information known to it regarding such condition or any such circumstances.
11. Representations and Warranties. The Guarantor hereby represents and warrants that:
- (a) the Guarantor is validly existing and in good standing under the laws of [●] and has full corporate power to execute, deliver and perform this Guarantee;
 - (b) the Guarantor is an affiliate of the User;
 - (c) the execution, delivery and performance of this Guarantee have been duly authorised by all necessary corporate action and do not contravene any provision of the Guarantor's constitutional documents or any law, regulation, rule, decree, order, judgment or contractual restriction binding on the Guarantor or its assets;
 - (d) all authorisations required to make this Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect;
 - (e) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general principles of equity;
 - (f) the Guarantor's payment obligations under this Guarantee rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations

mandatorily preferred by law applying to companies generally;

- (g) no winding up, dissolution, insolvency or administrative proceedings are taking place, pending, or to the Guarantor's knowledge, threatened against the Guarantor or any of its assets; and
- (h) the Guarantor is an affiliate of the User.

12. Covenants. The Guarantor covenants that, for so long as the Guarantor has any outstanding obligations under this Guarantee:

- (a) it shall maintain its existence and shall not dissolve;
- (b) it shall comply with its constitutional documents and any applicable law, judgment, order, decree, rule, or regulation of any court, administrative agency, or other instrumentality of any governmental authority;
- (c) it shall maintain in full force and effect all authorisations required to make this Guarantee admissible in evidence in its jurisdiction of incorporation; and
- (d) its payment obligations under this Guarantee shall rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

13. Assignment.

- (a) Except as otherwise expressly provided in this Guarantee, neither Party may assign or otherwise transfer its rights, interests or obligations hereunder to any other person or entity without the prior written consent of the other Party.
- (b) At any time, without the consent of the Guarantor, the Guaranteed Party may assign or transfer its rights and/or obligations under this Guarantee to any person to which it also transfers its rights and/or obligations under the Agreement, or any successor to the Guaranteed Party, provided that such transfer shall not increase Guarantor's liability under this Guarantee.

14. Notices. All notices or demands on the Guarantor shall be deemed effective when received, shall be in writing and shall be delivered by hand or by registered mail, or by facsimile transmission promptly confirmed by registered mail, addressed to the Guarantor at:

[_____]

[_____]

Attention: [_____]

or to such other address or facsimile number as the Guarantor shall have notified the Guaranteed Party in a written notice delivered to the Guaranteed Party.

15. Further Assurances. Each Party hereby agrees to take all such action as may be necessary to effectuate fully the purposes of this Guarantee, including causing this Guarantee or any document

contemplated herein to be duly registered, notarised, attested, consularised and stamped in any applicable jurisdiction.

16. Counterparts. This Guarantee may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.
17. Governing Law. This Agreement and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of Germany, without reference to any conflict of laws rules or principles.
18. Dispute Resolution.
 - (a) Any dispute, controversy or claim arising out of or in connection with this Guarantee, including disputes concerning its existence, its validity and any non-contractual obligation (“**Dispute**”) shall be referred to and finally resolved by arbitration under the DIS Rules (DIS SchO). The DIS Rules are deemed to be incorporated by reference into this Clause 18.
 - (b) The number of arbitrators shall be three (3) and they shall be appointed in accordance with the DIS Rules and shall each be fluent in English, familiar with the general principles of German law, and the presiding arbitrator should be experienced in arbitrations conducted under the DIS Rules. The seat, or legal place, of arbitration shall be Stade, and the language to be used in the arbitral proceedings shall be English.
 - (c) The arbitral panel shall issue its reasoned award in writing and is authorised to award costs, legal fees and expenses to the prevailing Party as part of its award.
 - (d) Any award shall be final, binding and enforceable against the Parties in any court of competent jurisdiction, and, to the extent permitted by law, the Parties hereby waive all rights to appeal such award.

IN WITNESS WHEREOF, the Parties have executed this Guarantee as of the date first above written.

[Execution blocks]

**SCHEDULE 7
BUNKER CHARGE EXAMPLE**

[Note: To be provided to bidders.]

SCHEDULE 8
CO2 CHARGE EXAMPLE

[Note: To be provided to bidders.]

**SCHEDULE 9
INTERNAL USE LIMIT**

The maximum daily quantity of bunkers consumption that the Operator shall be entitled to use for the purposes of the Internal Use Limit shall be as set out in the relevant fuel consumption table below.

LNG CONSUMPTION - Operating Condition without simultaneous loading (in mt of LNG per day)

Sea Water T° (°C)	50	125	250	375	500	625	750
	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd
2	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
3	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
4	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
5	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
6	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
7	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
8	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
9	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
10	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
11	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
12	31.1t/d	61.5t/d	113.3t/d	168.9t/d	221t/d	-	-
13	16.6t/d	18.8t/d	23.9t/d	36.t/d5	41.8t/d	54.4t/d	59.5t/d
14	16.6t/d	18.8t/d	23.9t/d	36.t/d5	41.8t/d	54.4t/d	59.5t/d
15	16.6t/d	18.8t/d	23.9t/d	36.t/d5	41.8t/d	54.4t/d	59.5t/d

PILOT FUEL - Operating Condition without simultaneous loading (in mt of MDO per day)

Sea Water T° (°C)	50	125	250	375	500	625	750
	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd
2	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
3	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
4	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
5	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
6	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
7	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
8	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
9	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
10	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
11	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
12	0.24t/d	0.27t/d	0.37t/d	0.53t/d	0.63t/d	-	-
13	0.31t/d	0.35t/d	0.44t/d	0.67t/d	0.77t/d	1t/d	1.09t/d
14	0.31t/d	0.35t/d	0.44t/d	0.67t/d	0.77t/d	1t/d	1.09t/d
15	0.31t/d	0.35t/d	0.44t/d	0.67t/d	0.77t/d	1t/d	1.09t/d

LNG CONSUMPTION - Operating Condition **with simultaneous loading** (in mt of LNG per day)

Sea Water T° (°C)	50	125	250	375	500	625	750
	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd
2	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
3	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
4	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
5	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
6	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
7	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
8	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
9	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
10	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
11	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
12	32.4t/d	65.5t/d	119.5t/d	175t/d	227.1t/d	-	-
13	20.8t/d	23.1t/d	28.1t/d	40.7t/d	45.9t/d	58.6t/d	63.7t/d
14	20.8t/d	23.1t/d	28.1t/d	40.7t/d	45.9t/d	58.6t/d	63.7t/d
15	20.8t/d	23.1t/d	28.1t/d	40.7t/d	45.9t/d	58.6t/d	63.7t/d

PILOT FUEL - Operating Condition **with simultaneous loading** (in mt of MDO per day)

Sea Water T° (°C)	50	125	250	375	500	625	750
	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd	mmscfd
2	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
3	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
4	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
5	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
6	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
7	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
8	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
9	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
10	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
11	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
12	0.26t/d	0.35t/d	0.49t/d	0.65t/d	0.75t/d	-	-
13	0.38t/d	0.42t/d	0.51t/d	0.75t/d	0.84t/d	1.08t/d	1.17t/d
14	0.38t/d	0.42t/d	0.51t/d	0.75t/d	0.84t/d	1.08t/d	1.17t/d
15	0.38t/d	0.42t/d	0.51t/d	0.75t/d	0.84t/d	1.08t/d	1.17t/d

Fuel consumption figures are given without guarantee, for reference only.

Assumptions and definitions			
	Units	Values	Conditions
MDO	kJ/kg	42700	
GAS HHV	kWh/m3	11,39	at 25/0 deg. C & 101,325 kPa
Minimum grid input temperature	Deg C	5	
Sendout pressure	bar	96	at ship's flange

NG density	kg/m ³	0,742	at 25/0 deg. C & 101, 325 kPa (real gas)
BOG rate	%	0.13	
Tank total volume (100 %)	m ³	Abt. 174,000	
LNG density	kg/m ³	432	at-160 deg. C
STS FSRU tank initial pressure	mbar	Abt. 50	
STS rate	m ³ /h	8,000	Under a back pressure not exceeding two point three (2.3) bar(g) at the manifold presentation flange of the LNG Vessel at an average of six (6) hours.
Maximum tank filling level	%	98,5	
Normal conditions	K/KPa	273,15 K & 101,325kPa	

SCHEDULE 10
LNG VESSEL SPECIFICATIONS

1. All LNG Vessels must conform to the following berth restrictions at the Terminal:

Maximum loaded draft:	Twelve (12) m
Minimum/maximum length overall:	Two hundred and ten (210) / three hundred and fifty (350) m
Maximum cargo capacity:	One hundred and eighty thousand cubic meters (180,000 m ³)

2. Each LNG Vessel must:

- 2.1 be equipped with a near mid-ships manifold to OCIMF standards, able to receive standard sixteen (16) inch loading arm couplers, and a manifold elevation over still water between fifteen and a half (15.5) and twenty-six (26) m; and
- 2.2 be designed, equipped and staffed so as to safely and reliably permit the transportation and unloading of LNG with densities of four hundred and twenty-three point eight (423.8) up to four hundred and eighty (480) kg/m³ at maximum rate of ten thousand (10,000) m³ / hr, against an LNG head of about one hundred (100) meters liquid column at the inlet of the unloading arms, corrected for the installation of coarse mesh strainers, at the LNG Vessel delivery point, using four (4) liquid manifolds for LNG discharge and one (1) vapour manifold for receiving excess Boil Off gas from the Terminal; and
- 2.3 have a minimum manifold discharge pressure of 85 meters liquid column in order to allow reasonable unloading rates, and thus limited berth times; and
- 2.4 be capable of maintaining an operating pressure of an LNG tank at sea of approximately one hundred and ten (110) mbarg; and
- 2.5 have the ability to receive warm vapours from shore at start of unloading process and arrive at the Terminal with LNG saturation pressures between seventy (70) mbarg and one hundred and fifty (150) mbarg; and
- 2.6 be equipped with an oily bilge water separator, and a safe means of transferring engine room bilge liquids to designated holding tanks aboard the LNG Vessel, as required by MARPOL 73/78, Annex 1, Regulation 17; and
- 2.7 be equipped with adequate facilities, designed in accordance with OCIMF's and/or SIGTTO's recommendations, for mooring, unmooring, and handling Cargo and other relevant cargo, for example:
 - (a) mooring lines all fitted on drums/winches with brakes and with soft (nylon) tails; capable to pull thirty (30) to two hundred (200) kN pretension in the lines and typical winch brake holding powers of between six hundred (600) and nine hundred (900) kN; and

- (b) compatible ship/shore communication links (for telecom and data transfer) based on glass-fibre optic system and electric (Pyle) multi pin backup (to North Atlantic pin allocation standard) in compliance with international regulations in order to enable the LNG Vessel to communicate with the Terminal; and
- 2.8 be maintained in Class with a member of the International Association of Classification Societies which has prior experience in classifying LNG vessels, and in compliance with all applicable treaties, conventions, laws, and regulations, as well as the requirements of the LNG Vessel registry country and of any relevant Governmental Authority in Germany, which relate to seaworthiness, design, safety, navigation, operation, pollution and similar technical and operational matters; and
- 2.9 be staffed with a competent crew, including a sufficient number of crew members fluent in both written and spoken English to be able to co-ordinate with personnel at the Terminal, and a master, chief engineer, chief mate, and cargo engineer (and such other officers having responsibilities associated with the handling of cargo) who are all appropriately licensed, fully conversant with, and experienced in, LNG vessel operations; and
- 2.10 be in compliance with all Safety of Life At Sea (SOLAS) requirements, as amended; and
- 2.11 be constructed, safely manned, operated and maintained in compliance with all relevant laws, regulations and standards applicable to it and as would be exercised by a Reasonable and Prudent User; and
- 2.12 be issued with a valid inspection certificate (no older than twelve (12) months at time of arrival); and
- 2.13 be entered with a P&I Club that is a member of the International Group Agreement of P & I Clubs; and
- 2.14 have concluded a successful Ship-Shore Compatibility Study to the Operator's satisfaction.

SCHEDULE 11
CONDITIONS OF USE

All Port Facilities, Port Services and other assistance of any kind whatsoever provided to a vessel calling at the LNG Facility are provided subject to all applicable laws, regulations and codes and to these Conditions of Use. These Conditions of Use shall (a) apply to each vessel calling at the LNG Facility regardless of whether any such vessel pays or owes amounts to FSRU Owner, LNG Charterer, or any Representative of FSRU Owner or Representative of LNG Charterer, and (b) be deemed to have been expressly accepted by each vessel calling at the LNG Facility regardless of whether such acceptance has been acknowledged in writing or otherwise.

For purposes of these Conditions of Use, the following definitions shall apply:

“FSRU”	the floating storage and regasification unit called [●].
“FSRU Owner”	[●] and its affiliated entities.
“LNG Facility”	the LNG Charterer Terminal Facilities and the FSRU.
“LNG Charterer”	[●] and its affiliated entities.
“LNG Charterer Terminal Facilities”	all fixed and moveable assets which LNG Charterer use and/or control and operate from time to time for the purpose of performance of LNG Charterer’s gas supply and delivery operations including, without limitation, any jetty, connecting pipeline, any onshore receiving system and related facilities and transmission networks for the receipt and onward transport of natural gas.
“Port Facilities”	all the infrastructure, facilities, equipment, installations, anchorages and approaches of and to a Port and the LNG Facility, including, but not limited to, channels, channel markings, buoys, jetties, berths, lines, gangways water craft and bunkering facilities.
“Port Services”	any service tendered or provided by [xxx] Port or LNG Charterer to a vessel, including pilotage, towage, tug assistance, mooring or other navigational services, whether for consideration or free of charge.
“Representative of LNG Charterer”	or “Representative of FSRU Owner” means any director, officer, employee, contractor, servant, consultant, advisor, agent or representative of LNG Charterer or FSRU Owner as applicable in whatever capacity they may be acting.
“Terminal Operating Manual”	the terminal manual detailing LNG Facility guidelines, procedures and emergency response.

“Third Parties”	any person or entity other than LNG Charterer or FSRU Owner.
“Vessel Owner”	the party or parties owning, chartering, operating or managing a vessel including any successors of these parties, whether by operation of law, or by assignment, contract or otherwise (which at the time of succession will be promptly notified to LNG Charterer and FSRU Owner); and each other person or company and their respective parent companies, subsidiaries, independent contractors and agents participating in the ownership and/or operation of the vessel, but excluding any person within the definition of LNG Charterer and FSRU Owner.
“[xxx] Port”	the port of LNG Charterer in Germany.

All vessels calling on the LNG Facility must be capable of operating within the physical limitations of the Port Facilities and the LNG Facility’s berth dimensions, unloading arm envelopes and mooring equipment as detailed in Terminal Operating Manual. In addition to the requirements of applicable laws, regulations and codes, the following conditions shall apply to each vessel calling at the LNG Facility:

1. The master of a vessel shall at all times and in all circumstances remain solely responsible on behalf of the Vessel Owner for the safety and proper navigation of his vessel and shall at all times comply with the [xxx] Port regulations, all applicable laws, regulations and codes and the Terminal Operating Manual.
2. Neither LNG Charterer nor FSRU Owner make any warranty with respect to Port Facilities or to the rendering of Port Services and any use thereof shall be at the sole risk of the vessel master and Vessel Owner. Neither LNG Charterer nor FSRU Owner shall be responsible for any Loss or damage to a vessel, actual or consequential, which is related to Port Facilities or to Port Services provided to a vessel, regardless of any act, omission, fault or negligence of LNG Charterer or FSRU Owner, or any fault or defect in the Port Facilities or the Port Services.
3. Neither LNG Charterer nor FSRU Owner shall be responsible for any act, omission, fault or negligence of any Representative of LNG Charterer or any Representative of FSRU Owner resulting in any Loss or damage to a vessel, or any Loss or injury suffered by the master, officers or crew of a vessel.
4. Neither LNG Charterer nor FSRU Owner shall be responsible to any vessel or Vessel Owner for any Loss related to strikes or other labour disturbances, regardless of whether LNG Charterer or FSRU Owner or any Representative of LNG Charterer or any Representative of FSRU Owner are parties thereto.
5. The Vessel Owner shall in all circumstances hold harmless and indemnify LNG Charterer and FSRU Owner as applicable against any and all Losses, claims, damages, costs and expenses LNG Charterer or FSRU Owner may incur arising from:
 - 5.1.1 any damage to the Port Facilities or injury to its personnel related to the vessel’s use of the LNG Facility or Port Facilities or any Port Services and involving the fault, wholly or partially, of the master, officers or crew of the vessel, including negligent navigation;

- 5.1.2 any Loss suffered by Third Parties with respect to Loss of or damage to their property or injury to their personnel related to the vessel's use of the LNG Facility or Port Facilities or any Port Services and involving the fault, wholly or partially, of the master, officers or crew of the vessel, including negligent navigation;
- 5.1.3 any Hazard under condition six (6) hereof or any escape or discharge as referred to in condition 13 hereof;
- 5.1.4 any Loss or damage to the vessel while in [xxx] Port, including consequential losses and all claims, damages and costs arising therefrom; and
- 5.1.5 any personal injury or property Loss suffered by the master, officers or crew of the vessel while in [xxx] Port, including consequential losses and all claims, damages and costs arising therefrom,

in each case, regardless of any act, omission, fault or negligence by LNG Charterer or FSRU Owner, or any fault or defect in the Port Facilities or the Port Services.

- 6. If the vessel or any object on the vessel becomes or is likely to become an obstruction, threat, or danger to navigation, operations, safety, health, environment or security of [xxx] Port (a "**Hazard**"), the master and the Vessel Owner shall, at the option of [xxx] Port authorities, take immediate action to clear, remove or rectify the Hazard as the [xxx] Port authorities may direct, or the [xxx] Port authorities shall be entitled to take such measures as they may deem appropriate to clear, remove or rectify the Hazard, and the master and Vessel Owner shall be responsible for all costs and expenses associated therewith.
- 7. Any liability incurred by the master or Vessel Owner by operation of these Conditions of Use shall be joint and several.
- 8. Without limitation of liability of the master and the Vessel Owner, the master shall immediately report to the [xxx] Port authorities and LNG Charterer any accident, incident, claim, damage, Loss or unsafe condition or circumstance. Any such report shall be made in writing and signed by the master. The [xxx] Port authorities and LNG Charterer and FSRU Owner shall be entitled to inspect and investigate any such report.
- 9. These Conditions of Use shall be construed, interpreted and applied in accordance with English law and, if so requested by LNG Charterer or FSRU Owner, the vessel and the Vessel Owner shall submit to the exclusive jurisdiction of the courts of the England.
- 10. Subject to condition 11, any liability of the master and the Vessel Owner to LNG Charterer and FSRU Owner by virtue of the operation of these Conditions of Use shall be limited to the maximum amount insured by the International Group of P&I Clubs but in any event not less than USD one hundred and fifty million (\$150,000,000) for any accident or occurrence and, to the fullest extent permissible by law, the Vessel Owner hereby waives any rights they might otherwise have under applicable law or any applicable convention to limit their liability to any lower limit.

11. The limit of liability set out in condition 10 shall not limit, restrict or prejudice any claim or right that LNG Charterer or FSRU Owner has or may have against the master or Vessel Owner under general principles of law or equity. For the avoidance of doubt, said limit of liability shall only apply with respect to, and to the extent of, a claim by LNG Charterer or FSRU Owner against the master or Vessel Owner under these Conditions of Use.
12. Prior to any call by the vessel at the Port Facilities, or such other time as may be requested by LNG Charterer or FSRU Owner, the Vessel Owner shall provide sufficient written evidence that the vessel's P&I association has agreed to cover Vessel Owner as a member of the association against the liabilities and responsibilities provided for in this Conditions of Use in accordance with the rules.
13. In the event of any escape or discharge of oil or oily mixture from the vessel within [xxx] Port or which interferes with the normal operation of the Port Facilities, LNG Charterer or FSRU Owner shall be entitled to take such steps as are necessary to clean up the resulting pollution, and the cost of such measures shall be recoverable from the Vessel Owner.

ACKNOWLEDGEMENT

Name of vessel:

As master of the above-named vessel, I acknowledge for and on behalf of the Vessel Owner that the above Conditions of Use govern the use by such vessel of the LNG Facility, Port Facilities and Port Services.

Signed:

By master for and on behalf of the Vessel Owner

Date: