



## **Draft decisions of the Extraordinary General Meeting of Shareholders of AB “Klaipėdos nafta” to be held on 6 October 2023**

The Board of AB “Klaipėdos nafta”, legal entity code 110648893, registered at Burių str. 19, Klaipėda, among others adopted the following decisions:

To approve the draft decisions under the approved agenda of the Extraordinary General Meeting of Shareholders, to be held on 6 October 2023 at 1:00 p.m.:

### **1. Regarding the approval of AB “Klaipėdos nafta’s” Board decision to approve the main terms and conditions of the floating storage regasification unit (FSRU) INDEPENDENCE technical and operational management (O&M) service procurement agreement:**

*“To approve the decision of AB “Klaipėdos nafta” Board:*

*1. Approve the following main terms and conditions of the floating storage regasification unit (FSRU) INDEPENDENCE technical and operational management (O&M) service procurement agreement:*

*1.1. Between the buyer AB Klaipėdos nafta and the supplier Hoegh LNG Klaipėda, UAB, legal entity code 302719517, registered office at Lvivo g. 25, 09320 Vilnius, Lithuania, acting as the leading partner of the joint venture agreement with Höegh LNG Fleet Management AS, legal entity code 993874639, registered office at Drammensveien 134, Oslo, Norway.*

*1.2. The scope of services: FSRU INDEPENDENCE O&M.*

*1.3. The term of the agreement: five (5) years as from FSRU INDEPENDENCE acquisition with a right to extend up to five (5) years additionally.*

*1.4. The annual price of the agreement is equal to a fixed fee of 4,850,000 EUR (four million eight hundred fifty thousand euros) comprising of pre-operational cost, annual management fee and annual crew cost excluding applicable Lithuanian taxes on seafarers’ wages, other variable cost such as opex, maintenance, spare parts, tax expenditures and etc. which shall be paid on cost pass through basis. The fixed fees are subject to annual adjustment in accordance with harmonized index of consumer prices (HICP).*

*1.5. Subject to certain exceptions, the liability of the supplier (including liability for crew acts and omissions) for all claims under the agreement shall not exceed a total of ten (10) times the annual management fee payable during the term.*

*1.6. The agreement shall be in line with the other terms and conditions specified in the procurement documents, as well as market conditions, market’s best practice and standard of prudent businessman.”*

**2. Regarding the election of the audit company that shall perform the audit of the Financial Statements for the year 2023 and conditions of payment for audit services:**

*“2.1. To elect “KPMG Baltics”, UAB (hereinafter – the Auditor) as the Company’s audit firm to perform the audit of the statutory separate and consolidated Financial Statements, to verify Regulated Activities report of the Company, to assess its Annual Report for the years 2023 and to issue the Audit highlights memorandum.*

*2.2. To set the following payment conditions for the audit services: audit fee that should be paid for the audit services is EUR 108 400 excluding VAT (hereinafter – the Audit Fee).*

*2.3. The Auditor shall issue VAT invoices for the Audit fee, as follows:*

*1. For audit of the Client’s statutory separate financial statements as at and for the year ending 31 December 2023 and issuance of an auditor’s report – 45 000 EUR excluding VAT;*

*2. For audit of the Client’s statutory consolidated financial statements as at and for the year ending 31 December 2023 and issuance of an auditor’s report – 20 000 EUR excluding VAT;*

*3. For audit of the KN Acu Servicos de Terminal de GNL LTDA statutory separate financial statements as at and for the year ending 31 December 2023 and issuance of an auditor’s report thereon – 28 900 EUR excluding VAT;*

*4. For the Regulated Activities report for the year ended 31 December 2023 – 12 500 EUR excluding VAT;*

*5. For the translation of the consolidated and separate financial statements and the consolidated annual report from English to Lithuanian or from Lithuanian to English – 2,000 EUR excluding VAT.*

*The Company shall pay the VAT invoices within 30 days as of receipt of the VAT invoices.”*