

**EXHIBIT D**

**OFFTAKE AND LIFTING PROCEDURES**

These Offtake and Lifting Procedures are an Exhibit to and an integral part of the Transportation Agreement.

The purpose of the Offtake and Lifting Procedures are:

1. to establish the rules for the co-operation between all Parties having a Transportation Agreement with Transporter when a Lifter takes delivery of his share of the quantities of Crude Oil or LPG produced and made available for lifting, and
2. to establish the principles for scheduling and coordinating export and import via Jetty 42 at the Fredericia Skanse Odde Harbour to and from the Terminal, the Stabilisation Plant and the Refinery.

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>DEFINITIONS .....</b>	<b>4</b>
<b>ARTICLE 2</b>	<b>RELATIONSHIP OF TRANSPORTER AND PRODUCERS FOR THE PURPOSES OF OFFTAKE .....</b>	<b>5</b>
<b>ARTICLE 3</b>	<b>STORAGE ENTITLEMENT .....</b>	<b>5</b>
<b>ARTICLE 4</b>	<b>OFFTAKE COORDINATOR, AGENT AND REPRESENTATIVE .....</b>	<b>5</b>
<b>ARTICLE 5</b>	<b>MISCELLANEOUS.....</b>	<b>6</b>
<b>ARTICLE 6</b>	<b>ALLOCATION OF ENTITLEMENTS.....</b>	<b>7</b>
<b>ARTICLE 7</b>	<b>SIZE OF BATCHES, NOTIFICATIONS AND LIFTING PROGRAMME .....</b>	<b>7</b>
<b>ARTICLE 8</b>	<b>CUSTODY AND RISK OF CRUDE OIL, LIABILITY.....</b>	<b>8</b>
<b>ARTICLE 9</b>	<b>FLEXIBILITY .....</b>	<b>99</b>
<b>ARTICLE 10</b>	<b>ACCOUNTS .....</b>	<b>9</b>
<b>ARTICLE 11</b>	<b>NOMINATION AND RECEPTION OF VESSELS.....</b>	<b>9</b>
<b>ARTICLE 12</b>	<b>LIFTING CONDITIONS AND DEMURRAGE.....</b>	<b>11</b>
<b>ARTICLE 13</b>	<b>BERTH OCCUPANCY .....</b>	<b>13</b>
<b>ARTICLE 14</b>	<b>PORT REGULATIONS AND PUMPING RATES.....</b>	<b>14</b>
<b>ARTICLE 15</b>	<b>MODIFICATIONS .....</b>	<b>14</b>
<b>ARTICLE 16</b>	<b>COORDINATION AND SCHEDULING EXPORT/IMPORT FROM THE TERMINAL AND THE REFINERY .....</b>	<b>14</b>
<b>ADDENDUM 1 A</b>	<b>LIFTING SCHEDULING PROGRAMME CRUDE OIL.....</b>	<b>16</b>
<b>ADDENDUM 1 B</b>	<b>LIFTING SCHEDULING PROGRAMME PROPANE .....</b>	<b>17</b>
<b>ADDENDUM 1 C</b>	<b>LIFTING SCHEDULING PROGRAMME BUTANE.....</b>	<b>19</b>
<b>ADDENDUM 2</b>	<b>PRINCIPLES FOR SCHEDULING EXPORT/IMPORT FROM THE TERMINAL/STABILISATION PLANT AND REFINERY VIA JETTY 42 AT SKANSE ODDE HARBOUR.....</b>	<b>21</b>
1.	Coordination and Scheduling .....	21
2.	Establishing an Export and Loading Programme for Jetty 42.....	21
3.	Changes to the Export and Loading Programme for Jetty 42 .....	22
4.	General Principles .....	22

## ARTICLE 1 DEFINITIONS

Terms in these Offtake and Lifting Procedures which are defined in the Transportation Agreement as amended from time to time shall have the same meaning unless otherwise defined herein.

When used herein in addition the following terms shall have the meaning assigned to them in these Offtake and Lifting Procedures and words in the singular shall include the plural and vice versa.

Entitled Redelivery Quantity means a Producer's share of the total Crude Oil and/or LPG available for lifting at the Redelivery Point(s) during the Month in question in accordance with the Allocation Procedure, Exhibit G, as amended from time to time.

Lifter shall mean a Producer and any other party entitled to lift Crude Oil or LPG from the terminal.

Loading Facilities shall mean the existing 24" Crude Oil/Black Oil pipeline and the 6" LPG pipeline from the Refinery to Fredericia Skanse Odde Harbour, connected to Transporter's export pumps on the Terminal, loading lines, loading hoses and loading arms including a new LPG loading arm installed on jetty 42 by Transporter and owned by Transporter, other necessary loading facilities, and other equipment located on or adjacent to the existing jetties.

LPG shall mean Propane (the hydrocarbon sales product consisting mainly of C3) or Butane (the hydrocarbon sales product consisting mainly of C4) or a combination of Propane and Butane).

Notice of Readiness (NOR) shall mean the statement issued by the shipmaster that advises Transporter, that the ship has arrived at load port.

Offtake Co-ordinator(s) shall mean the individual(s) or entity(ies) designated from time to time by Transporter in accordance with subarticle 4.1.

Offtake Representative(s) shall mean the representative(s) designated from time to time by Producers in accordance with subarticle 4.2 to act in liaison with the Offtake Co-ordinator(s).

Port Facilities shall mean the existing jetties and mooring facilities situated at the Skanse Odde harbour of Fredericia.

Port Regulations shall mean the general conditions contained in Fredericia Harbour Port Information and Safety Regulations as amended from time to time.

Producers shall mean all producers of Crude Petroleum connected to and delivering Crude Petroleum to the Pipeline, individually referred to as Producer.

(The definition of Producers in this Exhibit D is different from the definition of Producers in the main body of the Agreement.)

Refinery shall mean the refinery presently owned and operated by A/S Dansk Shell situated adjacent to the Terminal.

Scheduled Date for Lifting shall mean the date of lifting determined in accordance with subarticle 7.3.

Scheduled Range for Lifting shall mean a period of two days covering the Scheduled Date for Lifting and the day prior hereto.

Storage Entitlement shall mean the maximum storage capacity for Crude Oil respectively LPG available to Producers jointly in the Storage Tanks at any time in accordance with subarticle 3.1.

Storage Tanks shall mean the Crude Oil storage tanks at the Terminal and the LPG storage tanks at the Stabilisation Plant.

## **ARTICLE 2 RELATIONSHIP OF TRANSPORTER AND PRODUCERS FOR THE PURPOSES OF OFFTAKE**

- 2.1 Each lifting of Crude Oil or LPG by Producers from the Terminal respectively the Stabilisation Plant shall be for the account of each Producer in proportion to its respective Entitled Redelivery Quantity.

## **ARTICLE 3 STORAGE ENTITLEMENT**

- 3.1 The combined Storage Entitlement of Producers shall be eighty per cent (80%) of the nominal storage capacity of the Crude Oil storage tanks respectively the LPG storage tanks.
- 3.2 Transporter shall notify Producers when their combined Entitled Redelivery Quantities exceed their Storage Entitlement.
- 3.3 If, for any reason, including Force Majeure, Producers fail to keep the combined Entitled Redelivery Quantities at or below their Storage Entitlement and such failure creates a risk that the operation of the Pipeline will have to be restricted or discontinued, Transporter shall to the extent necessary to eliminate such risk, be entitled to dispose of the Crude Oil and/or LPG of the Producer that fails to lift his Entitled Redelivery Quantity in accordance with the Lifting Programme at the best price obtainable under the circumstances but, if time so allows, not before the Crude Oil and/or LPG has been offered for sale to the other Producers within the same licence by notice to such Producers, or if no sale can be made, otherwise to dispose of the same. The proceeds of any such sale, net of reasonable costs and expenses incurred by Transporter, shall be for the account of the relevant Producer.

## **ARTICLE 4 OFFTAKE COORDINATOR, AGENT AND REPRESENTATIVE**

- 4.1 In the main body of the Agreement, Section 3.2 it is stipulated that it is recognized that certain parts of the handling of the Crude Petroleum and Finished Products may be done by parties other than Transporter and, therefore, unless the context clearly indicates otherwise, all references in the Agreement to receipt,

transportation, and redelivery by Transporter shall also mean for or on behalf of or for the account of Transporter.

Accordingly Transporter may appoint one or more Offtake Co-ordinators who shall be entitled to exercise the rights, and shall be responsible for carrying out the obligations of Transporter under these Off-take and Lifting Procedures except otherwise expressly stated herein.

- 4.2 Transporter may also appoint one or more agents who shall be entitled to exercise the rights and shall be responsible in carrying out the obligation of Transporter in relation to Article 11, Article 12 and Article 13 of these Procedures. Transporter shall be entitled to change the Offtake Co-ordinator(s) or agent(s) from time to time upon prior written notice to Producers.

Producers of Crude Oil may appoint:

an Offtake Representative who shall liaise closely with Transporter or his Offtake Co-ordinator so as to facilitate the timely lifting of Crude Oil from the Terminal; and

Producers of LPG may appoint:

an Offtake Representative who shall liaise closely with Transporter or his Offtake Co-ordinator so as to facilitate the timely lifting of LPG from the Stabilisation Plant.

An Offtake Representative shall be entitled to exercise the rights, and shall be responsible for carrying out the obligations of all Producers under these Procedures.

Producers shall be entitled to change their Offtake Representative from time to time upon prior written notice to Transporter.

- 4.3 Subject to these provisions, Transporter shall have the general responsibility and authority to implement these Offtake and Lifting Procedures.

## **ARTICLE 5 MISCELLANEOUS**

- 5.1 Notwithstanding any other provision of these Procedures, Transporter shall in no case be liable to any Producer for any failure to redeliver Crude Oil and/or LPG as provided for herein if due to the tardiness or inaccuracy of any information provided to Transporter by any Producer, to the failure of any Producer to deliver Crude Petroleum to the Pipeline, or to any other act or failure to act by any Producer.

- 5.2 Upon receipt of any new information from any Producer which materially affects the accuracy of any forecast or other notice previously made by it under these Procedures, Transporter shall be entitled to reissue such forecast or notice notwithstanding the deadline for issuing the same may have passed, and such forecast or notice shall be fully effective as of the date of such reissuance.

## **ARTICLE 6 ALLOCATION OF ENTITLEMENTS**

- 6.1 Transporter shall at the beginning of each month calculate each Lifter's Entitled Redelivery Quantity in accordance with Exhibit G and each Lifter's respective share as notified to Transporter by Producer from time to time, also taking into account any notice referred to in subarticle 6.3 below. Taking into consideration all relevant data, such as BS&W separated, losses which have occurred at the Terminal or the Stabilisation Plant, temperature differences, BS&W in the Crude Oil, and net quantities of the batches lifted, Transporter shall determine the over-carrying or under-carrying position of Crude Oil and/or LPG of each Lifter as soon as possible.
- 6.2 At the beginning of each month, all Lifters shall be informed by Transporter about quantities of Crude Oil and/or LPG actually lifted by each Lifter during the preceding month and cumulative over the year, and the over-carrying or under-carrying position of each Lifter.
- For the purpose of the above, a batch in the process of being lifted at the end of a month shall be deemed not to have been lifted.
- 6.3 Any Lifter shall upon giving advance notice to Transporter be allowed to transfer to another Lifter all or part of his respective share of the quantities of Finished Products over a future period. This advance notice shall be received by Transporter no later than thirty-five days before the first day of the month where the transfer of such share is to take effect. Transporter shall establish each Lifter's 'adjusted share' over the notified periods in the future and inform all Lifters thereof.
- 6.4 If a Lifter experiences an unplanned shut down or reduction in production from a Field and thus is not able to deliver for lifting his forecasted volumes for Month M all Lifters should, except when one or more lifters are willing to delay their scheduled lifting(s), irrespective hereof accept that the volumes forecasted is lifted allowing a delay in scheduled liftings in such month M and month M+1
- 6.5 A Lifters over-carrying at any given time is not allowed to be larger than what the specific Lifter can produce during the following three months.

## **ARTICLE 7 SIZE OF BATCHES, NOTIFICATIONS AND LIFTING PROGRAMME**

- 7.1 Each Lifter is entitled to elect to lift Crude Oil in batches between 570,000 and 900,000 barrels of Crude Oil via the Loading Facilities and 150,000 barrels of Crude Oil as a refinery transfer, however, subject to operating conditions, and other loading and discharging programmes permitting. Transporter may accept batches smaller or larger than the above mentioned sizes. Such acceptance shall not be unreasonably withheld.

Each Lifter is entitled to elect to lift Propane in batches of 3.000m<sup>3</sup> (approx. 1.500 metric tonnes) and to lift Butane in batches of 4.000m<sup>3</sup> (approx. 2.300 metric tonnes), however, subject to operating conditions, and other loading and discharging programmes permitting Transporter may accept other batch sizes or combination of batches and such accept thereof shall not be unreasonable withheld.

- 7.2 As early as possible, and at the latest day twenty five of Month M-2, each Lifter shall notify Transporter of the batch size elected for the months M and M+1. Each Lifter may elect to lift different batch sizes provided the different sizes and the sequence thereof have been notified at the latest thirty-five days prior to the relevant month. Failure to notify Transporter hereof is deemed to be a confirmation of the Lifter's election to lift the standard batch size(s) for Crude Oil of 600,000 barrels, for Propane 3.000m<sup>3</sup> and for Butane 4.000m<sup>3</sup>.
- 7.3 Transporter shall on the basis of the elections referred to in subarticle 7.1 calculate the Scheduled Date for Lifting of each Lifter's batch(es) and thus the sequence of lifting by consideration of the greatest under-carrying position of any Lifter as a percentage of the requested batch size, and by consideration of the added number of days of production (as estimated by Transporter month by month) required to build up the batch size in question. The lifting scheduling methodology is described for information purposes in ADDENDUM1A, 1B and 1C. This calculation shall cover month M and the following five months of which the lifting month M shall be considered firm.
- 7.4 The Scheduled Dates for Lifting resulting from the calculation as per subarticle 7.3 shall as soon as possible, but no later than the fifth working day of month-M be e-mailed by Transporter to all Lifters.

## **ARTICLE 8 CUSTODY AND RISK, LIABILITY**

- 8.1 Custody of the Finished Products and the risk related thereto shall pass to Lifter at the moment the Finished Product passes the connecting flange to the receiving vessel or, in case of delivery to the Refinery in Fredericia, at the battery limit downstream of the loading pumps at the Terminal.
- 8.2 Neither Transporter nor his Agent shall be liable for any loss or damage (including personal injury or death) of any Producers arising out of faulty performance of the services of the Agent as Agent for Transporter, except if and to the extent such loss or damage is attributable to wilful failure or gross negligence of the Agent.
- 8.3 Neither Transporter nor its Agent shall be liable towards Producers for any loss of profit, loss of use, revenue or production or any other consequential loss or damage arising of the performance of services of the Agent as Agent for Transporter.



## **ARTICLE 9 FLEXIBILITY**

- 9.1 Transporter's Crude Oil and LPG lifting programme, except cargo sequencing, can be changed for operational reasons (change in production compared to forecast or change in available storage capacity) up to and until ten days before the Scheduled Date for lifting without liability for demurrage costs in accordance with the principles of Addendum 2.

However, Transporter may at any time advise Lifters of a significantly higher or lower production than expected when the firm Lifting Programme was established. Following such advice from Transporter Lifter will to the extent this will not be in conflict with Lifter's obligations in accordance with other contracts endeavour to nominate to load up to plus ten per cent, if production is advised higher, and up to minus ten per cent, if production is advised lower.

If in the judgement of Transporter the firm Lifting Programme is no longer operable due to an unexpected change in production Transporter shall immediately endeavour to revise the firm Lifting Programme to make it operable.

- 9-2 If a Lifter wishes to make a change in a firm Lifting Programme regarding batch size and/or Scheduled Date for Lifting he shall so request by notice to Transporter and if such change can be effected without interference of other loading and discharging programmes effected via the Port Facilities, such change shall forthwith be effected and Lifters notified thereof. The Lifting Programme after such change shall become the firm Lifting Programme.

However, if such change may interfere with the programmes as mentioned above, Transporter shall endeavour to obtain the approvals of all the affected parties to accommodate such request, advising and assisting all affected parties in reaching a solution to their mutual satisfaction.

## **ARTICLE 10 ACCOUNTS**

- 10.1 All Crude Oil and LPG accounting required hereunder shall be made in accordance with the principles of Exhibit G.

## **ARTICLE 11 NOMINATION AND RECEPTION OF VESSELS**

- 11.1 Lifter shall as soon as practicable and no less than five (5) days before its vessel's scheduled date of arrival at the Port Facilities, arrange that Transporter receives a written notice of nomination, which shall specify:

- a) Name of the vessel to load at the Port Facilities
- b) Expected date of arrival of the loading vessel at the Port Facilities
- c) Name of Lifter's agent
- d) Destination requirements

- e) Documentation requirements
- f) Loading instructions including LAY/CAN

The master of the vessel shall be instructed to notify to Transporter his latest estimated time of arrival (ETA) at the Port Facilities seventy-two hours, forty-eight hours and twenty-four hours, respectively, in advance of ETA.

11.2 Transporter shall provide or cause to be provided free of charge a safe berth or berths at which vessels nominated and accepted in accordance with subarticles 11.1 and 14.3 can reach, lie at, and load from always safely afloat. Transporter may at its sole discretion refuse to load or reject from berthing any vessel provided that such vessel does not fulfil the requirements stipulated in the Port Regulations, the safety standards set by International Marine Organisation (IMO), International Chamber of Shipping (ICS), Oil Companies International Marine Forum (OCIMF) and International Association of Ports and Harbours, or which is not insured according to normal standards within the industry.

11.3 Transporter may

- (a) reject any nomination made by the Lifter pursuant to subarticle 11.1 on any reasonable ground: and/or (b) refuse, on any reasonable ground, to accept for loading any Vessel named pursuant to subarticle 11.1; and/or
- (b) reject the Vessel in question, notwithstanding any prior acceptance of such Vessel (whether nominated or substituted pursuant to subarticle 11.1), on any reasonable ground if such Vessel is involved in any incident or more recent information regarding such Vessel becomes available to Transporter which indicates that the information relied upon by Transporter in previously accepting the Vessel was materially incorrect or incomplete; and/or
- (c) without derogating from any other reasonable grounds that may be available to Transporter, it shall be a reasonable ground for Transporter to reject or refuse a Vessel pursuant to this subarticle if the Vessel either at the time of nomination or subsequently at any time up to the time of commencement of loading is not approved by any internal ship vetting system operated by Transporter or alternatively is determined by such internal ship vetting system to be unacceptable under Transporter's vetting policy.

In respect of any nominated Vessel, the Lifter may, or if necessary to perform its obligations under this Transportation and Loading Contract must, substitute therefor another Vessel provided always that:

- (i) the Scheduled Date Range for Lifting which would have applied in respect of the Vessel originally nominated shall apply to the substitute Vessel; and
- (ii) the Lifter shall give to Transporter notice in writing of the name and the destination(s) of the substitute Vessel as soon as practicably possible but in any event not later than the ETA of the substitute Vessel

11.4 If, subsequently, the expected date of arrival or the date of arrival of the vessel named in the notice of nomination falls outside the Scheduled Date Range for Lifting, a revised nomination shall be subject to acceptance by Transporter, which acceptance shall not be unreasonably withheld.

11.5 Transporter shall use best endeavours to ensure that each vessel arriving within the Scheduled Date Range for Lifting shall be berthed in order of tendering Notice of Readiness (NOR) to Transporter. Except as hereafter provided Transporter shall not take vessels as nominated by any Lifter out of turn without prior consultation.

Notwithstanding any provisions expressed or implied herein Transporter shall use best endeavours to berth any vessels arriving outside the Scheduled Date Range for Lifting.

11.6 Priority shall be given to a vessel tendering NOR within its Scheduled Date Range for Lifting when it is competing with another vessel arriving outside its Scheduled Date Range for Lifting, but only when both vessels have tendered NOR.

If both vessels tender NOR within their Scheduled Date Range for Lifting the main principle is first come first served with due respect to the principles of Addendum 2 in general and Article 4 hereof in particular.

11.7 The loading programme of the cargo shall be determined in agreement between Transporter and the master of the vessel. Transporter is always entitled to interrupt loading and have the berth cleared in case of emergency.

Lifter shall have the right to nominate hereunder a vessel for loading the quantity given in the off-take programme, and Transporter shall at the option of the relevant Lifter or the vessel's Master load a cargo equal to that quantity +/- 5% if operational considerations so allows.

## **ARTICLE 12 LIFTING CONDITIONS AND DEMURRAGE**

12.1 The laytime allowed at the Port Facilities for loading a standard size cargo, ref subarticle 7.2 (pro-rated for a part cargo) shall be thirty-six consecutive hours, unless otherwise agreed.

12.2 Laytime, as hereinafter provided, shall commence when the vessel starts to load or six hours after the vessel's tendering of Notice of Readiness, whichever first occurs. However, in the event that the vessel arrives prior to the Scheduled Date Range for Lifting, the laytime shall not commence until 06.00 hours on the first day of the Scheduled Date Range for Lifting or on commencement of loading, whichever first occurs.

In the event that the vessel arrives after the Scheduled Date Range for Lifting, the vessel shall await its turn pursuant to Article 11. , and laytime shall not commence until the vessel starts to load.

Laytime and demurrage if incurred shall terminate after both of the following conditions have been fulfilled;

- 1) hoses are disconnected; and
- 2) three hours after the completion of the loading or when normal shipping documents have been provided, whichever is the earlier.

Time lost owing to any of the following reasons shall not count against allowed laytime or, if the vessel is on demurrage, for demurrage;

- a) Breakdown or inability of the vessel's facilities to load the cargo at a rate consistent with her minimum loading rate according to subarticle 14.3;
- b) Reduction of loading rate in order to fulfil requirements stipulated by fire authorities or environmental authorities;
- c) Bad weather, the vessel's handling of ballast or awaiting customs or immigration clearance or pratique;
- d) The vessel proceeding to berth;
- e) Circumstances occasioned by Lifter, by the vessel's owner or operator or by governmental or port authorities;
- f) Force majeure, such as but not limited to fire or explosions at the refinery, the Terminal, the Stabilisation Plant, the Port or Loading Facilities or associated facilities; any strike, lockout or labour dispute or disturbance; compliance with any order, demand or request of any national, local or other authority.

12.3 Notwithstanding subarticle 12.2, if a delay has been caused by Transporter, Transporter shall pay demurrage for such time used in excess of the laytime allowed, as corresponds with the delay caused by Transporter.

For vessels loading Crude Oil, the rate of demurrage which shall be payable per day (or pro rata thereof) shall be as per C/P terms and conditions in line with industry practice.

For vessels loading LPG, the rate of demurrage which shall be payable per day (or pro rata thereof) shall be as per C/P terms and conditions in line with industry

practice. However, Transporter's liability for demurrage shall never exceed the amount, which is actually and properly incurred by Lifter in accordance with the relevant charter party terms.

- 12.4 Notwithstanding the foregoing, Transporter shall not in any event have any demurrage liability, unless the relevant demurrage claim has been notified to Transporter within 75 days of the vessel completing discharge of the cargo and presented to Transporter in writing including in essential detail the specific, agreed facts on which the claim is based within 105 days of the vessel completing discharge of the cargo.

### **ARTICLE 13 BERTH OCCUPANCY**

- 13.1 Lifter's vessel shall vacate the berth as soon as loading is completed and shipping documents have been provided by Transporter or if Port Regulations so allow after electronic transfer of documents after ship has vacated the berth or otherwise agreed, subject to considerations of safety, and any loss or damage incurred by Transporter as a result of the vessel's failure to vacate the berth promptly shall be paid by Lifter to Transporter at the rate specified in subarticle 13.2.

Notwithstanding the foregoing in the event of the vessel's failure to load her cargo at a rate reasonably consistent with her minimum loading rate according to subarticle 14.3 and within a total period defined as the laytime allowed according to subarticle 12.1 plus a maximum of twelve hours, which total number shall include such delays as may have been caused by occurrences as defined in subarticles 12.2a) to 12.2 f), Transporter shall have the right, if necessary, to order the vessel temporarily off the berth to vacate this for (an)other vessel(s). Thus Transporter shall not be liable for any cost incurred by Lifter as a result of the vessel's temporary stay off the berth.

Bunkering, fresh water, stores and provisions loading, if required, shall, if possible, take place during loading.

- 13.2 In the event that the vessel would not vacate the berth in accordance with subarticle 13.1 despite having been officially requested to do so and this affects a vessel that is a Crude Oil vessel Lifter shall pay to Transporter per day, pro rata of berth time or part hereof an amount which shall be the AFRA demurrage rate per day for a 80,000 ton vessel.

In the case where the affected vessel is an LPG vessel the appropriate rate of demurrage will be determined from the average of rates quoted by two independent firms of LPG vessel brokers appointed by Transporter. The demurrage rate for each size of vessel will be advised to all Lifters and the Refinery before the first day of each month for which the posted rate will apply.

- 13.3 However, Lifter's liability for payment of berth time as defined immediately above shall never exceed the amount which is actually and properly incurred by Transporter.

#### **ARTICLE 14 PORT REGULATIONS AND PUMPING RATES**

- 14.1 Lifters shall secure that these requirements and the provisions laid down in the Port Regulation, as amended from time to time, are observed by the Lifters, ship-owners, charterers and masters of vessels calling at the Port Facilities.

- 14.2 The Port Regulations in effect at the date of signature of this Agreement has provisions on loading of Crude Oil

The existing Port Regulations, however, do not contain provisions on loading of LPG over jetty 42. Such provisions shall be determined by the owner of the Fredericia Skanse Odde Harbour and/or the Refinery in consultation with Transporter and shall be applicable to all users of the Port Facilities.

- 14.3 Minimum loading rate of Crude Oil vessel shall be: 5,000 m<sup>3</sup> per hour.

Maximum onshore pumping rate for Crude Oil shall be: 5.500 m<sup>3</sup> per hour.

Minimum loading rate of LPG vessel shall be: 200 m<sup>3</sup> per hour.

Maximum onshore pumping rate for LPG shall be: 200 m<sup>3</sup> per hour.

Actual loading rate will depend on the pumping rate for loading made available by Transporter.

#### **ARTICLE 15 MODIFICATIONS**

- 15.1 The provisions of subarticles 11.1, 11.2 and 14.1-14.3 may be modified from time to time if so necessitated by operational considerations. Such changes shall only be effected upon consultation with Lifters.

#### **ARTICLE 16 COORDINATION AND SCHEDULING EXPORT/IMPORT FROM THE TERMINAL AND THE REFINERY**

- 16.1 In Addendum 2 attached hereto and made a part of this Exhibit D is described the methodology which will be applied when the Scheduled Date for Lifting for the Crude Oil entitlement, the LPG entitlements and the Refinery imports and exports has been determined, and the dates for the Crude Oil, the LPG cargoes and Refinery imports and exports coincide.

The methodology aims to make the execution of the export and loading programme via the Loading Facilities as efficient as possible, thereby reducing the risk of the parties' facilities to be forced to slow-down or shut down production.

The principles for scheduling export of products from the Terminal and the Refinery is also an appendix to the Transportation and Loading Contract between A/S Dansk Shell and DONG Oil Pipe A/S for the use of A/S Dansk Shell's Loading Facilities.

## **ADDENDUM 1 A LIFTING SCHEDULING PROGRAMME, CRUDE OIL**

1. Based on running production (actual and forecast, as applicable), each Lifter's Entitled Redelivery Quantity is calculated in accordance with the respective share applicable at any time (cf. Article 6).
2. Lifters elect, as stipulated in these procedures, their preferred batch size or batch sizes applicable for the next following two months. In case more than one batch size is elected for a certain two months period, the sequence of the different batch sizes must be elected at the same time.
3. Each month the net Entitled Redelivery Quantities of each Lifter are calculated.
4. Following this calculation, a further calculation is made in case a Lifter has a positive, accumulated balance (i.e. under-carrying position). In this calculation, each Lifter's ratio of its positive balance to its first elected batch is computed for each day.

The Lifter who displays the highest such ratio on the day hereafter specified in 4. a) is entitled and obliged to offtake its first batch on the day hereafter specified in 4. b).

- a) The day by close of which the accumulated total stock in the Terminal, less 350,000 barrels of Crude Oil, is equal to or higher than the agreed minimum stock for the Terminal respectively.
  - b) The day by close of which the accumulated total stock in the Terminal, less the volume of the elected batch to be lifted, is equal to or higher than the agreed minimum stock of Crude Oil.
5. The minimum stock of Crude Oil referred to above is composed of tank bottoms (approximately 250,000 barrels of Crude Oil) and a minimum operational buffer.

For the time being the operational buffer of Crude Oil is estimated to be 400,000 barrels.

The operational buffer is intended to compensate for early arrival (within agreed tolerance) of ships and for deviations between actual and expected production.

6. The next Lifter entitled to lift and the lifting date and those thereafter will be established following the same methodology as outlined above and below.

### **Input Data**

- Opening balance for each Lifter i.e. accumulated over-carrying/under-carrying positions at the beginning of the first day.
- Forward Entitled Redelivery Quantity of running production.



These Entitled Redelivery Quantities may vary over a scheduling period, amongst others as a result of year change or a combination of two or more Lifters in a temporary joint lifting configuration.

- Forward estimate of average daily production in '000 barrels to be supplied by Producers or Producer's representatives according to subarticle 6.3.
- Lifters' election of batch size or batch sizes in '000 barrels. In the latter case the sequence of batches is to be specified.

#### **ADDENDUM 1 B LIFTING SCHEDULING PROGRAMME, PROPANE FOR PROPANE**

1. Based on running production (actual and forecast, as applicable), each Lifter's Entitled Redelivery Quantity is calculated in accordance with the respective share applicable at any time (cf. Article 6).
2. Batch size is 3,000 cubic meters. In the event Transporter and Stabilisation Plant operator have accepted another batch size such batch size to be applied. In case more than one batch size is elected for a certain two months period, the sequence of the different batch sizes must be elected at the same time.
3. Each month the net Entitled Redelivery Quantities of each Lifter are calculated.
4. Following this calculation, a further calculation is made in case a Lifter has a positive, accumulated balance (i.e. under-carrying position). In this calculation, each Lifter's ratio of its positive balance to its first batch is computed for each day.

The Lifter who displays the highest such ratio on the day hereafter specified in 4. a) is entitled and obliged to offtake its first batch on the day hereafter specified in 4. b).

- a) The day by close of which the accumulated total stock in the Stabilisation Plant is equal to or higher than the agreed minimum stock for the Stabilisation Plant.
  - b) The day by close of which the accumulated total stock in the Stabilisation Plant less the volume of the elected batch to be lifted, is equal to or higher than the agreed minimum stock of oil in the Stabilisation Plant.
5. The minimum stock referred to above is composed of tank bottoms (approximately xx cubic meters (to be determined by Transporter)) and a minimum operational buffer.

For the time being the operational buffer will be the equivalent of 2 days' expected Propane production say 400 cubic meters.

The operational buffer is intended to compensate for early arrival (within agreed tolerance) of ships and for deviations between actual and expected production.

6. The next Lifter entitled to lift and the lifting date and those thereafter will be established following the same methodology as outlined above and below.

Input Data

- Opening balance for each Lifter i.e. accumulated over-carrying/under-carrying positions at the beginning of the first day.
- Forward Entitled Redelivery Quantity of running production.

These Entitled Redelivery Quantities may vary over a scheduling period, amongst others as a result of year change or a combination of two or more Lifters in a temporary joint lifting configuration.

- Forward estimate of average daily production in cubic meters to be supplied by Producers or Producer's representatives according to subarticle 6.3.
- The stipulated batch size of 3000 cubic meters or any other accepted batch sizes. Lifters' election of batch size or batch sizes in cubic meters. In the latter case the sequence of batches is to be specified.

## **ADDENDUM 1 C LIFTING SCHEDULING PROGRAMME, BUTANE**

1. Based on running production (actual and forecast, as applicable), each Lifter's Entitled Redelivery Quantity is calculated in accordance with the respective share applicable at any time (cf. Article 6).
2. Batch size is 4,000 cubic meters. In the event Transporter and Stabilisation Plant operator have accepted another batch size such batch size to be applied In case more than one batch size is elected for a certain two months period, the sequence of the different batch sizes must be elected at the same time.
3. Each month the net Entitled Redelivery Quantities of each Lifter are calculated.
4. Following this calculation, a further calculation is made in case a Lifter has a positive, accumulated balance (i.e. under-carrying position). In this calculation, each Lifter's ratio of its positive balance to its first batch is computed for each day.

The Lifter who displays the highest such ratio on the day hereafter specified in 4.

a) is entitled and obliged to offtake its first batch on the day hereafter specified in 4. b).

- a) The day by close of which the accumulated total stock in the Stabilisation Plant is equal to or higher than the agreed minimum stock for the Stabilisation Plant.
  - b) The day by close of which the accumulated total stock in the Stabilisation Plant, less the volume of the elected batch to be lifted, is equal to or higher than the agreed minimum stock of oil in the Stabilisation Plant.
5. The minimum stock referred to above is composed of tank bottoms (approximately xx cubic meters (To be determined by Transporter)) and a minimum operational buffer.

For the time being the operational buffer will be the equivalent of 2 days' expected Butane production say 600 cubic meters.

The operational buffer is intended to compensate for early arrival (within agreed tolerance) of ships and for deviations between actual and expected production.

6. The next Lifter entitled to lift and the lifting date and those thereafter will be established following the same methodology as outlined above and below.

### **Input Data**

- Opening balance for each Lifter i.e. accumulated over-carrying/under-carrying positions at the beginning of the first day.
- Forward Entitled Redelivery Quantity of running production.

These Entitled Redelivery Quantities may vary over a scheduling period, amongst others as a result of year change or a combination of two or more Lifters in a temporary joint lifting configuration.

- Forward estimate of average daily production in cubic meters to be supplied by Producers or Producer's representatives according to subarticle 6.3..
- The stipulated batch size of 4000 cubic meters or any other accepted batch sizes. Lifters' election of batch size or batch sizes in cubic meters. In the latter case the sequence of batches is to be specified.

## **ADDENDUM 2 PRINCIPLES FOR SCHEDULING EXPORT/IMPORT FROM THE TERMINAL/STABILISATION PLANT AND REFINERY VIA JETTY 42 AT SKANSE ODDE HARBOUR.**

The principles of this Addendum 2 have been agreed upon between Transporter and the owner of the Refinery in consideration of a maximum acceptable jetty occupancy of 70% calculated on a monthly basis and under the assumption that the Refinery operate the Refinery with a certain off-take of Crude Oil from Transporter's Terminal as well as any associated export of final products. In case of significant changes, including the premises of the Loading Contracts for Crude Oil and LPG, these principles shall be subject to renegotiation between the parties.

### **1. Coordination and Scheduling**

It is recognised that due to the common use of the Port Facilities for shipments of Crude Oil, shipments of LPG and import and export by the Refinery the lifting programme for Crude Oil, the lifting programme for LPG and the programme for import and export to and from the Refinery must be coordinated. In reality the refinery would endeavour to place their cargoes between the various shipments from the Terminal, when they later during the month M schedule their shipments for month M+1.

### **2. Establishing an Export and Loading Programme for Jetty 42**

The lifting programme for Crude Oil and LPG from the Terminal for the following Month (M+1) shall be released no later than the fifth working day of the Month (M).

The principle of priority for lifting of Crude Oil above lifting of LPG shall be applied by Transporter cf. section 4.

The export and loading program on Jetty 42 (including the shared pipelines for transportation of Crude Oil and LPG, respectively) shall be scheduled by the Refinery based on Transporter's off-take programmes for Crude Oil and LPG and in close cooperation with Transporter's Crude Oil and LPG off take coordinator(s).

Transporter can include refinery preferred transfer dates for the following Month (M+1) in Transporter's Crude Oil and LPG lifting programme, however, such transfer dates may be moved forward or backwards by Transporter similar to off loads via jetty 42 in case Transporter's Crude Oil or LPG lifting programme needs to be updated. In case the transfer dates are moved as described above, the Refinery shall endeavour to organise alternative storage or im-/export for their

own account with the aim of upholding the overall governing principle that no one shall shut-down its production, cf. section 4.

### **3. Changes to the Export and Loading Programme for Jetty 42**

Transporter's Crude Oil and LPG lifting programme (including Crude Oil transfers to the Refinery) can be changed for operational reasons (change in production compared to forecast or change in available storage capacity) up to and until ten days before the Scheduled Date for lifting without liability for demurrage costs.

Any change of Transporter's Crude Oil or LPG lifting programme (including Crude Oil transfers to the Refinery) less than ten days before the programmed lifting will make the party causing such change in lifting programmes, e.g. the Crude Oil Lifter, the LPG Lifter or the Refinery, liable for demurrage, if another already scheduled vessel on Jetty 42 or the shared ex-/import pipelines is being pushed into a demurrage situation. There shall be no knock on effect on such demurrage, meaning the Lifter or respectively the Refinery liable to pay demurrage only to the vessel being pushed. From 1 July 2016 all laycans on Jetty 42 shall be two day laycans.

Scheduling with overlapping laycans is allowed, however, only by one day

From 1 July 2016 no export/import operation is scheduled to last more than 36 hours. If an export/import operation is scheduled to last more than 36 hours, the Lifter/importer shall compensate other Lifters/importers for any demurrage this may cause. I.e. if the export/import is scheduled to last 48 hours the party can be liable for up to 12 hours demurrage on the following vessel if that vessel incur demurrage.

Any vessel arriving within its laycan shall be handled on a first come first served basis.

Any deviation will result in a lower priority and the first come first served would not be applicable for a particular vessel not adhering hereto.

### **4. General Principles**

The parties shall endeavour to coordinate and schedule and operate export and loading of products via Jetty 42 in accordance with the general principle that no party shall be forced to shut down production or slow down production.

If such shut-down or slow-down of production is however required, priority shall be given to the product representing most value and in accordance with the following hierarchy;

- 1) Crude Oil
- 2) LPG
- 3) Refinery products including export and import.

Accordingly, in case that a Terminal Crude Oil or LPG export or a Refinery crude oil export or crude oil import is urgently needed to be loaded via Jetty 42 to avoid that Crude Oil production, LPG production or refinery production has to slow down or shutdown then such particular export shall be given first priority, to be loaded or discharged over Jetty 42

In such case the Lifter or respectively the Refinery obtaining priority shall be liable for any demurrage imposed on the Lifter or respectively the Refinery whose turn to lift is delayed.

The parties acknowledge that the successful execution of the lifting programme requires full transparency and exchange of relevant information between the Refinery's scheduling team and the Off-take Coordinator. The parties shall endeavour to meet quarterly or with any such frequency deemed necessary by either party in order to ensure the most efficient operation of the lifting programme.

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