

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2016

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report \_\_\_\_\_

Commission File Number 001-36588

**Höegh LNG Partners LP**

(Exact name of Registrant as specified in its charter)

Republic of the Marshall Islands  
(Jurisdiction of incorporation or organization)  
Wessex House, 5th Floor  
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Hamilton, HM 12 Bermuda  
(Address of principal executive offices)

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)  
Securities registered or to be registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common units representing limited partner interests	New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

19,755,099 common units representing limited partner interests  
13,156,060 subordinated units representing limited partner interests

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.  Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).  Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued by the  
International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.  
 Item 17    Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

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**HÖEGH LNG PARTNERS LP**  
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## PRESENTATION OF INFORMATION IN THIS REPORT

This annual report on Form 20-F for the year ended December 31, 2016 (this “Annual Report”) should be read in conjunction with the consolidated and combined carve-out financial statements and accompanying notes included in this Annual Report. Unless we otherwise specify, references in this Annual Report to “Höegh LNG Partners,” “we,” “our,” “us” and “the Partnership” refer to Höegh LNG Partners LP or any one or more of its subsidiaries, or to all such entities unless the context otherwise indicates. References in this Annual Report to “our general partner” refer to Höegh LNG GP LLC, the general partner of Höegh LNG Partners. References in this Annual Report to “our operating company” refer to Höegh LNG Partners Operating LLC, a wholly owned subsidiary of the Partnership. References in this Annual Report to “Höegh UK” refer to Höegh LNG Services Ltd, a wholly owned subsidiary of our operating company. References in this Annual Report to “Höegh Lampung” refer to Höegh LNG Lampung Pte Ltd., a wholly owned subsidiary of our operating company. References in this Annual Report to “Höegh FSRU III” refer to Höegh LNG FSRU III Ltd., a wholly owned subsidiary of our operating company. References in this Annual Report to “PT Höegh” refer to PT Höegh LNG Lampung, the owner of the *PGN FSRU Lampung*. References in this Annual Report to “Höegh Cyprus” refer to Höegh LNG Cyprus Limited including its wholly owned branch, Höegh LNG Cyprus Limited Egypt Branch (“Egypt Branch”), a wholly owned subsidiary of Höegh FSRU III and the owner of the *Höegh Gallant*. References in this Annual Report to “Höegh Colombia Holding” refer to Höegh LNG Colombia Holding Ltd., a 51% owned subsidiary of our operating company as of January 3, 2017. References in this Annual Report to “Höegh FSRU IV” refer to Höegh LNG FSRU IV Ltd., a wholly owned subsidiary of Höegh Colombia Holding and the owner of the *Höegh Grace*. References in this Annual Report to “Höegh Colombia” refer to Höegh LNG Colombia S.A.S., a wholly owned subsidiary of Höegh Colombia Holding. References in this Annual Report to our or the “joint ventures” refer to SRV Joint Gas Ltd. and/or SRV Joint Gas Two Ltd., the joint ventures that own two of the vessels in our fleet, the *Neptune* and the *GDF Suez Cape Ann*, respectively. References in this Annual Report to “GDF Suez” refer to GDF Suez LNG Supply S.A., a subsidiary of ENGIE. References in this Annual Report to “PGN LNG” refer to PT PGN LNG Indonesia, a subsidiary of PT Perusahaan Gas Negara (Persero) Tbk (“PGN”). References in this Annual Report to “SPEC” refer to Sociedad Portuaria El Cayao S.A. E.S.P.

References in this Annual Report to “Höegh LNG” refer, depending on the context, to Höegh LNG Holdings Ltd. and to any one or more of its direct and indirect subsidiaries, other than us. References in this Annual Report to “EgyptCo” refer to Höegh LNG Egypt LLC, a wholly owned subsidiary of Höegh LNG. References in this Annual Report to “Höegh LNG Management” refer to Höegh LNG Fleet Management AS, a wholly owned subsidiary of Höegh LNG. References in this Annual Report to “Höegh Maritime Management” refer to Höegh LNG Maritime Management Pte. Ltd., a wholly owned subsidiary of Höegh LNG. References in this Annual Report to “Höegh Norway” refer to Höegh LNG AS, a wholly owned subsidiary of Höegh LNG. References in this Annual Report to “Höegh Asia” refer to Höegh LNG Asia Pte. Ltd., a wholly owned subsidiary of Höegh LNG. References in this Annual Report to “Höegh Shipping” refer to Höegh LNG Shipping Services Pte Ltd, a wholly owned subsidiary of Höegh LNG. References in this Annual Report to “Leif Höegh UK” refer to Leif Höegh (U.K.) Limited, a wholly owned subsidiary of Höegh LNG.

## FORWARD-LOOKING STATEMENTS

This Annual Report contains certain forward-looking statements concerning future events and our operations, performance and financial condition. Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate or imply future results, performance or achievements, and may contain the words “believe,” “anticipate,” “expect,” “estimate,” “project,” “will be,” “will continue,” “will likely result,” “plan,” “intend” or words or phrases of similar meanings. These statements involve known and unknown risks and are based upon a number of assumptions and estimates that are inherently subject to significant uncertainties and contingencies, many of which are beyond our control. Actual results may differ materially from those expressed or implied by such forward-looking statements. Important factors that could cause actual results to differ materially include, but are not limited to:

- market trends for floating storage and regasification units (“FSRUs”) and liquefied natural gas (“LNG”) carriers, including hire rates and factors affecting supply and demand;
- our anticipated growth strategies;
- our anticipated receipt of dividends and repayment of indebtedness from joint ventures;
- effects of volatility in global prices for crude oil and natural gas;
- the effect of the worldwide economic environment;

- turmoil in the global financial markets;
- fluctuations in currencies and interest rates;
- general market conditions, including fluctuations in hire rates and vessel values;
- changes in our operating expenses, including drydocking and insurance costs;
- our ability to make or increase cash distributions on the units and the amount of any such distributions;
- our ability to comply with financing agreements and the expected effect of restrictions and covenants in such agreements;
- the future financial condition of our existing or future customers;
- our ability to make additional borrowings and to access public equity and debt capital markets;
- planned capital expenditures and availability of capital resources to fund capital expenditures;
- the exercise of purchase options by our customers;
- our ability to maintain long-term relationships with our customers;
- our ability to leverage Höegh LNG's relationships and reputation in the shipping industry;
- our ability to purchase the 49% interest in the *Höegh Grace* entities or additional vessels from Höegh LNG in the future;
- our ability to integrate and realize the anticipated benefits from the acquisition of the 51% interest in the *Höegh Grace* entities;
- our continued ability to enter into long-term, fixed-rate charters;
- the operating performance of our vessels;
- our ability to maximize the use of our vessels, including the redeployment or disposition of vessels no longer under long-term charters;
- expected pursuit of strategic opportunities, including the acquisition of vessels;
- our ability to compete successfully for future chartering and newbuilding opportunities;
- timely acceptance of our vessels by their charterers;
- termination dates and extensions of charters;
- the cost of, and our ability to comply with, governmental regulations and maritime self-regulatory organization standards, as well as standard regulations imposed by our charterers applicable to our business;
- demand in the FSRU sector or the LNG shipping sector in general and the demand for our vessels in particular;
- availability of skilled labor, vessel crews and management;
- our incremental general and administrative expenses as a publicly traded limited partnership and our fees and expenses payable under our ship management agreements, the technical information and services agreement and the administrative services agreements;
- the anticipated taxation of the Partnership and distributions to its unitholders;
- estimated future maintenance and replacement capital expenditures;

- our ability to retain key employees;
- customers' increasing emphasis on environmental and safety concerns;
- potential liability from any pending or future litigation;
- potential disruption of shipping routes due to accidents, political events, piracy or acts by terrorists;
- future sales of our common units in the public market;
- our business strategy and other plans and objectives for future operations; and
- our ability to successfully remediate any material weaknesses in our internal control over financial reporting and our disclosure controls and procedures.

Forward-looking statements in this Annual Report are made based upon management's current plans, expectations, estimates, assumptions and beliefs concerning future events impacting us and therefore involve a number of risks and uncertainties, including those risks discussed in "Item 3.D. Risk Factors." The risks, uncertainties and assumptions involve known and unknown risks and are inherently subject to significant uncertainties and contingencies, many of which are beyond our control.

We caution that forward-looking statements are not guarantees and that actual results could differ materially from those expressed or implied in the forward-looking statements. We undertake no obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict all of these factors. Further, we cannot assess the impact of each such factor on our business or the extent to which any factor, or combination of factors, may cause actual results to be materially different from those contained in any forward-looking statement. We make no prediction or statement about the performance of our common units. The various disclosures included in this Annual Report and in our other filings made with the Securities and Exchange Commission (the "SEC") that attempt to advise interested parties of the risks and factors that may affect our business, prospects and results of operations should be carefully reviewed and considered.

## PART I

### Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

### Item 2. Offer Statistics and Expected Timetable

Not applicable.

### Item 3. Key Information

#### A. Selected Financial Data

The following table presents, in each case for the years and as of the dates indicated, our selected consolidated and combined carve-out financial and operating data, which includes, for periods prior to the closing of our initial public offering (“IPO”) on August 12, 2014, selected consolidated and combined carve-out financial and operating data of the Partnership and its subsidiaries that had interests in the *PGN FSRU Lampung* and the joint ventures that own the *Neptune* and the *GDF Suez Cape Ann*. The transfer of these equity interests and related loans and promissory notes by Höegh LNG to the Partnership in connection with the IPO was recorded at Höegh LNG’s consolidated book values.

Pursuant to our partnership agreement, our general partner has irrevocably delegated to our board of directors the power to oversee and direct the operations of, manage and determine the strategies and policies of the Partnership. Four of the seven board members were elected by the common unitholders at our first annual meeting of unitholders. As a result, Höegh LNG, as the owner of our general partner, does not have the power to control our board of directors or the Partnership, and we are not considered to be under the control of Höegh LNG for accounting purposes. As a consequence, we account for acquisitions from Höegh LNG under the purchase method of accounting. An acquisition is included in our consolidated and combined carve-out financial statements from the date of the acquisition and there has been no retroactive restatement of our financial statements to reflect the historical results of the entity acquired.

On October 1, 2015, the Partnership closed the acquisition of 100% of the shares of Höegh FSRU III, the entity that indirectly owns the *Höegh Gallant*. The results of operations of the *Höegh Gallant* are included in our results from the acquisition date.

Two of the vessels in our fleet (the *Neptune* and the *GDF Suez Cape Ann*) are owned by our joint ventures, each of which is owned 50% by us. Under applicable accounting rules, we do not consolidate the financial results of these two joint ventures into our financial results. We account for our 50% equity interests in these two joint ventures as equity method investments in our consolidated and combined carve-out financial statements. We derive cash flows from the operations of these two joint ventures from principal and interest payments on our shareholder loans to our joint ventures.

We have two segments, which are the “Majority held FSRUs” and the “Joint venture FSRUs.” As of December 31, 2016 and 2015, Majority held FSRUs included the *PGN FSRU Lampung* and the *Höegh Gallant*. As of December 31, 2014 and 2013, Majority held FSRUs included the *PGN FSRU Lampung* and construction contract revenue and expenses of the mooring related to *PGN FSRU Lampung* (“the Mooring”) under construction. The Mooring project was completed in the fourth quarter of 2014. As of December 31, 2016, 2015, 2014, 2013 and 2012, Joint venture FSRUs included two 50%-owned FSRUs, the *Neptune* and the *GDF Suez Cape Ann*. We measure our segment profit based on segment EBITDA. Segment EBITDA is reconciled to net income for each segment in the segment table below. The accounting policies applied to the segments are the same as those applied in the consolidated and combined carve-out financial statements, except that Joint venture FSRUs are presented under the proportional consolidation method for the segment reporting and under the equity method in our consolidated and combined carve-out financial statements. Under the proportional consolidation method, 50% of the Joint venture FSRUs’ revenues, expenses and assets are reflected in the segment reporting. Management monitors the results of operations of our joint ventures under the proportional consolidation method and not the equity method.

You should read the following selected financial and operating data in conjunction with “Item 5. Operating and Financial Review and Prospects” and our consolidated and combined carve-out financial statements and the combined financial statements of the two joint ventures that own the *Neptune* and the *GDF Suez Cape Ann* and the related notes thereto included elsewhere in this Annual Report.

Our financial position, results of operations and cash flows could differ from those that would have resulted if we operated autonomously or as an entity independent of Höegh LNG in the periods prior to our IPO for which historical financial and operating data are presented below, and such data may not be indicative of our future operating results or financial performance.

(in thousands of U.S. dollars, except per unit information and fleet data)	Year Ended December 31,				
	2016	2015	2014	2013	2012
<b>Statement of Income Data:</b>					
Time charter revenues	\$ 91,107	\$ 57,465	\$ 22,227	\$ —	\$ —
Construction contract revenues	—	—	51,868	51,062	5,512
Other revenue	—	—	474	511	—
Total revenues	91,107	57,465	74,569	51,573	5,512
Voyage expenses	—	—	(1,139)	—	—
Vessel operating expenses	(16,080)	(9,679)	(6,197)	—	—
Construction contract expenses	(315)	—	(38,570)	(43,958)	(5,512)
Administrative expenses	(9,718)	(8,733)	(12,566)	(8,043)	(3,185)
Depreciation and amortization	(10,552)	(2,653)	(1,317)	(8)	—
Total operating expenses	(36,665)	(21,065)	(59,789)	(52,009)	(8,697)
Equity in earnings of joint ventures	16,622	17,123	(5,330)	40,228	5,007
Operating income (loss)	71,064	53,523	9,450	39,792	1,822
Interest income	857	7,568	4,959	2,122	2,481
Interest expense	(25,178)	(17,770)	(9,665)	(352)	(114)
Gain (loss) on derivative instruments	1,839	949	(161)	—	—
Other items, net	(3,333)	(2,678)	(2,788)	(1,096)	(1)
Income (loss) before tax	45,249	41,592	1,795	40,466	4,188
Income tax expense	(3,872)	(313)	(481)	—	—
Net income (loss)	\$ 41,377	\$ 41,279	\$ 1,314	\$ 40,466	\$ 4,188
<b>Earnings per unit</b>					
Common unit public (Basic and diluted)	\$ 1.58	\$ 1.56	\$ 0.50	\$ —	\$ —
Common unit Höegh LNG (Basic and diluted)	\$ 1.52	\$ 1.57	\$ 0.50	\$ —	\$ —
Subordinated unit (Basic and diluted)	\$ 1.52	\$ 1.57	\$ 0.50	\$ —	\$ —
Cash distributions declared per unit	\$ 1.65	\$ 1.43	\$ 0.52	\$ —	\$ —
<b>Balance Sheet Data (at end of period):</b>					
<b>Assets:</b>					
Cash and cash equivalents	\$ 18,915	\$ 32,868	\$ 30,477	\$ 108	\$ 100
Restricted cash	22,209	25,828	37,119	10,700	10,700
Demand note due from owner	—	—	143,241	—	—
Current portion of advances to joint ventures	6,275	7,130	6,665	7,112	6,675
Long-term advances to joint ventures	943	6,861	12,287	17,398	21,996
Newbuilding	—	—	—	122,572	86,067
Net investment in direct financing lease	290,111	293,303	295,363	—	—
Total assets	810,467	763,743	549,418	217,767	133,640
<b>Liabilities and equity:</b>					
Accumulated losses of joint ventures	25,886	42,507	59,630	54,300	94,525
Amount, loans and promissory notes due to owners and affiliates	1,374	10,891	6,486	208,637	91,585
Long-term debt	300,440	330,635	179,141	(10,468)	(1,485)
Revolving credit and seller's credit due to owners and affiliates	43,005	47,000	—	—	—
Owner's equity	—	—	—	(48,096)	(53,229)
Total Partners' capital	370,526	257,039	244,553	—	—
Total liabilities and equity	\$ 810,467	\$ 763,743	\$ 549,418	\$ 217,767	\$ 133,640
<b>Cash Flow Data:</b>					
Net cash provided by (used in) operating activities	\$ 39,428	\$ 42,785	\$ 27,976	\$ (41,217)	\$ (7,635)
Net cash provided by (used in) investing activities	(83,084)	15,455	(292,199)	(30,781)	(61,709)
Net cash provided by (used in) financing activities	\$ 29,703	\$ (55,849)	\$ 294,592	\$ 72,006	\$ 69,444
<b>Fleet data</b>					
Number of vessels	4	4	3	2	2
Average age (in years)	4.8	3.8	3.5	3.9	2.9
Average charter length remaining excluding options (in years)	13.1	14.1	16.7	16.1	17.1
Average charter length remaining including options (in years)	19.4	20.4	24.9	26.1	27.1
<b>Other Financial Data:</b>					
Segment EBITDA(1)	\$ 99,159	\$ 72,258	\$ 48,931	\$ 31,919	\$ 29,239
<b>Capital expenditures</b>					
Expenditures for vessels and equipment	\$ 537	\$ 955	\$ 172,324	\$ 36,590	\$ 58,138
<b>Selected Segment Data:</b>					
Joint venture FSRUs (proportionate consolidation)(2)					
<b>Segment Statement of Income Data:</b>					
Time charter revenues	\$ 43,272	\$ 42,698	\$ 41,319	\$ 41,110	\$ 41,076
Segment EBITDA(1)	34,165	33,205	32,834	32,347	32,424
Operating income	\$ 24,640	\$ 23,978	\$ 23,686	\$ 23,294	\$ 23,364
<b>Segment Balance Sheet Data (at end of year)</b>					
Vessels, net of accumulated depreciation	\$ 274,932	\$ 283,539	\$ 279,670	\$ 286,460	\$ 294,993
Total assets	298,712	303,390	300,327	307,335	315,566
Long-term debt	\$ 479,276	\$ 501,369	\$ 522,136	\$ 541,658	\$ 560,008
<b>Segment Capital expenditures:</b>					
Expenditures for vessels and equipment	\$ 783	\$ 13,095	\$ 2,358	\$ 522	\$ 1,435

(1) Please read “—Non-GAAP Financial Measures” below.

(2) Please read “Item 5. Operating and Financial Review and Prospects” below and note 5 of our consolidated and combined carve-out financial statements for information on the basis of presentation for the Joint venture FSRUs segment

## Non-GAAP Financial Measures

*Segment EBITDA.* EBITDA is defined as earnings before interest, depreciation and amortization and taxes. Segment EBITDA is defined as earnings before interest, depreciation and amortization, taxes and other financial items. Other financial items consist of gains and losses on derivative instruments and other items, net (including foreign exchange gains and losses and withholding tax on interest expenses). Segment EBITDA is used as a supplemental financial measure by management and external users of financial statements, such as the Partnership's lenders, to assess its financial and operating performance. The Partnership believes that Segment EBITDA assists its management and investors by increasing the comparability of its performance from period to period and against the performance of other companies in the industry that provide Segment EBITDA information. This increased comparability is achieved by excluding the potentially disparate effects between periods or companies of interest, other financial items, depreciation and amortization and taxes, which items are affected by various and possibly changing financing methods, capital structure and historical cost basis and which items may significantly affect net income between periods. The Partnership believes that including Segment EBITDA as a financial and operating measure benefits investors in (a) selecting between investing in it and other investment alternatives and (b) monitoring its ongoing financial and operational strength in assessing whether to continue to hold common units. Segment EBITDA is a non-GAAP financial measure and should not be considered an alternative to net income, operating income or any other measure of financial performance presented in accordance with US GAAP. Segment EBITDA excludes some, but not all, items that affect net income, and these measures may vary among other companies. Therefore, Segment EBITDA as presented below may not be comparable to similarly titled measures of other companies. The following tables reconcile Segment EBITDA for each of the segments and the Partnership as a whole to net income (loss), the comparable US GAAP financial measure, for the periods presented:

Year ended December 31, 2016

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations(1)	Consolidated and combined reporting
<i>Reconciliation to net income (loss)</i>						
Net income (loss)	\$ 35,803	16,622	(11,048)	41,377		\$ 41,377 (3)
Interest income	—	(2)	(857)	(859)	2 (4)	(857)
Interest expense	20,107	15,094	5,071	40,272	(15,094)(4)	25,178
Depreciation and amortization	10,552	9,525	—	20,077	(9,525)(5)	10,552
Other financial items(2)	1,435	(7,074)	59	(5,580)	7,074 (6)	1,494
Income tax (benefit) expense	3,872	—	20	3,872		3,872
<i>Equity in earnings of JVs:</i>						
Interest (income) expense, net	—	—	—	—	15,092 (4)	15,092
<i>Equity in earnings of JVs:</i>						
Depreciation and amortization	—	—	—	—	9,525 (5)	9,525
<i>Equity in earnings of JVs:</i>						
Other financial items(2)	—	—	—	—	(7,074)(6)	(7,074)
<b>Segment EBITDA</b>	<b>\$ 71,749</b>	<b>34,165</b>	<b>(6,755)</b>	<b>99,159</b>		<b>\$ 99,159</b>

Year ended December 31, 2015

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations(1)	Consolidated and combined reporting
<i>Reconciliation to net income (loss)</i>						
Net income (loss)	\$ 24,807	17,123	(651)	41,279		\$ 41,279 (3)
Interest income	—	—	(7,568)	(7,568)	— (4)	(7,568)
Interest expense	15,617	16,113	2,153	33,883	(16,113)(4)	17,770
Depreciation and amortization	2,653	9,227	—	11,880	(9,227)(5)	2,653
Other financial items(2)	1,709	(9,257)	20	(7,528)	9,257 (6)	1,729
Income tax (benefit) expense	333	—	(20)	313		313
<i>Equity in earnings of JVs:</i>						
Interest (income) expense, net	—	—	—	—	16,113 (4)	16,113
<i>Equity in earnings of JVs:</i>						
Depreciation and amortization	—	—	—	—	9,227 (5)	9,227
<i>Equity in earnings of JVs:</i>						
Other financial items(2)	—	—	—	—	(9,257)(6)	(9,257)
<b>Segment EBITDA</b>	<b>\$ 45,119</b>	<b>33,205</b>	<b>(6,066)</b>	<b>72,258</b>		<b>\$ 72,258</b>

Year ended December 31, 2014

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations(1)	Consolidated and combined reporting
<i>Reconciliation to net income (loss)</i>						
Net income (loss)	\$ 8,375	(5,330)	(1,731)	1,314		\$ 1,314 (3)
Interest income	—	—	(4,959)	(4,959)	— (4)	(4,959)
Interest expense	9,198	17,121	467	26,786	(17,121)(4)	9,665
Depreciation and amortization	1,317	9,148	—	10,465	(9,148)(5)	1,317
Other financial items(2)	2,915	11,895	34	14,844	(11,895)(6)	2,949
Income tax (benefit) expense	505	—	(24)	481		481
<i>Equity in earnings of JVs:</i>						
Interest (income) expense, net	—	—	—	—	17,121 (4)	17,121
<i>Equity in earnings of JVs:</i>						
Depreciation and amortization	—	—	—	—	9,148 (5)	9,148
<i>Equity in earnings of JVs:</i>						
Other financial items(2)	—	—	—	—	11,895 (6)	11,895
<b>Segment EBITDA</b>	<b>\$ 22,310</b>	<b>32,834</b>	<b>(6,213)</b>	<b>48,931</b>		<b>\$ 48,931</b>

Year ended December 31, 2013

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations(1)	Consolidated and combined reporting
<i>Reconciliation to net income (loss)</i>						
Net income (loss)	\$ 1,669	40,228	(1,431)	40,466		\$ 40,466 (3)
Interest income	—	—	(2,122)	(2,122)	— (4)	(2,122)
Interest expense	352	18,085	—	18,437	(18,085)(4)	352
Depreciation and amortization	8	9,053	—	9,061	(9,053)(5)	8
Other financial items(2)	1,096	(35,019)	—	(33,923)	35,019 (6)	1,096
Income tax (benefit) expense	—	—	—	—		—
<i>Equity in earnings of JVs:</i>						
Interest (income) expense, net	—	—	—	—	18,085 (4)	18,085
<i>Equity in earnings of JVs:</i>						
Depreciation and amortization	—	—	—	—	9,053 (5)	9,053
<i>Equity in earnings of JVs:</i>						
Other financial items(2)	—	—	—	—	(35,019)(6)	(35,019)
<b>Segment EBITDA</b>	<b>\$ 3,125</b>	<b>32,347</b>	<b>(3,553)</b>	<b>31,919</b>		<b>\$ 31,919</b>

Year ended December 31, 2012

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations(1)	Consolidated and combined reporting
<i>Reconciliation to net income (loss)</i>						
Net income (loss)	\$ (2,487)	5,007	1,668	4,188		\$ 4,188 (3)
Interest income	—	(1)	(2,481)	(2,482)	1 (4)	(2,481)
Interest expense	114	19,033	—	19,147	(19,033)(4)	114
Depreciation and amortization	—	9,060	—	9,060	(9,060)(5)	—
Other financial items(2)	1	(675)	—	(674)	675 (6)	1
Income tax (benefit) expense	—	—	—	—		—
<i>Equity in earnings of JVs:</i>						
Interest (income) expense, net	—	—	—	—	19,032 (4)	19,032
<i>Equity in earnings of JVs:</i>						
Depreciation and amortization	—	—	—	—	9,060 (5)	9,060
<i>Equity in earnings of JVs:</i>						
Other financial items(2)	—	—	—	—	(675)(6)	(675)
<b>Segment EBITDA</b>	<b>\$ (2,372)</b>	<b>32,424</b>	<b>(813)</b>	<b>29,239</b>		<b>\$ 29,239</b>

- (1) Eliminations reverse each of the income statement line items of the proportional amounts for Joint venture FSRUs and record the Partnership's share of the Joint venture FSRUs net income (loss) to Equity in earnings (loss) of joint ventures.
- (2) Other financial items consist of gains and losses on derivative instruments and other items, net including foreign exchange gains or losses and withholding tax on interest expense.
- (3) There is no adjustment between net income for Total Segment reporting and the Consolidated and combined carve-out reporting because the net income under the proportional consolidation and equity method of accounting is the same.
- (4) Interest income and interest expense for the Joint venture FSRUs is eliminated from the Total Segment reporting to agree to the interest income and interest expense in the Consolidated and combined carve-out reporting and reflected as a separate adjustment to the equity accounting on the line *Equity in earnings of JVs: Interest (income) expense* for the Consolidated and combined carve-out reporting.
- (5) Depreciation and amortization for the Joint venture FSRUs is eliminated from the Total Segment reporting to agree to the depreciation and amortization in the Consolidated and combined carve-out reporting and reflected as a separate adjustment to the equity accounting on the line *Equity in earnings of JVs: Depreciation and amortization* for the Consolidated and combined carve-out reporting.
- (6) Other financial items for the Joint venture FSRUs is eliminated from the Segment reporting to agree to the Other financial items in the Consolidated and combined carve-out reporting and reflected as a separate adjustment to the equity accounting on the line *Equity in earnings of JVs: Other financial items* for the Consolidated and combined carve-out reporting.

## **B. Capitalization and Indebtedness**

Not applicable.

## **C. Reasons for the Offer and Use of Proceeds**

Not applicable.

## **D. Risk Factors**

Some of the following risks relate principally to the industry in which we operate and to our business in general. Other risks relate principally to the securities market and to ownership of our common units. The occurrence of any of the events described in this section could significantly and negatively affect our business, financial condition, operating results or cash available for distribution or the trading price of our common units.

### **Risks Inherent in Our Business**

*Our fleet consists of only five vessels as of March 31, 2017. Any limitation on the availability or operation of those vessels could have a material adverse effect on our business, financial condition and results of operations and could significantly reduce our ability to make distributions to our unitholders.*

Our fleet consists of five vessels. If any of these vessels is unable to generate revenues as a result of off-hire time, early termination of the applicable time charter, purchase of the vessel by the charterer or otherwise, our financial condition and ability to make distributions to unitholders could be materially and adversely affected.

The charters relating to our vessels permit the charterer to terminate the charter in the event that the vessel is off-hire for any extended period. The charters also allow the charterer to terminate the charter upon the occurrence of specified defaults by us or in certain other cases, including termination without cause, due to force majeure or disruptions caused by war. The termination of any of our charters could have a material adverse effect on our business, financial condition and results of operations and could significantly reduce our ability to make cash distributions to our unitholders. For further details regarding termination of our charters, please read “Item 4.B. Business Overview—Vessel Time Charters—*Neptune* Time Charter—Termination,” “Item 4.B. Business Overview—Vessel Time Charters—*PGN FSRU Lampung* Time Charter—Termination”, “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Gallant* Time Charter—Termination”, and “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Grace* Charter—Term and Termination”. We may be unable to charter the applicable vessel on terms as favorable to us as those of the terminated charter.

*We are dependent on GDF Suez, PGN LNG, EgyptCo and SPEC as the sole customers for our vessels. A deterioration of the financial viability of GDF Suez, PGN LNG, EgyptCo or SPEC or our relationship with GDF Suez, PGN LNG, EgyptCo or SPEC or the loss of GDF Suez, PGN LNG, EgyptCo or SPEC as a customer, would have a material adverse effect on our business, financial condition, results of operations and ability to make cash distributions to our unitholders.*

For the years ended December 31, 2016 and 2015, PGN LNG and EgyptCo accounted for all of the revenues in our consolidated and combined carve-out income statements and for the year ended December 31, 2014, PGN LNG accounted for all of such revenues. For each of the years ended December 31, 2016, 2015 and 2014, GDF Suez accounted for all of the revenues of our joint ventures from which we derived all of our equity in earnings of joint ventures. Starting in January 2017, SPEC became a customer. A deterioration in the financial viability of GDF Suez, PGN LNG, EgyptCo or SPEC or the loss of GDF Suez, PGN LNG, EgyptCo or SPEC as a customer, or a decline in payments under any of the related charters, would have a greater adverse effect on us than for a company with a more diverse customer base, and could have a material adverse effect on our business, financial condition, results of operations and ability to make cash distributions to our unitholders.

We or our joint ventures could lose a customer or the benefits of a charter as a result of a breach by the customer of a charter or other unanticipated developments, such as:

- the customer failing to make charter payments or reducing charter payments because of its financial inability, disagreements with us or our joint venture partners or otherwise;

- the customer exercising its right to terminate the charter in certain circumstances, such as: (i) defaults of our or our joint ventures' obligations under the applicable charter, including breaches of performance standards or prolonged periods of off-hire; (ii) with respect to the *Neptune*, the *GDF Suez Cape Ann* and the *Höegh Gallant*, in the event of war that would materially interrupt the performance of the time charter; or (iii) with respect to the *PGN FSRU Lampung*, in the event of specified types of force majeure;
- the charter terminating automatically if the vessel is lost or deemed a constructive loss;
- with respect to the *PGN FSRU Lampung* or the *Höegh Grace*, the charterer exercising its option to purchase the vessel; or
- a prolonged force majeure event that materially interrupts the performance of the time charter.

For further details regarding termination of our charters, please read “Item 4.B. Business Overview—Vessel Time Charters—*Neptune* Time Charter—Termination,” “Item 4.B. Business Overview—Vessel Time Charters—*PGN FSRU Lampung* Time Charter—Termination,” “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Gallant* Time Charter—Termination” and “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Grace* Charter—Term and Termination”. If any charter is terminated, we or our joint ventures, as applicable, may be unable to re-deploy the related vessel on terms as favorable as the current charters or at all. In addition, any termination fee payable to us may not adequately compensate us for the loss of the charter.

Any event, whether in our industry or otherwise, that adversely affects a customer's financial condition, leverage, results of operations, cash flows or demand for our services may adversely affect our ability to sustain or increase cash distributions to our unitholders. Accordingly, we are indirectly subject to the business risks of our customers, including their level of indebtedness and the economic conditions and government policies in their areas of operation.

The ability of each of our customers to perform its obligations under its applicable charter depends on its future financial condition and economic performance, which, in turn, will depend on prevailing economic conditions and financial, business and other factors, many of which are beyond its control.

***Due to our lack of diversification, adverse developments in our LNG transportation, storage and regasification businesses could reduce our ability to make cash distributions to our unitholders.***

We rely exclusively on the cash flows generated from our FSRUs. Due to our lack of diversification, an adverse development in the LNG transportation, storage and regasification industry could have a significantly greater impact on our financial condition and results of operations than if we maintained more diverse assets or lines of business.

***We may not have sufficient cash from operations following the establishment of cash reserves and payment of fees and expenses to enable us to pay the minimum quarterly distribution on our common units.***

We may not have sufficient cash from operations to pay the minimum quarterly distribution of \$0.3375 per unit on our common units. The amount of cash we can distribute on our units principally depends upon the amount of cash we generate from our operations. We generate cash from our operations and through distributions from our joint ventures, and as such our cash from operations are dependent on our operations and the cash distributions and operations of our joint ventures, each of which may fluctuate based on the risks described in this section, including, among other things:

- the hire rates we and our joint ventures obtain from charters;
- the level of operating costs and other expenses, such as the cost of crews, insurance and liquidated damages;
- demand for LNG;
- supply and capacities of FSRUs and LNG carriers;
- prevailing global and regional economic and political conditions;
- currency exchange rate fluctuations;
- interest rate fluctuations; and
- the effect of governmental regulations and maritime self-regulatory organization standards on the conduct of our business.

In addition, the actual amount of cash we will have available for distribution will depend on other factors, including:

- the level of capital expenditures we and our joint ventures make, including for maintaining or replacing vessels, building new vessels, acquiring existing vessels and complying with regulations;
- the number of unscheduled off-hire days for our fleet and the timing of, and number of days required for, scheduled drydocking of our vessels;
- our and our joint ventures' debt service requirements, minimum free liquid asset requirements under debt covenants, and restrictions on distributions contained in our and our joint ventures' current and future debt instruments;
- fluctuations in interest rates;
- fluctuations in working capital needs;
- variable tax rates;
- our ability to make, and the level of, working capital borrowings; and
- the amount of any cash reserves established by our board of directors.

In addition, each quarter we are required by our partnership agreement to deduct estimated maintenance and replacement capital expenditures from operating surplus, which may result in less cash available to unitholders than if actual maintenance and replacement capital expenditures were deducted. Our ability to pay distributions will also be limited to the extent that we have sufficient cash after establishment of cash reserves and payments to our general partner.

The amount of cash we generate from our operations and the cash distributions received from our joint ventures may differ materially from our or their profit or loss for the period, which will be affected by non-cash items. As a result of this and the other factors mentioned above, we may make cash distributions during periods when we record losses and may not make cash distributions during periods when we record net income.

***Our ability to grow and to meet our financial needs may be adversely affected by our cash distribution policy.***

Our cash distribution policy, which is consistent with our partnership agreement, requires us to distribute all of our available cash (as defined in our partnership agreement) each quarter. Accordingly, our growth may not be as fast as businesses that reinvest their available cash to expand ongoing operations.

In determining the amount of cash available for distribution, our board of directors approves the amount of cash reserves to set aside, including reserves for future maintenance and replacement capital expenditures, working capital and other matters. We may also rely upon external financing sources, including commercial borrowings, to fund our capital expenditures. Accordingly, to the extent we do not have sufficient cash reserves or are unable to obtain financing, our cash distribution policy may significantly impair our ability to meet our financial needs or to grow.

***We are a holding entity that has historically derived a significant amount of our income from equity interests in our joint ventures. Neither we nor our joint venture partners exercise affirmative control over our joint ventures. Accordingly, we cannot require our joint ventures to act in our best interests. Furthermore, our joint venture partners may prevent our joint ventures from taking action that may otherwise be beneficial to us, including making cash distributions to us. A deadlock between us and our joint venture partners could result in our exchanging equity interests in one of our joint ventures for the equity interests in our other joint venture held by our joint venture counterparties or in us or our joint venture partner selling shares in a joint venture to a third party.***

We are a holding entity and conduct our operations and businesses through subsidiaries. We have historically derived a significant amount of our income from our 50% equity interests in our joint ventures that own the *Neptune* and the *GDF Suez Cape Ann*. Please read “Item 4.B. Business Overview—Shareholder Agreements” for a description of the shareholders’ agreement governing our joint ventures. Our ability to make cash distributions to our unitholders will depend on the performance of our joint ventures, subsidiaries and other investments. If our joint venture partners do not approve cash distributions or if they are not sufficient, we will not be able to make cash distributions unless we obtain funds from other sources. We may not be able to obtain the necessary funds from other sources on terms acceptable to us. The approval of a majority of the members of the board of directors is required to consent to any proposed action by such joint ventures and, as a result, we will be unable to cause our joint venture to act in our best interests over the objection of our joint venture partners or make cash distributions to us. Our inability to require our joint ventures to act in our best interests may cause us to fail to realize expected benefits from our equity interests and could adversely affect our business, financial condition, results of operations and ability to make cash distributions to our unitholders.

Our joint venture partners for our joint ventures that own the *Neptune* and the *GDF Suez Cape Ann* are Mitsui O.S.K. Lines, Ltd (“MOL”) and Tokyo LNG Tanker Co., Ltd (“TLT”), whom we refer to in this Annual Report as our joint venture partners. These entities together exercise one half of the voting power on the board of directors of each joint venture. As such, our joint venture partners may prevent our joint ventures from making cash distributions to us or may act in a manner that would otherwise not be in our best interests.

If the directors nominated by us and our joint venture partner are unable to reach agreement on any decision or action, then the issue will be resolved in accordance with the procedures set forth in the shareholders’ agreement. After the board of directors has met a second time to consider the decision or action, if the deadlock persists, one or more of our senior executives will meet with their counterpart(s) from our joint venture partners. Should, after no more than 60 days, these efforts be unsuccessful and we and our joint venture partners, on a combined basis, each own 50% of the shares in each joint venture or, when the shareholdings in each joint venture are aggregated by party, we and our joint venture partners, on a combined basis, each own 50% of the aggregate shares, we and our joint venture partners will attempt to agree within 30 days that our shareholdings be exchanged so that we own 100% of one joint venture and our joint venture partners own 100% of the other joint venture. If, however, the shareholdings are not as described in the previous sentence or we and our joint venture partners cannot agree within the specified time, we or our joint venture partners may sell our shares, including to a third party, in accordance with the procedures set forth in the shareholders’ agreement. If any of these forms of resolution were to occur, the diversity of our fleet would be reduced, and our business, financial condition, results of operations and ability to make cash distributions to our unitholders may be adversely affected.

Additionally, in connection with our acquisition of a 51% ownership interest in the *Höegh Grace* entities, we and Höegh LNG filed an amended and restated memorandum and articles of association for Höegh Colombia Holding (the “memorandum and articles”), which prohibit Höegh Colombia Holding from taking certain actions without the consent of Höegh LNG. Please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Grace*.”

***We must make substantial capital expenditures to maintain and replace the operating capacity of our fleet, which will reduce our cash available for distribution. In addition, each quarter we will be required, pursuant to our partnership agreement, to deduct estimated maintenance and replacement capital expenditures from operating surplus, which may result in less cash available to unitholders than if actual maintenance and replacement capital expenditures were deducted.***

We must make substantial capital expenditures to maintain and replace, over the long-term, the operating capacity of our fleet. Maintenance and replacement capital expenditures include capital expenditures associated with drydocking a vessel, including costs for inspection, maintenance and repair, modifying an existing vessel, acquiring a new vessel or otherwise replacing current vessels at the end of their useful lives to the extent these expenditures are incurred to maintain or replace the operating capacity of our fleet. These expenditures could vary significantly from quarter to quarter and could increase as a result of changes in:

- the cost of labor and materials;
- customer requirements;
- fleet size;
- length of charters;

- vessel useful life;
- the cost of replacement vessels;
- re-investment rate of return;
- resale or scrap value of existing vessels;
- governmental regulations and maritime self-regulatory organization standards relating to safety, security or the environment; and
- competitive standards.

Our partnership agreement requires our board of directors to deduct estimated maintenance and replacement capital expenditures, instead of actual maintenance and replacement capital expenditures, from operating surplus each quarter in an effort to reduce fluctuations in operating surplus as a result of significant variations in actual maintenance and replacement capital expenditures each quarter. The amount of estimated maintenance and replacement capital expenditures deducted from operating surplus is subject to review and change by our board of directors at least once a year (with the approval of the conflicts committee of our board of directors). In years when estimated maintenance and replacement capital expenditures are higher than actual maintenance and replacement capital expenditures, the amount of cash available for distribution to unitholders will be lower than if actual maintenance and replacement capital expenditures were deducted from operating surplus. If our board of directors underestimates the appropriate level of estimated maintenance and replacement capital expenditures, we may have less cash available for distribution in periods when actual capital expenditures exceed our previous estimates. Refer to “Item 8.A. Consolidated Statements and Other Financial Information—The Partnership’s Cash Distribution Policy—Estimated Maintenance and Replacement Capital Expenditures” for a description of our estimated annual maintenance and replacement capital expenditures.

***The required drydocking of our vessels could be more expensive and time consuming than we anticipate, which could adversely affect our cash available for distribution.***

The drydocking of our vessels could require us to expend capital if the vessels are drydocked for longer than the allowable period under the time charters. Although each of our time charters, except for the *Höegh Gallant* and *Höegh Grace* time charter, requires the charterer to pay the hire rate for up to a specified number of days of scheduled drydocking and reimburse us for anticipated drydocking costs, any significant increase in the number of days of drydocking beyond the specified number of days during which the hire rate remains payable could have a material adverse effect on our ability to make cash distributions to our unitholders. A significant increase in the cost of repairs during drydocking could also adversely affect our cash available for distribution. We may underestimate the time required to drydock any of our vessels or unanticipated problems may arise. If more than one of our vessels is required to be out of service at the same time, if a vessel is drydocked longer than the permitted duration or if the cost of repairs during drydocking is greater than budgeted, our cash available for distribution could be adversely affected.

***We may experience operational problems with vessels that could reduce revenue, increase costs or lead to termination of our time charters.***

FSRUs are complex and their operations are technically challenging. The operations of our vessels may be subject to mechanical risks. Operational problems may lead to loss of revenue or higher than anticipated operating expenses or require additional capital expenditures. Moreover, pursuant to each time charter, the vessels in our fleet must maintain certain specified performance standards. Please read “Item 4.B. Business Overview—Vessel Time Charters”. If we fail to maintain these standards, we may be liable to our customers for damages and, in certain circumstances, our customers may terminate their respective time charters. Any of these results could harm our business, financial condition, results of operations and ability to make cash distributions to our unitholders.

***If capital expenditures are financed through cash from operations or by issuing debt or equity securities, our ability to make cash distributions may be diminished, our financial leverage could increase or our unitholders may be diluted.***

Use of cash from operations to expand our fleet will reduce cash available for distribution to unitholders. Our ability to obtain bank financing or to access the capital markets may be limited by our financial condition at the time of any such financing or offering as well as by adverse market conditions resulting from, among other things, general economic conditions, changes in the LNG industry and contingencies and uncertainties that are beyond our control. Our failure to obtain the funds for future capital expenditures could have a material adverse effect on our business, financial condition, results of operations and ability to make cash distributions to our unitholders. Even if we are successful in obtaining necessary funds, the terms of any debt financings could limit our ability to pay cash distributions to unitholders. In addition, incurring additional debt may significantly increase our interest expense and financial leverage, and issuing additional equity securities may result in significant unitholder dilution and would increase the aggregate amount of cash required to pay the minimum quarterly distribution to unitholders, which could have a material adverse effect on our ability to make cash distributions to our unitholders.

***We may be unable to make or realize expected benefits from acquisitions, which could have an adverse effect on our expected plans for growth.***

Our growth strategy includes selectively acquiring FSRUs, LNG carriers and other LNG infrastructure assets that are operating under long-term charters with stable cash flows. Any acquisition of a vessel or business may not be profitable to us at or after the time we acquire such vessel or business and may not generate cash flows sufficient to justify our investment. In addition, our acquisition growth strategy exposes us to risks that may harm our business, financial condition and results of operations, including risks that we may:

- fail to realize anticipated benefits, such as new customer relationships, or cash flows enhancements;
- be unable to hire, train or retain qualified onshore and seafaring personnel to manage and operate our growing business and fleet;
- decrease our liquidity by using a significant portion of our available cash or borrowing capacity to finance acquisitions;
- significantly increase our interest expense or financial leverage if we incur additional debt to finance acquisitions;
- incur or assume unanticipated liabilities, losses or costs associated with the business or vessels acquired; or
- incur other significant charges, such as impairment of goodwill or other intangible assets, asset devaluation or restructuring charges.

***Fluctuations in overall LNG supply and demand growth could adversely affect our ability to secure future long-term charters.***

Demand for LNG depends on a number of factors, including economic growth, the cost effectiveness of LNG compared to alternative fuels, environmental policy and the perceived need to diversify fuel mix for energy security reasons. The cost effectiveness of LNG compared to alternative fuels is also dependent on supply. A change in any of the factors influencing LNG demand, or an imbalance between supply and demand, could adversely affect the need for LNG infrastructure and our ability to secure additional long-term charters.

***Our future performance and growth depend on continued growth in demand for the services we provide.***

Our growth strategy focuses on expansion in the floating storage and regasification sector and the maritime transportation sector, each within the LNG transportation, storage and regasification industry. The rate of LNG growth has fluctuated due to several reasons, including the global economic crisis and the continued increase in natural gas production from unconventional sources, including hydraulic fracturing, in regions such as North America and the highly complex and capital intensive nature of new or expanded LNG projects. Accordingly, our growth depends on continued growth in world and regional demand for LNG, FSRUs, LNG carriers and other LNG infrastructure assets, which could be negatively affected by a number of factors, including:

- increases in the cost of LNG;
- increases in interest rates or other events that may affect the availability of sufficient financing for LNG projects on commercially reasonable terms;
- increases in the production levels of low-cost natural gas in domestic, natural gas-consuming markets, which could further depress prices for natural gas in those markets and make LNG uneconomical;
- decreases in the cost, or increases in the demand for, conventional land-based regasification systems, which could occur if providers or users of regasification services seek greater economies of scale than FSRUs can provide or if the economic, regulatory or political challenges associated with land-based activities improve;
- decreases in the cost of alternative technologies or development of alternative technologies for vessel-based LNG regasification;
- increases in the production of natural gas in areas linked by pipelines to consuming areas, the extension of existing, or the development of new, pipeline systems in markets we may serve, or the conversion of existing non-natural gas pipelines to natural gas pipelines in those markets;
- decreases in the consumption of natural gas due to increases in its price relative to other energy sources, regulation or other factors making consumption of natural gas less attractive;
- availability of new, alternative energy sources, including compressed natural gas; and

- negative global or regional economic or political conditions, particularly in LNG consuming regions, which could reduce energy consumption or its growth.

Reduced demand for LNG, FSRUs or LNG carriers would have a material adverse effect on our future growth and could harm our business, financial condition and results of operations.

***Growth of the LNG market may be limited by many factors, including infrastructure constraints and community and political group resistance to new LNG infrastructure over concerns about environmental, safety and terrorism.***

A complete LNG project includes production, liquefaction, regasification, storage and distribution facilities and FSRUs or LNG carriers. Existing LNG projects and infrastructure are limited, and new or expanded LNG projects are highly complex and capital intensive, with new projects often costing several billion dollars. Many factors could negatively affect continued development of LNG infrastructure and related alternatives, including floating storage and regasification, or disrupt the supply of LNG, including:

- the availability of sufficient financing for LNG projects on commercially reasonable terms;
- decreases in the price of LNG, which might decrease the expected returns relating to investments in LNG projects;
- the inability of project owners or operators to obtain governmental approvals to construct or operate LNG facilities;
- local community resistance to proposed or existing LNG facilities based on safety, environmental or security concerns;
- any significant explosion, spill or similar incident involving an LNG facility or vessel involved in the LNG transportation, storage and regasification industry, including an FSRU or LNG carrier; and
- labor or political unrest affecting existing or proposed areas of LNG production and regasification.

We expect that, in the event any of the factors discussed above negatively affect us, some of the proposals to expand existing or develop new LNG liquefaction and regasification facilities may be abandoned or significantly delayed. If the LNG supply chain is disrupted or does not continue to grow, or if a significant explosion, spill or similar incident occurs within the LNG transportation, storage and regasification industry, it could have a material adverse effect on our business, financial condition, results of operations and ability to make cash distributions to our unitholders.

***Demand for FSRUs or LNG shipping could be significantly affected by volatile natural gas prices and the overall demand for natural gas.***

LNG prices are volatile and affected by numerous factors beyond our control, including, but not limited to, the following:

- worldwide demand for natural gas and LNG;
- the cost of exploration, development, production, transportation and distribution of natural gas;
- expectations regarding future energy prices for both natural gas and other sources of energy;
- the level of worldwide LNG production and exports;
- government laws and regulations, including but not limited to environmental protection laws and regulations;
- local and international political, economic and weather conditions;
- political and military conflicts; and
- the availability and cost of alternative energy sources, including alternate sources of natural gas.

While global crude oil prices partially recovered from multi-year lows in 2016, spot LNG prices remained relatively flat because of the increasing availability of such cargos. Furthermore, changes in demand for natural gas and the competitiveness of LNG between geographic regions impacted demand. Although utilization of FSRUs generally increased because of the availability of LNG at attractive prices, the utilization of LNG carriers remained low after the arrival of new capacity coincided with delays to LNG projects and the decline of arbitrage opportunities between geographic regions. The weak LNG shipping market could impact FSRUs given that FSRUs not operating in regasification mode are typically deployed as LNG carriers.

Weakness in the LNG market may adversely affect our future business, results of operations and financial condition and our ability to make cash distributions, as a result of, among other things:

- lower demand for LNG carriers, reducing available charter rates and revenue to us from short term redeployment of our vessels between FSRU projects or following expiration or termination of existing contracts;
- customers potentially seeking to renegotiate or terminate existing vessel contracts, or failing to extend or renew contracts upon expiration; or
- the inability or refusal of customers to make charter payments to us due to financial constraints or otherwise.

In general, reduced demand for LNG, FSRUs or LNG carriers would have a material adverse effect on our future growth and could harm our business, results of operations and financial condition.

***PGN LNG and SPEC have options to purchase the PGN FSRU Lampung and Höegh Grace, respectively. If either charterer exercises its option, it could have a material adverse effect on our operating cash flows and our ability to make cash distributions to our unitholders.***

PGN LNG has the option to purchase the *PGN FSRU Lampung* beginning in June 2018, at a price specified in the time charter. SPEC also has the option to purchase the *Höegh Grace* at a price specified in the *Höegh Grace* charter in year 10, year 15 and year 20 of such charter. Any compensation we receive for the purchase of the *PGN FSRU Lampung* or the *Höegh Grace* may not adequately compensate us for the loss of the applicable vessel and related time charter. If either charterer exercises its option, it would significantly reduce the size of our fleet, and we may be unable to identify or acquire suitable replacement vessel(s) with the proceeds of the option exercise because, among other things that are beyond our control, there may be no replacement vessel(s) that are readily available for purchase at a price that is equal to or less than the proceeds from the option exercise and on terms acceptable to us. Even if we find suitable replacement vessel(s), the hire rate(s) of such vessel(s) may be significantly lower than the hire rate under the current time charters. Our inability to find suitable replacement vessel(s) or the chartering of replacement vessel(s) at lower hire rate(s) would have a material adverse effect on our results of operations, cash flows and ability to make cash distributions to our unitholders. Please read “Item 4.B. Business Overview—Vessel Time Charters—*PGN FSRU Lampung* Time Charter—Purchase Option” and “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Grace* Charter—Purchase Option”

***The debt levels of us and our joint ventures may limit our and their flexibility in obtaining additional financing, refinancing credit facilities upon maturity or pursuing other business opportunities or our paying distributions to you.***

As of December 31, 2016 we had outstanding principal on long-term bank debt of \$341.1 million, revolving credit and seller’s credit due to owners and affiliates of \$43.0 million and our joint ventures’ outstanding principal on long-term debt was \$479.3 million, of which 50% is our share. As of March 31, 2017, we had outstanding principal on long-term bank debt of \$519.3 million and revolving credit and seller’s credit due to owners and affiliates of \$44.6 million and our joint ventures’ outstanding principal on long-term debt was \$473.5 million. In addition, we have the ability to incur additional debt, and as of March 31, 2017 we had the ability to borrow an additional \$74.8 million under our revolving credit facility, subject to certain limitations. If we acquire additional vessels or businesses, our consolidated debt may significantly increase. We may incur additional debt under this or future credit facilities. Our joint ventures’ credit facilities will mature in 2022 and require an aggregate principal repayment of approximately \$330 million, of which 50% is our share. A portion of the credit facility secured by the *PGN FSRU Lampung* will mature in 2021 and require that an aggregate principal amount of \$16.5 million be refinanced. If such principal repayment is not refinanced, the export credit tranche of the *PGN FSRU Lampung* financing that will have an outstanding balance of \$68.2 million at this time may be accelerated together with the attendant hedges. A portion of the credit facility secured by the *Höegh Gallant* and the *Höegh Grace* will mature in 2019 and 2020, respectively, and requires that an aggregate principal amount of \$106.5 million and \$123.0 million be refinanced. If such principal repayments are not refinanced, the export credit tranches of the *Höegh Gallant* and the *Höegh Grace* financing, that will have outstanding balances of \$26.6 million and \$24.0 million at the respective maturity dates, may be accelerated. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Lampung Facility” and “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Gallant/Grace Facility.”

Our level of debt could have important consequences to us, including the following:

- our ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes may be limited or such financing may not be available on favorable terms;
- we will need a substantial portion of our cash flows to make principal and interest payments on our debt, reducing the funds that would otherwise be available for operations, future business opportunities and distributions to unitholders;
- our debt level will make us more vulnerable than our competitors with less debt to competitive pressures or a downturn in our business or the economy generally;
- our debt level may limit our flexibility in responding to changing business and economic conditions; and
- if we are unable to satisfy the restrictions included in any of our financing arrangements or are otherwise in default under any of those arrangements, as a result of our debt levels or otherwise, we will not be able to make cash distributions to you, notwithstanding our stated cash distribution policy.

Our ability to service or refinance our debt will depend on, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond our control. If our operating results are not sufficient to service or refinance our current or future indebtedness, we will be forced to take actions such as reducing distributions, reducing or delaying our business activities, acquisitions, investments or capital expenditures, selling assets, restructuring our debt, or seeking additional equity capital or bankruptcy protection. We may not be able to effect any of these remedies on satisfactory terms, or at all.

***We have a revolving credit facility with Höegh LNG to provide us with liquidity, and as a result we will be exposed to the credit risk of Höegh LNG.***

Upon consummation of the IPO, we entered into a \$85 million revolving credit facility with Höegh LNG as our lender to be used to fund our general partnership purposes, including working capital and distributions. The credit facility is unsecured and any outstanding balance is due January 1, 2020. This revolving credit facility provides our primary source of liquidity other than our cash from operations distributed to us by our subsidiaries and joint ventures and payments made to us under our shareholder loans. Höegh LNG's ability to make loans under the revolving credit facility may be affected by events beyond our and their control, including prevailing economic, financial and industry conditions. If market or other economic conditions deteriorate, our and their ability to comply with the terms of the revolving credit facility may be impaired. If we request a borrowing under the revolving credit facility, Höegh LNG may not have, or be able to obtain, sufficient funds to make loans under the revolving credit facility. In the event that Höegh LNG is unable to make loans to us pursuant to the revolving credit facility, or a default or other circumstance prohibits us from borrowing loans thereunder our financial condition, results of operations and ability to make cash distributions to our unitholders could be materially adversely affected.

***The financing arrangements of us and our joint ventures are secured by our vessels and contain operating and financial restrictions and other covenants that may restrict our business and financing activities as well as our ability to make cash distributions to our unitholders.***

The operating and financial restrictions and covenants in the financing arrangements of us and our joint ventures, including lease agreements and any future financing agreements, could adversely affect our and their ability to finance future operations or capital needs or to engage, expand or pursue our business activities. For example, the financing agreements may restrict the ability of us and our subsidiaries to:

- incur or guarantee indebtedness;
- change ownership or structure, including mergers, consolidations, liquidations and dissolutions;
- make dividends or distributions;
- make certain negative pledges and grant certain liens;
- sell, transfer, assign or convey assets;
- make certain investments; and
- enter into a new line of business.

In addition, our financing agreements require us and Høegh LNG to comply with certain financial ratios and tests, including maintaining a minimum liquidity, a minimum EBITDA to debt service ratio and a minimum book equity ratio and, with respect to the Lampung facility, ensuring that available cash flows exceeds interest and principal payable for a nine-month test period. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Lampung Facility” and “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Gallant/Grace Facility.”

Our joint ventures,’ Høegh LNG’s and our ability to comply with covenants and restrictions contained in financing arrangements may be affected by events beyond our control, including prevailing economic, financial and industry conditions. If market or other economic conditions deteriorate, our and their ability to comply with these covenants may be impaired. If restrictions, covenants, ratios or tests in debt instruments are breached, a significant portion of the obligations may become immediately due and payable, and the lenders’ commitment to make further loans may terminate. We and/or our joint ventures or Høegh LNG may not have, or be able to obtain, sufficient funds to make these accelerated payments. In addition, obligations under our and our joint ventures’ financing arrangements are secured by our vessels and, in some cases, guaranteed by us or Høegh LNG, and if we or they, as applicable, are unable to repay debt under our financing arrangements, the lenders could seek to foreclose on those assets. Please read “Item 5.B. Liquidity and Capital Resources.”

***Restrictions in our debt agreements and local laws may prevent us from paying distributions.***

The payment of principal and interest on our debt will reduce our cash available for distribution. Our and our joint ventures’ financing arrangements prohibit the payment of distributions upon the occurrence of certain events, including, but not limited to:

- failure to pay any principal, interest, fees, expenses or other amounts when due;
- certain material environmental incidents;
- breach or lapse of insurance with respect to vessels securing the facilities;
- breach of certain financial covenants;
- failure to observe any other agreement, security instrument, obligation or covenant beyond specified cure periods in certain cases;
- default under other indebtedness (including certain hedging arrangements or other material agreements);
- bankruptcy or insolvency events;
- inaccuracy of any representation or warranty;
- a change of ownership of the vessel-owning subsidiary, as defined in the applicable agreement; and
- a material adverse change, as defined in the applicable agreement.

Furthermore, our financing arrangements require that we maintain minimum amounts of free liquid assets and our subsidiaries and joint ventures to hold cash reserves that are, in certain cases, held for specifically designated uses, including working capital, operations and maintenance and debt service reserves, and are generally subject to “waterfall” provisions that allocate project revenues to specified priorities of use (such as operating expenses, scheduled debt service, targeted debt service reserves and any other reserves) and the remaining cash is distributable to us only on certain dates and subject to satisfaction of certain conditions, including meeting a 1.20 historical and in some cases, projected, debt service coverage ratio. In addition, the laws governing our joint ventures and subsidiaries may prevent us from making dividend distributions. Our joint ventures are subject to restrictions under the laws of the Cayman Islands and may only pay distributions out of profits or capital reserves if the joint venture entity is solvent after the distribution, Höegh Lampung is subject to Singapore laws and may make dividend distributions only out of profits. Dividends may only be paid by PT Höegh if its retained earnings are positive under Indonesian law. In addition, PT Höegh as an Indonesian incorporated company is required to establish a statutory reserve equal to 20% of its paid up capital. The dividend can only be distributed if PT Höegh’s retained earnings are positive after deducting the statutory reserve. As of December 31, 2016, 2015 and 2014, PT Höegh had negative retained earnings and therefore cannot make dividend payments to us under Indonesia law. However, subject to meeting a debt service ratio of 1.20 to 1.00, PT Höegh can distribute cash from its cash flow from operations to us as payment of intercompany accrued interest and / or intercompany debt, after quarterly payments of the Lampung facility and fulfilment of the “waterfall” provisions to meet operating requirements as defined by the Lampung facility. Under Cayman Islands law, Höegh FSRU III, Höegh FSRU IV and Höegh Colombia Holding may only pay distributions out of profits or capital reserves if the entity is solvent after the distribution. In addition, Höegh FSRU IV would need to remain in compliance with the financial covenants under the Gallant/Grace facility. Dividends from Höegh Cyprus may only be distributed (i) out of profits and not from the share capital of the company and (ii) if after the dividend payment, Höegh Cyprus would remain in compliance with the financial covenants under the Gallant/Grace facility. Please read “Item 8.A. Consolidated Statements and Other Financial Information—The Partnership’s Cash Distribution Policy—Limitations on Cash Distributions and Our Ability to Change Our Cash Distribution Policy.”

***Höegh LNG’s failure to comply with certain obligations under the Lampung and Gallant/Grace facilities, and certain other events occurring at Höegh LNG, could result in cross-defaults or defaults under the Lampung or Gallant/Grace credit facilities, which could have a material adverse effect on us.***

Höegh LNG guarantees the obligations of (i) PT Höegh, the owner of the *PGN FSRU Lampung*, under the Lampung facility, (ii) Höegh Cyprus, the owner of the *Höegh Gallant* and (iii) Höegh FSRU IV, the owner of *Höegh Grace*, under the Gallant/Grace facility (each such facility as described in “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt”). Pursuant to the terms of the Lampung and the Gallant/Grace facilities, Höegh LNG must, among other things, maintain minimum book equity and comply with certain minimum liquidity financial covenants. Failure by Höegh LNG to satisfy any of the covenants applicable to Höegh LNG would result in a default under the Lampung and Gallant/Grace facilities. The Gallant/Grace facility is secured by, among other things, a first priority mortgage of the *Höegh Gallant* and the *Höegh Grace*. The tranches covering the *Höegh Gallant* and the *Höegh Grace* are cross-defaulted, cross-collateralized and cross-guaranteed (except that the Partnership does not guarantee 49% of the obligations of Höegh FSRU IV). Höegh Cyprus is jointly and severally liable with Höegh FSRU IV under the Gallant/Grace facility. Furthermore, among other things, a default by Höegh LNG on its indebtedness or the occurrence of certain other adverse events at Höegh LNG may cause a default under the Lampung and the Gallant/Grace facilities. Any one of these events could result in the acceleration of the maturity of the Lampung and the Gallant/Grace facilities. The lenders of the Lampung facility may foreclose upon any collateral securing that debt, including arrest and seizure of the *PGN FSRU Lampung*, even if Höegh LNG were to subsequently cure its default in the event of such acceleration and foreclosure, PT Höegh, Höegh Cyprus or Höegh FSRU IV, as the case may be, might not have sufficient funds or other assets to satisfy all of their obligations under the related credit facility, which would have a material adverse effect on our business, results of operations and financial condition and would significantly reduce our ability, or make us unable, to make cash distributions to our unitholders for so long as such default is continuing. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Lampung Facility” and “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Gallant/Grace Facility.”

***Our growth depends on our ability to expand relationships with existing customers and obtain new customers, for which we will face substantial competition.***

One of our principal objectives is to enter into additional long-term time charters for FSRUs, LNG carriers and other LNG infrastructure assets. The process of obtaining long-term charters for FSRUs, LNG carriers and other LNG infrastructure assets is competitive and generally involves an intensive screening process and competitive bids, and often extends for several months. We believe FSRU and LNG carrier time charters are awarded based upon a variety of factors relating to the vessel operator, including:

- FSRU and LNG carrier experience and quality of ship operations;
- quality of vessels;

- cost effectiveness;
- shipping industry relationships and reputation for customer service and safety;
- technical ability and reputation for operation of highly specialized vessels;
- quality and experience of seafaring crew;
- safety record;
- the ability to finance vessels at competitive rates and financial stability generally;
- relationships with shipyards and the ability to get suitable berths;
- construction management experience, including the ability to obtain on-time delivery of new FSRUs, LNG carriers and other LNG infrastructure assets according to customer specifications;
- willingness to accept operational risks pursuant to the charter, such as allowing termination of the charter for force majeure events; and
- competitiveness of the bid in terms of overall price.

We expect substantial competition for providing floating storage and regasification services and marine transportation services for potential LNG projects from a number of experienced companies, including state-sponsored entities and major energy companies. Many of these competitors have significantly greater financial resources and larger fleets than do we or Höegh LNG. We anticipate that an increasing number of marine transportation companies—including many with strong reputations and extensive resources and experience—will enter the FSRU or LNG carrier markets. This increased competition may cause greater price competition for time charters. As a result of these factors, we may be unable to expand our relationships with existing customers or to obtain new customers on a profitable basis, if at all, which would have a material adverse effect on our financial condition, results of operations and ability to make cash distributions to our unitholders.

***We may have more difficulty entering into long-term time charters in the future if an active short-term market for FSRUs develops.***

One of our principal strategies is to enter into additional FSRU and LNG carrier time charters of five or more years. If a market for short-term time charters for FSRUs develops, we may have increased difficulty entering into long-term time charters upon expiration or early termination of the time charters for the FSRUs in our fleet or for any vessels that we acquire in the future. As a result, our cash flows may be less stable.

In the LNG carrier market, awards of LNG carrier time charters have historically been for five or more years, though the use of spot voyages and short-term time charters has grown in the past few years. This may impact our ability to identify attractive acquisition candidates in the LNG carrier market.

***We may not be able to redeploy our FSRUs on terms as favorable as our or our joint venture's current FSRU time charters or at all.***

Due to the limitations on demand for FSRUs, in the event that any of the time charters on our vessels are terminated, we may be unable to recharter such vessel as an FSRU. While we may be able to employ such vessel as a traditional LNG carrier, the hire rates and/or other charter terms may not be as favorable to us as those in the existing time charter. If we acquire additional FSRUs and they are not, as a result of time charter termination or otherwise, subject to a long-term, profitable time charter, we may be required to bid for projects at unattractive rates in order to reduce our losses relating to the vessels.

***An increase in the global supply or aggregate capacities of FSRUs or LNG carriers, including conversion of existing tonnage, without a commensurate increase in demand may have an adverse effect on hire rates and the values of our vessels, which could have a material adverse effect on our business, financial condition, results of operations and ability to make cash distributions to our unitholders.***

The supply of FSRUs, LNG carriers and other LNG infrastructure assets in the industry is affected by, among other things, assessments of the demand for these vessels by charterers. Any over-estimation of demand for vessels may result in an excess supply of new vessels. This may, in the long term when existing contracts expire, result in lower hire rates and depress the values of our vessels. If hire rates are lower when we are seeking new time charters upon expiration or early termination of our current time charters, or for any new vessels we acquire beyond our contracted newbuildings, our business, financial condition, results of operations and ability to make cash distributions to our unitholders may be adversely affected.

During periods of high utilization and high hire rates, industry participants may increase the supply of FSRUs and/or LNG carriers by ordering the construction of new vessels. This may result in an over-supply and may cause a subsequent decline in utilization and hire rates when the vessels enter the market. Lower utilization and hire rates could adversely affect revenues and profitability. Prolonged periods of low utilization and hire rates could also result in the recognition of impairment charges on our vessels if future cash flow estimates, based upon information available at the time, indicate that the carrying value of these vessels may not be recoverable. Such impairment charges may cause lenders to accelerate loan payments under our or our joint ventures' financing agreements, which could adversely affect our business, financial condition, results of operations and ability to make cash distributions to our unitholders.

***Hire rates for FSRUs are not readily available and may fluctuate substantially. If rates are lower when we are seeking a new charter, our earnings and ability to make cash distributions to our unitholders may decline.***

Hire rates for FSRUs are not readily available and may fluctuate over time as a result of changes in the supply demand balance relating to current and future FSRU and capacity. This supply demand relationship largely depends on a number of factors outside our control. The LNG market is closely connected to world natural gas prices and energy markets, which we cannot predict. Substantial or extended volatility in natural gas prices could adversely affect our ability to recharter our vessels at acceptable rates or to acquire and profitably operate new FSRUs. Our ability from time to time to charter or re-charter any vessel at attractive rates will depend on, among other things, the prevailing economic conditions in the LNG industry. Hire rates for newbuilding FSRUs are correlated with the price of FSRU newbuildings. Hire rates at a time when we may be seeking a new charter may be lower than the hire rates at which our vessels are currently chartered. If rates are lower when we are seeking a new charter, our earnings and ability to make cash distributions to our unitholders may decline.

***Vessel values may fluctuate substantially, and a decline in vessel values may result in impairment charges, the breach of our financial covenants or, if these values are lower at a time when we are attempting to dispose of vessels, a loss on the sale.***

Vessel values for FSRUs and LNG carriers can fluctuate substantially over time due to a number of different factors, including:

- prevailing economic conditions in the natural gas and energy markets;
- a substantial or extended decline in demand for LNG;
- increases in the supply of vessel capacity;
- the size and age of a vessel;
- the remaining term on existing time charters; and
- the cost of retrofitting or modifying existing vessels, as a result of technological advances in vessel design or equipment, changes in applicable environmental or other regulations or standards, customer requirements or otherwise.

As our vessels age, the expenses associated with maintaining and operating them are expected to increase, which could have an adverse effect on our business and operations if we do not maintain sufficient cash reserves for maintenance and replacement capital expenditures. Moreover, the cost of a replacement vessel would be significant.

If a charter terminates, we may be unable to re-deploy the affected vessel at attractive rates and, rather than continue to incur costs to maintain and finance the vessel, we may seek to dispose of the vessel. Our inability to dispose of a vessel at a reasonable value could result in a loss on the sale and adversely affect our ability to purchase a replacement vessel, financial condition, results of operations and ability to make cash distributions to our unitholders. A decline in the value of our vessels may also result in impairment charges or the breach of certain of the ratios and financial covenants we are required to comply with in our credit facilities.

***We depend on Höegh LNG and its affiliates for the management of our fleet and to assist us in operating and expanding our business.***

Our ability to enter into new charters and expand our customer relationships will depend largely on our ability to leverage our relationship with Höegh LNG and its reputation and relationships in the shipping industry. If Höegh LNG suffers material damage to its reputation or relationships, it may harm our ability to:

- renew existing charters upon their expiration;
- obtain new charters;
- successfully interact with shipyards;
- obtain financing on commercially acceptable terms;
- maintain access to capital under the revolving credit facility; or
- maintain satisfactory relationships with suppliers and other third parties.

In addition, all our vessels are subject to management and services agreements with affiliates of Höegh LNG. Moreover, pursuant to an administrative services agreement among us, our operating company and Höegh UK and an administrative services agreement between our operating company and Leif Höegh UK, Höegh UK and Leif Höegh UK provide us and our operating company with certain administrative, financial and other support services. Höegh UK subcontracts some of these services to Höegh Norway and Leif Höegh UK pursuant to separate administrative services agreements. Our operational success and ability to execute our growth strategy will depend significantly upon the satisfactory performance of these services. Our business will be harmed if our service providers fail to perform these services satisfactorily, if they cancel their agreements with us or if they stop providing these services to us. Please read “Item 7.B. Related Party Transactions.”

***The operation of FSRUs, LNG carriers and other LNG infrastructure assets is inherently risky, and an incident involving significant loss of life or property or environmental consequences involving any of our vessels could harm our reputation, business and financial condition.***

Our vessels and their cargoes are at risk of being damaged or lost because of events such as:

- marine disasters;
- piracy;
- environmental accidents;
- bad weather;
- mechanical failures;
- grounding, fire, explosions and collisions;
- human error; and
- war and terrorism.

An accident involving any of our vessels could result in any of the following:

- death or injury to persons, loss of property or environmental damage, and associated costs;
- delays in taking delivery of cargo or discharging LNG or regasified LNG, as applicable;
- loss of revenues from or termination of time charters;
- governmental fines, penalties or restrictions on conducting business;
- higher insurance rates; and

damage to our reputation and customer relationships generally.

Any of these results could have a material adverse effect on our business, financial condition and results of operations.

If our vessels suffer damage, they may need to be repaired. The costs of vessel repairs are unpredictable and can be substantial. We may have to pay repair costs that our insurance policies do not cover, for example, due to insufficient coverage amounts or the refusal by our insurance provider to pay a claim. The loss of earnings while these vessels are being repaired, as well as the actual cost of these repairs not otherwise covered by insurance, would decrease our results of operations. If any of our vessels are involved in an accident with the potential risk of environmental consequences, the resulting media coverage could have a material adverse effect on our business, our results of operations and cash flows, weaken our financial condition and negatively affect our ability to make cash distributions to our unitholders.

***Our insurance may be insufficient to cover losses that may occur to our property or result from our operations.***

The operating of FSRUs, LNG carriers and other LNG infrastructure assets is inherently risky. Although we carry protection and indemnity insurance consistent with industry standards, all of the risks associated with operating FSRUs, LNG carriers and other LNG infrastructure assets may not be adequately insured against, and any particular claim may not be paid. Any claims covered by insurance would be subject to deductibles, and since it is possible that a large number of claims may be brought, the aggregate amount of these deductibles could be material. Certain of our insurance coverage is maintained through mutual protection and indemnity associations, and as a member of such associations we may be required to make additional payments over and above budgeted premiums if member claims exceed association reserves.

We may be unable to procure adequate insurance coverage at commercially reasonable rates in the future. For example, more stringent environmental regulations have led in the past to increased costs for, and in the future may result in the lack of availability of, insurance against risks of environmental damage or pollution. A marine disaster could exceed our insurance coverage, which could harm our business, financial condition, results of operations, cash flows and ability to make cash distributions to our unitholders. Any uninsured or underinsured loss could harm our business and financial condition. In addition, our insurance may be voidable by the insurers as a result of certain of our actions, such as our ships failing to maintain certification with applicable maritime self-regulatory organizations.

Changes in the insurance markets attributable to terrorist attacks may also make certain types of insurance more difficult for us to obtain. In addition, upon renewal or expiration of our current policies, the insurance that may be available to us may be significantly more expensive than our existing coverage.

***An increase in operating expenses could adversely affect our financial performance.***

Our operating expenses and drydock capital expenditures depend on a variety of factors including crew costs, provisions, deck and engine stores and spares, lubricating oil, insurance, maintenance and repairs and shipyard costs, many of which are beyond our control and affect the entire shipping industry. While many of these costs are borne by the charterers under our time charters, there are some circumstance where this is not the case. For example, we bear the cost of fuel (bunkers) for the *Höegh Gallant* time charter, and fuel is a significant expense in our operations when our vessels are, for example, moving to or from drydock or when off-hire. The price and supply of fuel is unpredictable and fluctuates based on events outside our control, including geopolitical developments, supply and demand for oil and gas, actions by the Organization of the Petroleum Exporting Countries and other oil and gas producers, war and unrest in oil-producing countries and regions, regional production patterns and environmental concerns. These may increase vessel operating costs further. If costs continue to rise, they could materially and adversely affect our results of operations.

***A shortage of qualified officers and crew could have an adverse effect on our business and financial condition.***

FSRUs and LNG carriers require a technically skilled officer staff with specialized training. As the global FSRU fleet and LNG carrier fleet continues to grow, the demand for technically skilled officers and crew has been increasing, which has led to a more competitive recruiting market. Increases in our historical vessel operating expenses have been attributable primarily to the rising costs of recruiting and retaining officers for our fleet. Furthermore, each key officer crewing an FSRU or LNG carrier must receive specialized training related to the operation and maintenance of the regasification equipment. If Höegh LNG Management and Höegh Maritime Management are unable to recruit and employ technically skilled staff and crew, they will not be able to adequately staff our vessels. A material decrease in the supply of technically skilled officers or an inability of Höegh LNG Management or Höegh Maritime Management to attract and retain such qualified officers could impair our ability to operate or increase the cost of crewing our vessels, which would materially adversely affect our business, financial condition and results of operations and significantly reduce our ability to make cash distributions to our unitholders.

***We may be unable to attract and retain key management personnel, which may negatively impact our growth, the effectiveness of our management and our results of operations.***

Our success depends to a significant extent upon the abilities and the efforts of our senior executives. While we believe that we have an experienced management team, the loss or unavailability of one or more of our senior executives for any extended period of time could have an adverse effect on our growth, business and results of operations.

***Exposure to currency exchange rate fluctuations could result in fluctuations in our cash flows and operating results.***

Currency exchange rate fluctuations and currency devaluations could have an adverse effect on our results of operations from quarter to quarter. Historically, the substantial majority of our revenue has been generated in U.S. Dollars, but we incur a minority of our operating expenses in other currencies. All of our long-term debt is U.S. dollar denominated, but we incur a minority of short term liabilities in other currencies. Please read “Item 5.B. Liquidity and Capital Resources—Critical Accounting Estimates—Use of Exchange Rates” and “Item 11. Quantitative and Qualitative Disclosures About Market Risk—Foreign Currency Risk.”

***Acts of piracy on any of our vessels or on oceangoing vessels could adversely affect our business, financial condition and results of operations.***

Acts of piracy have historically affected oceangoing vessels trading in regions of the world such as the South China Sea, the Gulf of Aden off the coast of Somalia and the Gulf of Guinea. If such piracy attacks result in regions in which our vessels are deployed being named on the Joint War Committee Listed Areas, war-risk insurance premiums payable for such insurance coverage could increase significantly and such insurance coverage might become more difficult to obtain. In addition, crew costs, including costs that may be incurred to the extent we employ onboard security guards, could increase in such circumstances. We may not be adequately insured to cover losses from these incidents, which could have a material adverse effect on us. In addition, hijacking as a result of an act of piracy against our vessels, or an increase in cost or unavailability of insurance for our vessels, could have a material adverse impact on our business, financial condition and results of operations.

***Terrorist attacks, increased hostilities, piracy or war could lead to further economic instability, increased costs and disruption of business.***

Terrorist attacks may adversely affect our business, financial condition, results of operations, ability to raise capital and future growth. Continuing hostilities in the Middle East may lead to additional armed conflicts or to further acts of terrorism and civil disturbance in the United States or elsewhere, which may contribute further to economic instability and disruption of production and distribution of LNG, which could result in reduced demand for our services.

Terrorist attacks on vessels, such as the October 2002 attack on the *m.v. Limburg* and the July 2010 attack allegedly by Al-Qaeda on the *m. Star*, both very large crude carriers not related to us, may in the future adversely affect our business, financial condition and results of operation. In addition, LNG facilities, shipyards, vessels, pipelines and natural gas fields could be targets of future terrorist attacks. Any such attacks could lead to, among other things, bodily injury or loss of life, vessel or other property damage, increased vessel operational costs, including insurance costs, and the inability to transport LNG to or from certain locations. Terrorist attacks, piracy, war or other events beyond our control that adversely affect the distribution, production or transportation of LNG to be shipped by us could entitle customers to terminate our charters, which would harm our cash flows and business. Terrorist attacks, or the perception that LNG facilities, FSRUs and LNG carriers are potential terrorist targets, could materially and adversely affect expansion of LNG infrastructure and the continued supply of LNG. Concern that LNG facilities may be targeted for attack by terrorists has contributed to a community and environmental resistance to the construction of a number of LNG facilities. In addition, the loss of a vessel as a result of terrorism or piracy would have a material adverse effect on our business, financial condition and results of operations.

***We are exposed to political, regulatory and economic risks associated with doing business in different countries, including in emerging market countries.***

We conduct all of our operations outside of the United States and expect to continue to do so for the foreseeable future. Some of the countries in which we are engaged in business or where our vessels are registered, for example, Indonesia, Egypt and Colombia, are historically less developed and stable than the United States. We are affected by economic, political and governmental conditions in the countries where we are engaged in business or where our vessels are registered. Any disruption caused by these factors could harm our business. Further, we derive a substantial portion of our revenues from shipping and regasifying LNG from politically unstable regions. Future hostilities or other political instability where we operate or may operate could have a material adverse effect on the growth of our business, financial condition, results of operations and ability to make cash distributions to our unitholders. In addition, tariffs, trade embargoes and other economic sanctions by the United States or other countries against countries in the Middle East, Southeast Asia, South America or elsewhere as a result of terrorist attacks, hostilities or otherwise may limit trading activities with those countries, which could harm our business and ability to make cash distributions to our unitholders.

***The LNG transportation, storage and regasification industry is subject to substantial environmental and other regulations, which may significantly limit our operations or increase our expenses.***

Our operations are materially affected by extensive and changing international, national and local environmental protection laws, regulations, treaties, conventions and standards in force in international waters, the jurisdictional waters of the countries in which our vessels operate, as well as the countries of our vessels' registration, including those relating to equipping and operating FSRUs and LNG carriers, providing security and minimizing the potential for impacts to the environment from their operations. We have incurred, and expect to continue to incur, substantial expenses in complying with these laws and regulations, including expenses for vessel modifications and changes in operating procedures. Additional laws and regulations may be adopted that could limit our ability to do business or further increase costs, which could harm our business. In addition, failure to comply with applicable laws and regulations may result in administrative and civil penalties, criminal sanctions or the suspension or termination of operations. We may become subject to additional laws and regulations if we enter new markets or trades.

These requirements can affect the resale value or useful lives of our vessels, require a reduction in cargo capacity, ship modifications or operational changes or restrictions, lead to decreased availability of insurance coverage for environmental matters or result in the denial of access to certain jurisdictional waters or ports or detention in certain ports.

The design, construction and operation of FSRUs and interconnecting pipelines and the transportation of LNG are subject to governmental approvals and permits. The length of time it takes to receive regulatory approval for offshore LNG operations is one factor that has affected our industry, including through increased expenses.

***Our vessels operating in international waters, now or in the future, will be subject to various international conventions and flag state laws and regulations relating to protection of the environment.***

Our vessels traveling in international waters are subject to various existing regulations published by the International Maritime Organization (the "IMO"), as well as marine pollution and prevention requirements imposed by the IMO International Convention for the Prevention of Pollution from Ships of 1975, as from time to time may be amended (the "MARPOL Convention"). In addition, our FSRUs may become subject to the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea, as amended by the April 2010 Protocol to the HNS Convention (the "2010 HNS Convention"), if it is entered into force. If the 2010 HNS Convention were to enter into force, we cannot estimate with any certainty at this time the costs that may be needed to comply with any such requirements that may be adopted. Please read "Item 4.B. Business Overview – Environmental and Other Regulation" for a more detailed discussion on these topics.

***Our vessels operating in U.S. waters now or in the future will be subject to various federal, state and local laws and regulations relating to protection of the environment.***

Our vessels operating in U.S. waters now or in the future will be subject to various federal, state and local laws and regulations relating to protection of the environment, including the Oil Pollution Act of 1990 ("OPA 90"), the U.S. Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the U.S. Clean Water Act (the "CWA") and the U.S. Clean Air Act of 1970, as amended. In some cases, these laws and regulations require us to obtain governmental permits and authorizations before we may conduct certain activities. These environmental laws and regulations may impose substantial penalties for noncompliance and substantial liabilities for pollution. Failure to comply with these laws and regulations may result in substantial civil and criminal fines and penalties. As with the industry generally, our operations will entail risks in these areas, and compliance with these laws and regulations, which may be subject to frequent revisions and reinterpretation, may increase our overall cost of business. Please read "Item 4.B. Business Overview—Environmental and Other Regulation" for a more detailed discussion on these topics.

***Our operations are subject to substantial environmental and other regulations, which may significantly increase our expenses.***

Our operations are affected by extensive and changing international, national and local environmental protection laws, regulations, treaties and conventions in force in international waters, the jurisdictional waters of the countries in which our vessels operate, as well as the countries of our vessels' registration, including those governing oil spills, discharges to air and water, and the handling and disposal of hazardous substances and wastes. These regulations include OPA 90, the CWA, the U.S. Maritime Transportation Security Act of 2002 and regulations of the IMO, including the International Convention on Civil Liability for Oil Pollution Damage of 1969, as from time to time amended, the MARPOL Convention, the International Convention for the Prevention of Marine Pollution of 1973, the IMO International Convention for the Safety of Life at Sea of 1974, as from time to time amended ("SOLAS"), the IMO International Convention on Load Lines of 1966, as from time to time amended, and the International Management Code for the Safe Operation of Ships and for Pollution Prevention (the "ISM Code").

Many of these requirements are designed to reduce the risk of oil spills and other pollution. In addition, we believe that the heightened environmental, quality and security concerns of insurance underwriters, regulators and charterers will lead to additional regulatory requirements, including enhanced risk assessment and security requirements and greater inspection and safety requirements on vessels. We expect to incur substantial expenses in complying with these laws and regulation, including expenses for vessel modifications and changes in operating procedures.

These requirements can affect the resale value or useful lives of our vessels, require ship modifications or operational changes or restrictions, lead to decreased availability of insurance coverage for environmental matters or result in the denial of access to certain jurisdictional waters or ports, or detention in, certain ports. Under local, national and foreign laws, as well as international treaties and conventions, we could incur material liabilities, including cleanup obligations, in the event that there is a release of hazardous substances from our vessels or otherwise in connection with our operations. We could also become subject to personal injury or property damage claims relating to the release of or exposure to hazardous materials associated with our operations. In addition, failure to comply with applicable laws and regulations may result in administrative and civil penalties, criminal sanctions or the suspension or termination of our operations, including, in certain instances, seizure or detention of our vessels.

***Further changes to existing environmental legislation that is applicable to international and national maritime trade may have an adverse effect on our business.***

We believe that the heightened environmental, quality and security concerns of insurance underwriters, regulators and charterers will generally lead to additional regulatory requirements, including enhanced risk assessment and security requirements and greater inspection and safety requirements on all vessels in the marine LNG transportation markets and offshore LNG terminals. These requirements are likely to add incremental costs to our operations and the failure to comply with these requirements may affect the ability of our vessels to obtain and, possibly, collect on insurance or to obtain the required certificates for entry into the different ports where we operate.

Further legislation, or amendments to existing legislation, applicable to international and national maritime trade are expected over the coming years in areas such as ship recycling, sewage systems, emission control (including emissions of greenhouse gases) and ballast treatment and handling. The United States has recently enacted legislation and regulations that require more stringent controls of air and water emissions from oceangoing vessels. Such legislation or regulations may require additional capital expenditures or operating expenses (such as increased costs for low-sulfur fuel) in order for us to maintain our vessels' compliance with international and/or national regulations.

***Climate change and greenhouse gas restrictions may adversely impact our operations and markets.***

Due to concern over the risk of climate change, a number of countries and the IMO have adopted, or are considering the adoption of, regulatory frameworks to reduce greenhouse gas emission from vessel emissions. These regulatory measures may include, among others, adoption of cap and trade regimes, carbon taxes, increased efficiency standards and incentives or mandates for renewable energy. Although the emissions of greenhouse gases from international shipping currently are not subject to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (the "Kyoto Protocol") or the recently announced Paris Agreement, a new treaty may be adopted in the future that includes restrictions on shipping emissions. Compliance with changes in laws and regulations relating to climate change could increase our costs of operating and maintaining our vessels and could require us to make significant financial expenditures that we cannot predict with certainty at this time.

Adverse effects upon the oil and gas industry relating to climate change, including growing public concern about the environmental impact of climate change, may also have an effect on demand for our services. For example, increased regulation of greenhouse gases or other concerns relating to climate change may reduce the demand for oil and gas in the future or create greater incentives for use of alternative energy sources. Any long-term material adverse effect on the oil and gas industry could have a significant financial and operational adverse impact on our business that we cannot predict with certainty at this time.

Please read "Item 4.B. Business Overview—Environmental and Other Regulation—Regulation of Greenhouse Gas Emissions" below for a more detailed discussion.

***Maritime claimants could arrest our vessels, which could interrupt our cash flows.***

Crew members, suppliers of goods and services to our vessels, owners of cargo or other parties may be entitled to a maritime lien against one or more of our vessels for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lien holder may enforce its lien by arresting a vessel through foreclosure proceedings. In a few jurisdictions, claimants could try to assert "sister ship" liability against one vessel in our fleet for claims relating to another of our vessels. The arrest or attachment of one or more of our vessels could interrupt our cash flows and require us to pay to have the arrest lifted.

***Governments could requisition our vessels during a period of war or emergency, resulting in loss of earnings.***

The government of a jurisdiction where one or more of our vessels are registered could requisition for title or seize our vessels. Requisition for title or seizure occurs when a government takes control of a vessel and becomes her owner. Also, a government could requisition our vessels for hire. Requisition for hire occurs when a government takes control of a vessel and effectively becomes the charterer at dictated hire rates. Generally, requisitions occur during a period of war or emergency, although governments may elect to requisition vessels in other circumstances. Although we would expect to be entitled to government compensation in the event of a requisition of one or more of our vessels, the amount and timing of payments, if any, would be uncertain. A government requisition of one or more of our vessels would result in off-hire days under our time charters and may cause us to breach covenants in certain of our credit facilities. Furthermore, a requisition for title of either the *Neptune* or the *GDF Suez Cape Ann* constitutes a total loss under the terms of the related facility agreements, in which case we would have to repay all loans. If a government requisition of one or more of our vessels were to occur, it could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for distribution to our unitholders.

***Compliance with safety and other vessel requirements imposed by classification societies may be very costly and may adversely affect our business.***

The hull and machinery of every large, oceangoing commercial vessel must be classed by a classification society authorized by her country of registry. The classification society certifies that a vessel is safe and seaworthy in accordance with the applicable rules and regulations of the country of registry of the vessel and SOLAS. Each of our vessels is certified by Det Norske Veritas GL, compliant with the ISM Code and “in class.” In order to maintain valid certificates from the classification society, a vessel must undergo annual surveys, intermediate surveys and renewal surveys. A vessel’s machinery may be on a continuous survey cycle, under which the machinery would be surveyed periodically over a five-year period. Each of the vessels in our fleet has implemented a certified planned maintenance system. The classification society attends onboard once every year to verify that the maintenance of the equipment onboard is done correctly. For each of the *Neptune* and the *GDF Suez Cape Ann*, a renewal survey is conducted every five years and an intermediate survey is conducted within 30 months after a renewal survey. During the first 15 years of operation, the vessels have an extended drydock interval which allow them to be drydocked every 7.5 years, while intermediate surveys and certain renewal surveys occur while they are afloat, using an approved diving company in the presence of a surveyor from the classification society. After these vessels are 15 years old, they are expected to be drydocked every five years or, if required by the charterers, every 30 months. We do not anticipate drydocking of the *PGN FSRU Lampung* for the first 20 years as all the required surveys can be done afloat. In the first 15 years after delivery from yard, we expect the *Höegh Gallant* to be drydocked every 7.5 years. The *Höegh Grace* is also designed to carry out renewal surveys afloat and is not expected to go to drydock for the duration of its current charter. If any vessel does not maintain her class or fails any annual survey, renewal survey, intermediate survey or special survey, the vessel will be unable to trade between ports and will be unemployable. We would lose revenue while the vessel was off-hire and incur costs of compliance. This would negatively impact our revenues and reduce our cash available for distribution to unitholders.

***Failure to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the anti-corruption provisions in the Norwegian Criminal Code and other anti-bribery legislation in other jurisdictions could result in fines, criminal penalties, contract termination and an adverse effect on our business.***

We may operate in a number of countries throughout the world, including countries known to have a reputation for corruption. We are committed to doing business in accordance with applicable anti-corruption laws and have adopted a code of business conduct and ethics which is consistent and in full compliance with the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”), the Bribery Act 2010 of the Parliament of the United Kingdom (the “UK Bribery Act”) and the anti-corruption provisions of the Norwegian Criminal Code of 1902 (the “Norwegian Criminal Code”), respectively. We are subject, however, to the risk that we, our affiliated entities or our or their respective officers, directors, employees and agents may take actions determined to be in violation of such anti-corruption laws, including the FCPA, the UK Bribery Act and the Norwegian Criminal Code. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties, curtailment of operations in certain jurisdictions, and might adversely affect our business, results of operations or financial condition. In addition, actual or alleged violations could damage our reputation and ability to do business. Furthermore, detecting, investigating, and resolving actual or alleged violations is expensive and can consume significant time and attention of our senior management.

***If in the future our business activities involve countries, entities and individuals that are subject to restrictions imposed by the U.S. or other governments, we could be subject to enforcement action and our reputation and the market for our common units could be adversely affected.***

The tightening of U.S. sanctions in recent years has affected non-U.S. companies. In particular, sanctions against Iran have been significantly expanded. In 2012, for example, the U.S. signed into law the Iran Threat Reduction and Syria Human Rights Act of 2012 (“TRA”), which placed further restrictions on the ability of non-U.S. companies to do business or trade with Iran and Syria. A major provision in the TRA is that issuers of securities must disclose to the SEC in their annual and quarterly reports filed after February 6, 2013 if the issuer or “any affiliate” has “knowingly” engaged in certain activities involving Iran during the timeframe covered by the report. This disclosure obligation is broad in scope in that it requires the reporting of activity that would not be considered a violation of U.S. sanctions as well as violative conduct, and is not subject to a materiality threshold. The SEC publishes these disclosures on its website and the President of the United States must initiate an investigation in response to all disclosures. It should be noted that the U.S. and various other nations entered into a Joint Comprehensive Plan of Action (“JCPOA”) with Iran that provides for phased sanctions relief. On January 16, 2016, following verification that Iran had satisfied its commitments under the JCPOA, the U.S. lifted its nuclear-related “secondary” sanctions and the European Union also took action to lift its sanctions. As a result of sanctions relief non-U.S. persons will be able to engage in business with Iran. Sanctions relief will not impact the SEC reporting requirements discussed above. In the event of any breach by Iran of the JCPOA, sanctions, including those targeting wholly non-U.S. persons, may “snap back” into place.

In addition to the sanctions against Iran, the U.S. also has sanctions that target other countries, entities and individuals. These sanctions have certain extraterritorial effects that need to be considered by non-U.S. companies. It should also be noted that other governments have implemented versions of U.S. sanctions. We believe that we are in compliance with all applicable sanctions and embargo laws and regulations imposed by the U.S., the United Nations or European Union countries and intend to maintain such compliance. However, there can be no assurance that we will be in compliance in the future, particularly as the scope of certain laws may be unclear and may be subject to changing interpretations. Any such violation could result in fines or other penalties and could result in some investors deciding, or being required, to divest their interest, or not to invest, in our common units. Additionally, some investors may decide to divest their interest, or not to invest, in our common units simply because we may do business with companies that do business in sanctioned countries. Investor perception of the value of our common units may also be adversely affected by the consequences of war, the effects of terrorism, civil unrest and governmental actions in these and surrounding countries.

***We face risks relating to our ineffective internal control over financial reporting.***

During the past three years, we identified material weaknesses in our internal control over financial reporting. We identified a combination of control deficiencies that constituted a material weakness related to the accounting treatment for certain Indonesian value added tax and withholding tax transactions for the years ended December 31, 2014 and 2015. As of December 31, 2015, we identified several control deficiencies related to our accounting for the procurement of goods and services and, as of December 31, 2016, we identified several control deficiencies related to the operating effectiveness of information technology general controls, each of which constituted a material weakness. Although we have remediated the material weakness related to the accounting treatment for certain Indonesian value added tax and withholding tax transactions, neither of our other identified material weaknesses has been remediated. See “Item 15. Controls and Procedures.” Under standards established by the Public Company Accounting Oversight Board, a material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected or corrected on a timely basis. While we are working to remediate the remaining material weaknesses, we cannot at this time estimate how long it will take, and our initiatives may not prove to be successful in remediating our material weaknesses. If our remedial measures are insufficient to address the material weaknesses, or if additional material weaknesses are discovered or occur in the future, then there is a risk that our financial statements may contain material misstatements that are unknown to us at that time, and such misstatements could require us to restate our financial results.

***A cyber-attack could materially disrupt our business.***

We rely on information technology systems and networks, which are provided by Höegh LNG, in our operations and the administration of our business. Our operations could be targeted by individuals or groups seeking to sabotage or disrupt our information technology systems and networks, or to steal data. A successful cyber-attack could materially disrupt our operations, including the safety of our operations, or lead to unauthorized release of information or alteration of information on our systems. Any such attack or other breach of our information technology systems could have a material adverse effect on our business and results of operations.

## Risks Inherent in an Investment in Us

### *Höegh LNG and its affiliates may compete with us.*

Pursuant to the omnibus agreement that we and Höegh LNG entered into in connection with the closing of the IPO, Höegh LNG and its controlled affiliates (other than us, our general partner and our subsidiaries) generally have agreed not to acquire, own, operate or charter certain FSRUs and LNG carriers operating under charters of five or more years. The omnibus agreement, however, contains significant exceptions that may allow Höegh LNG or any of its controlled affiliates to compete with us, which could harm our business. Additionally, the omnibus agreement contains no restrictions on Höegh LNG's ability to own, operate or charter FSRUs and LNG carriers operating under charters of less than five years. Also, pursuant to the omnibus agreement, we have agreed not to acquire, own, operate or charter FSRUs and LNG carriers operating under charters of less than five years. Please read "Item 7.B. Related Party Transactions—Omnibus Agreement—Noncompetition."

### *Unitholders have limited voting rights, and our partnership agreement restricts the voting rights of the unitholders owning more than 4.9% of our common units.*

Unlike the holders of common stock in a corporation, holders of common units have only limited voting rights on matters affecting our business. We will hold a meeting of the limited partners every year to elect one or more members of our board of directors and to vote on any other matters that are properly brought before the meeting. Common unitholders are entitled to elect only four of the seven members of our board of directors. The elected directors are elected on a staggered basis and will serve for staggered terms. Our general partner in its sole discretion appoints the remaining three directors and set the terms for which those directors will serve. Our partnership agreement also contains provisions limiting the ability of unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the unitholders' ability to influence the manner or direction of management. Unitholders will have no right to elect our general partner, and our general partner may not be removed except by a vote of the holders of at least 75% of the outstanding common and subordinated units, including any units owned by our general partner and its affiliates, voting together as a single class.

Our partnership agreement further restricts unitholders' voting rights by providing that if any person or group owns beneficially more than 4.9% of any class of units then outstanding, any such units owned by that person or group in excess of 4.9% may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of unitholders, calculating required votes (except for purposes of nominating a person for election to our board of directors), determining the presence of a quorum or for other similar purposes, unless required by law. The voting rights of any such unitholders in excess of 4.9% will effectively be redistributed pro rata among the other common unitholders holding less than 4.9% of the voting power of all classes of units entitled to vote. Our general partner, its affiliates and persons who acquired common units with the prior approval of our board of directors will not be subject to this 4.9% limitation except with respect to voting their common units in the election of the elected directors.

Our general partner and its other affiliates own a significant interest in us and have conflicts of interest and limited fiduciary and contractual duties, which may permit them to favor their own interests to your detriment.

Höegh LNG owns approximately 10.7% of our common units and all of our subordinated units, which represent an aggregate approximate 46.4% limited partner interest in us. Certain of our directors will also serve as directors of Höegh LNG or its affiliates and, as such, they will have fiduciary duties to Höegh LNG that may cause them to pursue business strategies that disproportionately benefit Höegh LNG or its affiliates or which otherwise are not in the best interests of us or our unitholders.

Conflicts of interest may arise between Höegh LNG and its affiliates (including our general partner) on the one hand, and us and our unitholders, on the other hand. As a result of these conflicts, our general partner and its affiliates may favor their own interests over the interests of our unitholders. These conflicts include, among others, the following situations:

- neither our partnership agreement nor any other agreement requires our general partner or Höegh LNG or its affiliates to pursue a business strategy that favors us or utilizes our assets, and Höegh LNG's officers and directors have a fiduciary duty to make decisions in the best interests of the shareholders of Höegh LNG, which may be contrary to our interests;
- our partnership agreement permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner. Specifically, our general partner will be considered to be acting in its individual capacity if it exercises its call right, pre-emptive rights or registration rights, consents or withholds consent to any merger or consolidation of the Partnership, appoints any directors or votes for the election of any director, votes or refrains from voting on amendments to our partnership agreement that require a vote of the outstanding units, voluntarily withdraws from the Partnership, transfers (to the extent permitted under our partnership agreement) or refrains from transferring its units or general partner interest or votes upon the dissolution of the Partnership;

- our general partner and our directors have limited their liabilities and restricted their fiduciary duties under the laws of the Marshall Islands, while also restricting the remedies available to our unitholders, and, as a result of purchasing common units, unitholders are treated as having agreed to the modified standard of fiduciary duties and to certain actions that may be taken by our general partner and our directors, all as set forth in our partnership agreement;
- our general partner is entitled to reimbursement of all reasonable costs incurred by it and its affiliates for our benefit;
- our partnership agreement does not restrict us from paying our general partner or its affiliates for any services rendered to us on terms that are fair and reasonable or entering into additional contractual arrangements with any of these entities on our behalf;
- our general partner may exercise its right to call and purchase our common units if it and its affiliates own more than 80% of our common units; and
- our general partner is not obligated to obtain a fairness opinion regarding the value of the common units to be repurchased by it upon the exercise of its limited call right.

Although a majority of our directors will over time be elected by common unitholders, our general partner will likely have substantial influence on decisions made by our board of directors.

***Our officers may face conflicts in the allocation of their time to our business.***

Our sole existing officer and any future officers may face conflicts in the allocation of their time to our business. The affiliates of our general partner, including Høegh LNG, conduct substantial businesses and activities of their own in which we have no economic interest. As a result, there could be material competition for the time and effort of our officers who also provide services to our general partner's affiliates, which could have a material adverse effect on our business, financial condition and results of operations. Additionally, while our Chief Executive Officer and Chief Financial Officer is expected to devote the substantial majority of his time to our business, he may, from time to time, participate in business development activities for Høegh LNG that are linked to developing opportunities for us.

***Our partnership agreement limits our general partner's and our directors' fiduciary duties to our unitholders and restricts the remedies available to unitholders for actions taken by our general partner or our directors.***

Our partnership agreement provides that our general partner has irrevocably delegated to our board of directors the authority to oversee and direct our operations, management and policies on an exclusive basis, and such delegation will be binding on any successor general partner of the Partnership. Our partnership agreement also contains provisions that reduce the standards to which our general partner and directors may otherwise be held by Marshall Islands law. For example, our partnership agreement:

- provides that our general partner may make determinations or take or decline to take actions without regard to our or our unitholders' interests. Our general partner may consider only the interests and factors that it desires, and it has no duty or obligation to give any consideration to any interest of, or factors affecting us, our affiliates or our unitholders. Decisions made by our general partner will be made by its sole owner. Specifically, our general partner may decide to exercise its right to make a determination to receive common units in exchange for resetting the target distribution levels related to the incentive distribution rights, call right, pre-emptive rights or registration rights, consent or withhold consent to any merger or consolidation of the Partnership, appoint any directors or vote for the election of any director, vote or refrain from voting on amendments to our partnership agreement that require a vote of the outstanding units, voluntarily withdraw from the Partnership, transfer (to the extent permitted under our partnership agreement) or refrain from transferring its units, the general partner interest or incentive distribution rights or vote upon the dissolution of the Partnership;
- provides that our general partner and our directors are entitled to make other decisions in "good faith" if they believe that the decision is in our best interests;
- generally provides that affiliated transactions and resolutions of conflicts of interest not approved by the conflicts committee of our board of directors and not involving a vote of unitholders must be on terms no less favorable to us than those generally being provided to or available from unrelated third parties or be "fair and reasonable" to us and that, in determining whether a transaction or resolution is "fair and reasonable," our board of directors may consider the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to us; and

- provides that neither our general partner nor our officers or our directors will be liable for monetary damages to us, our limited partners or assignees for any acts or omissions unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that our general partner or directors or its officers or directors or those other persons engaged in actual fraud or willful misconduct.

By purchasing a common unit, a common unitholder is deemed to have agreed to become bound by the provisions of our partnership agreement, including the provisions discussed above.

***Fees and expenses, which Höegh LNG determines for services provided to us and our joint ventures, are substantial, are payable regardless of our profitability and will reduce our cash available for distribution to you.***

Pursuant to the ship management agreements, we and our joint ventures pay fees for services provided by Höegh LNG Management, and we and our joint ventures reimburse Höegh LNG Management for all expenses incurred on our behalf. These fees and expenses include all costs and expenses incurred in providing certain crewing and technical management services to the *Neptune*, the *GDF Suez Cape Ann*, the *Höegh Gallant* and the *Höegh Grace*. In addition, pursuant to a technical information and services agreement, we reimburse Höegh Norway for expenses Höegh Norway incurs pursuant to the sub-technical support agreement that it is party to with Höegh LNG Management.

Moreover, pursuant to an administrative services agreement among us, our operating company and Höegh UK and an administrative services agreement between our operating company and Leif Höegh UK, Höegh UK and Leif Höegh UK provide us and our operating company with certain administrative, financial and other support services. We reimburse Höegh UK and Leif Höegh UK for their reasonable costs and expenses incurred in connection with the provision of these services. In addition, under our administrative services agreement with Höegh UK, we pay Höegh UK a service fee equal to 5.0% of its costs and expenses incurred in connection with providing services to us.

Pursuant to the above-mentioned administrative services agreement with Höegh UK, Höegh UK subcontracts to Höegh Norway and Leif Höegh UK certain administrative services provided to us pursuant to administrative services agreements with Höegh Norway and Leif Höegh UK. Höegh UK reimburses Höegh Norway and Leif Höegh UK for reasonable costs and expenses incurred in connection with the provision of these services. In addition, Höegh UK (i) pays to Höegh Norway a service fee equal to 3.0% of the costs and expenses incurred in connection with providing services and (ii) pays to Leif Höegh UK a service fee equal to 5.0% of the costs and expenses of certain secretarial services with all other services of Leif Höegh UK reimbursed at cost.

For a description of the ship management agreements, the technical information and services agreement and the administrative services agreements, please read “Item 7.B. Related Party Transactions.” The fees and expenses payable pursuant to the ship management agreements, the technical information and services agreement and the administrative services agreements are payable without regard to our financial condition or results of operations. The payment of fees to and the reimbursement of expenses of Höegh LNG Management, Höegh UK, Leif Höegh UK and Höegh Norway could adversely affect our ability to pay cash distributions to you.

***Our partnership agreement contains provisions that may have the effect of discouraging a person or group from attempting to remove our current management or our general partner, and even if public unitholders are dissatisfied, they will be unable to remove our general partner without Höegh LNG’s consent, unless Höegh LNG’s ownership interest in us is decreased, all of which could diminish the trading price of our common units.***

Our partnership agreement contains provisions that may have the effect of discouraging a person or group from attempting to remove our current management or our general partner.

- The unitholders are unable to remove our general partner without its consent because our general partner and its affiliates own sufficient units to be able to prevent its removal. The vote of the holders of at least 75% of all outstanding common and subordinated units voting together as a single class is required to remove the general partner. Höegh LNG owns approximately 46.4% of the outstanding common and subordinated units. Additionally, during the term of the SRV Joint Gas shareholders’ agreement, Höegh LNG has agreed to continue to own common units and subordinated units representing a greater than 25% limited partner interest in us in the aggregate.

- If our general partner is removed without “cause” during the subordination period and units held by our general partner and its affiliates are not voted in favor of that removal, all remaining subordinated units will automatically convert into common units, any existing arrearages on the common units will be extinguished, and Höegh LNG will have the right to convert its incentive distribution rights into common units or to receive cash in exchange for those interests based on the fair market value of those interests at the time. A removal of our general partner under these circumstances would adversely affect the common units by prematurely eliminating their distribution and liquidation preference over the subordinated units, which would otherwise have continued until we had met certain distribution and performance tests. Any conversion of the incentive distribution rights would be dilutive to existing unitholders. Furthermore, any cash payment in lieu of such conversion could be prohibitively expensive. “Cause” is narrowly defined to mean that a court of competent jurisdiction has entered a final, non-appealable judgment finding our general partner liable for actual fraud or willful misconduct in its capacity as our general partner. Cause does not include most cases of charges of poor business decisions, such as charges of poor management of our business by the directors appointed by our general partner, so the removal of our general partner because of the unitholders’ dissatisfaction with the general partner’s decisions in this regard would most likely result in the termination of the subordination period.
- Common unitholders are entitled to elect only four of the seven members of our board of directors. Our general partner in its sole discretion appoints the remaining three directors.
- Election of the four directors elected by unitholders is staggered, meaning that the members of only one of four classes of our elected directors will be selected each year. In addition, the directors appointed by our general partner will serve for terms determined by our general partner.
- Our partnership agreement contains provisions limiting the ability of unitholders to call meetings of unitholders, to nominate directors and to acquire information about our operations as well as other provisions limiting the unitholders’ ability to influence the manner or direction of management.
- Unitholders’ voting rights are further restricted by our partnership agreement provision providing that if any person or group owns beneficially more than 4.9% of any class of units then outstanding, any such units owned by that person or group in excess of 4.9% may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of unitholders, calculating required votes (except for purposes of nominating a person for election to our board of directors), determining the presence of a quorum or for other similar purposes, unless required by law. The voting rights of any such unitholders in excess of 4.9% will effectively be redistributed pro rata among the other common unitholders holding less than 4.9% of the voting power of all classes of units entitled to vote. Our general partner, its affiliates (including Höegh LNG) and persons who acquired common units with the prior approval of our board of directors will not be subject to this 4.9% limitation except with respect to voting their common units in the election of the elected directors.
- There are no restrictions in our partnership agreement on our ability to issue equity securities, including securities senior to the common units.

The effect of these provisions may be to diminish the price at which the common units will trade.

***The control of our general partner may be transferred to a third party without unitholder consent.***

Our general partner may transfer its non-economic general partner interest to a third party in a merger or in a sale of all or substantially all of its assets without the consent of the unitholders. In addition, our partnership agreement does not restrict the ability of the members of our general partner from transferring their respective membership interests in our general partner to a third party.

***Substantial future sales of our common units in the public market could cause the price of our common units to fall.***

We have granted registration rights to Höegh LNG and certain of its affiliates. These unitholders have the right, subject to some conditions, to require us to file registration statements covering any of our common, subordinated or other equity securities owned by them or to include those securities in registration statements that we may file for ourselves or other unitholders. Höegh LNG owns 2,116,060 common units and 13,156,060 subordinated units and all of the incentive distribution rights. Following their registration and sale under the applicable registration statement, those securities will become freely tradable. By exercising their registration rights and selling a large number of common units or other securities, these unitholders could cause the price of our common units to decline.

***We are subject to Marshall Islands law, which lacks a bankruptcy statute or general statutory mechanism for insolvency proceedings.***

We are a Marshall Islands limited partnership, and we have limited operations in the United States and maintain limited assets in the United States. Consequently, in the event of any bankruptcy, insolvency, liquidation, dissolution, reorganization or similar proceeding involving us, bankruptcy laws other than those of the United States could apply. The Republic of the Marshall Islands does not have a bankruptcy statute or general statutory mechanism for insolvency proceedings. If we become a debtor under U.S. bankruptcy law, bankruptcy courts in the United States may seek to assert jurisdiction over all of our assets, wherever located, including property situated in other countries. There can be no assurance, however, that we would become a debtor in the United States, or that a U.S. bankruptcy court would be entitled to, or accept, jurisdiction over such a bankruptcy case, or that courts in other countries that have jurisdiction over us and our operations would recognize a U.S. bankruptcy court's jurisdiction, if any other bankruptcy court would determine it had jurisdiction. These factors may delay or prevent us from entering bankruptcy in the United States and may affect the ability of our unitholders to receive any recovery following our bankruptcy.

***We have been organized as a limited partnership under the laws of the Republic of the Marshall Islands, which does not have a well-developed body of partnership law.***

The Partnership's affairs are governed by our partnership agreement and by the Marshall Island Limited Partnership Act (the "Marshall Islands Act"). The provisions of the Marshall Islands Act resemble provisions of the limited partnership laws of a number of states in the United States, most notably Delaware. The Marshall Islands Act also provides that it is to be applied and construed to make the laws of the Marshall Islands, with respect to the subject matter of the Marshall Islands Act, uniform with the laws of the State of Delaware and, so long as it does not conflict with the Marshall Islands Act or decisions of the High and Supreme Courts of the Marshall Islands, the non-statutory law ("case law") of the State of Delaware is adopted as the law of the Marshall Islands, with respect to non-resident limited partnerships like us. There have been, however, few, if any, court cases in the Marshall Islands interpreting the Marshall Islands Act, in contrast to Delaware, which has a fairly well-developed body of case law interpreting its limited partnership statute. Accordingly, we cannot predict whether Marshall Islands courts would reach the same conclusions as the courts in Delaware. For example, the rights of our unitholders and the fiduciary responsibilities of our general partner under Marshall Islands law are not as clearly established as under judicial precedent in existence in Delaware. As a result, unitholders may have more difficulty in protecting their interests in the face of actions by our general partner and its officers and directors than would unitholders of a similarly organized limited partnership in the United States.

***Because we are organized under the laws of the Marshall Islands, it may be difficult to serve us with legal process or enforce judgments against us, our directors or our management.***

We are organized under the laws of the Marshall Islands, and substantially all of our assets are located outside of the United States. In addition, our general partner is a Marshall Islands limited liability company, and a majority of our directors and officers generally are or will be non-residents of the United States, and all or a substantial portion of the assets of these non-residents are located outside the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the United States if you believe that your rights have been infringed under securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Marshall Islands and of other jurisdictions may prevent or restrict you from enforcing a judgment against our assets or the assets of our general partner or our directors or officers.

***Höegh LNG, as the initial holder of all of the incentive distribution rights, may elect to cause us to issue additional common units to it in connection with a resetting of the target distribution levels related to the incentive distribution rights without the approval of the conflicts committee of our board of directors or holders of our common units and subordinated units. This may result in lower distributions to holders of our common units in certain situations.***

Höegh LNG, as the initial holder of all of the incentive distribution rights, has the right, at a time when there are no subordinated units outstanding and Höegh LNG has received incentive distributions at the highest level to which it is entitled (50.0%) for each of the prior four consecutive fiscal quarters (and the amount of each such total distribution did not exceed adjusted operating surplus for each such quarter), to reset the initial cash target distribution levels at higher levels based on the distribution at the time of the exercise of the reset election. Following a reset election, the minimum quarterly distribution amount will be reset to the reset minimum quarterly distribution amount, and the target distribution levels will be reset to correspondingly higher levels based on the same percentage increases above the reset minimum quarterly distribution amount.

In connection with resetting these target distribution levels, Höegh LNG will be entitled to receive a number of common units equal to that number of common units whose aggregate quarterly cash distributions equaled the average of the distributions to Höegh LNG on the incentive distribution rights in the prior fiscal quarter. We anticipate that Höegh LNG would exercise this reset right in order to facilitate acquisitions or internal growth projects that would not be sufficiently accretive to cash distribution per common unit without such conversion; however, it is possible that Höegh LNG could exercise this reset election at a time when it is experiencing, or may be expected to experience, declines in the cash distributions it receives related to its incentive distribution rights and may therefore desire to be issued our common units, rather than retain the right to receive incentive distributions based on the initial target distribution levels. As a result, a reset election may cause our common unitholders to experience dilution in the amount of cash distributions that they would have otherwise received had we not issued additional common units to Höegh LNG in connection with resetting the target distribution levels related to its incentive distribution rights.

***We may issue additional equity securities, including securities senior to the common units, without your approval, which would dilute your ownership interests.***

We may, without the approval of our unitholders, issue an unlimited number of additional units or other equity securities. In addition, we may issue an unlimited number of units that are senior to the common units in right of distribution, liquidation and voting. The issuance by us of additional common units or other equity securities of equal or senior rank will have the following effects:

- our unitholders' proportionate ownership interest in us will decrease;
- the amount of cash available for distribution on each unit may decrease;
- because a lower percentage of total outstanding units will be subordinated units, the risk that a shortfall in the payment of the minimum quarterly distribution will be borne by our common unitholders will increase;
- because the amount payable to holders of incentive distribution rights is based on a percentage of total available cash, the distributions to holders of incentive distribution rights will increase even if the per unit distribution on the common units remains the same;
- the relative voting strength of each previously outstanding unit may be diminished; and
- the market price of the common units may decline.

***Upon the expiration of the subordination period, the subordinated units will convert into common units and will then participate pro rata with other common units in distributions of available cash.***

During the subordination period, the common units will have the right to receive distributions of available cash from operating surplus in an amount equal to the minimum quarterly distribution of \$0.3375 per unit, plus any arrearages in the payment of the minimum quarterly distribution on the common units from prior quarters, before any distributions of available cash from operating surplus may be made on the subordinated units. Distribution arrearages do not accrue on the subordinated units. The purpose of the subordinated units is to increase the likelihood that during the subordination period there will be available cash from operating surplus to be distributed on the common units. Upon the expiration of the subordination period, the subordinated units will convert into common units and will then participate pro rata with other common units in distributions of available cash.

***In establishing cash reserves, our board of directors may reduce the amount of cash available for distribution to you.***

Our partnership agreement requires our general partner to deduct from operating surplus cash reserves that it determines are necessary to fund our future operating expenditures. These reserves also will affect the amount of cash available for distribution to our unitholders. Our board of directors may establish reserves for distributions on the subordinated units, but only if those reserves will not prevent us from distributing the full minimum quarterly distribution, plus any arrearages, on the common units for the following four quarters. As described above in “—Risks Inherent in Our Business—We must make substantial capital expenditures to maintain and replace the operating capacity of our fleet, which will reduce our cash available for distribution. In addition, each quarter we will be required, pursuant to our partnership agreement, to deduct estimated maintenance and replacement capital expenditures from operating surplus, which may result in less cash available to unitholders than if actual maintenance and replacement capital expenditures were deducted,” our partnership agreement requires our board of directors each quarter to deduct from operating surplus estimated maintenance and replacement capital expenditures, as opposed to actual maintenance and replacement capital expenditures, which could reduce the amount of available cash for distribution. The amount of estimated maintenance and replacement capital expenditures deducted from operating surplus is subject to review and change by our board of directors at least once a year, with the approval of the conflicts committee of our board of directors.

***Our general partner has a limited call right that may require you to sell your common units at an undesirable time or price.***

If at any time our general partner and its affiliates own more than 80% of the common units, our general partner will have the right, which it may assign to any of its affiliates or to us, but not the obligation, to acquire all, but not less than all, of the common units held by unaffiliated persons at a price not less than the then-current market price of our common units. Our general partner is not obligated to obtain a fairness opinion regarding the value of the common units to be repurchased by it upon the exercise of this limited call right. As a result, you may be required to sell your common units at an undesirable time or price and may not receive any return on your investment. You may also incur a tax liability upon a sale of your units.

Høegh LNG, which owns and controls of our general partner, owns approximately 10.7% of our common units. At the end of the subordination period, assuming no additional issuances of common units, and the conversion of our subordinated units into common units, Høegh LNG will own approximately 46.4% of our common units.

***Unitholders may not have limited liability if a court finds that unitholder action constitutes control of our business.***

As a limited partner in a limited partnership organized under the laws of the Marshall Islands, you could be held liable for our obligations to the same extent as a general partner if you participate in the “control” of our business. Our general partner generally has unlimited liability for the obligations of the Partnership, such as its debts and environmental liabilities. In addition, the limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in some jurisdictions in which we do business.

***We can borrow money to make cash distributions, which would reduce the amount of credit available to operate our business.***

Our partnership agreement allows us to make working capital borrowings to make cash distributions. Accordingly, if we have available borrowing capacity, we can make cash distributions on all our units even though cash generated by our operations may not be sufficient to pay such distributions. Any working capital borrowings by us to make cash distributions will reduce the amount of working capital borrowings we can make for operating our business.

***Increases in interest rates may cause the market price of our common units to decline.***

An increase in interest rates may cause a corresponding decline in demand for equity investments in general and in particular for yield based equity investments such as our common units. Any such increase in interest rates or reduction in demand for our common units resulting from other relatively more attractive investment opportunities may cause the trading price of our common units to decline.

***Unitholders may have liability to repay distributions.***

Under some circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under the Marshall Islands Act, we may not make a distribution to you if, after giving effect to the distribution, our liabilities, other than liabilities to partners on account of their partnership interest and liabilities for which the recourse of creditors is limited to specified property of ours, exceed the fair value of our assets, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited will be included in our assets only to the extent that the fair value of that property exceeds that liability. Marshall Islands law provides that for a period of three years from the date of the impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Marshall Islands law will be liable to the limited partnership for the distribution amount. Assignees who become substituted limited partners are liable for the obligations of the assignor to make contributions to the limited partnership that are known to the assignee at the time it became a limited partner and for unknown obligations if the liabilities could be determined from our partnership agreement.

***We are an “emerging growth company” and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common units less attractive to investors.***

We are an “emerging growth company,” as defined in the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies.” These provisions include an exemption from the auditor attestation requirement in the assessment of the emerging growth company’s internal control over financial reporting and an exemption from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to our auditor’s report in which the auditor would be required to provide additional information about the audit and our financial statements. For as long as we take advantage of the reduced reporting obligations, the information that we provide unitholders may be different than information provided by other public companies. We cannot predict if investors will find our common units less attractive because we may rely on these exemptions. If some investors find our common units less attractive as a result, there may be a less active trading market for our common units and our unit price may be more volatile. Furthermore, if we fail to successfully remediate the material weaknesses in our internal control over financial reporting as described in “Item 15. Controls and Procedures” or to create and maintain an effective system of internal controls and disclosure controls in the future, we may not be able to accurately report our financial results or prevent fraud. Please read “—Risks Related to Our Business—We face risks relating to our ineffective internal control over financial reporting.”

## **Tax Risks**

In addition to the following risk factors, you should read “Item 4.B. Business Overview—Taxation of Partnership” and “Item 10.E. Taxation” for a more complete discussion of the expected material U.S. federal and non-U.S. income tax considerations relating to us and the ownership and disposition of our common units.

***We are subject to taxes, which reduces our cash available for distribution to you.***

Some of our subsidiaries will be subject to tax in the jurisdictions in which they are organized or operate, reducing the amount of cash available for distribution. In computing our tax obligation in these jurisdictions, we are required to take various tax accounting and reporting positions on matters that are not entirely free from doubt and for which we have not received rulings from the governing authorities. We cannot assure you that upon review of these positions the applicable authorities will agree with our positions. A successful challenge by a tax authority could result in additional tax imposed on our subsidiaries, further reducing the cash available for distribution. In addition, changes in our operations could result in additional tax being imposed on us, our operating company or our or its subsidiaries in jurisdictions in which operations are conducted. Moreover, tax regulation and reporting requirements for value added taxes, withholding taxes and corporate income taxes are complex in Indonesia, Colombia and many of the countries where we operate. Tax regulations, guidance and interpretation in emerging markets may not always be clear and may be subject to alternative interpretations or changes in interpretation over time. In particular, Indonesia and Colombia have complex tax regulations and reporting requirements, which if not properly applied, could result in penalties that could be significant, which could also harm our business and ability to make cash distributions to our unitholders. Please read “Item 4.B. Business Overview—Taxation of the Partnership.”

***A change in tax laws in any country in which we operate could adversely affect us.***

Tax laws and regulations are highly complex and subject to interpretation. Consequently, we and our subsidiaries are subject to changing tax laws, treaties and regulations in and between countries in which we operate. Our tax expense is based on our interpretation of the tax laws in effect at the time the expense was incurred. A change in tax laws, treaties or regulations, or in the interpretation thereof, could result in a materially higher tax expense or a higher effective tax rate on our earnings. Such changes may include measures enacted in response to the ongoing initiatives in relation to fiscal legislation at an international level, such as the Action Plan on Base Erosion and Profit Shifting of the Organization for Economic Co-operation and Development.

***U.S. tax authorities could treat us as a “passive foreign investment company,” which would have adverse U.S. federal income tax consequences to U.S. unitholders.***

A non-U.S. entity treated as a corporation for U.S. federal income tax purposes will be treated as a “passive foreign investment company” (“PFIC”) for U.S. federal income tax purposes for any taxable year in which at least 75.0% of its gross income consists of “passive income” or at least 50.0% of the average value of its assets (based on the average of the values at the end of each quarter) produce, or are held for the production of, “passive income.” For purposes of these tests, “passive income” includes dividends, interest, gains from the sale or exchange of investment property, and rents and royalties other than rents and royalties that are received from unrelated parties in connection with the active conduct of a trade or business. For purposes of these tests, income derived from the performance of services does not constitute “passive income.” U.S. shareholders of a PFIC are subject to a disadvantageous U.S. federal income tax regime with respect to the income derived by the PFIC, certain distributions they receive from the PFIC, and the gain, if any, they derive from the sale or other disposition of their interests in the PFIC.

Based on our current and projected method of operation, we believe that we were not a PFIC for any prior taxable year, and we expect that we will not be treated as a PFIC for the current or any future taxable year. We believe that more than 25.0% of our gross income for each taxable year was or will be nonpassive income, and more than 50.0% of the average value of our assets for each such year was or will be held for the production of such nonpassive income. This belief is based on certain valuations and projections regarding our assets, income and charters, and its validity is conditioned on the accuracy of such valuations and projections. While we believe these valuations and projections to be accurate, the shipping market is volatile and no assurance can be given that they will continue to be accurate at any time in the future.

Moreover, there are legal uncertainties involved in determining whether the income derived from time-chartering activities constitutes rental income or income derived from the performance of services. In *Tidewater Inc. v. United States*, 565 F.3d 299 (5th Cir. 2009), the United States Court of Appeals for the Fifth Circuit (the “Fifth Circuit”) held that income derived from certain time-chartering activities should be treated as rental income rather than services income for purposes of a provision of the Code relating to foreign sales corporations. In that case, the Fifth Circuit did not address the definition of passive income or the PFIC rules; however, the reasoning of the case could have implications as to how the income from a time charter would be classified under such rules. If the reasoning of this case were extended to the PFIC context, the gross income we derive or are deemed to derive from our time-chartering activities may be treated as rental income, and we would likely be treated as a PFIC. In published guidance, the Internal Revenue Service (“IRS”), stated that it disagreed with the holding in *Tidewater*, and specified that time charters similar to those at issue in the case should be treated as service contracts. We have not sought, and we do not expect to seek, an IRS ruling on the treatment of income generated from our time-chartering activities. As a result, the IRS or a court could disagree with our position. No assurance can be given that this result will not occur.

In addition, although we intend to conduct our affairs in a manner to avoid, to the extent possible, being classified as a PFIC with respect to any taxable year, we cannot assure you that the nature of our operations will not change in the future and that we will not become a PFIC in the future. If the IRS were to find that we are or have been a PFIC for any taxable year (and regardless of whether we remain a PFIC for subsequent taxable years), our U.S. unitholders would face adverse U.S. federal income tax consequences. Please read “Item 10.E Taxation—U.S. Federal Income Taxation of U.S. Holders—PFIC Status and Significant Tax Consequences” for a more detailed discussion of the U.S. federal income tax consequences to U.S. unitholders if we are treated as a PFIC.

***We may have to pay tax on U.S. source income, which would reduce our cash flow.***

Under the Code, U.S. source gross transportation income generally is subject to a 4.0% U.S. federal income tax without allowance for deduction of expenses unless an exemption from tax applies under Section 883 of the Code and the existing final and temporary regulations promulgated thereunder (“Treasury Regulations”). U.S. source gross transportation consists of 50.0% of the gross shipping income that a vessel-owning or chartering corporation, such as ourselves, derives (either directly or through one or more subsidiaries that are classified as partnerships or disregarded as entities separate from such corporation for U.S. federal income tax purposes) and that is attributable to transportation that either begins or ends, but that does not both begin and end, in the United States.

We believe that we and our vessel-owning subsidiaries currently qualify and we expect that we will continue to qualify for the foreseeable future, for an exemption from U.S. tax on any U.S. source gross transportation income under Section 883 of the Code, and we expect to take this position for U.S. federal income tax reporting purposes. Please read “Item 4.B— Business Overview—Taxation of the Partnership.” However, there are factual circumstances, including some that may be beyond our control, which could cause us to lose the benefit of this tax exemption. In addition, our position that we qualify for this exemption is based upon legal authorities that do not expressly contemplate an organizational structure such as ours; specifically, although we have elected to be treated as a corporation for U.S. federal income tax purposes, we are organized as a limited partnership under Marshall Islands law. Therefore, we can give no assurance that the IRS will not take a different position regarding our qualification for this tax exemption.

If we or our subsidiaries are not entitled to this exemption under Section 883 of the Code for any taxable year, we generally would be subject to a 4.0% U.S. federal gross income tax on our U.S. source gross transportation income for such year. Our failure to qualify for the exemption under Section 883 of the Code could have a negative effect on our business and would result in decreased earnings available for distribution to our unitholders.

The vessels in our fleet do not currently engage, and we do not expect that they will in the future engage, in transportation that begins and ends in the United States or in the provision of regasification or storage services in the United States. If, notwithstanding this expectation, our subsidiaries earn income in the future from transportation that begins and ends in the United States, or from regasification or storage activities in the United States, that income would not be exempt from U.S. federal income tax under Section 883 of the Code and would be subject to a 35% net income tax in the United States (and the after-tax earnings attributable to such income may be subject to an additional 30% branch profits tax). Please read “Item 4.B Business Overview—Taxation of the Partnership—United States Taxation—The Section 883 Exemption” for a more detailed discussion of the rules relating to qualification for the exemption under Section 883 of the Code and the consequences for failing to qualify for such an exemption.

***You may be subject to income tax in one or more non-U.S. jurisdictions, including the United Kingdom and Norway, as a result of owning our common units if, under the laws of any such jurisdiction, we are considered to be carrying on business there. Such laws may require you to file a tax return with, and pay taxes to, those jurisdictions.***

We conduct our affairs and cause or influence each of our subsidiaries to operate its business in a manner that minimizes income taxes imposed upon us and our subsidiaries and that may be imposed upon you as a result of owning our common units. However, because we are organized as a limited partnership, there is a risk in some jurisdictions, including the United Kingdom and Norway, that our activities or the activities of our subsidiaries may be attributed to our unitholders for tax purposes if, under the laws of such jurisdiction, we are considered to be carrying on business there. If you are subject to tax in any such jurisdiction, you may be required to file a tax return with, and to pay tax in, that jurisdiction based on your allocable share of our income. We may be required to reduce distributions to you on account of any tax withholding obligations imposed upon us by that jurisdiction in respect of such allocation to you. The United States may not allow a tax credit for any foreign income taxes that you directly or indirectly incur by virtue of an investment in us.

We believe we can conduct our affairs in a manner that does not result in our unitholders being considered to be carrying on business in the United Kingdom or Norway solely as a consequence of the acquisition, ownership, disposition or redemption of our common units. However, the question of whether either we or any of our subsidiaries will be treated as carrying on business in any jurisdiction, including the United Kingdom and Norway, will be largely a question of fact to be determined through an analysis of contractual arrangements, including the ship management agreements that our joint ventures and subsidiaries have entered into with Höegh LNG Management, the sub-technical support agreement that Höegh Norway has entered into with Höegh LNG Management, the administrative service agreement we have entered into with our operating company and Höegh UK, the administrative service agreement our operating company has entered into with Leif Höegh UK and the administrative service agreements Höegh UK has entered into with Höegh Norway and with Leif Höegh UK, as well as through an analysis of the manner in which we conduct business or operations, all of which may change over time. Furthermore, the laws of the United Kingdom, Norway or any other jurisdiction may also change, which could cause that jurisdiction’s taxing authorities to determine that we are carrying on business in such jurisdiction and that we or our unitholders are subject to its taxation laws. In addition to the potential for taxation of our unitholders, any additional taxes imposed on us or any of our subsidiaries will reduce our cash available for distribution.

## Item 4. Information on the Partnership

### A. History and Development of the Partnership

Höegh LNG Partners LP is a publicly-traded limited partnership formed initially by Höegh LNG Holdings Ltd. (Oslo Børs symbol: HLNG), a leading floating LNG service provider, to own, operate and acquire floating storage and regasification units (“FSRUs”), LNG carriers and other LNG infrastructure assets under long-term charters, which we define as charters of five or more years.

At the closing of our initial public offering (“IPO”) in August 2014, Höegh LNG contributed interests in our initial fleet of three modern FSRUs to us.

On October 1, 2015, we acquired 100% of the shares of Höegh FSRU III, the entity that indirectly owns the FSRU *Höegh Gallant*. On January 3, 2017, we closed the acquisition of a 51% ownership interest in Höegh Colombia Holding, the entity that owns Höegh FSRU IV and Höegh Colombia, the entities that own and operate the FSRU *Höegh Grace* (together with Höegh Colombia Holding, the “*Höegh Grace* entities”).

As of March 31, 2017, we had a fleet of five FSRUs. Our fleet consists of interests in the following vessels:

- a 50% interest in the *Neptune*, an FSRU built in 2009 that is currently operating under a time charter with GDF Suez, a subsidiary of ENGIE, a French publicly listed, government-backed, electric utility company, that expires in 2029, with an option to extend for up to two additional periods of five years each;
- a 50% interest in the *GDF Suez Cape Ann*, an FSRU built in 2010 that is currently operating under a time charter with GDF Suez that expires in 2030, with an option to extend for up to two additional periods of five years each;
- a 100% economic interest in the *PGN FSRU Lampung*, an FSRU built in 2014 that is currently operating under a time charter with PGN LNG, a subsidiary of an Indonesian publicly listed, government-controlled, gas and energy company that constructs gas pipelines and infrastructure and distributes and transmits natural gas to industrial, commercial and household users. The time charter expires in 2034, with options to extend the time charter either for an additional 10 years or for up to two additional periods of five years each;
- a 100% interest in the *Höegh Gallant*, an FSRU built in 2014 that is currently operating under a time charter with EgyptCo, a subsidiary of Höegh LNG, that expires in 2020. In addition, we have an option agreement pursuant to which we have the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025; and
- a 51% interest in *Höegh Grace*, an FSRU delivered in 2016 that is currently operating under a time charter with SPEC. SPEC is owned 51% by Promigas S.A. ESP, a Colombian company focused on the transportation and distribution of natural gas, and 49% by private equity investors. The non cancellable charter period is 10 years. The initial term of the charter is 20 years. However, each party has an unconditional option to cancel the charter after 10 and 15 years without a penalty. However, if SPEC waives its right to terminate in year 10 within a certain deadline, we will not be able to exercise our right to terminate in year 10.

We were formed on April 28, 2014 as a Marshall Islands limited partnership and have our principal executive offices at Wessex House, 5th Floor, 45 Reid Street, Hamilton, Bermuda.

### Capital Expenditures

Our capital expenditures amounted to \$0.5 million, \$1.0 million and \$172.3 million for the years ended December 31, 2016, 2015 and 2014 respectively. The capital expenditures for 2014 are mainly related to the *PGN FSRU Lampung* which was delivered from the shipyard in April 2014, after being under construction during 2013 and 2012.

### B. Business Overview

#### General

We own and operate FSRUs, under long-term charters, which we define as charters of five or more years. Our primary business objective is to increase quarterly distributions per unit over time by making accretive acquisitions of FSRUs, LNG carriers and other LNG infrastructure assets with long-term charters.

We intend to leverage our relationship with Høegh LNG to make accretive acquisitions of FSRUs, LNG carriers and other LNG infrastructure assets with long-term charters from Høegh LNG and third parties. Pursuant to the omnibus agreement we have entered into with Høegh LNG, we have a right to purchase from Høegh LNG any FSRU or LNG carrier operating under a charter of five or more years. We cannot assure you that we will make any particular acquisition or that as a consequence we will successfully grow the amount of our per unit distributions. Among other things, our ability to acquire additional FSRUs, LNG carriers and other LNG infrastructure assets will be dependent upon our ability to raise additional equity and debt financing.

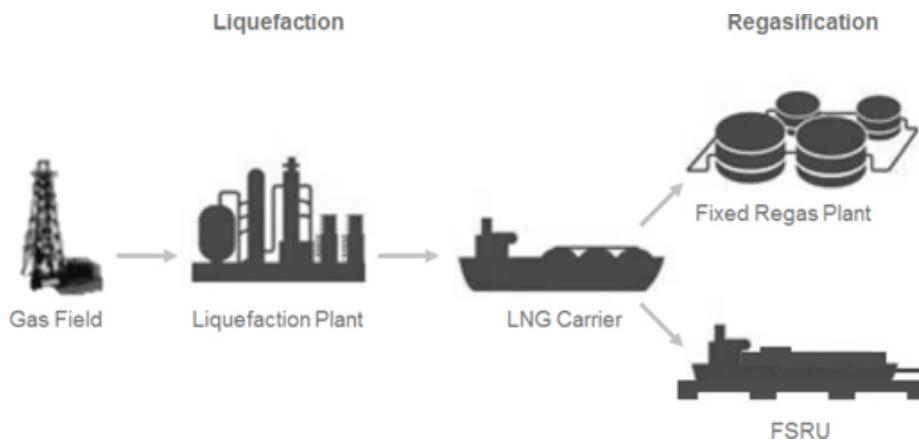
### Natural Gas and Liquefied Natural Gas

Natural gas is used to generate electric power, for industrial use and it is finding increasing application as a transportation fuel. The low carbon intensity and clean burning characteristics of natural gas contribute to the view that natural gas has the lowest environmental impact of hydrocarbon fuels.

The LNG trade developed from a need to transport natural gas over long distances with greater flexibility than is allowed by its movement via pipelines. Condensing natural gas into liquid form reduces its volume by a factor of over 600, making LNG an efficient means of transporting and storing natural gas in significant quantities. LNG is natural gas (predominantly methane (CH<sub>4</sub>)) that has been converted to liquid form by cooling it to -160 degrees centigrade under compression.

The processing of natural gas, transportation of LNG and regasification process requires specialized technologies, complex liquefaction processes and cryogenic materials. The specially built carriers in which LNG is transported have heavily insulated cargo tanks that maintain cryogenic temperatures by allowing a small portion of LNG to evaporate as boil-off gas.

LNG projects are capital intensive. LNG project sponsors are typically large international oil and gas companies often partnering with national oil and gas companies on the export side of the chain. The importers of LNG are typically large, regulated natural gas companies or power utilities. The diagram below shows the flow of natural gas and LNG from production to regasification:



### Floating Regasification Vessels

Traditionally, the import of LNG and its regasification has been done in land based terminals. However, the interest in and use of floating import and regasification solutions is increasing.

Floating regasification vessels may be called shuttle and regas vessels (“SRVs”) or LNG regas vessels (“LNGRVs”) but are more commonly referred to as FSRUs or Floating Storage and Regasification Units. FSRU technology represents a flexible, proven, expedient and cost effective means of allowing countries or regions to import LNG.

The underlying technology used in an FSRU is that of heat exchange between LNG and a warm fluid resulting in vaporization of the LNG into the gaseous state for delivery to shore. The fluid may either be seawater—often referred to as open loop vaporization—or recirculated water heated by a natural gas fired boiler on the FSRU itself—often referred to as closed loop vaporization. Vaporization capacity varies by vessel and is typically specified as a combination of continuous vaporization capacity (base capacity) and peak vaporization capacity (peak capacity). The vaporized LNG is replenished by delivery of LNG into the FSRU by LNG carriers serving as feeder vessels.

Key benefits of FSRU technology include:

- *Speed.* Planning, siting, permitting and constructing a traditional, land based LNG terminal typically requires five to six years. In comparison, FSRU projects typically take less than 24 months to execute, and have been implemented in as little as six months.
- *Reduced Costs.* FSRUs are considerably less capital intensive than a land based LNG terminal, where even small terminals can cost upwards of \$600 million. More importantly, the providers of FSRUs are prepared to retain ownership of their vessels and charter them to the importing company for a short, medium or long term period, avoiding the need for major capital outlays and corresponding financing requirements.
- *Greater Cost Certainty.* An importer has greater clarity on fees for regasification services and delivery of gas with an FSRU as compared to a land based LNG terminal, which may be more likely to face construction cost overruns and uncertainty around terminal throughput fees.
- *Operational Flexibility.* FSRU operators have entered into agreements as short as three years, whereas land based LNG terminals often require long term commitments of 15 years or more.
- *Market Flexibility.* Some FSRUs can also be operated as conventional LNG carriers and owners have been prepared to build such vessels on a speculative basis. This has made FSRU technology flexible in terms of being generic and able to meet different market needs and finding solutions to terminal location challenges.

However, FSRUs are not without limitations and constraints. Land-based terminals typically have larger storage capacity and potentially larger gas send out capacities than FSRUs, especially FSRUs that are a result of LNG carrier conversions. This disadvantage could be partially mitigated by using multiple FSRUs. Greater storage capacity of land-based terminals facilitate faster cargo offload in a situation when storage tanks are partially full. The boil-off rate of an FSRU is higher than that of a land based terminals, and boil-off gas that cannot be used for fuel or regas purposes has to be flared in the gas combustion unit. The limitations on the physical size of an FSRU prevent it from having as much redundancy of vaporization equipment as a land-based terminal. As a result, an FSRU is more vulnerable to equipment outages, and thus requires the FSRU provider to hold very high standards regarding operations and maintenance. A technical problem with an FSRU could require a visit to drydock, which would result in a loss of service.

### **Our Relationship with Höegh LNG**

We believe that one of our principal strengths is our relationship with Höegh LNG (Oslo Børs symbol: HLNG). With a track record dating back to the delivery of the world's first Moss-type LNG carrier in 1973, we believe that Höegh LNG is one of the most experienced operators of LNG carriers, and one of only five operators of FSRUs in the world and has one of the largest FSRU fleets in operation and under construction. Our affiliation with Höegh LNG gives us access to Höegh LNG's long-standing relationships with leading oil and gas companies, utility companies, shipbuilders, financing sources and suppliers, which we believe will allow us to compete more effectively when seeking additional long-term charters for FSRUs, LNG carriers and other LNG infrastructure assets. In addition, we believe Höegh LNG's more than 40-year track record of providing LNG services and its technical, commercial and managerial expertise, including its leadership in the development of floating liquefaction solutions, will enable us to continue to maintain the high utilization of our fleet to preserve our stable cash flows. We cannot assure you that our relationship with Höegh LNG will lead to high fleet utilization rates or stable cash flows in the future.

### **Business Strategies**

Our primary business objective is to increase quarterly distributions per unit over time by executing the following strategies:

- *Focus on FSRU Newbuilding Acquisitions.* We intend to acquire newbuilding FSRUs on long-term charters, which we believe generally offer greater flexibility than FSRUs based on retrofitted, first generation LNG carriers. Newbuilding FSRUs have superior fuel efficiency, improved storage performance and larger capacity than retrofitted, first-generation LNG carriers. Their larger capacity allows for a full cargo from a comparably sized, modern-day LNG carrier to be offloaded in a single transfer, and this streamlines logistics. We may also acquire retrofitted LNG carriers if such vessels are converted from modern LNG carriers with comparable and logistical benefits. In addition, Höegh LNG has strong customer relationships deriving from its ability to work alongside customers on their vessel design and infrastructure needs. Moreover, Höegh LNG pursues a strategy of maintaining one or more uncontracted newbuilding vessels on order so it can provide its customers an FSRU with minimum lead time. We believe that Höegh LNG's ability to offer newbuild vessels promptly and its engineering expertise make it an operator of choice for projects that require rapid execution, complex engineering or unique specifications. This, in turn, enhances the growth opportunities available to us.

- **Pursue Strategic and Accretive Acquisitions of FSRUs, LNG Carriers and Other LNG Infrastructure Assets on Long-Term, Fixed-Rate Charters with Strong Counterparties.** We will seek to leverage our relationship with Höegh LNG to make strategic and accretive acquisitions. Pursuant to the omnibus agreement that we have entered into with Höegh LNG, we have the right to purchase FSRUs or LNG carriers under a charter of five or more years. We also intend to take advantage of business opportunities and market trends in the LNG transportation industry to grow our assets through third-party acquisitions of FSRUs, LNG carriers and other LNG infrastructure assets under long-term charters.
- **Expand Global Operations in High-Growth Regions.** We will seek to capitalize on opportunities emerging from the global expansion of LNG production activity and the need to provide flexible regasification solutions in areas which require natural gas imports. We believe that Höegh LNG's position as one of five FSRU owners and operators in the world, more than 40-year operational track record and strong customer relationships will enable us to have early access to new projects worldwide.
- **Enhance and Diversify Customer Relationships Through Continued Operating Excellence and Technological Innovation.** We intend to maintain and grow our cash flows by focusing on strong customer relationships and actively seeking the extension and renewal of existing charters, entering into new long-term charters with current customers, and identifying new business opportunities with other creditworthy charterers. We believe our customer relationships are enhanced by our ability to provide expert technical advice to our customers through Höegh LNG's in-house engineering department, which in turn enables us to be directly involved in our customers' project development processes. We will continue to incorporate safety, health, security and environmental stewardship into all aspects of vessel design and operation in order to satisfy our customers and comply with national and international rules and regulations. We believe that Höegh LNG's operational expertise, recognized position, and track record in floating LNG infrastructure services will position us favorably to capture additional commercial opportunities in the FSRU and LNG sectors.

We can provide no assurance, however, that we will be able to implement our business strategies described above or that the business strategies discussed above will increase our quarterly distributions. For further discussion of the risks that we face, please read "Item 3.D. Risk Factors."

## Our Fleet

### Our Current Fleet

As of March 31, 2017, our fleet consists of interests in the following vessels:

- a 50% interest in the *Neptune*, an FSRU built in 2009 that is currently operating under a time charter with GDF Suez that expires in 2029, with an option to extend for up to two additional periods of five years each;
- a 50% interest in the *GDF Suez Cape Ann*, an FSRU built in 2010 that is currently operating under a time charter with GDF Suez that expires in 2030, with an option to extend for up to two additional periods of five years each;
- a 100% economic interest in the *PGN FSRU Lampung*, an FSRU built in 2014 that is currently operating under a time charter with PGN LNG that expires in 2034, with options to extend either for an additional 10 years or for up to two additional periods of five years each;
- a 100% interest in the *Höegh Gallant*, an FSRU built in 2014 that is currently operating under a time charter with EgyptCo, a subsidiary of Höegh LNG, that expires in 2020. EgyptCo has a time charter agreement with the government-owned Egyptian Natural Gas Holding Company ("EGAS") that expires in 2020. In addition, we have an option agreement pursuant to which we have the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025; and
- a 51% interest in *Höegh Grace*, an FSRU built in 2016 that is currently operating under a time charter with SPEC. The non cancellable charter period is 10 years. The initial term of the charter is 20 years. However, each party has an unconditional option to cancel the charter after 10 and 15 years without penalty. However, if SPEC waives its right to terminate in year 10 within a certain deadline, we will not be able to exercise our right to terminate in year 10.

Both the *Neptune* and the *GDF Suez Cape Ann* are owned in joint ventures with MOL and TLT, which own in the aggregate 50% of each joint venture. For a description of the joint venture agreements governing our joint ventures, please read “Item 4.B. Business Overview—Shareholder Agreements.” The *PGN FSRU Lampung* is 49% owned by one of our subsidiaries and 51% owned by PT Bahtera Daya Utama (“PT Bahtera”), an Indonesian subsidiary of PT Imeco Inter Sarana, which provides products and services for various energy and infrastructure projects. Due to local Indonesian regulations, we are required to have a local Indonesian joint venture partner (e.g., PT Bahtera). However, we have a 100% economic interest in the *PGN FSRU Lampung*. For a description of the agreements related to this arrangement, please read “—Shareholder Agreements—PT Höegh Shareholders’ Agreement.” The *Höegh Grace* is owned by Höegh FSRU IV, which is indirectly owned 51% by us and 49% by Höegh LNG. For a description of the material provisions of the amended and restated memorandum and articles of association of Höegh Colombia Holding, the owner of Höegh FSRU IV, please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Grace*.”

The following table provides information about our five FSRUs:

FSRU	Our Economic Interest	Capacity (cbm)	Maximum send out capacity (MMscf/d)	Location of operation	Charter commencement	Charterer	Charter Expiration	Charter extension option period
<i>Neptune</i>	50%	145,000	750	Turkey	November 2009	GDF Suez	2029	Five years plus five years
<i>GDF Suez Cape Ann</i>	50%	145,000	750	Various	June 2010	GDF Suez	2030	Five years plus five years
<i>PGN FSRU Lampung</i>	100%	170,000	360	Indonesia	July 2014	PGN LNG	2034	Five or 10 years(1)
<i>Höegh Gallant</i>	100%	170,000	500	Egypt	April 2015	EgyptCo (2)	2020	n/a
<i>Höegh Grace</i>	51%	170,000	500	Colombia	December 2016	SPEC	2036(3)	n/a

- (1) After the initial term, PGN LNG has the choice to extend the term by either five years or 10 years. If PGN LNG extends the term by five years, it subsequently may extend the term by another five years.
- (2) Pursuant to an option agreement, the Partnership has the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025.
- (3) The non cancellable term is 10 years. The initial term is 20 years. However, each party has an unconditional option to cancel the charter after 10 and 15 years without penalty. However, if SPEC waives its right to terminate in year 10 within a certain deadline, we will not be able to exercise our right to terminate in year 10.

As of December 31, 2016, the *Neptune*, the *GDF Suez Cape Ann*, the *PGN FSRU Lampung*, the *Höegh Gallant* and the *Höegh Grace* were approximately 7.2 years old, 6.6 years old, 2.8 years old, 2.2 years old and 0.8 year old, respectively. FSRUs are generally designed to have a lifespan of approximately 40 years.

The *Neptune* was intended to be used as a floating LNG import terminal in Boston. Since December, 2016, the *Neptune* has been operating as the first FSRU in the Turkish market at the Etki Terminal near the port of Aliaga in Izmir province on the west coast of Turkey. Prior to that, the *Neptune* was used as an LNG carrier, delivering LNG from Trinidad to Boston, Spain, Asia and other locations. From November 2013 to January 2017, the *GDF Suez Cape Ann* was sub-chartered and employed as China's first FSRU, located in Tianjin outside Beijing. At the completion of the sub-charter, the *GDF Suez Cape Ann* returned to the charterer's LNG carrier pool. At the time of construction, both the *Neptune* and the *GDF Suez Cape Ann* were the most advanced FSRUs ever built in terms of regasification technology, power generation and thermal insulation. In addition, the vessels received the "Green Passport" from Det Norske Veritas GL certifying the environmental considerations taken when constructing, operating and ultimately when disposing of the vessel.

The *PGN FSRU Lampung* is located offshore in the Lampung province at the southeast coast of Sumatra, Indonesia. The vessel is moored at a purpose-built mooring system built by a subcontractor of Höegh LNG, subsequently sold to PGN LNG and located approximately 16 kilometers offshore.

The FSRU *Höegh Gallant* is operating as an LNG import terminal at Ain Sokhna port, located on the Red Sea in Egypt. The *Höegh Gallant* was delivered from the shipyard in November 2014 and employed as an LNG carrier until mid-January 2015 when it entered the shipyard for minor modifications required for the contract with EGAS.

The *Höegh Grace* is operating as an LNG import terminal in the port of Cartagena on the Atlantic coast of Colombia. The *Höegh Grace* was delivered from the shipyard in March 2016 and employed as an LNG carrier by SPEC from June to October 2016.

Each of the *Neptune*, the *GDF Suez Cape Ann*, the *PGN FSRU Lampung*, the *Höegh Gallant* and the *Höegh Grace* has a reinforced membrane-type cargo containment system that facilitates offshore loading operations.

#### ***Additional FSRUs***

Pursuant to the contribution, purchase and sale agreement the Partnership entered into with Höegh LNG with respect to the acquisition of 51% of the ownership interests in the *Höegh Grace* entities, the Partnership has a right of first offer to purchase the remaining 49% interest.

Pursuant to the omnibus agreement we entered into with Höegh LNG at the time of the IPO, Höegh LNG is obligated to offer to the Partnership any FSRU or LNG carrier operating under a charter of five or more years.

Accordingly, the Partnership has, or may in the future have, the opportunity to acquire the FSRUs listed below.

On May 26, 2015, Höegh LNG signed a contract with Octopus LNG SpA, subsequently renamed, Penco LNG, to provide an FSRU to service the Penco-Lirquén LNG import terminal to be located in Concepción Bay, Chile. The contract is for a period of 20 years and is subject to Penco LNG's completing financing and obtaining necessary environmental approvals. In February 2017, Penco LNG informed Höegh LNG that the environmental approval had been temporarily halted by the legal system in Chile which is likely to delay completion of the infrastructure and the commencement of the FSRU contract. Höegh LNG is expected to service the contract with *HHI Hull No. 2865* currently being constructed by Hyundai Heavy Industries Co. Ltd. ("HHI").

On December 1, 2016, Höegh LNG signed an FSRU contract with Quantum Power Ghana Gas Limited ("Quantum Power") for the Tema LNG import terminal located close to Accra in Ghana ("Tema LNG Project"). The Tema LNG Project is supported by Ghana National Petroleum Corporation (GNPC), Ghana's national oil and gas company. The contract is for a period of 20 years with a five year extension option for the charterer. The contract is subject to Quantum Power obtaining necessary governmental approvals, financing and both parties' board approval. The infrastructure construction for the project is planned to start mid 2017 and expected delivery time for the FSRU is six to twelve months following commencement of the construction work. Höegh LNG is expected to service the contract with *HHI Hull No. 2552* currently being constructed by HHI. *HHI Hull No. 2552* is scheduled to be delivered in 2018.

On December 15, 2016, Höegh LNG signed an FSRU contract with Global Energy Infrastructure Limited ("GEI") for GEI's LNG import project in Port Qasim near Karachi, Pakistan. Time charter is for a period of 20 years with two five year extension options. GEI has a long-term LNG supply agreement with Qatargas and a consortium agreement that also includes ExxonMobil, Mitsubishi, Total and Höegh LNG. The contract is subject to certain conditions and both parties' board approval. The anticipated start of the FSRU contract is 2018. Höegh LNG is expected to service the contract with *HHI Hull No. 2909* currently being constructed by HHI. The initial period of the GEI charter which is expected to begin in the second half of 2018 is expected to be serviced by an interim FSRU from Höegh LNG's fleet until *HHI Hull No. 2909* is delivered.

Pursuant to the terms of the omnibus agreement, we will have the right to purchase *HHI Hull No. 2865*, *HHI Hull No. 2552* and *HHI Hull No. 2909* following acceptance by the respective charterer of the related FSRU, subject to reaching an agreement with Höegh LNG regarding the purchase price. There can be no assurance that we will purchase any of these additional FSRUs.

Finally, although our option to purchase Höegh LNG's interests in the FSRU *Independence* pursuant to the omnibus agreement has expired, we expect that Höegh LNG would offer us the opportunity to purchase such interests in the event it receives the consent of the charterer of the *Independence*, AB Klapipedòs Nafta ("ABKN"). On December 5, 2014, the *Independence* began operating under its time charter with ABKN. We and Höegh LNG continue to pursue, but have not received ABKN's consent to the acquisition of the *Independence* by the Partnership. The *Independence* is located in the port of Klaipeda and provides Lithuania with the ability to diversify its gas supply by giving it access to the world market for LNG. The *Independence* is moored adjacent to a purpose-built jetty connected to a pipeline connecting to the existing grid in Lithuania.

The following table provides information about the additional FSRUs that we anticipate that we will have the right to purchase from Höegh LNG pursuant to the omnibus agreement or by agreement with Höegh LNG:

FSRU	Capacity (cbm)	Maximum send out capacity (MMscf/d)	Location of operation	Charter commencement	Charterer	Charter Expiration	Charter extension option period
<i>HHI Hull No. 2865(5)</i>	170,000	540	Chile	2019/2020(1)	Penco LNG	(2)	n/a
<i>HHI Hull No. 2552(5)</i>	170,000	750	Ghana	2018(1)	Quantum Power	(3)	(3)
<i>HHI Hull No. 2909(5)</i>	170,000	750	Pakistan	Second Half of 2018(1)	GEI	(4)	(4)
<i>Independence</i>	170,000	384	Lithuania	2014	ABKN	2024	n/a

(1) Expected charter commencement.

(2) The charter is for a period of 20 years. The charter is subject to Penco LNG completing financing and obtaining environmental approvals.

(3) The charter is for a period of 20 years with a five year extension option for the charterer.

(4) The charter is for a period of 20 years with two five year extension options for the charterer.

(5) Höegh LNG has the ability to reallocate particular hulls to different charters/projects.

If Höegh LNG secures a charter of five or more years for one additional newbuilding FSRU, *SHI Hull No. 2220*, to be constructed by Samsung Heavy Industries ("SHI") in South Korea and scheduled for delivery from the shipyard in May 2019, we will have the right to purchase the FSRU from Höegh LNG following acceptance by the charterer pursuant to the omnibus agreement, subject to reaching an agreement with Höegh LNG regarding the purchase price. *SHI Hull No. 2220* will have storage capacity of 170,000 cbm of LNG and a maximum send-out capacity of 750 MMscf/d of regasified LNG.

Please read "Item 7.B. —Related Party Transactions—Omnibus Agreement" for a description of our omnibus agreement.

## Technical Specifications

Each FSRU in our fleet, as well as the *Independence*, *HHI Hull No. 2865*, *HHI Hull No. 2552*, *HHI Hull No. 2909* and *SHI Hull No. 2220*, has or will have the following onboard equipment for the vaporization of LNG and delivery of high-pressure natural gas:

- *High-Pressure Cryogenic Pumps*. Each FSRU has, or will have upon delivery from the shipyard, high-pressure cryogenic pumps, which pressurize the LNG prior to vaporization.
- *Vaporizers*. Each FSRU has, or will have upon delivery from the shipyard, vaporizers, which convert the LNG back to vaporous natural gas using heat generated by either steam boilers or seawater.
- *Dual-Fuel Diesel Electric Propulsion Plant*. Each FSRU has, or will have upon delivery from the shipyard, a dual-fuel diesel electric propulsion plant, which provides the power for the vessel's regasification, propulsion and utility systems.
- *Mooring System*. Each of the *Neptune* and the *GDF Suez Cape Ann* is equipped with a submerged turret loading ("STL") offshore mooring system and can also be moored to a jetty. The *PGN FSRU Lampung* is equipped for mooring to a tower yoke. The *Independence*, the *Höegh Gallant*, the *Höegh Grace*, *HHI Hull No. 2865*, *HHI Hull No. 2552*, *HHI Hull No. 2909* and *SHI Hull No. 2220* are or will be equipped for quay-side mooring.
- *Gas Export System*. The *PGN FSRU Lampung* has an export pipeline on her bow, which is connected via jumper hoses to the tower yoke. The *Independence*, the *Höegh Gallant*, the *Höegh Grace*, *HHI Hull No. 2865*, *HHI Hull No. 2552*, *HHI Hull No. 2909* and *SHI Hull No. 2220* have or will have a high-pressure manifold on the side, to connect to the loading arms on the purpose-built jetties. The *GDF Suez Cape Ann* and *Neptune* have an STL buoy system, but have also been retrofitted with high-pressure gas manifold on the side, which can be connected to loading arms on a jetty.

Each of the *Independence*, *HHI Hull No. 2865*, *HHI Hull No. 2552*, *HHI Hull No. 2909* and *SHI Hull No. 2220* is or will be equipped with the same reinforced membrane-type cargo containment system as our current fleet.

Each of the *Neptune* and the *GDF Suez Cape Ann* has a closed-loop regasification system, where heat for vaporization is generated by steam boilers. The *PGN FSRU Lampung*, the *Höegh Gallant*, the *Höegh Grace* and *HHI Hull No. 2552* have or will have open-loop regasification systems, where heat for vaporization is generated by pumping sea water. The *Independence* and *HHI Hull No. 2865* are equipped to operate using a regasification system that is closed-loop, open-loop or a combination of closed-loop and open-loop, i.e. any mix of seawater and steam heating. *HHI Hull No. 2909* and *SHI Hull No. 2220* will have an open loop regasification system, but will also be prepared for retrofitting with a closed and combined loop system.

Each of the *Neptune*, the *GDF Suez Cape Ann*, the *Höegh Gallant*, the *Independence*, the *Höegh Grace*, *HHI Hull No. 2865*, *HHI Hull No. 2552*, *HHI Hull No. 2909* and *SHI Hull No. 2220* is or will be capable of operating as a conventional LNG carrier.

## Customers

For the years ended December 31, 2016 and 2015, total revenues in the consolidated and combined carve-out statements of income are from EgyptCo and PGN LNG. EgyptCo, a subsidiary of Höegh LNG, has a charter with EGAS. PGN LNG is a subsidiary of PT Perusahaan Gas Negara (Persero) Tbk, an Indonesian publicly listed, government-controlled, gas and energy company that constructs gas pipelines and infrastructure and distributes and transmits natural gas to industrial, commercial and household users. For the year ended December 31, 2014, total revenues in the consolidated and combined carve-out statements of income are from PGN LNG. GDF Suez accounted for 100% of our joint ventures' time charter revenues for the years ended December 31, 2016, 2015 and 2014. GDF Suez is a subsidiary of ENGIE, a French publicly listed, government-backed, electric utility company.

## Vessel Time Charters

Our vessels are provided to the applicable charterer by our joint venture or us, as applicable (each, a "vessel owner"), under separate time charters.

A time charter is a contract for the use of a vessel for a fixed period of time at a specified hire rate. Under a time charter, the vessel owner provides the crew, technical and other services related to the vessel's operation, the majority or all of the cost of which is included in the hire rate, and the charterer generally is responsible for substantially all of the vessel voyage costs (including fuel, port and canal fees and LNG boil-off).

## *Neptune Time Charter*

### *Initial Term; Extensions*

The *Neptune* time charter commenced upon acceptance of the vessel by the charterer in November 2009. The initial term of the *Neptune* time charter is 20 years. GDF Suez has the option to extend the time charter for up to two additional periods of five years each.

### *Performance Standards*

Under the *Neptune* time charter, the vessel owner undertakes to ensure that the vessel meets specified performance standards at all times during the term of the time charter. The vessel must maintain a guaranteed speed, consume no more than a specified amount of fuel oil and not exceed a maximum average daily boil-off, all as specified in the time charter. In addition, the vessel owner undertakes that the vessel will be capable of discharging her cargo within a specified time and regasifying and discharging her cargo at not less than a specified rate.

### *Hire Rate*

Under the *Neptune* time charter, hire is payable to the vessel owner monthly, in advance in U.S. Dollars. The hire rate under the *Neptune* time charter consists of three cost components:

- *Fixed Element.* The fixed element is a fixed per day fee providing for ownership costs and all remuneration due to the vessel owner for use of the vessel and the provision of time charter services.
- *Variable (Operating Cost) Element.* The variable (operating cost) element is a fixed per day fee providing for the operating costs of the vessel, which consists of (i) a cost pass-through sub-element, which covers the crew (excluding the extra cost associated with a U.S. crew requirement, which is invoiced separately), insurance, consumables, miscellaneous services, spares and damage deductible costs and is subject to annual adjustment and (ii) an indexed sub-element, which covers management and is subject to annual adjustment for changes in labor costs and the size of the fleet under management.
- *Optional (Capitalized Equipment Cost) Element.* The optional (capitalized equipment cost) element consists of (i) costs associated with modifications to, changes in specifications of, structural changes in or new equipment for the vessel that become compulsory for the continued operation of the vessel by reason of new class requirements or national or international regulations coming into effect after the date of the time charter, subject to specified caps and (ii) costs associated with any new equipment or machinery that the owner and charterer have agreed should be capitalized. Such costs are distributed over the remaining term of the time charter.

While the hire rate under the *Neptune* time charter does not cover drydocking expenses or extra costs associated with a U.S. crew requirement, the charterer will reimburse the vessel owner on a cost pass-through basis.

If GDF Suez exercises its option to extend the *Neptune* time charter beyond its initial term, the hire rate will be determined as set forth above, provided that the fixed element will be reduced by approximately 30%.

The hire rate is subject to deduction by the charterer by, among other things, any sums due in respect of the vessel owner's failure to satisfy the undertakings described under "—Performance Standards" and off-hire accruing during the period. The hire rate is also subject to deduction by the charterer if the vessel owner fails to maintain the vessel in compliance with the vessel's specifications and contractual standards, provide the required crew, keep the vessel at the charterer's disposal or comply with specified corporate organizational requirements and such failure increases the time taken by the vessel to perform her services or results in the charterer directly incurring costs.

### *Expenses*

The vessel owner is responsible for providing certain items and services, which include the crew; drydocking, overhaul, maintenance and repairs; insurance; stores; necessary spare parts; water; inert gas and nitrogen; communication expenses and fees paid to the classification societies, regulatory authorities and consultants. The variable (operating cost) element of the hire rate is designed to cover these expenses. Except for when the vessel is off-hire, the charterer pays for bunker fuels, marine gas oil and boil-off if used or burned while steaming at a reduced rate. Additionally, except for when the vessel is off-hire, the charterer pays for boil-off used to provide power for discharge and regasification; and fuel for inert gas, nitrogen and diesel generators.

### *Off-hire*

Under the *Neptune* time charter, the vessel generally will be deemed off-hire if the vessel is not available for the charterer's use for a specified amount of time due to, among other things:

- failure of an inspection that prevents the vessel from performing normal commercial operations;
- scheduled drydocking that exceeds allowances;
- the vessel's inability to discharge regasified LNG at normal performance;
- requisition of the vessel; or
- the vessel owner's failure to maintain the vessel in compliance with her specifications and contractual standards or to provide the required crew.

In the event of off-hire, all hire will cease to be due or payable for the duration of off-hire. Notwithstanding the foregoing, hire is not reduced due to an event of off-hire if the event of off-hire does not exceed a specified number of days in any 12-month period.

### *Ship Management and Maintenance*

Under the *Neptune* time charter, the vessel owner is responsible for the technical management of the vessel, including engagement and provision of a qualified crew, maintaining the vessel, arranging supply of stores and equipment, periodic drydocking and ensuring compliance with applicable regulations, including licensing and certification requirements. These services are provided to the vessel owner by Höegh LNG Management pursuant to a ship management agreement.

### *Termination*

Under the *Neptune* time charter, the vessel owner is entitled to terminate the time charter if the charterer fails to pay its debts, becomes insolvent or enters into bankruptcy or liquidation.

The charterer is entitled to terminate the time charter and, at its option, convert the time charter into a bareboat charter, if (i) either the vessel owner or any guarantor (a) fails to pay its debts or (b) becomes insolvent or enters into bankruptcy or liquidation or (ii) the vessel owner's guarantee ceases to be in full force and effect. Furthermore, after the fourth anniversary of the delivery date of the vessel, the charterer has the option to terminate the time charter without cause by providing notice at least two years in advance of the charterer's election. On the date of such termination, the charterer will pay the vessel owner a specified termination fee, which declines over time and is based upon the year in which the time charter is terminated. Furthermore, the charterer may terminate the time charter if any period of off-hire due to (i) the vessel owner's failure to maintain the vessel in compliance with her specifications and contractual standards or to provide the required crew exceeds a specified number of days, (ii) damage to the vessel's cargo containment system as a result of the vessel owner's failure to comply with cargo and filling level restrictions exceeds a specified number of months or (iii) any reason other than scheduled drydocking or damage to the vessel's cargo containment system exceeds a specified number of months, unless such period of off-hire is due to the vessel owner's failure to comply with cargo and filling level restrictions.

After attempting to take mitigating steps for a specified number of days, both the vessel owner and the charterer have the right to terminate the time charter if war is declared in any location that materially interrupts the performance of the time charter. The time charter will terminate automatically if the vessel is lost, missing or a constructive or compromised total loss.

### *Indemnification*

No liability is imposed upon the vessel owner for the death or personal injury of the charterer, its representatives or their estates (collectively, the "GDF Charterer's Group") while engaged in activities contemplated by the time charter unless such death or personal injury is by the gross negligence or willful misconduct of the vessel owner, its employees or its agents. Additionally, no liability is imposed upon the vessel owner if any personal property of the GDF Charterer's Group is damaged, lost or destroyed as a result of the gross negligence or willful misconduct of the vessel owner, its employees or its agents. Similar provisions apply to the charterer in both cases.

However, if any of the charterer's representatives dies or is personally injured while engaged in activities contemplated by the time charter and as a result of the gross negligence or willful misconduct of the vessel owner, its employees or its agents, the vessel owner will indemnify the GDF Charterer's Group, as applicable. Additionally, if any personal property of the GDF Charterer's Group is damaged, lost or destroyed as a result of the gross negligence or willful misconduct of the vessel owner, its employees or its agents, the vessel owner will indemnify the GDF Charterer's Group, as applicable. Reciprocal obligations are imposed on the charterer in both cases.

The charterer will indemnify the vessel owner for losses associated with shipping documents to the extent they were signed as directed by the charterer or based upon information that it provided. In addition, the charterer will indemnify the vessel owner against taxes imposed on the vessel owner or the vessel in respect of hire by any country where loading or discharging of LNG takes place, where the vessel is located or through which the vessel travels, where the charterer is organized, does business or has a fixed place of business or where the charterer makes payments under the time charter, subject to certain exceptions.

The vessel owner will indemnify the charterer, its servants and agents against all losses, claims, responsibilities and liabilities arising from the employment of pilots, tugboats or stevedores, subject to certain exceptions.

The vessel owner will indemnify the charterer against any claim by a third party alleging that the construction or operation of the vessel infringes any right claimed by such third party, including but not limited to patent rights, copyrights, trade secrets, industrial property or trademarks. The charterer will indemnify the vessel owner for all amounts properly payable to the vessel builder if the charterer takes, or requires the vessel owner to take, any action that puts the vessel owner in breach of its intellectual property rights obligations under the vessel building contract.

#### *Guarantee*

Pursuant to the *Neptune* time charter, both Høegh LNG Ltd. and MOL guarantee the performance and payment obligations of the vessel owner under the time charter. Such guarantee is joint and several as to performance obligations and several as to payment obligations. If the guarantee is not maintained, the charterer may terminate the time charter.

#### *Subcharter Provisions*

GDF Suez entered into a subcharter to provide the *Neptune* as an FSRU for the Etki Terminal in Izmir province on the west coast of Turkey, pursuant to which GDF Suez and SRV Joint Gas Ltd. amended the *Neptune* time charter in December 2016 (the "*Neptune* charter amendments"). The *Neptune* charter amendments apply only during the term of the subcharter.

In connection with the subcharter, the charterer will after the expiration of the subcharter, reimburse the costs of reinstating the vessel, during which times the vessel will be on-hire. The charterer is also required to compensate the vessel owner for time spent and reasonable, direct and documented costs and expenses incurred in connection with the subcharter and arrange for the importation, stay and exportation into and from Turkey of the *Neptune* and any materials or equipment needed for the vessel owner's performance of the subcharter. The charterer will indemnify the vessel owner for (i) costs, claims or losses that the vessel owner incurs as a consequence of the subcharter, except that the vessel owner's liability for any tortious act (which includes negligence) to any third party will be treated in the same manner as under the original charter, and (ii) any Turkish tax implications. During the term of the subcharter and while the vessel is not on a voyage as an LNG carrier, certain amendments to the time charter apply, including the following:

- the charterer will provide port and marine facilities capable of receiving the vessel and berths and places that the vessel can safely reach and return from;
- in lieu of the off-hire provision, hire will be reduced proportionately to the extent the vessel does not achieve the specified discharge rate of regasified LNG or fails to meet other performance specifications;
- the maintenance provisions and allowances differ;
- a right of charterer to change the manager of the *Neptune* if the average commercial availability of the regasification system falls below certain thresholds; and
- performance standards different from those described above under "—Performance Standards," pursuant to which the vessel owner undertakes to ensure that the vessel delivers the nominated discharge rate in accordance with the daily curve agreed with the charterer, is capable of regasifying LNG in a closed-loop heating mode at a specified pressure and temperature and regasifies and discharges her cargo at neither less nor more than a specified LNG discharge rate, among others.

## ***GDF Suez Cape Ann Time Charter***

### *Initial Term; Extensions*

The *GDF Suez Cape Ann* time charter commenced upon acceptance of the vessel by the charterer in June 2010. The initial term of the *GDF Suez Cape Ann* time charter is 20 years. GDF Suez has the option to extend the time charter for up to two additional periods of five years each. From November 2013 until January 3, 2017, the *GDF Suez Cape Ann* operated as an FSRU pursuant to a subcharter between GDF Suez and CNOOC Tianjin LNG Limited Company (“CNOOC TLNG”).

GDF Suez entered into a subcharter with CNOOC TLNG, pursuant to which GDF Suez and SRV Joint Gas Two Ltd. amended the *GDF Suez Cape Ann* time charter in June 2012 and November 2013. Such amendments applied only during the term of the subcharter. Additionally, GDF Suez, CNOOC TLNG, CNOOC and SRV Joint Gas Two Ltd. entered into ancillary agreements, pursuant to which they allocated responsibility for liabilities associated with their activities at the Tianjin LNG terminal.

The terms of the *GDF Suez Cape Ann* time charter are substantially similar to those of the *Neptune* time charter unmodified by the *Neptune* charter amendments.

### *Guarantee*

Pursuant to the *GDF Suez Cape Ann* time charter, both Höegh LNG Ltd. and MOL guarantee the performance and payment obligations of the vessel owner under the time charter. Such guarantee is joint and several as to performance obligations and several as to payment obligations. If the guarantee is not maintained, the charterer may terminate the time charter.

## ***PGN FSRU Lampung Time Charter***

Under a lease, operation and maintenance agreement, which we refer to as a time charter, we provide to PGN LNG the services of the *PGN FSRU Lampung*, which is moored at the Mooring owned by PGN LNG and located approximately 16 kilometers off the shore of Labuhan Maringgai at the southeast coast of Sumatra, Indonesia. Also under the time charter, we operate and maintain the Mooring.

### *Initial Term; Extensions*

The long-term time charter for the *PGN FSRU Lampung* with PGN LNG has an initial term of 20 years from the acceptance date of October 30, 2014. The time charter hire payments began July 21, 2014 when the project was ready to begin commissioning. At any time on or before 17 years and 183 days after acceptance, PGN LNG may exercise its option to extend the time charter for either five or 10 years. If the term is extended for five years pursuant to such option, at any time on or before the date that is 22 years and 183 days after acceptance, PGN LNG may exercise its option to extend the time charter for a subsequent five years.

### *Performance Standards*

Under the *PGN FSRU Lampung* time charter, the vessel owner makes certain performance warranties for the term of the time charter, excluding time during which the vessel is off-hire or in lay-up or a failure to satisfy any such warranty due to a “Lampung Charterer Risk Event” (which includes, among other things, any breach, act, interference or omission by the charterer that prevents or interferes with the vessel owner’s performance under the time charter) or an event of force majeure, including the following:

- the management warranties, which consist of the following:
- the vessel complies with specifications; is classed by Det Norske Veritas GL; is in good order and condition and fit for service; and has onboard all certificates, documents, approvals, permits, permissions and equipment required by Det Norske Veritas GL or any law necessary for the vessel to carry out required operations on the Mooring;
- the vessel owner provides shipboard personnel in accordance with specified terms;
- the vessel owner loads LNG in accordance with specified procedures; operates all equipment in a safe and proper manner and as required by Indonesian law; keeps up-to-date records and logs; uses reasonable endeavors to cooperate with the charterer to comply with and satisfy any requirements of any governmental authority; stows LNG properly and keeps a strict account of all LNG loaded, boil-off and regasified LNG discharged; and exercises due diligence and good industry practice to minimize venting of boil-off; and

- the vessel owner provides and pays for all provisions, wages and discharging fees and all other expenses related to the master, officers and crew; insurance; spare parts and other necessary stores, including lubricating oil; drydocking in emergency cases, maintenance and repairs; certificates; customs or import duties arising in connection with any of the foregoing; and consents, licenses and permits required by governmental authorities to be in the vessel owner's name (collectively, the "Lampung Vessel Owner Expenses");
- the vessel receives LNG in accordance with a specified nominating loading rate;
- the vessel consumes fuel at or below a specified amount;
- during a nomination period, the vessel delivers regasified LNG at a specified average rate;
- during a period in which there is no regasification send-out, no LNG transfer or cargo tank cool down ongoing and no LNG pump running in any cargo tank, the amount of boil-off does not exceed a specified percentage of cargo capacity per day;
- the boil-off recondenser is able to recondense boil-off gas for the days when the vessel is sending out regasified LNG; and
- the cargo capacity of the vessel does not exceed the aggregate volume of LNG that can be stored in the cargo tanks of the vessel.

#### *Hire Rate*

Under the *PGN FSRU Lampung* time charter, hire is payable to the vessel owner monthly, in arrears in U.S. Dollars. The hire rate under the *PGN FSRU Lampung* time charter consists of three cost components:

- *Capital Element.* The capital element is a fixed per day fee, which is intended to cover remuneration due to the vessel owner for use of the vessel and the provision of time charter services.
- *Operating and Maintenance Element.* The operating and maintenance element is a fixed per day fee, subject to annual adjustment, which is intended to cover the operating costs of the vessel, including manning costs, maintenance and repair costs, consumables and stores costs, insurance costs, management and operational costs, miscellaneous costs and alterations not required by Det Norske Veritas GL to maintain class or the IMO.
- *Tax Element.* The tax element is a fixed per day fee, equal to the vessel owner's reasonable estimate of the tax liability for that charter year divided by the number of days in such charter year. If the vessel owner receives a tax refund or credit, the vessel owner will pay such amount to the charterer. Similarly, if any audit required by the time charter reveals that the vessel owner's reasonable estimate of the tax liability varied from the actual tax liability, the vessel owner or the charterer, as applicable, will pay to the other party the difference in such amount.

If PGN LNG exercises an option to extend the *PGN FSRU Lampung* time charter beyond its initial term, the hire rate will be determined as set forth above, provided that the capital element will be increased by 50% and the operating and maintenance element will equal cost pass-through.

The hire rate is subject to adjustment if any change in Indonesian law or tax occurs that alters the vessel owner's performance of the time charter or the charterer requires the vessel owner to lay-up the vessel.

Furthermore, the hire rate is subject to deduction by the charterer for sums due in respect of the vessel owner's failure to satisfy the performance warranties or if, as a result of an event of force majeure and subject to specified exceptions, the regasification flow rate is less than that required to meet the quantity nominated. However, any deduction for the vessel owner's failure to satisfy the performance warranties may not exceed the aggregate of the capital element and the operating and maintenance element for that day; provided, that such cap does not apply to the vessel owner's failure to satisfy specified fuel consumption or boil-off warranties.

The charterer will pay the vessel owner the hire rate for time lost due to a Lampung Charterer Risk Event.

### *Expenses*

The vessel owner is responsible for providing certain items and services, which include the Lampung Vessel Owner Expenses and the supply of all LNG required for gasping up and cooling of the vessel. The vessel owner pays for non-Indonesian taxes and alterations required by Det Norske Veritas GL to maintain class or the IMO. The vessel owner also will provide, at its expense, accommodation space for at least two of the charterer's employees responsible for coordinating terminal operations onshore and offshore, provided that the charterer reimburses the vessel owner for the cost of provisions supplied to such employees.

The charterer pays for make-up of bunker fuels provided by the vessel owner and during tests; regasified LNG for use as fuel; port charges, pilotage, towing, mooring, agency fees or customs or import duties; duties, levies and taxes relating to unloading; costs and expenses relating to terminal security required by the International Ship and Port Facility Security Code (the "ISPS Code"); and mooring, periodic maintenance, repairs, insurance, inspections and surveys beyond daily inspections and capital spares. The charterer also pays for Indonesian taxes and alterations not required by Det Norske Veritas GL to maintain class or the IMO.

### *Off-hire*

Under the *PGN FSRU Lampung* time charter, the vessel generally will be deemed off-hire if she is not available for the charterer's use for a specified amount of time due to, among other things:

- drydocking that exceeds allowances;
- the vessel failing to satisfy specified operational minimum requirements, except as a result of a Lampung Charterer Risk Event or an event of force majeure; or
- the vessel owner's failure to satisfy the management warranties described above under "—Performance Standards."

In the event of off-hire, all hire will cease to be due or payable for the duration of off-hire. Notwithstanding the foregoing, hire is not reduced due to an event of off-hire if the event of off-hire does not exceed a specified number of hours in any 12-month period.

### *Technical Support*

Under the *PGN FSRU Lampung* time charter, the vessel owner is responsible for the technical support services with respect to the vessel, including engagement and provision of a qualified crew, maintaining the vessel, arranging supply of stores and equipment, periodic drydocking and ensuring compliance with applicable regulations, including licensing and certification requirements. These services are provided by Høegh LNG Management pursuant to the technical information and services agreement between the vessel owner and Høegh Norway and the sub-technical support agreement between Høegh Norway and Høegh LNG Management.

### *Termination*

Under the *PGN FSRU Lampung* time charter, the charterer is entitled to terminate the time charter for the following reasons:

- if, due to one of several specified events of force majeure ("Lampung Nongovernmental Force Majeure") that results in physical damage to the vessel or the Mooring in respect of which insurance proceeds are payable under the loss of hire insurance and hull and machinery insurance ("Lampung Vessel Force Majeure"), the vessel owner is unable to comply with nominations for a specified number of days;
- if, due to an event of force majeure that is not Lampung Nongovernmental Force Majeure or Lampung Vessel Force Majeure ("Lampung Other Force Majeure"), the vessel owner is unable to comply with nominations for a specified number of days; or
- if there has been an event of force majeure caused by the Indonesian government ("Lampung Governmental Force Majeure") during a specified number of days.

If the charterer terminates for Lampung Other Force Majeure or Lampung Governmental Force Majeure, the charterer will pay the vessel owner a specified termination fee based upon the year in which the time charter is terminated.

Additionally, after the occurrence of an event of default by the vessel owner, and while such event of default continues, the charterer may terminate the time charter. If the charterer terminates the time charter for certain events of default that the vessel owner intentionally or deliberately committed for the purpose of terminating the time charter so that the vessel owner could employ the vessel with a third party, the vessel owner will transfer the vessel's title to the charterer.

The vessel owner may terminate the time charter after the occurrence of an event of default by the charterer while such event of default continues. If the charterer fails to pay invoiced amounts when due and such failure continues for a specified number of days following notice from the vessel owner, the vessel owner may suspend its performance and remain on-hire until such failure is corrected.

If the time charter is terminated by the vessel owner for an event of default of the charterer, the charterer will pay the vessel owner a specified termination fee based upon the year in which the time charter is terminated. Under such circumstances, as well as if the time charter is terminated by the charterer for Lampung Governmental Force Majeure, the vessel owner may require that the parties begin negotiation of terms under which the vessel owner would be willing to sell to the charterer a 50% ownership interest in the vessel for a specified amount that declines over time and is based upon the year in which the time charter is terminated. If the charterer terminates the time charter for force majeure other than Lampung Governmental Force Majeure or an event of default of the vessel owner, the charterer may require the parties to begin such negotiation.

The time charter will terminate automatically if the vessel is lost or a constructive total loss.

#### *Indemnification*

For losses arising out of claims for illness or injuries to or death of any employees of the vessel owner, the vessel owner's affiliates, certain subcontractors of the vessel owner, persons contracting with the vessel owner under the building contract or the Mooring contract and representatives of each of the foregoing (collectively, the "Lampung Owner's Group"), the vessel owner will indemnify the charterer, certain affiliates and subcontractors of the charterer, persons executing tug charters and terminal use agreements, persons receiving regasified LNG delivered by the vessel and representatives of each of the foregoing (collectively, the "Lampung Charterer's Group"). Reciprocal obligations are imposed on the charterer.

For losses arising out of claims for damage to or loss of the vessel or property, equipment or materials owned or leased by any member of the Lampung Owner's Group, the vessel owner will indemnify the Lampung Charterer's Group. Similarly, the charterer will indemnify the Lampung Owner's Group for losses arising out of claims for damage to or loss of property, equipment or materials owned or leased by any member of the Lampung Charterer's Group or LNG stored on the vessel or the Mooring.

For losses arising from pollution or contamination created by the vessel or the operation thereof or the Mooring, the vessel owner will indemnify the Lampung Charterer's Group; provided, that the vessel owner's aggregate liability for each applicable accident will not exceed \$150,000,000. For losses arising from pollution or contamination created by, or directly related to, the operation of the downstream pipeline, any LNG carrier or any vessel operating under a tug charter, the charterer will indemnify the Lampung Owner's Group.

#### *Purchase Option*

PGN LNG was granted an option to purchase the *PGN FSRU Lampung* at specified prices based upon the year in which the option is exercised. Such option to purchase may be exercised commencing in June 2018; however, it may not be exercised if either of the charter extension options has expired without exercise. The option is exercisable upon PGN LNG giving us notice specifying the time and date of delivery, which must be after the third anniversary of the date of delivery. The option to purchase survives termination of the time charter. Please read "Item 3.D. Risk Factors—Risks Inherent in Our Business—PGN LNG and SPEC have options to purchase the *PGN FSRU Lampung* and *Höegh Grace*, respectively. If either charterer exercises its option, it could have a material adverse effect on our operating cash flows and our ability to make cash distributions to our unitholders."

#### *Guarantee*

Pursuant to the *PGN FSRU Lampung* time charter, Höegh LNG guarantees the due and proper performance by PT Höegh of all its obligations and liabilities under the time charter.

## ***Höegh Gallant Time Charter***

### *Term*

The *Höegh Gallant* lease and maintenance agreement (the “*Höegh Gallant* time charter”) commenced in April 2015. The term of the *Höegh Gallant* time charter is 5 years.

### *Performance Standards*

Under the *Höegh Gallant* time charter, the vessel owner undertakes to maintain the vessel in accordance with international standards, provide a suitably qualified marine crew and comply with applicable laws, rules and regulation at all times during the term of the time charter.

### *Hire Rate*

Under the *Höegh Gallant* time charter, hire to the vessel owner is payable monthly, in arrears, with the rate denominated 90% in U.S. Dollars and 10% in EGP. The hire rate under the *Höegh Gallant* time charter has only one component, which is intended to cover remuneration due to the vessel owner for use of the vessel and the provision of time charter services as well as the operating and maintenance costs of the vessel, including manning costs, the cost of spare parts and any tax incurred.

The *Höegh Gallant* time charter does not have any pass-through provisions for drydocking expenses.

A price review of the hire rate may be conducted after three years, but a revised rate can only be implemented upon written agreement by both parties.

Höegh LNG guarantees the payment of hire by the charterer (EgyptCo) under the *Höegh Gallant* time charter but only to the extent that the failure of the charterer to pay such hire is caused by (a) the breach by EGAS of its obligation to pay hire under EgyptCo’s charter with EGAS (and the charterer is unable to draw upon EGAS’ performance guarantees) or (b) the certain force majeure events under the EGAS charter.

### *Expenses*

The vessel owner is responsible for providing certain items and services, which include the crew; bunker fuel, drydocking, overhaul, maintenance and repairs; insurance; stores; necessary spare parts; communication expenses and fees paid to the classification societies, regulatory authorities and consultants. The hire rate is designed to cover these expenses except for when the vessel is off-hire. The charterer pays for port and light dues.

### *Off-hire*

Under the *Höegh Gallant* time charter, the vessel generally will be deemed off-hire if she is not available for the charterer’s use due to, among other things:

- drydocking or other repairs and maintenance;
- any damage, defect, breakdown or deficiency to the vessel;
- any deficiency of crew, stores, repairs, surveys, or similar cause preventing the working of the vessel;
- any labor dispute, failure or inability of the officers or crew to perform the required services; or
- any failure to comply with laws, regulations or operational practices at the site of the vessel operations.

In the event of off-hire, all hire will cease to be due or payable for the duration of off-hire. Except for force majeure events and a specified maintenance allowance period, the vessel owner will be obligated to indemnify the charterer (up to a specified cap) for losses suffered during off-hire, including loss of earnings and certain liquidated damages payable under the charterer’s charter with EGAS.

### *Ship Management and Maintenance*

Under the *Höegh Gallant* time charter, the vessel owner is responsible for the technical management of the vessel, including engagement and provision of a qualified crew, maintaining the vessel, arranging supply of stores and equipment, periodic drydocking and ensuring compliance with applicable regulations, including licensing and certification requirements. The crew is provided to the vessel owner by Höegh Maritime Management pursuant to a secondment agreement. The remaining services are provided to the vessel owner by Höegh LNG Management pursuant to a ship management agreement.

#### *Termination*

Under the *Höegh Gallant* time charter, the vessel owner is entitled to terminate the time charter if the charterer fails to pay its hire, debts, becomes insolvent, enters into bankruptcy or liquidation or otherwise materially breaches the terms of the charter.

The charterer is entitled to terminate the time charter if (i) the vessel owner (a) fails to pay its debts or is otherwise insolvent, (b) enters into bankruptcy or liquidation, (c) fails to maintain insurance or classification or (d) is otherwise in material breach of the terms of the agreement or (ii) the vessel is unavailable for the charterer for a specified period of days in any contract year. Furthermore, following the expiration of the third year of the contract term, the charterer may request to meet with the vessel owner to seek mutual agreement on terms for early termination of the time charter. After attempting to take mitigating steps, both the vessel owner and the charterer have the right to terminate the time charter if war is declared at the vessel site. The time charter will terminate automatically if the vessel is lost, missing or a constructive or compromised total loss.

#### *Indemnification*

The charterer will indemnify the vessel owner for any damage or loss of property, death or personal injury of the charterer, its affiliates or their contractors (collectively, the "Charterer Indemnified Parties") regardless of cause or whether or not the negligence, omission or default of the vessel owner, its affiliates or their contractors (collectively, the "Owner Indemnified Parties") caused or contributed to the damages. The charterer will indemnify the Owner Indemnified Parties for (i) all damage and harm to the environment, including damages for control remediation and clean up of all pollution arising from pollution, which originates from the property of any Charterer Indemnified Parties, regardless of fault or whether or not the negligence, omission or default of the Owner Indemnified Parties caused or contributed to the damages and (ii) losses caused by any non-compliance with sanctions as a consequence of the charterer's use of the vessel.

The vessel owner will indemnify the charterer for any damage or loss of the vessel and of its property and any cargo on board, and any death or personal injury of the Owner Indemnified Parties regardless of cause or whether or not the negligence, omission or default of the Charterer Indemnified Parties caused or contributed to the damages. The vessel owner will indemnify the Charterer Indemnified Parties for all damage and harm to the environment, including damages for control remediation and clean up of all pollution arising from pollution, which originates from the vessel, regardless of fault or whether or not the negligence, omission or default of the Charterer Indemnified Parties caused or contributed to the damages.

Each of the vessel owner and the charterer will indemnify the other party for any loss, damage to any property or injury or death arising out of the time charter suffered by any third party, for which the vessel owner or charterer, as applicable, is responsible.

### ***Höegh Grace Charter***

The *Höegh Grace* is subject to two material agreements with SPEC: an International Leasing Agreement, pursuant to which Höegh FSRU IV leases the vessel to SPEC (the "ILA") and the FSRU Operation and Services Agreement, pursuant to which Höegh Colombia provides certain operational services to SPEC with respect to the vessel (the "OSA"). The ILA and the OSA are collectively referred to herein as the "*Höegh Grace* charter".

#### *Term and Termination*

The *Höegh Grace* charter has a term of 20 years. Each party has an unconditional option to cancel the *Höegh Grace* charter after 10 and 15 years without a penalty. However, if the charterer waives its right to terminate in year 10 within a certain deadline, the vessel owner will not be able to exercise its right to terminate in year 10. Accordingly, the non-cancellable charter period is for 10 years.

There are certain conditions under which the *Höegh Grace* charter could terminate prior to its expiration date. The charter will terminate automatically upon the loss of the vessel. Either party may also terminate the charter for force majeure after a specified period. Additionally, either party may elect to terminate the charter upon the occurrence of specified events of default. The charterer also has the right to terminate the charter in the event of a prolonged off-hire period. If the ILA is terminated for any reason, the OSA will automatically terminate as well.

#### *Performance Standards*

Under the *Höegh Grace* charter, the vessel owner undertakes to ensure that the vessel meets specified performance standards at all times during the term of the charter. The vessel owner is required to pay liquidated damages in the event that the *Höegh Grace* is unable to accept all or part of a delivered LNG cargo, is unable to deliver the specified amount of regasified natural gas, exceeds a maximum average daily boil-off, consumes more than a specified amount of fuel or suffers other performance failures, which damages are subject to various caps per cargo, per year and in the aggregate for the term of the *Höegh Grace* charter.

#### *Hire Rate*

Under the *Höegh Grace* charter, hire is payable monthly, in arrears, in U.S. Dollars. The charterer pays a fixed daily rate of hire (with respect to the ILA) and operating fees (with respect to the OSA), as set forth in the *Höegh Grace* charter. Under the OSA, the operating fees are escalated yearly by a fixed percentage, and the OSA provides for a review and reasonable adjustment by the parties if the actual operating costs increase by more than such percentage over a period of three consecutive years.

#### *Expenses*

The vessel owner is responsible for providing certain items and services, which include the crew; bunker fuel, drydocking, overhaul, maintenance and repairs; insurance; stores; necessary spare parts; communication expenses and fees paid to the classification societies and regulatory authorities. The hire rate is designed to cover these expenses except for when the vessel is off-hire. The charterer pays for fuel oil and port expenses.

#### *Off-hire*

Except for force majeure events and a specified maintenance allowance period, under the *Höegh Grace* charter the vessel generally will be deemed off-hire:

- if the vessel is not able to discharge regasified LNG at a specified rate;
- if the vessel owner breaches its warranties related to international sanctions; or
- if the vessel is not available for the charterer's use due to, among other things:
  - o any damage, defect, breakdown or deficiency to the vessel;
  - o any deficiency of crew, stores, repairs, surveys, or similar cause preventing the working of the vessel;
  - o any labor dispute, failure or inability of the officers or crew to perform the required services; or
  - o any failure to comply with laws, regulations or operational practices at the site of the vessel operations.

In the event of off-hire, all hire will cease to be due or payable for the duration of off-hire.

#### *Ship Management and Maintenance*

Under the *Höegh Grace* charter, the vessel owner is responsible for the technical management of the vessel, including engagement and provision of a qualified crew, maintaining the vessel, arranging supply of stores and equipment, periodic drydocking and ensuring compliance with applicable regulations, including licensing and certification requirements. The vessel owner has entered into services agreements with affiliates of Höegh LNG and Höegh Autoliners Ltd. to provide certain of these services. See "Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Support Agreement" and "—*Höegh Grace* Services Agreements".

### *Indemnification*

The charterer will indemnify the vessel owner for any damage or loss to the charterer's vessel interconnection infrastructure, including the jetty and interconnection pipeline, or to any other property, death or personal injury of the charterer, its affiliates or their contractors (collectively, the "Charterer Indemnified Parties") regardless of cause or whether or not the negligence, omission or default of the vessel owner, its affiliates or their contractors (collectively, the "Owner Indemnified Parties") caused or contributed to the damages. The charter will indemnify the Owner Indemnified Parties for all damage and harm to the environment, including fines imposed by a governmental authority, including damages for control, remediation and clean up of all pollution or contamination that originates from the charterer's vessel interconnection infrastructure, including the jetty and interconnection pipeline, or any other property of any Charterer Indemnified Parties, regardless of fault.

The vessel owner will indemnify the charterer for any damage or loss of the vessel and of its property, and any death or personal injury of the Owner Indemnified Parties regardless of cause or whether or not the negligence, omission or default of the Charterer Indemnified Parties caused or contributed to the damages. The vessel owner will indemnify the Charterer Indemnified Parties for all damage and harm to the environment, including fines imposed by a governmental authority, including damages for control, remediation and cleanup of all pollution or contamination that originates from the vessel, regardless of fault.

Each of the vessel owner and the charterer will indemnify the other party for any loss, damage to any property or injury or death suffered by any third party, caused by the vessel owner or charterer, as applicable.

### *Purchase Option*

Pursuant to the *Höegh Grace* charter, the charterer has the option to purchase the *Höegh Grace* in year 10, year 15 and year 20 at a price specified in the *Höegh Grace* charter. The option is exercisable upon the charterer giving notice at the end of the applicable term and survives any early termination of the charter in year 10 or year 15 thereof. Please read "Item 3.D. Risk Factors—Risks Inherent in Our Business—PGN LNG and SPEC have options to purchase the *PGN FSRU Lampung* and *Höegh Grace*, respectively. If either charterer exercises its option, it could have a material adverse effect on our operating cash flows and our ability to make cash distributions to our unitholders."

### *Guarantee*

The Partnership guarantees the performance of Höegh FSRU IV and Höegh Colombia under the *Höegh Grace* charter.

### **Shareholder Agreements**

The following provides a summary of the governance, distribution and other significant terms of our shareholders' agreements.

#### ***SRV Joint Gas Shareholders' Agreement***

We hold our interests in two vessels in our fleet through the following joint ventures (collectively, the "SRV Joint Gas joint ventures"):

- SRV Joint Gas Ltd. (owner of the *Neptune*), a limited liability company incorporated under the laws of the Cayman Islands, 50% of the equity interests of which are owned by our operating company, 48.5% of which are owned by MOL, and 1.5% of which are owned by TLT; and
- SRV Joint Gas Two Ltd. (owner of the *GDF Suez Cape Ann*), a limited liability company incorporated under the laws of the Cayman Islands, 50% of the equity interests of which are owned by our operating company, 48.5% of which are owned by MOL and 1.5% of which are owned by TLT.

The SRV Joint Gas joint ventures are governed by the SRV Joint Gas shareholders' agreement. As a result, the terms and conditions for each of the SRV Joint Gas joint ventures are substantially the same.

The SRV Joint Gas shareholders' agreement provides that the management of each of the SRV Joint Gas joint ventures will be carried out by a board of directors consisting of four members. We have the right to appoint two members to each board of directors, and MOL has the right to appoint the remaining two members. Additionally, as long as TLT holds at least 1.5% of the shares in an SRV Joint Gas joint venture, it may appoint an observer to attend any meeting of the board of directors of such joint venture.

Pursuant to the SRV Joint Gas shareholders' agreement, neither we nor our joint venture partners exercise affirmative control over either of the SRV Joint Gas joint ventures. The approval of a majority of the members of the board of directors of an SRV Joint Gas joint venture is required to consent to any proposed action by such joint venture and, as a result, we are unable to cause such joint venture to act in our best interests over the objection of our joint venture partners. Moreover, a deadlocked dispute that cannot be resolved by the board of directors or the senior executives of the applicable joint venture may result in the transfer of our interest in such joint venture to our joint venture partners or a third party. Please read "Item 3.D. Risk Factors—Risks Inherent in Our Business—We are a holding entity that has historically derived a significant amount of our income from equity interests in our joint ventures. Neither we nor our joint venture partners exercise affirmative control over our joint ventures. Accordingly, we cannot require our joint ventures to act in our best interests. Furthermore, our joint venture partners may prevent our joint ventures from taking action that may otherwise be beneficial to us, including making cash distributions to us. A deadlock between us and our joint venture partners could result in our exchanging equity interests in one of our joint ventures for the equity interests in our other joint venture held by our joint venture counterparties or in us or our joint venture partner selling shares in a joint venture to a third party."

Additionally, certain matters relating to our joint venture partners require the unanimous approval of the board of directors of the applicable SRV Joint Gas joint venture, including:

- agreement of any form of time charter to be entered into by such SRV Joint Gas joint venture and any material amendment to such time charter;
- agreement of any form of ship management agreement to be entered into by such SRV Joint Gas joint venture;
- agreement of the terms of any financing of the *Neptune* or the *GDF Suez Cape Ann*, as applicable, or any other financing exceeding \$5,000,000;
- investments exceeding \$2,500,000 for an SRV Joint Gas joint venture or \$5,000,000 for both SRV Joint Gas joint ventures;
- amendment or change of the articles of association, business or composition of the board of directors of such SRV Joint Gas joint venture;
- issuance of, or granting of options or rights to subscribe for, shares in such SRV Joint Gas joint venture, issuance of loan capital or convertible securities of such SRV Joint Gas joint venture, alteration of the share capital of such SRV Joint Gas joint venture or formation of any subsidiary;
- granting any security over shares of such SRV Joint Gas joint venture other than in accordance with the applicable security documents;
- acquisition of other companies;
- entering into joint ventures and other long-term cooperation with third parties;
- taking any action in respect of a significant contractual dispute, including commencement and defending any action or settling any dispute; and
- sale of the *Neptune* or the *GDF Suez Cape Ann*.

Höegh LNG, MOL and TLT made loans to each of the SRV Joint Gas joint ventures, in part to finance the operations of such joint ventures. In connection with the IPO, Höegh LNG's shareholder loans to each of the joint ventures were transferred to our operating company. For a description of the shareholder loans, please read "Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Joint Ventures Debt—Loans Due to Owners (Shareholder Loans)."

Under the SRV Joint Gas shareholders' agreement, the board of directors of an SRV Joint Gas joint venture is responsible for determining the amount of profits to be distributed each financial year. Distributions must first be used to repay the principal of the shareholder loans. Subsequent distributions are permitted but are subject to (i) preexisting financial agreements between such SRV Joint Gas joint venture and its lenders and (ii) prudent maintenance of reserve accounts.

Pursuant to the SRV Joint Gas shareholders' agreement, in order for a party to transfer its shares, it must provide written notice and establish a fair price evaluation of the shares proposed to be transferred. Additionally, such party must permit the remaining parties (excluding TLT) to acquire such shares or sell their shares to the proposed transferor at the same price as the proposed transfer.

The SRV Joint Gas shareholders' agreement also contemplates certain events that, upon occurrence and failure to cure, if a cure period is allowed, will give rise to a potential exchange of shares or a liquidation of such joint venture. These events include a party's failure to make required payments, default in any material duties and/or obligations, insolvency and change of control, pursuant to which such party is acquired by a direct competitor. If one of these events occurs, we and our joint venture partners will attempt to exchange shares so that our operating company, on the one hand, will own 100% of one SRV Joint Gas joint venture, and MOL and TLT, on the other hand, will own 100% of the other SRV Joint Gas joint venture. If such an exchange cannot be agreed upon, then the party not in default, not insolvent or not undergoing a change of control may either purchase the shares and the shareholder loans from the other parties or demand termination of the SRV Joint Gas shareholders' agreement and a liquidation of the applicable SRV Joint Gas joint venture.

Until the termination of the SRV Joint Gas shareholders' agreement, Höegh LNG has agreed to continue to own common units and subordinated units representing a greater than 25% limited partner interest in us in the aggregate. In addition, Höegh LNG will be required to continue to directly or indirectly maintain the ability to control our general partner pursuant to an agreement with MOL.

The SRV Joint Gas shareholders' agreement terminates when one party holds a 100% interest in the SRV Joint Gas joint ventures or a party not in default, not insolvent or not undergoing a change of control elects to terminate the agreement.

#### ***PT Höegh Shareholders' Agreement***

We own a 100% equity interest in Höegh Lampung, which owns a 49% equity interest in PT Höegh (the owner of the *PGN FSRU Lampung*). PT Bahtera, an Indonesian company established in February 2013, owns the remaining 51% equity interest in PT Höegh in order to comply with local Indonesian regulations. However, pursuant the Shareholders' Agreement, dated March 13, 2013, between Höegh Lampung and PT Bahtera ("the PT Höegh shareholders' agreement") and the PT Höegh shareholder loan, we have a 100% economic interest in the *PGN FSRU Lampung*.

The board of directors of PT Höegh manages PT Höegh, whereas the board of commissioners of PT Höegh supervise the operation and management of PT Höegh. Both such board of directors and board of commissioners must consist of between three and five members. Furthermore, Höegh Lampung may appoint three members to each, whereas PT Bahtera may appoint one member. A majority of present members of the board of directors or the board of commissioners, respectively, is required to pass any resolution.

Höegh Lampung and PT Bahtera, in their capacity as shareholders, may also convene general meetings to consider resolutions. Resolutions concerning most matters require the approval of two-thirds of the issued shares for passage. However, resolutions concerning filing for bankruptcy, changes of control, disposal of certain assets or the creation of certain encumbrances require the approval of 75% of the issued shares for passage.

When deadlock (as defined below) occurs, Höegh Lampung has the right to provide notice to, and subsequently confer with, PT Bahtera to resolve the matters giving rise to deadlock. Deadlock occurs under the PT Höegh shareholders' agreement if (i) a quorum is not present at a meeting of the board of directors of PT Höegh, the board of commissioners of PT Höegh or the shareholders as a result of the absence of PT Bahtera or (ii) any resolution proposed at a meeting of the board of directors of PT Höegh, the board of commissioners of PT Höegh and/or the shareholders of PT Höegh is approved by the directors appointed by Höegh Lampung, the commissioners appointed by Höegh Lampung or Höegh Lampung, as applicable, but is not passed.

The board of directors of PT Höegh is responsible for determining the amount of profits to be distributed each financial year. Once this determination is made, and prior to distributing net cash flow, the shares of Höegh Lampung are entitled to 65% of all dividends and distributions, and the shares of PT Bahtera are entitled to 35% of all dividends and distributions.

Höegh Lampung may transfer its shares in PT Höegh to anyone, subject only to the requirement that, upon the request of PT Bahtera, Höegh Lampung procures from the same transferee or an Indonesian entity an offer to purchase PT Bahtera's shares. Conversely, PT Bahtera may transfer its shares only to an affiliate it wholly owns and only if both Höegh Lampung and any applicable lenders consent to the transfer.

At any time or in the event of a default, Höegh Lampung may require PT Bahtera to transfer its shares to Höegh Lampung or any other person it designates. Events of default only apply to PT Bahtera and occur if it fails to pay any amount due and payable under the shareholders' agreement, becomes insolvent, materially breaches the shareholders' agreement, becomes controlled by other people or breaches a financing requirement.

Additionally, in association with the PT Höegh shareholders' agreement, PT Imeco Inter Sarana has guaranteed the performance and obligations of PT Bahtera. Furthermore, pursuant to the PT Höegh shareholders' agreement, Höegh Lampung indemnifies PT Bahtera against liabilities it may suffer as a result of a breach of statutory duty or infringement of laws committed by PT Höegh, a failure by PT Höegh to pay tax, a dispute, litigation or arbitration relating to PT Höegh and all costs, losses, liabilities and claims relating to the *PGN FSRU Lampung* as a result of environmental damage.

The PT Höegh shareholders' agreement terminates when:

- all of the shareholders agree in writing that the agreement should be terminated;
- all of the issued shares in PT Höegh become directly or indirectly owned by the same person; or
- Höegh Lampung requires the other shareholders to dissolve PT Höegh. PT Imeco Inter Sarana has guaranteed the obligations of PT Bahtera under the equity loan agreement pursuant to a deed of guarantee and indemnity.

#### ***PT Höegh Shareholder Loan***

PT Bahtera, as borrower, entered into an equity loan agreement with Höegh Lampung, as lender, the proceeds of which were used to purchase PT Bahtera's 51% interest in PT Höegh. In connection with this loan, as security, PT Bahtera collaterally assigned its equity interest and any dividends it may receive from PT Höegh to Höegh Lampung for as long as amounts remain outstanding. As a result of the above and the PT Höegh shareholders' agreement, we will be entitled to all of the net cash flows from PT Höegh, after the payment of management, agency and local representation fees.

#### ***Höegh Colombia Holding Memorandum and Articles***

In connection with our acquisition of a 51% ownership interest in the *Höegh Grace* entities, we and Höegh LNG filed an amended and restated memorandum and articles of association for Höegh Colombia Holding with the Bermuda Registrar of Companies. For a description of the material provisions of the memorandum and articles, please read "Item 7.B. Related Party Transactions—Acquisition of the *Höegh Grace*".

#### **Employees**

Other than our Chief Executive Officer and Chief Financial Officer and certain administrative staff in foreign subsidiaries, we do not have any direct employees and rely on the key employees of Höegh Norway and Leif Höegh UK who perform services for us pursuant to the administrative services agreements. Höegh Norway and Höegh LNG Management also provide commercial and technical management services to our fleet pursuant to ship management agreements, the Gallant management agreement, the Höegh Grace Services Agreements, a sub-technical support agreement and commercial and administration management agreements. Höegh Maritime Management also provides crew pursuant to a secondment agreement. Please read "—Maritime Personnel and Competence Development" and "Item 6.A. Directors and Senior Management."

#### **Competition**

The FSRU and LNG carrier industries are capital-intensive and operational expertise is critical, which create high barriers to entry. These industries are viewed as an integral part of the LNG industry. A company with a solid track record, knowledge of the market and an experienced, well-trained crew is preferred to a new entrant since the cost and impact of vessel downtime is significant for the customer. Our competitors in the FSRU and LNG carrier industries include BW Maritime Pte. Ltd., Dynagas LNG Partners LP, Excelerate Energy L.P., Exmar NV, GasLog Ltd., GasLog Partners LP, Golar LNG Limited, Golar LNG Partners LP, MOL, OLT and Teekay LNG Partners L.P.

#### **Classification, Inspection and Maintenance**

Every large, commercial seagoing vessel must be "classed" by a classification society. The classification society certifies that the vessel is "in class," signifying that the vessel has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of that particular class of vessel as laid down by that society and the applicable flag state. In addition, where surveys are required by international conventions and corresponding laws and ordinances of a flag state, the classification society will undertake to conduct a survey on application or by official order, acting on behalf of the authorities concerned.

Our FSRUs are “classed” as LNG carriers with the additional class notation REGAS-2 signifying that the regasification installations are designed and approved for continuous operation. To ensure continuous compliance, regular and extraordinary surveys of hull and machinery, including the power plant and any special equipment classed, are required to be performed by a class surveyor. For inspection of the underwater parts and for repairs related to intermediate inspections, vessels generally are drydocked, pursuant to a drydock cycle determined by the classification society and the flag state concerned. However, with FSRUs, certain inspections can be done without drydocking, as special measures are available to inspect the underwater parts. If any defects are found, the class surveyor will issue a “recommendation” which must be rectified by the vessel owner within prescribed time limits. The classification society also undertakes other surveys on request of the flag state and checks that regulations and requirements of that flag state are complied with. These surveys are subject to agreements made for each individual survey and flag state concerned.

It is a condition for insurance coverage (i.e., the “seaworthiness” of the vessel) that the vessel is certified as “in class” with a member of the International Association of Classification Societies. Each of our vessels is certified by Det Norske Veritas GL, compliant with the ISM Code, and “in class.”

The ship manager carries out inspections of the ships on a regular basis; both at sea and while the vessels are in port, while the classification societies carry out inspections and ship audits to verify conformity with manager’s reports. The results of these inspections, which are conducted both in port and underway, are presented in a report containing recommendations for improvements to the overall condition of the vessel, maintenance, improvements to the safety and environmental protection system and to crew welfare. Among others, based on these evaluations, the ship manager creates and implements a program of continuous maintenance and improvement for its vessel and its systems.

### **Safety, Management of Ship Operations and Administration**

Safety is a top priority. Our vessels are operated in a manner intended to protect the safety and health of employees, the general public and the environment. We actively manage the risks inherent in our business and are committed to eliminating incidents that threaten safety, such as groundings, collisions, loss of containment and fire. We are also committed to reducing emissions and waste generation. We have established key performance indicators to facilitate regular monitoring of our operational performance. We set targets on an annual basis to drive continuous improvement, and we review performance indicators monthly to determine if remedial action is necessary to reach our targets. Höegh LNG’s shore staff performs a full range of technical, commercial and business development services for us. This staff also provides administrative support to our operations in accounting, finance and cash management, legal, commercial insurance and general office administration and secretarial services.

Höegh LNG assists the vessel owners in managing ship operations and maintaining a technical department to monitor and audit ship manager operations. Höegh LNG hold its certifications for and works to the standards of ISO 9001 on Quality Management, ISO 14001 on Environmental Management and OHSAS 18001 Occupational Health and Safety Advisory Services. Additionally, Höegh LNG hold all compliance documents and permits needed to manage and operate LNG carriers and FSRUs. Through Det Norske Veritas GL, Höegh LNG Management has obtained approval of its safety management systems as being in compliance with the ISM Code, on behalf of the appropriate flag state for the vessels in our fleet, which are flagged in Norway and Indonesia. Our vessels’ safety management certificates are being maintained through ongoing internal audits performed by Höegh LNG Management and through intermediate audits performed by the flag states or recognized classification societies on its behalf. To supplement our operational experience, Höegh LNG provides expertise in various functions critical to our operations. This affords an efficient and cost-effective operation and, pursuant to commercial and administration management agreements with Höegh Norway and a technical information and services agreement with Höegh Norway, access to accounting, finance and cash management, legal, commercial insurance and general office administration and secretarial services. Critical ship management or technical support functions that will be provided by Höegh LNG Management through its various offices around the world include:

- technical management, maintenance and drydocking;
- crew management;
- procurement, purchasing and forwarding logistics;
- marine operations;
- oil major and terminal vetting compliance;
- shipyard supervision;
- insurance; and

financial services.

These functions are supported by onboard and onshore systems for maintenance, inventory, purchasing and budget management. In addition, Höegh LNG's day-to-day focus on cost control will be applied to our operations. To some extent, the uniform design of some of our vessels and the adoption of common equipment standards should also result in operational efficiencies, including with respect to crew training and vessel management, equipment operation and repair and spare parts ordering.

### **Maritime Personnel and Competence Development**

As of March 31, 2017, entities in the Höegh LNG group employed approximately 450 maritime personnel who serve on our and Höegh LNG's vessels. The Scandinavian employees are employed by Höegh LNG Management. Non-Scandinavian employees, except for seafarers operating the *PGN FSRU Lampung* and the *Höegh Grace*, are employed by Höegh Maritime Management. The seafarers operating the *PGN FSRU Lampung* are employed by PT Höegh. The seafarers operating the *Höegh Grace* are employed by Höegh Colombia. Höegh LNG Management and Höegh Maritime Management will employ and train additional maritime personnel to assist us as we grow. Höegh LNG Management, the ISM-certified company, provides technical management services, including all necessary maritime personnel-related services, to the vessel owners pursuant to the ship management agreements. Please read "Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Support Agreement."

We regard attracting and retaining competent and motivated seagoing personnel as a top priority. Like Höegh LNG, we offer our seafarers competitive employment packages and opportunities for personal and career development, which relates to a philosophy of promoting internally. The officers and crew operating our vessels are employed on individual employment contracts, which are based on International Transport Federation-Approved Collective Bargaining Agreements (CBAS) and include conditions determined both by the negotiating parties and the flag states. We believe our relationships with these labor unions are good. Höegh LNG currently is a member of the Norwegian Shipowners' Association and is participating in some of the collective bargaining agreement negotiations with trade unions.

Our commitment to training is fundamental to the development of the highest caliber of seafarers for our marine operations. Höegh LNG Management's cadet training approach is designed to balance academic learning with hands-on training at sea. Höegh LNG Management uses only recognized training institutions in Norway and other countries. Höegh LNG Management has cadets from Europe, Asia and the United States. We believe that high-quality crew and training policies will play an increasingly important role in distinguishing the preferred LNG-experienced independent shipping companies from those that are newcomers to LNG and lacking in-house experienced staff and established expertise on which to base their customer service and safety operations.

### **Risk of Loss, Insurance and Risk Management**

The operation of FSRUs, LNG carriers and other LNG infrastructure assets has inherent risks. These risks include mechanical failure, personal injury, collision, property loss, vessel or cargo loss or damage and business interruption due to political circumstances in foreign countries or hostilities. In addition, there is always an inherent possibility of marine disaster, including explosion, spills and other environmental mishaps, and the liabilities arising from owning and operating vessels in international trade. We believe that our present insurance coverage is adequate to protect us against the accident-related risks involved in the conduct of our business and that we maintain appropriate levels of environmental damage and pollution insurance coverage consistent with standard industry practice. However, not all risks can be insured, and there can be no guarantee that any specific claim will be paid, or that we will always be able to obtain adequate insurance coverage at reasonable rates.

We have obtained hull and machinery insurance on all our vessels against marine risks, which include the risks of damage to our vessels, including claims arising from collisions with other vessels or contact with jetties or wharves, salvage or towing costs and also insure against actual or constructive total loss of any of our vessels. However, our insurance policies contain deductible amounts for which we will be responsible.

We have also obtained loss of hire insurance to protect us against loss of income in the event the vessel cannot be employed due to damage that is covered under the terms of our hull and machinery insurance. Under our loss of hire policy, our insurer will pay us the hire rate agreed in respect of each vessel for each day, in excess of 20 deductible days, for the time that the vessel is out of service as a result of damage, for a maximum of 180 days.

Protection and indemnity insurance, which covers our third-party legal liabilities in connection with our shipping activities, is provided by a mutual P&I club. This includes third-party liability and other expenses related to the injury or death of crewmembers, passengers and other third-party persons, loss or damage to cargo and other damage to other third-party property, including pollution arising from oil or other substances, and other related costs, including wreck removal.

We have war risk insurance for all our vessels cover standard hull and machinery, protection and indemnity and loss of hire, if the event causing the damage is a war peril. In addition, war risk insurance will also compensate the owner for the total loss of the ship caused by intervention of a foreign state power, or if the ship is prevented from leaving a port or a similar limited area.

Our current protection and indemnity insurance coverage is limited to \$3.1 billion for all liabilities, except for pollution, which is limited to \$1 billion per vessel per incident, except for *Høegh Gallant* which has a cap of \$0.5 Billion. We are a member of the Gard P&I Club, which is one of the 13 P&I clubs that comprises the International Group. Members of the International Group insure approximately 90% of the world's commercial tonnage, and they have entered into a pooling agreement to reinsure each P&I club's liabilities. P&I clubs provide the basic layer of insurance, which is currently \$10 million. For members of the International Group, the International Group provides the next layer of insurance, covering liability between \$10 million and \$90 million. For liabilities above \$90 million, the International Group has one of the world's largest reinsurance contracts, with the maximum liability per accident or occurrence currently set at \$3 billion. As a member of the Gard P&I Club, we are subject to a call for additional premiums based on the clubs' claims record, as well as the claims record of all other members of the P&I clubs comprising the International Group. However, our P&I club has reinsured the risk of additional premium calls to limit our additional exposure. This reinsurance is subject to a cap, and there is the risk that the full amount of the additional call would not be covered by this reinsurance.

The insurers providing the covers for hull and machinery, loss of hire and protection and indemnity have confirmed that they will consider the FSRUs as vessels for the purpose of providing insurance.

We will use in our operations Høegh LNG's thorough risk management program that includes, among other things, computer-aided risk analysis tools, maintenance and assessment programs, a seafarers competence training program, seafarers workshops and membership in emergency response organizations. We expect to benefit from Høegh LNG's commitment to safety and environmental protection as certain of its subsidiaries assist us in managing our vessel operations. Høegh LNG Management has been certified under the standards reflected in ISO 9001 for quality assurance and is certified in accordance with the International Marine Organization's International Management Code for the Safe Operation of Ships and Pollution Prevention on a fully integrated basis.

## **Environmental and Other Regulation**

### ***General***

Governmental and international agencies extensively regulate the carriage, handling, storage and regasification of LNG. These regulations include international conventions and national, state and local laws and regulations in the countries where our vessels now or, in the future, will operate or where our vessels are registered. We cannot predict the ultimate cost of complying with these regulations or the impact that these regulations will have on the resale value or useful lives of our vessels. Various governmental and quasi-governmental agencies require us to obtain permits, licenses and certificates for the operation of our vessels.

We believe that we are substantially in compliance with applicable environmental laws and regulations and have all permits, licenses and certificates required for our vessels. In many cases where permits are required from countries to whose jurisdictional waters our vessels have been deployed, the charter party or its customer is responsible for obtaining the permit. A variety of governmental and private entities inspect our vessels on both a scheduled and unscheduled basis. These entities, each of which may have unique requirements and each of which conducts frequent inspections, include classification societies, flag state, or the administration of the country of registry, charterers, terminal operators, LNG producers and local port authorities, such as the U.S. Coast Guard, harbor master or equivalent. Our vessels are subject to inspections on an unscheduled basis and we expect, in the future, they will also be subject to inspection by the applicable governmental and private entities on a scheduled basis. However, future noncompliance or failure to maintain necessary permits or approvals could require us to incur substantial costs or temporarily suspend operation of one or more of our vessels.

Høegh LNG Management is operating in compliance with the ISO Environmental Standard for the management of the significant environmental aspects associated with the ownership and operation of a fleet of FSRUs and LNG carriers. Høegh Norway received its ISO 9001 certification (Quality Management Systems) in May 2008, which also includes certification of Høegh LNG Management. Høegh Norway also received its certification to the ISO 14001 Environmental Standard, which requires that we and Høegh LNG Management commit managerial resources to act on our environmental policy through an effective management system.

## *International Maritime Regulations of FSRUs and LNG Carriers*

The IMO is the United Nations' agency that provides international regulations governing shipping and international maritime trade. The requirements contained in the International Safety Management Code ("ISM Code") promulgated by the IMO govern our operations. Among other requirements, the ISM Code requires the party with operational control of a vessel to develop an extensive safety management system that includes, among other things, the adoption of a policy for safety and environmental protection policy setting forth instructions and procedures for operating its vessels safely and also describing procedures for responding to emergencies. Höegh LNG Management holds a Document of Compliance under the ISM Code for operation of the *Neptune* and the *GDF Suez Cape Ann*, and PT Höegh holds a Document of Compliance under the ISM Code for operation of the *PGN FSRU Lampung*. All Documents of Compliance meet the standards set by the IMO.

Vessels that transport gas, including FSRUs and LNG carriers, are also subject to regulation under the International Gas Carrier Code (the "IGC Code"), published by the IMO. The IGC Code provides a standard for the safe carriage of LNG and certain other liquid gases by prescribing the design and construction standards of vessels involved in such carriage. Compliance with the IGC Code must be evidenced by a Certificate of Fitness for the Carriage of Liquefied Gases in Bulk. Each of our vessels is in compliance with the IGC Code, and each of our newbuildings contracts requires that the vessel receive certification of compliance with applicable regulations before she is delivered. Noncompliance with the IGC Code or other applicable IMO regulations may subject a vessel owner or a bareboat charterer to increased liability, may lead to decreases in available insurance coverage for affected vessels and may result in the denial of access to, or detention in, some ports.

The IMO also promulgates ongoing amendments to SOLAS. SOLAS provides rules for the construction of and equipment required for commercial vessels and includes regulations for safe operation. It requires the provision of lifeboats and other life-saving appliances, requires the use of the Global Maritime Distress and Safety System, which is an international radio equipment and watchkeeping standard, afloat and at shore stations, and relates to the Treaty on the Standards of Training and Certification of Watchkeeping Officers ("STCW"), also promulgated by the IMO. Flag states that have ratified SOLAS and STCW generally employ the classification societies, which have incorporated SOLAS and STCW requirements into their class rules, to undertake surveys to confirm compliance.

SOLAS and other IMO regulations concerning safety, including those relating to treaties on training of shipboard personnel, lifesaving appliances, radio equipment and the global maritime distress and safety system, are applicable to our operations. Noncompliance with these types of IMO regulations may subject us to increased liability or penalties, may lead to decreases in available insurance coverage for affected vessels and may result in the denial of access to, or detention in, some ports. For example, the U.S. Coast Guard and European Union authorities have indicated that vessels not in compliance with the ISM Code are prohibited from trading in U.S. and European Union ports.

In the wake of increased worldwide security concerns, the IMO amended SOLAS and added the ISPS Code as a new chapter to that convention. The objective of the ISPS Code, which came into effect on July 1, 2004, is to detect security threats and take preventive measures against security incidents affecting ships or port facilities. Höegh LNG Management has developed Security Plans and appointed and trained Ship and Office Security Officers, and all of our vessels have been certified to meet the ISPS Code. Please read "[—Vessel Security Regulations](#)" for a more detailed discussion about these requirements.

The IMO continues to review and introduce new regulations. It is impossible to predict what additional regulations, if any, may be passed by the IMO and what effect, if any, such regulation may have on our operations.

### *Air Emissions*

The MARPOL Convention is the principal international convention negotiated by the IMO governing marine pollution prevention and response. The MARPOL Convention imposes environmental standards on the shipping industry relating to oil spills, management of garbage, the handling and disposal of noxious liquids, sewage and air emissions. MARPOL 73/78 Annex VI "Regulations for the Prevention of Air Pollution" ("Annex VI") entered into force on May 19, 2005, and applies to all ships, fixed and floating drilling rigs and other floating platforms. Annex VI sets limits on sulfur oxide and nitrogen oxide emissions from ship exhausts, emissions of volatile compounds from cargo tanks and incineration of specific substances, and prohibits deliberate emissions of ozone-depleting substances. Annex VI also includes a global cap on sulfur content of fuel oil and allows for special areas to be established in different regions of the world with more stringent controls on sulfur emissions. The certification requirements for Annex VI depend on size of the vessel and time of periodical classification survey. Ships more than 400 gross tons and engaged in international voyages involving countries that have ratified the conventions, or ships flying the flag of those countries, are required to have an International Air Pollution Certificate (an "IAPP Certificate"). Annex VI came into force in the United States on January 8, 2009. All of our vessels currently have IAPP Certificates.

In March 2006, the IMO amended Annex I to the MARPOL Convention, including a new regulation relating to oil fuel tank protection, which became effective August 1, 2007. The new regulation applies to various ships delivered on or after August 1, 2010. It includes requirements for the protected location of the fuel tanks, performance standards for accidental oil fuel outflow, a tank capacity limit and certain other maintenance, inspection and engineering standards. IMO regulations also require owners and operators of vessels to adopt Ship Oil Pollution Emergency Plans. Periodic training and drills for response personnel and for vessels and their crews are required.

On July 1, 2010, amendments proposed by the United States, Norway and other IMO member states to Annex VI took effect that require progressively stricter limitations on sulfur emissions from ships. As of January 1, 2012, fuel used to power ships may not contain more than 3.5% sulfur, with this cap decreasing over time. For fuels used in Emission Control Areas (“ECAs”), the cap settled at 1% in January 2015. For fuels used in all seas, the cap will settle at 0.5% on January 1, 2020. The European Directive 2005/33/EU, which came into effect January 1, 2010, bans the use of fuel oils containing more than 0.1% sulfur by mass by any merchant vessel while at berth in any European Union country. The European Commission continues to review directive 2005/33/EU after adopting a proposal to amend it to bring it into alignment with the latest IMO provisions on the sulfur content of marine fuels. Annex VI Regulation 14, which came into effect on January 1, 2015, set the same 0.1% sulfur limit in the Baltic Sea, North Sea, North America, and United States Caribbean Sea ECAs. Our FSRUs have achieved compliance through use of gas boil-off and low sulfur marine diesel oil in their diesel generators and boilers. The amendments also establish new stringent standards for emissions of nitrogen oxides from new marine engines, depending on their date of installation.

Pursuant to further amendments adopted in April 2014, the Tier III Annex VI requirements for nitrogen oxides will apply to certain newbuild vessels with marine diesel engines that are constructed on or after January 1, 2016, and that operate in the North American or United States Caribbean Sea ECAs.

As discussed in “—U.S. Clean Air Act” below, U.S. air emissions standards are now equivalent to these amended Annex VI requirements. Additional or new conventions, laws and regulations may be adopted in the future and could require the installation of emission control systems. Because our vessels are largely powered by means other than fuel oil we do not anticipate that any emission limits that may be promulgated will require us to incur any material costs for the operation of our vessels but that possibility cannot be eliminated.

#### ***Ballast Water Management Convention***

The IMO has negotiated international conventions that impose liability for oil pollution in international waters and the territorial waters of the signatory to such conventions. For example, the IMO adopted an International Convention for the Control and Management of Ships’ Ballast Water and Sediments (the “BWM Convention”) in February 2004. The BWM Convention’s implementing regulations call for a phased introduction of mandatory ballast water exchange requirements, to be replaced in time with a requirement for treatment. The BWM Convention was ratified by a sufficient number of countries in September 2016 and the requirement to install ballast water management systems (“BWMS”) on new ships will become effective in September 2017. As referenced below, the U.S. Coast Guard issued new ballast water management rules on March 23, 2012, and the U.S. Environmental Protection Agency (the “EPA”) issued a new Vessel General Permit in March 2013 that contains numeric technology-based ballast water effluent limitations that will apply to certain commercial vessels with ballast water tanks. From 2016 (or not later than the first intermediate or renewal survey after 2016), only ballast water treatment will be accepted by the BWM Convention. Because the convention has been ratified, installation of approved ballast water treatment systems will be required on the *Neptune* and the *GDF Suez Cape Ann* at the first drydocking after January 1, 2016. Given that ballast water treatment technologies are still at the developmental stage, at this time the additional costs of complying with these rules are unclear, but current estimates suggest that additional costs are not likely to be material.

#### ***Bunkers Convention/CLC State Certificate***

The International Convention on Civil Liability for Bunker Oil Pollution 2001 (the “Bunker Convention”) entered into force in signatory states to the Convention on November 21, 2008. The Bunker Convention provides a liability, compensation and compulsory insurance system for the victims of oil pollution damage caused by spills of bunker oil. The Bunker Convention requires the vessel owner that is liable for pollution damage to pay compensation for such damage (including the cost of preventive measures) caused in the territory, including the territorial sea of a State Party, as well as its economic zone or equivalent area. Registered owners of any seagoing vessel and seaborne craft over 1,000 gross tonnage, of any type whatsoever, and registered in a State Party, or entering or leaving a port in the territory of a State Party, are required to maintain insurance that meets the requirements of the Bunker Convention and to obtain a certificate issued by a State Party attesting that such insurance is in force. The State Party-issued certificate must be carried onboard at all times.

P&I clubs in the International Group issue the required Bunkers Convention “Blue Cards” to enable signatory states to issue certificates. All of our vessels have received “Blue Cards” from their P&I club and are in possession of a CLC State-issued certificate attesting that the required insurance coverage is in force.

### ***Anti-Fouling Requirements***

In 2001, the IMO adopted the International Convention on the Control of Harmful Anti-fouling Systems on Ships (the “Anti-fouling Convention”). The Anti-fouling Convention, which entered into force on September 17, 2008, prohibits the use of organotin compound coatings to prevent the attachment of mollusks and other sea life to the hulls of vessels after September 1, 2003. Vessels of over 400 gross tons engaged in international voyages must obtain an International Anti-fouling System Certificate and undergo a survey before the vessel is put into service or when the anti-fouling systems are altered or replaced. We have obtained Anti-fouling System Certificates for all of our vessels, and we do not believe that maintaining such certificates will have an adverse financial impact on the operation of our vessels.

### ***Compliance Enforcement***

The flag state, as defined by the United Nations Convention on Law of the Sea, has overall responsibility for the implementation and enforcement of international maritime regulations for all ships granted the right to fly its flag. The “Shipping Industry Guidelines on Flag State Performance” evaluates flag states based on factors such as sufficiency of infrastructure, ratification of international maritime treaties, implementation and enforcement of international maritime regulations, supervision of surveys, casualty investigations and participation at the IMO meetings.

As of January 2016, auditing of flag states that are parties to the SOLAS convention is mandatory and will be conducted under the IMO Instruments Implementation Code (III Code), which provides guidance on implementation and enforcement of IMO policies by flag states. These audits may lead the various flag states to be more aggressive in their enforcement, which may in turn lead us to incur additional costs.

Criminal sanctions including fines and penalties and possible charges against company employees are possible under the laws of various countries. For instance, the European Union directive on ship source pollution imposes criminal sanctions for intentional, reckless or negligent pollution discharges by ships. Implementing laws in the EU could result in criminal liability for pollution from vessels in waters of European countries that adopt implementation legislation. Criminal liability for pollution may result in substantial penalties or fines and increased civil liability claims. Similar consequences are possible for spills in other countries that have enacted similar laws.

### ***U.S. Environmental Regulation of FSRUs and LNG Carriers***

Our vessels operating in U.S. waters now or, in the future, will be subject to various federal, state and local laws and regulations relating to protection of the environment. In some cases, these laws and regulations require governmental permits and authorizations before we may conduct certain activities. These environmental laws and regulations may impose substantial penalties for noncompliance and substantial liabilities for pollution that occurs. Failure to comply with these laws and regulations may result in substantial civil and criminal fines and penalties. As with the industry generally, our operations will entail risks in these areas, and compliance with these laws and regulations, which may be subject to frequent revisions and reinterpretation, increases our overall cost of business.

### ***Oil Pollution Act and CERCLA***

OPA 90 established an extensive regulatory and liability regime for environmental protection and clean-up of oil spills. OPA 90 affects all owners and operators whose vessels trade with the United States or its territories or possessions, or whose vessels operate in the waters of the United States, which include the U.S. territorial waters and the 200 nautical mile exclusive economic zone of the United States. CERCLA applies to the discharge of hazardous substances whether on land or at sea. While OPA 90 and CERCLA would not apply to the discharge of LNG, they may affect us because we carry oil as fuel and lubricants for our engines, and the discharge of these could cause an environmental hazard. Under OPA 90, vessel operators, including vessel owners, managers and bareboat or “demise” charterers, are “responsible parties” who are all liable regardless of fault, individually and as a group, for all containment and clean-up costs and other damages arising from oil spills from their vessels. These “responsible parties” would not be liable if the spill results solely from the act or omission of a third party, an act of God or an act of war. The other damages aside from clean-up and containment costs are defined broadly to include:

- natural resource damages and related assessment costs;
- real and personal property damages;
- net loss of taxes, royalties, rents, profits or earnings capacity;
- net cost of public services necessitated by a spill response, such as protection from fire, safety or health hazards; and
- loss of subsistence use of natural resources.

Effective as of July 31, 2009, the U.S. Coast Guard adjusted the limits of OPA 90 liability to the greater of \$2,000 per gross ton or \$17.088 million for any double-hull tanker that is over 3,000 gross tons (subject to possible adjustment for inflation) (relevant to our and Höegh LNG's vessels). These limits of liability do not apply, however, where the incident is caused by violation of applicable U.S. federal safety, construction or operating regulations, or by the responsible party's gross negligence or willful misconduct. These limits likewise do not apply if the responsible party fails or refuses to report the incident or to cooperate and assist in connection with the substance removal activities. This limit is subject to possible adjustment for inflation. OPA 90 specifically permits individual states to impose their own liability regimes with regard to oil pollution incidents occurring within their boundaries, and some states have enacted legislation providing for unlimited liability for discharge of pollutants within their waters. In some cases, states, which have enacted their own legislation, have not yet issued implementing regulations defining vessel owners' responsibilities under these laws.

CERCLA, which also applies to owners and operators of vessels, contains a similar liability regime and provides for cleanup, removal and natural resource damages for releases of "hazardous substances." Liability under CERCLA is limited to the greater of \$300 per gross ton or \$0.5 million for each release from vessels not carrying hazardous substances as cargo or residue, and \$300 per gross ton or \$5 million for each release from vessels carrying hazardous substances as cargo or residue. As with OPA 90, these limits of liability do not apply where the incident is caused by violation of applicable U.S. federal safety, construction or operating regulations, by the responsible party's gross negligence or willful misconduct or if the responsible party fails or refuses to report the incident or to cooperate and assist in connection with the substance removal activities. OPA 90 and CERCLA each preserve the right to recover damages under existing law, including maritime tort law. We believe that we are in substantial compliance with OPA 90, CERCLA and all applicable state regulations in the ports where our vessels call.

OPA 90 requires owners and operators of vessels to establish and maintain with the U.S. Coast Guard evidence of financial responsibility sufficient to meet the limit of their potential strict liability under OPA 90/CERCLA. Under the regulations, evidence of financial responsibility may be demonstrated by insurance, surety bond, self-insurance or guaranty. Under OPA 90 regulations, an owner or operator of more than one vessel is required to demonstrate evidence of financial responsibility for the entire fleet in an amount equal only to the financial responsibility requirement of the vessel having the greatest maximum liability under OPA 90/CERCLA. We currently maintain U.S. Coast Guard National Pollution Funds Center-issued three-year Certificates of Financial Responsibility supported by guarantees that we purchased from an insurance-based provider for all of our vessels.

In response to the BP Deepwater Horizon oil spill, the U.S. Congress is currently considering a number of bills that could potentially increase or even eliminate the limits of liability under OPA 90. Compliance with any new requirements of OPA 90 may substantially impact our cost of operations or require us to incur additional expenses to comply with any new regulatory initiatives or statutes. Additional legislation or regulation applicable to the operation of our vessels that may be implemented in the future could adversely affect our business and ability to make cash distributions to our unitholders.

#### ***U.S. Clean Water Act***

The CWA prohibits the discharge of oil or hazardous substances in U.S. navigable waters unless authorized by a permit or exemption, and imposes strict liability in the form of penalties for unauthorized discharges. The CWA also imposes substantial liability for the costs of removal, remediation and damages and complements the remedies available under OPA 90 and CERCLA. The EPA has enacted rules governing the regulation of ballast water discharges and other discharges incidental to the normal operation of vessels within U.S. waters. The rules require commercial vessels 79 feet in length or longer (other than commercial fishing vessels) ("Regulated Vessels") to obtain a CWA permit regulating and authorizing such normal discharges. This permit, which the EPA has designated as the Vessel General Permit for Discharges Incidental to the Normal Operation of Vessels (the "VGP"), incorporates the current U.S. Coast Guard requirements for ballast water management, as well as supplemental ballast water requirements, and includes limits applicable to 26 specific discharge streams, such as deck runoff, bilge water and gray water. For each discharge type, among other things, the VGP establishes effluent limits pertaining to the constituents found in the effluent, including best management practices (the "BMPs") designed to decrease the amount of constituents entering the waste stream. Unlike land-based discharges, which are deemed acceptable by meeting certain EPA-imposed numerical effluent limits, each of the 26 VGP discharge limits is deemed to be met when a Regulated Vessel carries out the BMPs pertinent to that specific discharge stream. The VGP imposes additional requirements on certain Regulated Vessel types that emit discharges unique to those vessels. Administrative provisions, such as inspection, monitoring, recordkeeping and reporting requirements, are also included for all Regulated Vessels.

### ***U.S. Ballast Water Regulation***

In the United States, two federal agencies regulate ballast water discharges, the EPA, through the VGP, and the U.S. Coast Guard, through approved BWMS. On March 28, 2013, the EPA published a new VGP to replace the existing VGP when it expired in December 2013. The new VGP includes numeric effluent limits for ballast water expressed as the maximum concentration of living organisms in ballast water, as opposed to the current BMPs requirements. The new VGP also imposes a variety of changes for non-ballast water discharges including more stringent BMPs for discharges of oil-to-sea interfaces in an effort to reduce the toxicity of oil leaked into U.S. waters. For certain existing vessels, the EPA has adopted a staggered implementation schedule to require vessels to meet the ballast water effluent limitations by the first drydocking after January 1, 2014 or January 1, 2016, depending on the vessel size. Vessels that are constructed after December 1, 2013 are subject to the ballast water numeric effluent limitations immediately upon the effective date of the new VGP.

On June 20, 2012, the final rule issued by the U.S. Coast Guard establishing standards for the allowable concentration of living organisms in ballast water discharged in U.S. waters and requiring the phase-in of U.S. Coast Guard-approved BWMS went into effect. The final rule adopts ballast water discharge standards for vessels calling on U.S. ports and intending to discharge ballast water equivalent to those set in the BWM Convention. The final rule requires that ballast water discharge have fewer than 10 living organisms per milliliter for organisms between 10 and 50 micrometers in size. For organisms larger than 50 micrometers, the discharge must have fewer than 10 living organisms per cbm of discharge. The rule requires installation of U.S. Coast-Guard approved BWMS by new vessels constructed on or after December 1, 2013 and existing vessels as of their first drydocking after January 1, 2016. In May 2016, the U.S. Coast Guard published a review of the practicability of implementing a more stringent ballast water discharge standard. The results concluded that technology to achieve a significant improvement in ballast water treatment efficacy cannot be practically implemented. If U.S. Coast Guard-type approved technologies are not available by a vessel's compliance date, the vessel may request an extension to the deadline from the U.S. Coast Guard. The U.S. Coast Guard expects to review the practicability of implementing a more stringent ballast water discharge standard. In February 2016, the U.S. Coast Guard issued a new rule amending the Coast Guard's ballast water management recordkeeping requirements. Effective February 22, 2016, vessels with ballast tanks operating exclusively on voyages between ports or places within a single Captain of the Port zone must submit an annual report of their ballast water management practices. Further, under the amended requirements, vessels may submit their reports after arrival at the port of destination instead of prior to arrival.

### ***U.S. Clean Air Act***

The U.S. Clean Air Act of 1970, as amended, requires the EPA to promulgate standards applicable to emissions of volatile organic compounds and other air contaminants. Our vessels are subject to vapor control and recovery requirements for certain cargoes when loading, unloading, ballasting, cleaning and conducting other operations in regulated port areas and emission standards for so-called "Category 3" marine diesel engines operating in U.S. waters. The marine diesel engine emission standards are currently limited to new engines beginning with the 2004 model year. On April 30, 2010, the EPA promulgated final emission standards for Category 3 marine diesel engines equivalent to those adopted in the amendments to Annex VI. The emission standards apply in two stages: near-term standards for newly-built engines apply to engines installed beginning on January 1, 2011, and long-term standards requiring an 80% reduction in nitrogen dioxides apply to engines installed beginning on January 1, 2016. Aligned with the Annex VI Regulation 14 requirements, beginning in January 2015, the EPA emission standards also limit sulfur content in fuel used in Category 3 marine vessels operating in the North America ECA to 1,000 ppm (or 0.1% sulfur by mass). Compliance with these standards may cause us to incur costs to install control equipment on our vessels in the future.

### ***Regulation of Greenhouse Gas Emissions***

In February 2005, the Kyoto Protocol entered into force. Pursuant to the Kyoto Protocol, adopting countries are required to implement national programs to reduce emissions of greenhouse gases. Currently, the emissions of greenhouse gases from international transport are not subject to the Kyoto Protocol. The Paris Agreement, which was announced by the Parties to the United Nations Framework Convention on Climate Change in December 2015, similarly does not cover international shipping. However, to the extent that individual countries increase their regulation of domestic greenhouse gas emissions as a result of the Paris Agreement, we may experience increased regulation of greenhouse gas emissions resulting from regasification activities. The Paris Agreement entered into force in November 2016. Further, the IMO has subsequently reaffirmed its strong commitment to work to address greenhouse gas emissions from ships engaged in international trade. The IMO is evaluating various mandatory measures to reduce greenhouse gas emissions from international shipping, which may include market-based instruments or a carbon tax. The European Commission is pursuing a strategy to integrate maritime emissions into the overall European Union strategy to reduce greenhouse gas emissions. In accordance with this strategy, in April 2015 the European Parliament and Council adopted regulations requiring large vessels using European Union ports to monitor, report and verify their carbon dioxide emissions beginning in January 2018.

On January 1, 2013, the IMO's approved mandatory measures to reduce emissions of greenhouse gases from international shipping went into force. These include amendments to Annex VI for the prevention of air pollution from ships adding a new Chapter 4 to Annex VI on energy efficiency requiring the Energy Efficiency Design Index (the "EEDI") for new ships, and the Ship Energy Efficiency Management Plan (the "SEEMP") for all ships. Other amendments to Annex VI add new definitions and requirements for survey and certification, including the format for the International Energy Efficiency Certificate. The regulations apply to all ships of 400 gross tonnage and above. The IMO also adopted a mandatory requirement in October 2016 that ships of 5,000 gross tonnage and above record and report their fuel oil consumption. The requirement is expected to enter into force in March 2018. These new rules will likely affect the operations of vessels that are registered in countries that are signatories to Annex VI or vessels that call upon ports located within such countries. The implementation of the EEDI and the SEEMP standards could cause us to incur additional compliance costs. The IMO is also considering the development of a market-based mechanism for greenhouse gas emissions from ships, but it is impossible to predict the likelihood that such a standard might be adopted or its potential impact on our operations at this time. At the October 2016 Marine Environmental Protection Committee session, the IMO adopted a roadmap for developing a comprehensive IMO strategy on reduction of GHG emissions. The IMO anticipates adopting initial GHG reduction strategy in 2018. The EU has indicated that it intends to implement regulation in an effort to limit emissions of greenhouse gases from vessels if such emissions are not regulated through the IMO.

In the United States, the EPA issued a final finding that greenhouse gases threaten public health and safety and has promulgated regulations that regulate the emission of greenhouse gases, but not from ships. The EPA may decide in the future to regulate greenhouse gas emissions from ships and has already been petitioned by the California Attorney General to regulate greenhouse gas emissions from oceangoing vessels. Other federal and state regulations relating to the control of greenhouse gas emissions may follow, including climate change initiatives that have recently been considered in the U.S. Congress. Any passage of climate control legislation or other regulatory initiatives by the IMO, the European Union, the United States or other countries where we operate, or any treaty adopted at the international level, that restrict emissions of greenhouse gases could require us to make significant financial expenditures that we cannot predict with certainty at this time. In addition, even without such regulation, our business may be indirectly affected to the extent that climate change results in sea level changes or more intense weather events.

Other federal and state laws and regulations relating to the control of greenhouse gas emissions may come into effect, including climate change initiatives that have been considered in the U.S. Congress. Any passage of climate control legislation or other regulatory initiatives by the IMO, the European Union, the United States or other countries where we operate, or any treaty adopted at the international level to succeed the Kyoto Protocol, that restrict emissions of greenhouse gases could require us to make significant financial expenditures that we cannot predict with certainty at this time. In addition, even without such regulation, our business may be indirectly affected to the extent that climate change results in sea level changes or more intense weather events.

### ***Vessel Security Regulations***

Since the terrorist attacks of September 11, 2001, there have been a variety of initiatives intended to enhance vessel security. On November 25, 2002, the Maritime Transportation Act of 2002 (the "MTSA") came into effect. To implement certain portions of the MTSA, in July 2003, the U.S. Coast Guard issued regulations requiring the implementation of certain security requirements aboard vessels operating in waters subject to the jurisdiction of the United States. Similarly, in December 2002, amendments to SOLAS created a new chapter of the convention dealing specifically with maritime security. The new chapter became effective in July 2004 and imposed various detailed security obligations on vessels and port authorities, most of which are contained in the ISPS Code. The ISPS Code is designed to protect ports and international shipping against terrorism. After July 1, 2004, to trade internationally, a vessel must obtain an International Ship Security Certificate (an "ISSC") from a recognized security organization approved by the vessel's flag state.

Among the various requirements are:

- onboard installation of automatic identification systems to provide a means for the automatic transmission of safety-related information from among similarly equipped ships and shore stations, including information on a ship's identity, position, course, speed and navigational status;
- onboard installation of ship security alert systems, which do not sound on the vessel but only alert the authorities onshore;
- the development of vessel security plans;
- ship identification number to be permanently marked on a vessel's hull;

- a continuous synopsis record kept onboard showing a vessel's history, including the name of the ship, the state whose flag the ship is entitled to fly, the date on which the ship was registered with that state, the ship's identification number, the port at which the ship is registered and the name of the registered owner(s) and their registered address; and
- compliance with flag state security certification requirements.

The U.S. Coast Guard regulations, intended to align with international maritime security standards, exempt non-U.S. vessels from obtaining U.S. Coast Guard-approved MTSA vessel security plans provided such vessels have onboard an ISSC that attests to the vessel's compliance with SOLAS security requirements and the ISPS Code.

Our ship manager has developed Security Plans and appointed and trained Ship and Office Security Officers, and each of the vessels in our fleet complies with the requirements of the ISPS Code, SOLAS and the MTSA.

### ***Other Regulations***

#### *International Conventions*

Our vessels may also become subject to the 2010 HNS Convention, if it is adopted by a sufficient number of countries. The Convention creates a regime of liability and compensation for damage from hazardous and noxious substances ("HNS"), including liquefied gases. The 2010 HNS Convention sets up a two-tier system of compensation composed of compulsory insurance taken out by vessel owners and an HNS Fund which comes into play when the insurance is insufficient to satisfy a claim or does not cover the incident. Under the 2010 HNS Convention, if damage is caused by bulk HNS, claims for compensation will first be sought from the vessel owner up to a maximum of 100 million from the supplementary foreign exchange reserve assets defined and maintained by the International Monetary Fund called Special Drawing Rights ("SDR"). If the damage is caused by packaged HNS or by both bulk and packaged HNS, the maximum liability is 115 million SDR. Once the limit is reached, compensation will be paid from the HNS Fund up to a maximum of 250 million SDR. The 2010 HNS Convention has not been ratified by a sufficient number of countries to enter into force, and we cannot estimate the costs that may be needed to comply with any such requirements that may be adopted with any certainty at this time.

#### *Indonesia Environmental Regulation of FSRUs*

In Indonesia, the environmental requirements of downstream business activity for the gas industry are regulated and supervised by the Government of Indonesia and controlled through business and technical licenses issued by the Minister of Energy and Mineral Resources and BPH Migas, the regulatory agency for downstream oil and gas activity. Under Law 22, the Government of Indonesia has the exclusive rights to gas exploitation and activities carried out by private entities based on government-issued licenses. Companies engaging in downstream activities must comply with environmental management and occupational health and safety provisions related to operations. This includes obtaining environmental licenses and conducting environmental monitoring and reporting for activities that may have an impact on the environment such as the environmental impact assessment required under Law No. 32 of 2009 regarding Environmental Protection and Management. Failure to comply with these laws and obtain the necessary business and technical licenses may subject us to sanctions including suspension and/or freezing of the business and responsibility for all damages arising from any violation. We believe we are currently in compliance with these laws and hold all applicable licenses. However, these laws are subject to change, and we cannot predict any future changes in the regulatory environment, which could result in increased costs to our business.

#### *Colombia Environmental Regulation of FSRUs*

While Colombia has a comprehensive suite of environmental regulations, there are currently no regulatory requirements specific to activities associated with the importation of LNG. In 2011, the Energy and Gas Regulatory Commission passed Resolution 106, which recognized that Colombia's demand for natural gas could be met through LNG imports and proposed technical requirements for, among other things, the construction of LNG import plants. The Mines and Energy Ministry in 2015 subsequently proposed a resolution regarding those technical requirements, but it has not yet passed the resolution. In the meantime, we have obtained a port concession from the Colombian National Infrastructure Agency, as well as an environmental license from the National Authority for Environmental Licenses, each with respect to the FSRU Höegh Grace. Our operations in Colombia may also be subject to other permits to be issued by various entities, including the General Maritime Director of the Ministry of Defense.

We are unable to predict the impacts that any Colombian regulations will have on our business. The adoption of national and local laws or regulations and additional international treaties or conventions could materially increase our costs of operation and materially impact our ability to operate in Colombian waters.

### *Turkey Environmental Regulation of FSRUs*

In Turkey, LNG import operations are subject to environmental laws and regulations promulgated by the Ministry of Environment and Urban Planning. All LNG import facilities must obtain a positive assessment of the project's environmental impacts from the Ministry of Environment and Urban Planning. Thereafter, LNG import facilities must also obtain other permits and approvals, including an environmental permit. Under current Turkish environmental laws and regulations, governmental authorities may suspend or terminate non-compliant operations, levy monetary penalties and require non-compliant entities to bear the cost of related remediation programs. Turkish environmental and criminal laws allow private actions and impose liability for damages arising from non-compliant operations, as well as criminal penalties (such as imprisonment and monetary fines) for certain types of violations. We believe we are currently in compliance with these laws and hold all applicable licenses. However, these laws and permits are subject to change, and we cannot predict any future changes in the regulatory environment, which could result in increased costs to our business or restrictions on our operations.

### *Egyptian Environmental Regulation of FSRUs*

The Egyptian Authority for Maritime Safety regulates vessels in the national waters of Egypt, including the *Höegh Gallant*. Emissions associated with the operation of the vessel may also be regulated by other agencies. To the extent that a change in law in Egypt (other than future laws requiring changes to the structure, machinery, boilers, appurtenances or spare parts of the *Höegh Gallant*) has an identifiable financial impact on the economics of the *Höegh Gallant* time charter, the terms of the time charter require the owner and charterer to meet to discuss in good faith and agree upon the necessary actions and changes to offset such impact.

### *In-House Inspections*

Höegh LNG Management, our ship manager, regularly inspects our vessels for compliance with laws of host countries; both at sea and while in port. We also inspect and audit our vessels regularly to verify conformity with manager's reports. These inspections result in a report containing recommendations for improvements to the overall condition of the vessel, maintenance, safety and crew welfare. Based in part on these evaluations, we create and implement a program of continual maintenance for our vessels and their systems.

### **Taxation of the Partnership**

The following are discussions of the material tax considerations applicable to us under U.S., United Kingdom, Marshall Islands, Norway, Singapore, Indonesia, Cyprus and Egypt law, respectively. These discussions are based upon provisions of the applicable tax law as in effect on the date of this Annual Report, regulations and current administrative rulings and court decisions, all of which are subject to change or differing interpretation, possibly with retroactive effect. Changes in these authorities or their interpretation may cause the tax consequences to vary substantially from the consequences described below.

#### ***United States Taxation***

The following is a discussion of the material U.S. federal income tax considerations applicable to us. This discussion is based upon provisions of the Code as in effect on the date of this Annual Report, existing final and temporary Treasury Regulations thereunder, and current administrative rulings and court decisions, all of which are subject to change or differing interpretation, possibly with retroactive effect. Changes in these authorities or their interpretation may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the U.S. federal income tax considerations applicable to us.

#### *Election to be Treated as a Corporation*

We have elected to be treated as a corporation for U.S. federal income tax purposes. As such, we are subject to U.S. federal income tax to the extent we earn income from U.S. sources or income that is treated as effectively connected with the conduct of a trade or business in the United States, unless such income is exempt from tax under Section 883 of the Code or otherwise.

### *Taxation of Operating Income*

Substantially all of our gross income is attributable, and we expect it will continue to be attributable, to the transportation, regasification and storage of LNG. Gross income generated from regasification and storage of LNG outside of the United States generally is not subject to U.S. federal income tax, and gross income generated from such activities in the United States generally is subject to U.S. federal income tax on a net basis plus a branch profits tax. Gross income that is attributable to transportation that either begins or ends, but that does not both begin and end, in the United States (“U.S. Source International Transportation Income”) is considered to be 50.0% derived from sources within the United States and may be subject to U.S. federal income tax on a gross basis as described below. Gross income attributable to transportation that both begins and ends in the United States (“U.S. Source Domestic Transportation Income”) is considered to be 100.0% derived from sources within the United States and generally is subject to U.S. federal income tax on a net basis plus a branch profits tax. Gross income attributable to transportation exclusively between non-U.S. destinations will be considered to be 100.0% derived from sources outside the United States and generally is not subject to U.S. federal income tax.

We are not permitted by law to engage in transportation that gives rise to U.S. Source Domestic Transportation Income, and we currently do not anticipate providing any regasification or storage services within the territorial seas of the United States. However, certain of our activities give rise to U.S. Source International Transportation Income, and future expansion of our operations could result in an increase in the amount of U.S. Source International Transportation Income, all of which could be subject to U.S. federal income taxation unless an exemption from U.S. taxation applies under Section 883 of the Code (the “Section 883 Exemption”).

#### *The Section 883 Exemption*

In general, the Section 883 Exemption provides that if a non-U.S. corporation satisfies the requirements of Section 883 of the Code and Treasury Regulations thereunder (the “Section 883 Regulations”), it will not be subject to the net basis and branch profits taxes or the 4.0% gross basis tax described below on its U.S. Source International Transportation Income. The Section 883 Exemption applies only to U.S. Source International Transportation Income and does not apply to U.S. Source Domestic Transportation Income. As discussed below, we believe that based on our current ownership structure, the Section 883 Exemption applies and we are not subject to U.S. federal income tax on our U.S. Source International Transportation Income.

We qualify for the Section 883 Exemption for a particular taxable year if, among other things, we meet the following three requirements:

- we are organized in a jurisdiction outside the United States that grants an equivalent exemption from tax to corporations organized in the United States with respect to the types of U.S. Source International Transportation Income that we earn (an “Equivalent Exemption”);
- we satisfy the Publicly Traded Test (as described below) or the Qualified Shareholder Stock Ownership Test (as described below); and
- we meet certain substantiation, reporting and other requirements.

In order for a non-U.S. corporation to meet the Publicly Traded Test, its equity interests must be “primarily traded” and “regularly traded” on an established securities market either in the United States or in a jurisdiction outside the United States that grants an Equivalent Exemption. The Section 883 Regulations provide, in pertinent part, that equity interests in a non-U.S. corporation will be considered to be “primarily traded” on an established securities market in a given country if, with respect to the class or classes of equity relied upon to meet the “regularly traded” requirement described below, the number of units of each such class that are traded during any taxable year on all established securities markets in that country exceeds the number of units in such class that are traded during that year on established securities markets in any other single country.

Equity interests in a non-U.S. corporation will be considered to be “regularly traded” on an established securities market under the Section 883 Regulations if one or more classes of such equity interests that, in the aggregate, represent more than 50.0% of the combined vote and value of all outstanding equity interests in the non-U.S. corporation satisfy certain listing and trading volume requirements. These listing and trading volume requirements will be satisfied with respect to a class of equity interests if trades in such class are effected, other than in de minimis quantities, on an established securities market on at least 60 days during the taxable year and the aggregate number of units in such class that are traded on such established securities market during the taxable year is at least 10.0% of the average number of units outstanding in that class during the taxable year (with special rules for short taxable years). In addition, a class of equity interests will be considered to satisfy these listing and trading volume requirements if the equity interests in such class are traded during the taxable year on an established securities market in the United States and are “regularly quoted by dealers making a market” in such class (within the meaning of the Section 883 Regulations).

Even if a class of equity interests satisfies the foregoing requirements, and thus generally would be treated as “regularly traded” on an established securities market, an exception may apply to cause the class to fail the regularly traded test for a taxable year if, for more than half of the number of days during the taxable year, one or more 5.0% unitholders (i.e., unitholders owning, actually or constructively, at least 5.0% of the vote and value of that class) own in the aggregate 50.0% or more of the vote and value of the class (the “Closely Held Block Exception”). For purposes of identifying its 5.0% unitholders, a non-U.S. corporation is entitled to rely on Schedule 13D and Schedule 13G filings with the SEC. In addition, an investment company that is registered under the Investment Company Act of 1940, as amended, is not treated as a 5.0% unitholder. The Closely Held Block Exception does not apply, however, in the event the corporation can establish that a sufficient proportion of such 5.0% unitholders are Qualified Shareholders (as defined below) so as to preclude other persons who are 5.0% unitholders from owning 50.0% or more of the value of that class for more than half the days during the taxable year.

As set forth above, as an alternative to satisfying the Publicly Traded Test, a non-U.S. corporation may qualify for the Section 883 Exemption by satisfying the Qualified Shareholder Stock Ownership Test. A corporation generally will satisfy the Qualified Shareholder Stock Ownership Test if more than 50.0% of the value of its outstanding equity interests is owned, or treated as owned after applying certain attribution rules, for at least half of the number of days in the taxable year by:

- individual residents of jurisdictions that grant an Equivalent Exemption;
- non-U.S. corporations organized in jurisdictions that grant an Equivalent Exemption and that meet the Publicly Traded Test; or
- certain other qualified persons described in the Section 883 Regulations (which we refer to collectively as Qualified Shareholders).

We believe that we currently satisfy all of the requirements for the Section 883 Exemption, and we expect that we will continue to satisfy such requirements. First, we are organized under the laws of the Republic of the Marshall Islands. The U.S. Treasury Department has recognized the Republic of the Marshall Islands as a jurisdiction that grants an Equivalent Exemption with respect to the type of U.S. Source International Transportation Income we earn and expect to earn in the future. Consequently, our U.S. Source International Transportation Income (including for this purpose, any such income earned by our joint ventures and subsidiaries) should be exempt from U.S. federal income taxation provided we meet either the Publicly Traded Test or the Qualified Shareholder Stock Ownership Test and we satisfy certain substantiation, reporting and other requirements.

Our common units are traded only on the New York Stock Exchange, which is considered to be an established securities market. Based on this fact, the number of our common units that is traded on the New York Stock Exchange exceeds the number of our common units that is traded on any other securities market, and this is not expected to change. Therefore, we believe that our equity interests are “primarily traded” on an established securities market for purposes of the Publicly Traded Test. Although the matter is not free from doubt, based upon our analysis of our current and expected cash flow and distributions on our outstanding equity interests, we believe that our common units represent more than 50.0% of the total value of all of our outstanding equity interests. In addition, we believe that we currently satisfy, and expect that we will continue to satisfy, the listing and trading volume requirements described previously. Therefore, we believe that our equity interests are “primarily traded” on an established securities market for purposes of the Publicly Traded Test.

Further, our partnership agreement provides that any person or group that beneficially owns more than 4.9% of any class of our units then outstanding generally will be treated as owning only 4.9% of such units for purposes of voting for directors. There can be no assurance that this limitation will be effective to eliminate the possibility that we will have any 5.0% unitholders for purposes of the Closely Held Block Exception. Nevertheless, we believe that our common units have not lost eligibility for the Section 883 Exemption as a result of the Closely Held Block Exception based upon the current ownership of our common units. Thus, although the matter is not free from doubt and is based upon our belief and expectations regarding our satisfaction of the factual requirements described above, we believe that we satisfied the Publicly Traded Test for 2014 and 2015, and we expect that we will satisfy the Publicly Traded Test for the current and all future taxable years.

The legal conclusions described above are based upon legal authorities that do not expressly contemplate an organizational structure such as ours. In particular, although we have elected to be treated as a corporation for U.S. federal income tax purposes, we are organized as a limited partnership under Marshall Islands law. Accordingly, while we believe that, assuming the factual requirements described above are satisfied, our common units should be considered to be “regularly traded” on an established securities market and that we satisfy the requirements of the Section 883 Exemption, it is possible that the IRS would assert that our common units do not meet the “regularly traded” test. In addition, as described previously, our ability to satisfy the Publicly Traded Test depends upon factual matters that are subject to change. Should any of the factual requirements described above fail to be satisfied, we may not be able to satisfy the Publicly Traded Test. Furthermore, our board of directors could determine that it is in our best interests to take an action that would result in our not being able to satisfy the Publicly Traded Test in the future. Please read “—The Net Basis and Branch Profits Tax” and “—The 4.0% Gross Basis Tax” below for a discussion of the tax consequences in the event we do not qualify for the Section 883 Exemption.

In the event we are not able to satisfy the Publicly Traded Test for a taxable year, we may be able to satisfy the Qualified Shareholder Stock Ownership Test for that year provided Høegh LNG owns more than 50.0% of the value of our outstanding equity interests for more than half of the days in such year, Høegh LNG itself meets the Publicly Traded Test for such year and Høegh LNG provides us with certain information that we need in order to claim the benefits of the Qualified Shareholder Stock Ownership Test. Based on representations made by Høegh LNG with respect to its present share ownership, exchange-traded shares and trading volumes, we believe Høegh LNG presently meets the Publicly Traded Test, and Høegh LNG has agreed to provide the information referenced above. However, there can be no assurance that Høegh LNG will continue to meet the Publicly Traded Test or be able to provide the information we need to claim the benefits of the Section 883 Exemption under the Qualified Shareholder Ownership Test. Further, the relative values of our equity interests are uncertain and subject to change, and as a result Høegh LNG may not own more than 50.0% of the value of our outstanding equity interests for the current or any future year. Consequently, there can be no assurance that we would meet the Qualified Shareholder Stock Ownership Test based upon the ownership by Høegh LNG of an indirect ownership interest in us.

#### *The Net Basis Tax and Branch Profits Tax*

If we earn U.S. Source International Transportation Income and the Section 883 Exemption does not apply, the U.S. source portion of such income would be treated as effectively connected with the conduct of a trade or business in the United States (“Effectively Connected Income”) if we have a fixed place of business in the United States involved in the earning of U.S. Source International Transportation Income and substantially all of our U.S. Source International Transportation Income is attributable to regularly scheduled transportation or, in the case of vessel leasing income, is attributable to a fixed place of business in the United States. In addition, if we earn income from regasification or storage of LNG within the territorial seas of the United States, such income would be treated as Effectively Connected Income. Based on our current operations, substantially all of our potential U.S. Source International Transportation Income is not attributable to regularly scheduled transportation or is received pursuant to vessel leasing, and none of our regasification or storage activities occur within the territorial seas of the United States. As a result, we do not anticipate that any of our U.S. Source International Transportation Income or income earned from regasification or storage activities will be treated as Effectively Connected Income. However, there is no assurance that we will not earn income pursuant to regularly scheduled transportation or vessel leasing attributable to a fixed place of business in the United States or earn income from regasification or storage activities within the territorial seas of the United States, in the future, which would result in such income being treated as Effectively Connected Income.

Any income we earn that is treated as Effectively Connected Income, net of applicable deductions, would be subject to U.S. federal corporate income tax (imposed at rates of up to 35.0%). In addition, a 30.0% branch profits tax could be imposed on any income we earn that is treated as Effectively Connected Income, as determined after allowance for certain adjustments, and on certain interest paid or deemed paid by us in connection with the conduct of our U.S. trade or business.

#### *Taxation of Gain from the Sale of a Vessel*

On the sale of a vessel that has produced Effectively Connected Income, we could be subject to the net basis U.S. federal corporate income tax as well as branch profits tax with respect to the gain recognized up to the amount of certain prior deductions for depreciation that reduced Effectively Connected Income. Otherwise, we would not be subject to U.S. federal income tax with respect to gain realized on the sale of a vessel, provided the sale is considered to occur outside of the United States under U.S. federal income tax principles. In general, a sale of vessel will be considered to occur outside of the United States for this purpose if title to the vessel, and risk of loss with respect to the vessel, pass to the buyer outside the United States. It is expected that any sale of a vessel by us will be considered to occur outside of the United States.

#### *The 4.0% Gross Basis Tax*

If the Section 883 Exemption does not apply and the net basis tax does not apply, we would be subject to a 4.0% U.S. federal income tax on the U.S. source portion of our gross U.S. Source International Transportation Income, without benefit of deductions. Under the sourcing rules described above under “—Taxation of Operating Income”, 50.0% of our U.S. Source International Transportation Income would be treated as being derived from U.S. sources.

### ***Marshall Islands Taxation***

Because we, our operating subsidiary and our controlled affiliates do not, and do not expect to conduct business, transactions or operations in the Republic of the Marshall Islands, neither we nor our controlled affiliates will be subject to income, capital gains, profits or other taxation under current Marshall Islands law, other than taxes or fees due to (i) the continued existence of legal entities registered in the Republic of the Marshall Islands, (ii) the incorporation or dissolution of legal entities registered in the Republic of the Marshall Islands, (iii) filing certificates (such as certificates of incumbency, merger, or redomiciliation) with the Marshall Islands registrar, (iv) obtaining certificates of goodstanding from, or certified copies of documents filed with, the Marshall Islands registrar, or (v) compliance with Marshall Islands law concerning vessel ownership, such as tonnage tax. As a result, distributions by our operating subsidiaries and our controlled affiliates to us will not be subject to Marshall Islands taxation.

### ***Norway Taxation***

The following is a discussion of the material Norwegian tax consequences applicable to us. This discussion is based upon existing legislation and current tax authority practice as of the date of this Annual Report. Changes in this legislation and practice may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the Norwegian tax considerations applicable to us.

As we do not have any Norwegian incorporated subsidiaries, there is no Norwegian taxation by virtue of being resident in Norway. We, our operating company, our joint ventures and our non-Norwegian incorporated subsidiaries do not contemplate to hold board meetings in Norway, to have a board consisting of a majority of Norwegian residents or to pass resolutions in any board with a majority of Norwegian resident directors.

#### *Taxation of the Partnership and Non-Norwegian Incorporated Subsidiaries.*

As we are a partnership and do not expect to be managed and controlled within Norway nor carrying out business in Norway, we do not expect to be subject to taxation in Norway. While certain of our joint ventures and non-Norwegian incorporated subsidiaries will enter into agreements with Høegh Norway and Høegh LNG Management, Norwegian incorporated and resident companies, for the provision of certain management and administrative services, we believe that the terms of these agreements will not result in us, our operating company or any of our non-Norwegian incorporated subsidiaries being treated as being resident in the Norway or having a permanent establishment or carrying out business in Norway. As a consequence, we expect that neither our profits, the profits of our operating company or any of our joint ventures and non-Norwegian incorporated subsidiaries will be subject to Norwegian corporation tax. We do not currently anticipate that any of our joint ventures and non-Norwegian incorporated subsidiaries will be controlled or managed in Norway or have a permanent establishment or otherwise carry on business in Norway. Accordingly, we do not anticipate that any of our joint ventures and non-Norwegian incorporated subsidiaries will be subject to Norwegian corporation tax.

### ***United Kingdom Taxation***

The following is a discussion of the material United Kingdom tax consequences applicable to us. This discussion is based upon existing legislation and current H.M. Revenue & Customs practice as of the date of this Annual Report. Changes in these authorities may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the United Kingdom tax considerations applicable to us.

#### *Taxation of the Partnership and non-United Kingdom Incorporated Subsidiaries.*

As we are a limited partnership and do not expect to be managed and controlled within the United Kingdom nor trade in the United Kingdom, we do not expect to be subject to taxation in the United Kingdom. While we and our operating company have entered into agreements with Høegh UK and Leif Høegh UK, companies incorporated and resident in the United Kingdom, for the provision of certain administrative services, we believe that the terms of these agreements will not result in us or our operating company being treated as being resident in the United Kingdom or having a permanent establishment or carrying on a trade in the United Kingdom. As a consequence, we expect that neither our profits nor the profits of our operating company will be subject to United Kingdom corporation tax. We do not currently anticipate that any of our other non-United Kingdom incorporated subsidiaries will be controlled or managed in the United Kingdom or have a permanent establishment or otherwise carry on a trade in the United Kingdom. Accordingly, we do not anticipate that any of our non-United Kingdom incorporated subsidiaries will be subject to United Kingdom corporation tax.

#### *Taxation of United Kingdom Incorporated Subsidiaries.*

Höegh UK is incorporated in the United Kingdom and we anticipate will be centrally managed and controlled in the United Kingdom and therefore will be regarded for the purposes of United Kingdom tax as being resident in the United Kingdom and liable to United Kingdom corporation tax on its worldwide income and chargeable gains. As of December 31, 2015, the generally applicable rate of United Kingdom corporation tax was 20.0%. The rate of corporate tax is expected to reduce to 19% on April 1, 2017 and then reduce further to 18% and 17% in April 2018 and April 2020, respectively. Höegh UK (and any other UK resident subsidiaries which we acquire) will generally be liable to tax at this rate on their income, profits and gains after deducting expenses incurred wholly and exclusively for the purposes of the business being undertaken. There is currently no United Kingdom withholding tax on distributions made by United Kingdom resident companies (such as Höegh UK).

#### ***Singapore Taxation***

The following is a discussion of the material Singapore tax consequences applicable to us. This discussion is based upon existing legislation and current Inland Revenue Authority of Singapore practice as of the date of this Annual Report. Changes in the existing legislation and current practice may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the Singapore tax considerations applicable to us.

#### *Taxation of the Partnership and non-Singapore Incorporated Subsidiaries.*

As we are a limited partnership and do not expect to be managed and controlled within Singapore or carry on a trade or business in Singapore, we do not expect to be subject to taxation in Singapore. Similarly, as the non-Singapore incorporated subsidiaries are not managed and controlled within Singapore or carry on a trade or business in Singapore, the non-Singapore incorporated subsidiaries should not be subject to taxation in Singapore.

#### *Taxation of the Singapore Incorporated Subsidiary.*

Höegh Lampung is incorporated in Singapore, and we anticipate that it will be centrally managed and controlled in Singapore. As a result, Höegh Lampung will be regarded for the purposes of Singapore tax as being resident in Singapore and liable to Singapore corporate income tax on income accrued in or derived from Singapore or income received in Singapore from outside Singapore in respect of (i) gains or profits from any trade or business, (ii) income from investment such as dividends, interest and rental, (iii) royalties, premiums and any other profits from property and (iv) other gains of an income nature. The generally applicable rate of Singapore corporation tax is 17%. Höegh Lampung will generally be liable to tax at this rate on its income, profits and gains after deducting revenue expenses incurred wholly and exclusively for the purposes of the business being undertaken.

Under Section 12(6) of the Income Tax Act, Chapter 134 of Singapore (“ITA”), the following payments are deemed to be derived from Singapore:

- any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is:
  - borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or
  - deductible against any income accruing in or derived from Singapore; or
- any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Payments falling within the two bullet points above and made by Höegh Lampung, would fall within Section 12(6) of the ITA. Unless exempted, such payments, where made to a person not known to Höegh Lampung to be a tax resident in Singapore, are generally subject to withholding tax in Singapore.

## ***Indonesian Taxation***

The following is a discussion of the material Indonesia tax consequences applicable to us. This discussion is based upon existing legislation and current Directorate General of Taxes of Indonesia (“DGT”) practice as of the date of this Annual Report. Changes in the existing legislation and current practice may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the Indonesia tax considerations applicable to us.

### *Taxation of the Partnership and non-Indonesian Incorporated Subsidiaries*

As we are a limited partnership and do not expect to be managed and controlled or domiciled within Indonesia or conduct business or carry out activities through a permanent establishment in Indonesia, we do not expect to be subject to taxation in the Indonesia.

We do not currently anticipate that any of our other non-Indonesian incorporated subsidiaries will be controlled, managed or domiciled in Indonesia or conduct business or carry out activities through a permanent establishment in Indonesia. Accordingly, we do not anticipate that any of our non-Indonesian incorporated subsidiaries will be subject to Indonesian corporate income tax.

### *Taxation of Operating Income*

PT Høegh’s main business activity in Indonesia is to provide the lease, operation, and maintenance of the *PGN FSRU Lampung* to PGN LNG. As PT Høegh was established in Indonesia, it is a resident taxpayer. Under Law No. 36 Year 2008 regarding Income Tax (“Income Tax Law” or “ITL”), PT Høegh is subject to Corporate Income Tax (“CIT”) of 25% on taxable income derived from the business activities performed. Therefore, any income generated by PT Høegh from PGN LNG in regards to the lease, operation, and maintenance of the *PGN FSRU Lampung* is subject to CIT of 25% (after deductions for allowable expenses in accordance with the ITL provisions).

Taxable income is calculated on the basis of accounting profits as modified by certain tax adjustments. Any tax loss can be carried forward for a maximum period of 5 years. Loss carry back is not permitted in Indonesia.

For tax purposes, costs incurred in relation to the acquisition of fixed assets are deductible (through depreciation) over a useful life of four to twenty years depending on the type of the fixed assets. In this regard, although the commercial useful life of a fixed asset is more than twenty years, such asset shall only be depreciated for a maximum of twenty years for tax purposes.

Depreciation commences in the month when expenditures are incurred. The annual depreciation can be calculated either using the straight line method or double declining balance method.

The ITL taxes the world-wide income of Indonesian tax residents; however, we do not anticipate that PT Høegh will generate income outside of Indonesia.

### *Taxation of the Sale of the PGN FSRU Lampung to PGN LNG*

PGN LNG was granted an option to purchase the *PGN FSRU Lampung* from PT Høegh at specified prices as set out in the time charter for *PGN FSRU Lampung*. Any gain arising from the sale of the FSRU (i.e. sales price less tax book value) will be subject to CIT at the rate of 25% to PT Høegh.

### *Withholding Taxes (“WHT”)*

PT Høegh is required to withhold:

- WHT under Article 23/26 of the ITL at the following rates:
  - 2% on payments for rent (other than land and/or building), fees for technical, management and other services to another resident taxpayer;
  - 15% on payments of dividends, interest and royalties to another resident taxpayer; and
  - 20% (or a reduced tax treaty rate) on payments relating to services, dividends, interest and royalties to a non-resident taxpayer. The reduced tax treaty rate is also subject to the availability of the Certificate of Domicile of the counter party in the form prescribed by the Indonesian tax regulations and fulfilment of Indonesian Tax Treaty use requirements.
  - WHT under Article 4(2) of the ITL at the rate of 10% for rent of land and/or buildings and at 3% to 6% on payments for construction services to another resident taxpayer; and
  - WHT under Article 15 of the ITL at the rate of 1.2% on payments related to domestic shipping services.

Salaries and wages paid to resident employees are subject to Employee Income Tax (“EIT”) under Article 21 of the ITL at progressive rates of maximum 30%. Salaries paid to non-resident employees are subject to EIT under Article 26 of the ITL at the rate of 20% from the gross salary amount. PT Höegh is required to withhold and remit EIT on monthly basis.

#### *Value Added Tax (“VAT”)*

Any fees charged by PT Höegh for services provided to PGN LNG are subject to VAT at 10%. Such VAT on revenue is called Output VAT. The Output VAT can be offset with the VAT that PT Höegh pays for the procurement of goods and/or services (“Input VAT”). If the Output VAT exceeds the Input VAT in a particular month, the balance is required to be settled by PT Höegh. However, if the Input VAT exceeds the Output VAT, the VAT overpayment can be carried forward to the following month or a refund can be requested at year end. A VAT refund request will automatically trigger a tax audit.

VAT of 10% would also be charged on the sale of the FSRU to PGN LNG, if applicable.

#### *Debt to Equity Ratio Requirement*

Under Minister of Finance (“MoF”) Regulation No. 169/PMK.010/2015 (“PMK-169”) Indonesian corporate taxpayers are subject to a limit in claiming financing costs as tax deduction where their debt to equity ratio exceeds 4:1. PMK 169 was effective from fiscal year 2016 onwards.

PMK 169 stipulates that debt shall include long-term debt, short-term debt and trade payables which bear interest. Equity includes all items recorded under the equity section of the balance sheet based on the prevailing accounting standards and interest-free loans from related parties.

In case the balance of equity is zero or negative, no financing costs of the taxpayer can be deducted. In case the actual ratio of the debt and equity exceeds 4:1 the deductible financing costs must be adjusted to an allowable amount based on the 4:1 ratio.

Certain industries, including the infrastructure industry, are exempted from the debt to equity ratio requirements. The infrastructure industry is not defined in PMK-169, and there is not yet any further guidance issued by the DGT regarding this matter. Therefore it is not currently certain whether PT Höegh will be classified as part of the infrastructure industry and be exempted from the requirements.

#### *Cyprus Taxation*

The following is a discussion of the material Cyprus tax consequences applicable to us. This discussion is based upon existing legislation and current tax practice as of the date of this Annual Report. Changes in the existing legislation and current practice may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the Cyprus tax considerations applicable to us.

#### *Taxation of profits and deduction for losses*

Höegh Cyprus, acting through its Egypt Branch, provides a FSRU on a time charter to EgyptCo. The time charter activities are operated in the Egypt Branch.

Cyprus tax law exempts foreign branch profits from Cyprus corporate income tax, subject to certain exceptions. We have received a ruling from the Cyprus tax authorities confirming that this exemption applies for the profits in the Egypt Branch.

Any tax losses incurred by the Egypt Branch can be used as a deduction against the taxable income of Höegh Cyprus for the same year. Any unutilized branch tax losses can be carried forward. A claw-back applies for previous losses utilized in the year in which the Egypt Branch becomes profitable. Losses clawed back through taxation of equal profits are restricted to losses offset with profits/losses being carried forward and exclude expired losses (i.e. exclude losses which were carried forward but not offset with profits due to the lapse of the 5 year carry forward period from the date the losses were incurred).

#### *WHT*

Cyprus does not levy any withholding taxes on interest and dividend payments to non-Cyprus tax residents (whether legal persons or individuals). As such, dividends and interest payments made by Höegh Cyprus should not be subject to WHT.

## *VAT*

As per the ruling obtained with the Cyprus Tax Authority, Höegh Cyprus does not have an obligation to register for VAT purposes in Cyprus. Any income generated by Höegh Cyprus through the Egypt Branch from the time charter or any services (ship management, commercial management, crew management, etc.) received by the Egypt Branch will not trigger an obligation to account for Cypriot VAT.

### ***Egyptian Taxation***

The following is a discussion of the material Egypt tax consequences applicable to us. This discussion is based upon existing legislation and current practice as of the date of this Annual Report. Changes in the existing legislation and current practice may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the Egypt tax considerations applicable to us.

#### *Taxation of Höegh Cyprus in Egypt – CIT and free zone*

The Egypt Branch is registered as a legal entity in Egypt in the Suez Public Free Zone. The Egypt Branch is subject to a 1% free zone fee on the revenues from activities permitted under its free zone license (e.g., the time charter hire paid by EgyptCo), but is exempt from CIT on profits from the same activities.

#### *WHT*

Profit repatriation from the Egypt Branch is exempt from WHT.

The Egypt Branch has not drawn down debt with maturity less than three years and, as such, interest payments are not subject to WHT.

Payments for services made to recipients that are not tax resident in Egypt are subject to 20% WHT, subject to reduction or elimination under applicable tax treaties.

#### *Sales tax*

As a free zone entity, the Egypt Branch is not subject to sales tax on the activities permitted under its free zone license and within the permitted location to operate (e.g., the time charter hire paid by EgyptCo and related acquired goods and services).

#### *Exit taxation*

The exit of the FSRU from Egypt after the end of the time charter would be considered a deemed sale of the FSRU for Egyptian tax purposes. The gains from the deemed sale would be subject to CIT (currently at 22.5%). The gain is calculated as the fair market value of the FSRU on the exit less the tax base value after deemed depreciation based on the assumption that it is considered as an asset.

### ***Colombian Taxation***

The following is a discussion of the material Colombian tax consequences applicable to us. This discussion is based upon existing legislation and current practice as of the date of this Annual Report. Changes in the existing legislation and current practice may cause the tax consequences to vary substantially from the consequences described below. The following discussion does not purport to be a comprehensive description of all of the Colombian tax considerations applicable to us.

#### *Taxation of profits of Höegh FSRU IV*

Höegh FSRU IV leases an FSRU to a charterer in Colombia. The lease agreement is regarded as a finance lease for Colombian tax purposes. Höegh FSRU IV would not have a permanent establishment in Colombia and therefore would not be subject to Colombian corporate income tax ("CIT"), income tax for equality ("CREE"), VAT or Industry and Trade Tax ("ITT"). The financial component of the financial lease paid to Höegh FSRU IV would be subject to 1% withholding tax in lieu of corporate income tax in Colombia.

### *Taxation of profits of Höegh Colombia*

Höegh Colombia provides services to the charterer in Colombia. Höegh Colombia is subject to CIT levied on its worldwide income at a 25% tax rate, plus CREE surcharge at a 15% rate. The taxable basis is determined as the net taxable income (gross revenues less allocable costs and expenses). Therefore, the marginal tax rate for both CIT plus the CREE surcharge is 40% in 2016.

In addition, to the ordinary taxation system, a presumptive tax system applies. Under the presumptive tax system, Colombian rules provide that net taxable income cannot be less than a cap calculated as 3% of the company's net equity as of December 31 of the previous year. Accordingly, if net taxable income is lower than the cap, the ordinary taxation will be disregarded and presumptive tax system considerations will apply.

#### *WHT*

Dividends paid out of retained profits as of December 31, 2016, that were subject to tax at the Colombian corporate level are exempt from WHT when distributed to foreign non-resident shareholders. Otherwise, a 33% WHT rate applies.

#### *VAT*

The services rendered by Höegh Colombia are subject to 16% VAT.

#### *Financial Transaction Tax*

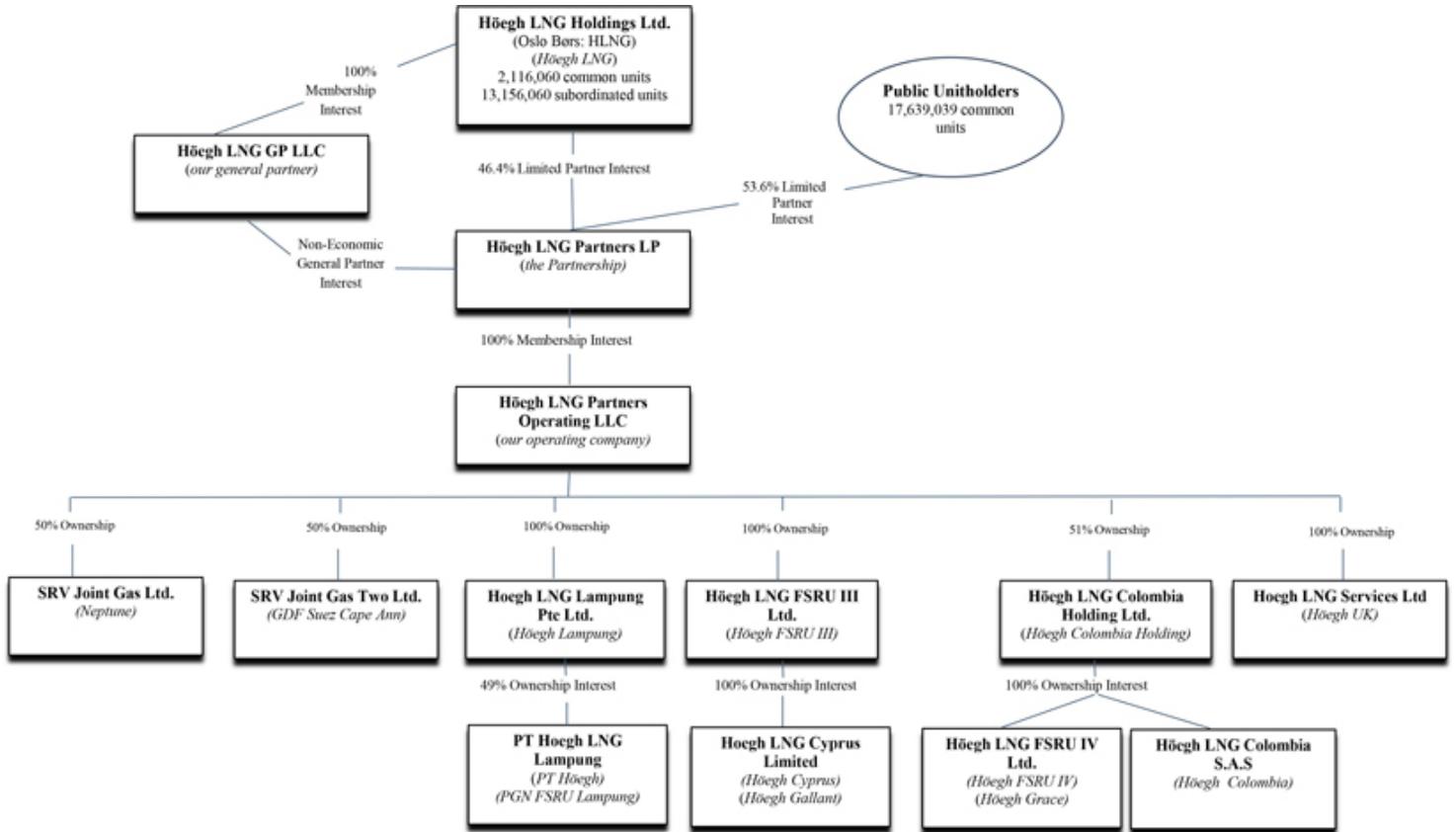
Financial Transaction Tax is levied on the transfers from Colombian bank accounts at a rate of 0.4% of the amount transferred. A 50% share of the Financial Transaction Tax is deductible for CIT and CREE purposes for the year ended December 31, 2016.

#### *ITT*

ITT will be applicable in Cartagena for the services provided through the Cartagena office and services provided on-shore or within the boundaries of the Cartagena District.

**C. Organizational Structure**

We are a publicly traded limited partnership formed on April 28, 2014. The diagram below depicts our simplified organizational and ownership structure as of March 31, 2017.



We listed our common units on the New York Stock Exchange (“NYSE”) in August 2014 under the ticker symbol “HMLP.”

We were formed under the law of the Marshall Islands and maintain our principal executive headquarters at Wessex House, 5th Floor, 45 Reid Street, Hamilton HM12, Bermuda.

A full list of our significant operating and vessel-owning subsidiaries is included in Exhibit 8.1.

**D. Property, Plant and Equipment**

Other than the vessels in our fleet, we do not have any material property.

**Item 4A. Unresolved Staff Comment**

Not applicable.

## Item 5. Operating and Financial Review and Prospects

You should read the following discussion of our financial condition and results of operations in conjunction with “Item 3.A. Selected Financial Data” and “Item 4. Information on the Partnership” and the consolidated and combined carve-out financial statements and related notes of Höegh LNG Partners LP and the combined financial statements and related notes of our joint ventures owning the *Neptune* and the *GDF Suez Cape Ann*, each included elsewhere in this Annual Report. We account for our equity interests in our joint ventures owning the *Neptune* and the *GDF Suez Cape Ann* as equity method investments in our consolidated and combined carve-out financial statements. Among other things, those financial statements include more detailed information regarding the basis of presentation for the following information. Such financial statements, including related notes thereto, have been prepared in accordance with US GAAP and are presented in U.S. Dollars.

The following discussion assumes that our business was operated as a separate entity prior to our IPO on August 12, 2014. The combined carve-out financial statements prior to our IPO have been carved out of the consolidated financial statements of Höegh LNG, which owned our interests in Höegh Lampung, PT Höegh (the owner of the *PGN FSRU Lampung* and the Mooring) and our joint ventures, SRV Joint Gas Ltd. (the owner of the *Neptune*) and SRV Joint Gas Two Ltd. (the owner the *GDF Suez Cape Ann*). Prior to the closing of the IPO, Höegh LNG contributed to us all of its equity interests in and promissory notes due to it from each of the entities owning the *Neptune*, the *GDF Suez Cape Ann* and the *PGN FSRU Lampung* (the “initial fleet”). The transfer was recorded at Höegh LNG’s consolidated book values, as converted to US GAAP.

Our financial position, results of operations and cash flows reflected in the consolidated and combined carve-out financial statements include all expenses allocable to our business, but may not be indicative of those that would have been achieved had we operated as a separate public entity for all periods presented or of future results.

### Overview

We were formed on April 28, 2014 as a growth-oriented limited partnership by Höegh LNG, to own, operate and acquire FSRUs, LNG carriers and other LNG infrastructure assets under long-term charters, which we define as charters of five or more years.

On August 12, 2014, we completed our IPO. At the closing of the IPO, we sold 11,040,000 common units to the public for net proceeds, after deduction of underwriters’ discount and offering expenses, of \$203.5 million. We also issued 2,116,060 common units and 13,156,060 subordinated units, representing approximately 58.0% of the limited partner interest in the Partnership, and 100% of the incentive distribution rights (“IDRs”) to Höegh LNG. A wholly owned subsidiary of Höegh LNG owns a non-economic general partner interest in us.

On October 1, 2015, we purchased 100% of the shares of Höegh FSRU III, the entity that indirectly owns the FSRU *Höegh Gallant*, which we accounted for as the acquisition of a business. Accordingly, the results of this acquisition are included in our earnings from October 1, 2015.

In December 2016, we completed a 6,588,389 common unit offering raising approximately \$111.5 million in net proceeds, after deduction of underwriters’ discount and offering expenses. On January 3, 2017, we closed the acquisition of a 51% ownership interest in Höegh Colombia Holding, the entity that owns Höegh FSRU IV and Höegh Colombia, the entities that own and operate the *Höegh Grace* (together with Höegh Colombia Holding, the “*Höegh Grace* entities”) for cash consideration of \$91.8 million, excluding the working capital adjustment. Accordingly, the results of the *Höegh Grace* will be included in our earnings for the full first quarter of 2017.

### Our Fleet

Our fleet consisted of interests in the following vessels as of December 31, 2016:

- a 50% interest in the *Neptune*, an FSRU built in 2009 that is currently operating under a time charter with GDF Suez, a subsidiary of ENGIE, a French publicly listed, government-backed, electric utility company, that expires in 2029, with an option to extend for up to two additional periods of five years each;
- a 50% interest in the *GDF Suez Cape Ann*, an FSRU built in 2010 that is currently operating under a time charter with GDF Suez that expires in 2030, with an option to extend for up to two additional periods of five years each;
- a 100% economic interest in the *PGN FSRU Lampung*, an FSRU built in 2014 that is currently operating under a time charter with PGN LNG, a subsidiary of an Indonesian publicly listed, government-controlled, gas and energy company that constructs gas pipelines and infrastructure and distributes and transmits natural gas to industrial, commercial and household users, that expires in 2034, with options to extend either for an additional 10 years or for up to two additional periods of five years each; and

a 100% interest in the *Höegh Gallant*, an FSRU built in 2014 that is currently operating under a time charter with EgyptCo, a subsidiary of Höegh LNG, that expires in 2020. EgyptCo has a time charter agreement with EGAS that expires in 2020. In addition, we have an option agreement pursuant to which we have the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025.

On January 3, 2017, we closed the acquisition of a 51% ownership interest in the *Höegh Grace* entities. Our fleet will include the *Höegh Grace* from January 2017. *Höegh Grace* was delivered in the first quarter of 2016 and is currently operating under a time charter with SPEC. SPEC is owned 51% by Promigas S.A. ESP, a Colombian company focused on the transportation and distribution of natural gas, and 49% by private equity investors. The non cancellable charter period of 10 years ends in December 2026. The initial term of the charter is 20 years. However, each party has an unconditional option to cancel the charter after 10 and 15 years without penalty. However, if SPEC waives its right to terminate in year 10 within a certain deadline, we will not be able to exercise our right to terminate in year 10.

For a description of our joint ventures and our shareholder agreements, please read “Item 4.B. Business Overview—Shareholder Agreements.”

Pursuant to the contribution, purchase and sale agreement the Partnership entered into with Höegh LNG with respect to the acquisition of a 51% ownership interest in the *Höegh Grace* entities, the Partnership has a right of first offer to purchase the remaining 49% interest.

Pursuant to the omnibus agreement we entered into with Höegh LNG at the time of the IPO, Höegh LNG is obligated to offer to us any FSRU or LNG carrier operating under a charter of five or more years. Accordingly, the Partnership has, or may have in the future, the opportunity to acquire certain FSRUs from Höegh LNG as described under “Item 4.B. Business Overview—Our Fleet—Additional FSRUs.”

There can be no assurance that we will acquire the remaining 49% interest in the *Höegh Grace* entities or any other vessels from Höegh LNG or of the terms upon which any such acquisition may be made.

### **Our Charters**

We and our joint ventures generate revenues by chartering our vessels under long-term time charters. As of March 31, 2017, the average remaining term of the time charters for the vessels in our fleet was approximately 12.2 years, excluding the exercise of any customer options, and 19.2 years, assuming the exercise of all customer options.

Under our time charters for the *Neptune* and the *GDF Suez Cape Ann*, the rate charged for the services of each vessel, which we call the “hire rate,” is paid monthly in advance. Under our time charters for the *PGN FSRU Lampung*, the *Höegh Gallant* and the *Höegh Grace*, the hire rate is paid monthly in arrears. Under certain time charters, hire payments may be reduced and /or liquidated damages may be incurred if the vessel does not perform to certain of her specifications.

Moreover, when a vessel is “off-hire”—or not available for service—the customer generally is not required to pay any hire rate, and the vessel owner is responsible for all costs. Prolonged off-hire may lead to termination of the time charter.

Under the time charters for the *Neptune* and the *GDF Suez Cape Ann*, the hire rate includes the following three cost components:

- *Fixed Element.* The fixed element is a fixed per day fee providing for ownership costs and all remuneration due to the vessel owner for use of the vessel and the provision of time charter services.
- *Variable (Operating Cost) Element.* The variable (operating cost) element is a fixed per day fee providing for the operating costs of the vessel, which consists of (i) a cost pass-through sub-element, which covers the crew, insurance, consumables, miscellaneous services, spares and damage deductible costs and is subject to annual adjustment and (ii) an indexed sub-element, which covers management and is subject to annual adjustment for changes in labor costs and the size of the fleet under management.
- *Optional (Capitalized Equipment Cost) Element.* The optional (capitalized equipment cost) element consists of (i) costs associated with modifications to, changes in specifications of, structural changes in or new equipment for the vessel that become compulsory for the continued operation of the vessel by reason of new class requirements or national or international regulations coming into effect after the date of the time charter, subject to specified caps and (ii) costs associated with any new equipment or machinery that the owner and charterer have agreed should be capitalized. Such costs are distributed over the remaining term of the time charter.

Under the *Neptune* and *GDF Suez Cape Ann* time charters, a vessel generally will be deemed off-hire if she is not available for the charterer’s use for a specific amount of time due to, among other things:

- failure of an inspection that prevents the vessel from performing normal commercial operations;
- scheduled drydocking that exceeds allowances;
- the vessel's inability to discharge regasified LNG at normal performance;
- requisition of the vessel; or
- the vessel owner's failure to maintain the vessel in compliance with her specifications and contractual standards or to provide the required crew.

The hire rate under the *PGN FSRU Lampung* time charter consists of the following three cost components:

- *Capital Element.* The capital element is a fixed per day fee, which is intended to cover remuneration due to the vessel owner for use of the vessel and the provision of time charter services.
- *Operating and Maintenance Element.* The operating and maintenance element is a fixed per day fee, subject to annual adjustment, which is intended to cover the operating costs of the vessel, including manning costs, maintenance and repair costs, consumables and stores costs, insurance costs, management and operational costs, miscellaneous costs and alterations not required by Det Norske Veritas GL to maintain class or the IMO.
- *Tax Element.* The tax element is a fixed per day fee, equal to the vessel owner's reasonable estimate of the tax liability for that charter year divided by the number of days in such charter year. If the vessel owner receives a tax refund or credit, the vessel owner will pay such amount to the charterer. The tax liability includes Indonesian corporate income taxes, defined withholding taxes and all Indonesian taxes associated with the Mooring. The time charter requires an annual audit to determine the difference between the invoiced estimate of the tax liability and the actual tax liability. If the vessel owner's reasonable estimate of the tax liability varied from the actual tax liability, the vessel owner or the charterer, as applicable, will pay to the other party the difference in such amount.

Under the *PGN FSRU Lampung* time charter, the vessel generally will be deemed off-hire if the vessel is not available for the charterer's use for a specified amount of time due to, among other things:

- drydocking that exceeds allowances;
- the vessel failing to satisfy specified operational minimum requirements, except as a result of a Lampung Charterer Risk Event (as defined under "Item 4.B. Business Overview—Vessel Time Charters—*PGN FSRU Lampung* Time Charter—Performance Standards") or an event of force majeure; or
- the vessel owner's failure to satisfy the management warranties described under "Item 4.B. Business Overview—Vessel Time Charters—*PGN FSRU Lampung* Time Charter—Performance Standards."

The hire rate under the *Höegh Gallant* time charter is a fixed per day fee which is intended to cover remuneration due to the vessel owner for use of the vessel and the provision of time charter services as well as the operating and maintenance costs of the vessel, including manning costs, the cost of spare parts, bunker fuel and any tax incurred.

Under the *Höegh Gallant* time charter, the vessel generally will be deemed off-hire if the vessel is not available for the charterer's use for a specified amount of time due to, among other things:

- drydocking or other repairs and maintenance;
- any force majeure event acting on the vessel; and
- every other occasion the vessel ceases to be at the disposal of the charterer, including due to damage, defect, deficiency of crew or spare parts, labor disputes, time in and waiting to enter dry dock for repairs or because of a failure to comply with laws, regulations, physical requirements or operational practices at the site of vessel operations.

Additionally we have agreed to indemnify EgyptCo for any loss (up to a specified cap), including loss of earnings and certain liquidated damages payable under EgyptCo's charter with EGAS, caused by an operational failure of the vessel.

Under the *Høegh Grace* charter, hire is payable monthly, in arrears, in U.S. Dollars. The charterer pays a fixed daily rate of hire (with respect to the ILA) and operating fees (with respect to the OSA), as set forth in the *Høegh Grace* charter. Under the OSA, the operating fees are escalated yearly by a fixed percentage, and the OSA provides for a review and reasonable adjustment by the parties if the actual operating costs increase by more than such percentage over a period of three consecutive years.

Except for force majeure events and a specified maintenance allowance period, under the *Høegh Grace* charter the vessel generally will be deemed off-hire:

- if the vessel is not able to discharge regasified LNG at a specified rate;
- if the vessel owner breaches its warranties related to international sanctions; or
- if the vessel is not available for the charterer's use due to, among other things:
  - o any damage, defect, breakdown or deficiency to the vessel;
  - o any deficiency of crew, stores, repairs, surveys, or similar cause preventing the working of the vessel;
  - o any labor dispute, failure or inability of the officers or crew to perform the required services; or
  - o any failure to comply with laws, regulations or operational practices at the site of the vessel operations.

In the event of off-hire, all hire will cease to be due or payable for the duration of off-hire.

We have obtained loss of hire insurance to protect us against loss of income in the event one of our vessels cannot be employed due to damage that is covered under the terms of our hull and machinery insurance. Please read “—Insurance and Indemnifications.”

For more information on our time charters, please read “Item 4.B. Business Overview—Vessel Time Charters.”

#### ***Impact of Our Interests in Joint Ventures on Our Financial Information***

Two of the four vessels in our fleet as of December 31, 2016 are owned by our joint ventures, each of which is owned 50% by us. Please read “Item 4.B. Business Overview—Shareholder Agreements.” Under applicable accounting guidance, we do not consolidate the financial results of our joint ventures into our financial results, but we record our joint venture results using the equity method of accounting. The following provides a description of the impact of our interests in our joint ventures on select components of our statements of income in our consolidated and combined carve-out financial statements.

- *Equity in Earnings (Losses) of Joint Ventures.* Consists of our 50% share of the combined net income of our joint ventures. The net income of our joint ventures gives effect to interest expense associated with payments on the shareholder loans to the owners of our joint ventures as described below. Equity in earnings of joint ventures also includes the unrealized gains or losses on adjusting the interest rate swap contracts to fair value in each period, which can result in significant volatility between years. For the years ended December 31, 2016, 2015 and 2014 there was no income tax expense for our joint ventures. The equity in earnings of joint ventures is a “one line” consolidation of the results of our joint ventures. Therefore, our joint venture's revenues and expenses are not included in other lines of the consolidated and combined carve-out income statement.
- *Interest Income.* Interest income represents our share of interest income accrued on the advances to our joint ventures (shareholder loans). The shareholder loans were originally issued by Høegh LNG to our joint ventures and were transferred to our operating company in connection with the IPO. For a description of the shareholder loans, please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Joint Ventures Debt—Loans Due to Owners (Shareholder Loans).”

The following provides a description of the impact of our interests in our joint ventures on selected components of our balance sheets in the consolidated and combined carve-out financial statements.

- *Advances to Joint Ventures.* Represents our share of the advances to our joint ventures (shareholder loans). Please read note 13 to our consolidated and combined carve-out financial statements.

- *Investment in (Accumulated Losses) of Joint Ventures.* Represents our share of the net liabilities of our joint ventures. Our joint ventures entered into interest rate swap contracts, which historically have had unrealized mark-to-market losses on the interest rate swap contracts recorded as derivative instrument liabilities on the combined balance sheets. As a result, the liabilities exceed the assets for our joint ventures' combined balance sheets and result in us having a net liability balance for our investment in our joint ventures. Please read note 16 to our consolidated and combined carve-out financial statements. The investment in (accumulated losses) of our joint ventures is a "one line" consolidation of the balance sheet of our joint ventures. Therefore, our joint ventures' assets and liabilities are not included in other lines of the historical consolidated and combined carve-out balance sheet.

We derive cash flows from the operations of our joint ventures from interest and principal payments on our share of the shareholder loans issued to such joint ventures. Under the terms of the shareholders' agreement, the payments are prioritized over any dividend payment to the owners. Our joint ventures have not paid any dividends to date. The payments of principal and interest are made based upon available cash after servicing our joint ventures' long-term bank debt. Therefore, the payments of interest have historically been less than interest income accrued for the period. The quarterly payments include a payment of interest for the first month of the quarter and interest is accrued for the last two months of the quarter for repayment after the full principal is repaid at the end of the loans. The following provides a description of the impacts of our interests in our joint ventures on select components of our statement of cash flows in our consolidated and combined carve-out financial statements:

- *Cash Flows Provided by (Used in) Operating Activities.* Receipt of cash payments, including accrued interest repaid at the end of the loans, for interest income on the shareholder loans is reflected in cash flows provided by (used in) operating activities. For the years ended December 31, 2016, 2015 and 2014, such payments amounted to \$1.6 million, \$0.5 million and \$0.6 million, respectively. All other cash flows provided by (used in) operating activities relate to our other activities.
- *Cash Flows Provided by (Used in) Investing Activities.* Receipts from repayment of principal of advances to joint ventures represent principal repayments paid by our joint ventures to us on its shareholder loans. For the years ended December 31, 2016, 2015 and 2014, such payments amounted to \$6.0 million, \$5.8 million and \$6.7 million, respectively. All other cash flows provided by (used in) investing activities relate to our other activities.

Please read our consolidated and combined carve-out financial statements and the combined financial statements of our joint ventures included elsewhere in this Annual Report for more detailed information.

### ***Historical Employment of Our Fleet***

The following table describes the operations of the vessels in our fleet as of December 31, 2016.

<b>Vessel</b>	<b>Description of Historical Operations</b>
<i>Neptune</i>	Delivered in November 2009. Has operated under a long-term time charter with ENGIE, which commenced on delivery.
<i>GDF Suez Cape Ann</i>	Delivered in June 2010. Has operated under a long-term time charter with ENGIE, which commenced on delivery.
<i>PGN FSRU Lampung</i>	Delivered in April 2014. Has operated under a long-term time charter with PGN LNG, which commenced on July 21, 2014.
<i>Höegh Gallant</i>	Delivered in November 2014. Acquired on October 1, 2015. Has operated under a long-term time charter with EgyptCo since acquisition date.

### **Items You Should Consider When Evaluating Our Historical Financial Performance and Assessing Our Future Prospects**

You should consider the following facts when evaluating our historical results of operations and assessing our future prospects:

- *The size of our fleet continues to change.* Our historical results of operations reflect changes in the size and composition of our fleet due to certain vessel deliveries. The *PGN FSRU Lampung* was delivered from the shipyard in April 2014 and commenced operations in July 2014 and, as such, has had historical operations for part of 2014 and the years ended December 31, 2016 and 2015. As of October 1, 2015, we increased our fleet with the acquisition of the *Höegh Gallant* which contributed to our results of operations in 2016 and in the fourth quarter of 2015. Commencing January 2017, the *Höegh Grace* will contribute to our earnings due to our acquisition of a 51% ownership interest in the *Höegh Grace* entities. Furthermore, we may grow through the acquisition in the future of additional vessels as part of our growth strategy.

- *We no longer own the Mooring and will not have construction contract revenue.* Our historical results of operations up to and including the year ended December 31, 2014 include revenues and expenses related to the construction of the Mooring, an offshore installation that is used to moor the *PGN FSRU Lampung*. The construction of the Mooring was 100% complete in the fourth quarter of 2014 and the Mooring was transferred to the charterer. We do not expect to engage in the construction of moorings in the next few years. Höegh LNG may deliver mooring solutions prior to us acquiring FSRUs under the omnibus agreement. However, when time charters expire on existing vessels or if we acquire vessels from third parties, we may offer construction of moorings to new charterers.
- *Upon completion of the IPO until October 1, 2015, we had increased interest income.* At the closing of the IPO, we lent \$140 million to Höegh LNG in exchange for a note bearing interest at a rate of 5.88% per annum. The cancellation of the note was utilized as part of the purchase consideration for the acquisition of Höegh FSRU III, the entity that indirectly owns the *Höegh Gallant*. Interest income attributable to the note was included in our consolidated and combined carve-out financial statements subsequent to the IPO until the demand note was cancelled on October 1, 2015.
- *Our historical results of operations are affected by significant gains and losses relating to derivative transactions.* Our historical results of operations reflect significant gains and losses relating to interest rate swap contracts that impact our equity in earnings for our joint ventures and were entered into by our joint ventures. On October 1, 2015 we assumed the interest rate swap contracts related to the Gallant facility (as defined below) as part of the acquisition of the *Höegh Gallant*. On March 17, 2014, we entered into interest rate swap contracts related to the Lampung facility (as defined below). The interest rate swaps related to the Gallant facility and the Lampung facility are designated as cash flow hedges for accounting purposes, however, certain amortization and the ineffective portion of the hedge impacts the results of operations. Refer to note 19 of our consolidated and combined carve-out financial statements. We may enter into additional (i) interest rate swap contracts to economically hedge all or a portion of our exposure to floating interest rates and (ii) foreign currency swap contracts to economically hedge risk from foreign currency fluctuations. Starting in January 2017, following the acquisition of a 51% ownership interest in the *Höegh Grace* entities, interest rate swaps related to the Grace facility which are designated as cash flow hedges for accounting purposes will impact the results of operations for certain amortization and the ineffective portion of the hedge.
- *Our historical results of operations prior to the IPO reflect allocated administrative costs that may not be indicative of future administrative costs.* The administrative costs included in our historical results of operations prior to the IPO on August 12, 2014 have been determined by allocating certain of Höegh LNG's administrative costs, after deducting costs directly charged to Höegh LNG's subsidiaries for services provided by the administrative staff, to us principally based on the size of our fleet (including newbuildings) in relation to the size of Höegh LNG's fleet (including newbuildings). These allocated costs may not be indicative of our future administrative costs. In connection with the IPO, we and our operating company have entered into an administrative services agreement with Höegh UK and our operating company has entered into an administrative services agreement with Leif Höegh UK, pursuant to which Höegh UK and Leif Höegh UK provide us and our operating company with certain administrative services. Höegh UK also subcontracts certain of the administrative services provided under its administrative services agreement to Höegh Norway and Leif Höegh UK. Subsequent to the IPO, we reimburse Höegh UK and Leif Höegh UK, and Höegh UK reimburses Höegh Norway and Leif Höegh UK, for the reasonable costs and expenses incurred in connection with the provision of the services under such administrative services agreements. In addition, Höegh UK (i) pays to Höegh Norway a service fee equal to 3.0% of the costs and expenses incurred in connection with providing services and (ii) pays to Leif Höegh UK a service fee equal to 5.0% of the costs and expenses of certain secretarial services with all other services of Leif Höegh UK reimbursed at cost.
- *We incur additional general and administrative expense as a publicly traded limited partnership.* Subsequent to our IPO in August 2014, we began to incur costs of being a publicly traded partnership as part of our general and administrative expenses. These costs include costs for implementing internal controls, preparing SEC filings including associated auditor and legal fees, holding the unitholder meetings, travelling for investor relations meetings, acquiring entities owning FSRUs, registrar and transfer agent fees, and incremental director and officer liability insurance costs and directors' compensation.

- *Our results of operations are affected by accounting for the PGN FSRU Lampung time charter as a direct financing lease. When the PGN FSRU Lampung began operating under her charter, we recorded a receivable (net investment in direct financing lease) and removed the PGN FSRU Lampung from our balance sheet. The lease element of time charter payments under the PGN FSRU Lampung time charter is split between revenues and the repayment of part of the receivable. The revenues are recorded using the effective interest method, which provides for a constant rate of return on the net investment. As a result, the revenues will decline over time as more of the time charter payments are treated as a repayment of the receivable. However, the cash flows from the PGN FSRU Lampung are not impacted by the accounting treatment. In addition, since the vessel is reclassified to the net investment in direct financing lease on the balance sheet, there is no charge for depreciation expense. In our consolidated and combined carve-out statements of cash flows, the time charter payments reflected as revenues are included under net cash provided by (used in) operating activities while the repayment of the receivable are included under net cash provided by (used in) investing activities.*

### **Factors Affecting Our Results of Operations**

We believe the principal factors that will affect our future results of operations include:

- the number of vessels in our fleet;
- our ability to successfully employ our vessels at economically attractive hire rates as long-term charters expire or are otherwise terminated;
- our ability to maintain strong relationships with our existing customers and to increase the number of customer relationships;
- our ability to acquire additional vessels, including the remaining 49% interest in the *Höegh Gallant* or Höegh LNG's other newbuildings;
- our ability to raise capital to fund acquisitions;
- the levels of demand for FSRU, LNG carrier services and other LNG infrastructure;
- the supply and capacities of FSRUs;
- the hire rate earned by our vessels, unscheduled off-hire days and the level of our vessel operating expenses;
- the effective and efficient technical and maritime management and crewing of our vessels;
- economic, regulatory, political and governmental conditions that affect the floating LNG industry;
- interest rate changes;
- mark-to-market changes in interest rate swap contracts;
- foreign currency exchange gains and losses;
- our access to capital required to acquire additional vessels and/or to implement our business strategy;
- variations in crewing and insurance costs;
- the level of our debt and the related interest expense; and
- the amount of distributions on our units.

Please read "Item 3.D. Risk Factors" for a discussion of certain risks inherent in our business.

## Customers

For the years ended December 31, 2016 and 2015, time charter revenues in the consolidated and combined carve-out statements of income are from PGN LNG, a subsidiary of PT Perusahaan Gas Negara (Persero) Tbk, an Indonesian publicly listed, government-controlled, gas and energy company that constructs gas pipelines and infrastructure and distributes and transmits natural gas to industrial, commercial and household users and EgyptCo, a subsidiary of Höegh LNG. For the year ended December 31, 2014, all time charter and construction contract revenues are from PGN LNG. Revenues included as a component of equity in earnings of joint ventures are from GDF Suez and accounted for 100% of our joint ventures' time charter revenues for all periods presented. GDF Suez is a subsidiary of ENGIE, a French publicly listed, government-backed, electric utility company.

## Inflation and Cost Increases

Inflation has not had a significant impact on operating expenses, including crewing costs, for the *Neptune* and the *GDF Suez Cape Ann*. FSRUs are specialized vessels, and there has been demand for experienced crew, which has led to higher crew costs. The *Neptune* and the *GDF Suez Cape Ann* time charters provide for operating cost pass-through, which means that we will be able to pass on the cost increases to the charterer.

A portion of the operating cost for the *PGN FSRU Lampung* will increase for inflation in Indonesia, including part of the crew and certain supplies. Indonesian inflation has ranged from approximately 3.5% to approximately 6.5% in recent years. The *PGN FSRU Lampung* time charter provides that the operating cost component of the hire rate, established at the beginning of the time charter, will increase by a fixed percentage per year for the first five years and be reset each fifth year based on the average increase over the previous five years, which is expected to mitigate to some extent cost increases.

The *Höegh Gallant* operates in Egypt and inflation in Egypt has ranged from approximately 8.0% to over 23.0% in recent years however, a limited amount of operating expenses related to the *Höegh Gallant* is denominated in EGP. Most expenses are denominated in U.S. Dollars. Therefore, the inflation in Egypt has not had and is not expected to have a material impact on the consolidated financial statements. The *Höegh Gallant* time charter does not have pass-through provisions for operating costs. As such, we bear the risk of cost increases due to inflation and exchange rates. A review of the hire rate under the *Höegh Gallant* time charter may be conducted in approximately two years but a revised rate can only be implemented after written approval by both parties to the time charter.

The *Höegh Grace* operates in Colombia and inflation in Colombia has ranged from approximately 3.0% to over 7.0% in recent years. All revenues under the *Höegh Grace* charter are received in U.S. dollars and a majority of the expenditures for investments and all of the long-term debt are denominated in U.S. Dollars. A limited amount of operating expenses related to the *Höegh Grace* is denominated in Colombian Pesos, and as such, we bear a limited risk of cost increase due to inflation and exchange rate.

## Insurance and indemnifications

Please read "Item 4.B. Business Overview—Risk of Loss, Insurance and Risk Management" for information on the insurance coverage of certain risks inherent in our business.

*Environmental indemnifications.* Under the omnibus agreement, Höegh LNG will indemnify the Partnership until August 12, 2019 against certain environmental and toxic tort liabilities with respect to the assets contributed or sold to the Partnership to the extent arising prior to the time they were contributed or sold to the Partnership. Liabilities resulting from a change in law are excluded from the environmental indemnity. There is an aggregate cap of \$5.0 million on the amount of indemnity coverage provided by Höegh LNG for environmental and toxic tort liabilities. No claim may be made unless the aggregate dollar amount of all claims exceeds \$500,000, in which case Höegh LNG is liable for claims only to the extent such aggregate amount exceeds \$500,000.

*Other indemnifications.* Under the omnibus agreement, Höegh LNG will also indemnify the Partnership for losses:

- related to certain defects in title to the assets contributed or sold to the Partnership and any failure to obtain, prior to the time they were contributed to the Partnership, certain consents and permits necessary to conduct the business, which liabilities arise within three years after the closing of the IPO;
- related to certain tax liabilities attributable to the operation of the assets contributed or sold to the Partnership prior to the time they were contributed or sold;

- in the event that the Partnership does not receive hire rate payments under the *PGN FSRU Lampung* time charter for the period commencing on August 12, 2014 through the earlier of (i) the date of acceptance of the *PGN FSRU Lampung* or (ii) the termination of such time charter. The Partnership was indemnified by Höegh LNG for the September 2014 and October 2014 invoices not paid by PGN LNG (refer to note 20 of our consolidated and combined carve-out financial statements);
- with respect to any obligation to pay liquidated damages to PGN LNG under the *PGN FSRU Lampung* time charter for failure to deliver the *PGN FSRU Lampung* by the scheduled delivery date set forth in the *PGN FSRU Lampung* time charter;
- with respect to any non-budgeted expenses (including repair costs) incurred in connection with the *PGN FSRU Lampung* project (including the construction of the Mooring) occurring prior to the date of acceptance of the *PGN FSRU Lampung* pursuant to the time charter; and
- pursuant to a letter agreement dated August 12, 2015, Höegh LNG confirmed that the indemnification provisions of the omnibus agreement include indemnification for all non-budgeted, non-creditable Indonesian value added taxes and non-budgeted Indonesian withholding taxes, including any related impact on cash flow from PT Höegh and interest and penalties associated with any non-timely Indonesian tax filings related to the ownership or operation of the *PGN FSRU Lampung* and the Mooring whether incurred (i) prior to the closing date of the IPO, (ii) after the closing date of the IPO to the extent such taxes, interest, penalties or related impact on cash flows relate to periods of ownership or operation of the *PGN FSRU Lampung* and the Mooring and are not subject to prior indemnification payments or deemed reimbursable by the charterer under its audit of the taxes related to the *PGN FSRU Lampung* time charter for periods up to and including June 30, 2015, or (iii) after June 30, 2015 to the extent withholding taxes exceed the minimum amount of withholding tax due under Indonesian tax regulations due to lack of documentation or untimely withholding tax filings. The Partnership is indemnified for recovery of the \$6.2 million VAT liability related to a Mooring invoice.

The Partnership filed claims for indemnification with respect to non-budgeted expenses (including the warranty provision, value added tax, withholding tax, other non-budgeted expenses and costs related to the restatement of the Partnership's financial statements filed with the SEC on November 30, 2015) of approximately \$2.1 million and \$7.7 million in the years ended December 31, 2016 and 2015, respectively. Indemnification payments of \$2.4 million and \$6.6 million received from Höegh LNG for the years ended December 31, 2016 and 2015, respectively, and were recorded as a contribution to equity.

Under the contribution, purchase and sale agreement entered into with respect to the purchase of the entity that indirectly owns the *Höegh Gallant*, Höegh LNG will indemnify the Partnership for:

- losses from breach of warranty;
- losses related to certain environmental and tax liabilities attributable to the operation of the *Höegh Gallant* prior to the closing date;
- all capital gains tax or other export duty incurred in connection with the transfer of the *Höegh Gallant* outside of Höegh Cyprus's permanent establishment in a Public Free Zone in Egypt;
- any recurring non-budgeted costs owed to Höegh LNG Management with respect to payroll taxes;
- any non-budgeted losses suffered or incurred in connection with the commencement of services under the time charter with EgyptCo or EgyptCo's time charter with EGAS; and
- liabilities under the Gallant/Grace facility not attributable to the *Höegh Gallant*.

Additionally, Höegh LNG has guaranteed the payment of hire by EgyptCo pursuant to the time charter for the *Höegh Gallant* under certain circumstances.

The Partnership filed claims and was paid \$1.3 million for the year ended December 31, 2016 for indemnification of losses incurred in connection with the commencement of services under the time charter with EgyptCo due to start up technical issues and \$0.1 million for other costs incurred. Indemnification payments of \$1.4 million received from Höegh LNG for the year ended December 31, 2016 were recorded as a contribution to equity.

Under the contribution, purchase and sale agreement entered into with respect to the acquisition of the 51% ownership interest in the *Höegh Grace* entities, Höegh LNG will indemnify the Partnership for:

- losses from breach of warranty;
- losses related to certain environmental liabilities, damages or repair costs and tax liabilities attributable to the operation of the *Höegh Grace* prior to the closing date;

- any recurring non-budgeted costs owed to tax authorities with respect to payroll taxes, taxes related to social security payments, corporate income taxes (including income tax for equality and surcharge on income tax for equality), withholding tax, port associations, local Cartagena tax, and financial transaction tax, including any penalties associated with taxes to the extent not reimbursed by the charterer;
- any non-budgeted losses suffered or incurred in connection with the commencement of services under the *Höegh Grace* charter with SPEC; and
- any losses suffered or incurred in relation to the performance guarantee we have provided with respect to the *Höegh Grace* charter, up to Höegh LNG's pro rata share of such losses, based on its remaining ownership interest in Höegh Colombia Holding.

#### A. Operating Results

The following table summarizes our operating results for the years ended December 31, 2016, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
<b>Statement of Income Data:</b>			
Time charter revenues	\$ 91,107	\$ 57,465	\$ 22,227
Construction contract revenues	—	—	51,868
Other revenue	—	—	474
<b>Total revenues</b>	<b>91,107</b>	<b>57,465</b>	<b>74,569</b>
Voyage expenses	—	—	(1,139)
Vessel operating expenses	(16,080)	(9,679)	(6,197)
Construction contract expenses	(315)	—	(38,570)
Administrative expenses	(9,718)	(8,733)	(12,566)
Depreciation and amortization	(10,552)	(2,653)	(1,317)
<b>Total operating expenses</b>	<b>(36,665)</b>	<b>(21,065)</b>	<b>(59,789)</b>
Equity in earnings (losses) of joint ventures	16,622	17,123	(5,330)
<b>Operating income (loss)</b>	<b>71,064</b>	<b>53,523</b>	<b>9,450</b>
Interest income	857	7,568	4,959
Interest expense	(25,178)	(17,770)	(9,665)
Gain (loss) on derivative instruments	1,839	949	(161)
Other items, net	(3,333)	(2,678)	(2,788)
<b>Income (loss) before tax</b>	<b>45,249</b>	<b>41,592</b>	<b>1,795</b>
Income tax expense	(3,872)	(313)	(481)
<b>Net income (loss)</b>	<b>\$ 41,377</b>	<b>\$ 41,279</b>	<b>\$ 1,314</b>

#### Financial Highlights in 2016 and Early 2017

The following sets forth our significant developments for the year ended December 31, 2016 and early 2017:

- Total time charter revenues were \$91.1 million for the year ended December 31, 2016 compared to \$57.5 million for the year ended December 31, 2015;
- Operating income was \$71.1 million for the year ended December 31, 2016 compared to \$53.5 million for the year ended December 31, 2015; operating income was impacted by unrealized gains on derivative instruments on the Partnership's share of equity in earnings of joint ventures for the years ended December 31, 2016 and 2015;
- Unrealized gain on derivative instruments was \$7.1 million and \$9.3 million on the Partnership's share of equity in earnings of joint ventures for the years ended December 31, 2016 and 2015, respectively;

- Net income was \$41.4 million for the year ended December 31, 2016 compared to \$41.3 million for the year ended December 31, 2015;
- In December 2016, completed a 6,588,389 common unit offering raising approximately \$111.5 million in net proceeds after underwriters' discounts and offering expenses;
- On January 3, 2017, closed the acquisition of a 51% ownership interest in the *Höegh Grace* entities for cash consideration of \$91.8 million, excluding the working capital adjustment. The results of the *Höegh Grace* will contribute to the Partnership's earnings commencing in January 2017;
- On February 14, 2017, paid a \$0.4125 per unit distribution with respect to the fourth quarter of 2016; and
- In February 2017, drew \$1.6 million on the revolving credit facility.

#### Year Ended December 31, 2016 Compared with the Year Ended December 31, 2015

*Time Charter Revenues.* The following table sets forth details of our time charter revenues for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Time charter revenues	\$ 91,107	\$ 57,465	\$ 33,642

Time charter revenues for the year ended December 31, 2016 were \$91.1 million, an increase of \$33.6 million from \$57.5 million for the year ended December 31, 2015. The increase mainly relates to the revenue for the *Höegh Gallant* for the year ended December 31, 2016 which was acquired on October 1, 2015. The *PGN FSRU Lampung* was fully on-hire for each of the years ended December 31, 2016 and 2015. For the year ended December 31, 2016 scheduled and follow-on maintenance for the *Höegh Gallant* occurred resulting in reduced hire equivalent to approximately 19 days of off-hire. The *Höegh Gallant* was on-hire for the entire fourth quarter of 2015.

Time charter revenues for the *PGN FSRU Lampung* consisted of the lease element of the time charter, accounted for as a direct financing lease using the effective interest rate method, as well as fees for providing time charter services, reimbursement for vessel operating expenses and withholding taxes borne by the charterer. Time charter revenues for the *Höegh Gallant* consisted of the fixed daily hire rate which covers the operating lease and the provision of time charter services including the costs incurred to operate the vessel.

*Vessel Operating Expenses.* The following table sets forth details of our vessel operating expenses for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Vessel operating expenses	\$ (16,080)	\$ (9,679)	\$ (6,401)

Vessel operating expenses for the year ended December 31, 2016 were \$16.1 million, an increase of \$6.4 million from \$9.7 million for the year ended December 31, 2015. The increase reflects approximately \$6.9 million of higher vessel operating expenses due to the inclusion of the *Höegh Gallant* for the entire year of 2016, including \$0.5 million related to higher expenses for consumables as a result of the additional maintenance during the second and third quarter of 2016. The increase in vessel operating expenses for the *Höegh Gallant* was partially offset by the reduction of \$0.5 million in vessel operating expenses for the *PGN FSRU Lampung* for the year ended December 31, 2016 compared with the year ended December 31, 2015.

*Construction Contract Expenses.* The following table sets forth details of our construction contract expenses for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Construction contract expenses	\$ (315)	\$ —	\$ (315)

The Mooring is an offshore installation that is used to moor the *PGN FSRU Lampung* to offload natural gas into an offshore pipe that transports the gas to a land terminal for the charterer, PGN LNG. The Mooring was constructed on behalf of, and was sold to, PGN LNG and was accounted for using the percentage of completion method. Under the percentage of completion method, construction contract revenues and expenses of the Mooring were reflected in the consolidated and combined carve-out statements of income until December 31, 2014 when the Mooring project was completed.

As of December 31, 2014, a warranty allowance of \$2.0 million was recorded to construction contract expenses related to the Mooring. During 2016, the final replacement parts were ordered and an updated estimate prepared for the installation cost to complete the warranty replacements. The revised estimate exceeded the remaining warranty allowance. As a result, an additional warranty provision of \$0.3 million was recorded for the year ended December 31, 2016. As of December 31, 2016, the remaining warranty allowance was \$1.3 million. We anticipate that part of the costs incurred for the remaining warranty replacements, net of deductible amounts, will be recoverable under insurance. An insurance claim will be filed with the insurance carrier when the costs have been incurred in 2017. The insurance claims can only be recognized in the consolidated and combined carve-out financial statements when the claims are submitted and are probable of recovery. In 2016, we were paid for an indemnification claim for the additional warranty provision by Höegh LNG, subject to repayment to the extent recovered by insurance.

Under the omnibus agreement, all costs incurred for repairs under the warranty will be indemnified by Höegh LNG. For additional information, refer to note 20 of our consolidated and combined carve-out financial statements.

*Administrative Expenses.* The following table sets forth details of our administrative expenses for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Administrative expenses	\$ (9,718)	\$ (8,733)	\$ (985)

Administrative expenses for the year ended December 31, 2016 were \$9.7 million, an increase of \$1.0 million from \$8.7 million for the year ended December 31, 2015. An increase in expenses of \$0.7 million related to audit fees, legal fees and other expenses incurred in connection with the common unit offering in December 2016, the filing of financial statements for the *Höegh Grace* entities to be acquired, and the preparation for the acquisition of the 51% ownership interest in the *Höegh Grace* entities. The administrative expenses related to the *Höegh Gallant* increased by \$0.4 million due to the inclusion of the *Höegh Gallant* for the entire year for the year ended December 31, 2016 compared with three months for the year ended December 31, 2015. The increase was partly offset by a reduction in administrative expenses related to the *PGN FSRU Lampung* of \$0.1 million.

*Depreciation and Amortization.* The following table sets forth details of our depreciation and amortization for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Depreciation and amortization	\$ (10,552)	\$ (2,653)	\$ (7,899)

Depreciation and amortization for the year ended December 31, 2016 was \$10.6 million, an increase of \$7.9 million from \$2.7 million for the year ended December 31, 2015. The increase of \$7.9 million was due to the depreciation of the *Höegh Gallant* which was included from the acquisition date of October 1, 2015. Prior to the acquisition of the *Höegh Gallant* on October 1, 2015, depreciation only related to office and IT equipment.

*Total Operating Expenses.* The following table sets forth details of our total operating expenses for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Total operating expenses	\$ (36,665)	\$ (21,065)	\$ (15,600)

Total operating expenses for the year ended December 31, 2016 were \$36.7 million, an increase of \$15.6 million from \$21.1 million for the year ended December 31, 2015. The increase was mainly due to the additional vessel operating expenses and depreciation for the year ended December 31, 2016 as a result of acquiring the *Höegh Gallant*. The *Höegh Gallant* was acquired on October 1, 2015 and included in operations from the date of acquisition.

*Equity in Earnings (Losses) of Joint Ventures.* The following table sets forth details of our equity in earnings of joint ventures for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Equity in earnings (losses) of joint ventures	\$ 16,622	\$ 17,123	\$ (501)

Equity in earnings of joint ventures for the year ended December 31, 2016 was \$16.6 million, a decrease of \$0.5 million from equity in earnings of \$17.1 million for the year ended December 31, 2015. Unrealized gains on derivative instruments in our joint ventures significantly impacted the equity in earnings of joint ventures for both years.

Our share of our joint ventures' operating income was \$24.6 million for the year ended December 31, 2016, compared with \$24.0 million for the year ended December 31, 2015. Our share of other income (expense), net, principally consisting of interest expense, was \$15.1 million for the year ended December 31, 2016, a reduction of \$1.0 million from \$16.1 million for the year ended December 31, 2015. The reduction was mainly due to lower interest expense due to repayment of principal on debt during 2016.

Our share of unrealized gains on derivative instruments was \$7.1 million for the year ended December 31, 2016, a decrease of \$2.1 million compared to \$9.2 million for the year ended December 31, 2015. The joint ventures utilize interest rate swap contracts to exchange floating interest rate payments for fixed interest rate payments to reduce the exposure to interest rate variability on their outstanding floating-rate debt. The interest rate swap contracts are not designated as hedges for accounting purposes. As a result, there is volatility in earnings for the unrealized exchange gains and losses on the interest rate swap contracts. Historically, the joint ventures have accumulated unrealized losses on the interest rate swaps due to declining interest rates, which has resulted in liabilities for derivative instruments and an accumulated deficit in equity on their balance sheets.

There was no accrued income tax expense for the years ended December 31, 2016 and 2015. Our joint ventures did not pay any dividends for the years ended December 31, 2016 and 2015.

*Operating Income.* The following table sets forth details of our operating income for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Operating income (loss)	\$ 71,064	\$ 53,523	\$ 17,541

Operating income for the year ended December 31, 2016 was \$71.1 million, an increase of \$17.6 million from \$53.5 million for year ended December 31, 2015. Excluding the impact of the unrealized gains on derivatives for the years ended December 31, 2016 and 2015 impacting the equity in earnings of joint ventures, operating income for the year ended December 31, 2016 would have been \$64.0 million, an increase of \$19.7 million from \$44.3 million for year ended December 31, 2015. The increase is primarily a result of the *Höegh Gallant* being consolidated for the full year ended December 31, 2016 compared with three months in 2015.

*Interest Income.* The following table sets forth details of our interest income for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Interest income	\$ 857	\$ 7,568	\$ (6,711)

Interest income for the year ended December 31, 2016 was \$0.9 million, a decrease of \$6.7 million from \$7.6 million for the year ended December 31, 2015. Interest income of \$0.9 million related to interest income on the advances to our joint ventures for the year ended December 31, 2016, while interest income of \$7.6 million for the year ended December 31, 2015 included interest income on the \$140 million demand note from Höegh LNG of \$6.3 million and interest income on the advances to our joint ventures of \$1.3 million. The decrease in interest income from joint ventures in the year ended December 31, 2016 is due to repayments made by our joint ventures of a portion of the principal of the shareholder loans between the periods. The interest rate under the shareholder loans to our joint ventures is a fixed rate of 8.0% per year. We lent \$140 million to Höegh LNG from the net proceeds of the IPO pursuant to a demand note that bore interest at a rate of 5.88% per year. The demand note was cancelled on October 1, 2015 as part of the purchase consideration for the acquisition of the *Höegh Gallant*.

*Interest Expense.* The following table sets forth details of our interest expense for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Interest expense	\$ (21,990)	\$ (14,099)	\$ (7,891)
Commitment fees	(1,175)	(1,191)	16
Amortization of debt issuance cost and fair value of debt assumed	(2,013)	(2,480)	467
Total interest expense	\$ (25,178)	\$ (17,770)	\$ (7,408)

Interest expense for the year ended December 31, 2016 was \$25.2 million, an increase of \$7.4 million from \$17.8 million for the year ended December 31, 2015. Interest expense consists of the interest incurred, commitment fees and amortization of debt issuance cost and the adjustment for the fair value of debt assumed for the period.

The interest incurred of \$22.0 million for the year ended December 31, 2016 increased by \$7.9 million compared to \$14.1 million for the year ended December 31, 2015, principally due to higher average outstanding loan balances. On October 1, 2015, we assumed the tranches under the long-term loan facility related to the *Höegh Gallant* as part of the acquisition of the *Höegh Gallant*. In addition, we financed part of the *Höegh Gallant* acquisition with a \$47 million seller's credit note that bears interest at a rate of 8.0% per year. In December 2016, we repaid \$12.6 million of the seller's credit note. In August 2016 and in November 2016, we drew \$5.4 million and \$3.2 million, respectively, on the \$85 million revolving credit facility that bears interest of at a rate equal to LIBOR plus a margin of 4.0%. Accordingly, the interest incurred for the year ended December 31, 2016 was for the Lampung and Gallant facilities, the seller's credit note and the outstanding balance on the revolving credit facility. For the year ended December 2015, interest was only incurred on the Gallant facility and the seller's credit note for the fourth quarter of 2015.

Commitment fees were \$1.2 million and \$1.2 million for the years ended December 31, 2016 and 2015, respectively. The commitment fees relate to the undrawn portion of the \$85 million revolving credit facility for the years ended December 31, 2016 and 2015.

Amortization of debt issuance cost and fair value of debt assumed were \$2.0 million and \$2.5 million for the years ended December 31, 2016 and 2015, respectively. As a result of the acquisition of the *Höegh Gallant*, the long term debt assumed under the Gallant facility was recognized at its fair value. The difference between the fair value and the outstanding principal of the debt as of October 1, 2015 of approximately \$1.3 million is amortized to interest expense using the effective interest method. The impact for the year ended December 31, 2016 was a reduction to interest expense of approximately \$0.3 million compared to the year ended December 31, 2015.

*Gain (Loss) on Derivative Instruments.* The following table sets forth details of our gain/loss on derivative instruments for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Gain (loss) on derivative instruments	\$ 1,839	\$ 949	\$ 890

Gain on derivative instruments for the year ended December 31, 2016 was \$1.8 million, an increase of \$0.9 million from a gain on derivative instruments of \$0.9 million for the year ended December 31, 2015. Gain on derivative instruments for the years ended December 31, 2016 and 2015 related to the interest rate swaps for the Lampung facility and the Gallant facility. The gain principally related to the amortization income on the amount excluded from hedge effectiveness, net of the amortization expense related to the interest rate swaps reclassified from accumulated other comprehensive income and the loss on the ineffective portion of the cash flow hedges. The interest rate swaps are designated as cash flow hedges of the variable interest payments on the Lampung and Gallant facilities and the effective portion of the changes in fair value of the hedges are recorded in other comprehensive income. The increase is mainly due to higher amortization of the amount excluded from hedge effectiveness related to interest rate swaps for the Gallant facility.

*Other Items, Net.* The following table sets forth details of our other items for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Foreign exchange gain (loss)	\$ (383)	\$ (16)	\$ (367)
Bank charges, fees and other	(183)	(77)	(106)
Withholding tax on interest expense and other	(2,767)	(2,585)	(182)
Total other items, net	\$ (3,333)	\$ (2,678)	\$ (655)

Other items, net for the year ended December 31, 2016 was \$3.3 million, an increase of \$0.6 million from \$2.7 million for the year ended December 31, 2015. The increase was mainly due to higher foreign exchange losses and withholding tax for the year ended December 31, 2016 compared to the year ended December 31, 2015.

Foreign exchange losses increased by \$0.4 million for the year ended December 31, 2016 compared to the year ended December 31, 2015. We have certain monetary assets and liabilities denominated in Egyptian pounds related to the operations of the *Höegh Gallant*. On March 14, 2016, the Egyptian authorities devaluated the Egyptian pounds to U.S. dollar by approximately 14%, resulting in a foreign exchange loss of approximately \$0.2 million. On November 3, 2016, the Egyptian central bank announced the intention to allow the Egyptian pound to trade freely and increased the interest rates by 300 basis points, resulting in an additional foreign exchange loss of approximately \$0.1 million. Removing currency restrictions and introducing market based rates should allow for exchangeability between Egyptian pounds and other currencies over time. The remaining exchange losses of approximately \$0.1 million for the year ended December 31, 2016 mainly relate to other currencies.

Withholding tax on interest expense and other for the year ended December 31, 2016 was \$2.8 million, an increase of \$0.2 million from \$2.6 million for the year ended December 31, 2015. Withholding tax is primarily payable on interest expense to parties outside of Singapore and Indonesia.

*Income (Loss) Before Tax.* The following table sets forth details of our income before tax for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Income (loss) before tax	\$ 45,249	\$ 41,592	\$ 3,657

Income before tax for the year ended December 31, 2016 was \$45.2 million, an increase of \$3.6 million from \$41.6 million for the year ended December 31, 2015. The increase is primarily a result of the contribution from the acquisition of the *Höegh Gallant* partly offset by reduced interest income due to cancellation of the demand note on October 1, 2015 as part of the purchase consideration for the acquisition of the *Höegh Gallant*.

*Income Tax Expense.* The following table sets forth details of our income tax expense for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Income tax expense	\$ (3,872)	\$ (313)	\$ (3,559)

Income tax expense for the year ended December 31, 2016 was \$3.9 million, an increase of \$3.6 million from \$0.3 million for the year ended December 31, 2015. We are not subject to Marshall Islands corporate income taxes. However, we are subject to tax for earnings of our subsidiaries incorporated in Indonesia, Singapore, Cyprus and the UK. For the years ended December 31, 2016 and 2015, the income tax expense primarily related to our Indonesian subsidiary and our Singapore subsidiary. The Singapore subsidiary's taxable income mainly arises from internal interest income. During 2015, the Indonesian Minister of Finance introduced new regulations effective for 2016 that limited the amount of interest expense that was deductible for current income taxes where the taxpayer's debt to equity ratio exceeds 4:1. Certain industries, including the infrastructure industry, were exempted from the debt to equity ratio requirements. Although the "infrastructure industry" was not defined in the new regulations, additional guidance was expected to be provided by the Indonesian tax authorities during 2016. Because no subsequent guidance has been issued, the limitations on the deductibility of interest expense have been applied, increasing taxable income and income tax expense of our Indonesian subsidiary for the year ended December 31, 2016 compared to the year ended December 31, 2015.

A valuation allowance for deferred tax assets is recorded when it is more-likely-than-not that some or all of the benefit will not be realized based on consideration of all the positive and negative evidence. Given the lack of historical operations in Indonesia, management of the Partnership concluded a valuation allowance should be established to reduce the deferred tax assets to the amount deemed more-likely-than-not of realization for the year ended December 31, 2015. Management concluded that \$2.0 million of the deferred tax assets were more-likely-than-not to be realized over the term of the interest rate swaps related to the Lampung facility and recognized deferred tax assets for those amounts for the year ended December 31, 2015. As of December 31, 2016, the Indonesian subsidiary had generated taxable income for several years and was in a net deferred tax liability position. As a result, management concluded that all deferred tax assets for the Indonesian subsidiary were more-likely-than-not to be realized. A reduction in the valuation allowance of \$4.6 million and \$4.1 million was recorded to income tax expense in the consolidated and combined carve-out statement of income for the years ended December 31, 2016 and 2015, respectively.

Benefits of uncertain tax positions are recognized when it is more-likely-than-not that a tax position taken in a tax return will be sustained upon examination based on the technical merits of the position. In 2013, a tax loss was incurred in Indonesia principally due to unrealized losses on foreign exchange that does not impact the income statement prepared in the functional currency of U.S. dollars. In 2014, the Indonesia authorities approved the change of currency for tax reporting to U.S. dollars. Under existing tax law, it is not clear if the prior year tax loss carryforward from foreign exchange losses can be utilized when the tax reporting currency is subsequently changed. Due to the uncertainty of this tax position, a provision was recognized for the year ended December 31, 2013 and the resulting unrecognized tax benefit was \$2.6 million. There was no change in the unrecognized tax benefits as of December 31, 2014. For the years ended December 31, 2016 and 2015, the generation of taxable income resulted in the utilization of \$2.5 million and \$0.1 million of the 2013 tax loss carryforward which was not recognized due to the uncertainty of this tax position. As a result, taxable income for the Indonesian subsidiary for the year ended December 31, 2016 exceeded the remaining 2014 tax loss carryforward and a long-term income tax payable of \$2.2 million was recorded for the uncertain tax position.

*Net Income (Loss).* The following table sets forth details of our net income for the years ended December 31, 2016 and 2015:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Net income (loss)	\$ 41,377	\$ 41,279	\$ 98

As a result of the foregoing, net income for the year ended December 31, 2016 was \$41.4 million, an increase of \$0.1 million compared with net income of \$41.3 million for the year ended December 31, 2015.

### *Segments*

There are two operating segments. The segment profit measure is Segment EBITDA, which is defined as earnings before interest, taxes, depreciation, amortization and other financial items (gains and losses on derivative instruments and other items, net). Segment EBITDA is reconciled to operating income and net income in the segment presentation below. Please read "Item 3.A. Selected Financial Data—Non-GAAP Financial Measures" for a definition of Segment EBITDA and a reconciliation of Segment EBITDA to net income. The two segments are "Majority held FSRUs" and "Joint venture FSRUs." In addition, unallocated corporate costs that are considered to benefit the entire organization, interest income from advances to joint ventures and interest expense related to the seller's credit note and the outstanding balance on the \$85 million revolving credit facility are included in "Other."

For the years ended December 31, 2016 and 2015, Majority held FSRUs includes the direct financing lease related to the *PGN FSRU Lampung* and the operating lease related to the *Höegh Gallant* from the acquisition date of October 1, 2015.

For the years ended December 31, 2016 and 2015, Joint venture FSRUs include the operating leases related to two 50% owned FSRUs, the *Neptune* and the *GDF Suez Cape Ann*, that operate under long term time charters with one charterer.

The accounting policies applied to the segments are the same as those applied in the financial statements, except that Joint venture FSRUs are presented under the proportional consolidation method for the segment note in the Partnership's financial statements and under equity accounting for the consolidated and combined carve-out financial statements. Under the proportional consolidation method, 50% of the Joint venture FSRUs' revenues, expenses and assets are reflected in the segment note. Management monitors the results of operations of joint ventures under the proportional consolidation method and not the equity method of accounting.

*Majority Held FSRUs.* The following table sets forth details of segment results for the Majority held FSRUs for the years ended December 31, 2016 and 2015:

Majority Held FSRUs (in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Time charter revenues	\$ 91,107	\$ 57,465	\$ 33,642
<b>Total revenues</b>	<b>91,107</b>	<b>57,465</b>	<b>33,642</b>
Vessel operating expenses	(16,080)	(9,679)	(6,401)
Construction contract expense	(315)	—	(315)
Administrative expenses	(2,963)	(2,667)	(296)
<b>Segment EBITDA</b>	<b>71,749</b>	<b>45,119</b>	<b>26,630</b>
Depreciation and amortization	(10,552)	(2,653)	(7,899)
<b>Operating income (loss)</b>	<b>61,197</b>	<b>42,466</b>	<b>18,731</b>
Gain (loss) on derivative instruments	1,839	949	890
Other financial income (expense), net	(23,381)	(18,275)	(5,106)
<b>Income (loss) before tax</b>	<b>39,655</b>	<b>25,140</b>	<b>14,515</b>
Income tax expense	(3,852)	(333)	(3,519)
<b>Net income (loss)</b>	<b>\$ 35,803</b>	<b>\$ 24,807</b>	<b>\$ 10,996</b>

Time charter revenues for the year ended December 31, 2016 were \$91.1 million, an increase of \$33.6 million from \$57.5 million for the year ended December 31, 2015. The increase mainly relates to the revenue for the *Höegh Gallant* for the year ended December 31, 2016 which was acquired on October 1, 2015. The *PGN FSRU Lampung* was fully on-hire for each of the years ended December 31, 2016 and 2015. For the year ended December 31, 2016 scheduled and follow-on maintenance for the *Höegh Gallant* occurred resulting in reduced hire equivalent to approximately 19 days of off-hire. The *Höegh Gallant* was on-hire for the entire fourth quarter of 2015.

Vessel operating expenses for the year ended December 31, 2016 were \$16.1 million compared to \$9.7 million for the year ended December 31, 2015. The increase reflects approximately \$6.9 million of higher vessel operating expenses due to inclusion of the *Höegh Gallant*, including \$0.5 million related to higher expenses for consumables as a result of the additional maintenance during the second and third quarter of 2016. The increase in vessel operating expenses for the *Höegh Gallant* was partially offset by the reduction of \$0.5 million in vessel operating expenses for the *PGN FSRU Lampung* for the year ended December 31, 2016 compared with the year ended December 31, 2015.

Construction contract expenses were \$0.3 million for the year ended December 31, 2016. As discussed in more detail above, an additional warranty provision of \$0.3 million related to the Mooring was recorded in 2016.

Administrative expenses for the year ended December 31, 2016 were \$3.0 million, an increase of \$0.3 million from \$2.7 million for the year ended December 31, 2015. The increase reflects \$0.4 million in higher administrative expenses due to inclusion of the *Höegh Gallant* for the full year, partly offset by a reduction of \$0.1 million in administrative expenses for the *PGN FSRU Lampung* for the year ended December 31, 2016 compared to year ended December 31, 2015.

Segment EBITDA for the year ended December 31, 2016 was \$71.7 million, an increase of \$26.6 million from \$45.1 million for the year ended December 31, 2015. The increase was mainly due to the inclusion of the operations of the *Höegh Gallant* for the whole year ended December 31, 2016; however, improved Segment EBITDA for the operations of the *PGN FSRU Lampung* also contributed positively.

Joint Venture FSRUs. The following table sets forth details of segment results for the Joint venture FSRUs for the years ended December 31, 2016 and 2015:

Joint Venture FSRUs (in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Time charter revenues	\$ 43,272	\$ 42,698	\$ 574
Vessel operating expenses	(6,711)	(8,583)	1,872
Administrative expenses	(2,396)	(910)	(1,486)
<b>Segment EBITDA</b>	<b>34,165</b>	<b>33,205</b>	<b>960</b>
Depreciation and amortization	(9,525)	(9,227)	(298)
<b>Operating income (loss)</b>	<b>24,640</b>	<b>23,978</b>	<b>662</b>
Gain (loss) on derivative instruments	7,092	9,246	(2,154)
Other income (expense), net	(15,110)	(16,101)	991
<b>Income (loss) before tax</b>	<b>16,622</b>	<b>17,123</b>	<b>(501)</b>
Income tax expense	—	—	—
<b>Net income (loss)</b>	<b>\$ 16,622</b>	<b>\$ 17,123</b>	<b>\$ (501)</b>

The segment results for the Joint venture FSRUs are presented using the proportional consolidation method (which differs from the equity method used in the consolidated and combined carve-out financial statements).

Total time charter revenues were \$43.3 million and \$42.7 million for the years ended December 31, 2016 and 2015, respectively. Revenues for time charter payments, including fees for reimbursement of operating expenses, for the year ended December 31, 2016 was \$41.3 million, a reduction of \$0.1 million from \$41.4 million for the year ended December 31, 2015. The reduction in time charter revenues for the year ended December 31, 2016 was principally due to lower fees for reimbursement of vessel operating expenses which was partially offset by higher fees for reimbursement of administrative expenses incurred in preparation for the *Neptune's* subcharter in Turkey. The remaining revenues related to the amortization of deferred revenues for upfront payments for vessel modifications and drydocking payments from the charterer which increased approximately \$0.7 million for the year ended December 31, 2016 compared with the year ended December 31, 2015. On December 11, 2016 the *Neptune* arrived at the Etki Terminal near the port of Aliaga in Izmir province on the west coast of Turkey to serve as an FSRU pursuant to a sub-charter made by its charterer. On January 19, 2017, the *GDF Suez Cape Ann* left Tianjin, China having completed its charterer and returned to the charterer's LNG carrier pool.

Vessel operating expenses for the year ended December 31, 2016 were \$6.7 million, a decrease of \$1.9 million compared to \$8.6 million for the year ended December 31, 2015. The decrease in vessel operating expenses was largely due to increased payroll costs for the crew related to the operations in China during 2015.

Administrative expenses for the year ended December 31, 2016 were \$2.4 million, an increase of \$1.5 million compared to \$0.9 million for the year ended December 31, 2015. The higher administrative expenses are partly due to preparations for the *Neptune's* subcharter in Turkey. These expenses are reimbursed by the charterer.

Segment EBITDA was \$34.2 million for the year ended December 31, 2016, an increase of \$1.0 million compared with \$33.2 million for the year ended December 31, 2015.

Other. The following table sets forth details of other results of Other for the years ended December 31, 2016 and 2015:

Other (in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2016	2015	
Administrative expenses	\$ (6,755)	\$ (6,066)	\$ (689)
<b>Segment EBITDA</b>	<b>(6,755)</b>	<b>(6,066)</b>	<b>(689)</b>
<b>Operating income (loss)</b>	<b>(6,755)</b>	<b>(6,066)</b>	<b>(689)</b>
Other financial income (expense), net	(4,273)	5,395	(9,668)
<b>Income (loss) before tax</b>	<b>(11,028)</b>	<b>(671)</b>	<b>(10,357)</b>
Income tax expense	(20)	20	(40)
<b>Net income (loss)</b>	<b>\$ (11,048)</b>	<b>\$ (651)</b>	<b>\$ (10,397)</b>

Administrative expenses and Segment EBITDA for the year ended December 31, 2016 for each was \$6.8 million, an increase of \$0.7 million from \$6.1 million for the year ended December 31, 2015.

Expenses of \$0.7 million were incurred principally related to audit fees, legal fees and other expenses incurred in connection with the common unit offering in December 2016, the filing of financial statements for the *Höegh Grace* entities to be acquired, and the preparation for the acquisition of the 51% ownership interest in the *Höegh Grace* entities.

Other financial income (expense), net, which is not part of the segment measure of profits, is related to the interest income accrued on the advances to our joint ventures and the \$140 million demand note from Höegh LNG and interest expense, including commitment fees, on a seller's credit note issued in connection with the acquisition of *Höegh Gallant* on October 1, 2015 and the \$85 million revolving credit facility. Other financial income (expense), net for the year ended December 31, 2016 was an expense of \$4.3 million, a decrease of \$9.7 million from income of \$5.4 million for the year ended December 31, 2015. The decrease is a result of no interest income during 2016 from the \$140 million demand note cancelled on October 1, 2015 and increase in interest expense for the seller's credit note entered into on October 1, 2015 and the drawn portion of the revolving credit facility for the year ended December 31, 2016 compared to the year ended December 31, 2015.

#### Year Ended December 31, 2015 Compared with the Year Ended December 31, 2014

*Time Charter Revenues*. The following table sets forth details of our time charter revenues for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Time charter revenues	\$ 57,465	\$ 22,227	\$ 35,238

Time charter revenues for the year ended December 31, 2015 were \$57.5 million, an increase of \$35.2 million from \$22.2 million the year ended December 31, 2014. The time charter revenues related to the *PGN FSRU Lampung*, which was on-hire for the entire year ended December 31, 2015, and the *Höegh Gallant*, which we acquired on October 1, 2015. Excluding the revenues associated with the *Höegh Gallant*, the time charter revenues increased \$23.4 million in 2015 because the time charter for the *PGN FSRU Lampung* did not begin until July 21, 2014 when commissioning began. We were indemnified by Höegh LNG for the amount payable for the September 2014 and October 2014 hire invoices for the *PGN FSRU Lampung*. For additional discussion, refer to note 20 of our consolidated and combined carve-out financial statements.

Time charter revenues for the *PGN FSRU Lampung* consisted of the lease element of the time charter, accounted for as a direct financing lease using the effective interest rate method, as well as fees for providing time charter services, reimbursement for vessel operating expenses and withholding taxes borne by the charterer. Time charter revenues for the *Höegh Gallant* consisted of the fixed daily hire rate which covers the operating lease and the provision of time charter services including the costs incurred to operate the vessel.

*Construction Contract Revenues and Related Expenses.* The following table sets forth details of our construction contract revenues and construction contract expenses for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Construction contract revenues	\$ —	\$ 51,868	\$ (51,868)
Construction contract expenses	\$ —	\$ (38,570)	\$ 38,570
Recognized contract margin	\$ —	\$ 13,298	\$ (13,298)

Construction contract revenues for the year ended December 31, 2014 were \$51.9 million. Construction contract expenses were \$38.6 million for the year ended December 31, 2014. The recognized contract margin for the year ended December 31, 2014 was \$13.3 million. PGN LNG formally accepted the *PGN FSRU Lampung* and signed the Certificate of Acceptance on October 30, 2014 which was the condition for the final payment related to the Mooring. As such the Mooring project was completed as of December 31, 2014. As a result, there were no construction contract revenues or expenses for the year ended December 31, 2015. The Mooring is an offshore installation that is used to moor the *PGN FSRU Lampung* to offload natural gas into an offshore pipe that transports the gas to a land terminal for the charterer, PGN LNG.

PGN LNG issued invoices for delay liquidated damages of \$7.1 million related to claims from PGN LNG on the project for the year ended December 31, 2014. Subsequent to the year ended December 31, 2014, an understanding with PGN LNG was reached under which no delay liquidated damages were payable. Due to this subsequent event, no delay liquidated damages are reflected in the construction contract expenses for the year ended December 31, 2014. A warranty provision of \$2.0 million was recorded for the year ended December 31, 2014 as part of the construction contract expenses for a warranty issue. As of December 31, 2015, approximately \$1.0 million of the allowance had been used and the remaining warranty allowance was \$1.0 million. Under the omnibus agreement, all costs incurred for repairs under the warranty will be indemnified by Höegh LNG. For additional discussion, refer to note 20 of our consolidated and combined carve-out financial statements.

*Other Revenue.* The following table sets forth details of our other revenue for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Other revenue	\$ —	\$ 474	\$ (474)

Other revenue includes incidental revenues prior to the start of the time charter for the *PGN FSRU Lampung*.

*Voyage and Vessel Operating Expenses.* The following table sets forth details of our voyage and vessel operating expenses for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Voyage expenses	\$ —	\$ (1,139)	\$ 1,139
Vessel operating expenses	\$ (9,679)	\$ (6,197)	\$ (3,482)

There were no voyage expenses for the year ended December 31, 2015. Voyage expenses for the year ended December 31, 2014 were \$1.1 million. Voyage expenses are typically paid directly by the charterer. For year ended December 31, 2014 certain bunker fuel and use of LNG during the commissioning and testing of the *PGN FSRU Lampung* were borne by us. In addition, LNG quantities used in running our generators during the period where we had problems with the regasification system were for our own account in 2014. We did not incur any voyage expenses after October 2014 when the final testing of the *PGN FSRU Lampung* was complete. However, if an FSRU is off-hire, voyage expenses, principally fuel, may also be incurred and would be paid by us.

Vessel operating expenses for the year ended December 31, 2015 were \$9.7 million, an increase of \$3.5 million from \$6.2 million for the year ended December 31, 2014. This reflects that the *PGN FSRU Lampung* was in operation for the full year ended December 31, 2015 and the *Höegh Gallant* was in operations for the three months ended December 31, 2015, compared to the year ended December 31, 2014, when the *PGN FSRU Lampung* was not ready for its intended use before the middle of May 2014. Excluding the vessel operating expenses of the *Höegh Gallant* acquired on October 1, 2015, vessel operating expenses increased by \$1.1 million for the year ended December 31, 2015 compared with the year ended December 31, 2014. Although the *PGN FSRU Lampung* was not in operations for the full year of 2014, it incurred relatively high vessel operating costs during 2014 as a result of crew training costs and the ramp up of operations. Vessel operating expenses have on average reached a more normalized level during 2015.

*Administrative Expenses.* The following table sets forth details of our administrative expenses for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Administrative expenses	\$ (8,733)	\$ (12,566)	\$ 3,833

Administrative expenses for the year ended December 31, 2015 were \$8.7 million, a decrease of \$3.8 million from \$12.6 million for the year ended December 31, 2014. The major reason for the decrease was lower administrative expenses associated with the *PGN FSRU Lampung* as a result of preparations and ramp up of operations and certain start up costs incurred in 2014.

Lower administrative costs in 2015 related to the *PGN FSRU Lampung* more than offset the increase in administrative expenses related to the *Höegh Gallant* acquired on October 1, 2015.

Included in administrative expenses are the corporate costs of the Partnership which declined \$0.1 million for the year ended December 31, 2015 compared with the year ended December 31, 2014. Higher costs were incurred for preparation of external reporting, legal fees, audit fees, travel costs and consulting fees on implementation of internal controls under Sarbanes-Oxley to meet our publicly listed partnership requirements during the year ended December 31, 2015. In addition, certain audit and legal costs were incurred during the year ended December 31, 2015 associated with the restatement of the Partnership's financial statements filed with the SEC on November 30, 2015. However, for the year ended December 31, 2014, administrative expenses were incurred for the IPO principally related to audit fees, legal fees and charges for hours incurred by Höegh LNG's staff working on preparation on the IPO. There were no comparable expenses for year ended December 31, 2015 but the impact was largely offset by higher public company and restatement costs.

*Depreciation and Amortization.* The following table sets forth details of our depreciation and amortization for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Depreciation and amortization	\$ (2,653)	\$ (1,317)	\$ (1,336)

Depreciation and amortization for the year ended December 31, 2015 was \$2.7 million, an increase of \$1.3 million from \$1.3 million for the year ended December 31, 2014. Depreciation for the year ended December 31, 2015 of \$2.6 million related to the *Höegh Gallant* for the fourth quarter of 2015 and \$0.03 million to office and IT equipment. For the year ended December 31, 2014, depreciation of \$1.3 million and \$0.02 million related to the *PGN FSRU Lampung* and to office and IT equipment, respectively. The *PGN FSRU Lampung* was depreciated from the time it was substantially complete in the middle of May 2014 until the start of the direct financing lease in July 2014.

*Total Operating Expenses.* The following table sets forth details of our total operating expenses for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Total operating expenses	\$ (21,065)	\$ (59,789)	\$ 38,724

Total operating expenses for the year ended December 31, 2015 were \$21.1 million, a decrease of \$38.7 million from \$59.8 million for the year ended December 31, 2014. Excluding construction contract expenses for the year ended December 31, 2014, the total operating expenses decreased by of \$0.1 million from \$21.2 million for the year ended December 31, 2014.

*Equity in Earnings (Losses) of Joint Ventures.* The following table sets forth details of our equity in earnings of joint ventures for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Equity in earnings (losses) of joint ventures	\$ 17,123	\$ (5,330)	\$ 22,453

Equity in earnings of joint ventures for the year ended December 31, 2015 was \$17.1 million, an increase of \$22.4 million from equity in losses of \$5.3 million for the year ended December 31, 2014. The main reason for the increase was an unrealized gain on derivative instruments in our joint ventures in the year ended December 31, 2015, compared with an unrealized loss in the year ended December 31, 2014.

Our share of our joint ventures' operating income was \$24.0 million for the year ended December 31, 2015, compared with \$23.7 million for the year ended December 31, 2014. Our share of other income (expense), net, principally consisting of interest expense, was \$16.1 million for the year ended December 31, 2015, a reduction of \$1.0 million from \$17.1 million for the year ended December 31, 2014. The reduction was mainly due to lower interest expense due to repayment of principal on debt between the years.

Our share of unrealized gain on derivative instruments was \$9.2 million for the year ended December 31, 2015, an increase of \$21.1 million compared to unrealized losses on derivative instruments of \$11.9 million for the year ended December 31, 2014. The variance in the unrealized gains and losses on derivative instruments is the main reason for the increase in our equity in earnings of joint ventures for the year ended December 31, 2015 compared to the year ended December 31, 2014. The joint ventures utilize interest rate swap contracts to exchange floating interest rate payments for fixed interest rate payments to reduce the exposure to interest rate variability on their outstanding floating-rate debt. The interest rate swap contracts are not designated as hedges for accounting purposes. As a result, there is volatility in earnings for the unrealized exchange gains and losses on the interest rate swap contracts. Historically, the joint ventures have accumulated unrealized losses on the interest rate swaps due to declining interest rates, which has resulted in liabilities for derivative instruments and an accumulated deficit in equity on their balance sheets.

There was no accrued income tax expense for the years ended December 31, 2015 and 2014. Our joint ventures did not pay any dividends for the years ended December 31, 2015 and 2014.

*Operating Income (Loss).* The following table sets forth details of our operating income for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Operating income (loss)	\$ 53,523	\$ 9,450	\$ 44,073

Operating income for the year ended December 31, 2015 was \$53.5 million, an increase of \$44.1 million from \$9.5 million for year ended December 31, 2014. Excluding the impact of the unrealized gains and losses on derivatives for the years ended December 31, 2015 and 2014 impacting the equity in earnings of joint ventures, operating income for the year ended December 31, 2015 would have been \$44.3 million, an increase of \$23.0 million from \$21.3 million for year ended December 31, 2014. The increase is primarily as a result of the *PGN FSRU Lampung* being in operations for the full year ended December 31, 2015 and the acquisition of the *Höegh Gallant* that contributed to the results for the fourth quarter of 2015.

*Interest Income.* The following table sets forth details of our interest income for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Interest income	\$ 7,568	\$ 4,959	\$ 2,609

Interest income for the year ended December 31, 2015 was \$7.6 million, an increase of \$2.6 million from \$5.0 million for the year ended December 31, 2014. Interest income of \$6.3 million related to the \$140 million demand note due from Höegh LNG and \$1.3 million related to interest accrued on the advances to our joint ventures for the year ended December 31, 2015, compared to \$3.3 million and \$1.7 million, respectively, for the year ended December 31, 2014. The interest rate under the shareholder loans to our joint ventures is 8.0% per year. We provided \$140 million to Höegh LNG from the net proceeds of the IPO pursuant to a demand note that bore interest at a rate of 5.88% per year. The note was utilized on October 1, 2015 as part of the purchase consideration for the acquisition of the *Höegh Gallant*.

*Interest Expense.* The following table sets forth details of our interest expense for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Interest expense	\$ (14,099)	\$ (9,163)	\$ (4,936)
Commitment fees	(1,191)	(1,587)	396
Amortization of debt issuance cost and fair value of debt assumed	(2,480)	(4,362)	1,882
Capitalized interest	—	5,447	(5,447)
Total interest expense	\$ (17,770)	\$ (9,665)	\$ (8,105)

Interest expense for the year ended December 31, 2015 was \$17.8 million, an increase of \$8.1 million from \$9.7 million for the year ended December 31, 2014. Interest expense consists of the interest incurred, commitment fees and amortization of debt issuance cost and the adjustment for the fair value of debt assumed less the interest capitalized for the period.

The interest incurred of \$14.1 million for the year ended December 31, 2015 increased by \$4.9 million compared to \$9.2 million for the year ended December 31, 2014, principally due to higher outstanding loan balances. On October 1, 2015, we assumed the debt under the Gallant facility as part of the purchase of the *Höegh Gallant*.

Commitment fees were \$1.2 million and \$1.6 million for the years ended December 31, 2015 and 2014, respectively. The commitment fees relate to the undrawn \$85 million revolving credit facility for the year ended December 31, 2015. For the year ended December 31, 2014, commitment fees were incurred on the Lampung facility for undrawn balances as well as the undrawn \$85 million revolving credit facility from its inception on August 12, 2014. For the year ended December 31, 2015, the Lampung facility was fully drawn and no commitment fees were incurred.

Amortization of debt issuance cost for the years ended December 31, 2015 and 2014 was \$2.5 million and \$4.4 million, respectively. As a result of the acquisition of the *Höegh Gallant*, the long term debt assumed under the Gallant facility was recognized at its fair value. The difference between the fair value and the outstanding principal of the debt as of October 1, 2015 of approximately \$1.3 million is amortized to interest expense using the effective interest method. The impact for the fourth quarter of 2015 was to reduce interest expense by approximately \$0.1 million. The higher amortization of debt issuance cost of \$1.8 million for the year ended December 31, 2014 was primarily a result of the short amortization period for the Mooring tranche of the Lampung facility. The \$32.1 million Mooring tranche was fully repaid on July 3, 2014 resulting in a \$1.7 million amortization charge for the year ended December 31, 2014. In addition, there was an early repayment of \$7.9 million on the remaining tranches of the Lampung facility on December 29, 2014 which resulted in a write down of debt issuance cost of approximately \$0.5 million.

There was no capitalized interest for year ended December 31, 2015 since there was no construction in progress. The *PGN FSRU Lampung* and the Mooring were under construction for the first quarter and part of the second quarter of 2014 and most interest incurred qualified for capitalization for this period. Capitalized interest was \$5.4 million for the year ended December 31, 2014. Capitalization of interest ceased in the middle of May, 2014 when the *PGN FSRU Lampung* and the Mooring were substantially complete.

*Gain (Loss) on Derivative Instruments.* The following table sets forth details of our gain/loss on derivative instruments for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Gain (loss) on derivative instruments	\$ 949	\$ (161)	\$ 1,110

Gain on derivative instruments for the year ended December 31, 2015 was \$0.9 million, an increase of \$1.1 million from a loss on derivative instruments of \$0.2 million for the year ended December 31, 2014. Gain on derivative instruments for the year ended December 31, 2015 related to the interest rate swaps for the Lampung facility and the Gallant facility, while the loss for the prior year related to the Lampung facility. The gain principally related to the amortization income on the amount excluded from hedge effectiveness, net of the amortization expense related to the interest rate swaps reclassified from accumulated other comprehensive income and the loss on the ineffective portion of the cash flow hedges. The interest rate swaps are designated as cash flow hedges of the variable interest payments on the Lampung and Gallant facilities and the effective portion of the changes in fair value of the hedges are recorded in other comprehensive income.

*Other Items, Net.* The following table sets forth details of our other items for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Foreign exchange gain (loss)	\$ (16)	\$ 124	\$ (140)
Bank charges, fees and other	(77)	(84)	7
Withholding tax on interest expense and other	(2,585)	(2,828)	243
Total other items, net	\$ (2,678)	\$ (2,788)	\$ 110

Other items, net for the year ended December 31, 2015 was \$2.7 million, a decrease of \$0.1 million from \$2.8 million for the year ended December 31, 2014. This is primarily due to withholding tax that is payable on interest expense to parties outside of Singapore and Indonesia.

*Income (Loss) Before Tax.* The following table sets forth details of our income before tax for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Income (loss) before tax	\$ 41,592	\$ 1,795	\$ 39,797

Income before tax for the year ended December 31, 2015 was \$41.6 million, an increase of \$39.8 million from \$1.8 million for the year ended December 31, 2014. The increase is primarily a result of the *PGN FSRU Lampung* being in operation for the year ended December 31, 2015 compared with significant start up and construction activities for year ended December 31, 2014, the contribution from the acquisition of the *Høegh Gallant* and the unrealized gains on derivative instruments for the joint ventures and the Lampung and Gallant facilities for the year ended December 31, 2015 compared with the unrealized loss on derivative instruments for the joint ventures and the Lampung facility for the year ended December 31, 2014.

*Income Tax Expense.* The following table sets forth details of our income tax expense for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Income tax expense	\$ (313)	\$ (481)	\$ 168

Income tax expense for the year ended December 31, 2015 was \$0.3 million, a reduction of \$0.2 million from \$0.5 million for the year ended December 31, 2014. We are not subject to Marshall Islands corporate income taxes. However, we are subject to tax for earnings in Indonesia, Singapore, Cyprus and the UK. For the year ended December 31, 2015, the income tax expense primarily related to our Indonesian subsidiary and our Singapore subsidiary. For the year ended December 31, 2014, the tax expense largely related to the Singapore subsidiary. The Singapore subsidiary's taxable income mainly arises from internal interest income. For the year ended December 31, 2014, the Indonesian subsidiary incurred a tax loss for which a valuation allowance was recorded. The tax loss carryforward from 2014 for the Indonesian subsidiary was partly utilized in 2015.

Benefits of uncertain tax positions are recognized when it is more-likely-than-not that a tax position taken in a tax return will be sustained upon examination based on the technical merits of the position. In 2013, a tax loss was incurred in Indonesia principally due to unrealized losses on foreign exchange that does not impact the income statement prepared in the functional currency of U.S. dollars. In 2014, the Indonesia authorities approved the change of currency for tax reporting to U.S. dollars. Under existing tax law, it is not clear if the prior year tax loss carryforward from foreign exchange losses can be utilized when the tax reporting currency is subsequently changed. Due to the uncertainty of this tax position, a provision was recognized for the year ended December 31, 2013 and the resulting unrecognized tax benefit was \$2.6 million. There was no change in the unrecognized tax benefits as of December 31, 2014. For the year ended December 31, 2015, the generation of taxable income resulted in the utilization of \$0.1 million of the 2013 tax loss carryforward which was not recognized due to the uncertainty of this tax position.

A valuation allowance for deferred tax assets is recorded when it is more-likely-than-not that some or all of the benefit will not be realized based on consideration of all the positive and negative evidence. Given the lack of historical operations in Indonesia, management of the Partnership concluded a valuation allowance should be established to reduce the deferred tax assets to the amount deemed more-likely-than-not of realization. A component of the deferred tax assets relates to the cash flow hedge of the Lampung facility interest rate swap with a term of over 11 years. Management concluded that approximately \$2.0 million of the deferred tax asset was more-likely-than-not of realization over the term of the swap and recognized a deferred tax asset for that amount for each of the years ended December 31, 2015 and 2014. A reduction in the valuation allowance of \$4.1 million was recorded to income tax expense in the consolidated and combined carve-out statement of income for the year ended December 31, 2015. Deferred tax expenses for the change in the valuation allowance of \$1.5 million and \$0.4 million were recorded to income tax expense in the consolidated and combined carve-out statement of income and consolidated and combined carve-out statement of comprehensive income, respectively, for the year ended December 31, 2014.

*Net Income (Loss)*. The following table sets forth details of our net income for the years ended December 31, 2015 and 2014:

(in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Net income (loss)	\$ 41,279	\$ 1,314	\$ 39,965

As a result of the foregoing, net income for the year ended December 31, 2015 was \$41.3 million, an increase of \$40.0 million compared with net income of \$1.3 million for the year ended December 31, 2014.

### Segments

There are two operating segments. The segment profit measure is Segment EBITDA, which is defined as earnings before interest, taxes, depreciation, amortization and other financial items (gains and losses on derivative instruments and other items, net). Segment EBITDA is reconciled to operating income and net income in the segment presentation below. Please read "Item 3.A. Selected Financial Data—Non-GAAP Financial Measures" for a definition of Segment EBITDA and a reconciliation of Segment EBITDA to net income. The two segments are "Majority held FSRUs" and "Joint venture FSRUs." In addition, unallocated corporate costs that are considered to benefit the entire organization and interest income from advances to joint ventures and the demand note due from Höegh LNG are included in "Other."

For the year ended December 31, 2015, Majority held FSRUs includes the direct financing lease related to the *PGN FSRU Lampung* and the operating lease related to the *Höegh Gallant* from the acquisition date of October 1, 2015. For the year ended December 31, 2014, Majority held FSRUs includes the direct financing lease related to the *PGN FSRU Lampung*, and construction contract revenues and expenses of the Mooring. The Mooring was constructed on behalf of, and was sold to, PGN LNG and was accounted for using the percentage of completion method. The Mooring project was completed as of December 31, 2014.

For the years ended December 31, 2015 and 2014, Joint venture FSRUs include the operating leases related to the two 50% owned FSRUs, the *Neptune* and the *GDF Suez Cape Ann*, that operate under long term time charters with one charterer.

The accounting policies applied to the segments are the same as those applied in the financial statements, except that Joint venture FSRUs are presented under the proportional consolidation method for the segment note in the Partnership's financial statements and under equity accounting for the consolidated and combined carve-out financial statements. Under the proportional consolidation method, 50% of the Joint venture FSRUs' revenues, expenses and assets are reflected in the segment note. Management monitors the results of operations of joint ventures under the proportional consolidation method and not the equity method of accounting.

Majority Held FSRUs. The following table sets forth details of segment results for the Majority held FSRUs for the years ended December 31, 2015 and 2014:

Majority Held FSRUs (in thousands of U.S. dollars)	Year ended December 31,		Positive (negative) variance
	2015	2014	
Time charter revenues	\$ 57,465	\$ 22,227	\$ 35,238
Construction contract revenues	—	51,868	(51,868)
Other revenues	—	474	(474)
<b>Total revenues</b>	<b>57,465</b>	<b>74,569</b>	<b>(17,104)</b>
Vessel operating expenses	(9,679)	(7,336)	(2,343)
Construction contract expense	—	(38,570)	38,570
Administrative expenses	(2,667)	(6,353)	3,686
<b>Segment EBITDA</b>	<b>45,119</b>	<b>22,310</b>	<b>22,809</b>
Depreciation and amortization	(2,653)	(1,317)	(1,336)
<b>Operating income (loss)</b>	<b>42,466</b>	<b>20,993</b>	<b>21,473</b>
Gain (loss) on derivative instruments	949	(161)	1,110
Other financial income (expense), net	(18,275)	(11,952)	(6,323)
<b>Income (loss) before tax</b>	<b>25,140</b>	<b>8,880</b>	<b>16,260</b>
Income tax expense	(333)	(505)	172
<b>Net income (loss)</b>	<b>\$ 24,807</b>	<b>\$ 8,375</b>	<b>\$ 16,432</b>

Time charter revenues for the year ended December 31, 2015 were \$57.5 million, an increase of \$35.2 million from \$22.2 million for the year ended December 31, 2014. Excluding the time charter revenues of the *Höegh Gallant* from the acquisition date of October 1, 2015, time charter revenues increased by \$23.4 million reflecting that the *PGN FSRU Lampung* was operating for the whole year of 2015, while the time charter revenues for 2014 only included the period subsequent to July 21, 2014. Construction contract revenues and construction contract expense for the year ended December 31, 2014 were \$51.8 million and \$38.6 million, respectively. Other revenues for the year ended December 31, 2014 were \$0.5 million.

Vessel operating expenses for the year ended December 31, 2015 were \$9.7 million compared to \$7.3 million for the year ended December 31, 2014. Excluding the vessel operating expenses of the *Höegh Gallant*, the vessel operating expenses were at approximately the same level for the years ended December 31, 2015 and 2014 reflecting higher cost levels during the ramp up stage of operations of the *PGN FSRU Lampung* in the second half of 2014.

Administrative expenses for the year ended December 31, 2015 were \$2.7 million, a decrease of \$3.7 million from \$6.4 million for the year ended December 31, 2014. Excluding the administrative expenses of the *Höegh Gallant*, the administrative expenses decreased \$4.0 million for the year ended December 31, 2015 compared with the year ended December 31, 2014. Higher administrative expenses in the year ended December 31, 2014 were due to activities for the preparation, start up and ramp up of operations of the *PGN FSRU Lampung* and the delivery of the Mooring, while the comparative period of 2015 had more routine operations.

Segment EBITDA for the year ended December 31, 2015 was \$45.1 million, an increase of \$22.8 million from \$22.3 million for the year ended December 31, 2014. The increase was mainly due to operations under the *PGN FSRU Lampung* time charter for the full year ended December 31, 2015 and the operations of the *Höegh Gallant* for the three months ended December 31, 2015.

*Joint Venture FSRUs.* The following table sets forth details of segment results for the Joint venture FSRUs for the years ended December 31, 2015 and 2014:

<b>Joint Venture FSRUs</b> <b>(in thousands of U.S. dollars)</b>	<b>Year ended</b> <b>December 31,</b>		<b>Positive</b> <b>(negative)</b> <b>variance</b>
	<b>2015</b>	<b>2014</b>	
Time charter revenues	\$ 42,698	\$ 41,319	\$ 1,379
Vessel operating expenses	(8,583)	(7,514)	(1,069)
Administrative expenses	(910)	(971)	61
<b>Segment EBITDA</b>	<b>33,205</b>	<b>32,834</b>	<b>371</b>
Depreciation and amortization	(9,227)	(9,148)	(79)
<b>Operating income (loss)</b>	<b>23,978</b>	<b>23,686</b>	<b>292</b>
Gain (loss) on derivative instruments	9,246	(11,879)	21,125
Other income (expense), net	(16,101)	(17,137)	1,036
<b>Income (loss) before tax</b>	<b>17,123</b>	<b>(5,330)</b>	<b>22,453</b>
Income tax expense	—	—	—
<b>Net income (loss)</b>	<b>\$ 17,123</b>	<b>\$ (5,330)</b>	<b>\$ 22,453</b>

The segment results for the Joint venture FSRUs are presented using the proportional consolidation method (which differs from the equity method used in the consolidated and combined carve-out financial statements).

Total time charter revenues were \$42.7 million and \$41.3 million for the years ended December 31, 2015 and 2014, respectively. Revenues for time charter payments, including fees for reimbursement of operating expenses, were \$41.4 million and \$40.5 million for the years ended December 31, 2015 and 2014, respectively. The increase in revenues for time charter payments in 2015 was principally due to higher fees for reimbursement of operating expenses. The remaining revenues principally related to the amortization of deferred revenues for upfront payments for modifications and drydocking payments from the charterer.

Vessel operating expenses for the year ended December 31, 2015 were \$8.6 million, an increase of \$1.1 million compared to \$7.5 million for the year ended December 31, 2014. The increase in vessel operating expenses was largely due to increased payroll costs for the crew related to the operations in China.

Administrative expenses for the year ended December 31, 2015 declined slightly compared with the year ended December 31, 2014.

Segment EBITDA was \$33.2 million for the year ended December 31, 2015, an increase of \$0.4 million compared with \$32.8 million for the year ended December 31, 2014.

*Other.* The following table sets forth details of other results of Other for the years ended December 31, 2015 and 2014:

<b>Other</b> <b>(in thousands of U.S. dollars)</b>	<b>Year ended</b> <b>December 31,</b>		<b>Positive</b> <b>(negative)</b> <b>variance</b>
	<b>2015</b>	<b>2014</b>	
Administrative expenses	\$ (6,066)	\$ (6,213)	\$ 147
<b>Segment EBITDA</b>	<b>(6,066)</b>	<b>(6,213)</b>	<b>147</b>
<b>Operating income (loss)</b>	<b>(6,066)</b>	<b>(6,213)</b>	<b>147</b>
Other financial income (expense), net	5,395	4,458	937
<b>Income (loss) before tax</b>	<b>(671)</b>	<b>(1,755)</b>	<b>1,084</b>
Income tax expense	20	24	(4)
<b>Net income (loss)</b>	<b>\$ (651)</b>	<b>\$ (1,731)</b>	<b>\$ 1,080</b>

Administrative expenses and Segment EBITDA for the year ended December 31, 2015 for each was \$6.1 million, a decrease of \$0.1 million from \$6.2 million for the year ended December 31, 2014. During the year ended December 31, 2015, higher costs were incurred as a result of being a publicly listed partnership and for audit and legal costs were incurred associated with the restatement of the Partnership's financial statements. For the year ended December 31, 2014, administrative expenses of \$3.5 million were incurred principally related to audit fees, legal fees and other charges of ours incurred by Höegh LNG's staff working on preparation for the IPO. In addition, approximately \$0.2 million of fees were incurred in establishing the Partnership's new legal structure in conjunction with the IPO during 2014.

Interest income and expense, net, which is not part of the segment measure of profits, is related to the interest income on the advances to our joint ventures and our \$140 million demand note from Höegh LNG until October 1, 2015, net of commitment fees on the undrawn \$85 million revolving credit facility and interest expense on the \$47 million seller's credit note which financed part of the acquisition of *Höegh Gallant*.

## **B. Liquidity and Capital Resources**

### **Liquidity and Cash Needs**

We operate in a capital-intensive industry, and we expect to finance the purchase of additional vessels and other capital expenditures through a combination of cash from operations, the utilization of borrowings from commercial banks and debt and equity financings. Our liquidity requirements relate to paying our unitholder distributions, servicing interest and quarterly repayments on our debt ("debt amortization"), funding working capital and maintaining cash reserves against fluctuations in operating cash flows. The liquidity requirements of our joint ventures relate to the servicing of debt, including repayment of shareholder loans, funding working capital, including drydocking, and maintaining cash reserves against fluctuations in operating cash flows.

Our sources of liquidity include cash balances, cash flows from our operations, interest and repayment of principal from our advances to our joint ventures and our current undrawn balance of \$74.8 million under the \$85 million revolving credit facility from Höegh LNG. Cash and cash equivalents are denominated primarily in U.S. dollars. We do not currently use derivative instruments for other purposes than managing interest rate risks. The advances to our joint ventures (shareholder loans) are subordinated to the joint ventures' long-term bank debt, consisting of the Neptune facility and the Cape Ann facility. Under terms of the shareholder loan agreements, the repayments shall be prioritized over any dividend payment to the owners of the joint ventures. Dividend distributions from our joint ventures require a) agreement of the other joint venture owners; b) fulfillment of requirements of the long-term bank loans; and c) under Cayman Islands law may be paid out of profits or capital reserves subject to the joint venture being solvent after the distribution. Dividends from Höegh Lampung may only be paid out of profits under Singapore law. Dividends from PT Höegh may only be paid if its retained earnings are positive under Indonesian law and requirements are fulfilled under the Lampung facility. In addition, PT Höegh as an Indonesian incorporated company is required to establish a statutory reserve equal to 20% of its paid up capital. The dividend can only be distributed if PT Höegh's retained earnings are positive after deducting the statutory reserve. As of December 31, 2016, PT Höegh had negative retained earnings and therefore cannot make dividend payments under Indonesia law. However, subject to meeting a debt service ratio of 1.20 to 1.00, PT Höegh can distribute cash from its cash flow from operations to us as payment of intercompany accrued interest and/or intercompany debt, after quarterly payments of the Lampung facility and fulfilment of the "waterfall" provisions to meet operating requirements as defined by the Lampung facility. Under Cayman Islands law, Höegh FSRU III, Höegh FSRU IV and Höegh Colombia Holding may only pay distributions out of profits or capital reserves if the entity is solvent after the distribution. In addition, Höegh FSRU IV would also need to remain in compliance with the financial covenants under the Gallant/Grace facility. Dividends from Höegh Cyprus may only be distributed (i) out of profits and not from the share capital of the company and (ii) if after the dividend payment, Höegh Cyprus would remain in compliance with the financial covenants under the Gallant/Grace facility. Dividends from Höegh Colombia may only be distributed if after the dividend payment, Höegh Colombia would remain in compliance with the financial covenants under the Gallant/Grace facility.

As of December 31, 2016, we do not have material commitments for capital expenditures for our current business, except for the January 3, 2017 acquisition of a 51% ownership interest in the *Höegh Grace* entities as discussed further below. Our expected expenditures for our current business include funding repairs and replacement parts of approximately \$1.3 million for the Mooring. This expenditure is indemnified by Höegh LNG under the omnibus agreement. Therefore, the funding for this expenditure has been or will be provided by Höegh LNG.

As of December 31, 2016, the total outstanding principal on our long-term debt is \$384.1 million, including \$341.1 million on the Lampung and Gallant facilities, \$34.4 million on the seller's credit note and \$8.6 million on the \$85 million revolving credit facility. Refer to "—Borrowing Activities—Long-term Debt" for a description of the facilities and note 14 to our consolidated and combined carve-out financial statements.

We have not made use of derivative instruments for currency risk management purposes. We have interest rate swap contracts for the Lampung facility (“Lampung swaps”) and the Gallant facility (“Gallant swaps”). As of December 31, 2016, we had outstanding interest rate swap agreements for a total notional amount of \$174.2 million and \$134.1 million to hedge against the interest rate risks of our long-term debt under the Lampung facility and Gallant facility, respectively. We apply hedge accounting for these interest rate swaps. We receive interest based on three month U.S. dollar LIBOR and pay fixed rates of 2.8% on the Lampung swap and 1.9105% to 1.9145% on the Gallant swap. The Lampung swaps amortize over 12 years to match the outstanding balance of the Lampung facility. From their inception, the Gallant swaps amortize over 5 years to match the outstanding balance of the Gallant facility. Refer to “Item 5.F. Tabular Disclosure of Contractual Obligations.” Starting in January 2017, the interest rate swaps associated with the Grace facility (“Grace swaps”) will be included in our consolidated financial statements. For the Grace swaps, we receive interest based on three month U.S. dollar LIBOR and pay fixed rates of 2.305% to 2.315%. The Grace swaps amortize in line with the repayments of the Grace facility until their termination date on March 31, 2020. The carrying value of the liability for derivative instruments was \$7.0 million as of December 31, 2016. In addition, our joint ventures have utilized interest rate swap contracts that are not designated as hedges for accounting purposes. Please read note 19 to our consolidated and combined carve-out financial statements. For information about our joint ventures’ derivative instruments, please read note 12 to our joint ventures’ combined financial statements.

As of December 31, 2016, the Partnership had cash and cash equivalents of \$18.9 million and an undrawn portion on the revolving credit facility of \$76.4 million. Current restricted cash as of December 31, 2016 was \$8.1 million of which relates to operating obligations of the *PGN FSRU Lampung*. Long-term restricted cash required under the Lampung facility was \$14.2 million as of December 31, 2016. In December 2016, the Partnership completed the sale of 6,588,389 common units in a public offering raising approximately \$111.5 million in net proceeds after directly attributable expenses. The Partnership used \$12.6 million of the proceeds to repay part of the seller’s credit related to the *Höegh Gallant* and \$6.6 million to settle the working capital adjustment from the acquisition of the *Höegh Gallant* that closed on October 1, 2015. As of December 31, 2016, the Partnership classified \$91.8 million of the proceeds as non-current cash designated for the acquisition of a 51% ownership interest in the *Höegh Grace* entities. The Partnership’s book value of total long-term debt was \$375.7 million as of December 31, 2016, including long-term debt financing our FSRUs, and the revolving credit facility and seller’s credit note due to owners and affiliates. The long-term debt is repayable in quarterly installments of \$8.1 million. As of December 31, 2016, our total current liabilities exceeded total current assets by \$13.5 million which is partly a result of mark-to market valuations of our interest rate swaps (derivative instruments) of \$3.5 million. We do not plan to terminate the interest rate swaps before their maturity and, as a result, we will not realize these liabilities. Further, the current portion of long-term debt reflects principal payments for the next twelve months which will be funded, for the most part, by future cash flows from operations. We do not intend to maintain a cash balance to fund our next twelve months’ net liabilities.

On January 3, 2017, we paid \$91.8 million from cash designated for the acquisition of a 51% ownership interest in the *Höegh Grace* entities. Because the *Höegh Grace* entities will be consolidated in our financial statements, the total outstanding debt of \$190.1 million will be included on our consolidated balance sheet. The cash flows from operations of the *Höegh Grace* will be included in our consolidated financial statements starting in January 2017.

We believe our cash flows from operations, including distributions to us from PT Höegh and Höegh Cyprus as payment of intercompany interest and/or intercompany debt, and repayment of principal from our advances to our joint ventures will be sufficient to meet our debt amortization and working capital needs and maintain cash reserves against fluctuations in operating cash flows. In addition, we require liquidity to pay distributions to our unitholders. In connection with the IPO, we entered into an \$85 million revolving credit facility with Höegh LNG, which we believe will provide us with adequate liquidity reserve to fund our distributions and other general liquidity needs. As of December 31, 2016, the undrawn balance on the revolving credit facility was \$76.4 million. In February 2017, an additional \$1.6 million was drawn on the revolving credit facility. We believe our current resources, including the undrawn balance on the revolving credit facility, are sufficient to meet our working capital requirements for our current business for the next twelve months.

Generally, our long-term source of funds will be cash from operations, long-term bank borrowings and other debt and equity financings. Because we will distribute all of our available cash, we expect that we will rely principally upon external financing sources, including bank borrowings and the issuance of debt and equity securities, to fund acquisitions and other expansion capital expenditures.

For information regarding estimated maintenance and replacement capital expenditures, impacting our cash distributions, please read “Item 8.A. Consolidated Statements and Other Financial Information—The Partnership’s Cash Distribution Policy—Estimated Maintenance and Replacement Capital Expenditures.”

## Cash Flows

### *Cash Flows for the Years ended December 31, 2016 and 2015*

The following table summarizes our net cash flows from operating, investing and financing activities and our cash and cash equivalents for the years presented:

(in thousands of U.S. dollars)	Year ended December 31,	
	2016	2015
Net cash provided by (used in) operating activities	\$ 39,428	\$ 42,785
Net cash provided by (used in) investing activities	(83,084)	15,455
Net cash provided by (used in) financing activities	29,703	(55,849)
Increase (decrease) in cash and cash equivalents	(13,953)	2,391
Cash and cash equivalents, beginning of period	32,868	30,477
Cash and cash equivalents, end of period	\$ 18,915	\$ 32,868

#### *Net Cash Provided by Operating Activities*

Net cash provided by operating activities was \$39.4 million for the year ended December 31, 2016 compared with \$42.8 million for the year ended December 31, 2015. Before changes in working capital, net cash flows from operating activities were \$42.5 million and \$30.4 million for the years ended December 31, 2016 and 2015, respectively. The increase of \$12.1 million was primarily the result of including the cash flows of *Høegh Gallant* for the full year ended December 31, 2016 compared to three months for the year ended December 31, 2015. Changes in working capital contributed negatively to net cash provided by operating activities by \$3.0 million for the year ended December 31, 2016, compared with a positive contribution of \$12.4 million for the year ended December 31, 2015. The negative contribution of changes in working capital was mainly due to repayment and settlement of the working capital adjustment from the acquisition of the *Høegh Gallant* in the year ended December 31, 2016. The positive contribution of changes in working capital for the year ended December 31, 2015 was largely attributable to the reduction in restricted cash related to operating activities.

#### *Net Cash Provided by (Used in) Investing Activities*

Net cash used in investing activities was \$83.1 million for the year ended December 31, 2016 and net cash provided by investing activities was \$15.5 million for the year ended December 31, 2015. The cash used in investing activities for the year ended December 31, 2016 primarily related to \$91.8 million in cash designated for the January 2017 acquisition of a 51% ownership interest in the *Høegh Grace* entities and cash used for expenditure for equipment of \$0.5 million, which was partly offset by the receipt of \$6.0 million for principal on advances to joint ventures and the receipt of \$3.2 million in principal on the direct financing lease of the *PGN FSRU Lampung*. For the year ended December 31, 2015, cash provided by investing activities primarily related to the receipt of \$5.8 million for principal on advances to joint ventures, the receipt of \$2.9 million in principal on the direct financing lease of the *PGN FSRU Lampung* and \$7.7 million in cash acquired as part of the acquisition of the *Høegh Gallant*. This was partially offset by cash used for expenditure for equipment of \$1.0 million.

#### *Net Cash Provided by (Used in) Financing Activities*

Net cash provided by financing activities was \$29.7 million for the year ended December 31, 2016 compared with net cash used in financing activities of \$55.8 million for the year ended December 31, 2015.

Net cash provided by financing activities for the year ended December 31, 2016 was largely due to the net proceeds, after deduction of underwriters' discounts and the expenses of the offering, of \$111.5 million from the common unit offering in December 2016, the receipt of \$8.6 million drawn on the \$85 million revolving credit facility and receipt of \$3.8 million from Høegh LNG for the indemnification claim under the omnibus agreement and the *Høegh Gallant* contribution, purchase and sale agreement. This was partly offset by repayments of \$32.2 million on the Lampung and Gallant facilities, the repayment of \$12.6 million on the seller's credit, the repayment of \$6.2 million for part of a customer loan that funded value added taxes for import of the *PGN FSRU Lampung* and our payment of \$43.9 million of cash distributions to our unitholders.

Net cash used in financing activities for the year ended December 31, 2015 was mainly due to the repayment of \$22.3 million on the Lampung and Gallant facilities, the repayment of \$4.8 million for part of a customer loan that funded value added taxes for import of the *PGN FSRU Lampung* to Indonesia and our payment of \$35.5 million of cash distributions to our unitholders. This was partially offset by the receipt of \$6.6 million from Höegh LNG for the indemnification claim under the omnibus agreement.

#### ***Cash Flows for the Years ended December 31, 2015 and 2014***

The following table summarizes our net cash flows from operating, investing and financing activities and our cash and cash equivalents for the years presented:

<b>(in thousands of U.S. dollars)</b>	<b>Year ended December 31,</b>	
	<b>2015</b>	<b>2014</b>
Net cash provided by (used in) operating activities	\$ 42,785	\$ 27,976
Net cash provided by (used in) investing activities	15,455	(292,199)
Net cash provided by (used in) financing activities	(55,849)	294,592
Increase (decrease) in cash and cash equivalents	2,391	30,369
Cash and cash equivalents, beginning of period	30,477	108
Cash and cash equivalents, end of period	\$ 32,868	\$ 30,477

#### ***Net Cash Provided by Operating Activities***

Net cash provided by operating activities was \$42.8 million for the year ended December 31, 2015 compared with \$27.9 million for the year ended December 31, 2014. Cash flows from operating activities reflect that the *PGN FSRU Lampung* was operating under the time charter for the full year ended December 31, 2015 and, due to the acquisition, the *Höegh Gallant* contributed cash flows from operations for the three months ended December 31, 2015. The net cash provided by operating activities for the year ended December 31, 2014 was mainly due to the receipt of the full Mooring payment and that the time charter hire commenced for the *PGN FSRU Lampung* on July 21, 2014. In addition, cash of \$26.3 million was used to pay the tax authorities for a refundable value tax on the import of the *PGN FSRU Lampung* into Indonesia.

#### ***Net Cash Provided by (Used in) Investing Activities***

Net cash provided by investing activities was \$15.5 million for the year ended December 31, 2015 and net cash used in investing activities was \$292.2 million for the year ended December 31, 2014. The cash provided by investing activities for the year ended December 31, 2015 primarily related to the receipt of \$5.8 million for principal on advances to joint ventures, the receipt of \$2.9 million in principal on the direct financing lease of the *PGN FSRU Lampung* and \$7.7 million in cash acquired as part of the acquisition of the *Höegh Gallant*. This was partially offset by cash used for expenditure for equipment of \$1.0 million. For the year ended December 31, 2014, net cash used in investing activities mainly related to expenditures for newbuildings for the final 60% payment and payments due for change orders due to the delivery of the *PGN FSRU Lampung* and the \$140 million demand note lent to Höegh LNG following the closing of the IPO. This was partially offset by cash provided by the \$1.1 million in principal payments on advances to joint ventures, the receipt of principal payment on the direct financing lease of \$1.3 million and the release of restricted cash for a letter of credit of \$10.7 million during the year ended December 31, 2014.

#### ***Net Cash Provided by (Used in) Financing Activities***

Net cash used in financing activities for the year ended December 31, 2015 was \$55.8 million compared with net cash provided by financing activities of \$294.6 million for the year ended December 31, 2014.

Net cash used in financing activities for the year ended December 31, 2015 was mainly due to the repayment of \$22.3 million on the Lampung and Gallant facilities, the repayment of \$4.8 million for part of a customer loan that funded value added taxes for import of the *PGN FSRU Lampung* to Indonesia and our payment of \$35.5 million of cash distributions to our unitholders. This was partially offset by the receipt of \$6.6 million from Höegh LNG for the indemnification claim under the omnibus agreement.

Net cash provided by financing activities during the year ended December 31, 2014 was impacted by the closing of our IPO and the application of the net proceeds and lending during the period. We received net proceeds, after deduction for the underwriters' discounts and expenses of the offering, of \$203.5 million. We distributed \$43.5 million in cash from the proceeds to Höegh LNG. We drew \$257.1 million on the Lampung facility that was used for payments for the contractual commitments for the *PGN FSRU Lampung* and the Mooring construction contract expenses, paid \$8.0 million in debt issuance cost related to the facility and received proceeds of \$10.8 million from amounts, loans and promissory notes due to owners and affiliates. Part of the proceeds of the debt was used to repay \$74.6 million of amounts, loans and promissory notes from owners and affiliates. Following the first Mooring payment, the full Mooring tranche of \$32.1 million was repaid. Following the final Mooring payment, an early repayment of \$7.9 million was made on the Lampung facility and a cash settlement of \$1.1 million was made to reduce the amount of the interest rate swaps. On the import of the *PGN FSRU Lampung* into Indonesia during 2014, we obtained funding from PGN LNG of \$26.3 million to pay for the refundable value added tax on import. Refer to "—Net Cash Provided by (Used in) Operating Activities" above. The net distributions to the owner were \$11.2 million for the year ended December 31, 2014.

## Borrowing Activities

### *Loans and Promissory Notes Due to Owners and Affiliates*

The following table sets forth our loans and promissory notes due to owners and affiliates as of December 31, 2016 and 2015:

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Loans and promissory notes due to owners and affiliates	\$ —	\$ 287

The balance as of December 31, 2015, related to accrued commitment fees.

### *Revolving Credit Facility and Seller's Credit Note Due to Owners and Affiliates*

The following table sets forth the revolving credit facility and seller's credit due to owners and affiliates as of December 31, 2016 and 2015:

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Revolving credit facility	\$ 8,622	\$ —
Seller's credit note	34,383	47,000
Revolving credit facility and seller's credit note due to owners and affiliates	\$ 43,005	\$ 47,000

### *Revolving Credit Facility with Höegh LNG*

In connection with the IPO, we entered into an \$85 million revolving credit facility with Höegh LNG.

On February 28, 2016, the maturity date of the \$85 million revolving credit facility with Höegh LNG was extended to January 1, 2020, unless otherwise terminated due to an event of default. Interest on drawn amounts is payable quarterly at a rate equal to LIBOR plus a margin of 4.0%. Additionally, we are required to pay a 1.4% annual commitment fee, payable quarterly, to Höegh LNG on undrawn available amounts under the revolving credit facility. Drawings on the revolving credit facility are subject to customary conditions precedent, including absence of a default or event of default and accuracy of representations and warranties in all material respects.

The revolving credit facility identifies various events of default that may trigger acceleration and cancellation of the facility, such as:

- failure to repay principal and interest;
- inaccuracy of representations and warranties;
- cross-default to other indebtedness held by us or our subsidiaries; and
- bankruptcy and certain other insolvency events.

As of December 31, 2016 the Partnership had drawn \$8.6 million on the revolving credit facility. No amounts had been drawn under the facility as of December 31, 2015.

*Seller's Credit Note from Höegh LNG*

On October 1, 2015, the Partnership financed part of the acquisition of the entity that indirectly owns the *Höegh Gallant* with a \$47 million seller's credit note from a subsidiary of Höegh LNG. On February 28, 2016, the maturity of the note was extended to January 1, 2020.

The seller's credit note from Höegh LNG is unsecured bears interest at a rate of 8.0% per year. Interest on the note is payable quarterly. We may prepay the seller's credit note without penalty upon 10 business days' notice to Höegh LNG. The seller's credit note is subordinated to the obligations under the Gallant/Grace facility. Höegh LNG may accelerate the seller's credit note upon any breach by us, and the maturity date of the note is deemed to occur immediately upon our bankruptcy and certain other insolvency events. On February 28, 2016, the maturity of the note was extended to January 1, 2020. We repaid \$12.6 million of the seller's credit note in December 2016.

**Long-term Debt**

The following table sets forth our long-term debt as of December 31, 2016 and 2015:

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
<i>Lampung facility:</i>		
Export credit tranche	\$ 138,868	\$ 153,755
FSRU tranche	35,340	39,517
<i>Gallant facility:</i>		
Commercial tranche	130,222	139,701
Export credit tranche	36,667	40,333
Outstanding principal	341,097	373,306
Lampung facility unamortized debt issuance cost	(9,357)	(11,745)
Gallant facility unamortized fair value of debt assumed	908	1,282
Total debt	332,648	362,843
Less: Current portion of long-term debt	(32,208)	(32,208)
Long-term debt	\$ 300,440	\$ 330,635

Refer to "Item 5.F. Tabular Disclosure of Contractual Obligations" and note 14 in the consolidated and combined carve-out financial statements for the maturity profile of the debt.

*Lampung Facility*

In September 2013, PT Höegh (the "Borrower") entered into a secured \$299 million term loan facility (the "Lampung facility") with a syndicate of banks and an export credit agency for the purpose of financing a portion of the construction of the *PGN FSRU Lampung* and the Mooring. Höegh LNG is the guarantor for the Lampung facility. The facility was drawn in installments as construction was completed. The term loan facility includes two commercial tranches, the FSRU tranche and the Mooring tranche, and the export credit tranche. The interest rates vary by tranche. The full principal amount on the Mooring tranche and accrued interest was repaid in 2014.

The FSRU tranche has an interest rate of LIBOR plus a margin of 3.4%. The interest rate for the export credit tranche is LIBOR plus a margin of 2.3%. The FSRU tranche is repayable quarterly over 7 years with a final balloon payment of \$16.5 million. The export credit tranche is repayable in quarterly installments over 12 years assuming the balloon payment of the FSRU tranche is refinanced. If not, the export credit agent can exercise a prepayment right for repayment of the outstanding balance upon maturity of the FSRU tranche. The weighted average interest rate, excluding the impact of the associated interest rate swaps, for the years ended December 31, 2016 and 2015 was 4.54% and 4.09%, respectively.

The primary financial covenants under the Lampung facility are as follows:

- PT Höegh must maintain a minimum debt service coverage ratio of 1.10 to 1.00 for the preceding nine-month period tested beginning from the second quarterly repayment date of the export credit tranche and on each quarterly repayment date thereafter;
- Höegh LNG's book equity must be greater than the higher of (i) \$200 million and (ii) 25% of total assets; and
- Höegh LNG's free liquid assets (cash and cash equivalents or available draws on credit facilities) must be greater than \$20 million.

As of December 31, 2016 and 2015, the Borrower and the guarantor were in compliance with the financial covenants.

Höegh LNG, as guarantor, has issued the following guarantees related to the Lampung facility that remain in effect as of December 31, 2016: (a) an unconditional and irrevocable on-demand guarantee for the repayment of the balloon repayment installment of the FSRU tranche callable only at final maturity of the FSRU tranche; (b) an unconditional and irrevocable on-demand guarantee for all amounts due in respect of the export credit agent in the event that the export credit agent exercises its prepayment right for the export credit tranche if the FSRU tranche is not refinanced; and (c) undertaking that, if the time charter is terminated for an event of vessel force majeure, that under certain conditions, a guarantee will be provided for the outstanding debt, less insurance proceeds for vessel force majeure. In addition, all project agreements and guarantees are assigned to the bank syndicate and the export credit agent, all cash accounts and the shares in PT Höegh and Höegh Lampung are pledged in favor of the bank syndicate and the export credit agent.

The Lampung facility requires cash reserves that are held for specifically designated uses, including working capital, operations and maintenance and debt service reserves. Distributions are subject to "waterfall" provisions that allocate revenues to specified priorities of use (such as operating expenses, scheduled debt service, targeted debt service reserves and any other reserves) with the remaining cash being distributable only on certain dates and subject to satisfaction of certain conditions, including meeting a 1.20 historical debt service coverage ratio, no default or event of default then continuing or resulting from such distribution and the guarantor not being in breach of the financial covenants applicable to it. The Lampung facility limits, among other things, the ability of the Borrower to change its business, sell or grant liens on its property including the *PGN FSRU Lampung*, incur additional indebtedness or guarantee other indebtedness, make investments or acquisitions, enter into intercompany transactions and make distributions.

The Lampung facility identifies various events that may trigger mandatory reduction, prepayment and cancellation of the facility, including total loss or sale of the *PGN FSRU Lampung*. The Lampung facility contains customary events of default such as:

- change of ownership;
- inaccuracy of representations and warranties;
- failure to repay principal and interest;
- failure to comply with the financial or insurance covenants;
- cross-default to other indebtedness held by Höegh LNG or PT Höegh;
- bankruptcy and other insolvency events at Höegh LNG or PT Höegh;
- occurrence of certain litigation events at Höegh LNG or PT Höegh;
- the occurrence of a material adverse effect in respect of Höegh LNG, PT Höegh or the charterer;
- breach by the contractor of any technical services agreement, master maintenance agreement or a master parts agreement pertaining to the vessel;
- termination or breach of the charter; and
- cross-default to certain material project contracts.

## Gallant/Grace Facility

On October 1, 2015, the Partnership acquired Höegh FSRU III, the entity that owns Höegh Cyprus, which owns the *Höegh Gallant*. Höegh Cyprus, together with Höegh FSRU IV, the owner of the FSRU *Höegh Grace*, are borrowers (the “Borrowers”) under a term loan facility (the “Gallant/Grace facility”) with a syndicate of banks and an export credit agency for the purpose of financing a portion of the *Höegh Gallant* and the *Höegh Grace*. The facility is secured by, among other things, a first priority mortgage of the *Höegh Gallant* and the *Höegh Grace*, an assignment of the Höegh Cyprus rights under the time charter with EgyptCo, the assignment of EgyptCo’s rights under its time charter with EGAS, the assignment of a bank guarantee for the performance of EGAS under the time charter and a pledge of the Borrower’s, EgyptCo’s cash accounts and an assignment of Höegh FSRU IV’s and Höegh Colombia’s rights in the time charter agreements related to the *Höegh Grace*. The Partnership has provided a pledge of its shares in Höegh FSRU III, Höegh Cyprus and Höegh Colombia Holding, and Höegh LNG has provided a pledge of its shares in EgyptCo and Höegh Colombia Holding as security for the facility. Höegh Colombia Holding has provided a pledge of its shares in Höegh FSRU IV as security for the facility. Höegh LNG, Höegh Colombia Holding, Höegh FSRU III and the Partnership are guarantors for the facility.

The Gallant/Grace facility includes two commercial tranches and the export credit tranche related to the *Höegh Gallant* (the “Gallant facility”) and a commercial tranche and the export credit tranche related to the *Höegh Grace* (the “Grace facility”). All of the tranches under the Gallant/Grace facility are cross-defaulted, cross-collateralized and cross-guaranteed (except that the Partnership does not guarantee 49% of the obligations of Höegh FSRU IV). The obligations of the Borrowers are joint and several. The interest rates vary by tranche. The two commercial tranches related to the Gallant facility have an interest rate of LIBOR plus a margin of 2.7% based on the facility agreement. The interest rate for the export credit tranche related to the Gallant facility has a fixed interest rate and guarantee commission of 4.18% based on the facility agreement. The commercial tranches are repayable quarterly with a final balloon payment of \$106.5 million due in September 2019. The export credit tranche is repayable in quarterly installments with the final payment in October 2026 assuming the balloon payments of the commercial tranches are refinanced. If not, the export credit agent can exercise a prepayment right for repayment of the outstanding balance of \$26.6 million upon maturity of the commercial tranches. The weighted average interest rate for the Gallant facility, excluding the impact of the associated interest rate swaps, for the year ended December 31, 2016 and for the three months ended December 31, 2015 was 3.6% and 3.4%, respectively.

The fair value of the Gallant facility as of the *Höegh Gallant* acquisition date of October 1, 2015 has been determined based upon margins, fixed interest rates and guarantee commission had the financing been entered on the acquisition date. Based upon its fair value, the weighted average effective interest rate for the Gallant facility, excluding the impact of the associated interest rate swaps, was 3.4% and 3.1% for the year ended December 31, 2016 and the three months ended December 31, 2015, respectively.

The primary financial covenants under the Gallant/Grace facility are as follows:

- Höegh LNG must maintain
  - o Consolidated book equity (excluding hedge reserves and mark to market value of derivatives) equal to the greater of
    - \$200 million, and
    - 25% of total assets
  - o Free liquid assets (cash and cash equivalents, publicly trade debt securities with an A rating with Standard & Poor’s and available draws under a bank credit facility for a term of more than 12 months) equal to the greater of
    - \$20 million,
    - 5% of total consolidated indebtedness provided on a recourse basis, and
    - Any amount specified to be a minimum liquidity requirement under any legal obligation.
- The Partnership must maintain
  - o Consolidated book equity (excluding hedge reserves and mark to market value of derivatives) equal to the greater of
    - \$150 million, and
    - 25% of total assets
  - o Free liquid assets (cash and cash equivalents, publicly trade debt securities with an A rating with Standard & Poor’s and available draws under a bank credit facility for a term of more than 12 months) equal to the greater of
    - \$15 million, and
    - \$3 million multiplied by the number of vessels owned or leased by the Partnership
- Each Borrower must maintain
  - o Current assets greater than current liabilities as defined in the agreements, and
  - o A ratio of EBITDA to debt service (principal repayments, guarantee commission and interest expense) of a minimum of 115%

In addition, a security maintenance ratio based on the aggregate market value of the *Höegh Gallant*, the *Höegh Grace* and any additional security must be at least 125% of the aggregate outstanding loan balance.

If the security maintenance ratio is not maintained, the relevant Borrower has 30 days to provide more security or to repay part of the loan to be in compliance with the ratio no later than 30 days after notice from the lenders

As of December 31, 2016 and 2015, Höegh LNG, the Partnership and each Borrower were in compliance with the financial covenants.

Under the Gallant/Grace facility, cash accounts are freely available for the use of the Borrowers, unless there is an event of default. Cash can be distributed as dividends or to service loans of owners and affiliates provided that after the distribution the Borrowers would remain in compliance with the financial covenants and security maintenance ratio. The Gallant/Grace facility limits, among other things, the ability of the Borrowers to change its business, sell or grant liens on its property including the *Höegh Gallant* or the *Höegh Grace*, incur additional indebtedness or guarantee other indebtedness, make investments or acquisitions and enter into intercompany debt that is not subordinated to the Gallant/Grace facility.

The Gallant/Grace facility identifies various events that may trigger mandatory reduction, prepayment and cancellation of the facility, including total loss or sale of the *Höegh Gallant* or the *Höegh Grace*. The facility contains events of default such as:

- change of control of the Borrowers or the Partnership;
- inaccuracy of representations;
- failure to repay principal and interest;
- failure to comply with the financial or insurance covenants;
- cross-default to other indebtedness held by the Partnership, Höegh LNG or any of their subsidiaries (including the Borrowers and EgyptCo);
- bankruptcy and other insolvency events for the Partnership, Höegh LNG or any of their subsidiaries (including the Borrowers and EgyptCo); and
- occurrence of certain litigation events for the Partnership, Höegh LNG or any of their subsidiaries (including the Borrowers and EgyptCo).

#### ***Joint Ventures Debt***

The debt of our joint ventures is not consolidated on our consolidated and combined carve-out financial statements, but it is included as a component in “Investment in and advances to joint ventures” on our combined carve-out balance sheet in accordance with the equity method of accounting.

#### ***Loans Due to Owners (Shareholder Loans)***

The loans due to owners consist of shareholder loans where the principal amounts, including accrued interest, are repaid based on available cash after servicing of long-term bank debt. As of December 31, 2016, our 50.0% share of the outstanding balance was \$7.2 million. The shareholder loans are due not later than the 12th anniversary of the delivery date of each FSRU. The *Neptune* and the *GDF Suez Cape Ann* were delivered November 30, 2009 and June 1, 2010, respectively. The shareholder loans are subordinated to the long-term bank debt, consisting of the Neptune facility and the Cape Ann facility (described below). Under terms of the shareholder loan agreements, the repayments shall be prioritized over any dividend payment to the owners of our joint ventures. The shareholder loans bear interest at a fixed rate of 8.0% per year. The Partnership is due 50.0% of the outstanding balance and the other joint venture partners have, on a combined basis, an equal amount of shareholder loans outstanding at the same terms to each of our joint ventures.

The shareholder loans have financed part of the construction of the vessels and operating expenses until the delivery and commencement of operations of the *Neptune* and the *GDF Suez Cape Ann*. In 2011, our joint ventures began repaying principal and a portion of the interest expense based on available cash after servicing of the external debt. The quarterly payments include a payment of interest for the first month of the quarter and a repayment of principal. Interest is accrued for the last two months of the quarter for repayment in the latter years of the loans. Since the shareholder loans are subordinated to long-term bank debt, the repayment plan is subject to quarterly discretionary revisions based on available cash after servicing of the long-term bank debt.

#### *Neptune Facility*

In December 2007, our joint venture owning the *Neptune*, as the borrower, entered into a \$300 million secured facility with a syndicate of banks as long term financing of the construction of the *Neptune* (the “*Neptune facility*”). As of December 31, 2016, our 50.0% share of the outstanding balance, excluding deferred debt issuance cost, was \$118.0 million. The *Neptune facility* is secured with a first priority mortgage of the *Neptune*, an assignment of its rights under the time charter and a pledge of the borrower’s cash accounts. We and the other owners of the borrower have provided a negative pledge of shares in the borrower as security for the facility. In addition, Høegh LNG and MOL guarantee funding of drydocking costs and remarketing efforts in the event of an early termination of the charter.

The *Neptune facility* is repayable in quarterly installments over 12 years with a final balloon payment of \$165 million, of which \$82.5 million is our share, due in April 2022. The *Neptune facility* bears interest at a rate equal to three months LIBOR plus a margin of 0.5%. The syndicate of banks also provides interest rate swap contracts to the borrower, which are not reflected in the LIBOR rate for the facility.

There are no financial covenants in the *Neptune facility*, but certain other covenants and restrictions apply. The borrower is required to maintain insurance coverage for damage to the FSRU equivalent to 120.0% of the aggregate outstanding loan balance and loss of hire insurance. The borrower must maintain cash accounts with the syndicate of banks for its operating account and restricted cash for debt service for the next 6 months, including interest payments on the facility and associated interest rate swap contracts and certain distribution accounts. Cash in the operating account from hire rates will be applied for the following purposes in the following order; first, to pay operating costs, insurance, taxes and technical management fees; second, to transfer to the debt service retention account on each debt service retention date all or part of the debt service retention amount for such debt service retention date; third, to transfer funds to the restricted cash account for debt service until reserve requirements are met; finally, to transfer funds to certain distribution accounts. Certain conditions apply to making distributions from the distribution accounts, including meeting a 1.20 historical and projected debt service coverage ratio, no event of default then continuing and debt service reserve and retention accounts are fully funded. The facility agreement limits the borrower’s ability to raise additional debt, enter into certain material transactions and make guarantees.

The *Neptune facility* identifies various events that may trigger mandatory reduction, prepayment and cancellation of the facility, including total loss or sale of the *Neptune*. The *Neptune facility* contains customary events of default such as:

- change of ownership;
- inaccuracy of representations and warranties;
- failure to repay principal and interest;
- cross-default to other indebtedness held by the borrower;
- bankruptcy and other insolvency events related to the borrower; and
- termination or breach of the charter.

#### *Cape Ann Facility*

In December 2007, our joint venture owning the *GDF Suez Cape Ann*, as the borrower, entered into a \$300 million secured facility with a syndicate of banks as long term financing of the construction of the *GDF Suez Cape Ann* (the “*Cape Ann facility*”). As of December 31, 2016, our 50.0% share of the outstanding balance, excluding deferred debt issuance cost, was \$121.6 million. The *Cape Ann facility* is secured with a first priority mortgage of the *GDF Suez Cape Ann*, an assignment of its rights under the time charter and a pledge of the borrower’s cash accounts. We and the other owners of the borrower have provided a negative pledge of shares in the borrower as security for the facility. In addition, Høegh LNG and MOL guarantee funding of drydocking costs and remarketing efforts in the event of an early termination of the charter.

The Cape Ann facility is repayable in quarterly installments over 12 years with a final balloon payment of \$165 million, of which \$82.5 million is our share, due in October 2022. The Cape Ann facility bears interest at a rate equal to three months LIBOR plus a margin of 0.5%. The syndicate of banks also provides interest rate swap contracts to the borrower, which are not reflected in the LIBOR rate for the facility.

There are no financial covenants in the Cape Ann facility, but certain other covenants and restrictions apply. The borrower is required to maintain insurance coverage for damage to the FSRU equivalent to 120.0% of the aggregate outstanding loan balance and loss of hire insurance. The borrower must maintain cash accounts with the syndicate of banks for its operating account and restricted cash for debt service for the next 6 months, including interest payments on the facility and associated interest rate swap contracts and certain distribution accounts. Cash in the operating account from hire rates will be applied for the following purposes in the following order; first, to pay operating costs, insurance, taxes and technical management fees; second, to transfer to the debt service retention account on each debt service retention date all or part of the debt service retention amount for such debt service retention date; third, to transfer funds to the restricted cash account for debt service until reserve requirements are met; finally, to transfer funds to certain distribution accounts. Certain conditions apply to making distributions from the distribution accounts, including meeting a 1.20 historical and projected debt service coverage ratio, no event of default then continuing and debt service reserve and retention accounts are fully funded. The facility agreement limits the borrower's ability to raise additional debt, enter into certain material transactions and make guarantees.

The Cape Ann facility identifies various events that may trigger mandatory reduction, prepayment and cancellation of the facility, including total loss or sale of the *GDF Suez Cape Ann*. The Cape Ann facility contains customary events of default such as:

- change of ownership;
- inaccuracy of representations and warranties;
- failure to repay principal and interest;
- cross-default to other indebtedness held by the borrower;
- bankruptcy and other insolvency events related to the borrower; and
- termination or breach of the charter.

### **Critical Accounting Estimates**

The preparation of our consolidated and combined carve-out financial statements and of the combined financial statements of our joint ventures in accordance with US GAAP requires that management make estimates and assumptions affecting the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The following is a discussion of the accounting policies applied by us that are considered to involve a higher degree of judgment in their application. Please read note 2 to our consolidated and combined carve-out financial statements and the combined financial statements of our joint ventures.

#### ***Time Charter Revenue Recognition***

Revenue arrangements may include the right to use FSRUs for a stated period of time that meet the criteria for lease accounting, in addition to providing a time charter service element. Leases are classified based upon defined criteria either as direct financing leases or operating leases. A lease that transfers substantially all of the benefits and risks of the FSRU to the charterer is accounted for as a financing lease by the lessor. All other leases that do not meet the criteria are classified as operating leases.

The lease element of time charters that is accounted for as operating leases is recognized on a straight line basis over the term of the charter. The *Höegh Gallant's* time charter, which has a five year lease term at inception, is accounted for as an operating lease.

The lease element of time charters that are accounted for as direct financing leases is recognized over the lease term using the effective interest rate method and is included in time charter revenues. Direct financing leases are reflected on the consolidated balance sheets as net investments in direct financing leases. The *PGN FSRU Lampung* time charter, which has a 20 year lease term at inception, meets the criteria of transferring substantially all of the benefits and risks to the charterer and is accounted for as a direct financing lease.

Evaluation of whether a time charter should be accounted for as an operating or financing lease requires use of judgment. Our evaluations of each time charter require that we estimate the fair value of our FSRUs, the estimated useful lives of those vessels, whether the option price, if any, represents a bargain purchase option, whether options to extend the time charter are reasonably assured and other factors.

The impact of the change in such estimates could impact our evaluation of the accounting for the time charters as financing leases, if the criteria are met, or operating leases.

Operating leases recognize revenues on a straight-line basis as time charters are provided while financing leases use the effective interest rate method. Under the effective interest rate method, part of the payment is reflected as a payment of the net investment in the direct financing lease (receivable). As a result, the revenue component of a direct financing lease shows a declining profile over time. However, the cash flows from the charters are not impacted by the accounting treatment applied.

Fees for providing time charter services, reimbursements for actual vessel operating expenses or estimates for certain reimbursable costs or taxes are recognized as revenues as services are performed or the actual costs are incurred. Revenues for the time charter services element are not recognized for days that the FSRUs are off-hire.

Our time charters may include provisions for the charterer to make upfront payments for fees for certain vessel modifications, drydocking costs, other additions to equipment or spare parts. Fees for modifications or other additions to equipment are deferred and amortized over the shorter of the remaining charter period or the useful life of the additions. Upfront payments of fees for reimbursement of drydocking costs are deferred and recognized on a straight line basis over the period to the next drydocking.

Evaluation of whether a time charter should be accounted for as an operating or financing lease requires use of judgment. Our evaluations of each time charter require that we estimate the fair value of our FSRUs, the estimated useful lives of those vessels, whether the option price, if any, represents a bargain purchase option, whether options to extend the time charter are reasonably assured and other factors.

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Our time charters may include provisions for the charterer to make upfront payments for fees for certain vessel modifications, drydocking costs, other additions to equipment or spare parts or estimates for certain reimbursable costs or taxes. Fees for modifications or other additions to equipment are deferred and amortized over the shorter of the remaining charter period or the useful life of the additions. Upfront payments of fees for reimbursement of drydocking costs are recognized on a straight line basis over the period to the next drydocking.

#### ***Construction Contract Revenue and Related Expenses***

Revenue on construction contracts is recognized under the percentage of completion method using the ratio of costs incurred to estimated total costs. It is our judgment that until a construction contract reaches at least 25.0% completion, there may be insufficient information to determine the estimated profit with a reasonable level of certainty to recognize a margin on the contract. Revenue from contract change orders, if any, is recognized when the owner has agreed to the change order in writing. Provisions are recognized in the consolidated and combined carve-out financial statements of income for the full amount of estimated losses on uncompleted contracts whenever evidence indicates that the estimated total cost of a contract exceeds its estimated total revenue. All contract costs, including those associated with change orders, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs consist of direct costs on contracts, including labor and materials and amounts payable to subcontractors and interest.

The accuracy of our revenue and recognition of a margin in a given period is dependent on the accuracy of our estimates of the cost to complete each project. The main factors that can contribute to changes in estimates of contract cost include: a) the accuracy of the estimated costs in tendering the original bid at a fixed price, b) higher costs due to weather and other delays (including resulting delay liquidated damages) and c) subcontractor performance issues (including costs of warranty work, if any). These factors may cause fluctuations in the profit margin on the construction contract between periods. As the percentage of completion method relies on the substantial use of estimates, estimates may be revised throughout the life of a construction contract. The construction cost incurred and estimates to complete on construction contracts are reviewed, at a minimum, on a quarterly basis, as well as when information becomes available that would necessitate a review of the current estimate. Adjustments to estimates for a contract's estimated costs at completion and estimated profit or loss often are required as experience is gained, and as more information is obtained, even though the scope of work required under the contract may not change. The impact of such changes to estimates is made on a cumulative basis in the period when such information has become known. Delays in delivery can result in delay liquidated damages that would be payable by us to our charterer.

#### ***Estimated Useful Lives***

The estimated economic life of our FSRUs is 40 years. Depreciation of FSRUs is calculated on a straight-line basis using our estimated useful life, less the estimated residual value. Our estimated useful life represents our best estimate of the period we will use the vessel, while the estimated economic life may involve periods an asset will be used by others. Our business model is to provide time charters of five years or more. Charterers tend to prefer newer vessels for long-term charters. Accordingly, we have estimated that the estimated useful life, or depreciable life, to us is 35 years.

#### ***Valuation of Derivative Instruments***

Under our risk management policies, we currently use derivative instruments to manage interest rate risk. For interest rate swaps that are designated as cash flow hedges for accounting purposes, the changes in the fair value of the interest rate swaps are recorded in other comprehensive income (OCI) for that portion that is effective. Amounts included in accumulated OCI are reclassified to earnings in the consolidated and combined carve-out statement of income when the hedged transaction is reflected in the statement of income. Ineffective portions of the cash flow hedges and amortization of amounts excluded from hedge effectiveness are recognized in statement of income as they occur or are amortized on a systematic basis, respectively. To qualify as a cash flow hedge, an assessment of whether the interest rate swap designated as a hedging instrument is highly effective in offsetting changes in the cash flows of hedged items must be assessed at the designation date and over the life of the instrument. If a hedge is no longer highly effective, hedge accounting is discontinued on a prospective basis. Changes in fair value of interest rate swaps that are not designated as cash flow hedges for accounting purposes are recognized in the consolidated and combined carve-out statement of income.

The fair values of the interest rate swaps are estimated based on the present value of cash flows over the term of the instruments based on the relevant LIBOR interest rate curves, adjusted for our credit worthiness given the level of collateral provided and the credit worthiness of the counterparty to the derivative. Determining credit worthiness is highly subjective and requires significant judgment.

#### ***Use of exchange rates***

For the years ended December 31, 2016 and 2015, the revenues from the *Höegh Gallant* were denominated 95% and 90% in U.S. dollars and 5% and 10% in Egyptian pounds, respectively. The Gallant time charter provides that revenues are denominated 90% in U.S. dollars and 10% in Egyptian pounds, or as otherwise agreed between the parties from time to time. A limited amount of operating expenses was also denominated in Egyptian pounds. Due to restrictions in Egypt, exchangeability between Egyptian pounds and other currencies was more than temporarily lacking or limited during 2015 and 2016. There is a lack of authoritative guidance for how to re-measure a currency with potentially long term lack of exchangeability. However, US GAAP does not permit the use of black market exchange rates since such rates are not objective or determinable. For the year ended December 31, 2015, there was only one official published rate for Egyptian pounds. There were two official published rates for Egyptian pounds for the year ended December 31, 2016. Therefore, we concluded that the lowest official rate should be applied in our consolidated and combined carve-out financial statements for revenues, expenses, assets and liabilities. The Partnership classifies cash in Egyptian pound in excess of working capital needs in Egyptian pounds as long-term restricted cash and cash in Egyptian pounds required as guarantees as short-term restricted cash. The Partnership reduced its exposure to devaluation of the Egyptian pounds in 2016 by repaying \$0.5 million of amounts due to owners and affiliates in Egyptian pounds and by decreasing the revenues denominated in Egyptian pounds to more closely match its working capital requirements. As a result, there was no long-term restricted cash in Egyptian pounds as of December 31, 2016 compared with \$0.4 million as of December 31, 2015. On March 14, 2016, the Egyptian authorities devalued the Egyptian pound to the U.S. dollar by approximately 14%, resulting in a foreign exchange loss of approximately \$0.2 million. On November 3, 2016, the Egyptian central bank announced the intention to allow Egyptian pounds to trade freely and increased the interest rates by 300 basis points, resulting in an additional foreign exchange loss of approximately \$0.1 million for the year ended December 31, 2016. Removing currency restrictions and introducing market based rates should allow for exchangeability between Egyptian pounds and other currencies over time.

Based on outstanding balances of monetary assets and liabilities as of December 31, 2016, we estimate that a 15% reduction in the Egyptian pound to U.S. dollar rate would result in an immaterial loss on foreign exchange.

### ***Goodwill and intangible assets***

We allocate the cost of acquired companies to the identifiable tangible and intangible assets and liabilities acquired, with the remaining amount being classified as goodwill. Certain intangible assets, such as above-market contracts, are being amortized over time. Our future operating performance will be affected by the amortization of intangible assets and potential impairment charges related to goodwill or intangible assets. Accordingly, the allocation of the purchase price to intangible assets and goodwill may significantly affect our future operating results.

The allocation of the purchase price requires management to make significant estimates and assumptions, including estimates of future cash flows expected to be generated by the acquired assets and the appropriate discount rate to value these cash flows. In addition, the process of evaluating the potential impairment of goodwill and intangible assets is highly subjective and requires significant judgment at many points during the analysis. The estimates and assumptions regarding expected future cash flows and appropriate discount rates are in part based upon existing contracts, anticipated future FSRU charter rates, historical experience, financial forecasts and industry trends and conditions.

### **Recent Accounting Pronouncements**

#### ***Recently adopted accounting pronouncements***

In August 2014, the Financial Accounting Standards Board (“FASB”) issued new guidance for *Presentation of Financial Statements – Going Concern*. The amendments provide guidance for management’s responsibility to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern within one year after the date the financial statements are issued and to provide related footnote disclosures. No disclosure is required if there is no substantial doubt an entity’s ability to continue as a going concern. The amendments are effective for annual periods ending after December 15, 2016, and including interim periods within those annual periods. The Partnership implemented this guidance which did not impact the Partnership’s consolidated financial statements.

In February 2015, the FASB issued revised guidance for consolidation, *Amendments to the Consolidation Analysis*. This guidance modifies the evaluation of whether limited partnerships and similar legal entities are variable interest entities or voting interest entities and affects the consolidation analysis of reporting entities that are involved with variable interest entities. All legal entities are subject to re-evaluation under the revised consolidation model. The amendment is effective for interim and annual reporting periods beginning after December 15, 2015. The Partnership’s adoption of this guidance did not impact the Partnership’s consolidated financial statements.

In November 2015, the FASB issued revised guidance for the classification of deferred taxes, *Balance Sheet Classification of Deferred Taxes*. Under the new guidance, companies are required to classify all deferred tax assets and liabilities as non-current on the balance sheet instead of separating deferred taxes into current and non-current amounts. Also, companies will no longer allocate valuation allowances between current and non-current deferred tax assets because those allowances also will be classified as non-current. The guidance may be adopted on either a prospective or retrospective basis. The guidance is effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. However, early adoption is permitted. The Partnership early adopted the guidance as of December 31, 2016 and has adjusted the consolidated balance sheet as of December 31, 2015 on a retrospective basis. The reclassification reduced current assets by \$381 thousand and increased non-current assets by \$381 thousand as of December 31, 2015, and the reclassification reduced current liabilities by \$450 thousand and increased non-current liabilities by \$450 thousand as of December 31, 2015.

There are no other recent accounting pronouncements, whose adoption had a material impact on the consolidated financial statements in the current year.

### **Recently issued accounting pronouncements**

In May 2014, the FASB issued a new accounting standard, *Revenue from Contracts with Customers*, as subsequently updated by the FASB. Under the new standard, an entity must identify performance obligations and the transaction price in a contract, and allocate the transaction price to specific performance obligations to recognized revenue when the obligations are completed. Revenue for most contracts with customers will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration that the entity expects to be entitled, subject to certain limitations. Under the new standard, additional qualitative and quantitative disclosures are required. The scope of this guidance does not apply to leases, financial instruments, guarantees and certain non-monetary transactions. However, the scope of the guidance does apply to the allocation of the transaction price to lease elements and non-lease elements. The standard is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The Partnership has made an initial assessment of the impact of this standard on its contracts for evaluating potential material effects of this standard on its consolidated financial statements when adopted. The most significant implementation matters for the Partnership involve the allocation of the transaction price, subject to certain limitations, to the lease element, which is covered by other guidance, and the non-lease or service element for which this guidance applies. Based upon the analysis to date, the Partnership does not expect material effects to the allocation of the transaction price to lease elements and service elements or material effects on the timing or amounts of revenue recognized under the guidance of this standard. The Partnership will complete detailed analysis on a contract by contract basis prior to implementing the standard and evaluating the disclosure requirements. The Partnership will implement the standard on January 1, 2018 and expects to apply the modified retrospective approach with the cumulative effect of initially applying the standard as an adjustment to the opening balance of equity.

In February 2016, the FASB issued revised guidance for leasing, *Leases*. The objective is to establish the principles that lessors and lessees shall apply to report useful information to users of financial statements about the amount, timing and uncertainty of cash flows arising from a lease. The standard is effective for annual periods beginning after December 15, 2018, and including interim periods within those annual periods. Early adoption is permitted. The Partnership is currently assessing the impact the adoption of this standard will have on the consolidated financial statements and related disclosures.

In August 2016, the FASB issued revised guidance for *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments*. The guidance clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The Partnership is currently assessing the impact the adoption of this standard will have on the consolidated statement of cash flows.

In November 2016, the FASB issued revised guidance for *Statement of Cash Flows: Restricted Cash*. The amendments require that the statement of cash flows explain the change during the period in the total cash, cash equivalents and amounts generally described as restricted cash when reconciling the beginning of period and end of period total amounts shown on the statement of cash flows. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. Early adoption is permitted. The Partnership is currently assessing the impact the adoption of this standard will have on the consolidated statement of cash flows.

In January 2017, the FASB issued revised guidance for *Business Combinations: Clarifying the Definition of a Business*. The amendments clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions of businesses. The amendments provide a screen to determine when an acquisition is not a business. The screen may apply when substantially all of the fair value related to a single, or group of similar, identifiable asset(s). If the screen is not met, it (1) requires that to be considered a business, an acquisition must include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create output and (2) removes the evaluation of whether a market participant could replace the missing elements. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The Partnership is currently assessing the impact the adoption of this standard will have on further acquisitions.

#### **C. Research and Development, Patents and Licenses, Etc.**

Not applicable.

#### **D. Trend Information**

### **Outlook and Trends**

There were unscheduled repairs during the first quarter of 2017 for the *Höegh Gallant* which are expected to reduce operating income by equivalent of approximately 5 days of off-hire. The *Neptune* has started a sub-charter in Turkey in an FSRU capacity and could have minor periods of reduced hire due to the transition in the first quarter of 2017, impacting equity on earnings of joint ventures.

Our FSRUs operate under long-term fixed rate contracts and are the critical infrastructure necessary for the import of LNG. We believe lower LNG prices will positively impact demand for LNG and, as a result, FSRUs. Recent projects in Colombia and Turkey that utilize the Partnership's FSRUs have emerged as new sources of LNG demand since 2015. Moreover, Höegh LNG recently announced projects for new FSRUs to serve in Ghana and Pakistan. Other project announcements in 2016 include those in Bangladesh, Brazil, the United Arab Emirates, and another in Pakistan. We believe that attractive LNG pricing and adoption of FSRU technology will result in further FSRU projects that may become potential opportunities for us in the future.

Höegh LNG is obligated to offer to the Partnership any FSRU or LNG carrier operating under a charter of five or more years. We believe the time charters entered into by Höegh LNG may provide opportunities for us to acquire additional vessels. However, there can be no assurance that we will acquire any vessels from Höegh LNG.

**E. Off-Balance Sheet Arrangements**

As of December 31, 2016, there were no off-balance sheet arrangements.

**F. Tabular Disclosure of Contractual Obligations**

The following table sets forth our contractual obligations as of December 31, 2016:

(in thousands of U.S. dollars)	Total	Payments Due by Period			More than 5 Years
		Less than 1 Year	1-3 Years	4-5 Years	
Long term debt	\$ 384,103	32,208	231,935	55,742	\$ 64,218
Interest commitments on long-term debt and interest rate swaps(1)	44,421	13,153	23,425	6,373	1,470
Purchase obligations (2)	91,768	91,768	—	—	—
Other long-term liabilities(3)	11,639	404	11,235	—	—
<b>Total</b>	<b>\$ 531,931</b>	<b>137,533</b>	<b>266,595</b>	<b>62,115</b>	<b>\$ 65,688</b>

- (1) Our interest commitments on long-term debt and interest rate swaps are calculated based upon the varying margins by tranche of the Lampung facility and the fixed interest rate of the interest rate swaps since we are fully hedged. We swap a floating LIBOR interest rate on our long-term debt for a fixed interest rate on our swaps.
- (2) On December 1, 2016, we and our operating company entered into a contribution, purchase and sale agreement with Höegh LNG pursuant to which we acquired a 51% ownership interest in the *Höegh Grace* entities. The acquisition closed on January 3, 2017.
- (3) Our consolidated balance sheet includes other long-term liabilities for an advance provided by the charterer to fund refundable value added tax on the import of the FSRU. The current portion of the advance of \$0.4 million is included in our consolidated balance sheet as accrued liabilities and other payables which is reflected in the table above.

**G. Safe Harbor**

Please read “Forward-Looking Statements.”

## Item 6. Directors, Senior Management and Employees

### Management of Höegh LNG Partners LP

Our partnership agreement provides that our general partner will irrevocably delegate to our board of directors the authority to oversee and direct our operations, management and policies on an exclusive basis, and such delegation will be binding on any successor general partner of the Partnership. Our general partner, Höegh LNG GP LLC, is wholly owned by Höegh LNG. Our officers will manage our day-to-day activities consistent with the policies and procedures adopted by our board of directors.

Employees of affiliates of Höegh LNG provide services to us under the Administrative Services Agreements. Please read “Item 7.B. Related Party Transactions—Administrative Services Agreements.”

#### A. Directors and Senior Management

The following table provides information about our directors and executive officer. The business address for each of our directors and executive officer is Wessex House, 5th Floor, 45 Reid Street, Hamilton, HM12, Bermuda.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Sveinung Støhle	58	Chairman of the Board of Directors
Steffen Føreid	48	Director
Claibourne Harris	67	Director, Member of the Audit Committee, Member of the Conflicts Committee
Morten W. Høegh	43	Director
Andrew Jamieson	69	Director, Member of the Audit Committee
Robert Shaw	61	Director, Member of the Audit Committee, Chairman of the Conflicts Committee
David Spivak	49	Director, Chairman of the Audit Committee, Member of the Conflicts Committee
Richard Tyrrell	43	Chief Executive Officer and Chief Financial Officer

**Sveinung Støhle** has served as our director and chairman of our board of directors since April 2014. Since 2005, Mr. Støhle has served as the President and Chief Executive Officer of Höegh LNG through his employment with Höegh Norway. He has more than 25 years of experience in the LNG industry with both shipping and oil and gas companies. Prior to his employment with Höegh LNG, Mr. Støhle held positions as President of Total LNG USA, Inc., Executive Vice President and Chief Operating Officer of Golar LNG Limited, General Manager Commercial of Nigeria LNG Limited and various positions with Elf Aquitaine. Mr. Støhle has a Master of Business Administration from the University of San Francisco and a Bachelor of Science in Finance from California State University.

**Steffen Føreid** has served as our director since April 2014. Since 2010, Mr. Føreid has served as the Chief Financial Officer of Höegh LNG. From 2008 to 2010, Mr. Føreid was the Chief Financial Officer of and an advisor to Grenland Group ASA. From 2002 to 2007, Mr. Føreid held various positions at a corporate restructuring of Kværner ASA, including Executive Vice President during a management buy-out of Kværner ASA and Vice President of Group Business Development at Aker Kværner ASA. From 1996 to 2001, Mr. Føreid worked within Corporate and Investment Banking at JPMorgan Chase & Co. Mr. Føreid has a Master of Science in Finance from the University of Fribourg in Switzerland.

**Claiborne Harris** has served as our director since May 2014. Since May 2013, Mr. Harris has been a member of Gunung Bonito LLC, which provides energy advisory services and LNG consulting. From October 2012 to April 2013, Mr. Harris served as a consultant to GDF Suez Energy North America, advising the President and Chief Executive Officer. From January 2006 to September 2012, he was President and Chief Executive Officer of GDF Suez Gas North America, which was responsible for GDF Suez Energy North America’s natural gas activities. From December 2002 to December 2006, Mr. Harris served as President and Chief Executive Officer of Suez Global LNG, which developed and managed LNG shipping assets. Prior to joining Suez Global LNG, Mr. Harris held various positions at Tractebel LNG Ltd., Enron, VICO Indonesia and UNOCAL. Since 2015, Mr. Harris has served on the board of Freeport LNG-GP LLC. Mr. Harris holds a Bachelor of Science Geology from the University of Oklahoma.

**Morten W. Høegh** has served as our director since April 2014. Since 2006, Mr. Høegh has served as the Chairman of Høegh LNG, and he also serves as chairman of Leif Høegh UK. Since 2003, he has been a director of Høegh Autoliners Holdings AS (and its predecessors Leif Høegh & Co. ASA, Leif Høegh & Co. Ltd. and Høegh Autoliners Ltd.). Mr. Høegh is a director of Høegh Eiendom AS and, until October 2014, was a director of Hector Rail AB. He is a director and member of the Executive Committee of Gard P&I (Bermuda) Ltd. and certain of its subsidiaries. He also serves as the Chairman of the Western Europe committee of DNV GL. From 1998 to 2000, Mr. Høegh worked as an investment banker with Morgan Stanley. He has a Master in Business Administration from Harvard Business School and a Master of Science in Ocean Systems Management and a Bachelor of Science in Ocean Engineering from the Massachusetts Institute of Technology. He also is a graduate of the Military Russian Program at the Norwegian Defense Intelligence and Security School.

**Andrew Jamieson** has served as our director since April 2014. He has extensive experience in the energy industry, in general, and in LNG, in particular. Since 2009, Mr. Jamieson has served as a director of Høegh LNG. From 1974 to 2009, Mr. Jamieson held various positions with Royal Dutch Shell plc in the United Kingdom, the Netherlands, Denmark, Australia and Nigeria. Specifically, from 2005 to 2009, he served as Executive Vice President Gas & Projects and Member of the Gas & Power Executive Committee. From 1999 to 2004, he was Managing Director of Nigeria LNG Limited and Vice President of Bonny Gas Transport Limited. While at Royal Dutch Shell plc, Mr. Jamieson also was in charge of the North West Shelf Project in Australia and served as a director on various Royal Dutch Shell plc companies. In 2006, he was made an Officer of the Order of the British Empire (OBE) for “services to British business and sustainable development in Nigeria”. Mr. Jamieson serves on the boards of GTT (Gaztransport & Technigaz) and Crysor Holdings Ltd. Previously Mr. Jamieson also served on the boards of Woodside Petroleum Ltd., Seven Energy Limited and Velocys PLC. Mr. Jamieson holds a Ph.D. degree from Glasgow University, is the Past President of the Institute of Chemical Engineers and a Fellow of the Royal Academy of Engineering.

**Robert Shaw** has served as our director since April 2014. Since 2008, Mr. Shaw has been an owner and a managing director of Mystras Ventures LLC, which makes dry bulk shipping industry-related investments. From 2001 to 2007, Mr. Shaw held various positions at Navios Maritime Holdings Inc., including board member, Executive Vice President, General Counsel and President. From 1985 to 2000, Mr. Shaw was a partner at Healy & Baillie LLP, a law firm specializing in shipping and international commercial law. Since 2013, Mr. Shaw has been a managing director of Sea Trade Holdings Inc. and its subsidiaries which own and operate dry bulk ships. Mr. Shaw also was the chairman and is a member of the board of the Carnegie Council for Ethics in International Affairs and a board member and the Vice President of the Society of Maritime Arbitrators, Inc. Mr. Shaw was admitted to the Law Society of England and Wales in 1980 and the New York bar in 1981 and holds a Bachelor of Arts in Jurisprudence from St John’s College, Oxford University.

**David Spivak** has served as our director since April 2014. Since May 2016, Mr. Spivak has served as the chief financial officer of Seaspan Corporation. From 2013 to 2016, Mr. Spivak was the president and founder of Brockstreet Consulting, a strategic business and financial consulting firm. From 1995 to 2012, Mr. Spivak worked at Citigroup as a capital markets professional and investment banker. He held a variety of positions at Citigroup, including serving as a Managing Director in the Investment Banking and Equity Capital Markets Divisions, as well as serving as the Canadian Head of Global Capital Structuring. From 2005 to 2009, Mr. Spivak was head of Citigroup’s shipping equity franchise in New York. Prior to joining Citigroup, Mr. Spivak worked at Coopers & Lybrand in the Financial Advisory Services Group. Mr. Spivak has a Master of Business Administration from the University of Chicago and a Bachelor of Commerce from the University of Manitoba. He also is a Certified Public Accountant (inactive) and member of the TSX Listings Advisory Committee.

**Richard Tyrrell** joined Leif Høegh UK, where he also serves as a director, in January 2014 in readiness to serve as the Chief Executive Officer and Chief Financial Officer of us and Høegh UK. Prior to joining Leif Høegh UK, Mr. Tyrrell served as a Managing Director in the energy team of Perella Weinberg Partners, a global, independent advisory and asset management firm, from June 2009 until January 2014. From 2008 to February 2009, Mr. Tyrrell was an investment professional with Morgan Stanley Infrastructure, an infrastructure investment and management platform with \$4 billion under management, where he evaluated principal investment opportunities. From 2003 to 2008, Mr. Tyrrell worked for various departments of Morgan Stanley’s Investment Banking Division, including its Global Energy and Utilities Group and its United Kingdom Mergers and Acquisitions Group. From 1994 to 2000, Mr. Tyrrell served as a technical manager and field engineer for Schlumberger Limited in Australia and Southeast Asia. Mr. Tyrrell has a Master of Business Administration from Harvard Business School and an undergraduate degree in Mechanical Engineering from the Imperial College of Science, Technology and Medicine.

## **B. Compensation**

### **Reimbursement of Expenses of Our General Partner**

Our general partner does not receive compensation from us for any services it provides on our behalf, although it is entitled to reimbursement for expenses incurred on our behalf. In addition, PT Høegh, the owner of the *PGN FSRU Lampung*, reimburses Høegh Norway pursuant to the technical information and services agreement for expenses Høegh Norway incurs pursuant to a sub-technical support agreement with Høegh LNG Management. Høegh Cyprus, the entity that owns of the *Høegh Gallant*, reimburses Høegh LNG Management for expenses incurred pursuant to a ship management agreement with Høegh LNG Management, Høegh Norway for expenses incurred pursuant to the Gallant management agreement and Høegh Maritime Management for expenses incurred pursuant to a secondment agreement for crew with Høegh Maritime Management. Our joint ventures reimburse Høegh LNG Management for expenses incurred pursuant to ship management agreements with Høegh LNG Management. Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Support Agreement.” Our subsidiary, Høegh UK also reimburses each of Leif Høegh UK and Høegh Norway for expenses pursuant to administrative services agreements. Please read “Item 7.B. Related Party Transactions—Administrative Services Agreements.”

### **Executive Compensation**

We did not pay any compensation to our directors or our Chief Executive Officer and Chief Financial Officer or accrue any obligations with respect to management incentive or retirement benefits for our directors and our Chief Executive Officer and Chief Financial Officer prior to our IPO. Pursuant to the administrative services agreement that we and our operating company entered into with Høegh UK, Richard Tyrrell, as an officer of Høegh UK, provides executive officer functions for our benefit. Mr. Tyrrell is responsible for our day-to-day management subject to the direction of our board of directors. Our officers and employees and officers and employees of our subsidiaries and affiliates of Høegh LNG and our general partner may participate in employee benefit plans and arrangements sponsored by Høegh LNG, our general partner or their affiliates, including plans that may be established in the future. Under our administrative services agreement with Høegh UK, we paid \$2.8 million for the year ended December 31, 2016, including \$1.7 million for provision of services to Høegh UK from Høegh Norway under the Høegh Norway Administrative Services Agreement, under which Høegh UK has subcontracted provision of certain services to Høegh Norway. Høegh UK paid Richard Tyrrell’s compensation.

In connection with the IPO, Mr. Tyrrell entered into an employment agreement with Leif Høegh UK dated December 4, 2013 and effective on January 15, 2014, which was subsequently assigned from Leif Høegh UK to Høegh UK. Pursuant to the employment agreement, Mr. Tyrrell serves as Høegh UK’s Chief Executive Officer and Chief Financial Officer and is based in London. His base salary was GBP 0.3 million for the year ended December 31, 2016. In addition, the employment agreement also provides for a discretionary annual bonus (as determined by Høegh UK) and pension benefits, which was equal to GBP 0.2 million for the year ended December 31, 2016. Mr. Tyrrell’s employment may be terminated on three months’ prior written notice by either Mr. Tyrrell or Høegh UK. Høegh UK may also terminate the employment agreement with immediate effect upon certain specified “cause” events. The employment agreement includes post-termination restrictive covenants prohibiting Mr. Tyrrell from competing or soliciting customers or employees for a period of six months after the termination of his employment.

### **Compensation of Directors**

Directors receive compensation for attending meetings of our board of directors, as well as committee meetings. On February 28, 2016, we adopted an increase to the compensation for our board of directors, effective for the year ended December 31, 2016. During the year ended December 31, 2016, directors each received a director fee of \$75,000 per year (paid half in cash and half in equity-based amounts). Chairpersons of the audit and conflicts committees each received a committee fee of \$20,000 per year, and other committee members received a committee fee of \$10,000 per year. In addition, each director is reimbursed for out-of-pocket expenses in connection with attending meetings of our board of directors or committees. Each director is fully indemnified by us for actions associated with being a director to the extent permitted under Marshall Islands law.

## 2014 Long-Term Incentive Plan

In connection with our initial public offering, we adopted the Höegh LNG Partners LP 2014 Long-Term Incentive Plan, or the “LTIP,” for our employees, officers, consultants and directors who perform services for us and our subsidiaries. The LTIP provides for the grant of unit options, unit appreciation rights, restricted units, unit awards, phantom units, distribution equivalent rights, cash awards, performance awards, other unit-based awards and substitute awards (collectively, “awards”). These awards are intended to align the interests of employees, officers, consultants and directors with those of our unitholders and to give such individuals the opportunity to share in our long-term performance. During the year ended December 31, 2016, we granted 21,500 phantom units to Richard Tyrrell under the LTIP. One-third of the phantom units vest as of December 31, 2017, 2018 and 2019, respectively. Additionally, during the year ended December 31, 2016, we awarded a total of 10,650 common units to non-employee directors under the LTIP as compensation for directors’ fees, with an aggregate grant date fair value of \$0.2 million, based on our closing unit price on the grant date. During the year ended December 31, 2015, we granted no awards under the LTIP.

### *Administration*

The LTIP is administered by our board of directors, or an alternative committee appointed by our board of directors, which we refer to together as the “committee” for purposes of this summary. The committee administers the LTIP pursuant to its terms and all applicable state, federal or other rules or laws. The committee has the power to determine to whom and when awards will be granted, determine the type and amount of awards (measured in cash or in common units), proscribe and interpret the terms and provisions of each award agreement (the terms of which may vary), accelerate the vesting provisions associated with an award, delegate duties under the LTIP and execute all other responsibilities permitted or required under the LTIP.

### *Securities to Be Offered*

The maximum aggregate number of common units that may be issued pursuant to any and all awards under the LTIP shall not exceed 658,000 common units, subject to adjustment due to recapitalization or reorganization as provided under the LTIP. In addition, if any common units subject to any award are not issued or transferred, or cease to be issuable or transferable for any reason, including (but not exclusively) because units are withheld or surrendered in payment of taxes or any exercise or purchase price relating to an award or because an award is forfeited, terminated, expires unexercised, is settled in cash in lieu of common units or is otherwise terminated without a delivery of units, those common units will again be available for issue, transfer or exercise pursuant to awards under the LTIP, to the extent allowable by law. Common units to be delivered pursuant to awards under the LTIP may be newly issued common units or common units acquired in the open market, from any person, or any combination of the foregoing.

### *Awards*

*Unit Options.* We may grant unit options to eligible persons. Unit options are rights to acquire common units at a specified price. The exercise price of each unit option granted under the LTIP will be stated in the unit option agreement and may vary; provided, however, that, the exercise price for a unit option must not be less than 100% of the fair market value per common unit as of the date of grant of the unit option. Unit options may be exercised in the manner and at such times as the committee determines for each unit option. The committee will determine the methods and form of payment for the exercise price of a unit option and the methods and forms in which common units will be delivered to a participant.

*Unit Appreciation Rights.* A unit appreciation right is the right to receive, in cash or in common units, as determined by the committee, an amount equal to the excess of the fair market value of one common unit on the date of exercise over the grant price of the unit appreciation right. The committee may make grants of unit appreciation rights and will determine the time or times at which a unit appreciation right may be exercised in whole or in part. The exercise price of each unit appreciation right granted under the LTIP will be stated in the unit appreciation right agreement and may vary; provided, however, that, the exercise price must not be less than 100% of the fair market value per common unit as of the date of grant of the unit appreciation right.

*Restricted Units.* A restricted unit is a grant of a common unit subject to a risk of forfeiture, performance conditions, restrictions on transferability and any other restrictions imposed by the committee in its discretion. Restrictions may lapse at such times and under such circumstances as determined by the committee. Cash distributions paid with respect to our common units will be paid to the holder of restricted units without restriction at the same time as such distributions are paid to unitholders generally, unless otherwise specified in the applicable award agreement governing the restricted units.

*Unit Awards.* The committee may grant common units that are not subject to restrictions to any eligible person in such amounts as the committee, in its sole discretion, may select.

*Phantom Units.* Phantom units are rights to receive common units, cash or a combination of both at the end of a specified period. The committee may subject phantom units to restrictions (which may include a risk of forfeiture) to be specified in the phantom unit agreement that may lapse at such times and under such circumstances as determined by the committee. Phantom units may be satisfied by delivery of common units, cash equal to the fair market value of the specified number of common units covered by the phantom unit or any combination thereof as determined by the committee. Distribution equivalent rights may be granted in tandem with a phantom unit award, which may provide that cash distribution equivalents will be paid during or after the vesting period with respect to a phantom unit, as determined by the committee.

*Distribution Equivalent Rights.* The committee may grant distribution equivalent rights in tandem with awards under the LTIP (other than unit awards or an award of restricted units), or distribution equivalent rights may be granted alone. Distribution equivalent rights entitle the participant to receive cash equal to the amount of any cash distributions made by us during the period the distribution equivalent right is outstanding. Payment of cash distributions pursuant to a distribution equivalent right issued in connection with another award may be subject to the same vesting terms as the award to which it relates or different vesting terms, in the discretion of the committee.

*Cash Awards.* The committee may grant awards denominated in and settled in cash. Cash awards may be based, in whole or in part, on the value or performance of a common unit.

*Performance Awards.* The committee may condition the right to exercise or receive an award, or the settlement or vesting of an award, or may increase or decrease the amount payable with respect to an award, based on the attainment of one or more performance conditions deemed appropriate by the committee.

*Other Unit-Based Awards.* The committee may grant other unit-based awards under the LTIP, which are awards that may be based, in whole or in part, on the value or performance of a common unit or are denominated or payable in common units. Upon settlement, these other unit-based awards may be paid in common units, cash or a combination thereof, as provided in the award agreement.

*Substitute Awards.* The committee may grant awards in substitution for similar awards held by individuals who become employees, consultants or directors as a result of a merger, consolidation or acquisition by or involving us, an affiliate of another entity or the assets of another entity. Such substitute awards that are unit options or unit appreciation rights may have exercise prices less than 100% of the fair market value per common unit on the date of the substitution if such substitution complies with applicable laws and exchange rules.

#### ***Tax Withholding***

At our discretion, and subject to conditions that the committee may impose, tax withholding obligations with respect to an award may be satisfied by withholding from any payment related to an award or by the withholding of common units issuable pursuant to the award based on the fair market value of the common units.

#### ***Anti-Dilution Adjustments and Change in Control***

In the event of any “equity restructuring” event (such as a unit dividend, unit split, reverse unit split or similar event) with respect to the common units that may result in an additional compensation expense under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (“FASB ASC Topic 718”) if adjustments to awards in such event were discretionary, the committee will adjust the number and type of units covered by each outstanding award, the terms and conditions of each such award, the maximum number of units available under the LTIP and the kind of units or other securities available for grant under the LTIP, in each case, to equitably reflect the restructuring event. With respect to any similar event that would not result in a FASB ASC Topic 718 accounting charge if adjustments to awards were discretionary (such as certain recapitalizations, reclassifications, reorganizations, mergers, combinations, exchanges or other relevant changes in capitalization), adjustment will be made by the committee in its discretion in accordance with the terms of the LTIP with respect to, as appropriate, the maximum number of units available under the LTIP, the number of units that may be acquired with respect to an award and, if applicable, the exercise price of an award, in order to prevent dilution or enlargement of awards as a result of such events. Upon a “change in control” (as defined in the LTIP), the committee may, in its discretion, (i) remove any forfeiture restrictions applicable to an award, (ii) accelerate the time of exercisability or vesting of an award, (iii) require awards to be surrendered in exchange for a cash payment, (iv) cancel unvested awards without payment or (v) make adjustments to awards as the committee deems appropriate to reflect the change in control.

#### ***Termination of Employment or Service***

The consequences on outstanding awards under the LTIP of the termination of a participant’s employment, consulting arrangement or membership on our board of directors will be determined by the committee in the terms of the relevant award agreement.

## C. Board Practices

### General

Our partnership agreement provides that our general partner irrevocably delegates to our board of directors the authority to oversee and direct our operations, management and policies on an exclusive basis, and such delegation is binding on any successor general partner of the Partnership. Our general partner, Høegh LNG GP LLC, is wholly owned by Høegh LNG. Our officers manage our day-to-day activities consistent with the policies and procedures adopted by our board of directors.

Our current board of directors consists of seven members, three of whom were appointed by our general partner and four of whom were elected by our common unitholders. Sveinung Støhle, Steffen Føreid and Claibourne Harris were appointed by our general partner and will serve for terms as determined by our general partner. The directors elected by our common unitholders, Morten W. Høegh, Andrew Jamieson, David Spivak and Robert Shaw, are divided into four classes serving staggered terms. Mr. Jamieson is designated as our Class I elected director and will serve until our annual meeting of unitholders in 2019, Mr. Shaw is designated as our Class II elected director and will serve until our annual meeting of unitholders in 2020, Mr. Spivak is designated as our Class III elected director and will serve until our annual meeting of unitholders in 2017, and Mr. Høegh is designated as our Class IV elected director and will serve until our annual meeting of unitholders in 2018. At each subsequent annual meeting of unitholders, directors will be elected to succeed the class of director whose term has expired by a plurality of the votes of the common unitholders. Directors elected by our common unitholders may be nominated by our board of directors or by any limited partner or group of limited partners that holds at least 10% of the outstanding common units.

Each outstanding common unit is entitled to one vote on matters subject to a vote of common unitholders. However, to preserve our ability to claim an exemption from U.S. federal income tax under Section 883 of the Code, if at any time, any person or group owns beneficially more than 4.9% of any class of units then outstanding, any such units owned by that person or group in excess of 4.9% may not be voted (except for purposes of nominating a person for election to our board of directors). The voting rights of any such unitholders in excess of 4.9% will effectively be redistributed pro rata among the other common unitholders holding less than 4.9% of the voting power of such class of units. Our general partner, its affiliates and persons who acquired common units with the prior approval of our board of directors will not be subject to this 4.9% limitation except with respect to voting their common units in the election of the elected directors.

### Committees

We have an audit committee that, among other things, reviews our external financial reporting, engages our external auditors and oversees our internal audit activities and procedures, if any, and the adequacy of our internal accounting controls. Our audit committee is comprised of four directors, Mr. Harris, Mr. Jamieson, Mr. Shaw and Mr. Spivak. Each of Mr. Harris, Mr. Jamieson, Mr. Shaw and Mr. Spivak satisfies the independence standards required for audit committee members of the SEC and the NYSE. Mr. Spivak qualifies as an “audit committee expert” for purposes of SEC rules and regulations.

We also have a conflicts committee comprised of three members of our board of directors. The conflicts committee will be available at our board of directors’ discretion to review specific matters that our board of directors believes may involve conflicts of interest. The conflicts committee will determine if the resolution of the conflict of interest is fair and reasonable to us. The members of the conflicts committee may not be officers or employees of us or directors, officers or employees of our general partner or its affiliates, and must meet the independence standards established by the NYSE to serve on an audit committee of a board of directors and certain other requirements. Any matters approved by the conflicts committee will be conclusively deemed to be fair and reasonable to us, approved by all of our partners and not a breach by our directors, our general partner or its affiliates of any duties any of them may owe us or our unitholders. Our conflicts committee is comprised of Mr. Harris, Mr. Shaw and Mr. Spivak.

### Exemptions from Corporate Governance Rules

Because we qualify as a foreign private issuer under SEC rules, we are permitted to follow the corporate governance practices of the Marshall Islands (the jurisdiction in which we are organized) in lieu of certain of the corporate governance requirements that would otherwise be applicable to us. The NYSE rules do not require a listed company that is a foreign private issuer to have a board of directors that is comprised of a majority of independent directors. Under Marshall Islands law, we are not required to have a board of directors comprised of a majority of directors meeting the independence standards described in the NYSE rules. In addition, the NYSE rules do not require limited partnerships like us to have boards of directors comprised of a majority of independent directors.

NYSE rules do not require foreign private issuers or limited partnerships like us to establish a compensation committee or a nominating/corporate governance committee. Similarly, under Marshall Islands law, we are not required to have a compensation committee or a nominating/corporate governance committee. Accordingly, we do not have a compensation committee or a nominating/corporate governance committee. For a listing and further discussion of how our corporate governance practices differ from those required of U.S. companies listed on the NYSE, please read “Item 16G. Corporate Governance.”

#### D. Employees

Employees of Høegh LNG’s affiliates provide administrative services to us pursuant to the administrative services agreements. Our board of directors has the authority to hire other employees as deemed necessary. Certain affiliates of Høegh LNG also provide commercial and technical management services to our fleet pursuant to ship management agreements, the Gallant management agreement, a sub-technical support agreement and commercial and administration management agreements. As of March 31, 2017, a total crew of approximately 260 people was employed by Høegh LNG’s subsidiaries to operate our FSRUs.

#### E. Unit Ownership

Please read “Item 7.A. Major Unitholders.”

### Item 7. Major Unitholders and Related Party Transactions

#### A. Major Unitholders

The following table sets forth the beneficial ownership of our common units and subordinated units as of March 31, 2017, by each of our directors and executive officers and each person that we know to beneficially own more than 5% of our outstanding common or subordinated units:

Name of Beneficial Owner	Common Units Beneficially Owned		Subordinated Units Beneficially Owned		Percentage of Total Common and Subordinated Units Beneficially Owned
	Number	Percent	Number	Percent	
Høegh LNG Holding Ltd.(1)	2,116,060	10.7%	13,156,060	100%	46.4%
FMR LLC(2)	1,417,855	7.2%	—	—	4.3%
Oceanic Investment Management Limited(3)	1,663,281	8.4%	—	—	5.1%
Huber Capital Management LLC(4)	1,239,700	6.3%	—	—	3.8%
Kayne Anderson Capital Advisors, L.P. and Richard A. Kayne(5)	1,793,653	9.1%	—	—	5.4%
Goldman Sachs Asset Management(6)	1,994,713	10.1%	—	—	6.1%
Sveinung Støhle (Chairman of the Board of Directors)	*	*	—	—	*
Steffen Føreid (Director)	*	*	—	—	*
Claiborne Harris (Director)	*	*	—	—	*
Morten W. Høegh (Director)(7)	334,630	1.7%	—	—	1.0%
Andrew Jamieson (Director)	*	*	—	—	*
Robert Shaw (Director)	*	*	—	—	*
David Spivak (Director)	*	*	—	—	*
Richard Tyrell (Chief Financial Officer and Chief Financial Officer)	*	*	—	—	*
All directors and executive officers as a group (8 persons)	397,959	2.0%	—	—	1.2%

\* Less than 1%

- (1) Høegh LNG Holdings Ltd. is a public company listed on the Oslo Børs stock exchange. Leif Høegh & Co. Ltd. is the largest shareholder of Høegh LNG Holdings Ltd., holding a 41.4% ownership interest. Leif Høegh & Co. Ltd. is indirectly controlled by Leif O. Høegh and a family trust under which Morten Høegh, one of our directors, is the primary beneficiary.
- (2) FMR LLC and Abigail P. Johnson (collectively, “FMR LLC”) each have shared voting power and shared dispositive power as to 1,417,855 units. This information is based on the Schedule 13G/A filed by FMR LLC on February 14, 2017.
- (3) Oceanic Hedge Fund, Oceanic Opportunities Master Fund, L.P., Tufton Oceanic (Isle of Man) Limited, Oceanic Opportunities GP Limited, Cato Brahmde and Oceanic Investment Management Limited (collectively, “Oceanic Investment Management Limited”) each have shared voting power and shared dispositive power of up to 1,663,281 units. This information is based on the Schedule 13G/A filed by Oceanic Investment Management Limited on February 14, 2017.
- (4) Huber Capital Management LLC has sole voting power as to 653,000 and sole dispositive power as to 1,239,700 units. This information is based on the Schedule 13G filed by Huber Capital Management, LLC on February 13, 2017.
- (5) Kayne Anderson Capital Advisors, L.P. and Richard A. Kayne have shared voting power as to 939,169 units and shared dispositive power as to 1,793,653 units. This information is based on the Schedule 13G/A filed by Kayne Anderson Capital Advisors, L.P. and Richard A. Kayne on January 26, 2017.
- (6) Goldman Sachs Asset Management, L.P. and GS Investment Strategies, LLC (collectively, “Goldman Sachs Asset Management”) have shared voting power and shared dispositive power as to 1,994,713 units. This information is based on the Schedule 13G/A filed by Goldman Sachs Asset Management on January 10, 2017.
- (7) Morten W. Høegh may be deemed to have shared beneficial ownership of 334,630 common units through direct and indirect ownership interests in Leif Høegh & Co Ltd., Brompton Cross VI Limited and Brompton Cross VII Limited. Morten W. Høegh has an indirect minority ownership and voting interest in Fraternitas AS, which beneficially owns 50,000 common units. If the common units owned by Fraternitas AS were deemed to be beneficially owned by Mr. Høegh, then he would share beneficial ownership of a total of 384,630 common units, or 1.95% of the common units issued and outstanding as of March 31, 2017.

Each outstanding common unit is entitled to one vote on matters subject to a vote of common unitholders. However, to preserve our ability to claim an exemption from U.S. federal income tax under Section 883 of the Code, if at any time any person or group owns beneficially more than 4.9% of any class of units then outstanding, any units beneficially owned by that person or group in excess of 4.9% may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of unitholders, calculating required votes (except for purposes of nominating a person for election to our board of directors), determining the presence of a quorum or for other similar purposes under our partnership agreement, unless otherwise required by law. The voting rights of any such unitholders in excess of 4.9% will effectively be redistributed pro rata among the other common unitholders holding less than 4.9% of the voting power of all classes of units entitled to vote. Our general partner, its affiliates and persons who acquired common units with the prior approval of our board of directors will not be subject to this 4.9% limitation except with respect to voting their common units in the election of the elected directors.

Høegh LNG exercises influence over the Partnership through our general partner, a wholly owned subsidiary of Høegh LNG, which in its sole discretion appoints three directors to our board of directors. Please read “Item 6. Directors, Senior Management and Employees—Management of Høegh LNG Partners LP.” Høegh LNG also exercises influence over the Partnership through its ownership of all of our subordinated units. At the end of the subordination period, assuming no additional issuances of common units and the conversion of our subordinated units into common units, Høegh LNG will own approximately 46.4% of our common units.

## **B. Related Party Transactions**

As a result of our relationships with Høegh LNG and its affiliates, we, our general partner and our subsidiaries have entered into various agreements that were not the result of arm’s length negotiations. A number of agreements were entered into in connection with our IPO. In addition, we may enter into new agreements in the future. We have established a conflicts committee that may review future related party transactions. Please refer to “Item 6.C. Board Practices—Committees.” The related party agreements that we have entered into or were party to since January 1, 2014 are discussed below.

Our partnership agreement sets forth procedures by which future related party transactions may be approved or resolved by our board of directors. Pursuant to our partnership agreement, our board of directors may, but is not required to, seek the approval of a related party transaction from the conflicts committee of our board of directors or from the common unitholders. Affiliated transactions that are not approved by the conflicts committee of our board of directors and that do not involve a vote of unitholders must be on terms no less favorable to us than those generally provided to or available from unrelated third parties or be “fair and reasonable” to us. In determining whether a transaction or resolution is “fair and reasonable,” our board of directors may consider the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to us. If the above procedures are followed, it will be presumed that, in making its decision, our board of directors acted in good faith, and in any proceeding brought by or on behalf of any limited

partner or the Partnership, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption. When our partnership agreement requires someone to act in good faith, it requires that person to believe that he is acting in the best interests of the Partnership, unless the context otherwise requires.

Our conflicts committee is comprised of at least two members of our board of directors. The conflicts committee is available at our board of directors’ discretion to review specific matters that our board of directors believes may involve conflicts of interest. The conflicts committee may determine if the resolution of the conflict of interest is fair and reasonable to us. The members of the conflicts committee may not be officers or employees of us or directors, officers or employees of our general partner or its affiliates, and must meet the independence standards established by the NYSE to serve on an audit committee of a board of directors and certain other requirements.

### **Contribution, Purchase and Sale Agreement**

On August 8, 2014, in connection with the closing of our IPO, we entered into a contribution, purchase and sale agreement with Höegh LNG that effected the transfer of the ownership interests in the entities that owned the vessels in our initial fleet and related shareholder loans, promissory notes and accrued interest and the use of the net proceeds of our IPO. Please refer to note 3 to our consolidated and combined carve-out financial statements for additional information.

### **Omnibus Agreement**

Upon completion of the IPO, we entered into an omnibus agreement with Höegh LNG, our general partner and certain of our other subsidiaries. The following discussion describes certain provisions of the omnibus agreement.

#### ***Noncompetition***

Under the omnibus agreement, Höegh LNG agrees, and causes its controlled affiliates (other than us, our general partner and our subsidiaries) to agree, not to acquire, own, operate or charter any FSRU or LNG carrier operating under a charter for five or more years. For purposes of this section, we refer to these vessels, together with any related charters and ancillary installations or equipment covered by such charters, as “Five-Year Vessels” and to all other FSRUs and LNG carriers as “Non-Five-Year Vessels.” The restrictions in this paragraph will not prevent Höegh LNG or any of its controlled affiliates (other than us and our subsidiaries) from:

- (1) acquiring, owning, operating or chartering any Non-Five-Year Vessel;
- (2) acquiring one or more Five-Year Vessels if Höegh LNG promptly offers to sell the vessel to us for the acquisition price plus any administrative costs (including re-flagging and reasonable legal costs) associated with the transfer to us at the time of the acquisition;
- (3) delivering a Non-Five-Year Vessel under charter for five or more years if Höegh LNG offers to sell the vessel to us for fair market value (x) promptly after the time she becomes a Five-Year Vessel and (y) at each renewal or extension of that charter for five or more years;
- (4) acquiring one or more Five-Year Vessels as part of the acquisition of a controlling interest in a business or package of assets and owning, operating or chartering those vessels; provided, however, that:
  - (a) if less than a majority of the value of the business or assets acquired is attributable to Five-Year Vessels, as determined in good faith by Höegh LNG’s board of directors, Höegh LNG must offer to sell such Five-Year Vessels to us for their fair market value plus any additional tax or other similar costs Höegh LNG incurs in connection with the acquisition and the transfer of such vessels to us separate from the acquired business; and

- (b) if a majority or more of the value of the business or assets acquired is attributable to Five-Year Vessels, as determined in good faith by Høegh LNG's board of directors, Høegh LNG must notify us of the proposed acquisition in advance. Not later than 10 days following receipt of such notice, we will notify Høegh LNG if we wish to acquire any of such vessels in cooperation and simultaneously with Høegh LNG acquiring the Non-Five-Year Vessels. If we do not notify Høegh LNG of our intent to pursue the acquisition within 10 days, Høegh LNG may proceed with the acquisition and then offer to sell such vessels to us as provided in clause (a) above;
- (5) acquiring a non-controlling interest in any company, business or pool of assets;
- (6) acquiring, owning, operating or chartering any Five-Year Vessel if we do not fulfill our obligation to purchase such vessel in accordance with the terms of any existing or future agreement;
- (7) acquiring, owning, operating or chartering a Five-Year Vessel subject to the offers to us described in clauses (2), (3) and (4) above pending our determination whether to accept such offers and pending the closing of any offers we accept;
- (8) providing ship management services relating to any vessel;
- (9) owning or operating any Five-Year Vessel that Høegh LNG owned on the closing date of our IPO and that was not part of our initial fleet; or
- (10) acquiring, owning, operating or chartering a Five-Year Vessel if we have previously advised Høegh LNG that we consent to such acquisition, ownership, operation or charter.

If Høegh LNG or any of its controlled affiliates (other than us or our subsidiaries) acquires, owns, operates or charters Five-Year Vessels pursuant to any of the exceptions described above, it may not subsequently expand that portion of its business other than pursuant to those exceptions. However, such Five-Year Vessels could eventually compete with our vessels upon their re-chartering.

In addition, under the omnibus agreement we agree, and cause our subsidiaries to agree, to acquire, own, operate or charter Five-Year Vessels only. The restrictions in this paragraph will not prevent us or any of our subsidiaries from:

- (1) owning, operating or chartering any Non-Five-Year Vessel that was previously a Five-Year Vessel while owned by us;
- (2) acquiring Non-Five-Year Vessels as part of the acquisition of a controlling interest in a business or package of assets and owning, operating or chartering those vessels; provided, however, that:
  - (a) if less than a majority of the value of the business or assets acquired is attributable to Non-Five-Year Vessels, as determined in good faith by us, we must offer to sell such vessels to Høegh LNG for their fair market value plus any additional tax or other similar costs that we incur in connection with the acquisition and the transfer of such vessels to Høegh LNG separate from the acquired business; and
  - (b) if a majority or more of the value of the business or assets acquired is attributable to Non-Five-Year Vessels, as determined in good faith by us, we must notify Høegh LNG of the proposed acquisition in advance. Not later than 10 days following receipt of such notice, Høegh LNG must notify us if it wishes to acquire the Non-Five-Year Vessels in cooperation and simultaneously with us acquiring the Five-Year Vessels. If Høegh LNG does not notify us of its intent to pursue the acquisition within 10 days, we may proceed with the acquisition and then offer to sell such vessels to Høegh LNG as provided in clause (a) above;
- (3) acquiring, owning, operating or chartering any Non-Five-Year Vessels subject to the offer to Høegh LNG described in clause (2) above, pending its determination whether to accept such offer and pending the closing of any offer it accepts; or
- (4) acquiring, owning, operating or chartering Non-Five-Year Vessels if Høegh LNG has previously advised us that it consents to such acquisition, ownership, operation or charter.

If we or any of our subsidiaries acquires, owns, operates or charters Non-Five-Year Vessels pursuant to any of the exceptions described above, neither we nor such subsidiary may subsequently expand that portion of our business other than pursuant to those exceptions.

Upon a change of control of us or our general partner, the noncompetition provisions of the omnibus agreement will terminate immediately. Upon a change of control of Höegh LNG, the noncompetition provisions of the omnibus agreement applicable to Höegh LNG will terminate at the time that is the later of the date of the change of control and the date on which all of our outstanding subordinated units have converted to common units. On the date on which a majority of our directors ceases to consist of directors that were (i) appointed by our general partner prior to our first annual meeting of unitholders and (ii) recommended for election by a majority of our appointed directors, the noncompetition provisions applicable to Höegh LNG shall terminate immediately.

In the event that Höegh LNG is required to make an offer to sell to us a Five-Year Vessel, or we are required to make an offer to sell to Höegh LNG a Non-Five-Year Vessel, and we and Höegh LNG are unable to agree upon the fair market value of such vessel, the fair market value will be determined by a mutually acceptable investment banking firm, ship broker or other expert advisor, and we or Höegh LNG, as the case may be, will have the right, but not the obligation, to purchase the vessel at such price.

#### ***Rights of First Offer on FSRUs and LNG Carriers***

Under the omnibus agreement, we and our subsidiaries grant to Höegh LNG a right of first offer on any proposed sale, transfer or other disposition of any Five-Year Vessels or Non-Five-Year Vessels owned by us. Under the omnibus agreement, Höegh LNG agrees (and will cause its subsidiaries to agree) to grant a similar right of first offer to us for any Five-Year Vessels they might own. These rights of first offer will not apply to a (i) sale, transfer or other disposition of vessels between any affiliated subsidiaries or pursuant to the terms of any current or future charter or other agreement with a charter party or (ii) merger with or into, or sale of substantially all of the assets to, an unaffiliated third party.

Prior to engaging in any negotiation regarding any vessel disposition with respect to a Five-Year Vessel with a unaffiliated third party or any Non-Five-Year Vessel, we or Höegh LNG, as the case may be, will deliver a written notice to the other relevant party setting forth the material terms and conditions of the proposed transaction. During the 30-day period after the delivery of such notice, we and Höegh LNG, as the case may be, will negotiate in good faith to reach an agreement on the transaction. If we do not reach an agreement within such 30-day period, we or Höegh LNG, as the case may be, will be able within the next 180 calendar days to sell, transfer, dispose or re-charter the vessel to a third party (or to agree in writing to undertake such transaction with a third party) on terms generally no less favorable to us or Höegh LNG, as the case may be, than those offered pursuant to the written notice.

Upon a change of control of us or our general partner, the right of first offer provisions of the omnibus agreement will terminate immediately. Upon a change of control of Höegh LNG, the right of first offer provisions applicable to Höegh LNG under the omnibus agreement will terminate at the time that is the later of the date of the change of control and the date on which all of our outstanding subordinated units have converted to common units. On the date on which a majority of our directors ceases to consist of directors that were (i) appointed by our general partner prior to our first annual meeting of unitholders and (ii) recommended for election by a majority of our appointed directors, the provisions related to the rights of first offer granted to us by Höegh LNG shall terminate immediately.

#### ***Indemnification***

Under the omnibus agreement, Höegh LNG indemnifies us after the closing of the IPO for a period of five years against certain environmental and toxic tort liabilities with respect to the assets contributed or sold to us to the extent arising prior to the time they were contributed or sold to us. Liabilities resulting from a change in law after the closing of the IPO are excluded from the environmental indemnity. There is an aggregate cap of \$5.0 million on the amount of indemnity coverage provided by Höegh LNG for environmental and toxic tort liabilities. No claim may be made unless the aggregate dollar amount of all claims exceeds \$500,000, in which case Höegh LNG is liable for claims only to the extent such aggregate amount exceeds \$500,000.

Höegh LNG also indemnifies us for losses:

- related to certain defects in title to the assets contributed or sold to us and any failure to obtain, prior to the time they were contributed to us, certain consents and permits necessary to conduct our business, which liabilities arise within three years after August 12, 2014;
- related to certain tax liabilities attributable to the operation of the assets contributed or sold to us prior to the time they were contributed or sold;
- in the event that we do not receive hire rate payments under the *PGN FSRU Lampung* time charter for the period commencing on the closing date of our IPO through the earlier of (i) the date of acceptance of the *PGN FSRU Lampung* or (ii) the termination of such time charter;

- with respect to any obligation to pay liquidated damages to PGN LNG under the *PGN FSRU Lampung* time charter for failure to deliver the *PGN FSRU Lampung* by the scheduled delivery date set forth in the *PGN FSRU Lampung* time charter;
- with respect to any non-budgeted expenses (including repair costs) incurred in connection with the *PGN FSRU Lampung* project (including the construction of the related tower yoke mooring system) occurring prior to the date of acceptance of the *PGN FSRU Lampung* pursuant to the time charter; and
- pursuant to a letter agreement dated August 12, 2015, Höegh LNG confirmed that the indemnification provisions of the omnibus agreement include indemnification for all non-budgeted, non-creditable Indonesian value added taxes and non-budgeted Indonesian withholding taxes, including any related impact on cash flow from PT Höegh and interest and penalties associated with any non-timely Indonesian tax filings related to the ownership or operation of the *PGN FSRU Lampung* and the Mooring whether incurred (i) prior to the closing date of the IPO, (ii) after the closing date of the IPO to the extent such taxes, interest, penalties or related impact on cash flows relate to periods of ownership or operation of the *PGN FSRU Lampung* and the Mooring and are not subject to prior indemnification payments or deemed reimbursable by the charterer under its audit of the taxes related to the *PGN FSRU Lampung* time charter for periods up to and including June 30, 2015, or (iii) after June 30, 2015 to the extent withholding taxes exceed the minimum amount of withholding tax due under Indonesian tax regulations due to lack of documentation or untimely withholding tax filings.

### ***Amendments***

The omnibus agreement may not be amended without the prior approval of the conflicts committee of our board of directors if the proposed amendment will, in the reasonable discretion of our board of directors, adversely affect holders of our common units.

Pursuant to our partnership agreement, our general partner, our board of directors and our conflicts committee are entitled to make decisions in “good faith” if they believe that the decision is in our best interests. Our partnership agreement permits our general partner, our board of directors and our conflicts committee to consult with advisors and consultants, such as, among others, appraisers and investment bankers, selected by either of them to assist them with, among other things, the determination of the fair market value of a vessel. Any act taken or omitted to be taken in reliance upon the advice or opinion such advisors as to matters that our general partner, our board of directors and our conflicts committee reasonably believes to be within such advisor’s professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice.

### **Administrative Services Agreements**

#### ***Höegh UK Administrative Services Agreement***

In connection with the IPO, we and our operating company entered into an administrative services agreement with Höegh UK (the “Höegh UK Administrative Services Agreement”), pursuant to which Höegh UK will provide us and our operating company certain administrative services. The agreement has an initial term of five years. The services provided under the Höegh UK Administrative Services Agreement will be provided in a diligent manner, as we or our operating company may reasonably direct.

The Höegh UK Administrative Services Agreement may be terminated prior to the end of its term by us and our operating company upon 90 days’ written notice for any reason in the sole discretion of our and our operating company’s boards of directors. The Höegh UK Administrative Services Agreement may also be terminated solely by Höegh UK upon 90 days’ written notice if:

- there is a change of control of us or our general partner;
- a receiver is appointed for all or substantially all of our property or our operating company’s property;
- an order is made to wind up the Partnership or our operating company;
- a final judgment, order or decree that materially and adversely affects our or our operating company’s ability to perform the agreement is obtained or entered and not vacated, discharged or stayed; or
- we make a general assignment for the benefit of our creditors, file a petition in bankruptcy or for liquidation or commence any reorganization proceedings.

Under the Höegh UK Administrative Services Agreement, Richard Tyrrell, as an officer of Höegh UK, provides executive officer functions for our benefit. Mr. Tyrrell is responsible for providing advice and recommendations to us, subject to the direction of our board of directors. Our board of directors has the ability to terminate the arrangement with Höegh UK regarding the provision of executive officer services to us with respect to Mr. Tyrrell at any time in its sole discretion.

The administrative services provided by Höegh UK to us include:

- **commercial management services:** assisting with our commercial management and the execution of our business strategies and investment decisions, although Höegh UK will not make any strategic or investment decisions;
- **bookkeeping, audit and accounting services:** assisting with the maintenance of our corporate books and records, assisting with the preparation of our tax returns and arranging for the provision of audit and accounting services;
- **legal and insurance services:** arranging for the provision of legal, insurance and other professional services and maintaining our existence and good standing in necessary jurisdictions;
- **administrative and clerical services:** assisting with office space, arranging meetings for our common unitholders pursuant to our partnership agreement, arranging the provision of IT services, providing all administrative services required for subsequent debt and equity financings and attending to all other administrative matters necessary to ensure the professional management of our business;
- **banking and financial services:** providing cash management including assistance with preparation of budgets, overseeing banking services and bank accounts, providing assistance and support with our capitalization, financing and future offerings, negotiating and arranging for hedging arrangements and monitoring and maintaining compliance with loan and credit terms;
- **advisory services:** assisting in complying with U.S. and other applicable securities laws;
- **client and investor relations:** providing advisory, clerical and investor relations services to assist and support us in our communications with our common unitholders; and
- assisting with the integration of any acquired businesses.

The administrative services provided by Höegh UK to our operating company include:

- advising on cash management and services;
- arranging for the preparation and provision of accounting information; and
- providing advice on financing and other agreements into which the operating company is considering entering.

Each month, we and our operating company reimburse Höegh UK for its reasonable costs and expenses incurred in connection with the provision of the services under the Höegh UK Administrative Services Agreement. In addition, Höegh UK receives a service fee in U.S. Dollars equal to 5.0% of the costs and expenses incurred by them in connection with providing services. Amounts payable by us or our operating company must be paid promptly upon receipt of an invoice for such costs, expenses and supporting detail that may be reasonably required. Our operating company reimbursed Höegh UK approximately \$2.8 million, \$3.1 million and \$1.2 million in total under the Höegh UK Administrative Services Agreement for the years ended December 31, 2016, 2015 and 2014, respectively.

Under the Höegh UK Administrative Services Agreement, we and our operating company indemnify Höegh UK against all actions that may be brought against them as a result of their performance of the administrative services including, without limitation, all actions brought under the environmental laws of any jurisdiction, and against and in respect of all costs and expenses they may suffer or incur due to defending or settling such actions; provided, however, that such indemnity excludes any or all losses to the extent that they are caused by or due to the fraud, gross negligence or willful misconduct of the subcontractor or its officers, employees and agents.

### ***Høegh Norway Administrative Services Agreement***

Under the Høegh UK Administrative Services Agreement, Høegh UK is permitted to subcontract to Høegh Norway certain of the above-mentioned administrative services provided to us pursuant to an administrative services agreement with Høegh Norway (as amended, the “Høegh Norway Administrative Services Agreement”). This agreement has an initial term of five years. The services provided under the Høegh Norway Administrative Services Agreement will be provided in a diligent manner, as Høegh UK may reasonably direct. The Høegh Norway Administrative Services Agreement may be terminated by Høegh UK for any reason in its sole discretion upon 90 days’ written notice. The Høegh Norway Administrative Services Agreement may also be terminated solely by Høegh Norway upon 90 days’ written notice if:

- there is a change of control of us or our general partner;
- a receiver is appointed for all or substantially all of our property;
- an order is made to wind up the Partnership;
- a final judgment, order or decree that materially and adversely affects the ability of us, our operating company or Høegh UK to perform the agreement is obtained or entered and not vacated, discharged or stayed; or
- we, our operating company or Høegh UK make or makes a general assignment for the benefit of creditors, file a petition in bankruptcy or for liquidation or commence any reorganization proceedings.

The administrative services provided by Høegh Norway to Høegh UK include:

- bookkeeping, audit and accounting services: assisting with the maintenance of our corporate books and records, assisting with the preparation of our tax returns and arranging for the provision of audit and accounting services;
- legal and insurance services: arranging for the provision of legal, insurance and other professional services and maintaining our existence and good standing in necessary jurisdictions;
- administrative and clerical services: assisting with office space and arranging the provision of IT services;
- advisory services: assisting in complying with U.S. and other applicable securities laws;
- assisting with the integration of any acquired businesses.

Each month, Høegh UK reimburses Høegh Norway for its reasonable costs and expenses incurred in connection with the provision of the services under the Høegh Norway Administrative Services Agreement. In addition Høegh Norway receives a service fee in U.S. Dollars equal to 3.0% of the costs and expenses incurred by them in connection with providing services. Amounts payable by Høegh UK must be paid promptly upon receipt of an invoice for such costs, expenses and supporting detail that may be reasonably required. Høegh UK reimbursed Høegh Norway approximately \$1.7 million, \$2.2 million and \$0.6 million in total under the Høegh Norway Administrative Services Agreement for the years ended December 31, 2016, 2015 and 2014, respectively.

Under the Høegh Norway Administrative Services Agreement, Høegh UK will indemnify Høegh Norway against all actions that may be brought against them as a result of their performance of the administrative services including, without limitation, all actions brought under the environmental laws of any jurisdiction, and against and in respect of all costs and expenses they may suffer or incur due to defending or settling such actions; provided, however, that such indemnity excludes any or all losses to the extent that they are caused by or due to the fraud, gross negligence or willful misconduct of the subcontractor or its officers, employees and agents.

### ***Leif Høegh UK Administrative Services Agreements***

Our operating company and Høegh UK have entered into administrative services agreements with Leif Høegh UK (the “Leif Høegh UK Administrative Services Agreements”), pursuant to which Leif Høegh UK will provide certain administrative services for an indefinite term. The services provided under the Leif Høegh UK Administrative Services Agreements will be rendered using the competence and control systems used for similar third-party services performed for and by Leif Høegh UK. Each of the Leif Høegh UK Administrative Services Agreements may be terminated by either party thereto upon three months’ notice.

The administrative services provided by Leif Høegh UK to Høegh UK include:

- administration and payroll services;
- provision of office facilities; and
- secretarial services.

Høegh UK reimburses Leif Høegh UK for its reasonable costs and expenses incurred in connection with its administrative services agreement with Høegh UK. In addition, Leif Høegh UK receives a services fee equal to 5% of the costs and expenses of secretarial services under the agreement. Høegh UK reimbursed Leif Høegh UK approximately \$0.1 million, \$0.1 million and \$0.1 million in total under this administrative services agreement for the years ended December 31, 2016, 2015 and 2014, respectively.

Leif Høegh UK occasionally performs certain administrative services directly for our operating company, for which it is reimbursed for its reasonable costs and expenses.

#### **Commercial and Administration Management Agreements**

Each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd. and Høegh FSRU III has entered into a commercial and administration management agreement with Høegh Norway. Pursuant to each agreement, Høegh Norway provides the following services to SRV Joint Gas Ltd., SRV Joint Gas Two Ltd. and Høegh FSRU III, as applicable:

- accounting, including budgeting, reporting and annual audited reports;
- finance and cash management;
- in-house legal;
- commercial;
- insurance; and
- general office administration and secretary functions.

Each of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. pays Høegh Norway an annual management fee equal to costs incurred plus 3%. Høegh FSRU III pays Høegh Norway a specified management fee with annual escalations of 3%. Høegh Norway was paid management fees of approximately \$0.7 million, \$0.7 million and \$0.1 million under the commercial and administration management agreements with each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd and Høegh FSRU III, respectively, for the year ended December 31, 2016. For the year ended December 31, 2015 management fees of approximately \$0.7 million, \$0.7 million and \$0.1 million were paid under the commercial and administration management agreements by each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd. and Høegh FSRU III, respectively. For the year ended December 31, 2014, management fees of approximately \$0.6 million, \$0.7 million and \$0.1 million were paid under the commercial and administration management agreements by each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd. and Høegh FSRU III, respectively.

Each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd. and Høegh FSRU III also will indemnify Høegh Norway and its employees and agents against claims brought against them under the applicable commercial and administration management agreement. The agreements may be terminated by either party upon 90 days' written notice.

#### **Ship Management Agreements and Sub-Technical Support Agreement**

In order to assist with the technical and maritime management of the vessels, each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd., Høegh Cyprus and Høegh Colombia has entered into a ship management agreement with Høegh LNG Management, and Høegh Norway has entered into a sub-technical support agreement with Høegh LNG Management for the technical management of the *PGN FSRU Lampung*. Each of the ship management agreements and the sub-technical support agreement provides that Høegh LNG Management must use its best endeavors to provide technical services, including but not limited to the following:

- **crew management:** except with respect to the ship management agreements with Höegh Cyprus and Höegh Colombia, providing suitably qualified crew for each vessel, arranging for all transportation of the crew, ensuring the crew meets all medical requirements of the flag state, training the crew and conducting union negotiations;
- **technical management:** supervise the maintenance and efficiency of the vessel, arranging and supervising drydockings, repairs, alterations and maintenance of the vessel and arranging and supplying the necessary stores, spares and lubricating oils;
- **provisions:** arranging for the supply of provisions; and
- **accounting:** establishing an accounting system that keeps true and correct accounts with respect to ship management services and maintains the records of all costs and expenditures incurred.

Each of the ship management agreements may be terminated by Höegh LNG Management if the vessel owner fails to pay any amount due under the agreement or employs the vessel in a hazardous or illegal manner. Each of these agreements also may be terminated by the vessel owner if Höegh LNG Management is in material breach of its obligations. If the vessel is sold, becomes a total loss or is requisitioned, or if an order or resolution is passed for the winding up, dissolution, liquidation or bankruptcy of either party or if a receiver is appointed for either party, the agreement terminates. With respect to the ship management agreements or sub-technical support agreement with each of SRV Joint Gas Ltd., SRV Joint Gas Two Ltd., Höegh Norway and Höegh Cyprus, either party may terminate the ship management agreements and the sub-technical support agreement upon 30 days' notice (with respect to the ship management agreement with Höegh Cyprus) or 90 days' notice (with respect to the other agreements).

For the respective years ended December 31, 2016, 2015 and 2014, annual management fees of approximately \$3.0 million, \$2.3 million and \$1.8 million in the aggregate were paid under the ship management agreements or sub-technical support agreement. In addition, the vessel owner must indemnify Höegh LNG Management and its employees, agents and subcontractors against all actions, proceedings, claims, demands or liabilities arising in connection with the performance of the ship management agreements or the sub-technical support agreement, unless the same resulted solely from the negligence, gross negligence or willful default of Höegh LNG Management or its employees, agents and subcontractors, in which case Höegh LNG Management will be liable in an amount up to 10 times the annual management fee.

### **Gallant Management Agreement**

Höegh Cyprus is party to a management agreement with Höegh Norway, pursuant to which Höegh Norway provides administrative, commercial and technical management services, each as instructed from time to time by Höegh Cyprus. The services performed under the Gallant management agreement may include, but are not limited to:

- Administrative management services, including:
  - o provision of a person to be appointed as president or managing director of Höegh Cyprus;
  - o services relating to the day-to-day running of the business of Höegh Cyprus;
  - o management and provision of controller functions for financial matters;
  - o arranging entry into loan agreements, currency exchange agreements, interest hedging agreements, financial swap agreements, and other agreements in respect of futures and derivative instruments, each subject to the authorization of Höegh Cyprus's board of directors;
  - o provision of budgets and financial statements, including long- and short-term budgets, long term financial forecasts, status reports and projections, annual reports and quarterly reports;
  - o handling and settling minor claims by third parties; and
  - o bringing or defend in actions, suits and proceedings;
- commercial management services, including:
  - o chartering services, including seeking and negotiating employment for the *Höegh Gallant*, appointment of brokers and agents, and concluding charter contracts, subject to the authorization of Höegh Cyprus' board of directors;
  - o arranging the provision of bunker fuel for the *Höegh Gallant*;
  - o operation of the *Höegh Gallant*, including the provision of compatibility/interface studies, FSRU approval and vetting processes and voyage estimates and accounts and calculation of hire, freights, demurrage and dispatch moneys due from or due to the charterer, and the issuance of voyage instructions, appointing agents and stevedores and to arrange survey of cargoes; and
  - o freight management, including provision of freight estimates and accounts and calculation of hire and freights and/or demurrage and dispatch money due from or due to charterers and arranging proper payment of all hire and freight revenues; and
- technical management services, including arranging insurance and handling and settling all insurance, salvage and other claims.

The Gallant management agreement's term is concurrent with the term of the Høegh Gallant time charter, and continues thereafter until either party terminates the agreement upon six months' notice. Additionally, Høegh Norway may terminate or suspend performance under the agreement if Høegh Cyprus fails to pay any amount due under the agreement. If an order or resolution is passed for the winding up, dissolution, liquidation or bankruptcy of either party or if a receiver is appointed for either party, the agreement terminates.

Høegh Cyprus pays Høegh Norway an annual management fee in NOK of Høegh Norway's documented costs plus 3%. An estimate of the annual management fee forms the basis of an amount payable by equal monthly instalments in arrears. Settlement of the discrepancy between the estimated management fee and the actual management fee takes place at the end of each calendar year. Høegh Cyprus paid Høegh Norway approximately \$0.1 million and \$0.1 million under Gallant management agreement for the years ended December 31, 2016 and 2015.

Høegh Cyprus must indemnify Høegh Norway and its employees, agents and subcontractors against all actions, proceedings, claims, demands or liabilities arising in connection with the performance of the Gallant management agreement, unless the same resulted solely from the negligence, gross negligence or willful default of Høegh Norway or its employees, agents and subcontractors. If a claim is the sole result of the negligence, gross negligence or willful default of Høegh Norway or its employees, agents and subcontractors, then Høegh Norway is liable in an amount up to NOK 500,000 per incident.

#### **Technical Information and Services Agreement**

PT Høegh entered into a technical information and services agreement with Høegh Norway, pursuant to which Høegh Norway provides PT Høegh certain technical information and services. The technical information and services agreement's term is concurrent with the term of the *PGN FSRU Lampung* time charter, including any exercised extension options.

The technical information and services agreement may be terminated with immediate effect prior to the end of its term if either PT Høegh or Høegh Norway (i) fails to pay any amount due under the technical information and services agreement and such failure continues for more than 14 days after notice of such failure was given to the failing party, (ii) commits a material breach of the technical information and services agreement that remains unremedied for more than 30 days after the breaching party was notified of such material breach or (iii) suffers an insolvency event. The technical information and services agreement may also be terminated by PT Høegh or Høegh Norway upon 30 days' written notice.

Pursuant to the technical information and services agreement, Høegh Norway provides technical information, consisting of data, commercial information and technical information, to PT Høegh relating to the design, construction, operation and maintenance of the *PGN FSRU Lampung* and the Mooring. During the period of the *PGN FSRU Lampung* time charter, including any exercised extension options, Høegh Norway also provides PT Høegh non-transferrable and non-exclusive intellectual property rights in respect of the technical information, along with the safety management system and certain databases, technology and software.

The services provided by Høegh Norway to PT Høegh include:

- commercial support, including:
- assisting in identifying suppliers, liaising with off-shore suppliers of goods and services, assisting in identifying insurance providers; and
- assisting in identifying insurance providers; and
- assisting in negotiations and reviewing contracts and insurance policies;
- technical support and advice, including in relation to:
  - identification, assessment and resolution of technical issues;
  - information technology;
  - health, safety and the environment; and
  - maintaining, developing and improving a quality assurance system to ensure compliance with relevant mandatory international rules, regulations and standards;

- financial and cash management support, including budgeting, reporting and preparation of annual audited reports;
- in-house legal support;
- general administrative and back-office support;
- research and development; and
- training for employees.

Each month, PT Høegh pays Høegh Norway a fee for the provision of the technical information, including the intellectual property rights, and the services. The monthly fee consists of (i) a license fee and (ii) a service fee consisting of a pro rata payment of the estimated annual costs incurred by Høegh Norway under the technical information and services agreement and a 5.0% fee on such payment. The service fee is reconciled annually with the actual costs incurred by Høegh Norway during the prior calendar year. Any amounts payable after such reconciliation must be paid by the owing party no later than 44 days after the end of each such calendar year. PT Høegh paid Høegh Norway approximately \$0.05 million, \$0.05 million and \$0.02 million under the technical information and services agreement for the years ended December 31, 2016, 2015 and 2014, respectively.

Under the technical information and services agreement, PT Høegh indemnifies Høegh Norway against all losses arising under the technical information and services agreement in connection with (i) losses suffered by third parties, (ii) the personal injury, sickness or death of any person that itself or together with its affiliates holds more than half of PT Høegh's issued share capital or any of PT Høegh's officers, directors, employees, agents, representatives, advisors and contractors and (iii) loss of or damage to property owned or under the custody of PT Høegh or any party listed above in section (ii) of this paragraph.

#### **Master Spare Parts Supply Agreement**

PT Høegh and Høegh Asia entered into a master spare parts supply agreement, pursuant to which Høegh Asia supplies certain spare parts and supplies for the *PGN FSRU Lampung* and the Mooring to PT Høegh. PT Høegh, from time to time, submits an order, which may be freely accepted or declined, to Høegh Asia for the supply of spare parts, lubricating oils and other provisions. In respect of each accepted order, Høegh Asia submits an invoice to PT Høegh consisting of the actual cost of the supplied services and a 5.0% fee on the cost of such supplied services, which must be paid by PT Høegh no more than 14 days after receipt of such invoice.

#### **Master Maintenance Agreement**

PT Høegh and Høegh Shipping entered into a master maintenance agreement, pursuant to which Høegh Shipping provides certain maintenance services to PT Høegh. PT Høegh, from time to time, submits an order, which may be freely accepted or declined, to Høegh Shipping for the supply of services, including maintenance of the *PGN FSRU Lampung*, its systems and equipment and the Mooring. In respect of each accepted order, Høegh Shipping submits an invoice to PT Høegh consisting of the actual cost of the supplied services and a 5.0% fee on the cost of such supplied services, which must be paid by PT Høegh no more than 14 days after receipt of such invoice.

#### **Secondment Agreement**

Høegh Cyprus has entered into a secondment agreement with Høegh Maritime Management pursuant to which Høegh Maritime Management provides crew to the *Høegh Gallant*. During their period of service, the crew members remain employees of Høegh Maritime Management, but are seconded to, and operate under the instruction and supervision of, Høegh Cyprus. Either party may terminate the secondment agreement upon six months' written notice to the other party or upon a material breach by the other party (not cured within 10 days). Høegh Cyprus reimburses Høegh Maritime Management for the salaries and other expenses of the seconded employees. Høegh Cyprus also reimburses Høegh Maritime Management for any amount paid to manning agents used for hiring crew, plus a service fee equal to 5.0% of such amount and an administration fee of up to \$5,000, with all payments made in U.S. Dollars. During the years ended December 31, 2016 and 2015, respectively, Høegh Maritime Management charged approximately \$3.9 million and \$2.1 million to Høegh Cyprus pursuant to the secondment agreement.

## Høegh Grace Services Agreements

Høegh Colombia and Høegh FSRU IV have entered into several agreements with affiliates of Høegh LNG and Høegh Autoliners Ltd. to provide services related to the *Høegh Grace* (the “Høegh Grace Services Agreements”):

- a manning agreement with Høegh Fleet Services Philippines Inc. (an affiliate of Høegh Autoliners Ltd.) to recruit and engage crew for the vessel, including planning the crew rotation schedule, processing employment contracts and arranging visas and travel to the vessel; in exchange for reimbursement of costs, plus a service fee equal to 5.0%;
- a technical services agreement with Høegh Norway to provide technical services for the vessel, including arranging for the provision of bunker fuel, operational support, providing access to the information technology systems of Høegh LNG and providing technical information and supporting documentation as requested by Høegh Colombia; in exchange for specified hourly rates, plus a service fee equal to 3.0% and an additional fee calculated based on the scope of use of Høegh LNG’s information technology systems;
- a management consulting agreement with Høegh Norway to provide support related to certain management activities, including support and advice to the management of Høegh Colombia regarding operational and financial matters, assistance with the preparation of budgets and the provision of controller functions for financial matters; in exchange for specified hourly rates, plus a service fee equal to 3.0%;
- a crew recruitment consulting services agreement with Høegh Maritime Management to provide professional consulting services in connection with recruitment of crew and other employees, including evaluating and recommending to Høegh Colombia individuals that meet its hiring specifications, executing employment contracts with individuals approved by Høegh Colombia and arranging visas and travel to the vessel; in exchange for reimbursement of costs, plus a 5.0% fee charged on certain administrative costs and on any amount paid to manning agents used for hiring crew;
- an agreement for provision of professional payment services with Høegh Maritime Management to provide services in connection with the payment of monthly salaries to the crew and employees working on the vessel; in exchange for reimbursement of costs, plus a service fee equal to 5.0%; and
- a spare parts procurement and insurance services agreement with Høegh LNG Management to arrange for the supply of spare parts and the insurance coverage for the vessel; in exchange for an annual fee of \$116,500 plus reimbursement of certain expenses.

Høegh Colombia and Høegh FSRU IV paid an aggregate of approximately \$3.6 million to the service providers under the Høegh Grace Services Agreements for the year ended December 31, 2016.

## Revolving Credit Facility with Høegh LNG

In connection with the closing of the IPO, we entered into a \$85 million revolving credit facility with Høegh LNG, to be used to fund acquisitions and our working capital requirements. The revolving facility is for a term of three years and is unsecured. Interest on drawn amounts is payable quarterly at LIBOR plus a margin of 4.0%. Additionally, we pay a 1.4% quarterly commitment fee to Høegh LNG on undrawn available amounts under the revolving credit facility. On February 28, 2016, the parties amended the revolving credit facility to extend its availability to January 1, 2020.

For a more detailed description of this credit facility, please read “Item 5.B—Liquidity and Capital Resources—Borrowing Activities—Revolving Credit Facility and Seller’s Credit Note Due to Owners and Affiliates—Revolving Credit Facility with Høegh LNG.”

## Demand Note

At the closing of the IPO, we lent \$140 million to Høegh LNG, which was repayable on demand. The note was utilized on October 1, 2015 as part of the purchase consideration for the acquisition of 100% of the shares of Høegh FSRU III, the entity that indirectly owns the *Høegh Gallant*. The note bore interest at a rate of 5.88% per year.

## License Agreement

At the closing of the IPO, we entered into a license agreement with Leif Høegh & Co. Ltd., pursuant to which Leif Høegh & Co. Ltd. granted to us a worldwide, nonexclusive, royalty-free license to use the name and unregistered trademark “Høegh LNG” and a flag and funnel mark. The license agreement will terminate, upon the election of Leif Høegh & Co. Ltd., if Høegh LNG ceases to control our general partner or Leif Høegh & Co. Ltd. beneficially owns less than 34% of the issued shares of Høegh LNG.

### **Acquisition of the *Höegh Gallant***

On October 1, 2015, we closed the acquisition of 100% of the shares of Höegh FSRU III, the entity that indirectly owns the *Höegh Gallant*, for a total consideration of \$194.2 million. The *Höegh Gallant* is currently operating under a time charter with EgyptCo, a subsidiary of Höegh LNG, that expires in 2020. EgyptCo has a charter that expires in April 2020 with EGAS. The purchase price for the *Höegh Gallant* consisted of the cancellation of the \$140 million demand note due from Höegh LNG, the issuance by Höegh LNG of a seller's credit note of \$47 million and the establishment of a liability for a working capital adjustment of \$7.2 million.

Additionally, we have entered into an option agreement with Höegh LNG pursuant to which we have the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025 at a rate equal to 90% of the rate payable pursuant to the current charter with EgyptCo, plus any incremental taxes or operating expenses as a result of the new charter.

Höegh Cyprus, a wholly owned subsidiary of Höegh FSRU III, together with Höegh FSRU IV, the entity that owns the *Höegh Grace*, are borrowers under a term loan facility which is secured with a first priority mortgage of the *Höegh Gallant* and the *Höegh Grace*. Höegh LNG, Höegh FSRU III, Höegh Colombia Holding and the Partnership are guarantors for the facility. All of the tranches under the Gallant/Grace facility are cross-defaulted, cross-collateralized, and cross-guaranteed (except that the Partnership does not guarantee 49% of the obligations of Höegh FSRU IV). The obligations of the Borrowers are joint and several.

Under the contribution purchase and sale agreement we entered into with respect to the purchase of the entity that indirectly owns the *Höegh Gallant*, Höegh LNG will indemnify us for:

- losses from breach of warranty;
- losses related to certain environmental and tax liabilities attributable to the operation of the *Höegh Gallant* prior to the closing date;
- all capital gains tax or other export duty incurred in connection with the transfer of the *Höegh Gallant* outside of Höegh Cyprus' permanent establishment in a Public Free Zone in Egypt;
- any recurring non-budgeted costs owed to Höegh LNG Management with respect to payroll taxes;
- any non-budgeted losses suffered or incurred in connection with the commencement of services under the time charter with EgyptCo or EgyptCo's time charter with EGAS; and
- liabilities under the Gallant/Grace facility not attributable to the *Höegh Gallant*.

Pursuant to a letter agreement entered into on the acquisition date, Höegh LNG guarantees the payment of hire by the charterer (EgyptCo) under the *Höegh Gallant* time charter but only to the extent that the failure of the charterer to pay such hire is caused by (a) the breach by EGAS of its obligation to pay hire under EgyptCo's charter with EGAS (and the charterer is unable to draw upon EGAS' performance guarantees) or (b) the certain force majeure events under the EGAS charter. Under the letter agreement, Höegh LNG may not amend EgyptCo's charter with EGAS without our consent, and we have the right to participate in any discussions with EGAS regarding its charter or the *Höegh Gallant*.

For a more detailed description of the *Höegh Gallant* time charter with EgyptCo, the Gallant/Grace facility and the seller's credit note, please read "Item 4.B. Business Overview—Vessel Time Charters—*Höegh Gallant* Time Charter," "Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Gallant/Grace Facility" and "Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Revolving Credit Facility and Seller's Credit Note Due to Owners and Affiliates—Seller's Credit Note from Höegh LNG," respectively.

### **Acquisition of the *Höegh Grace***

On January 3, 2017, we closed the acquisition of a 51% ownership interest in Höegh Colombia Holding, the entity that owns Höegh FSRU IV and Höegh Colombia, the entities that own and operate the *Höegh Grace* (together with Höegh Colombia Holding, the "*Höegh Grace* entities") for cash consideration of \$91.8 million, excluding the working capital adjustment. Pursuant to the contribution, purchase and sale agreement we entered into with Höegh LNG with respect to acquisition of the 51% ownership interest in the Höegh Grace entities, we have a right of first offer to purchase the remaining 49% interest.

Under the contribution, purchase and sale agreement entered into with respect to the acquisition of the 51% ownership interest in the *Höegh Grace* entities, Höegh LNG will indemnify the Partnership for:

- losses from breach of warranty;
- losses related to certain environmental liabilities, damages or repair costs and tax liabilities attributable to the operation of the *Höegh Grace* prior to the closing date;
- any recurring non-budgeted costs owed to tax authorities with respect to payroll taxes, taxes related to social security payments, corporate income taxes (including income tax for equality and surcharge on income tax for equality), withholding tax, port associations, local Cartagena tax, and financial transaction tax, including any penalties associated with taxes to the extent not reimbursed by the charterer;
- any non-budgeted losses suffered or incurred in connection with the commencement of services under the *Höegh Grace* charter with SPEC; and
- any losses suffered or incurred in relation to the performance guarantee we have provided with respect to the *Höegh Grace* charter, up to Höegh LNG's pro rata share of such losses, based on its remaining ownership interest in Höegh Colombia Holding.

For a more detailed description of the *Höegh Grace* time charter with SPEC and the Gallant/Grace facility, please read "Item 4.B. Business Overview—Vessel Time Charters—*Höegh Grace* Charter" and "Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Long-term Debt—Gallant/Grace Facility", respectively.

In connection with our acquisition of a 51% ownership interest in Höegh Colombia Holding, we and Höegh LNG filed an amended and restated memorandum and articles of association for Höegh Colombia Holding with the Bermuda Registrar of Companies (the "memorandum and articles"). The memorandum and articles govern the ownership and management of Höegh Colombia Holding. Pursuant to the memorandum and articles, and except as set forth in the following paragraph, all powers to control and manage the business and affairs of Höegh Colombia Holding are vested in the board of directors of Höegh Colombia Holding, for which the Partnership has the power to appoint the majority of the directors.

As long as Höegh LNG remains a member of Höegh Colombia Holding, Höegh Colombia Holding may not approve, and may not permit Höegh Colombia or Höegh FSRU IV to approve, any of the following actions without consent of Höegh LNG:

- any merger or consolidation involving Höegh Colombia Holding, Höegh Colombia or Höegh FSRU IV or any of their subsidiaries;
- any sale or exchange of all or substantially all of the assets of Höegh Colombia Holding, Höegh Colombia or Höegh FSRU IV or any of their subsidiaries;
- any dissolution or liquidation of Höegh Colombia Holding, Höegh Colombia or Höegh FSRU IV or any of their subsidiaries;
- creating or causing to exist any consensual restriction on the ability of Höegh Colombia Holding, Höegh Colombia or Höegh FSRU IV or any of their subsidiaries to make distributions, pay any indebtedness, make loans or advances or transfer assets to their owners or subsidiaries;
- settling or compromising any claim, dispute or litigation directly against, or otherwise relating to indemnification by Höegh Colombia Holding, Höegh Colombia or Höegh FSRU IV or any of their subsidiaries, of any of our or Höegh LNG's directors or officers;
- issuing additional ownership interests in Höegh Colombia Holding, Höegh Colombia or Höegh FSRU IV or any of their subsidiaries; or
- amending the memorandum and articles.

#### **Other Related Party Transactions**

Our activities were an integrated part of Höegh LNG until the closing of the IPO on August 12, 2014 and for the year ended December 31, 2013. We entered into several agreements with Höegh LNG (and certain of its subsidiaries) for the provision of services. Refer to note 3 to our consolidated and combined carve-out financial statements for additional information. As such, Höegh LNG has provided general and corporate management services to us. As described in note 2 to our consolidated and combined carve-out financial statements, prior to August 12, 2014, certain administrative expenses have been included in the historical combined carve-out financial statements based on actual hours incurred. In addition, management has allocated remaining administrative expenses and Höegh LNG management's share based payment costs based on the number of vessels, newbuildings and business development projects of Höegh LNG prior to the closing of the IPO. A subsidiary of Höegh LNG provided the building supervision of the *PGN FSRU Lampung* and the Mooring and ship management for *PGN FSRU Lampung* and *Höegh Gallant*. Refer to notes 3, 4 and 17 to our consolidated and combined carve-out financial statements for additional information.

Amounts included in the consolidated and combined carve-out statements of income for the years ended December 31, 2016, 2015 and 2014 or capitalized or recorded in the consolidated balance sheets as of December 31, 2016 and 2015 are as follows:

<b>Statement of income:</b> (in thousands of U.S. dollars)	<b>Year ended December 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Revenues			
Time charter and construction contract revenues indemnified by Höegh LNG	\$ —	—	\$ 13,269
Time charter revenue <i>Höegh Gallant</i>	47,741	12,575	—
Vessel operating and administrative expenses	(16,590)	(8,507)	(12,036)
Construction contract expenses	—	—	(1,451)
Interest income from joint ventures and demand note	827	7,568	4,959
Interest expense and commitment fees to Höegh LNG	(5,071)	(2,151)	(998)
Total	<u>\$ 26,907</u>	<u>9,485</u>	<u>\$ 3,743</u>
<b>Balance sheet:</b> (in thousands of U.S. dollars)		<b>As of December 31,</b>	
		<b>2016</b>	<b>2015</b>
<i>Equity:</i>			
Cash contribution for indemnifications payments from Höegh LNG		\$ 3,843	\$ 6,596
Issuance of units for board of directors' fees		189	—
Other and contribution from owner		426	135
Total		<u>\$ 4,458</u>	<u>\$ 6,731</u>

Our trade liabilities, seller's credit note, revolving credit facility and shareholder loans to Höegh LNG and affiliates were \$44.4 million and \$57.9 million for the years ended December 31, 2016 and 2015, respectively. The outstanding revolving credit facility had a weighted average interest rate for the year ended December 31, 2016 of 5.0%. None of the revolving credit facility was drawn down as of December 31, 2015. The outstanding seller's credit had a weighted average interest rate for each of the years ended December 31, 2016 and 2015 of 8.2%.

#### **Distributions to Höegh LNG**

For the years ended December 31, 2016 and 2015, we paid quarterly distributions totaling \$43.9 million and \$35.5 million of which \$25.7 million and \$20.6 million were paid to Höegh LNG. Subsequent to our IPO in August 2014 for the year ended December 31, 2014; we paid quarterly distributions totaling \$4.8 million, \$2.8 million of which were paid to Höegh LNG.

#### **C. Interests of Experts and Counsel**

Not applicable.

### **Item 8. Financial Information**

#### **A. Consolidated Statements and Other Financial Information**

Please read "Item 18—Financial Statements" below for additional information required to be disclosed under this item.

#### **Legal Proceedings**

From time to time we have been, and expect to continue to be, subject to legal proceedings and claims in the ordinary course of our business, principally personal injury and property casualty claims. These claims, even if lacking merit, could result in the expenditure of significant financial and managerial resources. We are not aware of any legal proceedings or claims that we believe will have, individually or in the aggregate, a material adverse effect on us.

## The Partnership's Cash Distribution Policy

### *Rationale for Our Cash Distribution Policy*

Our cash distribution policy reflects a judgment that our unitholders will be better served by our distributing our available cash (after deducting expenses, including estimated maintenance and replacement capital expenditures and reserves) rather than retaining it. Because we believe we will generally finance any expansion capital expenditures from external financing sources, we believe that our unitholders are best served by our distributing all of our available cash. Our cash distribution policy is consistent with the terms of our partnership agreement, which requires that we distribute all of our available cash quarterly (after deducting expenses, including estimated maintenance and replacement capital expenditures and reserves).

### *Limitations on Cash Distributions and Our Ability to Change Our Cash Distribution Policy*

There is no guarantee that unitholders will receive quarterly distributions from us. Our distribution policy is subject to certain restrictions and may be changed at any time, including:

- Our unitholders have no contractual or other legal right to receive distributions other than the obligation under our partnership agreement to distribute available cash on a quarterly basis, which is subject to the broad discretion of our board of directors to establish reserves and other limitations.
- We will be subject to restrictions on distributions under our financing agreements. Our financing agreements contain material financial tests and covenants that must be satisfied in order to pay distributions. If we are unable to satisfy the restrictions included in any of our financing agreements or are otherwise in default under any of those agreements, as a result of our debt levels or otherwise, we will not be able to make cash distributions to unitholders, notwithstanding our stated cash distribution policy. These financial tests and covenants are described in this Annual Report in "Item 5.B. Liquidity and Capital Resources."
- A substantial majority of our business is currently conducted through our joint ventures. Under the joint venture agreement that governs our joint ventures that own the *Neptune* and the *GDF Suez Cape Ann*, our joint ventures are prohibited from making distributions under certain circumstances, including when they have outstanding shareholder loans. In addition, we are unable to cause our joint ventures to make distributions without the agreement of our joint venture partners. If our joint ventures are unable to make distributions to us, it could have a material adverse effect on our ability to pay cash distributions to unitholders in accordance with our stated cash distribution policy.
- We are required to make substantial capital expenditures to maintain and replace our fleet. These expenditures may fluctuate significantly over time, particularly as our vessels near the end of their useful lives. In order to minimize these fluctuations, our partnership agreement requires us to deduct estimated, as opposed to actual, maintenance and replacement capital expenditures from the amount of cash that we would otherwise have available for distribution to our unitholders. In years when estimated maintenance and replacement capital expenditures are higher than actual maintenance and replacement capital expenditures, the amount of cash available for distribution to unitholders will be lower than if actual maintenance and replacement capital expenditures were deducted.
- Although our partnership agreement requires us to distribute all of our available cash, our partnership agreement, including provisions contained therein requiring us to make cash distributions, may be amended. During the subordination period, with certain exceptions, our partnership agreement may not be amended without the approval of non-affiliated common unitholders. After the subordination period has ended, our partnership agreement can be amended with the approval of a majority of the outstanding common units. Höegh LNG owns approximately 10.7% of our common units and all of our subordinated units.
- Even if our cash distribution policy is not modified or revoked, the amount of distributions we pay under our cash distribution policy and the decision to make any distribution is determined by our board of directors, taking into consideration the terms of our partnership agreement.
- Under Section 51 of the Marshall Islands Act, we may not make a distribution to unitholders if, after giving effect to the distribution, our liabilities, other than liabilities to partners on account of their partnership interest and liabilities for which the recourse of creditors is limited to specified property of ours, exceed the fair value of our assets, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in our assets only to the extent that the fair value of that property exceeds that liability.

- PT Höegh is subject to restrictions on distributions under Indonesian laws due to its formation under the laws of Indonesia. Under Article 71.3 of the Indonesian Company Law (Law No. 40 of 2007), dividend distributions may be made only if PT Höegh has positive retained earnings. In addition, PT Höegh as an Indonesian incorporated company is required to establish a statutory reserve equal to 20% of its paid up capital. The dividend can only be distributed if PT Höegh's retained earnings are positive after deduction of the statutory reserve. As of December 31, 2016, 2015 and 2014, PT Höegh had negative retained earnings and therefore could not make dividend payments under Indonesia law. However, subject to meeting a debt service ratio of 1.20 to 1.00, PT Höegh can distribute cash from its cash flow from operations to us as payment of intercompany accrued interest and / or intercompany debt, after quarterly payments of the Lampung facility and fulfilment of the "waterfall" provisions to meet operating requirements as defined by the Lampung facility. Höegh Lampung, our subsidiary holding the ownership interest in PT Höegh, is subject to restrictions under Singapore law due to its formation under Singapore law. Under Section 403(1) of the Companies Act (Cap. 50) of Singapore, no dividends shall be payable to the shareholders of any company except out of profits.
- Under Cayman Islands law, Höegh FSRU III, Höegh Colombia Holding and Höegh FSRU IV may only pay dividends distributions out of profits or capital reserves if the entity is solvent after the distribution. Dividends from Höegh Cyprus may only be distributed out of profits and not from the share capital of the company.
- Our joint ventures for the *Neptune* and the *GDF Suez Cape Ann* are subject to restrictions on distributions under the laws of the Cayman Islands due to their formation under the laws of the Cayman Islands. Under such laws, a dividend distribution may only be paid out of profits or capital reserves if the entity is solvent after the distribution.
- We may lack sufficient cash to pay distributions to our unitholders due to decreases in total operating revenues, decreases in hire rates, the loss of a vessel, increases in operating or general and administrative expenses, principal and interest payments on outstanding debt, taxes, working capital requirements, maintenance and replacement capital expenditures or anticipated cash needs. Please read "Item 3.D. Risk Factors" for a discussion of these factors.

#### ***Estimated Maintenance and Replacement Capital Expenditures***

Our partnership agreement requires our board of directors to deduct from operating surplus each quarter estimated maintenance and replacement capital expenditures, as opposed to actual maintenance and replacement capital expenditures, in order to reduce disparities in operating surplus caused by fluctuating maintenance and replacement capital expenditures. Because under both our joint ventures' time charters and the *PGN FSRU Lampung* time charter, the charterer reimburses our joint venture or us, as applicable, for anticipated drydocking expenses, these are excluded from maintenance capital expenditures.

For the year ended December 31, 2016, our estimated maintenance and replacement capital expenditure for us and our joint ventures was \$15.5 million per year for future vessel replacement and drydocking. Following our acquisition of a 51% ownership interest in Höegh Colombia Holding, the entity that owns the *Höegh Grace* on January 3, 2017, our estimated maintenance and replacement capital expenditure for us and our joint ventures will be revised by our board of directors, with the approval of the conflicts committee. Estimated maintenance and replacement capital expenditure is based on assumptions regarding the remaining useful life of the vessels in our fleet, a net investment rate equivalent to our current expected long-term borrowing costs, vessel replacement values based on current market conditions, the residual value of the vessels at the end of their useful lives based on current steel prices, estimated expenditures for drydocking not reimbursable under time charters and an assumed level of inflation. The actual cost of replacing the vessels in our fleet will depend on a number of factors, including prevailing market conditions, hire rates and the availability and cost of financing at the time of replacement.

Our board of directors, with the approval of the conflicts committee, may from time to time determine that one or more of our assumptions should be revised, which could cause our board of directors to adjust the amount of estimated maintenance and replacement capital expenditures. Furthermore, we may elect to finance some or all of our maintenance and replacement capital expenditures through the issuance of additional common units, which could be dilutive to existing unitholders.

Please read "Item 3.D. Risk Factors—Risks Inherent in Our Business—We must make substantial capital expenditures to maintain and replace the operating capacity of our fleet, which will reduce our cash available for distribution. In addition, each quarter we will be required, pursuant to our partnership agreement, to deduct estimated maintenance and replacement capital expenditures from operating surplus, which may result in less cash available to unitholders than if actual maintenance and replacement capital expenditures were deducted."

### ***Minimum Quarterly Distribution***

Common unitholders are entitled under our partnership agreement to receive a quarterly distribution of \$0.3375 per unit, prior to any distribution on the subordinated units to the extent we have sufficient cash on hand to pay the distribution, after establishment of cash reserves and payment of fees and expenses. There is no guarantee that we will pay the minimum quarterly distribution on the common units and subordinated units in any quarter. Even if our cash distribution policy is not modified or revoked, the amount of distributions paid under our policy and the decision to make any distribution is determined by our board of directors, taking into consideration the terms of our partnership agreement. We are prohibited from making any distributions to unitholders if it would cause an event of default, or an event of default is then existing, under our financing arrangements. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities” for a discussion of the restrictions contained in our credit facilities.

During the years ended December 31, 2016, 2015 and 2014, the aggregate amount of cash distributions paid was \$43.9 million, \$35.5 million and \$4.8 million, respectively.

On February 14, 2017, we paid a \$0.4125 per unit distribution with respect to the fourth quarter of 2016. The aggregate amount of the cash distribution paid was \$13.7 million, including \$0.1 million paid to the holder of the incentive distribution rights.

### ***Subordination Period***

During the subordination period applicable to the subordinated units currently held by Höegh LNG, the common units will have the right to receive distributions of available cash from operating surplus in an amount equal to the minimum quarterly distribution of \$0.3375 per unit, plus any arrearages in the payment of the minimum quarterly distribution on the common units from prior quarters, before any distributions of available cash from operating surplus may be made on the subordinated units. Distribution arrearages do not accrue on the subordinated units. The purpose of the subordinated units is to increase the likelihood that during the subordination period there will be available cash from operating surplus to be distributed on the common units.

### ***Incentive Distribution Rights***

Incentive distribution rights represent the right to receive an increasing percentage of quarterly distributions of available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved. Höegh LNG currently holds the incentive distribution rights. The incentive distribution rights may be transferred separately from any other interest, subject to restrictions in our partnership agreement. Except for transfers of incentive distribution rights to an affiliate or another entity as part of a merger or consolidation with or into, or sale of substantially all of its assets to such entity, the approval of a majority of our common units (excluding common units held by our general partner and its affiliates), voting separately as a class, generally is required for a transfer of the incentive distribution rights to a third party prior to June 30, 2019. Any transfer by Höegh LNG of the incentive distribution rights would not change the percentage allocations of quarterly distributions with respect to such rights.

The following table illustrates the percentage allocations of the additional available cash from operating surplus among the unitholders and the holders of the incentive distribution rights up to the various target distribution levels. The amounts set forth under “Marginal Percentage Interest in Distributions” are the percentage interests of the unitholders and the holders of the incentive distribution rights in any available cash from operating surplus we distribute up to and including the corresponding amount in the column “Total Quarterly Distribution Target Amount,” until available cash from operating surplus we distribute reaches the next target distribution level, if any. The percentage interests shown for the unitholders and the holders of the incentive distribution rights for the minimum quarterly distribution are also applicable to quarterly distribution amounts that are less than the minimum quarterly distribution.

	<b>Total Quarterly Distribution Target Amount</b>	<b>Marginal Percentage Interest in Distributions</b>	
		<b>Unitholders</b>	<b>Holders of IDRs</b>
Minimum Quarterly Distribution	\$0.3375	100%	0%
First Target Distribution	up to \$0.388125	100%	0%
	above \$0.388125		
Second Target Distribution	up to \$0.421875	85%	15%
	above \$0.421875		
Third Target Distribution	up to \$0.50625	75%	25%
Thereafter	above \$0.50625	50%	50%

**B. Significant changes**

Not applicable.

**Item 9. The Offer and Listing**

**A. Offer and Listing Details**

The high and low sales prices of our common units as reported by the NYSE, for the periods indicated, are as follows:

	<b>High</b>	<b>Low</b>
Year ended December 31, 2016	\$ 19.56	\$ 11.50
Year ended December 31, 2015	23.97	12.50
Year ended December 31, 2014(1)	26.50	16.26
Second quarter 2017(2)	20.12	19.50
First quarter 2017	20.38	18.00
Fourth quarter 2016	19.50	17.05
Third quarter 2016	19.56	17.08
Second quarter 2016	19.32	16.51
First quarter 2016	18.45	11.50
Fourth quarter 2015	18.82	12.50
Third quarter 2015	21.80	15.70
Second quarter 2015	23.46	19.01
First quarter 2015	23.97	17.80
Month ended April 30, 2017(2)	20.12	19.50
Month ended March 31, 2017	20.38	18.90
Month ended February 28, 2017	20.25	18.75
Month ended January 31, 2017	20.00	18.00
Month ended December 31, 2016	19.20	17.30
Month ended November 30, 2016	19.50	17.05
Month ended October 31, 2016	19.00	17.52

(1) For the period from August 7, 2014 through December 31, 2014.

(2) For the period from April 1, 2017 through April 5, 2017.

**B. Plan of Distribution**

Not applicable.

**C. Markets**

Our common units started trading on the NYSE under the symbol "HMLP" on August 8, 2014.

**D. Selling Unitholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the Issue**

Not applicable.

**Item 10. Additional Information**

**A. Share Capital**

Not applicable.

**B. Memorandum and Articles of Association**

The information required to be disclosed under Item 10B is incorporated by reference to our Registration Statement on Form 8-A filed with the SEC on August 4, 2014.

**C. Material Contracts**

The following is a summary of each material contract, other than material contracts entered into in the ordinary course of business, to which we or any of our subsidiaries is a party, for the two years immediately preceding the date of this Annual Report, each of which is included in the list of exhibits in “Item 19. Exhibits”:

- (1) Contribution, Purchase and Sale Agreement, dated August 8, 2014, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Partners LP, Höegh LNG GP LLC and Höegh LNG Partners Operating LLC. Please read “Item 7.B. Related Party Transactions—Contribution, Purchase and Sale Agreement.”
- (2) Omnibus Agreement, dated August 12, 2014, among Höegh LNG Holdings Ltd., Höegh LNG Partners LP, Höegh LNG GP LLC and Höegh LNG Partners Operating LLC, as supplemented by a letter agreement dated August 12, 2015. Please read “Item 7.B. Related Party Transactions—Omnibus Agreement.”
- (3) 2014 Höegh LNG Partners LP Long-Term Incentive Plan. Please read “Item 6.B. Compensation.”
- (4) Höegh LNG Partners LP Amended and Restated Non-Employee Director Compensation Plan. Please read “Item 6.B. Compensation.”
- (5) Employment Contract, dated November 26, 2013, between Leif Höegh (U.K.) Limited and Richard Tyrrell. Please read “Item 6.B. Compensation.”
- (6) Administrative Services Agreement, dated July 2, 2014, among Höegh LNG Partners LP, Höegh LNG Partners Operating LLC and Höegh LNG Services Ltd., as amended. Please read “Item 7.B. Related Party Transactions—Administrative Service Agreements—Höegh UK Administrative Service Agreement.”
- (7) Administrative Services Agreement, dated July 2, 2014, between Höegh LNG Services Ltd and Höegh LNG AS, as amended. Please read “Item 7.B. Related Party Transactions—Administrative Service Agreements—Höegh Norway Administrative Service Agreement.”
- (8) Administrative Services Agreement, dated October 28, 2014, between Leif Höegh (U.K.) Limited and Höegh LNG Partners Operating LLC. “Item 7.B. Related Party Transactions—Administrative Service Agreements—Leif Höegh UK Administrative Service Agreements.”
- (9) Administrative Services Agreement, dated October 28, 2014, between Leif Höegh (U.K.) Limited and Höegh LNG Services Ltd. Please read “Item 7.B. Related Party Transactions—Administrative Service Agreements—Leif Höegh UK Administrative Service Agreements.”
- (10) Commercial and Administration Management Agreement, dated November 24, 2009, between SRV Joint Gas Ltd. and Höegh LNG AS (*Neptune*). Please read “Item 7.B. Related Party Transactions—Commercial and Administration Management Agreements.”

- (11) Commercial and Administration Management Agreement, dated May 19, 2010, between SRV Joint Gas Two Ltd. and Høegh LNG AS (*GDF Suez Cape Ann*). Please read “Item 7.B. Related Party Transactions—Commercial and Administration Management Agreements.”
- (12) Commercial and Administration Management Agreement, dated May 31, 2010, between Høegh LNG FSRU III Ltd. (as successor to HøeghStream LNG Ltd.) and Høegh LNG AS (*Høegh Gallant*). Please read “Item 7.B. Related Party Transactions—Commercial and Administration Management Agreements.”
- (13) Management Agreement, dated March 27, 2015, between Høegh Cyprus and Høegh LNG AS (*Høegh Gallant*). Please read “Item 7.B. Related Party Transactions—Gallant Management Agreement.”
- (14) Baltic and International Maritime Council Standard Ship Management Agreement, dated April 23, 2014, between SRV Joint Gas Ltd. and Høegh LNG Fleet Management AS (*Neptune*). Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Agreements.”
- (15) Baltic and International Maritime Council Standard Ship Management Agreement, dated April 23, 2014, between SRV Joint Gas Two Ltd. and Høegh LNG Fleet Management AS (*GDF Suez Cape Ann*). Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Agreements.”
- (16) Baltic and International Maritime Council Standard Ship Management Agreement, dated March 24, 2015, between Høegh LNG Cyprus and Høegh LNG Fleet Management AS (*Høegh Gallant*). Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Agreements.”
- (17) Baltic and International Maritime Council Standard Ship Management Agreement, dated October 17, 2016, between Høegh LNG Colombia S.A.S. and Høegh LNG Fleet Management AS (*Høegh Grace*). Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Agreements.”
- (18) Technical Information and Services Agreement, dated April 2, 2014, between PT Høegh LNG Lampung and Høegh LNG AS (*PGN FSRU Lampung*). Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Agreements.”
- (19) Master Spare Parts Supply Agreement, dated April 2, 2014, between PT Høegh LNG Lampung and Høegh LNG Asia Pte. Ltd. (*PGN FSRU Lampung*). Please read “Item 7.B. Related Party Transactions—Master Spare Parts Supply Agreement.”
- (20) Master Maintenance Agreement, dated April 2, 2014, between PT Høegh LNG Lampung and Høegh LNG Shipping Services Pte Ltd (*PGN FSRU Lampung*). Please read “Item 7.B. Related Party Transactions—Master Maintenance Agreement.”
- (21) Sub-Technical Support Agreement, dated April 11, 2014, between Høegh LNG AS and Høegh LNG Fleet Management AS. Please read “Item 7.B. Related Party Transactions—Ship Management Agreements and Sub-Technical Agreements.”
- (22) Intercompany Agreement Regarding Secondment of Employees, dated March 31, 2015, between Høegh LNG Maritime Management Pte. Ltd. and Høegh Cyprus, as amended by Addendum No.1, dated November 17, 2015. Please read “Item 7.B. Related Party Transactions—Secondment Agreement.”
- (23) Manning Agreement, dated September 1, 2016, between Høegh LNG Colombia S.A.S. and Høegh Fleet Services Philippines Inc. (*Høegh Grace*). Please read “Item 7.B. Related Party Transactions—Høegh Grace Services Agreements.”
- (24) Management Consulting Agreement, dated October 1, 2016, between Høegh LNG Colombia S.A.S. and Høegh LNG AS (*Høegh Grace*). Please read “Item 7.B. Related Party Transactions—Høegh Grace Services Agreements.”
- (25) Agreement for the Provision of Professional Payment Services, dated October 1, 2016, between Høegh LNG Colombia S.A.S. and Høegh LNG Maritime Management Pte. Ltd. (*Høegh Grace*). Please read “Item 7.B. Related Party Transactions—Høegh Grace Services Agreements.”
- (26) Crew Recruitment Consulting Services Agreement, dated October 1, 2016, between Høegh LNG Colombia S.A.S. and Høegh LNG Maritime Management Pte. Ltd. (*Høegh Grace*). Please read “Item 7.B. Related Party Transactions—Høegh Grace Services Agreements.”

- (27) Spare Parts Procurement and Insurance Services Agreement, dated October 25, 2016, between Höegh LNG FSRU IV Ltd. and Höegh LNG Fleet Management AS (*Höegh Grace*). Please read “Item 7.B. Related Party Transactions—Höegh Grace Services Agreements.”
- (28) Technical Services Agreement, dated October 1, 2016, between Höegh LNG Colombia S.A.S. and Höegh LNG AS (*Höegh Grace*). Please read “Item 7.B. Related Party Transactions—Höegh Grace Services Agreements.”
- (29) SRV LNG Carrier Time Charterparty, dated March 20, 2007, between SRV Joint Gas Ltd. and Suez LNG Trading SA, as novated by the Novation Agreement, dated March 25, 2010, among SRV Joint Gas Ltd., GDF Suez LNG Trading SA (formerly known as Suez LNG Trading SA) and GDF Suez Global LNG Supply SA, as amended by Amendment No. 1, dated February 23, 2015, between SRV Joint Gas Ltd. and GDF Suez LNG Supply SA, as amended by Amendment No. 2, dated February 23, 2015, between SRV Joint Gas Ltd. and GDF Suez LNG Supply SA, as amended by Amendment No. 3, dated April 23, 2014, between SRV Joint Gas Ltd. and GDF Suez LNG Supply SA (*Neptune*). Please read “Item 4.B. Business Overview—Vessel Time Charters—*Neptune* Time Charter.”
- (30) SRV LNG Carrier Time Charterparty, dated March 20, 2007, between SRV Joint Gas Ltd. and Suez LNG Trading SA, as novated by the Novation Agreement, dated December 20, 2007, among SRV Joint Gas Ltd., Suez LNG Trading SA and SRV Joint Gas Two Ltd., as novated by the Novation Agreement, dated March 25, 2010, among SRV Joint Gas Two Ltd., GDF Suez LNG Trading SA (formerly known as Suez LNG Trading SA) and GDF Suez Global LNG Supply SA, as amended by Amendment No. 1, dated June 20, 2012, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA, as amended by Amendment No. 2, dated June 20, 2012, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA, as supplemented by the Side Letter, dated November 17, 2013, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA, as amended by Amendment No. 3, dated April 23, 2014, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA. (*GDF Suez Cape Ann*). Please read “Item 4.B. Business Overview—Vessel Time Charters.”
- (31) Amendment and Restatement Agreement of the Original Lease, Operation and Maintenance Agreement, dated January 25, 2012, between Höegh LNG Ltd. and PT Perusahaan Gas Negara (Persero) Tbk, as novated by the Novation Agreement for Amended & Restated Lease, Operation & Maintenance Agreement, dated September 18, 2013, among PT Perusahaan Gas Negara (Persero) Tbk, Höegh LNG Ltd. and PT Höegh LNG Lampung, as novated by the Novation Agreement for Amended & Restated Lease, Operation & Maintenance Agreement, dated February 21, 2014, among PT Perusahaan Gas Negara (Persero) Tbk, PT PGN LNG Indonesia and PT Höegh LNG Lampung (*PGN FSRU Lampung*). Please read “Item 4.B. Business Overview—Vessel Time Charters—*PGN FSRU Lampung* Time Charter.”
- (32) Lease and Maintenance Agreement, dated April 15, 2015, between Höegh Cyprus, acting through its Egypt Branch, and Höegh LNG Egypt LLC (*Höegh Gallant*). Please read “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Gallant* Time Charter.”
- (33) International Leasing Agreement, dated November 1, 2014, between Höegh LNG FSRU IV Ltd. and Sociedad Portuaria El Cayao S.A. E.S.P., as amended by Amendment No. 1 thereto dated September 24, 2015 (*Höegh Grace*). “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Grace* Charter.”
- (34) FSRU Operation and Services Agreement, dated November 1, 2014, between Höegh LNG Holdings Ltd. and Sociedad Portuaria El Cayao S.A. E.S.P., as amended by Amendment No. 1 thereto, dated September 24, 2015, as novated by the Deed of Novation, dated October 18, 2016, among Höegh LNG Holdings Ltd., Höegh LNG Colombia S.A.S. and Sociedad Portuaria El Cayao S.A. E.S.P. (*Höegh Grace*). “Item 4.B. Business Overview—Vessel Time Charters—*Höegh Grace* Charter.”
- (35) Second Amended and Restated Shareholders’ Agreement, dated July 18, 2014, among Mitsui O.S.K. Lines, Ltd., Höegh LNG Partners Operating LLC and Tokyo LNG Tanker Co., Ltd. Please read “Item 4.B. Business Overview—Shareholder Agreements.”
- (36) Shareholders’ Agreement, dated March 13, 2013, between Höegh LNG Lampung Pte Ltd. and PT Bahtera Daya Utama. Please read Item 4.B. Business Overview—Shareholder Agreements.”
- (37) Novation Deed, dated August 31, 2010, among Mitsui O.S.K. Lines, Ltd., Tokyo LNG Tanker Co., Ltd., Höegh LNG Ltd. and SRV Joint Gas Ltd.

- (38) Novation Deed, dated August 31, 2010, among Mitsui O.S.K. Lines, Ltd., Tokyo LNG Tanker Co., Ltd., Höegh LNG Ltd. and SRV Joint Gas Two Ltd.
- (39) Amendment and Restatement Agreement, dated October 9, 2013, among Höegh LNG Lampung Pte Ltd., PT Bahtera Daya Utama and PT Imeco Inter Sarana.
- (40) Revolving Loan Agreement, dated August 12, 2014, between Höegh LNG Partners LP and Höegh LNG Holdings Ltd. in the amount of \$85,000,000, as amended by Amendment No. 1, dated February 28, 2016. Please read “Item 7.B. Related Party Transactions—Revolving Credit Facility with Höegh LNG.”
- (41) Neptune Facility Agreement, dated December 20, 2007, among SRV Joint Gas Ltd. and the other parties thereto, as amended by the Amendment Agreement, dated March 25, 2010, the Letter from the Agent for the Lenders, dated August 26, 2010, the Letter from the Agent for the Lenders, dated July 25, 2014, the Amendment Agreement, dated February 24, 2015 and the Amendment Agreement dated December 7, 2016. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Joint Ventures Debt—Neptune Facility.”
- (42) Cape Ann Facility Agreement, dated December, 20, 2007, among SRV Joint Gas Two Ltd. and the other parties thereto, as amended by the Amendment Agreement, dated March 25, 2010, the Letter from the Agent for the Lenders, dated August 26, 2010, the Amendment Agreement, dated June 29, 2012 and the Letter from the Agent for the Lenders, dated July 25, 2014. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Joint Ventures Debt—Cape Ann Facility.”
- (43) \$299 Million Lampung Facility Agreement, dated September 12, 2013, between PT Höegh LNG Lampung and the other parties thereto, as amended by the Second Side Letter, dated December 18, 2014. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Lampung Facility.”
- (44) \$412 Million Amended and Restated Facilities Agreement, dated March 17, 2016, between Höegh LNG Cyprus and Höegh LNG FSRU IV Ltd., as borrowers, and the other parties thereto. Please read “Item 5.B. Liquidity and Capital Resources—Borrowing Activities—Gallant/Grace Facility.”
- (45) License Agreement, between Leif Höegh & Co. Ltd. and Höegh LNG Partners LP. Please read “Item 7.B. Related Party Transactions—License Agreement.”
- (46) Contribution, Purchase and Sale Agreement, dated August 12, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Partners LP and Höegh LNG Partners Operating LLC. Please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Gallant*.”
- (47) Letter Agreement, dated October 1, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Egypt LLC, Höegh LNG Partners LP and Höegh LNG Partners Operating LLC. Please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Gallant*.”
- (48) Option Agreement, dated October 1, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Ltd. and Höegh LNG Partners LP. Please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Gallant*.”
- (49) Amended and Restated Seller’s Credit Note, dated February 28, 2016, issued by Höegh LNG Partners LP in favor of Höegh LNG Ltd. Please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Gallant*.”
- (50) Contribution, Purchase and Sale Agreement, dated December 1, 2016, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Partners LP and Höegh LNG Partners Operating LLC. Please read “Item 7.B. Related Party Transactions—Acquisition of the *Höegh Grace*.”

**D. Exchange Controls**

We are not aware of any governmental laws, decrees, regulations or other legislation, including foreign exchange controls, in the Republic of the Marshall Islands that may affect the import or export of capital, including the availability of cash and cash equivalents for use by the Partnership, or the remittance of dividends, interest or other payments to non-resident and non-citizen holders of our securities.

## **E. Taxation**

The following is a discussion of the material U.S. federal income tax considerations that may be relevant to prospective unitholders.

This discussion is based upon provisions of the Code, Treasury Regulations and current administrative rulings and court decisions, all as in effect or existence on the date of this Annual Report and all of which are subject to change or differing interpretation, possibly with retroactive effect. Changes in these authorities may cause the tax consequences of unit ownership to vary substantially from the consequences described below. The following discussion applies only to beneficial owners of common units that own the common units as “capital assets” within the meaning of Section 1221 of the Code (i.e., generally, for investment purposes) and is not intended to be applicable to all categories of investors, such as unitholders subject to special tax rules (e.g., financial institutions, insurance companies, broker dealers, tax-exempt organizations, retirement plans or individual retirement accounts or former citizens or long-term residents of the United States), persons who will hold the units as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for U.S. federal income tax purposes, or persons that have a functional currency other than the U.S. Dollar, each of whom may be subject to tax rules that differ significantly from those summarized below. If a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes holds our common units, the tax treatment of its partners generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding our common units, you should consult your own tax advisor regarding the tax consequences to you of the partnership’s ownership of our common units.

No ruling has been or will be requested from the IRS regarding any matter affecting us or our unitholders. The statements made herein may be challenged by the IRS and, if so challenged, may not be sustained upon review in a court. This discussion does not contain information regarding any U.S. state or local, estate, gift or alternative minimum tax considerations concerning the ownership or disposition of common units. This discussion does not comment on all aspects of U.S. federal income taxation that may be important to particular unitholders in light of their individual circumstances, and each prospective unitholder is urged to consult its own tax advisor regarding the U.S. federal, state, local and other tax consequences of the ownership or disposition of common units.

### **Election to be Treated as a Corporation**

We have elected to be treated as a corporation for U.S. federal income tax purposes. Consequently, among other things, U.S. Holders (as defined below) will not be directly subject to U.S. federal income tax on our income, but rather will be subject to U.S. federal income tax on distributions received from us and dispositions of units as described below.

### **U.S. Federal Income Taxation of U.S. Holders**

As used herein, the term “U.S. Holder” means a beneficial owner of our common units that owns (actually or constructively) less than 10.0% of our equity and that is:

- an individual U.S. citizen or resident (as determined for U.S. federal income tax purposes),
- a corporation (or other entity that is classified as a corporation for U.S. federal income tax purposes) organized under the laws of the United States or any of its political subdivisions,
- an estate the income of which is subject to U.S. federal income taxation regardless of its source, or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in effect to be treated as a U.S. person for U.S. federal income tax purposes.

### ***U.S. Federal Taxation of Distributions***

Subject to the discussion below of the rules applicable to PFICs, any distributions to a U.S. Holder made by us with respect to our common units generally will constitute dividends, which may be taxable as ordinary income or “qualified dividend income” as described in more detail below, to the extent of our current and accumulated earnings and profits, as determined under U.S. federal income tax principles. Distributions in excess of our earnings and profits will be treated first as a nontaxable return of capital to the extent of the U.S. Holder’s tax basis in its common units and, thereafter, as capital gain. U.S. Holders that are corporations generally will not be entitled to claim a dividends received deduction with respect to distributions they receive from us because we are not a U.S. corporation. Dividends received with respect to our common units generally will be treated as “passive category income” for purposes of computing allowable foreign tax credits for U.S. federal income tax purposes.

Dividends received with respect to our common units by a U.S. Holder that is an individual, trust or estate (a “U.S. Individual Holder”) generally will be treated as “qualified dividend income,” which is currently taxable to such U.S. Individual Holder at preferential capital gain tax rates provided that: (i) our common units are readily tradable on an established securities market in the United States (such as the NYSE on which our common units are traded); (ii) we are not a PFIC for the taxable year during which the dividend is paid or the immediately preceding taxable year (which we do not believe we are, have been or will be, as discussed below under “—PFIC Status and Significant Tax Consequences”); (iii) the U.S. Individual Holder has owned the common units for more than 60 days during the 121-day period beginning 60 days before the date on which the common units become ex-dividend (and has not entered into certain risk limiting transactions with respect to such common units); and (iv) the U.S. Individual Holder is not under an obligation to make related payments with respect to positions in substantially similar or related property. There is no assurance that any dividends paid on our common units will be eligible for these preferential rates in the hands of a U.S. Individual Holder, and any dividends paid on our common units that are not eligible for these preferential rates will be taxed as ordinary income to a U.S. Individual Holder.

Special rules may apply to any amounts received in respect of our common units that are treated as “extraordinary dividends.” In general, an extraordinary dividend is a dividend with respect to a common unit that is equal to or in excess of 10.0% of the unitholder’s adjusted tax basis (or fair market value upon the unitholder’s election) in such common unit. In addition, extraordinary dividends include dividends received within a one year period that, in the aggregate, equal or exceed 20.0% of a unitholder’s adjusted tax basis (or fair market value). If we pay an “extraordinary dividend” on our common units that is treated as “qualified dividend income,” then any loss recognized by a U.S. Individual Holder from the sale or exchange of such common units will be treated as long-term capital loss to the extent of the amount of such dividend.

#### ***Sale, Exchange or Other Disposition of Common Units***

Subject to the discussion of PFIC status below, a U.S. Holder generally will recognize capital gain or loss upon a sale, exchange or other disposition of our units in an amount equal to the difference between the amount realized by the U.S. Holder from such sale, exchange or other disposition and the U.S. Holder’s adjusted tax basis in such units. The U.S. Holder’s initial tax basis in its units generally will be the U.S. Holder’s purchase price for the units and that tax basis will be reduced (but not below zero) by the amount of any distributions on the units that are treated as non-taxable returns of capital (as discussed above under “—U.S. Federal Taxation of Distributions”). Such gain or loss will be treated as long-term capital gain or loss if the U.S. Holder’s holding period is greater than one year at the time of the sale, exchange or other disposition. Certain U.S. Holders (including individuals) may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. A U.S. Holder’s ability to deduct capital losses is subject to limitations. Such capital gain or loss generally will be treated as U.S. source income or loss, as applicable, for U.S. foreign tax credit purposes.

#### ***Medicare Tax on Net Investment Income***

Certain U.S. Holders, including individuals, estates and trusts, will be subject to an additional 3.8% Medicare tax on, among other things, dividends and capital gains from the sale or other disposition of equity interests. For individuals, the additional Medicare tax applies to the lesser of (i) “net investment income” or (ii) the excess of “modified adjusted gross income” over \$200,000 (\$250,000 if married and filing jointly or \$125,000 if married and filing separately). “Net investment income” generally equals the taxpayer’s gross investment income reduced by deductions that are allocable to such income. Unitholders should consult their tax advisors regarding the implications of the additional Medicare tax resulting from their ownership and disposition of our common units.

#### ***PFIC Status and Significant Tax Consequences***

Adverse U.S. federal income tax rules apply to a U.S. Holder that owns an equity interest in a non-U.S. corporation that is classified as a PFIC for U.S. federal income tax purposes. In general, we will be treated as a PFIC with respect to a U.S. Holder if, for any taxable year in which the holder held our units, either:

- at least 75.0% of our gross income (including the gross income of our vessel-owning subsidiaries) for such taxable year consists of passive income (e.g., dividends, interest, capital gains from the sale or exchange of investment property and rents derived other than in the active conduct of a rental business); or
- at least 50.0% of the average of the values of the assets held by us (including the assets of our vessel-owning joint ventures and subsidiaries) during such taxable year produce, or are held for the production of, passive income.

Income earned, or treated as earned (for U.S. federal income tax purposes), by us in connection with the performance of services would not constitute passive income for PFIC purposes. By contrast, rental income generally would constitute “passive income” unless we were treated as deriving that rental income in the active conduct of a trade or business under the applicable rules.

Based on our current and projected methods of operation, we believe that we were not a PFIC for any prior taxable year, and we expect that we will not be treated as a PFIC for the current or any future taxable year. We believe that more than 25.0% of our gross income for each taxable year was or will be nonpassive income, and more than 50.0% of the average value of our assets for each such year was or will be held for the production of such nonpassive income. This belief is based on valuations and projections regarding our assets, income and charters, and its validity is conditioned on the accuracy of such valuations and projections. While we believe these valuations and projections are accurate, the shipping market is volatile, and no assurance can be given that they will continue to be accurate at any time in the future.

Moreover, there are legal uncertainties in determining whether the income derived from our time-chartering activities constitutes rental income or income derived from the performance of services. While there is legal authority supporting our conclusions, including IRS pronouncements concerning the characterization of income derived from time charters as services income, the Fifth Circuit held in *Tidewater Inc. v. United States*, 565 F.3d 299 (5th Cir. 2009) that income derived from certain marine time charter agreements should be treated as rental income rather than services income for purposes of a “foreign sales corporation” provision of the Code. In that case, the Fifth Circuit did not address the definition of passive income or the PFIC rules; however, the reasoning of the case could have implications as to how the income from a time charter would be classified under such rules. If the reasoning of this case were extended to the PFIC context, the gross income we derive or are deemed to derive from our time chartering activities may be treated as rental income, and we would likely be treated as a PFIC. The IRS has announced its nonacquiescence with the court’s holding in the Tidewater case and, at the same time, announced the position of the IRS that the marine time charter agreements at issue in that case should be treated as service contracts.

Distinguishing between arrangements treated as generating rental income and those treated as generating services income involves weighing and balancing competing factual considerations, and there is no legal authority under the PFIC rules addressing our specific method of operation. Conclusions in this area therefore remain matters of interpretation. We are not seeking a ruling from the IRS on the treatment of income generated from our time chartering operations. Thus, it is possible that the IRS or a court could disagree with our position. In addition, although we intend to conduct our affairs in a manner to avoid being classified as a PFIC with respect to any taxable year, we cannot assure you that the nature of our operations will not change in the future and that we will not become a PFIC in any future taxable year.

As discussed more fully below, if we were to be treated as a PFIC for any taxable year (and regardless of whether we remain a PFIC for subsequent taxable years), a U.S. Holder would be subject to different taxation rules depending on whether the U.S. Holder makes an election to treat us as a “Qualified Electing Fund,” which we refer to as a “QEF election.” As an alternative to making a QEF election, a U.S. Holder should be able to make a “mark-to-market” election with respect to our common units, as discussed below. If we are a PFIC, a U.S. Holder will be subject to the PFIC rules described herein with respect to any of our subsidiaries that are PFICs. However, the mark-to-market election discussed below will likely not be available with respect to shares of such PFIC subsidiaries. In addition, if a U.S. Holder owns our common units during any taxable year that we are a PFIC, such holder must file an annual report with the IRS.

#### ***Taxation of U.S. Holders Making a Timely QEF Election***

If a U.S. Holder makes a timely QEF election (an “Electing Holder”), then, for U.S. federal income tax purposes, that holder must report as income for its taxable year its pro rata share of our ordinary earnings and net capital gain, if any, for our taxable years that end with or within the taxable year for which that holder is reporting, regardless of whether or not the Electing Holder received distributions from us in that year. The Electing Holder’s adjusted tax basis in the common units will be increased to reflect taxed but undistributed earnings and profits. Distributions of earnings and profits that were previously taxed will result in a corresponding reduction in the Electing Holder’s adjusted tax basis in common units and will not be taxed again once distributed. An Electing Holder generally will recognize capital gain or loss on the sale, exchange or other disposition of our common units. A U.S. Holder makes a QEF election with respect to any year that we are a PFIC by filing IRS Form 8621 with its U.S. federal income tax return. If contrary to our expectations, we determine that we are treated as a PFIC for any taxable year, we will provide each U.S. Holder with the information necessary to make the QEF election described above.

### ***Taxation of U.S. Holders Making a “Mark-to-Market” Election***

If we were to be treated as a PFIC for any taxable year and, as we anticipate, our units were treated as “marketable stock,” then, as an alternative to making a QEF election, a U.S. Holder would be allowed to make a “mark-to-market” election with respect to our common units, provided the U.S. Holder completes and files IRS Form 8621 in accordance with the relevant instructions and related Treasury Regulations. If that election is made, the U.S. Holder generally would include as ordinary income in each taxable year the excess, if any, of the fair market value of the U.S. Holder’s common units at the end of the taxable year over the holder’s adjusted tax basis in the common units. The U.S. Holder also would be permitted an ordinary loss in respect of the excess, if any, of the U.S. Holder’s adjusted tax basis in the common units over the fair market value thereof at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. A U.S. Holder’s tax basis in its common units would be adjusted to reflect any such income or loss recognized. Gain recognized on the sale, exchange or other disposition of our common units would be treated as ordinary income, and any loss recognized on the sale, exchange or other disposition of the common units would be treated as ordinary loss to the extent that such loss does not exceed the net mark-to-market gains previously included in income by the U.S. Holder. Because the mark-to-market election only applies to marketable stock, however, it would not apply to a U.S. Holder’s indirect interest in any of our subsidiaries that were determined to be PFICs.

### ***Taxation of U.S. Holders Not Making a Timely QEF or Mark-to-Market Election***

If we were to be treated as a PFIC for any taxable year, a U.S. Holder that does not make either a QEF election or a “mark-to-market” election for that year (a “Non-Electing Holder”) would be subject to special rules resulting in increased tax liability with respect to (i) any excess distribution (i.e., the portion of any distributions received by the Non-Electing Holder on our common units in a taxable year in excess of 125.0% of the average annual distributions received by the Non-Electing Holder in the three preceding taxable years, or, if shorter, the Non-Electing Holder’s holding period for the common units) and (ii) any gain realized on the sale, exchange or other disposition of the units. Under these special rules:

- the excess distribution or gain would be allocated ratably over the Non-Electing Holder’s aggregate holding period for the common units;
- the amount allocated to the current taxable year and any taxable year prior to the taxable year we were first treated as a PFIC with respect to the Non-Electing Holder would be taxed as ordinary income; and
- the amount allocated to each of the other taxable years would be subject to tax at the highest rate of tax on ordinary income in effect for the applicable class of taxpayers for that year, and an interest charge for the deemed tax deferral benefit would be imposed with respect to the resulting tax attributable to each such other taxable year.

These penalties would not apply to a qualified pension, profit sharing or other retirement trust or other tax-exempt organization that did not borrow money or otherwise utilize leverage in connection with its acquisition of our common units. If we were treated as a PFIC for any taxable year and a Non-Electing Holder who is an individual dies while owning our common units, such holder’s successor generally would not receive a step-up in tax basis with respect to such units.

### **U.S. Federal Income Taxation of Non-U.S. Holders**

A beneficial owner of our common units (other than a partnership or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder is referred to as a Non-U.S. Holder. If you are a partner in a partnership (or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holding our common units, you should consult your own tax advisor regarding the tax consequences to you of the partnership’s ownership of our common units.

### ***Distributions***

Distributions we pay to a Non-U.S. Holder will not be subject to U.S. federal income tax or withholding tax if the Non-U.S. Holder is not engaged in a U.S. trade or business. If the Non-U.S. Holder is engaged in a U.S. trade or business, our distributions will be subject to U.S. federal income tax in the same manner as a U.S. Holder to the extent they constitute income effectively connected with the Non-U.S. Holder’s U.S. trade or business. Effectively connected dividends received by a corporate Non-U.S. Holder may also be subject to an additional U.S. branch profits tax at a 30% rate (or, if applicable, a lower treaty rate). However, distributions paid to a Non-U.S. Holder that is engaged in a U.S. trade or business may be exempt from taxation under an applicable income tax treaty if the income arising from the distribution is not attributable to a U.S. permanent establishment maintained by the Non-U.S. Holder.

### ***Disposition of Units***

In general, a Non-U.S. Holder is not subject to U.S. federal income tax or withholding tax on any gain resulting from the disposition of our common units provided the Non-U.S. Holder is not engaged in a U.S. trade or business. A Non-U.S. Holder that is engaged in a U.S. trade or business will be subject to U.S. federal income tax in the same manner as a U.S. Holder in the event the gain from the disposition of units is effectively connected with the conduct of such U.S. trade or business (provided, in the case of a Non-U.S. Holder entitled to the benefits of an income tax treaty with the United States, such gain also is attributable to a U.S. permanent establishment). However, even if not engaged in a U.S. trade or business, individual Non-U.S. Holders may be subject to tax on gain resulting from the disposition of our common units if they are present in the United States for 183 days or more during the taxable year in which those units are disposed and meet certain other requirements.

### **Backup Withholding and Information Reporting**

In general, payments to a non-corporate U.S. Holder of distributions or the proceeds of a disposition of common units will be subject to information reporting. These payments to a non-corporate U.S. Holder also may be subject to backup withholding if the non-corporate U.S. Holder:

- fails to provide an accurate taxpayer identification number;
- is notified by the IRS that it has failed to report all interest or corporate distributions required to be reported on its U.S. federal income tax returns; or
- in certain circumstances, fails to comply with applicable certification requirements.

Non-U.S. Holders may be required to establish their exemption from information reporting and backup withholding by certifying their status on IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP or W-8IMY, as applicable.

Backup withholding is not an additional tax. Rather, a unitholder generally may obtain a credit for any amount withheld against its liability for U.S. federal income tax (and obtain a refund of any amounts withheld in excess of such liability) by timely filing a U.S. federal income tax return with the IRS.

In addition, individual citizens or residents of the United States holding certain “foreign financial assets” (which generally includes stock and other securities issued by a foreign person unless held in an account maintained by a financial institution) that exceed certain thresholds (the lowest being holding foreign financial assets with an aggregate value in excess of (i) \$50,000 on the last day of the taxable year or (ii) \$75,000 at any time during the taxable year) are required to report information relating to such assets. Significant penalties may apply for failure to satisfy these reporting obligations. U.S. Holders should consult their tax advisors regarding their reporting obligations, if any, that would result from their purchase, ownership or disposition of our units.

### **Non-United States Tax Consequences**

The following is a discussion of the material non-U.S. tax considerations that may be relevant to prospective unitholders. Unless the context otherwise requires, references in this section to “we,” “our” or “us” are references to Höegh LNG Partners LP.

#### ***Marshall Islands Tax Consequences***

The following discussion is based on the current laws of the Republic of the Marshall Islands applicable to persons who are not citizens of the Republic of the Marshall Islands and do not reside in, maintain offices in or engage in business or transactions in the Republic of the Marshall Islands.

Because we and our subsidiaries do not and do not expect to conduct business or operations in the Republic of the Marshall Islands, under current Marshall Islands law you will not be subject to Marshall Islands taxation or withholding on distributions, including upon distribution treated as a return of capital, we make to you as a unitholder. In addition, you will not be subject to Marshall Islands stamp, capital gains or other taxes on the purchase, ownership or disposition of common units, and you will not be required by the Republic of the Marshall Islands to file a tax return relating to your ownership of common units.

### ***Norway Tax Consequences***

The following is a discussion of the material Norwegian tax consequences that may be relevant to prospective unitholders who are persons not resident in Norway for taxation purposes, which we refer to as “Non-Norwegian Holders”. Prospective unitholders who are resident in Norway for taxation purposes are urged to consult their own tax advisors regarding the potential Norwegian tax consequences to them of an investment in our common units. For this purpose, a company incorporated outside of Norway will be treated as resident in Norway in the event its central management and control is carried out in Norway.

Under the Tax Act on Income and Wealth, Non-Norwegian Holders will not be subject to any taxes in Norway on income or profits in respect of the acquisition, holding, disposition or redemption of the common units, provided that we are not treated as carrying on business in Norway, and the Non-Norwegian Holder is not engaged in a Norwegian trade or business to which the common units are effectively connected, or if the Non-Norwegian Holder is resident in a country that has an income tax treaty with Norway, such holder does not have a permanent establishment in Norway to which the common units are effectively connected.

We believe that we will be able to conduct our affairs so that Non-Norwegian Holders should not be subject to Norwegian tax on the acquisition, holding, disposition or redemption of the common units. However, this determination is dependent upon the facts existing at such time, including (but not limited to) the place where our board of directors meets and the place where our management makes decisions or takes certain actions affecting our business. We intend to conduct our affairs in a manner consistent with our Norwegian tax practice so that our business should not be treated as managed from or carried on in Norway for taxation purposes, and consequently, Non-Norwegian Holders should not be subject to tax in Norway solely by reason of the acquisition, holding, disposition or redemption of their common units. Nonetheless, there is no legal authority addressing our specific circumstances, and conclusions in this area remain matters of interpretation. Thus, it is possible that the Norwegian taxation authority could challenge, or a court could disagree with, our position.

While we do not expect it to be the case, if the arrangements we propose to enter into result in our being considered to carry on business in Norway for the purposes of the Tax Act on Income and Wealth, unitholders would be considered to be carrying on business in Norway and would be required to file tax returns with the Norwegian Tax Administration and, subject to any relief provided in any relevant double taxation treaty (including, in the case of holders resident in the United States, the U.S.-Norway Tax Treaty), would be subject to taxation in Norway on any income considered to be attributable to the business carried on in Norway.

### ***United Kingdom Tax Consequences***

The following is a discussion of the material United Kingdom tax consequences that may be relevant to prospective unitholders who are persons not resident or not domiciled in the United Kingdom for taxation purposes and who do not acquire their units as part of a trade, profession or vocation carried on in the United Kingdom, which we refer to as “Non-UK Holders.”

Prospective unitholders who are resident or domiciled in the United Kingdom for taxation purposes, or who hold their units through a trade, profession or vocation in the United Kingdom are urged to consult their own tax advisors regarding the potential United Kingdom tax consequences to them of an investment in our common units and are responsible for filing their own UK tax returns and paying any applicable UK taxes (which may be due on amounts received by us but not distributed). The discussion that follows is based upon current United Kingdom tax law and what is understood to be the current practice of HM Revenue and Customs as at the date of this document, both of which are subject to change, possibly with retrospective effect.

*Taxation of income and disposals.* We expect to conduct our affairs so that Non-UK Holders should not be subject to United Kingdom income tax, capital gains tax or corporation tax on income or gains arising from the Partnership. Distributions may be made to Non-UK Holders without withholding or deduction for or on account of United Kingdom income tax.

*Stamp taxes.* No liability to United Kingdom stamp duty or stamp duty reserve tax should arise in connection with the issue of units to unitholders or the transfer of units in the Partnership.

#### **F. Dividends and Paying Agents**

Not applicable.

#### **G. Statement by Experts**

Not applicable.

## H. Documents on Display

Documents concerning us that are referred to in this Annual Report may be inspected at our offices at Wessex House, 5th Floor, 45 Reid Street, Hamilton, HM12, Bermuda. Those documents electronically filed via the SEC's Electronic Data Gathering, Analysis, and Retrieval system may also be obtained from the SEC's website at [www.sec.gov](http://www.sec.gov), free of charge, or from the SEC's Public Reference Section at 100 F Street, NE, Washington, D.C. 20549, at prescribed rates. Further information on the operation of the SEC Public Reference Section may be obtained by calling the SEC at 1-800-SEC-0330.

## I. Subsidiary Information

Not applicable.

### Item 11. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to various market risks, including interest rate and foreign currency exchange risks.

#### Interest Rate Risk

Interest rate swap contracts can be utilized to exchange a receipt of floating interest for a payment of fixed interest to reduce the exposure to interest rate variability on our outstanding floating rate debt. As of December 31, 2016, there are interest rate swap agreements on the Lampung and Gallant facilities' floating rate debt that are designated as cash flow hedges for accounting purposes. Please read notes 14 and 19 to our consolidated and combined carve-out financial statements.

As of December 31, 2016, the following interest rate swap agreements were outstanding:

(in thousands of U.S. dollars)	Interest rate index	Notional amount	Fair value carrying amount liability	Term	Fixed interest rate (1)
<b>LIBOR-based debt</b>					
Lampung interest rate swaps (2)	LIBOR	\$ 174,209	(5,937)	Sept 2026	2.8%
Gallant interest rate swaps (2)	LIBOR	\$ 134,063	(1,108)	Sept 2019	1.9%

(1) Excludes the margins paid on the floating-rate debt.

(2) All interest rate swaps are U.S. dollar denominated and principal amount reduces quarterly.

The table below provides information about our financial instruments that are sensitive to interest rates:

Liabilities	2017	2018	2019	2020	2021	Thereafter	Total	Fair value	Rate(1)
<b>Long-term Debt</b>									
Fixed rate	3,667	3,667	29,333	—	—	—	36,667	36,773	4.2%
Variable rate	28,541	28,541	130,326	19,062	33,522	64,438	304,430	315,701	3.5%
<b>Interest Rate Swaps</b>									
Variable to fixed	3,534	1,815	777	484	253	182	7,045	7,045	2.4%

(1) Rate refers to the weighted-average interest rate for our variable long-term debt, including the margin we pay on our floating-rate debt. The average variable to fixed rate for our interest rate swaps excludes the margin we pay on our drawn floating-rate debt. Please read note 14 to our consolidated and combined carve-out financial statements.

Our joint ventures have utilized interest rate swap contracts as described in note 12 to our joint ventures' combined financial statements.

## Foreign Currency Risk

All financing, interest expenses from financing and most of our revenue and expenditures for newbuildings are denominated in U.S. dollars. Certain operating expenses can be denominated in currencies other than U.S. dollars. For the years ended December 31, 2016, 2015 and 2014, no derivative instruments have been used to manage foreign exchange risk. For the years ended December 31, 2016 and 2015, the revenues from the *Høegh Gallant* were denominated 95% and 90% in U.S. dollars and 5% and 10% in Egyptian pounds, respectively. A limited amount of operating expenses was also denominated in Egyptian pounds. Due to restrictions in Egypt, exchangeability between Egyptian pounds and other currencies was more than temporarily lacking or limited during 2015 and 2016. There are two official published rates for Egyptian pounds. The lower rate is applied in the Partnership's consolidated and combined carve-out financial statements for revenues, expenses, assets and liabilities. The Partnership classifies cash in Egyptian pound in excess of working capital needs in Egyptian pounds as long-term restricted cash and cash in Egyptian pounds required as guarantees as short-term restricted cash. The Partnership reduced its exposure to devaluation of the Egyptian pounds in 2016 by repaying \$0.5 million of amounts due to owners and affiliates in Egyptian pounds and by decreasing the revenues denominated in Egyptian pounds to more closely match its working capital requirements. As a result, there was no long-term restricted cash in Egyptian pounds as of December 31, 2016 compared with \$0.4 million as of December 31, 2015. On March 14, 2016, the Egyptian authorities devalued the Egyptian pound to the U.S. dollar by approximately 14%, resulting in a foreign exchange loss of approximately \$0.2 million. On November 3, 2016, the Egyptian central bank announced the intention to allow Egyptian pounds to trade freely and increased the interest rates by 300 basis points, resulting in an additional foreign exchange loss of approximately \$0.1 million for the year ended December 31, 2016. Removing currency restrictions and introducing market based rates should allow for exchangeability between Egyptian pounds and other currencies over time.

## Credit risk

Credit risk is the exposure to credit loss in the event of non-performance by the counterparties related to cash and cash equivalents, restricted cash, trade receivables and interest rate swap agreements, if applicable. In order to minimize counterparty risk, bank relationships are established with counterparties with acceptable credit ratings at the time of the transactions. Credit risk related to receivables is limited by performing ongoing credit evaluations of the customers' financial condition. In addition, Høegh LNG guarantees the payment of *Høegh Gallant* time charter hire under certain circumstances. See "Item 4.B. Business Overview—Vessel Time Charters—*Høegh Gallant* Time Charter—Hire Rate."

## Concentration of Risk

Financial instruments, which potentially subject the Partnership to significant concentrations of credit risk, consist principally of cash and cash equivalents, restricted cash, trade receivables and derivative contracts (interest rate swaps). The maximum exposure to loss due to credit risk is the book value at the balance sheet date. The Partnership does not have a policy of requiring collateral or security. Cash and cash equivalents and restricted cash are placed with qualified financial institutions. Periodic evaluations are performed of the relative credit standing of those financial institutions. In addition, exposure is limited by diversifying among counterparties. There are two charterers so there is a concentration of risk related to trade receivables. Credit risk related to trade receivables is limited by performing ongoing credit evaluations of the customer's financial condition. In addition, Høegh LNG guarantees the payment of *Høegh Gallant* time charter hire under certain circumstances. See "Item 4.B. Business Overview—Vessel Time Charters—*Høegh Gallant* Time Charter—Hire Rate." No allowance for doubtful accounts was recorded for the years ended December 31, 2016 or 2015. While the maximum exposure to loss due to credit risk is the book value of trade receivables at the balance sheet date, should the time charter for *PGN FSRU Lampung*, the *Høegh Gallant* or the *Høegh Grace* terminate prematurely, there could be delays in obtaining a new time charter and the rates could be lower depending upon the prevailing market conditions.

## Item 12. Description of Securities Other than Equity Securities

Not applicable.

## PART II

### Item 13. Defaults, Dividend Arrearages and Delinquencies

As of December 31, 2016, we were in compliance with all applicable covenants under our debt agreements.

### Item 14. Material Modifications to the Rights of Securities Holders and Use of Proceeds

Not applicable.

### Item 15. Controls and Procedures

#### Disclosure Controls and Procedures

Under the direction of our Chief Executive Officer and Chief Financial Officer (“CEO and CFO”), we evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of December 31, 2016. Disclosure controls and procedures are designed to ensure that (i) information required to be disclosed in our reports that are filed or submitted under the Exchange Act, are recorded, processed, summarized, and reported within the time periods specified in the U.S. Securities and Exchange Commission’s rules and forms, and (ii) information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosure. Based upon that evaluation, our CEO and CFO concluded that, as of December 31, 2016, our disclosure controls and procedures were not effective, as a result of the material weaknesses in internal controls over financial reporting described below.

#### Management’s Annual Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as (defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act). Internal controls are designed to provide reasonable assurance regarding the reliability of the financial reporting and the preparation and presentation of the financial statements for external purposes in accordance with accounting principles generally accepted in the United States. Internal control over financial reporting includes those policies and procedures that:

- i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of our financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

In connection with the preparation of this Annual Report, management, under the supervision and with the participation of our CEO and CFO, conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2016, based on the criteria described in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). Based on that evaluation, management has concluded that as of December 31, 2016, the Partnership’s internal control over financial reporting was not effective due to the material weaknesses in internal control over financial reporting described below.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

As discussed in greater detail in Item 15 of our Annual Report on Form 20-F for the year ended December 31, 2015, management identified a material weakness in our internal control over financial reporting related to a combination of control deficiencies for i) inadequate three way match of the purchase order, delivery confirmation and invoice to detect errors in supplier invoicing; ii) inadequate review and approval of supplier contracts; and iii) inadequate segregation of duties in relation to the initiation and approval of new suppliers in accounting for procurement of goods and services for the year ended December 31, 2015.

As of December 31, 2016, management identified a number of deficiencies related to operating effectiveness of information technology (“IT”) general controls related to certain information systems that are relevant to the preparation of our consolidated financial statements and our system of internal control over financial reporting.

Management concluded that as of December 31, 2016 the Partnership failed to:

- Maintain IT system controls related to user and access to financial applications and data, including access by external service providers;
- Maintain appropriate controls and procedures related to program change management for IT systems relevant to the preparation of the consolidated financial statements and to the maintenance of our systems of internal control over financial reporting;
- Provide training for our IT personnel and application owners to ensure appropriate understanding and knowledge of our IT processes and IT general controls, which led to these controls not being performed appropriately.

The operation of our controls over user access and changes to our IT programs were ineffective. These controls are intended to ensure that access to financial applications and data is adequately restricted to appropriate personnel and external service providers, and that changes affecting the financial applications, data and underlying account records are identified, authorized, tested, monitored and implemented appropriately.

Management has determined that the deficiencies in IT general controls related to access to programs and data, and program changes constitute a material weakness.

#### **Attestation Report of the Registered Public Accounting Firm**

This Annual Report does not include an attestation report of the Partnership's registered public accounting firm due to a transition period established by rules of the SEC for emerging growth companies.

#### **Remediation Efforts**

With respect to the material weakness related to accounting for procurement of goods and services, we have taken numerous steps in 2016 in executing our remediation plan and believe we have made significant progress, primarily through the implementation of the following measures:

- hired additional procurement personnel to assist in implementation of improved processes and controls over procurement;
- reassessed, redesigned and implemented controls for the three way match of invoices;
- implemented review and approval controls for supplier contracts; and
- initiated training of purchasing personnel to assure segregation of duties between the initiation and approval of new suppliers.

We believe the actions taken in 2016 relating to the accounting for the procurement of goods and services have improved our internal control over financial reporting. While our remediation actions described above and implemented in 2016 represent significant progress in enhancing our internal control over financial reporting related to the identified material weakness, our evaluation in accordance with the COSO criteria is that we consider the material weakness in accounting for the procurement of goods and services to have not been remediated as of December 31, 2016. Certain of the controls implemented have not operated for a sufficient period of time for management to conclude, through testing, that the applicable controls operated effectively as of December 31, 2016. We continue to implement and test the effectiveness of these remedial actions, procedures and controls, and we believe additional time is required to ensure the sustainability of the aforementioned improvements. We believe the additional remediation actions described below will remediate the material weaknesses related to accounting for the procurement of goods and services.

Additional remediation activities:

- Monitor and continue testing controls over the accounting for procurement of goods and services; and
- Provide additional training and monitoring of purchasing personnel to assure segregation of duties between the persons initiating and approving new suppliers.

Subsequent to December 31, 2016, we have taken or are planning to take the remedial actions set forth below to address the combination of deficiencies resulting in the material weakness in our internal control over financial reporting related to IT general controls:

- Reassess, redesign, and improve the operation and monitoring of controls and procedures related to the user and external service provider access to financial applications and data;

- Improve the operation and monitoring of controls and procedures related to program change management for IT systems relevant to the preparation of the consolidated financial statements and to the maintenance of our systems of internal control over financial reporting;
- Provide training for our IT personnel and application owners to ensure appropriate understanding and knowledge of our IT processes and IT general controls to improve the operating effectiveness and monitoring of the performance of these controls.

We are committed to continuing to improve our internal control processes and will continue to review our financial reporting controls and procedures. Our remediation efforts, including re-design, implementation and testing of our remediation measures, will continue to be given significant time and attention in 2017. As we continue to evaluate and work to improve our internal control over financial reporting, we may determine to take additional measures to address control deficiencies or determine to modify certain of the remediation measures described above. In addition to completing our planned actions above, the material weaknesses cannot be considered remediated until the applicable enhancements to our internal control process operate for a sufficient period of time and management has concluded, through testing, that internal controls are operating effectively. Although we plan to complete the remediation process as quickly as possible, we cannot at this time estimate how long it will take, and our initiatives may not prove to be successful.

#### **Remediation of Prior Year Material Weakness**

As discussed in greater detail in Item 15 of our Annual Report on Form 20-F/A for the year ended December 31, 2014 and in our Annual Report on Form 20-F for the year ended December 31, 2015, during 2015, management identified a material weakness in our internal control over financial reporting related to a combination of control deficiencies related to the accounting treatment for certain Indonesian value added tax (“VAT”) and withholding tax (“WHT”) transactions for the years ended December 31, 2014 and 2015.

With respect to the material weakness related to the errors in accounting for Indonesian VAT and WHT, we implemented the following remedial measures in 2015 and 2016:

- (i) hired additional qualified personnel to perform controls over VAT and WHT in Indonesia;
- (ii) trained Indonesian resources in our internal control requirements;
- (iii) designed and implemented reconciliation controls of our accounting records to information provided to and obtained from tax advisors and to Indonesian VAT and WHT filings;
- (iv) designed and implemented management oversight controls over tax reporting in foreign jurisdictions by a newly hired tax compliance officer; and
- (v) increased local management involvement with accounting personnel in local tax issues.

Based on our evaluation in accordance with the COSO criteria, we consider the material weakness related to the accounting for Indonesian VAT and WHT to have been remediated as of December 31, 2016.

#### **Changes in Internal Control over Financial Reporting**

As described above under “Remediation Efforts”, we have undertaken a broad range of remedial actions in 2016 to address the material weakness in our internal control over financial reporting related to the accounting for procurement services. Additionally, as described above under “Remediation Efforts”, we have undertaken a broad range of remediation actions in 2017 to address the material weaknesses in our internal control over financial reporting related to the material weaknesses in IT systems and the accounting for procurement of services.

#### **Inherent Limitations of Disclosure Controls and Procedures in Internal Control over Financial Reporting**

Our system of controls is designed to provide reasonable, not absolute, assurance regarding the reliability and integrity of accounting and financial reporting. Our CEO and CFO does not expect that our disclosure controls and internal controls over financial reporting will prevent all errors and fraud. Because of inherent limitations in any such control system (e.g. faulty judgments, human error, information technology system error, or intentional circumvention), there can be no assurance that the objectives of a control system will be met under all circumstances. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system will be met. In addition, expectations related to any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. The benefits of a control system also must be considered relative to the costs of the system and our judgment regarding the likelihood of potential events.

**Item 16A. Audit Committee Financial Expert**

Our board of directors has determined that David Spivak qualifies as an audit committee financial expert and is independent under applicable NYSE and SEC standards.

**Item 16B. Code of Ethics**

We have adopted the Høegh LNG Partners LP Code of Business Conduct and Ethics that applies to all of our employees, officers and directors. This document is available under the “Governance” section of our website ([www.hoeghlnpartners.com](http://www.hoeghlnpartners.com)). We intend to disclose, under this section of our website, any waivers to or amendments of the Høegh LNG Partners LP Corporate Code of Business Ethics and Conduct for the benefit of any of our directors and executive officers.

**Item 16C. Principal Accountant Fees and Services**

Our principal accountant for 2016 was Ernst & Young AS.

The audit committee of our board of directors has the authority to pre-approve permissible audit-related and non-audit services not prohibited by SEC and PCAOB standards to be performed by our independent auditors and associated fees. Engagements for proposed services either may be separately pre-approved by the audit committee or entered into pursuant to detailed pre-approval policies and procedures established by the audit committee, as long as the audit committee is informed on a timely basis of any engagement entered into on that basis. The audit committee separately pre-approved all engagements and fees paid to our principal accountant in 2016.

## Fees Incurred by the Partnership for Ernst & Young AS' Services

(In thousands of U.S. dollars)

	2016	2015
Audit Fees	\$ 1,255	\$ 1,646
Audit-Related Fees	409	—
Tax Fees	—	—
All Other Fees	—	—
	<u>\$ 1,664</u>	<u>\$ 1,646</u>

### Audit Fees

Audit fees for 2016 and 2015 are the aggregate fees billed for professional services rendered by the principal accountant for the audit of the Partnership's annual financial statements and services normally provided by the principal accountant in connection with statutory and regulatory filings or engagements for the two most recent fiscal years.

### Audit-Related Fees

Audit-related fees for 2016 include work related to carve-out audits and SEC comment letters.

### Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

### Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

### Item 16F. Change in Registrants' Certifying Accountant

Not applicable.

### Item 16G. Corporate Governance

#### Overview

Pursuant to an exemption under the NYSE listing standards for foreign private issuers, the Partnership is not required to comply with the corporate governance practices followed by U.S. companies under the NYSE listing standards. However, pursuant to Section 303A.11 of the New York Stock Exchange Listed Company Manual, we are required to state any significant differences between our corporate governance practices and the practices required by the NYSE for U.S. companies. We believe that our established practices in the area of corporate governance are in line with the spirit of the NYSE standards and provide adequate protection to our unitholders. The significant differences between our corporate governance practices and the NYSE standards applicable to listed U.S. companies are set forth below.

#### Independence of Directors

The NYSE rules do not require a listed company that is a foreign private issuer to have a board of directors that is comprised of a majority of independent directors. Under Marshall Islands law, we are not required to have a board of directors comprised of a majority of directors meeting the independence standards described in the NYSE rules. In addition, the NYSE rules do not require limited partnerships like us to have boards of directors comprised of a majority of independent directors. However, our board of directors has determined that each of Mr. Harris, Mr. Jamieson, Mr. Shaw and Mr. Spivak satisfies the independence standards established by the NYSE as applicable to us.

**Executive Sessions**

The NYSE requires that non-management directors of a listed U.S. company meet regularly in executive sessions without management. The NYSE also requires that all independent directors of a listed U.S. company meet in an executive session at least once a year. As permitted under Marshall Islands law and our partnership agreement, our non-management directors do not regularly hold executive sessions without management and we do not expect them to do so in the future.

**Nominating/Corporate Governance Committee**

The NYSE requires that a listed U.S. company have a nominating/corporate governance committee of independent directors and a committee charter specifying the purpose, duties and evaluation procedures of the committee. As permitted under Marshall Islands law and our partnership agreement, we do not currently have a nominating or corporate governance committee.

**Compensation Committee**

The NYSE requires that a listed U.S. company have a compensation committee of independent directors and a committee charter specifying the purpose, duties and evaluation procedures of the committee. As permitted under Marshall Islands law and our partnership agreement, we do not currently have a compensation committee.

**Corporate Governance Guidelines**

The NYSE requires U.S. companies to adopt and disclose corporate governance guidelines. The guidelines must address, among other things: director qualification standards, director responsibilities, director access to management and independent advisers, director compensation, director orientation and continuing education, management succession and an annual performance evaluation. We are not required to adopt such guidelines under Marshall Islands law, and we have not adopted such guidelines.

We make available a statement of significant differences on our website ([www.hoeghlnpartners.com](http://www.hoeghlnpartners.com)) in the governance section.

We believe that our established corporate governance practices satisfy the NYSE listing standards.

**Item 16H. Mine Safety Disclosure**

Not applicable.

## PART III

### Item 17. Financial Statements

Not applicable.

### Item 18. Financial Statements

The consolidated and combined carve-out financial statements of Höegh LNG Partners LP and schedule set forth on pages F-1 through F-60 and Exhibit 15.1 and the combined financial statements of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. set forth on pages F-61 through F-81, together with the related reports of Ernst & Young AS, Independent Registered Public Accounting Firm thereon, are filed as part of this Annual Report:

All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required, are inapplicable or have been disclosed in the notes to the financial statements and therefore have been omitted.

### Item 19. Exhibits

The following exhibits are filed as part of this Annual Report:

<b>Exhibit Number</b>	<b>Description</b>
1.1	Certificate of Limited Partnership of Höegh LNG Partners LP (incorporated by reference to Exhibit 3.1 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
1.2	First Amended and Restated Agreement of Limited Partnership of Höegh LNG Partners LP, dated August 12, 2014, between Höegh LNG GP LLC and Höegh LNG Holdings Ltd. (incorporated by reference to Exhibit 1.2 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.1	Contribution, Purchase and Sale Agreement, dated August 8, 2014, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Partners LP, Höegh LNG GP LLC and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.1 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.2	Omnibus Agreement, dated August 12, 2014, among Höegh LNG Holdings Ltd., Höegh LNG Partners LP, Höegh LNG GP LLC and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.2 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.2.1	Letter Agreement, dated August 12, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Partners LP, Höegh LNG GP LLC and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.32 to the registrant's Annual Report on Form 20-F/A, filed on November 30, 2015)
4.3	2014 Höegh LNG Partners LP Long-Term Incentive Plan (incorporated by reference to Exhibit 4.3 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.4	Höegh LNG Partners LP Amended and Restated Non-Employee Director Compensation Plan (incorporated by reference to Exhibit 4.5 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.5	Employment Contract, dated November 26, 2013, between Leif Höegh (U.K.) Limited and Richard Tyrrell (incorporated by reference to Exhibit 10.5 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)

Exhibit Number	Description
4.6	Administrative Services Agreement, dated July 2, 2014, among Höegh LNG Partners LP, Höegh LNG Partners Operating LLC and Höegh LNG Services Ltd., as amended (incorporated by reference to Exhibit 4.6 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.7	Administrative Services Agreement, dated July 2, 2014, between Höegh LNG Services Ltd and Höegh LNG AS, as amended (incorporated by reference to Exhibit 4.7 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.8	Administrative Services Agreement, dated October 28, 2014, between Leif Höegh (U.K.) Limited and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.30 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.9	Administrative Services Agreement, dated October 28, 2014, between Leif Höegh (U.K.) Limited and Höegh LNG Services Ltd. (incorporated by reference to Exhibit 4.31 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.10	Commercial and Administration Management Agreement, dated November 24, 2009, between SRV Joint Gas Ltd. and Höegh LNG AS ( <i>Neptune</i> ) (incorporated by reference to Exhibit 10.8 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.11	Commercial and Administration Management Agreement, dated May 19, 2010, between SRV Joint Gas Two Ltd. and Höegh LNG AS ( <i>GDF Suez Cape Ann</i> ) (incorporated by reference to Exhibit 10.9 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.12	Commercial and Administration Management Agreement, dated May 31, 2010, between Höegh LNG FSRU III Ltd. (as successor to HöeghStream LNG Ltd.) and Höegh LNG AS ( <i>Höegh Gallant</i> ) (incorporated by reference to Exhibit 4.13 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.13	Management Agreement, dated March 27, 2015, between Höegh LNG Cyprus Limited and Höegh LNG AS ( <i>Höegh Gallant</i> ) (incorporated by reference to Exhibit 4.14 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.14	Baltic and International Maritime Council Standard Ship Management Agreement, dated April 23, 2014, between SRV Joint Gas Ltd. and Höegh LNG Fleet Management AS ( <i>Neptune</i> ) (incorporated by reference to Exhibit 10.10 to Amendment No. 4 to the registrant's Form F-1 Registration Statement (333-197228), filed on August 6, 2014)
4.15	Baltic and International Maritime Council Standard Ship Management Agreement, dated April 23, 2014, between SRV Joint Gas Two Ltd. and Höegh LNG Fleet Management AS ( <i>GDF Suez Cape Ann</i> ) (incorporated by reference to Exhibit 10.11 to Amendment No. 4 to the registrant's Form F-1 Registration Statement (333-197228), filed on August 6, 2014)
4.16	Baltic and International Maritime Council Standard Ship Management Agreement, dated March 24, 2015, between Höegh LNG Cyprus Limited and Höegh LNG Fleet Management AS ( <i>Höegh Gallant</i> ) (incorporated by reference to Exhibit 4.17 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.17*	Baltic and International Maritime Council Standard Ship Management Agreement, dated October 17, 2016, between Höegh LNG Colombia S.A.S. and Höegh LNG Fleet Management AS ( <i>Höegh Grace</i> )
4.18	Technical Information and Services Agreement, dated April 2, 2014, between PT Höegh LNG Lampung and Höegh LNG AS ( <i>PGN FSRU Lampung</i> ) (incorporated by reference to Exhibit 10.12 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)

<b>Exhibit Number</b>	<b>Description</b>
4.19	Master Spare Parts Supply Agreement, dated April 2, 2014, between PT Höegh LNG Lampung and Höegh LNG Asia Pte. Ltd. ( <i>PGN FSRU Lampung</i> ) (incorporated by reference to Exhibit 10.13 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.20	Master Maintenance Agreement, dated April 2, 2014, between PT Höegh LNG Lampung and Höegh LNG Shipping Services Pte Ltd ( <i>PGN FSRU Lampung</i> ) (incorporated by reference to Exhibit 10.14 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.21	Sub-Technical Support Agreement, dated April 11, 2014, between Höegh LNG AS and Höegh LNG Fleet Management AS ( <i>PGN FSRU Lampung</i> ) (incorporated by reference to Exhibit 10.15 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.22	Intercompany Agreement Regarding Secondment of Employees, dated March 31, 2015, between Höegh LNG Maritime Management Pte. Ltd. and Höegh LNG Cyprus Limited, as amended by Addendum No. 1 dated November 17, 2015 (incorporated by reference to Exhibit 4.2 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.23*	Manning Agreement, dated September 1, 2016, between Höegh LNG Colombia S.A.S. and Höegh Fleet Services Philippines Inc. ( <i>Höegh Grace</i> )
4.24*	Management Consulting Agreement, dated October 1, 2016, between Höegh LNG Colombia S.A.S. and Höegh LNG AS ( <i>Höegh Grace</i> )
4.25*	Agreement for the Provision of Professional Payment Services, dated October 1, 2016, between Höegh LNG Colombia S.A.S. and Höegh LNG Maritime Management Pte. Ltd. ( <i>Höegh Grace</i> )
4.26*	Crew Recruitment Consulting Services Agreement, dated October 1, 2016, between Höegh LNG Colombia S.A.S. and Höegh LNG Maritime Management Pte. Ltd. ( <i>Höegh Grace</i> )
4.27*	Spare Parts Procurement and Insurance Services Agreement, dated October 25, 2016, between Höegh LNG FSRU IV Ltd. and Höegh LNG Fleet Management AS ( <i>Höegh Grace</i> )
4.28*	Technical Services Agreement, dated October 1, 2016, between Höegh LNG Colombia S.A.S. and Höegh LNG AS ( <i>Höegh Grace</i> )
4.29†	SRV LNG Carrier Time Charterparty, dated March 20, 2007, between SRV Joint Gas Ltd. and Suez LNG Trading SA, as novated by the Novation Agreement, dated March 25, 2010, among SRV Joint Gas Ltd., GDF Suez LNG Trading SA (formerly known as Suez LNG Trading SA) and GDF Suez Global LNG Supply SA ( <i>Neptune</i> ) (incorporated by reference to Exhibit 10.16 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.29.1†	Amendment No 1. to the SRV LNG Carrier Time Charterparty, dated February 23, 2015, between SRV Joint Gas Ltd. and GDF Suez LNG Supply SA ( <i>Neptune</i> ) (incorporated by reference to Exhibit 4.16.1 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.29.2†	Amendment No 2. to the SRV LNG Carrier Time Charterparty, dated February 23, 2015, between SRV Joint Gas Ltd. and GDF Suez LNG Supply SA ( <i>Neptune</i> ) (incorporated by reference to Exhibit 4.16.2 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.29.3†	Amendment No. 3, dated April 23, 2014, to the SRV LNG Carrier Time Charterparty ( <i>Neptune</i> ) (incorporated by reference to Exhibit 10.16.1 to Amendment No. 4 to the registrant's Form F-1 Registration Statement (333-197228), filed on August 6, 2014)
4.29.4*††	Amendment No. 4, dated December 9, 2016, to the SRV LNG Carrier Time Charterparty ( <i>Neptune</i> )

Exhibit Number	Description
4.30†	SRV LNG Carrier Time Charterparty, dated March 20, 2007, between SRV Joint Gas Ltd. and Suez LNG Trading SA, as novated by the Novation Agreement, dated December 20, 2007, among SRV Joint Gas Ltd., Suez LNG Trading SA and SRV Joint Gas Two Ltd., as novated by the Novation Agreement, dated March 25, 2010, among SRV Joint Gas Two Ltd., GDF Suez LNG Trading SA (formerly known as Suez LNG Trading SA) and GDF Suez Global LNG Supply SA, as amended by Amendment No. 1, dated June 20, 2012, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA, as amended by Amendment No. 2, dated June 20, 2012, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA, as supplemented by the Side Letter, dated November 17, 2013, between SRV Joint Gas Two Ltd. and GDF Suez LNG Supply SA (GDF Suez Cape Ann) (incorporated by reference to Exhibit 10.17 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.30.1†	Amendment No. 3, dated April 23, 2014, to the SRV LNG Carrier Time Charterparty ( <i>GDF Suez Cape Ann</i> ) (incorporated by reference to Exhibit 10.17.1 to Amendment No. 4 to the registrant's Form F-1 Registration Statement (333-197228), filed on August 6, 2014)
4.31†	Amendment and Restatement Agreement of the Original Lease, Operation and Maintenance Agreement, dated January 25, 2012, between Höegh LNG Ltd. and PT Perusahaan Gas Negara (Persero) Tbk, as novated by the Novation Agreement for Amended & Restated Lease, Operation & Maintenance Agreement, dated September 18, 2013, among PT Perusahaan Gas Negara (Persero) Tbk, Höegh LNG Ltd. and PT Höegh LNG Lampung, as novated by the Novation Agreement for Amended & Restated Lease, Operation & Maintenance Agreement, dated February 21, 2014, among PT Perusahaan Gas Negara (Persero) Tbk, PT PGN LNG Indonesia and PT Höegh LNG Lampung ( <i>PGN FSRU Lampung</i> ) (incorporated by reference to Exhibit 10.18 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.32†	Lease and Maintenance Agreement, dated April 15, 2015, between Hoegh LNG Cyprus Limited, acting through its Egypt Branch, and Höegh LNG Egypt LLC ( <i>Höegh Gallant</i> ) (incorporated by reference to Exhibit 4.26 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.33*††	International Leasing Agreement, dated November 1, 2014, between Höegh LNG FSRU IV Ltd. and Sociedad Portuaria El Cayao S.A. E.S.P., as amended by Amendment No. 1 thereto dated September 24, 2015 ( <i>Höegh Grace</i> )
4.34*††	FSRU Operation and Services Agreement, dated November 1, 2014, between Höegh LNG Holdings Ltd. and Sociedad Portuaria El Cayao S.A. E.S.P., as amended by Amendment No. 1 thereto, dated September 24, 2015, as novated by the Deed of Novation, dated October 18, 2016, among Höegh LNG Holdings Ltd., Höegh LNG Colombia S.A.S. and Sociedad Portuaria El Cayao S.A. E.S.P. ( <i>Höegh Grace</i> )
4.35	Second Amended and Restated Shareholders' Agreement, dated July 18, 2014, among Mitsui O.S.K Lines, Ltd., Höegh LNG Partners Operating LLC and Tokyo LNG Tanker Co., Ltd. (incorporated by reference to Exhibit 4.19 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.36	Shareholders' Agreement, dated March 13, 2013, between Höegh LNG Lampung Pte Ltd. and PT Bahtera Daya Utama (incorporated by reference to Exhibit 10.20 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.37	Novation Deed, dated August 31, 2010, among Mitsui O.S.K. Lines, Ltd., Tokyo LNG Tanker Co., Ltd., Höegh LNG Ltd. and SRV Joint Gas Ltd. (incorporated by reference to Exhibit 10.21 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.38	Novation Deed, dated August 31, 2010, among Mitsui O.S.K. Lines, Ltd., Tokyo LNG Tanker Co., Ltd., Höegh LNG Ltd. and SRV Joint Gas Two Ltd. (incorporated by reference to Exhibit 10.22 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)

<b>Exhibit Number</b>	<b>Description</b>
4.39	Amendment and Restatement Agreement, dated October 9, 2013, among Höegh LNG Lampung Pte Ltd., PT Bahtera Daya Utama and PT Imeco Inter Sarana (incorporated by reference to Exhibit 10.23 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 3, 2014)
4.40	Revolving Loan Agreement, dated August 12, 2014, between Höegh LNG Partners LP and Höegh LNG Holdings Ltd. in the amount of \$85,000,000 (incorporated by reference to Exhibit 4.24 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.40.1	Amendment No. 1 to the Revolving Loan Agreement, dated February 28, 2016 (incorporated by reference to Exhibit 4.32.1 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.41	Neptune Facility Agreement, dated December 20, 2007, among SRV Joint Gas Ltd. and the other parties thereto, as amended by the Amendment Agreement, dated March 25, 2010, the Letter from the Agent for the Lenders, dated August 26, 2010, the Letter from the Agent for the Lenders, dated July 25, 2014 and the Amendment Agreement, dated February 24, 2015 (incorporated by reference to Exhibit 4.26 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.41.1*	Amendment Letter, dated December 7, 2016, to Neptune Facility Agreement, between SRV Joint Gas Ltd. and DNB Bank ASA, as security trustee and agent.
4.42	Cape Ann Facility Agreement, dated December, 20, 2007, among SRV Joint Gas Two Ltd. and the other parties thereto, as amended by the Amendment Agreement, dated March 25, 2010, the Letter from the Agent for the Lenders, dated August 26, 2010, the Amendment Agreement, dated June 29, 2012 and the Letter from the Agent for the Lenders, dated July 25, 2014 (incorporated by reference to Exhibit 4.27 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.43	\$299 Million Lampung Facility Agreement, dated September 12, 2013, between PT Höegh LNG Lampung and the other parties thereto, as amended by the Second Side Letter, dated December 18, 2014 (incorporated by reference to Exhibit 4.28 to the registrant's Annual Report on Form 20-F, filed on April 24, 2015)
4.44	\$412 Million Amended and Restated Facilities Agreement, dated March 17, 2016, among Hoegh LNG Cyprus Limited and Höegh LNG FSRU IV Ltd., as borrowers, and the other parties thereto (incorporated by reference to Exhibit 4.37 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.44.1*	Amendment Letter, dated December 23, 2016, to \$412 Million Amended and Restated Facilities Agreement, among Hoegh LNG Cyprus Limited and Höegh LNG FSRU IV Ltd., as borrowers, and the other parties thereto
4.45	License Agreement, between Leif Höegh & Co. Ltd. and Höegh LNG Partners LP (incorporated by reference to Exhibit 10.29 to Amendment No. 1 to the registrant's Form F-1 Registration Statement (333-197228), filed on July 17, 2014)
4.46	Contribution, Purchase and Sale Agreement, dated August 12, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Partners LP and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.39 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.47	Letter Agreement, dated October 1, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Egypt LLC, Höegh LNG Partners LP and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.40 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.48	Option Agreement, dated October 1, 2015, among Höegh LNG Holdings Ltd., Höegh LNG Ltd. and Höegh LNG Partners LP (incorporated by reference to Exhibit 4.41 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)

<b>Exhibit Number</b>	<b>Description</b>
4.49	Amended and Restated Seller's Credit Note, dated February 28, 2016, issued by Höegh LNG Partners LP in favor of Höegh LNG Ltd. (incorporated by reference to Exhibit 4.42 to the registrant's Annual Report on Form 20-F, filed on April 28, 2016)
4.50	Contribution, Purchase and Sale Agreement, dated December 1, 2016, among Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG Partners LP and Höegh LNG Partners Operating LLC (incorporated by reference to Exhibit 4.1 to the registrant's Report on Form 6-K, filed on December 1, 2016)
8.1*	Subsidiaries of Höegh LNG Partners LP
12.1*	Rule 13a-14(a)/15d-14(a) Certification of the Principal Executive Officer and the Principal Financial Officer
13.1*	Certification under Section 906 of the Sarbanes-Oxley Act of 2002 of the Principal Executive Officer and the Principal Financial Officer
15.1*	Schedule I - Condensed Financial Information of Registrant
15.2*	Consent of Independent Registered Public Accounting Firm
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema
101.CAL*	XBRL Taxonomy Extension Schema Calculation Linkbase
101.DEF*	XBRL Taxonomy Extension Schema Definition Linkbase
101.LAB*	XBRL Taxonomy Extension Schema Label Linkbase
101.PRE*	XBRL Taxonomy Extension Schema Presentation Linkbase

\* Filed herewith.

† Certain portions have been omitted pursuant to a confidential treatment order. Omitted information has been filed separately with the SEC.

†† Confidential treatment has been requested for portions of this exhibit. These portions have been omitted from the Annual Report and submitted separately to the Securities and Exchange Commission.

**SIGNATURE**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

**HÖEGH LNG PARTNERS LP**

Date: April 6, 2017

By: /s/ Richard Tyrrell  
Name: Richard Tyrrell  
Title: Chief Executive Officer and Chief Financial Officer

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### **Höegh LNG Partners LP**

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### **SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd.**

#### Audited Combined Financial Statements

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#### Exhibit 15.1 Schedule I - Condensed Financial Information of Registrant

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Unitholders of Høegh LNG Partners LP

We have audited the accompanying consolidated balance sheets of Høegh LNG Partners LP as of December 31, 2016 and 2015, and the related consolidated and combined carve-out statements of income, comprehensive income, changes in partners' capital / owner's equity and cash flows for each of the three years in the period ended December 31, 2016. Our audit also included the financial statement schedule referred to in Item 18. These financial statements and schedule are the responsibility of the Partnership's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Partnership's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Høegh LNG Partners LP at December 31, 2016 and 2015, and the consolidated and combined carve-out results of its operations and its cash flows for each of the three years in the period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ Ernst & Young AS

Oslo, Norway

April 6, 2017

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED AND COMBINED CARVE-OUT STATEMENTS OF INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars, except per unit amounts)

	Notes	2016	2015	2014
<b>REVENUES</b>				
Time charter revenues	6,17,20	\$ 91,107	57,465	\$ 22,227
Construction contract revenues	7,17	—	—	51,868
Other revenue		—	—	474
<b>Total revenues</b>	5,6	<u>91,107</u>	<u>57,465</u>	<u>74,569</u>
<b>OPERATING EXPENSES</b>				
Voyage expenses		—	—	(1,139)
Vessel operating expenses	17,20	(16,080)	(9,679)	(6,197)
Construction contract expenses	7,20	(315)	—	(38,570)
Administrative expenses		(9,718)	(8,733)	(12,566)
Depreciation and amortization	11,12	(10,552)	(2,653)	(1,317)
<b>Total operating expenses</b>		<u>(36,665)</u>	<u>(21,065)</u>	<u>(59,789)</u>
Equity in earnings (losses) of joint ventures	5,16	16,622	17,123	(5,330)
<b>Operating income (loss)</b>	5	<u>71,064</u>	<u>53,523</u>	<u>9,450</u>
<b>FINANCIAL INCOME (EXPENSE), NET</b>				
Interest income	17	857	7,568	4,959
Interest expense	14,17	(25,178)	(17,770)	(9,665)
Gain (loss) on derivative instruments	19	1,839	949	(161)
Other items, net		(3,333)	(2,678)	(2,788)
<b>Total financial income (expense), net</b>	8	<u>(25,815)</u>	<u>(11,931)</u>	<u>(7,655)</u>
<b>Income (loss) before tax</b>		<u>45,249</u>	<u>41,592</u>	<u>1,795</u>
Income tax expense	9	(3,872)	(313)	(481)
<b>Net income (loss)</b>	5	<u>\$ 41,377</u>	<u>\$ 41,279</u>	<u>\$ 1,314</u>
<b>Earnings per unit</b>				
Common unit public (basic and diluted)	24	\$ 1.58	1.56	\$ 0.50
Common unit Höegh LNG (basic and diluted)	24	\$ 1.52	1.57	\$ 0.50
Subordinated unit (basic and diluted)	24	\$ 1.52	1.57	\$ 0.50

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED AND COMBINED CARVE-OUT STATEMENTS OF COMPREHENSIVE INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars)

	Notes	2016	2015	2014
Net income (loss)		\$ 41,377	41,279	\$ 1,314
Unrealized gains (losses) on cash flow hedge	19	1,883	1,329	(10,159)
Income tax benefit (expense)	9,19	(378)	(395)	1,984
Other comprehensive income (loss)		1,505	934	(8,175)
<b>Comprehensive income (loss)</b>		<b>\$ 42,882</b>	<b>42,213</b>	<b>\$ (6,861)</b>

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2016 AND 2015**  
(in thousands of U.S. dollars)

	Notes	2016	2015
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	18	\$ 18,915	\$ 32,868
Restricted cash	18	8,055	10,630
Trade receivables	18	2,088	8,200
Amounts due from affiliates	17,18	4,237	4,239
Advances to joint ventures	13,18	6,275	7,130
Inventory		697	767
Current portion of net investment in direct financing lease	6	3,485	3,192
Prepaid expenses and other receivables		609	528
<b>Total current assets</b>		<u>44,361</u>	<u>67,554</u>
<b>Long-term assets</b>			
Restricted cash	18	14,154	15,198
Cash designated for acquisition	26	91,768	—
Vessels, net of accumulated depreciation	11	342,591	353,078
Other equipment	11	592	119
Intangibles and goodwill	12	16,241	18,646
Advances to joint ventures	13,18	943	6,861
Net investment in direct financing lease	6	286,626	290,111
Long-term deferred tax asset	9	791	2,026
Other long-term assets	10,18	12,400	10,150
<b>Total long-term assets</b>		<u>766,106</u>	<u>696,189</u>
<b>Total assets</b>		<u>\$ 810,467</u>	<u>\$ 763,743</u>

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2016 AND 2015**  
(in thousands of U.S. dollars)

	Notes	2016	2015
<b>LIABILITIES AND EQUITY</b>			
<b>Current liabilities</b>			
Current portion of long-term debt	14,18	\$ 32,208	\$ 32,208
Trade payables		972	1,350
Amounts due to owners and affiliates	17,18	1,374	10,604
Loans and promissory notes due to owners and affiliates	17,18	—	287
Value added and withholding tax liability		796	2,078
Derivative instruments	18,19	3,534	4,912
Accrued liabilities and other payables	15	18,932	20,782
<b>Total current liabilities</b>		<u>57,816</u>	<u>72,221</u>
<b>Long-term liabilities</b>			
Accumulated losses of joint ventures	5,16	25,886	42,507
Long-term debt	14,18	300,440	330,635
Revolving credit and seller's credit due to owners and affiliates	17,18	43,005	47,000
Derivative instruments	18,19	3,511	5,855
Long-term tax liability	9	2,228	—
Long-term deferred tax liability	9	1,556	1,094
Other long-term liabilities	10	11,235	14,633
<b>Total long-term liabilities</b>		<u>387,861</u>	<u>441,724</u>
<b>Total liabilities</b>		<u>445,677</u>	<u>513,945</u>
<b>EQUITY</b>			
	22,23,24		
Common units public:			
17,639,039 units issued and outstanding at December 31, 2016 and			
11,040,000 units issued and outstanding at December 31, 2015		321,091	209,372
Common units Höegh LNG:			
2,116,060 units issued and outstanding at December 31, 2016 and 2015		6,849	6,604
Subordinated units:			
13,156,060 units issued and outstanding at December 31, 2016 and 2015		42,586	41,063
<b>Total partners' capital</b>		<u>370,526</u>	<u>257,039</u>
Accumulated other comprehensive income (loss)	19	(5,736)	(7,241)
<b>Total equity</b>		<u>364,790</u>	<u>249,798</u>
<b>Total liabilities and equity</b>		<u>\$ 810,467</u>	<u>\$ 763,743</u>

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED AND COMBINED CARVE-OUT STATEMENTS OF**  
**CHANGES IN PARTNERS' CAPITAL/OWNER'S EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars)

	Owner's Equity	Partners' Capital			Accumulated Other Comprehensive Income	Total Equity
		Common Units Public	Common Units Höegh LNG	Sub- ordinated Units		
<b>Combined carve-out balance as of December 31, 2013</b>	\$ (48,096)	—	—	—	—	\$ (48,096)
Carve-out net loss (January 1- August 12, 2014)	(11,941)	—	—	—	—	(11,941)
Other comprehensive loss	—	—	—	—	(5,900)	(5,900)
Conversion of promissory note to equity	101,500	—	—	—	—	101,500
Carve-out distributions to owner, net	(11,039)	—	—	—	—	(11,039)
<b>Combined carve-out balance as of August 12, 2014</b>	30,424	—	—	—	(5,900)	24,524
Elimination of equity (note 2)	45,799	—	—	—	—	45,799
Allocation of partnership capital to unitholders August 12, 2014	(76,223)	—	10,561	65,662	—	—
Net proceeds from IPO net of underwriters' discounts, fees and expenses of offering (note 3)	—	203,467	—	—	—	203,467
Cash distribution of initial public offering proceeds to Höegh LNG (note 3)	—	—	(6,023)	(37,444)	—	(43,467)
Post-initial public offering net income	—	5,562	1,066	6,627	—	13,255
Cash distributions to unitholders	—	(2,025)	(388)	(2,413)	—	(4,826)
Other comprehensive loss	—	—	—	—	(2,275)	(2,275)
Distributions to owner, net	—	—	(14)	(85)	—	(99)
<b>Consolidated balance as of December 31, 2014</b>	—	207,004	5,202	32,347	(8,175)	236,378
Net income	—	17,273	3,326	20,680	—	41,279
Cash distributions to unitholders	—	(14,905)	(2,857)	(17,762)	—	(35,524)
Cash contribution from Höegh LNG	—	—	914	5,682	—	6,596
Other comprehensive income	—	—	—	—	934	934
Contributions from owner	—	—	19	116	—	135
<b>Consolidated balance as of December 31, 2015</b>	\$ —	209,372	6,604	41,063	(7,241)	\$ 249,798

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED AND COMBINED CARVE-OUT STATEMENTS OF**  
**CHANGES IN PARTNERS' CAPITAL/OWNER'S EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars)

	Owner's Equity	Partners' Capital			Accumulated Other Comprehensive Income	Total Equity
		Common Units Public	Common Units Höegh LNG	Sub- ordinated Units		
<b>Consolidated balance as of December 31, 2015</b>	\$ —	209,372	6,604	41,063	(7,241)	\$ 249,798
Net income	—	18,133	3,221	20,023	—	41,377
Cash distributions to unitholders	—	(18,225)	(3,554)	(22,098)	—	(43,877)
Cash contribution from Höegh LNG	—	—	532	3,311	—	3,843
Other comprehensive income	—	—	—	—	1,505	1,505
Net proceeds from issuance of common units (note 22)	—	111,529	—	—	—	111,529
Issuance of units for Board of Directors' fees	—	189	—	—	—	189
Other and contributions from owner	—	93	46	287	—	426
<b>Consolidated balance as of December 31, 2016</b>	<u>\$ —</u>	<u>321,091</u>	<u>6,849</u>	<u>42,586</u>	<u>(5,736)</u>	<u>\$ 364,790</u>

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED AND COMBINED CARVE-OUT STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars)

	2016	2015	2014
<b>OPERATING ACTIVITIES</b>			
Net income (loss)	\$ 41,377	41,279	\$ 1,314
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization	10,552	2,653	1,317
Equity in losses (earnings) of joint ventures	(16,622)	(17,123)	5,330
Changes in accrued interest income on advances to joint ventures and demand note	743	2,406	(4,349)
Amortization of deferred debt issuance cost and fair value of debt assumed	2,013	2,480	4,362
Amortization in revenue for above market contract	2,405	605	—
Changes in accrued interest expense	(227)	(162)	1,146
Refundable value added tax on import	—	—	(26,298)
Net currency exchange losses (gains)	(109)	102	(271)
Unrealized loss (gain) on derivative instruments	(1,839)	(949)	161
Deferred tax expense and provision for tax uncertainty	3,548	(1,033)	(24)
Issuance of units for board of directors' fees	189	—	—
Other adjustments	426	135	59
Changes in working capital:			
Restricted cash	2,829	10,007	(22,180)
Trade receivables	(83)	(2,011)	(6,115)
Unbilled construction contract income	—	—	55,174
Inventory	70	271	—
Prepaid expenses and other receivables	(81)	235	26
Trade payables	(321)	154	864
Amounts due to owners and affiliates	(9,228)	(3,486)	6,019
Value added and withholding tax liability	3,043	2,892	7,660
Accrued liabilities and other payables	743	4,330	3,781
<b>Net cash provided by (used in) operating activities</b>	<b>39,428</b>	<b>42,785</b>	<b>27,976</b>
<b>INVESTING ACTIVITIES</b>			
Expenditure for vessel, newbuildings and other equipment	(537)	(955)	(170,906)
Demand note made to Höegh LNG	—	—	(140,000)
Receipts from repayment of principal on advances to joint ventures	6,029	5,796	6,666
Receipts from repayment of principal on direct financing lease	3,192	2,919	1,341
Cash acquired in the acquisition of the <i>Höegh Gallant</i>	—	7,695	—
Increase in restricted cash for acquisition of <i>Höegh Grace</i> entities	(91,768)	—	—
(Increase) decrease in restricted cash	—	—	10,700
<b>Net cash provided by (used in) investing activities</b>	<b>\$ (83,084)</b>	<b>15,455</b>	<b>\$ (292,199)</b>

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**CONSOLIDATED AND COMBINED CARVE-OUT STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars)

	2016	2015	2014
<b>FINANCING ACTIVITIES</b>			
Proceeds from long-term debt	\$ —	—	\$ 257,099
Proceeds from amounts due to owners and affiliates	—	—	10,193
Proceeds from loans and promissory notes due to owners and affiliates	8,622	—	650
Repayment of long-term debt	(32,208)	(22,348)	(44,766)
Repayment of amounts due to owners and affiliates	(12,617)	—	(25,400)
Repayments of loans and promissory notes due to owners and affiliates	—	—	(49,150)
Contributions from (distributions to) owners	—	—	(11,198)
Customer loan for funding of value added liability on import	(6,233)	(4,769)	26,297
Payment of debt issuance cost	—	(189)	(8,023)
Proceeds from initial public offering, net of underwriters' discounts and expenses	—	—	203,467
Cash from proceeds of initial public offering distributed to Höegh LNG	—	—	(43,467)
Net proceeds from issuance of common units (note 22)	111,529	—	—
Cash distributions to unitholders	(43,877)	(35,524)	(4,826)
Proceeds from indemnifications received from Höegh LNG	3,843	6,596	—
Cash settlement of derivative instruments	—	—	(1,100)
(Increase) decrease in restricted cash	644	385	(15,184)
<b>Net cash provided by (used in) financing activities</b>	<u>29,703</u>	<u>(55,849)</u>	<u>294,592</u>
Increase (decrease) in cash and cash equivalents	(13,953)	2,391	30,369
Cash and cash equivalents, beginning of period	32,868	30,477	108
Cash and cash equivalents, end of period	<u>\$ 18,915</u>	<u>32,868</u>	<u>\$ 30,477</u>

*The accompanying notes are an integral part of these financial statements.*

**HÖEGH LNG PARTNERS LP**  
**NOTES TO THE CONSOLIDATED AND COMBINED CARVE-OUT FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

**1. Description of business**

Höegh LNG Partners LP (the “Partnership”) was formed under the laws of the Marshall Islands on April 28, 2014 as an indirect 100% owned subsidiary of Höegh LNG Holdings Ltd. (“Höegh LNG”) for the purpose of acquiring Höegh LNG’s interests in Hoegh LNG Lampung Pte. Ltd., PT Hoegh LNG Lampung (the owner of the *PGN FSRU Lampung* and the Tower Yoke Mooring System), SRV Joint Gas Ltd. (the owner of the *Neptune*), and SRV Joint Gas Two Ltd. (the owner of the *GDF Suez Cape Ann*) in connection with the Partnership’s initial public offering of its common units (the “IPO”).

On August 12, 2014, the Partnership completed its IPO. Prior to the closing of the IPO, Höegh LNG contributed to the Partnership all of its equity interests and loans and promissory notes due to it and affiliates in each of the entities owning the *Neptune*, the *GDF Suez Cape Ann* and the *PGN FSRU Lampung*. The transfer of the interests was recorded at Höegh LNG’s consolidated book values. At the closing of the IPO (including the exercise by the underwriters of the option to purchase an additional 1,440,000 common units), (i) 11,040,000 common units were sold to the public for net proceeds, after deduction of offering expenses, of \$203.5 million; (ii) Höegh LNG owned 2,116,060 common units and 13,156,060 subordinated units, representing approximately 58% of the limited partner interests in the Partnership, and 100% of the incentive distribution rights (“IDRs”) and (iii) a wholly owned subsidiary of Höegh LNG owned the non-economic general partner interest in the Partnership, as further described in note 3.

Under the partnership agreement, the general partner has irrevocably delegated to the Partnership’s board of directors the power to oversee and direct the operations of, manage and determine the strategies and policies of the Partnership. Four of the seven board members were elected by the common unitholders at the Partnership’s first annual meeting of unitholders held on September 24, 2014. As a result, Höegh LNG, as the owner of the general partner, does not have the power to control the Partnership’s board of directors or the Partnership, and the Partnership is not considered to be under the control of Höegh LNG for US GAAP purposes. Therefore, the sale of a business from Höegh LNG to the Partnership is a change of control. As a result, the Partnership accounts for acquisitions of businesses under the purchase method of accounting and not as transfers of entities under common control.

On October 1, 2015, the Partnership closed the acquisition of 100% of the shares in Höegh LNG FSRU III Ltd., a Cayman Islands company, that indirectly owns the *Höegh Gallant*, as further described in note 4. The *Höegh Gallant* was constructed by Hyundai Heavy Industries Co., Ltd. (“HHI”) and was delivered to Höegh LNG in November 2014.

In December 2016, the Partnership issued and sold 6,588,389 common units in an underwritten public offering for net proceeds of \$111.5 million (refer to note 22) to be used primarily to fund the purchase price of the acquisition of a 51% ownership interest in Höegh LNG Colombia Holding Ltd., the owner of the entities that own and operate the floating storage and regasification unit, *Höegh Grace*, in January 2017 (refer to note 26).

The interests in SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., collectively, are referred to as the “joint ventures” and the remaining entities owned by the Partnership, as reflected in the table below are, collectively, referred to as the “subsidiaries” in these consolidated and combined carve-out financial statements. Hoegh LNG Lampung Pte. Ltd., PT Hoegh LNG Lampung and the joint ventures are, collectively, referred to as the “Combined Entities” in the combined carve-out financial statements for the year ended December 31, 2014. The *PGN FSRU Lampung*, the *Höegh Gallant*, the *Neptune* and the *GDF Suez Cape Ann* are floating storage regasification units (“FSRUs”) and, collectively, referred to in these consolidated and combined carve-out financial statements as the vessels or the “FSRUs.” The Tower Yoke Mooring System (the “Mooring”) is an offshore installation that is used to moor the *PGN FSRU Lampung* to offload the gas into an offshore pipe that transports the gas to a land terminal. PT Hoegh LNG Lampung, Hoegh LNG Cyprus Limited, the owner of the *Höegh Gallant*, and the two joint ventures, SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., are collectively referred to as the “FSRU-owning entities.”

**HÖEGH LNG PARTNERS LP**  
**NOTES TO THE CONSOLIDATED AND COMBINED CARVE-OUT FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

The *Neptune* and the *GDF Suez Cape Ann* operate under long-term time charters with expiration dates in 2029 and 2030, respectively, and, in each case, with an option for the charterer, GDF Suez Global LNG Supply SA, a subsidiary of ENGIE, to extend for up to one additional period of ten years or two additional periods of five years each. The *PGN FSRU Lampung*, operates under a long term time charter which started in July 2014 with an expiration date in 2034, with an option for the charterer to extend for up to two additional periods of five years each, and uses the Mooring that was constructed, installed and sold to the charterer, PT PGN LNG Indonesia (“PGN LNG”), a subsidiary of PT Perusahaan Gas Negara (Persero) Tbk (“PGN”). The *Höegh Gallant* operates under a long term time charter which started in April 2015 with an expiration date in April 2020 with Hoegh LNG Egypt LLC (“EgyptCo”), a subsidiary of Höegh LNG. EgyptCo has a charter with the government-owned Egyptian Natural Gas Holding Company (“EGAS”). Pursuant to an option agreement, the Partnership has the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025.

The following table lists the entities included in these consolidated financial statements and their purpose as of December 31, 2016.

Name	Jurisdiction of Incorporation or Registration	Purpose
Höegh LNG Partners LP	Marshall Islands	Holding Company
Höegh LNG Partners Operating LLC (100% owned)	Marshall Islands	Holding Company
Hoegh LNG Services Ltd (100% owned)	United Kingdom	Administration Services Company
Hoegh LNG Lampung Pte. Ltd. (100% owned)	Singapore	Owens 49% of PT Hoegh LNG Lampung
PT Hoegh LNG Lampung (49% owned) (1)	Indonesia	Owens <i>PGN FSRU Lampung</i>
SRV Joint Gas Ltd. (50% owned) (2)	Cayman Islands	Owens <i>Neptune</i>
SRV Joint Gas Two Ltd. (50% owned) (2)	Cayman Islands	Owens <i>GDF Suez Cape Ann</i>
Höegh LNG FSRU III Ltd. (100% owned) (3)	Cayman Islands	Owens 100% of Hoegh LNG Cyprus Limited
Hoegh LNG Cyprus Limited (100% owned) (3)	Cyprus	Owens <i>Höegh Gallant</i>
Hoegh LNG Cyprus Limited Egypt Branch (100% owned) (3)	Egypt	Branch of Hoegh LNG Cyprus Limited

(1) PT Hoegh LNG Lampung is a variable interest entity, which is controlled by Hoegh LNG Lampung Pte. Ltd. and is, therefore, 100% consolidated in the consolidated and combined carve-out financial statements.

(2) The remaining 50% interest in each joint venture is owned by Mitsui O.S.K. Lines, Ltd. and Tokyo LNG Tanker Co.

(3) The ownership interests were acquired on October 1, 2015.

**HÖEGH LNG PARTNERS LP**  
**NOTES TO THE CONSOLIDATED AND COMBINED CARVE-OUT FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

**2. Significant accounting policies**

**a. Basis of presentation**

The consolidated and combined carve-out financial statements are prepared in accordance with United States generally accepted accounting principles (“US GAAP”). All inter-company balances and transactions are eliminated.

As of August 13, 2014, financial statements of the Partnership are consolidated since it was a separate legal entity owning the interests in the subsidiaries and joint ventures. At the closing of the IPO, the transfer of the interests was recorded at Höegh LNG’s consolidated book values. Prior to that date, the income statement, balance sheet and cash flows, as converted to US GAAP, have been carved out of the consolidated financial statements of Höegh LNG and are presented on a combined carve-out basis for the Combined Entities. The combined carve-out financial statements for the year ended December 31, 2014 include the related revenues, expenses and cash flows directly attributable to Hoegh LNG Lampung Pte. Ltd. and PT Hoegh LNG Lampung. In addition, the equity in earnings of 50% of the joint ventures using the equity method of accounting, and the related interest income on the advances to joint ventures, are included in the consolidated and combined carve-out financial statements. The combined carve-out financial statements prior to August 13, 2014, also include allocations of certain administrative expenses.

Included in the combined carve-out equity as of August 12, 2014, were amounts related to promissory notes and related accrued interest due to Höegh LNG. Höegh LNG’s receivables for the promissory notes and related accrued interest of the Partnership’s subsidiaries were contributed to the Partnership as part of the formation transactions. Refer to note 3 for additional discussion of the contribution. As a result, the liabilities of the Partnership’s subsidiaries are eliminated on consolidation since they were no longer external liabilities to the Partnership. Accordingly, this is equivalent to not transferring the subsidiaries’ liabilities to the Partnership. Therefore, the corresponding amounts have been eliminated for the Partnership’s opening equity position as of August 12, 2014. Details of the liabilities eliminated are as follows:

<b>(in thousands of U.S. dollars)</b>	<b>As of August 12, 2014</b>
Accrued interest on \$48.5 million Promissory note due to Höegh LNG transferred to Partnership	\$ (1,684)
Accrued interest on \$101.5 million Promissory note due to Höegh LNG transferred to Partnership	(2,947)
\$40.0 million Promissory note and accrued interest due to Höegh LNG transferred to Partnership	(41,168)
Elimination to equity as of August 12, 2014	\$ 45,799

It has been determined that PT Hoegh LNG Lampung, Höegh LNG FSRU III Ltd., SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. are variable interest entities. A variable interest entity (“VIE”) is defined by US GAAP as a legal entity where either (a) the voting rights of some investors are not proportional to their rights to receive the expected residual returns of the entity, their obligations to absorb the expected losses of the entity, or both, and substantially all of the entity’s activities either involve or are conducted on behalf of an investor that has disproportionately few voting rights, or (b) the equity holders have not provided sufficient equity investment to permit the entity to finance its activities without additional subordinated financial support, or (c) equity interest holders as a group lack the characteristics of a controlling financial interest, including decision making ability and an interest in the entity’s residual risks and rewards. The guidance requires a VIE to be consolidated if any of its interest holders are entitled to a majority of the entity’s residual returns or are exposed to a majority of its expected losses.

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Based upon the criteria set forth in US GAAP, the Partnership has determined that PT Hoegh LNG Lampung is a VIE, as the equity holders, through their equity investments, may not participate fully in the entity's expected residual returns and substantially all of the entity's activities either involve, or are conducted on behalf of, the Partnership. The Partnership is the primary beneficiary, as it has the power to make key operating decisions considered to be most significant to the VIE and receives all the expected benefits or expected losses. Therefore, 100% of the assets, liabilities, revenues and expenses of PT Hoegh LNG Lampung are included in the consolidated and combined carve-out financial statements. Dividends may only be paid if the retained earnings are positive under Indonesian law and requirements are fulfilled under the Lampung facility. Refer to note 14. As of December 31, 2016 and 2015, PT Hoegh LNG Lampung had negative retained earnings and therefore cannot make dividend payments under Indonesia law. Under the Lampung facility, there are limitations on cash dividends and loans that can be made to the Partnership. As of December 31, 2016 and 2015, restricted net assets of the consolidated subsidiaries were \$129.6 million and \$119.8 million, respectively.

The Partnership has also determined that Höegh LNG FSRU III Ltd. is a VIE, as the equity investment does not provide sufficient equity to permit the entity to finance its activities without financial guarantees. The Partnership is the primary beneficiary, as it has the power to make key operating decisions considered to be most significant to the VIE and receives all the expected benefits or expected losses. Therefore, 100% of the assets, liabilities, revenues and expenses of Höegh LNG FSRU III Ltd. are included in the consolidated and combined carve-out financial statements. Under Cayman Islands law, dividends may only be paid out of profits or capital reserves if the entity is solvent after the distribution. Under the Gallant/Grace facility, there are limitations on dividends and loans distributions that can be made to the Partnership. Refer to note 14. The Partnership is a guarantor of the Gallant/Grace facility. As of December 31, 2016 and 2015, restricted net assets of the consolidated subsidiaries were \$4.1 million and \$4.4 million, respectively.

In addition, the Partnership has determined that the two joint ventures, SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., are VIEs since each entity did not have a sufficient equity investment to permit the entity to finance its activities without additional subordinated financial support at the time of its initial investment. The entities have been financed with third party debt and subordinated shareholders loans. The Partnership is not the primary beneficiary, as the Partnership cannot make key operating decisions considered to be most significant to the VIEs, but has joint control with the other equity holders. Therefore, the joint ventures are accounted for under the equity method of accounting as the Partnership has significant influence. The Partnership's carrying value is recorded in advances to joint ventures and accumulated losses of joint ventures in the consolidated balance sheets. For SRV Joint Gas Ltd., the Partnership had a receivable for the advances of \$3.9 million and \$7.2 million, respectively, and the Partnership's accumulated losses or its share of net liabilities were \$11.2 million and \$19.8 million, respectively, as of December 31, 2016 and 2015. The Partnership's carrying value for SRV Joint Gas Two Ltd. consists of a receivable for the advances of \$3.3 million and \$6.8 million, respectively, and the Partnership's accumulated losses or its share of net liabilities of \$14.7 million and \$22.7 million, respectively, as of December 31, 2016 and 2015. The major reason that the Partnership's accumulated losses in the joint ventures are net liabilities is due to the fair value adjustments for the interest rate swaps recorded as liabilities on the combined balance sheets of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. The maximum exposure to loss is the carrying value of the receivables, which is subordinated to the joint ventures' long-term bank debt, the investments in the joint ventures (accumulated losses), as the shares are pledged as security for the joint ventures' long-term bank debt and Höegh LNG's commitment under long-term bank loan agreements to fund its share of drydocking costs and remarketing efforts in the event of an early termination of the charters. Dividend distributions require a) agreement of the other joint venture owners; b) fulfilment of requirements of the long-term bank loans; c) and under Cayman Islands law may be paid out of profits or capital reserves subject to the joint venture being solvent after the distribution.

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**b. Carve-out principles**

For the period from January 1, 2014 to August 12, 2014 (the date of the IPO), the combined carve-out financial statements presented herein have been carved out of the consolidated financial statements of Høegh LNG and adjusted to be in accordance with US GAAP.

The combined carve-out financial statements for the year ended December 31, 2014 include the related revenues, expenses and cash flows directly attributable to Høegh LNG Lampung Pte. Ltd. and PT Høegh LNG Lampung. In addition, the equity in earnings of 50% of the joint ventures using the equity method of accounting, and the related interest income on the advances to joint ventures, are included in the consolidated and combined carve-out financial statements.

Prior to August 12, 2014, there were administrative expenses of Høegh LNG that were attributed to a specific vessel or project directly. The administrative expenses included undistributed corporate and segment management and administrative staffs' salary expenses and benefits, and general and administrative expenses. These administrative expenses were allocated to the combined carve-out financial statements based on the number of vessels, newbuildings and business development projects in Høegh LNG's fleet, joint ventures and operations. Related parties provided the commercial and technical services for the FSRUs, including supervision of newbuilding, and employ the crews that work on the FSRUs. Accordingly, neither the Combined Entities nor the Partnership were liable for any pension or post retirement benefits, since they had no direct employees prior to August 12, 2014.

Income tax expense was allocated to the Combined Entities on a separate returns basis.

Management deemed the allocations reasonable to present the results of operations and cash flows of the Partnership on a stand-alone basis. However, the results of operations and cash flows of the Partnership may differ from those that would have been achieved had the Partnership operated autonomously for periods prior to August 12, 2014 as the Partnership would have had additional administrative expenses, including legal, accounting, treasury and regulatory compliance and other costs normally incurred by a listed public entity and it would not have had the allocated expenses of Høegh LNG. Accordingly, the consolidated and combined carve-out financial statements prior to August 12, 2014 do not purport to be indicative of the future results of operations or cash flows of the Partnership.

**c. Significant accounting policies**

***Foreign currencies***

The reporting currency in the consolidated and combined carve-out financial statements is the U.S. dollar, which is the functional currency of the FSRU-owning entities. Nearly all revenues are received in U.S. dollars and a majority of the Partnership's expenditures for investments and all of the long-term debt are denominated in U.S. dollars. Transactions denominated in other currencies during the year are converted into U.S. dollars using the exchange rates in effect at the time of the transactions. Monetary assets and liabilities that are denominated in currencies other than the U.S. dollar are translated at the exchange rates in effect at the balance sheet date. Egyptian pounds are translated at the single official published rate available. Resulting gains or losses are reflected in the accompanying consolidated and combined carve-out statements of income.

***Business combinations***

Business combinations are accounted for under the purchase method of accounting. Under this method, the purchase price is allocated to identifiable assets acquired and liabilities assumed based on their fair values as of the acquisition date. Any excess of the purchase price over the fair values of net assets is recognized as goodwill. Acquisition related costs are expensed as incurred. The results of entity acquired are included in the consolidated and combined carve-out financial statements from the date of acquisition.

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***Time charter revenues and related expenses***

*Time charter revenues:*

Revenue arrangements may include the right to use FSRUs for a stated period of time that meet the criteria for lease accounting, in addition to providing a time charter service element. Leases are classified based upon defined criteria either as direct financing leases or operating leases. A lease that transfers substantially all of the benefits and risks of the FSRU to the charterer is accounted for as a financing lease by the lessor. All other leases that do not meet the criteria are classified as operating leases.

The lease element of time charters that is accounted for as operating leases is recognized on a straight line basis over the term of the charter. The *Höegh Gallant's* time charter, which had a five year lease term at inception, is accounted for as an operating lease.

The lease element of time charters that are accounted for as direct financing leases is recognized over the lease term using the effective interest rate method and is included in time charter revenues. Direct financing leases are reflected on the consolidated balance sheets as net investments in direct financing leases. The *PGN FSRU Lampung* time charter, which had a 20 year lease term at inception, meets the criteria of transferring substantially all of the benefits and risks to the charterer and is accounted for as a direct financing lease.

Fees for providing time charter services, reimbursements for actual vessel operating expenses or estimates for certain reimbursable costs or taxes are recognized as revenues as services are performed or the actual costs are incurred. Revenues for the time charter services element are not recognized for days that the FSRUs are off-hire.

The Partnership's time charters may include provisions for the charterer to make upfront payments for fees for certain vessel modifications, drydocking costs, other additions to equipment or spare parts. Fees for modifications or other additions to equipment are deferred and amortized over the shorter of the remaining charter period or the useful life of the additions. Upfront payments of fees for reimbursement of drydocking costs are deferred and recognized on a straight line basis over the period to the next drydocking.

*Related expenses:*

Voyage expenses include bunker fuel expenses, port fees, cargo loading and unloading expenses, canal tolls and agency fees. Voyage expenses are all expenses unique to a particular voyage and when a vessel is on hire under time charters are generally the responsibility of, and paid directly by the charterers and not included in the income statement. When the vessel is off-hire, voyage expenses, principally fuel, may also be incurred and are paid by the FSRU-owning entity.

Vessel operating expenses, reflected in expenses in the income statement, include crewing, repairs and maintenance, insurance, stores, lube oils, communication expenses and management fees. Vessel operating expenses also include bunker fuel expenses when the vessel is on hire and the expenses are not directly paid and owned by the charterers. When the vessel is on hire, vessel operating expenses are invoiced as fees to the charterer or are covered by time charter rates. When the vessel is off-hire, vessel operating expenses are not invoiced to the charterer.

Voyage expenses, if applicable and vessel operating expenses are expensed when incurred.

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***Construction revenues and related expenses***

For fixed price construction contracts, when the outcome can be estimated reliably, construction contract revenues are recognized based on the percentage of completion method using the ratio of costs incurred to estimated total costs multiplied by the total estimated contract revenue. Revenue from change orders, if any, is not recognized until agreed in writing by the owner. As the percentage of completion method relies on the substantial use of estimates, estimates may be revised throughout the life of a construction contract. The construction cost incurred and estimates to complete on construction contracts are reviewed, at a minimum, on a quarterly basis, as well as when information becomes available that would necessitate a review of the current estimate. Adjustments to estimates for a contract's estimated costs at completion and estimated profit or loss often are required as experience is gained, and as more information is obtained, even though the scope of work required under the contract may not change. The impact of such changes to estimates is made on a cumulative basis in the period when such information has become known. Expected losses on contracts are fully recognized as soon as they are identified.

Construction contract expenses include direct costs on contracts, including project management, labor and materials, amounts payable to subcontractors and capitalized interest.

***Insurance and other claims***

Insurance claims for property damage are recorded, net of any deductible amounts, for recoveries up to the amount of loss recognized when the claims submitted to insurance carriers are probable of recovery. Claims for property damage in excess of the loss recognized and for loss of revenue during off-hire, whether from insurance providers or indemnification from Höegh LNG, are considered gain contingencies, which are recognized when the proceeds are received.

Indemnification proceeds from Höegh LNG that cover the Partnership's costs are accounted for following the guidance of the Securities and Exchange Commission's Staff Accounting Bulletin ("SAB") Topic 1.B and SAB Topic 5. T. SAB Topic 1.B provides that the separate financial statements of a subsidiary should reflect any costs of its operations which are incurred by the owner on its behalf. SAB Topic 5.T provides that costs should be reflected as an expense in the subsidiary's financial statements with a corresponding credit to contributed equity.

***Income taxes***

Income taxes are based on a separate return basis. Income taxes are accounted for using the liability method.

Deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the tax and the book bases of assets and liabilities. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Benefits of uncertain tax positions are recognized when it is more-likely-than-not that a tax position taken in a tax return will be sustained upon examination based on the technical merits of the position. If the more-likely-than-not recognition criterion is met, a tax position is measured based on the cumulative amount that is more-likely-than-not of being sustained upon examination by tax authorities to determine the amount of benefit to be recognized in the consolidated and combined carve-out financial statements. Interest and penalties related to uncertain tax positions is recognized in income tax expense in the consolidated and combined carve-out statement of income.

***Cash and cash equivalents***

Cash, banks deposits, time deposits and highly liquid investments with original maturities of three months or less are recognized as cash and cash equivalents.

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***Restricted cash and cash designated for acquisition***

Restricted cash includes balances deposited with a bank as required under debt facilities to settle withholding and other tax liabilities and other current obligations of the entity, principal and interest payments as required by the debt facilities and Egyptian pound balances in excess of Egyptian pound working capital needs, if any. Due to restrictions in Egypt, exchangeability between the Egyptian pound and other currencies has been more than temporarily lacking or limited. Restricted cash is classified as long-term when the settlement is more than 12 months from the balance sheet date or exchangeability with other currencies is more than temporarily lacking or limited. Cash designated for acquisition is classified as long-term and relates to the payment made on January 3, 2017 for the 51% interest in the entities owning and operating the *Höegh Grace*. Classification of restricted cash and cash designated for acquisition in the consolidated and combined carve-out statements of cash flows is as an operating, investing or financing activity when the purpose of the restriction or designation is directly related to operations, an investment or as collateral for borrowings, respectively.

***Trade receivables and allowance for doubtful accounts***

Trade receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is management's best estimate of the amount of probable credit losses in existing accounts receivable based on historical write-off experience and customer economic data. Account balances are charged off against the allowance when management believes that the receivable will not be recovered. The allowance for doubtful accounts was \$0 for the years ended December 31, 2016 and 2015.

***Deferred charges***

Deferred charges consist primarily of contract origination costs related directly to the negotiation and consummation of the time charter and are amortized over the term of the time charter. For direct financing leases, origination costs related to the time charter are reclassified to net investment in direct financing lease and amortized over the lease term using the effective interest method.

***Investments in (accumulated losses) and advances to joint ventures***

Investments in joint ventures are accounted for using the equity method of accounting. Under the equity method of accounting, investments are stated at initial cost and are adjusted for the Partnership's proportionate share of earnings or losses and dividend distributions. As of December 31, 2016 and 2015, the Partnership had an accumulated share of losses and the balance is classified on the consolidated balance sheet as a liability on the line accumulated losses of joint ventures.

Advances to joint ventures represent loan receivables due from the joint ventures and are recorded at cost. Interest on the advances to joint ventures is recorded to interest income in the consolidated and combined carve-out statements of income as incurred. The quarterly payments from joint ventures include a payment of interest for the first month of the quarter and repayment of principal. Interest is accrued for the last two months of the quarter for repayment after the full principal is repaid at the end of the loans. Payments of interest, including accrued interest repaid at the end of the loans, are treated as return on investment and included as a component of net cash provided by operating activities in the consolidated and combined carve-out statements cash flow. Payments of principal are included as a component of net cash provided by investing activities in the consolidated and combined carve-out statements cash flow.

Investments in joint ventures are evaluated for impairment when events or circumstances indicate that the carrying value of such investments may have experienced an other-than-temporary decline in value below its carrying value. If the estimated fair value is less than the carrying value, the carrying value is written down to its estimated fair value and the resulting impairment is recorded in the consolidated and combined carve-out statement of income.

Loan receivables are impaired when, based on current information and events, it is probable that the full amount of the receivable will not be collected. The amount of the impairment is measured as the difference between the present value of expected future cash flows discounted at the loan's effective interest rate and the carrying amount. The resulting impairment amount is recognized in earnings.

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***Inventory***

Inventory consists of bunker fuel maintained on the FSRUs, if it is owned by the FSRU-owning entity. Inventory is stated at the lower of cost or net realizable value. Cost is determined using the first-in, first-out method.

***Vessels***

All costs incurred during the construction of newbuildings, including interest and supervision and technical costs, are capitalized. The cost of an acquired vessel is the fair value. Vessels are stated at cost less accumulated depreciation. Depreciation is calculated on a straight-line basis over a vessel's estimated useful life, less an estimated residual value. Depreciation is calculated using an estimated useful life of 35 years for the FSRUs.

Modifications to the vessels, including the addition of new equipment, which improves or increases the operational efficiency, functionality or safety of the vessels, are capitalized. These expenditures are amortized over the estimated useful life of the modification.

Expenditures covering recurring routine repairs and maintenance are expensed as incurred.

Drydocking expenditures are capitalized when incurred and amortized over the period until the next anticipated drydocking. For vessels that are newly built, the "built-in overhaul" method of accounting is applied. Under the built-in overhaul method, costs of the newbuilding are segregated into costs that should be depreciated over the useful life of the vessel and costs that require drydocking at periodic intervals. The drydocking component is amortized until the date of the first drydocking following the delivery, upon which the actual drydocking cost is capitalized and the process is repeated. Costs of drydocking incurred to meet regulatory requirements or improve the vessel's operating efficiency, functionality or safety are capitalized. Costs incurred related to routine repairs and maintenance performed during drydocking are expensed.

***Impairment of long-lived assets***

Vessels are assessed for impairment when events or circumstances indicate the carrying amount of the asset may not be recoverable. When such events or changes in circumstances are present, the recoverability of vessels are assessed by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the vessel's net carrying value exceeds the net undiscounted cash flows expected to be generated over its remaining useful life, the carrying amount of the asset is reduced to its estimated fair value. An impairment loss is recognized based on the excess of the carrying amount over the fair value of the vessel.

***Intangibles and goodwill***

Intangible assets are initially measured at their fair value as of the acquisition date of a business combination. All intangible assets of the Partnership have a definite life. Intangible assets with a definite life are amortized over their useful life. Intangible assets with a definite life are tested for impairment whenever events or circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized if the carrying amount exceeds the estimated fair value of the asset.

In determining the useful lives of intangible assets, the expected use of the assets, the contractual provisions that limit the useful life and other economic factors are considered. The contract related intangibles and their useful lives are as follows:

<b>Intangible category</b>	<b>Useful life (Years)</b>
Above market time charter	3.4
Option for time charter extension	5.3

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The intangible for the above market value of the time charter contract associated with the *Höegh Gallant* is amortized to time charter revenue on a straight line basis over the remaining term of the contract. Höegh LNG and the Partnership have entered into an option agreement pursuant to which the Partnership has the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the existing charter in May 2020 until July 2025. The intangible for the option for time charter extension will be amortized on a straight line basis over the extension period starting in May 2020, subject to impairment testing for recoverability in the preceding periods.

Goodwill arises when an acquisition is accounted for under the purchase method of accounting. The assets acquired and liabilities assumed are recorded at their fair values as of the acquisition date. Any excess of the consideration over the net assets acquired is recorded as goodwill. Goodwill is not amortized and is tested annually for impairment of value and whenever events or circumstances indicate that the carrying amount may not be recoverable.

***Derivative instruments***

Interest rate swaps are used for the management of interest rate risk exposure. The interest rate swaps have the effect of converting a portion of the outstanding debt from a floating to a fixed rate over the life of the transactions.

All derivative instruments are initially recorded at fair value as either assets or liabilities in the consolidated balance sheet and are subsequently remeasured to fair value, regardless of the purpose or intent for holding the derivative. The method of recognizing the resulting gain or loss is dependent on whether the contract qualifies for hedge accounting.

For derivative instruments that are not designated or that do not qualify for hedge accounting, the changes in the fair value of the derivative instruments are recognized in earnings. In order to designate a derivative as a cash flow hedge, formal documentation of the relationship between the derivative and the hedged item is required. This documentation includes the strategy and risk management objective for undertaking the hedge and the method that will be used to assess the effectiveness of the hedge.

For derivative instruments qualifying as cash flow hedges, changes in the fair value of the effective portion of the derivative instruments are initially recorded in other comprehensive income as a component of total equity. Any hedge ineffectiveness is recognized immediately in earnings, as are any gains and losses or amortization on the derivative that are excluded from the assessment of hedge effectiveness. In the periods when the hedged items affect earnings, the associated fair value changes on the hedging derivatives are transferred from accumulated other comprehensive income to the gain (loss) on derivative instruments line in the consolidated and combined carve-out statement of income. If a cash flow hedge is terminated and the originally hedged item is still considered probable of occurring, the gains and losses initially recognized in accumulated other comprehensive income remain there until the hedged item impacts earnings, at which point they are amortized or transferred to gain (loss) on derivative instruments in the consolidated and combined carve-out statement of income. If the hedged items are no longer considered probable of occurring, amounts recognized in total equity are immediately transferred to the gain (loss) on derivative instruments in the consolidated and combined carve-out statement of income.

***Prepaid and deferred revenue***

Prepaid revenue includes prepayments of fees for charter hire, vessel operating expenses or other future services. Deferred revenues include payments from charterers for certain vessel modifications which is amortized over the charter or other reimbursements not meeting revenue recognition criteria.

***Deferred debt issuance costs and fair value of debt assumed***

Debt issuance costs, including arrangement fees and legal expenses, are deferred and presented as a direct deduction from the outstanding principal of the related debt in the consolidated balance sheet and amortized on an effective interest rate method over the term of the relevant loan. Amortization of debt issuance costs is included as a component of interest expense. If a loan or part of a loan is repaid early, any unamortized portion of the deferred debt issuance costs is recognized as interest expense proportionate to the amount of the early repayment in the period in which the loan is repaid.

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The discount or premium arising in a business combination for the difference in the fair value of the debt assumed compared to the outstanding principal is reported in the consolidated balance sheet as a direct adjustment to the outstanding principal of the related debt and amortized on an effective interest rate method over the term of the relevant loan. Amortization of fair value of the debt assumed is included as a component of interest expense. If a loan or part of a loan is repaid early, any unamortized portion of the discount or premium is recognized as interest expense proportionate to the amount of the early repayment in the period in which the loan is repaid.

***Use of estimates***

The preparation of financial statements in accordance with US GAAP requires that management make estimates and assumptions affecting the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates subject to such estimates and assumptions include revenue recognition, purchase price allocation, the useful lives of vessels, drydocking and the percentage of completion related to the Mooring.

***Recently adopted accounting pronouncements***

In August 2014, the Financial Accounting Standards Board (“FASB”) issued new guidance for *Presentation of Financial Statements – Going Concern*. The amendments provide guidance for management’s responsibility to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern within one year after the date the financial statements are issued and to provide related footnote disclosures. No disclosure is required if there is no substantial doubt an entity’s ability to continue as a going concern. The amendments are effective for annual periods ending after December 15, 2016, and including interim periods within those annual periods. The Partnership implemented this guidance which did not impact the Partnership’s consolidated financial statements.

In February 2015, the FASB issued revised guidance for consolidation, *Amendments to the Consolidation Analysis*. This guidance modifies the evaluation of whether limited partnerships and similar legal entities are variable interest entities or voting interest entities and affects the consolidation analysis of reporting entities that are involved with variable interest entities. All legal entities are subject to re-evaluation under the revised consolidation model. The amendment is effective for interim and annual reporting periods beginning after December 15, 2015. The Partnership’s adoption of this guidance did not impact the Partnership’s consolidated financial statements.

In November 2015, the FASB issued revised guidance for the classification of deferred taxes, *Balance Sheet Classification of Deferred Taxes*. Under the new guidance, companies are required to classify all deferred tax assets and liabilities as non-current on the balance sheet instead of separating deferred taxes into current and non-current amounts. Also, companies will no longer allocate valuation allowances between current and non-current deferred tax assets because those allowances also will be classified as non-current. The guidance may be adopted on either a prospective or retrospective basis. The guidance is effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. However, early adoption is permitted. The Partnership early adopted the guidance as of December 31, 2016 and has adjusted the consolidated balance sheet as of December 31, 2015 on a retrospective basis. The reclassification reduced current assets by \$381 and increased non-current assets by \$381 as of December 31, 2015, and the reclassification reduced current liabilities by \$450 and increased non-current liabilities by \$450 as of December 31, 2015.

There are no other recent accounting pronouncements, whose adoption had a material impact on the consolidated financial statements in the current year.

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***Recently issued accounting pronouncements***

In May 2014, the FASB issued a new accounting standard, *Revenue from Contracts with Customers*, as subsequently updated by the FASB. Under the new standard, an entity must identify performance obligations and the transaction price in a contract, and allocate the transaction price to specific performance obligations to recognized revenue when the obligations are completed. Revenue for most contracts with customers will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration that the entity expects to be entitled, subject to certain limitations. Under the new standard, additional qualitative and quantitative disclosures are required. The scope of this guidance does not apply to leases, financial instruments, guarantees and certain non-monetary transactions. However, the scope of the guidance does apply to the allocation of the transaction price to lease elements and non-lease elements. The standard is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The Partnership has made an initial assessment of the impact of this standard on its contracts for evaluating potential material effects of this standard on its consolidated financial statements when adopted. The most significant implementation matters for the Partnership involve the allocation of the transaction price, subject to certain limitations, to the lease element, which is covered by other guidance, and the non-lease or service element for which this guidance applies. Based upon the analysis to date, the Partnership does not expect material effects to the allocation of the transaction price to lease elements and service elements or material effects on the timing or amounts of revenue recognized under the guidance of this standard. The Partnership will complete detailed analysis on a contract by contract basis prior to implementing the standard and evaluating the disclosure requirements. The Partnership will implement the standard on January 1, 2018 and expects to apply the modified retrospective approach with the cumulative effect of initially applying the standard as an adjustment to the opening balance of equity.

In February 2016, the FASB issued revised guidance for leasing, *Leases*. The objective is to establish the principles that lessors and lessees shall apply to report useful information to users of financial statements about the amount, timing and uncertainty of cash flows arising from a lease. The standard is effective for annual periods beginning after December 15, 2018, and including interim periods within those annual periods. Early adoption is permitted. The Partnership is currently assessing the impact the adoption of this standard will have on the consolidated financial statements and related disclosures.

In August 2016, the FASB issued revised guidance for *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments*. The guidance clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The Partnership is currently assessing the impact the adoption of this standard will have on the consolidated statement of cash flows.

In November 2016, the FASB issued revised guidance for *Statement of Cash Flows: Restricted Cash*. The amendments require that the statement of cash flows explain the change during the period in the total cash, cash equivalents and amounts generally described as restricted cash when reconciling the beginning of period and end of period total amounts shown on the statement of cash flows. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. Early adoption is permitted. The Partnership is currently assessing the impact the adoption of this standard will have on the consolidated statement of cash flows.

In January 2017, the FASB issued revised guidance for *Business Combinations: Clarifying the Definition of a Business*. The amendments provide a framework to evaluate when an input and a substantive process are present in an acquisition to be considered a business and require entities to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets; if so, the set of transferred assets and activities is not a business. The new standard is to be applied prospectively to any transactions occurring within the period of adoption and is effective for public business entities for fiscal years beginning after December 15, 2017. Early adoption is permitted, including annual periods in which the financial statements have not been issued. The Partnership is currently assessing the impact the adoption of this standard will have on further acquisitions.

**3. Formation transactions and Initial Public Offering**

During August 2014, the following transactions in connection with the transfer of equity interests, shareholder loans and promissory notes and accrued interest to the Partnership and the IPO occurred:

*Capital contribution*

Höegh LNG contributed the following to the Partnership:

- (i) Its interests in Hoegh LNG Lampung Pte. Ltd., PT Hoegh LNG Lampung, SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd.;

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- (ii) Its shareholder loans made by Höegh LNG to each of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., in part to finance the operations of such joint ventures; and
- (iii) Its receivables for the \$40 million promissory note due to Höegh LNG as well as accrued interest on such note and two other promissory notes relating to Höegh LNG Lampung Pte. Ltd.;

These transactions have been accounted for as a capital contribution by Höegh LNG to the Partnership.

*Recapitalization of the Partnership*

- (i) The Partnership issued to Höegh LNG 2,116,060 common units and 13,156,060 subordinated units and 100% of incentive distribution rights (“IDRs”), which will entitle Höegh LNG to increasing percentages of the cash the Partnership distributes in excess of \$0.388125 per unit per quarter.
- (ii) The Partnership issued to Höegh LNG GP LLC, a wholly owned subsidiary of Höegh LNG, a non-economic general partner interest in the Partnership.

*Initial Public Offering*

- (i) The Partnership issued and sold through the underwriters to the public 11,040,000 common units (including 1,440,000 common units exercised pursuant to the underwriters’ option to purchase additional common units), representing approximately 42% limited partnership interest in the Partnership. The common units were sold for \$20.00 per unit resulting in gross proceeds of \$220.8 million. The net proceeds of the offering were approximately \$203.5 million. Net proceeds is after deduction of underwriters’ discounts, structuring fees and reimbursements and the incremental direct costs attributable to the IPO that were deferred and charged against the proceeds of the offering.
- (ii) The Partnership applied the net proceeds of the offering as follows: (i) \$140 million to make a loan to Höegh LNG in exchange for a note bearing interest at a rate of 5.88% per annum, (ii) \$20 million for general partnership purposes and (iii) the remainder of approximately \$43.5 million to make a cash distribution to Höegh LNG.

**Proceeds from IPO and application of funds**  
(in thousands of U.S. dollars)

Gross proceeds from IPO	\$ 220,800
Underwriters’ discounts, structuring fees and incremental direct IPO expenses	(17,333)
Net proceeds from IPO	<u>203,467</u>
Loan of initial public offering proceeds to Höegh LNG for demand note	(140,000)
Cash distribution of initial public offering proceeds to Höegh LNG	(43,467)
Cash retained for general partnership purposes	<u>\$ 20,000</u>

At the completion of the IPO, Höegh LNG owned 2,116,060 common units and 13,156,060 subordinated units, representing an approximate 58% limited partnership interest in the Partnership.

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*Agreements*

In connection with the IPO the Partnership entered into several agreements including:

- (i) An \$85 million revolving credit facility with Höegh LNG, which was undrawn at the closing of the IPO;
- (ii) An omnibus agreement with Höegh LNG, the general partner, and Höegh LNG Partners Operating LLC (the “operating company”) governing, among other things:
  - a. To what extent the Partnership and Höegh LNG may compete with each other;
  - b. The Partnership’s option to purchase from Höegh LNG all or a portion of its interests in an additional FSRU, the *Independence*, within 24 months after acceptance of such vessel by her charterer, subject to reaching an agreement with Höegh LNG regarding the purchase price and other terms in accordance with the provisions of the omnibus agreement and any rights AB Klaipėdos Nafta has under the related time charter, which the Partnership may exercise at one or more times during such 24-month period;
  - c. The Partnership’s rights of first offer on certain FSRUs and LNG carriers operating under charters of five or more years; and
  - d. Höegh LNG’s provision of certain indemnities to the Partnership.
- (iii) An administrative services agreement with Höegh LNG Services Ltd., UK (“Höegh UK”), pursuant to which Höegh UK provides certain administrative services to the Partnership; and
- (iv) Höegh UK has entered into administrative services agreements with Höegh LNG AS (“Höegh Norway”) and Leif Höegh (U.K.) Limited, pursuant to which Höegh Norway and Leif Höegh (U.K.) Limited provide Höegh UK certain administrative services. Additionally, the operating company has entered into an administrative services agreement with Leif Höegh (U.K.) Limited to allow Leif Höegh (U.K.) Limited to provide services directly to the operating company.

Existing agreements remain in place for provision of certain services to the Partnership’s vessel owning joint ventures or entity, of which the material agreements are as follows:

- The joint ventures are parties to ship management agreements with Höegh LNG Fleet Management AS (“Höegh LNG Management”) pursuant to which Höegh LNG Management provides the joint ventures with technical and maritime management and crewing of the *Neptune* and the *GDF Suez Cape Ann*, and Höegh Norway is a party to a sub-technical support agreement with Höegh LNG Management pursuant to which Höegh LNG Management provides technical support services with respect to the *PGN FSRU Lampung*; and
- The joint ventures are parties to commercial and administration management agreements with Höegh Norway, and PT Hoegh LNG Lampung is a party to a technical information and services agreement with Höegh Norway.

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**4. Business combinations**

On October 1, 2015, the Partnership closed the acquisition of 100% of the shares in Höegh LNG FSRU III Ltd., a Cayman Islands company, that indirectly owns the *Höegh Gallant*, for a total consideration of \$194.2 million. The *Höegh Gallant* was constructed by HHI and was delivered to Höegh LNG in November 2014. In April 2015, the *Höegh Gallant* began operating under a charter that expires in 2020 with EgyptCo. EgyptCo has a charter with EGAS that expires in April 2020. Additionally, Höegh LNG and the Partnership have entered into an option agreement pursuant to which the Partnership has the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025 at a rate equal to 90% of the rate payable pursuant to the current charter with EgyptCo, plus any incremental taxes or operating expenses as a result of the new charter.

The purchase price consisted of the cancellation of the \$140 million interest-bearing demand note due from Höegh LNG, the issuance of a seller's credit note of \$47 million and the establishment of a liability for a working capital adjustment of \$7.2 million. The acquisition of Höegh LNG FSRU III Ltd. was accounted for under the purchase method of accounting. Under this method, the purchase price is allocated to assets acquired and liabilities assumed based on their fair values as of the acquisition date. Any excess of the purchase price over the fair values is recognized as goodwill. The business is consolidated as of October 1, 2015 and part of the Majority held FSRUs segment.

The following table summarizes the fair values of assets acquired and liabilities assumed:

(in thousands of U.S dollars)

**Consideration**

Cancellation of demand note	\$ 140,000	
Seller's credit note	47,000	
Working capital adjustment	7,160	
		\$ 194,160

**Assets acquired**

Cash and cash equivalents	7,695	
Amounts due from affiliates	4,101	
Inventory	1,038	
Prepaid expenses and other receivables	199	
Vessel	355,700	
Intangibles: Above market time charter	11,000	
Intangibles: Option for time charter extension	8,000	
Other long term assets	86	
Total assets excluding goodwill		387,819

**Liabilities assumed**

Trade payables	(311)	
Amounts due from owners and affiliates	(773)	
Accrued liabilities and other payables	(4,304)	
Total long term debt	(184,698)	
Derivative instruments	(3,824)	
Total liabilities assumed		(193,910)

**Total identifiable net assets**

Goodwill		193,909
		251
<b>Total consideration</b>		\$ 194,160

Two contract related intangibles were identified. The Partnership recorded \$11.0 million for the favorable time charter contract with EgyptCo and \$8.0 million for the option for the time charter extension until 2025. Refer to note 2. c. Significant accounting policies; Intangibles and goodwill for information on the useful life and timing of amortization of the intangibles and note 12 for additional information. The fair value of the assets acquired and the liabilities assumed approximated the total consideration, therefore, the residual amount of \$0.3 million, was recognized as goodwill.

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Total revenues of \$11.8 million and net income of \$5.0 million have been included in the Partnership's consolidated statement of income from the acquisition date of October 1, 2015 through December 31, 2015.

The following unaudited pro forma information assumes the acquisition of the entity that indirectly owns the *Höegh Gallant* occurred as of January 1, 2014. The unaudited information is for illustration purposes only. The *Höegh Gallant* did not begin operations under the time charter until April 2015. Periods prior to that date reflect only costs incurred during the construction and pre-contract period of operations and would not be indicative of the results that the Partnership will experience going forward.

**Unaudited pro forma information**  
(in thousands of U.S. dollars)

	Year ended December 31,	
	2015	2014
Total revenues	\$ 77,905	\$ 75,855
Net income (loss)	\$ 28,975	\$ (9,179)

Existing agreements remain in place for the time charter of the *Höegh Gallant* and receipt of certain services, of which the material agreements are as follows:

- Hoegh LNG Cyprus Limited acting through its Egyptian Branch has a Lease and Maintenance Agreement (the "time charter") with EgyptCo for the lease and maintenance of the *Höegh Gallant* and the provision of crew and certain ship management services for a combined daily hire rate. The time charter started in April 2015 with an expiration date in April 2020; and
- Hoegh LNG Cyprus Limited acting through its Egyptian Branch is party to a ship management agreement with Höegh LNG Management pursuant to which Höegh LNG Management provides the technical management of the *Höegh Gallant*, and Hoegh LNG Maritime Management Pte. Ltd. ("Höegh Maritime Management") is a party to a secondment agreement, as amended, with Hoegh LNG Cyprus Limited pursuant to which Höegh Maritime Management provides qualified crew for the *Höegh Gallant*.

**5. Segment information**

There are two operating segments. The segment profit measure is Segment EBITDA, which is defined as earnings before interest, taxes, depreciation, amortization and other financial items (gains and losses on derivative instruments and other items, net). Segment EBITDA is reconciled to operating income and net income in the segment presentation below. The two segments are "Majority held FSRUs" and "Joint venture FSRUs." In addition, unallocated corporate costs that are considered to benefit the entire organization and interest income from advances to joint ventures and the demand note due from Höegh LNG and interest expense related to the seller's credit note and the outstanding balance on the \$85 million revolving credit facility are included in "Other."

For the years ended December 31, 2016 and 2015, Majority held FSRUs includes the direct financing lease related to the *PGN FSRU Lampung* and the operating lease related to the *Höegh Gallant* from the acquisition date of October 1, 2015. For the year ended December 31, 2014, Majority held FSRUs includes the direct financing lease related to the *PGN FSRU Lampung* and construction contract revenues and expenses of the Mooring. The Mooring was constructed on behalf of, and was sold to, PGN LNG and was accounted for using the percentage of completion method. The Mooring project was completed as of December 31, 2014.

As of December 31, 2016, 2015 and 2014, Joint venture FSRUs include two 50% owned FSRUs, the *Neptune* and the *GDF Suez Cape Ann*, that operate under long term time charters with one charterer.

The accounting policies applied to the segments are the same as those applied in the consolidated and combined carve-out financial statements, except that Joint venture FSRUs are presented under the proportional consolidation method for the segment note and under equity accounting for the consolidated and combined carve-out financial statements. Under the proportional consolidation method, 50% of the Joint venture FSRUs' revenues, expenses and assets are reflected in the segment note. Management monitors the results of operations of joint ventures under the proportional consolidation method and not the equity method of accounting.

In time charters, the charterer, not the Partnership, controls the choice of locations or routes the FSRUs serve. Accordingly, the presentation of information by geographical region is not meaningful. The following tables include the results for the segments for the years ended December 31, 2016, 2015 and 2014.

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**Year ended December 31, 2016**

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations (1)	Consolidated reporting
Time charter revenues	\$ 91,107	43,272	—	134,379	(43,272)	\$ 91,107
<b>Total revenues</b>	91,107	43,272	—	134,379	—	91,107
Operating expenses	(19,043)	(9,107)	(6,755)	(34,905)	9,107	(25,798)
Construction contract expenses	(315)	—	—	(315)	—	(315)
Equity in earnings (losses) of joint ventures	—	—	—	—	16,622	16,622
<b>Segment EBITDA</b>	<b>71,749</b>	<b>34,165</b>	<b>(6,755)</b>	<b>99,159</b>	—	—
Depreciation and amortization	(10,552)	(9,525)	—	(20,077)	9,525	(10,552)
<b>Operating income (loss)</b>	<b>61,197</b>	<b>24,640</b>	<b>(6,755)</b>	<b>79,082</b>	—	<b>71,064</b>
Gain (loss) on derivative instruments	1,839	7,092	—	8,931	(7,092)	1,839
Other financial income (expense), net	(23,381)	(15,110)	(4,273)	(42,764)	15,110	(27,654)
<b>Income (loss) before tax</b>	<b>39,655</b>	<b>16,622</b>	<b>(11,028)</b>	<b>45,249</b>	—	<b>45,249</b>
Income tax expense	(3,852)	—	(20)	(3,872)	—	(3,872)
<b>Net income (loss)</b>	<b>\$ 35,803</b>	<b>16,622</b>	<b>(11,048)</b>	<b>41,377</b>	—	<b>\$ 41,377</b>

(1) Eliminations reverse each of the income statement line items of the proportional consolidation amounts for Joint venture FSRUs and record the Partnership's share of the Joint venture FSRUs' net income (loss) to Equity in earnings (loss) of joint ventures.

**As of December 31, 2016**

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations (1)	Consolidated reporting
Vessels, net of accumulated depreciation	\$ 342,591	274,932	—	617,523	(274,932)	\$ 342,591
Net investment in direct financing lease	290,111	—	—	290,111	—	290,111
Goodwill	251	—	—	251	—	251
Advances to joint ventures	—	—	7,218	7,218	—	7,218
<b>Total assets</b>	<b>698,869</b>	<b>298,712</b>	<b>111,598</b>	<b>1,109,179</b>	<b>(298,712)</b>	<b>810,467</b>
Accumulated losses of joint ventures	—	—	50	50	(25,936)	(25,886)
Expenditures for newbuildings, vessels & equipment	537	783	—	1,320	(783)	537
Expenditures for drydocking	—	135	—	135	(135)	—
Principal repayment direct financing lease	3,192	—	—	3,192	—	3,192
Amortization of above market contract	\$ 2,405	—	—	2,405	—	\$ 2,405

(1) Eliminations reverse each of the income statement line items of the proportional consolidation amounts for Joint venture FSRUs and record the Partnership's share of the Joint venture FSRUs' net income (loss) to Equity in earnings (loss) of joint ventures.

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**Year ended December 31, 2015**

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations (1)	Consolidated reporting
Time charter revenues	\$ 57,465	42,698	—	100,163	(42,698)	\$ 57,465
<b>Total revenues</b>	<b>57,465</b>	<b>42,698</b>	<b>—</b>	<b>100,163</b>	<b>—</b>	<b>57,465</b>
Operating expenses	(12,346)	(9,493)	(6,066)	(27,905)	9,493	(18,412)
Equity in earnings (losses) of joint ventures	—	—	—	—	17,123	17,123
<b>Segment EBITDA</b>	<b>45,119</b>	<b>33,205</b>	<b>(6,066)</b>	<b>72,258</b>	<b>—</b>	<b>—</b>
Depreciation and amortization	(2,653)	(9,227)	—	(11,880)	9,227	(2,653)
<b>Operating income (loss)</b>	<b>42,466</b>	<b>23,978</b>	<b>(6,066)</b>	<b>60,378</b>	<b>—</b>	<b>53,523</b>
Gain (loss) on derivative instruments	949	9,246	—	10,195	(9,246)	949
Other financial income (expense), net	(18,275)	(16,101)	5,395	(28,981)	16,101	(12,880)
<b>Income (loss) before tax</b>	<b>25,140</b>	<b>17,123</b>	<b>(671)</b>	<b>41,592</b>	<b>—</b>	<b>41,592</b>
Income tax expense	(333)	—	20	(313)	—	(313)
<b>Net income (loss)</b>	<b>\$ 24,807</b>	<b>17,123</b>	<b>(651)</b>	<b>41,279</b>	<b>—</b>	<b>\$ 41,279</b>

- (1) Eliminations reverse each of the income statement line items of the proportional consolidation amounts for Joint venture FSRUs and record the Partnership's share of the Joint venture FSRUs' net income (loss) to Equity in earnings (loss) of joint ventures.

**As of December 31, 2015**

(in thousands of U.S. dollars)	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations (1)	Consolidated reporting
Vessels, net of accumulated depreciation	\$ 353,078	283,539	—	636,617	(283,539)	\$ 353,078
Net investment in direct financing lease	293,303	—	—	293,303	—	293,303
Goodwill	251	—	—	251	—	251
Advances to joint ventures	—	—	13,991	13,991	—	13,991
<b>Total assets</b>	<b>736,108</b>	<b>303,390</b>	<b>27,635</b>	<b>1,067,133</b>	<b>(303,390)</b>	<b>763,743</b>
Accumulated losses of joint ventures	—	—	50	50	(42,557)	(42,507)
Expenditures for newbuildings, vessels & equipment	955	11,431	—	12,386	(11,431)	955
Expenditures for drydocking	—	1,664	—	1,664	(1,664)	—
Principal repayment direct financing lease	2,919	—	—	2,919	—	2,919
Amortization of above market contract	\$ 605	—	—	605	—	\$ 605

- (1) Eliminations reverse each of the income statement line items of the proportional consolidation amounts for Joint venture FSRUs and record the Partnership's share of the Joint venture FSRUs' net income (loss) to Equity in earnings (loss) of joint ventures.

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(in thousands of U.S. dollars)	Year ended December 31, 2014					Consolidated and combined carve-out reporting
	Majority held FSRUs	Joint venture FSRUs (proportional consolidation)	Other	Total Segment reporting	Eliminations (1)	
Time charter revenues	\$ 22,227	41,319	—	63,546	(41,319)	\$ 22,227
Construction contract revenues	51,868	—	—	51,868	—	51,868
Other revenue	474	—	—	474	—	474
<b>Total revenues</b>	<b>74,569</b>	<b>41,319</b>	<b>—</b>	<b>115,888</b>	<b>—</b>	<b>74,569</b>
Operating expenses	(13,689)	(8,485)	(6,213)	(28,387)	8,485	(19,902)
Construction contract expenses	(38,570)	—	—	(38,570)	—	(38,570)
Equity in earnings of joint ventures	—	—	—	—	(5,330)	(5,330)
<b>Segment EBITDA</b>	<b>22,310</b>	<b>32,834</b>	<b>(6,213)</b>	<b>48,931</b>	<b>—</b>	<b>—</b>
Depreciation and amortization	(1,317)	(9,148)	—	(10,465)	9,148	(1,317)
<b>Operating income (loss)</b>	<b>20,993</b>	<b>23,686</b>	<b>(6,213)</b>	<b>38,466</b>	<b>—</b>	<b>9,450</b>
Gain (loss) on derivative instruments	(161)	(11,878)	—	(12,039)	11,878	(161)
Other financial income (expense), net	(11,952)	(17,138)	4,458	(24,632)	17,138	(7,494)
<b>Income (loss) before tax</b>	<b>8,880</b>	<b>(5,330)</b>	<b>(1,755)</b>	<b>1,795</b>	<b>—</b>	<b>1,795</b>
Income tax benefit (expense)	(505)	—	24	(481)	—	(481)
<b>Net income (loss)</b>	<b>\$ 8,375</b>	<b>(5,330)</b>	<b>(1,731)</b>	<b>1,314</b>	<b>—</b>	<b>\$ 1,314</b>

(1) Eliminations reverse each of the income statement line items of the proportional consolidation amounts for Joint venture FSRUs and record the Partnership's share of the Joint venture FSRUs' net income (loss) to Equity in earnings (loss) of joint ventures.

For the years ended December 31, 2016, 2015 and 2014, the percentage of consolidated and combined carve-out total revenues from the following customers accounted for over 10% of the consolidated and combined carve-out total revenues:

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
PT PGN LNG Indonesia	50%	79%	100%
Höegh LNG Egypt LLC	50%	21%	—

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**6. Time charter revenues and net investment in direct financing lease**

As of December 31, 2016, the minimum contractual future revenues to be received under the time charters for the *PGN FSRU Lampung* and the *Höegh Gallant* during the next five years and thereafter are as follows:

(in thousands of U.S. dollars)	Total
2017	\$ 88,748
2018	88,748
2019	88,748
2020	55,670
2021	39,131
Thereafter	502,348
<b>Total</b>	<b>\$ 863,393</b>

The long-term time charter for the *PGN FSRU Lampung* with PGN LNG has an initial term of 20 years from the acceptance date of October 30, 2014 and the contract expires in 2034. The time charter hire payments began July 21, 2014 when the project was ready to begin commissioning. The lease element of the time charter is accounted for as a direct financing lease. The minimum contractual future revenues in the table above include the fixed payments for the lease and services elements for the initial term but exclude the variable fees from the charterer for vessel operating expenses and reimbursement of tax expenses. The charterer has an option to purchase the *PGN FSRU Lampung*, which can be exercised after the third anniversary of the commencement of the charter until the twentieth anniversary, at stated prices in the time charter. The minimum contractual future revenues do not include the option price. The time charter also provides options for the charterer to extend the lease term for two five year periods. Unexercised option periods are excluded from the minimum contractual future revenues.

The long-term time charter for the *Höegh Gallant* with EgyptCo, a subsidiary of Höegh LNG, has an initial term of five years from April 2015 and the contract expires in 2020. The lease element of the time charter is accounted for as an operating lease. The minimum contractual future revenues in the table above include the fixed payments for the lease element and the services element which also covers the vessel operating expenses and taxes. Pursuant to an option agreement, the Partnership has the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the EgyptCo charter until July 2025 at a rate equal to 90% of the rate payable pursuant to the current charter with EgyptCo, plus any incremental taxes or operating expenses as a result of the new charter. Unexercised option periods are excluded from the minimum contractual future revenues.

The lease element of time charter hire for the *PGN FSRU Lampung* is recognized over the lease term using the effective interest rate method and is included in time charter revenues. The direct financing lease is reflected on the consolidated balance sheets as net investment in direct financing lease, a receivable, as follows:

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(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Minimum lease payments	\$ 589,074	\$ 589,074
Unguaranteed residual value	146,000	146,000
Unearned income	(440,606)	(440,606)
Initial direct cost, net	3,095	3,095
Net investment in direct financing lease	297,563	297,563
Principal repayment and amortization	(7,452)	(4,260)
Net investment in direct financing lease at December 31	290,111	293,303
Less: Current portion	(3,485)	(3,192)
Long term net investment in direct financing lease	<u>\$ 286,626</u>	<u>\$ 290,111</u>

There was no allowance for doubtful accounts as of December 31, 2016 and 2015.

**7. Construction contract revenues**

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
Construction contract revenue	\$ —	—	\$ 51,868
Construction contract expenses	(315)	—	(38,570)
Recognized contract margin (loss)	<u>\$ (315)</u>	<u>—</u>	<u>\$ 13,298</u>

PGN LNG formally accepted the *PGN FSRU Lampung* and signed the Certificate of Acceptance on October 30, 2014 which was the condition for the final payment related to the Mooring. As such the Mooring project was 100% completed as of December 31, 2014. PGN LNG issued invoices for delay liquidated damages of \$7.1 million related to claims from PGN LNG on the project for the year end December 31, 2014. Subsequent to December 31, 2014, an understanding with PGN LNG was reached under which no delay liquidated damages were payable. Due to this subsequent event, no delay liquidated damages were reflected in the construction contract expenses for the year ended December 31, 2014. Refer to note 20. As of December 31, 2014, the Partnership recorded a warranty allowance of \$2.0 million to construction contract expenses for technical issues that required the replacement of equipment parts for the Mooring. Refer to note 20. As of December 31, 2015, approximately \$1.0 million of the allowance had been used and the remaining warranty allowance was \$1.0 million.

As of December 31, 2016, approximately \$1.0 million of the warranty allowance had been used. The final replacement parts have been ordered and an updated estimate has been prepared for the installation cost to complete the warranty replacements. The revised estimate exceeded the remaining warranty allowance. As a result, an additional warranty provision of \$0.3 million was recorded as of June 30, 2016. The Partnership anticipates that part of the costs incurred for the remaining warranty replacements, net of deductible amounts, will be recoverable under the Partnership's insurance coverage. An insurance claim will be filed with the insurance carrier when the costs have been incurred. The insurance claims can only be recognized in the consolidated and combined carve-out financial statements when the claims submitted are probable of recovery. The installation of the replacement parts is expected to occur in 2017. The Partnership is indemnified by Höegh LNG for all warranty provisions at the time the costs are incurred, subject to repayment to the extent recovered by insurance. Refer to notes 17 and 20.

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**8. Financial income (expense), net**

The components of financial income (expense), net are as follows:

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
<b>Interest income</b>	\$ 857	7,568	\$ 4,959
<b>Interest expense:</b>			
Interest expense	(21,990)	(14,099)	(9,163)
Commitment fees	(1,175)	(1,191)	(1,587)
Amortization of debt issuance cost and fair value of debt assumed	(2,013)	(2,480)	(4,362)
Capitalized interest	—	—	5,447
<b>Total interest expense</b>	<u>(25,178)</u>	<u>(17,770)</u>	<u>(9,665)</u>
<b>Gain (loss) on derivative instruments</b>	1,839	949	(161)
<b>Other items, net:</b>			
Foreign exchange gain (loss)	(383)	(16)	124
Bank charges, fees and other	(183)	(77)	(84)
Withholding tax on interest expense and other	(2,767)	(2,585)	(2,828)
<b>Total other items, net</b>	<u>(3,333)</u>	<u>(2,678)</u>	<u>(2,788)</u>
Total financial income (expense), net	<u>\$ (25,815)</u>	<u>(11,931)</u>	<u>\$ (7,655)</u>

Interest income related to the demand note due from Höegh LNG from its inception date of August 12, 2014 until its cancellation on October 1, 2015 and the advances to the joint ventures for each of the years ended December 31, 2016, 2015 and 2014. Interest expense related to the seller's credit note, revolving credit facility from the first utilization in August 2016 (notes 14, 17 and 18), the Lampung facility (notes 14 and 18) from its initial drawdown on March 4, 2014, the Gallant facility (notes 14 and 18) from the acquisition date on October 1, 2015, and loans and promissory notes due to owners and affiliates until the closing date of the IPO on August 12, 2014. Refer to note 17.

**9. Income tax**

The components of income tax expense recognized in the consolidated and combined carve-out statements of income are as follows:

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
Total current tax (benefit) expense	\$ 2,553	136	\$ 505
Deferred tax (benefit) expense for			
Change in temporary differences	3,864	4,388	1,878
Tax loss and tax credit carried forward	2,016	(153)	(3,390)
Change in valuation allowance	(4,561)	(4,058)	1,488
Total deferred tax (benefit) expense	<u>1,319</u>	<u>177</u>	<u>(24)</u>
Total income tax (benefit) expense	<u>\$ 3,872</u>	<u>313</u>	<u>\$ 481</u>

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The reconciliation of the income before tax at the statutory rate in the Marshall Islands to the actual income tax expense for each year is as follows:

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
Income before tax	\$ 45,249	41,592	\$ 1,795
<b>At applicable statutory tax rate</b>			
Amount computed at corporate tax of 0%	—	—	—
Foreign tax rate differences	3,258	3,960	(1,429)
<b>Permanent differences:</b>			
Non deductible interest expense	5,243	—	—
Non deductible withholding tax	782	777	905
Tax exemptions	(28)	(27)	(29)
Non deductible other financial items	214	580	286
Non deductible (taxable) foreign exchange gain (loss)	4	32	61
Other non deductible costs	(35)	102	198
Tax credits	(1,005)	(1,053)	(999)
Adjustment for valuation allowance	(4,561)	(4,058)	1,488
Tax expense (benefit) for year	\$ 3,872	313	\$ 481

Deferred tax (benefit) expense recognized in the consolidated and combined carve-out statements of comprehensive income as a component of other comprehensive income (“OCI”) are as follows:

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
Cash flow hedge derivative instruments	\$ 378	395	\$ (2,374)
Valuation allowance	—	—	390
<b>Deferred tax (benefit) expense recognized in OCI</b>	\$ 378	395	\$ (1,984)

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Deferred income tax assets (liabilities) are summarized as follows:

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
<b>Deferred tax assets:</b>		
Direct financing lease	\$ —	\$ 2,129
Accrued liabilities and other payables	369	279
Derivative instruments	1,601	1,979
Other equipment	13	11
Tax credits carried forward	1,504	1,243
Tax loss carryforward	40	2,317
Valuation allowance	(40)	(4,602)
<b>Deferred tax liabilities:</b>		
Deferred debt issuance cost	—	(87)
Accrued interest income	(3,060)	(2,337)
Accrued liabilities and other payables	(4)	—
Direct financing lease	(1,188)	—
<b>Deferred tax assets (liabilities), net</b>	<b>\$ (765)</b>	<b>\$ 932</b>

The Partnership is not subject to Marshall Islands corporate income taxes. The Partnership is subject to tax for earnings of its subsidiaries incorporated in Singapore, Indonesia, Cyprus and the UK. For the years ended December 31, 2016 and 2015, the tax expense principally related to subsidiaries in Indonesia and Singapore. For the year ended December 31, 2014, the tax expense principally related to the Singapore subsidiary. The Singapore subsidiary's taxable income mainly arises from internal interest income. For the year ended December 31, 2016, limitations on deductibility of interest expense were applied to the Indonesian subsidiary as a result of new regulations (refer to note 20), increasing taxable income and utilizing all the remaining tax loss carryforward from 2014 for which a valuation allowance was recorded. As described below, the income tax expense was impacted by the uncertain tax position arising in 2013. For the year ended December 31, 2015, the Indonesian subsidiary partly utilized the tax loss carryforward from 2014. The Indonesian subsidiary incurred a tax loss for which a valuation allowance was recorded for the year ended December 31, 2014.

A valuation allowance for deferred tax assets is recorded when it is more-likely-than-not that some or all of the benefit will not be realized based on consideration of all the positive and negative evidence. Given the lack of historical operations in Indonesia, management of the Partnership concluded a valuation allowance should be established to reduce the deferred tax assets to the amount deemed more-likely-than-not of realization for the years ended December 31, 2015 and 2014. Management concluded that \$1,979 and \$1,985 of the deferred tax assets were more-likely-than-not to be realized over the term of the interest rate swaps related to the Lampung facility and recognized deferred tax assets for those amounts for the years ended December 31, 2015 and 2014, respectively. As of December 31, 2016, the Indonesian subsidiary had generated taxable income for several years and was in a net deferred tax liability position. As a result, management concluded that all deferred tax assets for the Indonesian subsidiary were more-likely-than-not to be realized. A reduction in the valuation allowance of \$4,561 and \$4,058 was recorded to income tax expense in the consolidated and combined carve-out statement of income for the years ended December 31, 2016 and 2015. Deferred tax expense for the change in the valuation allowance of \$1,488 was recorded to income tax expense in the consolidated and combined carve-out statement of income and consolidated and combined carve-out statement of comprehensive income for the year ended December 31, 2014.

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Benefits of uncertain tax positions are recognized when it is more-likely-than-not that a tax position taken in a tax return will be sustained upon examination based on the technical merits of the position. In 2013, a tax loss was incurred in Indonesia principally due to unrealized losses on foreign exchange that does not impact the income statement prepared in the functional currency of U.S. dollars. In 2014, the Indonesia authorities approved the change of currency for tax reporting to U.S. dollars. Under existing tax law, it is not clear if the prior year tax loss carryforward from foreign exchange losses can be utilized when the tax reporting currency is subsequently changed. Due to the uncertainty of this tax position, a provision was recognized for the year ended December 31, 2013 and the resulting unrecognized tax benefit was \$2,626. There was no change in the unrecognized tax benefits as of December 31, 2014. For the years ended December 31, 2016 and 2015, the generation of taxable income resulted in the utilization of \$2,500 and \$126 of the 2013 tax loss carryforward which was not recognized due to the uncertainty of this tax position. As a result, taxable income for the Indonesian subsidiary for the year ended December 31, 2016 exceeded the remaining 2014 tax loss carryforward and a long-term income tax payable of \$2,228 was recorded for the uncertain tax position.

Tax loss carryforward of \$40 expires in 2020 and 2021. Tax credits carried forward of \$464 and \$1,040 expire in 2017 and 2018, respectively.

**10. Other long-term assets and other long-term liabilities**

The components other long-term assets are as follows:

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Refundable value added tax on import	\$ 6,099	\$ 10,064
Long-term receivable	6,195	—
Other long-term assets	106	86
Total other long-term assets	<u>\$ 12,400</u>	<u>\$ 10,150</u>

Refundable value added tax was paid in Indonesia in local currency on the import of *PGN FSRU Lampung* into the country in 2014. The original balance was reduced for net value added tax incurred for the years ended December 31, 2016, 2015 and 2014. The receivable can be recovered by requesting a refund from the tax authorities for the net outstanding balance as of a given date or applying future periods net value added tax liabilities against the receivable. The process to obtain a refund takes more than twelve months. The Partnership is evaluating whether to request a refund or continue to apply value added tax liabilities as incurred against the receivable. The charterer provided an advance for the funding of the refundable value added tax on import.

The current portion and long term advance for refundable value added tax, as of December 31, 2016 and 2015, were as follows:

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Total advance for refundable value added tax on import	\$ 11,639	\$ 17,428
Less: Current portion of advance for refundable value added tax (note 15)	(404)	(2,795)
Long term advances for value added tax recorded in other long-term liabilities	<u>\$ 11,235</u>	<u>\$ 14,633</u>

During 2016 and 2015, repayments of \$6.2 million and \$4.7 million were made to PGN LNG for the advance.

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**11. Vessels and other equipment**

(in thousands of U.S. dollars)	Vessel	Dry-docking	Total
Historical cost December 31, 2014	\$ —	—	\$ —
Additions	352,433	3,267	355,700
Historical cost December 31, 2015	352,433	3,267	355,700
Depreciation for the year	(2,422)	(200)	(2,622)
Accumulated depreciation December 31, 2015	(2,422)	(200)	(2,622)
<b>Vessels, net, December 31, 2015</b>	<b>350,011</b>	<b>3,067</b>	<b>353,078</b>
Historical cost December 31, 2015	352,433	3,267	355,700
Additions	—	—	—
Historical cost December 31, 2016	352,433	3,267	355,700
Depreciation for the year	(9,687)	(800)	(10,487)
Accumulated depreciation December 31, 2016	(12,109)	(1,000)	(13,109)
<b>Vessels, net, December 31, 2016</b>	<b>\$ 340,324</b>	<b>2,267</b>	<b>\$ 342,591</b>

As of December 31, 2016, other equipment consists principally of warehouse, office equipment and computers. Other equipment of \$726 is recorded net of accumulated depreciation of \$134 in the consolidated balance sheet as of December 31, 2016. As of December 31, 2015, other equipment consists principally of office equipment and computers. Other equipment of \$189 is recorded net of accumulated depreciation of \$70 in the consolidated balance sheet as of December 31, 2015. Depreciation expense for other equipment was \$65, \$31 and \$31 for the years ended December 31, 2016, 2015 and 2014, respectively.

**12. Intangibles and goodwill**

(in thousands of U.S. dollars)	Above market time charter	Option for time charter extension	Total Intangibles	Goodwill	Total
Historical cost December 31, 2014	\$ —	—	—	—	\$ —
Additions	11,000	8,000	19,000	251	19,251
Historical cost December 31, 2015	11,000	8,000	19,000	251	19,251
Amortization for the year	(605)	—	(605)	—	(605)
Accumulated amortization, December 31, 2015	(605)	—	(605)	—	(605)
<b>Intangibles and goodwill, December 31, 2015</b>	<b>10,395</b>	<b>8,000</b>	<b>18,395</b>	<b>251</b>	<b>18,646</b>
Historical cost December 31, 2015	11,000	8,000	19,000	251	19,251
Additions	—	—	—	—	—
Historical cost December 31, 2016	11,000	8,000	19,000	251	19,251
Amortization for the year	(2,405)	—	(2,405)	—	(2,405)
Accumulated amortization, December 31, 2016	(3,010)	—	(3,010)	—	(3,010)
<b>Intangibles and goodwill, December 31, 2016</b>	<b>\$ 7,990</b>	<b>8,000</b>	<b>15,990</b>	<b>251</b>	<b>\$ 16,241</b>

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The intangible for the above market value of the time charter contract associated with the *Höegh Gallant* is amortized to time charter revenue on a straight line basis over the remaining term of the contract. Höegh LNG and the Partnership have entered into an option agreement pursuant to which the Partnership has the right to cause Höegh LNG to charter the *Höegh Gallant* from the expiration or termination of the existing charter in May 2020 until July 2025. The intangible for the option for time charter extension will be amortized on a straight line basis over the extension period starting in May 2020, subject to impairment testing for recoverability in the preceding periods. Goodwill is not amortized. There is no accumulated impairment loss recognized as of December 31, 2016 and 2015.

The following table presents estimated future amortization expense for the intangibles:

(in thousands of U.S. dollars)	Total
2017	\$ 2,398
2018	2,398
2019	2,398
2020	1,818
2021	1,522
2022 and thereafter	\$ 5,456

**13. Advances to joint ventures**

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Current portion of advances to joint ventures	\$ 6,275	\$ 7,130
Long-term advances to joint ventures	943	6,861
Advances/shareholder loans to joint ventures	\$ 7,218	\$ 13,991

The Partnership had advances of \$3.9 million and \$7.2 million due from SRV Joint Gas Ltd. as of December 31, 2016 and 2015, respectively. The Partnership had advances of \$3.3 million and \$6.8 million due from SRV Joint Gas Two Ltd. as of December 31, 2016 and 2015, respectively.

The advances consist of shareholder loans where the principal amounts, including accrued interest, are repaid based on available cash after servicing of long-term bank debt. The shareholder loans are due not later than the 12th anniversary of delivery date of each FSRU. The *Neptune* and the *GDF Suez Cape Ann* were delivered on November 30, 2009 and June 1, 2010, respectively. The shareholder loans are subordinated to the joint ventures' long-term bank debt. Under terms of the shareholder loan agreements, the repayments shall be prioritized over any dividend payment to the owners of the joint ventures. The shareholder loans bear interest at a fixed rate of 8.0% per year. The other joint venture partners have, on a combined basis, an equal amount of shareholder loans outstanding at the same terms to each of the joint ventures.

The shareholder loans financed part of the construction of the vessels and operating expenses until the delivery and commencement of the operations of the *Neptune* and the *GDF Suez Cape Ann*. In 2011, the joint ventures began repaying principal and a portion of the interest expense based on available cash after servicing of the external debt. The quarterly payments include a payment of interest for the first month of the quarter and a repayment of principal. Interest is accrued for the last two months of the quarter for repayment after the full principal is repaid at the end of the loans. Since the shareholder loans are subordinated to long-term bank debt, the repayment plan is subject to quarterly discretionary revisions based on available cash after servicing of the long-term bank debt.

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**14. Long-term debt**

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
<i>Lampung facility:</i>		
Export credit tranche	\$ 138,868	\$ 153,755
FSRU tranche	35,340	39,517
<i>Gallant facility:</i>		
Commercial tranche	130,222	139,701
Export credit tranche	36,667	40,333
Outstanding principal	341,097	373,306
Lampung facility unamortized debt issuance cost	(9,357)	(11,745)
Gallant facility unamortized fair value of debt assumed	908	1,282
Total debt	332,648	362,843
Less: Current portion of long-term debt	(32,208)	(32,208)
Long-term debt	<u>\$ 300,440</u>	<u>\$ 330,635</u>

*Lampung facility*

In September 2013, PT Hoegh LNG Lampung (the “Borrower”) entered into a secured \$299 million term loan facility (the “Lampung facility”) with a syndicate of banks and an export credit agency for the purpose of financing a portion of the construction of the *PGN FSRU Lampung* and the Mooring. Höegh LNG is the guarantor for the Lampung facility. The facility was drawn in installments as construction was completed. The term loan facility includes two commercial tranches, the FSRU tranche and the Mooring tranche, and the export credit tranche. The interest rates vary by tranche. The full principal amount on the Mooring tranche and accrued interest was repaid in 2014.

The FSRU tranche has an interest rate of LIBOR plus a margin of 3.4%. The interest rate for the export credit tranche is LIBOR plus a margin of 2.3%. The FSRU tranche is repayable quarterly over 7 years with a final balloon payment of \$16.5 million. The export credit tranche is repayable in quarterly installments over 12 years assuming the balloon payment of the FSRU tranche is refinanced. If not, the export credit agent can exercise a prepayment right for repayment of the outstanding balance upon maturity of the FSRU tranche. The weighted average interest rate, excluding the impact of the associated interest rate swaps, for the years ended December 31, 2016 and 2015 was 4.54% and 4.09%, respectively.

The primary financial covenants under the Lampung facility are as follows:

- Borrower must maintain a minimum debt service coverage ratio of 1.10 to 1.00 for the preceding nine-month period tested beginning from the second quarterly repayment date of the export credit tranche and on each quarterly repayment date thereafter;
- Guarantor’s book equity must be greater than the higher of (i) \$200 million and (ii) 25% of total assets; and
- Guarantor’s free liquid assets (cash and cash equivalents or available draws on credit facilities) must be greater than \$20 million.

As of December 31, 2016 and 2015, the Borrower and the guarantor were in compliance with the financial covenants.

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Höegh LNG, as guarantor, has issued the following guarantees related to the Lampung facility that remain in effect as of December 31, 2016: (a) an unconditional and irrevocable on-demand guarantee for the repayment of the balloon repayment installment of the FSRU tranche callable only at final maturity of the FSRU tranche; (b) an unconditional and irrevocable on-demand guarantee for all amounts due in respect of the export credit agent in the event that the export credit agent exercises its prepayment right for the export credit tranche if the FSRU tranche is not refinanced; and (c) undertaking that, if the time charter is terminated for an event of vessel force majeure, that under certain conditions, a guarantee will be provided for the outstanding debt, less insurance proceeds for vessel force majeure. In addition, all project agreements and guarantees are assigned to the bank syndicate and the export credit agent, all cash accounts and the shares in PT Hoegh LNG Lampung and Hoegh LNG Lampung Pte. Ltd. are pledged in favor of the bank syndicate and the export credit agent.

The Lampung facility requires cash reserves that are held for specifically designated uses, including working capital, operations and maintenance and debt service reserves. Distributions are subject to “waterfall” provisions that allocate revenues to specified priorities of use (such as operating expenses, scheduled debt service, targeted debt service reserves and any other reserves) with the remaining cash being distributable only on certain dates and subject to satisfaction of certain conditions, including meeting a 1.20 historical debt service coverage ratio, no default or event of default then continuing or resulting from such distribution and the guarantor not being in breach of the financial covenants applicable to it. The Lampung facility limits, among other things, the ability of the Borrower to change its business, sell or grant liens on its property including the *PGN FSRU Lampung*, incur additional indebtedness or guarantee other indebtedness, make investments or acquisitions, enter into intercompany transactions and make distributions.

*Gallant/Grace facility*

On October 1, 2015, the Partnership acquired Höegh LNG FSRU III Ltd., the entity that owns Hoegh LNG Cyprus Limited, which owns the *Höegh Gallant*. Hoegh LNG Cyprus Limited, together with Höegh LNG FSRU IV Ltd., the owner of the FSRU *Höegh Grace*, are borrowers (the “Borrowers”) under a term loan facility (the “Gallant/Grace facility”) with a syndicate of banks and an export credit agency for the purpose of financing a portion of the *Höegh Gallant* and the *Höegh Grace*. The facility is secured by, among other things, a first priority mortgage of the *Höegh Gallant* and the *Höegh Grace*, an assignment of the Hoegh LNG Cyprus Limited’s rights under the time charter with EgyptCo, the assignment of EgyptCo’s rights under its time charter with EGAS, the assignment of a bank guarantee for the performance of EGAS under the time charter and a pledge of the Borrower’s, EgyptCo’s cash accounts and an assignment of Höegh LNG FSRU IV Ltd.’s and Höegh LNG Colombia S.A.S.’s rights in the time charter agreements related to the *Höegh Grace*. The Partnership has provided a pledge of its shares in Höegh LNG FSRU III Ltd., Hoegh LNG Cyprus Limited and Höegh LNG Colombia Holding Ltd., and Höegh LNG has provided a pledge of its shares in EgyptCo and Höegh LNG Colombia Holding Ltd. as security for the facility. Höegh LNG Colombia Holding Ltd. has provided a pledge of its shares in Höegh LNG FSRU IV Ltd. as security for the facility. Höegh LNG, Höegh LNG Colombia Holding Ltd., Höegh LNG FSRU III Ltd. and the Partnership are guarantors for the facility.

The Gallant/Grace facility includes two commercial tranches and the export credit tranche related to the *Höegh Gallant* (the “Gallant facility”) and a commercial tranche and the export credit tranche related to the *Höegh Grace* (the “Grace facility”). All of the tranches under the Gallant/Grace facility are cross-defaulted, cross-collateralized and cross-guaranteed (except that the Partnership does not guarantee 49% of the obligations of Höegh LNG FSRU IV Ltd.). The obligations of the Borrowers are joint and several. The interest rates vary by tranche. The two commercial tranches related to the Gallant facility have an interest rate of LIBOR plus a margin of 2.7% based on the facility agreement. The interest rate for the export credit tranche related to the Gallant facility has a fixed interest rate and guarantee commission of 4.18% based on the facility agreement. The commercial tranches are repayable quarterly with a final balloon payment of \$106.5 million due in September 2019. The export credit tranche is repayable in quarterly installments with the final payment in October 2026 assuming the balloon payments of the commercial tranches are refinanced. If not, the export credit agent can exercise a prepayment right for repayment of the outstanding balance of \$26.6 million upon maturity of the commercial tranches. The weighted average interest rate for the Gallant facility, excluding the impact of the associated interest rate swaps, for the year ended December 31, 2016 and for the three months ended December 31, 2015 was 3.6% and 3.4%, respectively.

The fair value of the Gallant facility as of the *Höegh Gallant* acquisition date of October 1, 2015 has been determined based upon margins, fixed interest rates and guarantee commission had the financing been entered on the acquisition date. Based upon its fair value, the weighted average effective interest rate for the Gallant facility, excluding the impact of the associated interest rate swaps, was 3.4% and 3.1% for the year ended December 31, 2016 and the three months ended December 31, 2015, respectively.

The primary financial covenants under the Gallant/Grace facility are as follows:

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- Höegh LNG must maintain
  - o Consolidated book equity (excluding hedge reserves and mark to market value of derivatives) equal to the greater of
    - \$200 million, and
    - 25% of total assets
  - o Free liquid assets (cash and cash equivalents, publicly trade debt securities with an A rating with Standard & Poor's and available draws under a bank credit facility for a term of more than 12 months) equal to the greater of
    - \$20 million,
    - 5% of total consolidated indebtedness provided on a recourse basis, and
    - Any amount specified to be a minimum liquidity requirement under any legal obligation.
- The Partnership must maintain
  - o Consolidated book equity (excluding hedge reserves and mark to market value of derivatives) equal to the greater of
    - \$150 million, and
    - 25% of total assets
  - o Free liquid assets (cash and cash equivalents, publicly trade debt securities with an A rating with Standard & Poor's and available draws under a bank credit facility for a term of more than 12 months) equal to the greater of
    - \$15 million, and
    - \$3 million multiplied by the number of vessels owned or leased by the Partnership
- Each Borrower must maintain
  - o Current assets greater than current liabilities as defined in the agreements, and
  - o A ratio of EBITDA to debt service (principal repayments, guarantee commission and interest expense) of a minimum of 115%

In addition, a security maintenance ratio based on the aggregate market value of the *Höegh Gallant*, the *Höegh Grace* and any additional security must be at least 125% of the aggregate outstanding loan balance.

If the security maintenance ratio is not maintained, the relevant Borrower has 30 days to provide more security or to repay part of the loan to be in compliance with the ratio no later than 30 days after notice from the lenders.

As of December 31, 2016 and 2015, Höegh LNG, the Partnership and each Borrower were in compliance with the financial covenants.

Under the Gallant/Grace facility, cash accounts are freely available for the use of the Borrowers, unless there is an event of default. Cash can be distributed as dividends or to service loans of owners and affiliates provided that after the distribution the Borrowers would remain in compliance with the financial covenants and security maintenance ratio. The Gallant/Grace facility limits, among other things, the ability of the Borrowers to change its business, sell or grant liens on its property including the *Höegh Gallant* or the *Höegh Grace*, incur additional indebtedness or guarantee other indebtedness, make investments or acquisitions and enter into intercompany debt that is not subordinated to the Gallant/Grace facility.

The outstanding principal on long-term debt as of December 31, 2016 is repayable as follows:

(in thousands of U.S. dollars)	Total
2017	\$ 32,208
2018	32,208
2019	159,659
2020	19,062
2021	33,522
2022 and thereafter	64,438
Total	\$ 341,097

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**15. Accrued liabilities and other payables**

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Accrued administrative expenses	\$ 1,650	\$ 1,067
Accrued operating expense	1,359	3,242
Current tax payable	461	136
Warranty provision (notes 7 and 19)	1,304	929
Current portion of advance for refundable value added tax (note 10)	404	2,795
Other accrued liabilities	2,082	1,998
Other payables	11,672	10,615
<b>Total accrued liabilities and other payables</b>	<b>\$ 18,932</b>	<b>\$ 20,782</b>

**16. Investments in joint ventures**

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Accumulated losses of joint ventures	\$ 25,886	\$ 42,507

The Partnership has a 50% interest in each of SRV Joint Gas Ltd. (owner of the *Neptune*) and SRV Joint Gas Two Ltd. (owner of the *GDF Suez Cape Ann*). The following table presents the summarized financial information for 100% of the combined joint ventures on an aggregated basis.

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
<b>Time charter revenues</b>	\$ 86,544	85,396	\$ 82,638
Operating expenses	(18,213)	(18,986)	(16,970)
Depreciation and amortization	(19,666)	(19,070)	(18,912)
<b>Operating income</b>	48,665	47,340	46,756
Unrealized gain (loss) on derivative instruments	14,183	18,492	(23,757)
Other financial expense, net	(30,220)	(32,202)	(34,275)
<b>Net income (loss)</b>	<b>\$ 32,628</b>	<b>33,630</b>	<b>\$ (11,276)</b>
Share of joint ventures owned	50%	50%	50%
Share of joint ventures net income (loss) before eliminations	16,314	16,815	(5,638)
Eliminations	308	308	308
<b>Equity in earnings (losses) of joint ventures</b>	<b>\$ 16,622</b>	<b>17,123</b>	<b>\$ (5,330)</b>

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(in thousands of U.S. dollars)	Year ended December 31,	
	2016	2015
Cash and cash equivalents	\$ 9,506	\$ 4,197
Restricted cash	8,458	8,444
Other current assets	4,492	1,957
<b>Total current assets</b>	<b>22,456</b>	<b>14,598</b>
Restricted cash	25,107	25,104
Vessels, net of accumulated depreciation	567,187	585,017
<b>Total long-term assets</b>	<b>592,294</b>	<b>610,121</b>
Current portion of long-term debt	23,503	22,093
Amounts and loans due to owners and affiliates	13,654	14,795
Derivative instruments	13,588	20,239
Other current liabilities	20,145	11,067
<b>Total current liabilities</b>	<b>70,890</b>	<b>68,194</b>
Long-term debt	453,957	477,102
Loans due to owners and affiliates	1,887	13,722
Derivative instruments	79,533	87,065
Other long-term liabilities	42,929	45,710
<b>Total long-term liabilities</b>	<b>578,306</b>	<b>623,599</b>
<b>Net liabilities</b>	<b>\$ (34,446)</b>	<b>\$ (67,074)</b>
Share of joint ventures owned	50%	50%
Share of joint ventures net liabilities before eliminations	(17,223)	(33,537)
Eliminations	(8,663)	(8,970)
<b>Accumulated losses of joint ventures</b>	<b>\$ (25,886)</b>	<b>\$ (42,507)</b>

**17. Related party transactions**

***Income (expenses) from related parties***

The Combined Entities were an integrated part of Höegh LNG until the close of the IPO on August 12, 2014. In connection with the IPO, the Partnership entered into several agreements with Höegh LNG (and certain of its subsidiaries) for the provision of services. Refer to note 3 for additional information. As such, Höegh LNG and its subsidiaries have provided general and corporate management services to the Partnership and the Combined Entities. Certain administrative expenses have been included in the combined carve-out financial statements of the Combined Entities based on actual hours incurred. As described in note 2.b., management has allocated remaining administrative expenses and Höegh LNG management's share based payment costs based on the number of vessels, newbuildings and business development projects of Höegh LNG prior to the closing of the IPO. Subsidiaries of Höegh LNG have provided the building supervision of the newbuilding and Mooring and ship management for *PGN FSRU Lampung* (note 3) and ship management of the *Höegh Gallant* (note 4).

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Amounts included in the consolidated and combined carve-out statements of income for the years ended December 31, 2016, 2015 and 2014 or capitalized in the consolidated balance sheets as of December 31, 2016 and 2015 are as follows:

<b>Statement of income:</b> <b>(in thousands of U.S. dollars)</b>	<b>Year ended</b> <b>December 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<i>Revenues</i>			
Time charter and construction contract revenues indemnified by Höegh LNG (1)	\$ —	—	\$ 13,269
Time charter revenue <i>Höegh Gallant</i> (2)	47,741	12,575	—
<i>Operating expenses</i>			
Vessel operating expenses (3)	(13,416)	(6,505)	(5,297)
Hours, travel expense and overhead (4) and Board of Director's fees (5)	(3,174)	(2,002)	(2,016)
Allocated administrative expenses (6)	—	—	(4,723)
Construction contract expense: supervision cost (7)	—	—	(761)
Construction contract expense: capitalized interest (8)	—	—	(690)
<i>Financial (income) expense</i>			
Interest income from joint ventures and demand note (9)	827	7,568	4,959
Interest expense and commitment fees to Höegh LNG (10)	(5,071)	(2,151)	(998)
<b>Total</b>	<b>\$ 26,907</b>	<b>9,485</b>	<b>\$ 3,743</b>

<b>Balance sheet:</b> <b>(in thousands of U.S. dollars)</b>	<b>As of</b> <b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
<i>Equity</i>		
Cash contribution from Höegh LNG (11)	\$ 3,843	\$ 6,596
Issuance of units for Board of Directors' fees (5)	189	—
Other and contribution from owner (12)	426	135
<b>Total</b>	<b>\$ 4,458</b>	<b>\$ 6,731</b>

- 1) *Time charter and construction contract revenues indemnified by Höegh LNG:* Höegh LNG made payments of \$6.5 million and \$6.7 million for September and October 2014 invoices, respectively, for hire rate payments not received for the *PGN FSRU Lampung* pursuant to its agreement to indemnify the Partnership under the omnibus agreement. Refer to "Indemnifications" below and note 20. For the year ended December 31, 2014, revenue was recognized for the full amount of these payments.
- 2) *Time charter revenue Höegh Gallant:* A subsidiary of Höegh LNG, EgyptCo, leases the *Höegh Gallant*.
- 3) *Vessel operating expenses:* Subsidiaries of Höegh LNG provides ship management of vessels, including crews and the provision of all other services and supplies.
- 4) *Hours, travel expenses and overhead:* Subsidiaries of Höegh LNG provide management, accounting, bookkeeping and administrative support under administrative service agreements. These services are charges based upon the actual hours incurred for each individual as registered in the time-write system based on a rate which includes a provision for overhead and any associated travel expenses.
- 5) *Board of Directors' fees:* Effective June 3, 2016, a total of 10,650 common units of the Partnership were awarded to non-employee directors as compensation of \$189 for part of directors' fees under the Höegh LNG Partners LP Long Term Incentive Plan which were recorded as administrative expense and as an issuance of common units.

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- 6) *Allocated administrative expenses:* As described in note 2. b. until the closing of the IPO on August 12, 2014, administrative expenses of Höegh LNG that could not be attributed to a specific vessel or project based upon the time-write system were allocated to the consolidated and combined carve-out income statement based on the number of vessels, newbuildings and certain business development projects of Höegh LNG. For the period from January 1, 2014 to August 12, 2014, the allocated expenses also include cost incurred in preparation for the IPO.
- 7) *Supervision cost:* Höegh LNG Fleet Management AS managed the construction process including site supervision including manning for the services and direct accommodation and travel cost. Manning costs are based upon actual hours incurred. Such costs, excluding overhead charges, were capitalized as part of the construction contract expense for the Mooring.
- 8) *Interest expense capitalized from Höegh LNG and affiliates:* Höegh LNG and its affiliates have provided funding for the Mooring (a component of the construction contract expense), which qualify under US GAAP as capitalized interest for the construction in progress.
- 9) *Interest income from joint ventures and demand note:* The Partnership and its joint venture partners have provided subordinated financing to the joint ventures as shareholder loans. Interest income for the Partnership's shareholder loans to the joint ventures is recorded as interest income. For the years ended December 31, 2015 and 2014, interest income also included interest on the \$140 million demand note due from Höegh LNG and which was cancelled as part of the acquisition of the *Höegh Gallant* as of October 1, 2015.
- 10) *Interest expense and commitment fees to Höegh LNG and affiliates:* Höegh LNG and its affiliates provided an \$85 million revolving credit facility for general partnership purposes which incurs a commitment fee on the undrawn balance and interest expense on the drawn balance and a seller's credit to finance part of the *Höegh Gallant* acquisition which incurs interest expense.
- 11) *Cash contribution from Höegh LNG:* As described under "Indemnifications" below, Höegh LNG made indemnification payments to the Partnership which were recorded as contributions to equity.
- 12) *Other and contribution from owner:* Höegh LNG granted share-based incentives to certain key employees whose services are invoiced to the Partnership. Related expenses are recorded as administrative expenses and as a contribution from owner since the Partnership is not invoiced for this employee benefit. Effective June 3, 2016, the Partnership granted the Chief Executive Officer and Chief Financial Officer, 21,500 phantom units in the Partnership. Related expenses are recorded as an administrative expense and as increase in equity.

*Acquisitions from Höegh LNG:* During the year ended December 31, 2016, the Partnership acquired from Höegh LNG 100% of the shares in the entity owning the *Höegh Gallant*. Refer to note 4. The Partnership's Board of Directors (the "Board") and the Conflicts Committee of the Board (the "Conflicts Committee") approved the purchase price for the acquisition. The Conflicts Committee retained financial advisors to assist with its evaluation of the transaction.

*Dividends to Höegh LNG:* Since the IPO in August 2014, the Partnership has declared and paid quarterly distributions totaling \$25.7 million, \$20.6 million and \$2.8 million to Höegh LNG for each of the years ended December 31, 2016, 2015 and 2014, respectively.

***Receivables and payables from related parties***

*Amounts due from affiliates*

<b>(in thousands of U.S. dollars)</b>	<b>As of December 31,</b>	
	<b>2016</b>	<b>2015</b>
Amounts due from affiliates	\$ 4,237	\$ 4,239

The amount due from affiliates is a receivable for time charter hire from a subsidiary of Höegh LNG, EgyptCo, for the *Höegh Gallant* time charter. The time charter hire is due 18 days from the receipt of the invoice. Time charter hire is invoiced at the end of the month in arrears.

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*Amounts, loans and promissory note due to owners and affiliates*

<b>(in thousands of U.S. dollars)</b>	<b>As of December 31,</b>	
	<b>2016</b>	<b>2015</b>
Amounts due to owners and affiliates	\$ 1,374	\$ 10,604

As of December 31, 2016, amounts due to owners and affiliates principally relate to trade payables for services provided by subsidiaries of Höegh LNG. As of December 31, 2015, amounts due to owners and affiliates principally relate to the liability for the working capital adjustment established following the *Höegh Gallant* acquisition on October 1, 2015 and trade payables for services provided by subsidiaries of Höegh LNG. The balance does not bear interest.

*Loans and promissory notes due to owners and affiliates*

<b>(in thousands of U.S. dollars)</b>	<b>As of December 31,</b>	
	<b>2016</b>	<b>2015</b>
Loans and promissory notes due to owners and affiliates	\$ —	\$ 287

The balance as of December 31, 2015 related to accrued commitment fees.

*Revolving credit and seller's credit due to owners and affiliates*

<b>(in thousands of U.S. dollars)</b>	<b>As of December 31,</b>	
	<b>2016</b>	<b>2015</b>
Revolving credit facility	\$ 8,622	\$ —
Seller's credit note	34,383	47,000
Revolving credit and seller's credit due to owners and affiliates	\$ 43,005	\$ 47,000

In August 2014, upon the closing of the IPO, the Partnership entered into an \$85 million revolving credit facility with Höegh LNG, to be used to fund acquisitions and working capital requirements of the Partnership. The credit facility is unsecured and any outstanding balance is due January 1, 2020. Interest on drawn amounts is payable quarterly at LIBOR plus a margin of 4.0%. Additionally, a 1.4% quarterly commitment fee is due to Höegh LNG on undrawn available amounts. The outstanding revolving credit facility had a weighted average interest rate for the year ended December 31, 2016 of 5.0%.

On October 1, 2015, the Partnership financed part of the acquisition of the *Höegh Gallant* with a seller's credit from a subsidiary of Höegh LNG (note 4). The unsecured seller's credit note is subordinated to the obligations of the Partnership and the Borrower under the Gallant facility, bears interest at 8% and matures on January 1, 2020. As of December 31, 2016 the Partnership had repaid \$12.6 million of the seller's credit note.

The outstanding seller's credit had a weighted average interest rate for the years ended December 31, 2016 and 2015 of 8.2% and 8.2%, respectively.

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***Indemnifications***

*Environmental indemnifications:*

Under the omnibus agreement, Höegh LNG will indemnify the Partnership until August 12, 2019 against certain environmental and toxic tort liabilities with respect to the assets contributed or sold to the Partnership to the extent arising prior to the time they were contributed or sold to the Partnership. Liabilities resulting from a change in law are excluded from the environmental indemnity. There is an aggregate cap of \$5.0 million on the amount of indemnity coverage provided by Höegh LNG for environmental and toxic tort liabilities. No claim may be made unless the aggregate dollar amount of all claims exceeds \$0.5 million, in which case Höegh LNG is liable for claims only to the extent such aggregate amount exceeds \$0.5 million.

*Other indemnifications:*

Under the omnibus agreement Höegh LNG will also indemnify the Partnership for losses:

1. related to certain defects in title to the assets contributed or sold to the Partnership and any failure to obtain, prior to the time they were contributed to the Partnership, certain consents and permits necessary to conduct the business, which liabilities arise within three years after the closing of the IPO;
2. related to certain tax liabilities attributable to the operation of the assets contributed or sold to the Partnership prior to the time they were contributed or sold;
3. in the event that the Partnership does not receive hire rate payments under the *PGN FSRU Lampung* time charter for the period commencing on August 12, 2014 through the earlier of (i) the date of acceptance of the *PGN FSRU Lampung* or (ii) the termination of such time charter. The Partnership was indemnified by Höegh LNG for the September and October 2014 invoices not paid by PGN LNG (refer to note 20);
4. with respect to any obligation to pay liquidated damages to PGN LNG under the *PGN FSRU Lampung* time charter for failure to deliver the *PGN FSRU Lampung* by the scheduled delivery date set forth in the *PGN FSRU Lampung* time charter.;
5. with respect to any non-budgeted expenses (including repair costs) incurred in connection with the *PGN FSRU Lampung* project (including the construction of the Mooring) occurring prior to the date of acceptance of the *PGN FSRU Lampung* pursuant to the time charter; and
6. pursuant to a letter agreement dated August 12, 2015, Höegh LNG confirmed that the indemnification provisions of the omnibus agreement include indemnification for all non-budgeted, non-creditable Indonesian value added taxes and non-budgeted Indonesian withholding taxes, including any related impact on cash flow from PT Hoegh LNG Lampung and interest and penalties associated with any non-timely Indonesian tax filings related to the ownership or operation of the *PGN FSRU Lampung* and the Mooring whether incurred (i) prior to the closing date of the IPO, (ii) after the closing date of the IPO to the extent such taxes, interest, penalties or related impact on cash flows relate to periods of ownership or operation of the *PGN FSRU Lampung* and the Mooring and are not subject to prior indemnification payments or deemed reimbursable by the charterer under its audit of the taxes related to the *PGN FSRU Lampung* time charter for periods up to and including June 30, 2015, or (iii) after June 30, 2015 to the extent withholding taxes exceed the minimum amount of withholding tax due under Indonesian tax regulations due to lack of documentation or untimely withholding tax filings. The Partnership is indemnified for recovery of the \$6.2 million VAT liability related to a Mooring invoice.

The Partnership filed claims for indemnification with respect to non-budgeted expenses (including the warranty provision, value added tax, withholding tax, other non-budgeted expenses and costs related to the restatement of the Partnership's financial statements filed with the SEC on November 30, 2015) of approximately \$2.1 million and \$7.7 million in the years ended December 31, 2016 and 2015, respectively. Indemnification payments of \$2.4 million and \$6.6 million received from Höegh LNG for the years ended December 31, 2016 and 2015, respectively, were recorded as a contribution to equity. Refer to note 20.

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Under the contribution, purchase and sale agreement entered into with respect to the purchase of Höegh LNG FSRU III Ltd., the entity that indirectly owns the *Höegh Gallant*, Höegh LNG will indemnify the Partnership for:

1. losses from breach of warranty;
2. losses related to certain environmental and tax liabilities attributable to the operation of the *Höegh Gallant* prior to the closing date;
3. all capital gains tax or other export duty incurred in connection with the transfer of the *Höegh Gallant* outside of Höegh LNG Cyprus Limited's permanent establishment in a Public Free Zone in Egypt;
4. any recurring non-budgeted costs owed to Höegh LNG Management with respect to payroll taxes;
5. any non-budgeted losses suffered or incurred in connection with the commencement of services under the time charter with EgyptCo or EgyptCo's time charter with EGAS; and
6. liabilities under the Gallant/Grace facility not attributable to the *Höegh Gallant*.

Additionally, Höegh LNG has guaranteed the payment of hire by EgyptCo pursuant to the time charter for the *Höegh Gallant* under certain circumstances.

The Partnership filed claims of \$1.3 million for the year ended December 31, 2016 for indemnification of losses incurred in connection with the commencement of services under the time charter with EgyptCo due to start up technical issues and \$0.1 million for other costs incurred. Indemnification payments of \$1.4 million received from Höegh LNG for the year ended December 31, 2016 were recorded as a contribution to equity. Refer to note 20.

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**18. Financial Instruments**

*Fair value measurements*

The following methods and assumptions were used to estimate the fair value of each class of financial instrument:

**Cash and cash equivalents and restricted cash** – The fair value of the cash and cash equivalents and restricted cash approximates its carrying amounts reported in the consolidated balance sheets.

**Cash designated for acquisition** – The fair value of the cash and cash designated for acquisition approximates its carrying amounts reported in the consolidated balance sheets.

**Amounts due from (to) owners and affiliates** – The fair value of the non-interest bearing receivables or payables approximates their carrying amounts reported in the consolidated balance sheets since the receivables or payables are to be settled consistent with trade receivables and payables.

**Derivative instruments** – The fair values of the interest rates swaps are estimated based on the present value of cash flows over the term of the instruments based on the relevant LIBOR interest rate curves, adjusted for the subsidiary's credit worthiness given the level of collateral provided and the credit worthiness of the counterparty to the derivative.

**Advances (shareholder loans) to joint ventures** – The fair values of the fixed rate subordinated shareholder loans are estimated using discounted cash flow analyses based on rates currently available for debt with similar terms and remaining maturities and the current credit worthiness of the joint ventures.

**Long-term receivable** – The fair value of long-term receivable approximates its carrying amounts reported in the consolidated balance sheets.

**Loans and promissory notes due to owners and affiliates** – The fair values of the variable rate and the fixed rate loans and promissory notes approximates their carrying amounts of the accrued commitment fees reported in the consolidated balance sheets since the amounts are to be settled in the following month. Refer to note 17.

**Lampung and Gallant facilities** – The fair values of the variable rate debt are estimated based on the present value of cash flows over the term of the instruments based on the estimated currently available margins and LIBOR interest rates as of the balance sheet date for debt with similar terms and remaining maturities and the current credit worthiness of the Partnership.

**Revolving credit and seller's credit due to owners and affiliates** – The fair value of the fixed rate debt is estimated using discounted cash flow analyses based on rates currently available for debt with similar terms and remaining maturities and the current credit worthiness of the Partnership.

The fair value estimates are categorized by a fair value hierarchy based on the inputs used to measure fair value. The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

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The following table includes the estimated fair value and carrying value of those assets and liabilities that are measured at fair value on a recurring and non-recurring basis, as well as the estimated fair value of the financial instruments that are not accounted for at a fair value on a recurring basis. Trade payables and receivables for which the estimated fair values are equivalent to carrying values are not specified below.

(in thousands of U.S. dollars)	Level	As of December 31, 2016		As of December 31, 2015	
		Carrying amount Asset (Liability)	Fair value Asset (Liability)	Carrying amount Asset (Liability)	Fair value Asset (Liability)
<i>Recurring:</i>					
Cash and cash equivalents	1	\$ 18,915	18,915	32,868	\$ 32,868
Restricted cash	1	22,209	22,209	25,828	25,828
Amounts due from affiliate	2	4,237	4,237	4,239	4,239
Derivative instruments	2	(7,045)	(7,045)	(10,767)	(10,767)
<i>Other:</i>					
Advances (shareholder loans) to joint ventures	2	7,218	7,355	13,991	14,329
Current amounts due to owners and affiliates	2	(1,374)	(1,374)	(10,604)	(10,604)
Cash designated for acquisition	1	91,768	91,768	—	—
Long-term receivable	2	6,195	6,195	—	—
Loans and promissory notes due to owners and affiliates	2	—	—	(287)	(287)
Lampung facility	2	(164,851)	(183,585)	(181,527)	(202,017)
Gallant facility	2	(167,797)	(168,889)	(181,316)	(181,364)
Revolving credit and seller's credit due to owners and affiliates	2	\$ (43,005)	(44,098)	(47,000)	\$ (47,000)

**Financing Receivables**

The following table contains a summary of the loan receivables by type of borrower and the method by which the credit quality is monitored on a quarterly basis:

Class of Financing Receivables (in thousands of U.S. dollars)	Credit Quality Indicator	Grade	As of December 31,	
			2016	2015
Trade receivable and long-term receivable	Payment activity	Performing	\$ 8,283	\$ 8,200
Amounts due from affiliate	Payment activity	Performing	4,237	4,239
Advances/ loans to joint ventures	Payment activity	Performing	\$ 7,218	\$ 13,991

The Partnership is indemnified for approximately \$6.2 million of the trade receivable balance as of December 31, 2016 and 2015. Refer to note 17. The shareholder loans to joint ventures are classified as advances to joint ventures in the consolidated balance sheet. Refer to note 13.

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**19. Risk management and concentrations of risk**

Derivative instruments can be used in accordance with the overall risk management policy.

*Foreign exchange risk*

All financing, interest expenses from financing and most of the Partnership's revenue and expenditures for vessel improvements are denominated in U.S. dollars. Certain operating expenses can be denominated in currencies other than U.S. dollars. For the years ended December 31, 2016, 2015 and 2014, no derivative instruments have been used to manage foreign exchange risk.

The Gallant time charter provides that revenues are denominated 90% in U.S. dollars and 10% in Egyptian pounds, or as otherwise agreed between the parties from time to time. For the years ended December 31, 2016 and 2015, the revenues from the *Höegh Gallant* were denominated 95% and 90% in U.S. dollars and 5% and 10% in Egyptian pounds, respectively. A limited amount of operating expenses was also denominated in Egyptian pounds. Due to restrictions in Egypt, exchangeability between Egyptian pounds and other currencies was more than temporarily lacking or limited during 2015 and 2016. There are two official published rates for Egyptian pounds. The lower rate is applied in the Partnership's consolidated and combined carve-out financial statements for revenues, expenses, assets and liabilities. The Partnership classifies cash in Egyptian pounds in excess of working capital needs in Egyptian pounds as long-term restricted cash and cash in Egyptian pounds required as guarantees as short-term restricted cash. The Partnership reduced its exposure to devaluation of Egyptian pounds in 2016 by repaying \$0.5 million of amounts due to owners and affiliates in Egyptian pounds and by decreasing the revenues denominated in Egyptian pounds to more closely match its working capital requirements. As a result, there was no long-term restricted cash in Egyptian pounds as of December 31, 2016 compared with \$0.4 million as of December 31, 2015. On March 14, 2016, the Egyptian authorities devalued the Egyptian pound to the U.S. dollar by approximately 14%, resulting in a foreign exchange loss of approximately \$0.2 million. On November 3, 2016, the Egyptian central bank announced the intention to allow the Egyptian pound to trade freely and increased the interest rates by 300 basis points, resulting in an additional foreign exchange loss of approximately \$0.1 million for the year ended December 31, 2016. Removing currency restrictions and introducing market based rates should allow for exchangeability between Egyptian pounds and other currencies over time.

*Interest rate risk*

Interest rate swaps are utilized to exchange a receipt of floating interest for a payment of fixed interest to reduce the exposure to interest rate variability on its outstanding floating-rate debt. As of December 31, 2016 and 2015, there are interest rate swap agreements on the Lampung and Gallant facilities' floating rate debt that are designated as cash flow hedges for accounting purposes. As of December 31, 2016, the following interest rate swap agreements were outstanding:

(in thousands of U.S. dollars)	Interest rate index	Notional amount	Fair value carrying amount liability	Term	Fixed interest rate (1)
<b>LIBOR-based debt</b>					
Lampung interest rate swaps (2)	LIBOR	\$ 174,209	(5,937)	Sept 2026	2.8%
Gallant interest rate swaps (2)	LIBOR	\$ 134,063	(1,108)	Sept 2019	1.9%

1) Excludes the margins paid on the floating-rate debt.

2) All interest rate swaps are U.S. dollar denominated and principal amount reduces quarterly.

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The Borrower under the Lampung facility entered five forward starting swap agreements with identical terms for a total notional amount of \$237.1 million with an effective date of March 17, 2014. The swaps amortize over 12 years to match the outstanding balance of the Lampung facility and exchange 3 month USD LIBOR variable interest payments for fixed rate payments at 2.8%. The interest rate swaps were designated for accounting purposes as cash flow hedges of the variable interest for \$237.1 million of the Lampung facility. As of December 29, 2014, a prepayment of \$7.9 million on the Lampung facility occurred. The notional amount of the interest rate swaps was higher than the outstanding balance on the Lampung facility. Therefore, it was decided that the amount of the over hedge of the interest rate swaps would be settled with a cash payment of \$1.1 million. This resulted in the amendment of the original interest rate swaps and the hedge was de-designated for accounting purposes. The effective date of the settlement was December 29, 2014. The other terms of the interest rate swaps did not change but the nominal amount of the interest rate swap were reduced to match the outstanding debt. The amended interest rate swaps were re-designated as a cash flow hedge for accounting purposes.

As of October 1, 2015, the Partnership acquired the entity owning the *Höegh Gallant* which has outstanding debt under the Gallant facility and three associated interest rate swap agreements with a total notional amount of \$146.3 million. The swaps amortize to match the debt amortization of the Gallant facility until the repayment date in September, 2019. The swaps exchange 3 month USD LIBOR variable interest payments for fixed rate payments ranging from 1.9105% to 1.9145%. As of the acquisition date of October 1, 2015, the interest rate swaps were designated for accounting purposes as cash flow hedges of the variable interest for \$146.3 million of the commercial tranches of the Gallant facility.

The following table presents the location and fair value amounts of derivative instruments, segregated by type of contract, on the consolidated balance sheets.

<b>(in thousands of U.S. dollars)</b>	Current liabilities: derivative instruments	Long-term liabilities: derivative instruments
As of December 31, 2016		
Interest rate swaps	\$ (3,534)	\$ (3,511)
As of December 31, 2015		
Interest rate swaps	\$ (4,912)	\$ (5,855)

The following effects of cash flow hedges relating to interest rate swaps are included in gain (loss) on derivative instruments in the consolidated and combined carve-out statements of income for the years ended December 31, 2016, 2015 and 2014.

<b>(in thousands of U.S. dollars)</b>	<b>Year ended December 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Interest rate swaps:			
Ineffective portion of cash flow hedge	\$ 90	(84)	\$ (145)
Amortization of amount excluded from hedge effectiveness	2,604	1,888	(11)
Reclassification from accumulated other comprehensive income	(855)	(855)	(5)
Unrealized gains (losses)	1,839	949	(161)
Realized gains (losses)	—	—	—
Total gains (losses) on derivative instruments	\$ 1,839	949	\$ (161)

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The effect of cash flow hedges relating to interest rate swaps and the related tax effects on other comprehensive income included in the consolidated and combined carve-out statements of other comprehensive income and changes in accumulated other comprehensive income (“OCI”) in the consolidated and combined carve-out statements of changes in partners’ capital/ owner’s equity is as follows for the years ended and as of December 31, 2016, 2015 and 2014.

(in thousands of U.S. dollars)	Cash Flow Hedge			Accumulated OCI
	Before tax gains (losses)	Tax benefit (expense)	Net of tax	
Balance as of December 31, 2013	\$ —	—	—	\$ —
Effective portion of unrealized loss on cash flow hedge	(10,164)	1,984	(8,180)	(8,180)
Reclassification of amortization of cash flow hedge to earnings	5	—	5	5
Other comprehensive income for period	(10,159)	1,984	(8,175)	(8,175)
Balance as of December 31, 2014	<u>\$ (10,159)</u>	<u>1,984</u>	<u>(8,175)</u>	<u>\$ (8,175)</u>
Effective portion of unrealized loss on cash flow hedge	474	—	474	474
Reclassification of amortization of cash flow hedge to earnings	855	(395)	460	460
Other comprehensive income for period	1,329	(395)	934	934
Balance as of December 31, 2015	<u>\$ (8,830)</u>	<u>1,589</u>	<u>(7,241)</u>	<u>\$ (7,241)</u>
Effective portion of unrealized loss on cash flow hedge	1,028	—	1,028	1,028
Reclassification of amortization of cash flow hedge to earnings	855	(378)	477	477
Other comprehensive income for period	1,883	(378)	1,505	1,505
Balance as of December 31, 2016	<u>\$ (6,947)</u>	<u>1,211</u>	<u>(5,736)</u>	<u>\$ (5,736)</u>

Refer to note 9 for additional information on the tax effects included in other comprehensive income.

As of December 31, 2016, the estimated amounts to be reclassified from accumulated other comprehensive income to earnings during the next twelve months is \$0.9 million for amortization of accumulated other comprehensive income for losses on the de-designated interest rate swaps.

*Credit risk*

Credit risk is the exposure to credit loss in the event of non-performance by the counterparties related to cash and cash equivalents, restricted cash, trade receivables and interest rate swap agreements. In order to minimize counterparty risk, bank relationships are established with counterparties with acceptable credit ratings at the time of the transactions. Credit risk related to receivables is limited by performing ongoing credit evaluations of the customers’ financial condition. In addition, Höegh LNG guarantees the payment of the *Höegh Gallant* time charter hire by EgyptCo under certain circumstances.

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*Concentrations of risk*

Financial instruments, which potentially subject the Partnership to significant concentrations of credit risk, consist principally of cash and cash equivalents, restricted cash, trade receivables and derivative contracts (interest rate swaps). The maximum exposure to loss due to credit risk is the book value at the balance sheet date. The Partnership does not have a policy of requiring collateral or security. Cash and cash equivalents and restricted cash are placed with qualified financial institutions. Periodic evaluations are performed of the relative credit standing of those financial institutions. In addition, exposure is limited by diversifying among counterparties. There are two charterers so there is a concentration of risk related to trade receivables. Credit risk related to trade receivables is limited by performing ongoing credit evaluations of the customer's financial condition. In addition, Höegh LNG guarantees the payment of the *Höegh Gallant* time charter hire by EgyptCo under certain circumstances. No allowance for doubtful accounts was recorded for the years ended December 31, 2016 or 2015. While the maximum exposure to loss due to credit risk is the book value of trade receivables at the balance sheet date, should the time charter for *PGN FSRU Lampung* terminate prematurely, there could be delays in obtaining a new time charter and the rates could be lower depending upon the prevailing market conditions.

**20. Commitments and contingencies**

*Contractual commitments*

As of December 31, 2016, the Partnership does not have material commitments for capital expenditures for its current business, except for the January 3, 2017 acquisition of a 51% ownership interest in Höegh LNG Colombia Holding Ltd., the owner of the entities that own and operate the *Höegh Grace*. Refer to note 26.

*Claims and Contingencies*

*Indonesian corporate income tax*

In 2015, the Indonesian Minister of Finance issued regulations that provided that Indonesian corporate taxpayers are subject to a limit in claiming interest expense as tax deduction where their debt to equity ratio exceeds 4:1 which was effective from January 1, 2016. Certain industries, including the infrastructure industry, are exempted from the debt to equity ratio requirements. The infrastructure industry is not defined in the regulations; however, additional guidance was expected to be provided in early 2016. As of December 31, 2016, the additional guidance had not been provided. Therefore, it is not certain if additional guidance will be provided to clarify whether our Indonesian subsidiary would qualify as part of the infrastructure industry and be exempted from the requirements. As a result, the limitations on the deductibility of interest expense have been applied for the year ended December 31, 2016, increasing the taxable income and the income tax expense of our Indonesian subsidiary. Due to the uncertainty of realizing the benefit of a 2013 tax loss carryforward in Indonesia, no income tax benefit was recognized. As a result of being able to utilize the prior year tax loss, a long-term income tax liability of \$2.2 million was recognized for the year ended December 31, 2016 for the uncertain tax position (refer to note 9). To the extent that the long-term income tax liability becomes payable, the current income tax payable is expected to qualify for reimbursement by PGN LNG under terms of the time charter.

Based upon the Partnership's experience in Indonesia, tax regulations, guidance and interpretation in Indonesia may not be always be clear and may be subject to alternative interpretations or changes in interpretation over time. Our Indonesian subsidiary is subject to examination by the Indonesian tax authorities for up to five years following the completion of a fiscal year. Tax examinations may lead to ordinary course adjustments or proposed adjustments to our taxes or tax loss carryforwards with respect to years under examination. The Partnership has recognized a provision in 2013 related to an uncertain tax position for the 2013 tax loss carryforward. It is reasonably possible within the next 12 months that our Indonesian subsidiary will be subject to a tax examination. Such an examination may or may not result in changes to our provisions on tax filings from 2013 through 2016. To date, there has been no tax audit on our operations in Indonesia.

*PGN LNG claims including delay liquidated damages*

Following certain delays, the time charter hire on the *PGN FSRU Lampung* commenced July 21, 2014 for the start of commissioning. During the commissioning to test the *PGN FSRU Lampung* project (including the Mooring) and the pipeline functionality, technical problems were identified on August 29, 2014. Following the completion of the commissioning, PGN LNG formally accepted and signed the Certificate of Acceptance dated October 30, 2014.

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PT Hoegh LNG Lampung had commitments to pay a day rate for delay liquidated damages to PGN LNG for delays in achieving the scheduled arrival date or acceptance by the scheduled delivery date. PGN LNG issued invoices for \$7.1 million for delay liquidated damages. PGN LNG also did not pay its time charter hire for September 2014 or October 2014.

The Partnership was indemnified under the omnibus agreement by Höegh LNG for both delay liquidated damages and any hire rate payments not received under the *PGN FSRU Lampung* time charter for the period commencing on August 12, 2014 through the acceptance date of the *PGN FSRU Lampung*. The Partnership filed indemnification claims for the September and October 2014 invoices not paid by PGN LNG of \$6.5 million and \$6.7 million, respectively, and received payments from Höegh LNG in September and October 2014, respectively. Indemnification for hire rate payments was accounted for consistent with the accounting policies for loss of hire insurance, and was recognized when the proceeds were received. Therefore, the Partnership recognized the payments from Höegh LNG for September 2014 and October 2014 as revenue.

During March 2015, an understanding with PGN LNG and PT Hoegh LNG Lampung was reached. Under the main terms of this understanding, PGN LNG would not pay the time charter hire for September 2014 or October 2014 and PT Hoegh LNG Lampung would not pay the delay liquidated damages. The delay liquidated damages that had been recorded to construction contract expenses were reversed as a result of the understanding for the year ended December 31, 2014. Since PT Hoegh LNG Lampung did not pay any delay liquidated damages to PGN LNG, the Partnership's claim for indemnification from Höegh LNG was cancelled. On June 30, 2015, the formal Settlement and Release Agreement was signed by PT Hoegh LNG Lampung and PGN LNG formalizing the understanding. As a result, the Partnership has no further exposure to claims from PGN LNG or other parties associated with the delivery commitments and it has been fully indemnified by Höegh LNG for the loss of time charter hire payments.

As of December 31, 2014, a warranty allowance of \$2.0 million was recorded to construction contract expenses related to the Mooring. The Partnership filed indemnification claims for the warranty allowance of \$2.0 million which were to be paid to the Partnership by Höegh LNG when costs are incurred for the warranty. An additional warranty provision of \$0.3 million was recorded in 2016. The Partnership filed an indemnification claim for the increased warranty allowance in the third quarter of 2016. As of December 31, 2016 and 2015, approximately \$1.0 million of the warranty allowance had been used. Any indemnification payments received from Höegh LNG are subject to repayment to the extent the amounts are subsequently recovered from insurance.

The Partnership was indemnified by Höegh LNG for non-budgeted expenses (including repair costs) incurred in connection with the *PGN FSRU Lampung* project prior to the date of acceptance and for certain costs related to the restatement of the Partnership's financial statements filed with the SEC on November 30, 2015. For the year ended December 31, 2015, the Partnership filed claims for indemnification of non-budgeted expenses (including the warranty provision, value added tax, withholding tax and costs related to the restatement of the Partnership's financial statements) of \$7.7 million. For the year ended December 31, 2016, the Partnership filed claims for indemnification for non-budgeted expenses and costs of \$2.1 million, related to the restatement of the Partnership's financial statement incurred in 2015, withholding taxes on time charter revenue, the warranty provision and other non-budgeted expenses. In the first quarter of 2017, the Partnership filed indemnifications claims for non-budgeted expenses and costs of \$0.3 million principally related to non-budgeted expenses incurred in the fourth quarter of 2016. Refer to note 17 for additional information.

Indemnification payments of \$2.4 million and \$6.6 million were received from Höegh LNG for the years ended December 31, 2016 and 2015, respectively, and were recorded as a contribution to equity. No indemnification claims were filed or paid during 2014.

*Höegh Gallant claims and indemnification*

For the year ended December 31, 2016, repairs and maintenance was required for the *Höegh Gallant* resulting in short periods of reduced hire or off-hire. As a result, revenues were reduced, certain liquidated damages were due under the time charter with EgyptCo and higher costs and expenses were incurred. The Partnership filed claims of \$1.3 million for indemnification of losses incurred in connection with the commencement of services under the time charter with EgyptCo due to start up technical issues and \$0.1 million for other costs incurred which were recorded as a contribution to equity for the year ended December 31, 2016. Indemnification payments of \$1.4 million were received from Höegh LNG for the years ended December 31, 2016 and were recorded as a contribution to equity. No indemnification claims were filed or paid during 2015. In the first quarter of 2017, the Partnership filed claims of \$0.1 million for indemnification losses incurred in connection with the commencement of services under the time charter with EgyptCo for the fourth quarter of 2016.

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*Threatened claims and contingencies*

There may be threatened claims and contingencies incidental to the normal conduct of the Partnership's business. Notification was received of a threatened claim for a patent infringement for the process of offloading LNG. Following discussion of the parties, further notification was received in March 2017 that no action would be taken with respect to the threatened claim for the patent.

**21. Supplemental cash flow information**

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
<i>Supplemental disclosure of non-cash investing activities</i>			
Non-cash acquisition of total assets excluding goodwill of the <i>Höegh Gallant</i> (note 4); less cash acquired of \$7,695	\$ —	(380,124)	\$ —
Non-cash acquisition of total liabilities of the <i>Höegh Gallant</i> (note 4)	—	193,910	—
Non-cash acquisition of goodwill in the <i>Höegh Gallant</i> (note 4)	—	(251)	—
Total non-cash acquisition of net assets	—	(186,465)	—
Non-cash cancellation of demand note due from Höegh LNG	—	140,000	—
Non-cash capitalized interest for newbuilding	—	—	1418
<i>Supplemental disclosure of non-cash financing activities</i>			
Non-cash seller's credit note for the acquisition of the <i>Höegh Gallant</i>	—	47,000	—
Non-cash working capital adjustment for the acquisition of the <i>Höegh Gallant</i>	—	7,160	—
Total non-cash consideration (note 4)	—	194,160	1,418
Non-cash capital contribution from conversion of debt	—	—	101,500
Non-cash elimination to equity at IPO (note 2)	\$ —	—	\$ 45,799

**22. Issuance of common units**

On December 7, 2016, the Partnership sold 6,000,000 common units, representing limited partner interests in an underwritten public offering and granted the underwriters a 30-day option to purchase up to an additional 900,000 common units. In connection with the partial exercise by the underwriters of their option to purchase additional common units, on December 16, 2016, the Partnership sold 588,389 common units. The offering price was \$17.60 per unit. The Partnership's total proceeds and net proceeds from the public offering were \$116.0 million and \$111.5 million, respectively. During December, 2016, net proceeds of \$12.6 million and \$6.6 million was used to repay part of the seller's credit note and to settle the working capital adjustment, respectively, related to the acquisition of the *Höegh Gallant* on October 1, 2015. As of December 31, 2016, the Partnership designated \$91.8 million of the net proceeds to acquire a 51% ownership interest in Höegh LNG Colombia Holding Ltd., the owner of the entities that own and operate the *Höegh Grace*. The acquisition was settled on January 3, 2017. Refer to note 26.

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(in thousands of U.S. dollars)	2016
Gross proceeds received	\$ 115,956
Less: Underwriters' discount	(3,943)
Less: Offering expenses	(484)
Net proceeds received	<u>\$ 111,529</u>

**23. Common and subordinated units**

The following table shows the movements in the number of common units and subordinated units during the years ended December 31, 2016, 2015 and 2014:

(in units)	Common Units Public	Common Units Höegh LNG	Sub- ordinated Units
August 12, 2014, IPO	11,040,000	2,116,060	13,156,060
<b>December 31, 2014</b>	<b>11,040,000</b>	<b>2,116,060</b>	<b>13,156,060</b>
<b>December 31, 2015</b>	<b>11,040,000</b>	<b>2,116,060</b>	<b>13,156,060</b>
June 3, 2016; Awards to non-employee directors as compensation for directors' fees	10,650	—	—
December 7, 2016; Public offering	6,000,000	—	—
December 16, 2016; Option exercised	588,389	—	—
<b>December 31, 2016</b>	<b>17,639,039</b>	<b>2,116,060</b>	<b>13,156,060</b>

As of December 31, 2016, 2015 and 2014 Höegh LNG owned 2,116,060 common units and 13,156,060 subordinated units. Subordinated units are not entitled to vote for the four elected directors to the Partnership's board of directors. The general partner has a non-economic interest and has no units.

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**24. Earning per unit and cash distributions**

The calculation of basic and diluted earnings per unit are presented below:

(in thousands of U.S. dollars, except per unit numbers)	Year ended December 31,		August 12, to December 31,
	2016	2015	2014
Net income attributable to the unitholders of Höegh LNG Partners LP	\$ 41,377	41,279	\$ 13,255
Less: Dividends paid or to be paid (1)	(46,627)	(37,609)	(13,707)
Under (over) distributed earnings	(5,250)	3,670	(452)
Under (over) distributed earnings attributable to:			
Common units public	(2,814)	1,540	(190)
Common units Höegh LNG	(338)	295	(36)
Subordinated units Höegh LNG	(2,098)	1,835	(226)
	(5,250)	3,670	(452)
Basic weighted average units outstanding (in thousands)			
Common units public	11,481	11,040	11,040
Common units Höegh LNG	2,116	2,116	2,116
Subordinated units Höegh LNG	13,156	13,156	13,156
Diluted weighted average units outstanding (in thousands)			
Common units public	11,486	11,040	11,040
Common units Höegh LNG	2,116	2,116	2,116
Subordinated units Höegh LNG	13,156	13,156	13,156
Basic and diluted earnings per unit (2):			
Common unit public	\$ 1.58	1.56	\$ 0.50
Common unit Höegh LNG (3)	\$ 1.52	1.57	\$ 0.50
Subordinated unit Höegh LNG (3)	\$ 1.52	1.57	\$ 0.50

(1) Includes all distributions paid or to be paid in relationship to the period, regardless of whether the declaration and payment dates were prior to the end of the period, and is based on the number of units outstanding at the period end.

(2) Effective June 3, 2016, the Partnership granted 21,500 phantom units to the CEO/CFO of the Partnership. One-third of the phantom units vest as of December 31, 2017, 2018 and 2019, respectively. The phantom units impact the diluted weighted average units outstanding; however, the increase in weighted average number of units was not significant enough to change the earnings per unit. Therefore, the basic and diluted earnings per unit are the same.

(3) Includes total amounts attributable to incentive distributions rights of \$481 and \$113 for the years ended December 31, 2016 and 2015, respectively, of which \$67 and \$16 was attributed to common units owned by Höegh LNG and \$414 and \$97 was attributed to subordinated units owned by Höegh LNG, for the years ended December 31, 2016 and 2015, respectively.

Earnings per unit information for the period ended December 31, 2014 is for the period from August 12, 2014 (the date of the Partnership's IPO) to December 31, 2014. Earnings per unit information has not been presented for any period prior to the Partnership's IPO as the information is not comparable due to changes in the basis of preparation of the financial statements (refer to note 2) and the Partnership's structure (refer to note 3).

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Earnings per unit is calculated by dividing net income by the weighted average number of units outstanding during the applicable period.

The common unitholders' and subordinated unitholders' interest in net income are calculated as if all net income were distributed according to terms of the Partnerships' First Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), regardless of whether those earnings would or could be distributed. The Partnership Agreement does not provide for the distribution of net income; rather, it provides for the distribution of available cash. Available cash, a contractual defined term, generally means all cash on hand at the end of the quarter after deduction for cash reserves established by the board of directors and the Partnership's subsidiaries to i) provide for the proper conduct of the business (including reserves for future capital expenditures and for the anticipated credit needs); ii) comply with applicable law, any of the debt instruments or other agreements; and iii) provide funds for distributions to the unitholders for any one or more of the next four quarters. Therefore, the earnings per unit are not indicative of future cash distributions that may be made. Unlike available cash, net income is affected by non-cash items, such as depreciation and amortization, unrealized gains or losses on derivative instruments and unrealized gains or losses on foreign exchange transactions.

During the subordination period, the common units will have the right under the Partnership Agreement to receive distributions of available cash from operating surplus in an amount equal to the minimum quarterly distribution of \$0.3375 per unit, plus any arrearages in the payment of the minimum quarterly distribution on the common units from prior quarters, before any distributions of available cash from operating surplus may be made on the subordinated units. Distribution arrearages do not accrue on the subordinated units.

Distributions of available cash from operating surplus are to be made in the following manner for any quarter during the subordination period:

- *first*, 100.0% to the common unitholders, pro rata, until the Partnership distributes for each outstanding common unit an amount equal to the minimum quarterly distribution of \$0.3375 for that quarter;
- *second*, 100.0% to the common unitholders, pro rata, until the Partnership distributes for each outstanding common unit an amount equal to any arrearages in payment of the minimum quarterly distribution on the common units for any prior quarters during the subordination period; and
- *third*, 100.0% to the subordinated unitholders, pro rata, until the Partnership distributes for each subordinated unit an amount equal to the minimum quarterly distribution of \$0.3375 for that quarter.

In addition, Höegh LNG currently holds all of the IDRs in the Partnership. IDRs represent the rights to receive an increasing percentage of quarterly distributions of available cash for operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved.

If for any quarter during the subordination period:

- the Partnership has distributed available cash from operating surplus to the common and subordinated unitholders in an amount equal to the minimum quarterly distribution; and
- the Partnership has distributed available cash from operating surplus on outstanding common units in an amount necessary to eliminate any cumulative arrearages in payment of the minimum quarterly distribution;

**HÖEGH LNG PARTNERS LP**  
**NOTES TO THE CONSOLIDATED AND COMBINED CARVE-OUT FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

then, the Partnership will distribute any additional available cash from operating surplus for that quarter among the unitholders and the holders of the IDRs in the following manner:

- *first*, 100.0% to all unitholders, pro rata, until each unitholder receives a total of \$0.388125 per unit for that quarter (the “first target distribution”);
- *second*, 85.0% to all unitholders, pro rata, and 15.0% to the holders of the IDRs, pro rata, until each unitholder receives a total of \$0.421875 per unit for that quarter (the “second target distribution”);
- *third*, 75.0% to all unitholders, pro rata, and 25.0% to the holders of the IDRs, pro rata, until each unitholder receives a total of \$0.50625 per unit for that quarter (the “third target distribution”); and
- *thereafter*, 50.0% to all unitholders, pro rata, and 50.0% to the holders of the IDRs, pro rata.

In each case, the amount of the target distribution set forth above is exclusive of any distributions to common unitholders to eliminate any cumulative arrearages in payment of the minimum quarterly distribution. The percentage interests set forth above assume that the Partnership does not issue additional classes of equity securities.

#### **25. Subsequent events**

On February 14, 2017, the Partnership paid a \$0.4125 per unit distribution with respect to the fourth quarter of 2016. The total amount of distributions was \$13.7 million.

In February 2017, the Partnership drew \$1.6 million on the revolving credit facility.

In February 2017, the Partnership filed and was subsequently paid \$0.4 million of claims for indemnifications from Höegh LNG for the fourth quarter of 2016 for non-budgeted expenses under the omnibus agreement related to the *PGN FSRU Lampung* and losses with respect to the commencement of services under the time charter with EgyptCo pursuant to the contribution, purchase and sale agreement for the acquisition of the *Höegh Gallant*.

#### **26. Acquisition after balance sheet date**

On January 3, 2017, the Partnership closed the acquisition of a 51% ownership interest in Höegh LNG Colombia Holding Ltd., the owner of the companies that own and operate the *Höegh Grace*, pursuant to a contribution, purchase and sale agreement that the Partnership entered into with Höegh LNG on December 1, 2016. The total cash consideration was \$91.8 million, excluding the working capital adjustment. On January 1, 2017, the Partnership entered into an agreement with Höegh LNG, under which Höegh LNG granted to the Partnership the authority to make decisions about operations of the companies that own and operate the *Höegh Grace* from January 1, 2017 to the closing date of the acquisition. As a result, the Partnership will record the results of the companies that own and operate the *Höegh Grace* in its consolidated income statement from January 1, 2017.

The *Höegh Grace* was constructed by HHI and was delivered to Höegh LNG on March 30, 2016. On November 1, 2014, Höegh LNG FSRU IV Ltd., a Cayman Islands company, which owns the *Höegh Grace*, entered into an International Leasing Agreement (“ILA”) with Sociedad Portuaria El Cayao S.A. E.S.P (“SPEC” or the “charterer”) for the lease of the *Höegh Grace*. The *Höegh Grace* will serve as a LNG import terminal in Cartagena, on the Atlantic coast of Colombia. The non cancellable charter period is 10 years. The initial term of the charter is 20 years. However, the Charterer and the Höegh LNG FSRU IV Ltd. have an unconditional option to cancel the charter after 10 and 15 years without penalty. However, if SPEC waives its right to terminate in year 10 within a certain deadline, Höegh LNG FSRU IV will not be able to exercise its right to terminate in year 10. The lease commenced in December 2016. On November 1, 2014 Höegh LNG also entered into an Operation and Service Agreement (“OSA”) with SPEC to operate and provide certain services for the *Höegh Grace* for SPEC for the duration of the ILA. The *Höegh Grace* commenced on its long-term time charter with SPEC in December 2016.

Under terms of the Höegh LNG Colombia Holding Ltd.'s memorandum and articles of association, the Partnership will have control over the *Höegh Grace* entities through the Partnership's ownership of 51% of the equity interest of Höegh LNG Colombia Holding Ltd. As a result, the Partnership will account for the acquisition of the 51% interest in the *Höegh Grace* entities as a business combination. The purchase price of the acquisition will be allocated to the identifiable fair values allocated to each class of identifiable assets acquired.

**HÖEGH LNG PARTNERS LP**  
**NOTES TO THE CONSOLIDATED AND COMBINED CARVE-OUT FINANCIAL STATEMENTS**  
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Under the purchase method of accounting when control is obtained, the noncontrolling interest is required to be measured at its fair value at the acquisition date. Management has concluded that the pro-rata values of the controlling and noncontrolling interests are the same. The fair value of the consideration transferred and the fair value of the 49% interest of the noncontrolling interest will be allocated to assets acquired and liabilities assumed as of the acquisition date with any remaining unallocated amount recognized as goodwill.

The Partnership is in the process of finalizing the accounting for the acquisition and allocation of the purchase price of the acquisition to identifiable assets acquired and liabilities assumed have not been concluded upon by management. Therefore the Partnership has not provided a preliminary purchase price allocation or the unaudited pro forma information related to revenue and net income assuming the acquisition of the *Höegh Grace* entities occurred as of January 1, 2014. Additional business combination disclosures will be presented in the Partnership's next available interim report.

## Report of Independent Auditors

The Board of Directors of Høegh LNG Partners LP

We have audited the accompanying combined financial statements of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., which comprise the combined balance sheets as of December 31, 2016 and 2015, and the related combined statements of income, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2016, and the related notes to the combined financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined financial position of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. at December 31, 2016 and 2015, and the combined results of their operations and their cash flows for each of the three years in the period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young AS  
Oslo, Norway  
April 6, 2017

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**COMBINED STATEMENTS OF INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014**  
(in thousands of U.S. dollars)

	Notes	2016	2015	2014
<b>REVENUES</b>				
Time charter revenues	3	\$ 86,544	85,396	\$ 82,638
<b>Total revenues</b>		<u>86,544</u>	<u>85,396</u>	<u>82,638</u>
<b>OPERATING EXPENSES</b>				
Vessel operating expenses	10	(15,817)	(17,166)	(15,026)
Administrative expenses	10	(2,396)	(1,820)	(1,944)
Depreciation and amortization	5	(19,666)	(19,070)	(18,912)
<b>Total operating expenses</b>		<u>(37,879)</u>	<u>(38,056)</u>	<u>(35,882)</u>
<b>Operating income</b>		<u>48,665</u>	<u>47,340</u>	<u>46,756</u>
<b>FINANCIAL INCOME (EXPENSES), NET</b>				
Interest income	4	3	—	—
Interest expense	4, 10	(30,188)	(32,226)	(34,241)
Gain (loss) on derivative instruments	4, 12	14,183	18,492	(23,757)
Other financial items, net	4	(35)	24	(34)
<b>Total financial income (expense), net</b>		<u>(16,037)</u>	<u>(13,710)</u>	<u>(58,032)</u>
<b>Income before tax</b>		<u>32,628</u>	<u>33,630</u>	<u>(11,276)</u>
Income tax expense		—	—	—
<b>Net income (loss)</b>		<u>\$ 32,628</u>	<u>\$ 33,630</u>	<u>\$ (11,276)</u>

*The accompanying notes are an integral part of the combined financial statements.*

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.  
 COMBINED STATEMENTS OF COMPREHENSIVE INCOME  
 FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014  
 (in thousands of U.S. dollars)**

	2016	2015	2014
<b>Net income (loss)</b>	\$ 32,628	33,630	\$ (11,276)
Other comprehensive income	—	—	—
<b>Comprehensive income (loss)</b>	<u>\$ 32,628</u>	<u>33,630</u>	<u>\$ (11,276)</u>

*The accompanying notes are an integral part of the combined financial statements.*

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**COMBINED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2016 AND 2015**  
(in thousands of U.S. dollars)

	Notes	2016	2015
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	11	\$ 9,506	\$ 4,197
Restricted cash	9,11	8,458	8,444
Trade receivables		1,348	—
Prepaid expenses	10	3,144	1,957
<b>Total current assets</b>		<u>22,456</u>	<u>14,598</u>
<b>Long-term assets</b>			
Restricted cash	9,11	25,107	25,104
Vessels, net of accumulated depreciation	5,10,13	567,187	585,017
<b>Total long-term assets</b>		<u>592,294</u>	<u>610,121</u>
<b>Total assets</b>		<u>\$ 614,750</u>	<u>\$ 624,719</u>
<b>LIABILITIES AND EQUITY</b>			
<b>Current liabilities</b>			
Current portion of long-term debt	9,11	\$ 23,503	\$ 22,093
Trade payables		86	64
Amounts due to owners and affiliates	6	13,654	14,795
Derivative instruments	12	13,588	20,239
Prepaid and deferred revenue	7	11,309	4,123
Accrued liabilities	8,10	8,750	6,880
<b>Total current liabilities</b>		<u>70,890</u>	<u>68,194</u>
<b>Long-term liabilities</b>			
Long-term debt	2b,9,11	453,957	477,102
Loans due to owners	6,11	1,887	13,722
Derivative instruments	12	79,533	87,065
Prepaid and deferred revenue	7	42,929	45,710
<b>Total long-term liabilities</b>		<u>578,306</u>	<u>623,599</u>
<b>Total liabilities</b>		<u>649,196</u>	<u>691,793</u>
<b>EQUITY</b>			
Paid in capital		100	100
Retained deficit		(34,546)	(67,174)
<b>Total equity</b>		<u>(34,446)</u>	<u>(67,074)</u>
<b>Total liabilities and equity</b>		<u>\$ 614,750</u>	<u>\$ 624,719</u>

*The accompanying notes are an integral part of the combined financial statements.*

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.  
 COMBINED STATEMENTS OF CHANGES IN EQUITY  
 FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014  
 (in thousands of U.S. dollars)**

	Paid in Capital	Retained Deficit	Accumulated Other Comprehensive Income	Total Equity
<b>Balance as of December 31, 2013</b>	\$ 100	(89,528)	—	\$ (89,428)
Net income	—	(11,276)	—	(11,276)
Other comprehensive income	—	—	—	—
<b>Balance as of December 31, 2014</b>	100	(100,804)	—	(100,704)
Net income	—	33,630	—	33,630
Other comprehensive income	—	—	—	—
<b>Balance as of December 31, 2015</b>	100	(67,174)	—	(67,074)
Net income	—	32,628	—	32,628
Other comprehensive income	—	—	—	—
<b>Balance as of December 31, 2016</b>	\$ 100	(34,546)	—	\$ (34,446)

*The accompanying notes are an integral part of the combined financial statements.*

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**COMBINED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 and 2014**  
(in thousands of U.S. dollars)

	2016	2015	2014
<b>OPERATING ACTIVITIES</b>			
Net income (loss)	\$ 32,628	33,630	\$ (11,276)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	19,666	19,070	18,912
Unrealized gain (loss) on derivative instrument	(14,183)	(18,492)	23,757
Accrued interest expense on loans to owners	(1,486)	1,669	2,217
Amortization of deferred revenue	(4,156)	(2,686)	(1,718)
Amortization of deferred debt issuance cost	358	364	368
Expenditure for drydocking	(270)	(3,328)	—
Cash received and recorded as deferred revenue	6,835	26,147	4,992
Changes in working capital:			
Trade receivables	(1,348)	154	(123)
Prepaid expenses	540	952	(668)
Amounts due to owners and affiliates	569	(651)	165
Trade payables	22	24	40
Accrued liabilities	1,433	291	45
<b>Net cash provided by operating activities</b>	<b>40,608</b>	<b>57,144</b>	<b>36,711</b>
<b>INVESTING ACTIVITIES</b>			
Expenditure for vessel modification and equipment	(1,129)	(22,862)	(4,717)
<b>Net cash used in investing activities</b>	<b>(1,129)</b>	<b>(22,862)</b>	<b>(4,717)</b>
<b>FINANCING ACTIVITIES</b>			
Repayment of long-term debt	(22,093)	(20,768)	(19,521)
Repayment of principal of loans due to owners	(12,060)	(11,592)	(13,332)
(Increase) decrease in restricted cash	(17)	(40)	(88)
<b>Net cash used in financing activities</b>	<b>(34,170)</b>	<b>(32,400)</b>	<b>(32,941)</b>
<b>Increase (decrease) in cash and cash equivalents</b>	<b>5,309</b>	<b>1,882</b>	<b>(947)</b>
Cash and cash equivalents, beginning of year	4,197	2,315	3,262
<b>Cash and cash equivalents, end of year</b>	<b>\$ 9,506</b>	<b>4,197</b>	<b>\$ 2,315</b>

*The accompanying notes are an integral part of the combined financial statements.*

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

**1. Description of business**

Høegh LNG Partners LP (the “Partnership”) was formed under the laws of the Marshall Islands on April 28, 2014 as an indirect 100% owned subsidiary of Høegh LNG Holdings Ltd. (“Høegh LNG”) for the purpose of acquiring certain of Høegh LNG’s interests in entities including SRV Joint Gas Ltd. (the owner of the *Neptune*), and SRV Joint Gas Two Ltd. (the owner of the *GDF Suez Cape Ann*) in connection with the Partnership’s initial public offering of its common units (the “IPO”). On August 12, 2014, the Partnership completed its IPO. Prior to the closing of the IPO, Høegh LNG contributed to the Partnership its 50% equity in each of the entities owning the *Neptune*, the *GDF Suez Cape Ann* and the shareholder loans due to it from those entities.

These combined financial statements which include the individual financial statements of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., have been prepared in accordance with United States generally accepted accounting principles (“US GAAP”) for the purpose of meeting the requirements of Securities and Exchange Commission Rule 3-09 of Regulation S-X. The Partnership owns 50% in each of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., and the remaining 50% ownership interests are held by joint venture partners, Mitsui O.S.K. Lines, Ltd. and Tokyo LNG Tanker Co. The *Neptune* and the *GDF Suez Cape Ann* are floating storage regasification units (“FSRUs”) and are collectively referred to in these combined financial statements as the vessels or the “FSRUs.” SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. are referred to in these combined financial statements individually as the “joint venture” and together as the “joint ventures.”

The *Neptune* and the *GDF Suez Cape Ann* operate under long-term time charters with GDF Suez Global LNG Supply S.A. (“GDF Suez”), a subsidiary of ENGIE, with expiration dates in 2029 and 2030, respectively, and, in each case, with an option to extend for up to two additional periods of five years each. In the years ended December 31, 2016, 2015 and 2014, 100% of the joint ventures’ total revenues were derived from GDF Suez.

Høegh LNG Fleet Management AS, a subsidiary of Høegh LNG, provided commercial and technical operations of the FSRUs for the years ended December 31, 2016, 2015 and 2014.

The following table lists the entities combined in these combined financial statements and their purpose as of December 31, 2016.

Name	Jurisdiction of Incorporation	Purpose
SRV Joint Gas Ltd. (50% ownership)	Cayman Islands	Owens <i>Neptune</i>
SRV Joint Gas Two Ltd. (50% ownership)	Cayman Islands	Owens <i>GDF Suez Cape Ann</i>

**2. Significant accounting policies**

**a. Basis of presentation**

The combined financial statements include the financial statements of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd., which are under common management. The combined financial statements are prepared in accordance with the US GAAP policies of the Partnership. All inter-company balances and transactions are eliminated.

**b. Accounting policies**

***Foreign currencies***

The reporting currency in the combined financial statements is the U.S. dollar, which is the functional currency of each of the joint ventures. All revenues are received in U.S. dollars and a majority of the expenditures for investments and all of the long-term debt and shareholder loans are denominated in U.S. dollars. Transactions denominated in other currencies during the year are converted into U.S. dollars using the exchange rates in effect at the time of the transactions. Monetary assets and liabilities that are denominated in currencies other than the U.S. dollar are translated at the exchange rates in effect at the balance sheet date. Resulting gains or losses are reflected in the accompanying combined statements of income.

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

***Time charter revenues and related expenses***

*Time charter revenues:*

Revenue arrangements may include the right to use FSRUs for a stated period of time that meet the criteria for lease accounting, in addition to providing a time charter service element. Leases are classified based upon defined criteria either as direct financing leases or operating leases. A lease that transfers substantially all of the benefits and risks of the FSRU to the charterer is accounted for as a financing lease by the lessor. All other leases that do not meet the criteria are classified as operating leases.

Time charter revenues consist of charter hire payments under time charters, fees for providing time charter services, fees for reimbursement for actual vessel operating expenses and drydocking costs borne by the charterer on a pass through basis; as well as fees for the reimbursement of certain vessel modifications or other costs borne by the charterer.

The lease element of time charters accounted for as operating leases and any upfront payments for amounts reimbursed by the charterer are recognized on a straight line basis over the term of the charter. The lease element of *Neptune* and the *GDF Cape Ann* time charters, which do not meet the criteria of a direct financing lease, are accounted for as operating leases.

Revenues for the lease element of time charters are not recognized for days that the FSRUs are off-hire.

Fees for providing time charter services and reimbursements for actual vessel operating expenses are recognized as revenues as services are performed. Revenues for the time charter services element are not recognized for days that the FSRUs are off-hire.

Fees for modifications or other additions to equipment are deferred and amortized over the shorter of the remaining charter period or the useful life of the additions. Upfront payments of fees for reimbursement of drydocking costs are recognized on a straight line basis over the period to the next drydocking, which is generally between five and seven years.

*Related expenses:*

Voyage expenses include bunker fuel expenses, port fees, cargo loading and unloading expenses, canal tolls and agency fees. Voyage expenses are all expenses unique to a particular voyage and when a vessel is on hire under time charters are the responsibility of, and paid directly by the charterers and not included in the income statement. When the vessel is off-hire, voyage expenses, principally fuel, may also be incurred and are paid by the joint venture.

Vessel operating expenses, reflected in expenses in the income statement, include crewing, repairs and maintenance, insurance, stores, lube oils, communication expenses and technical management fees. Høegh LNG Fleet Management AS provides the technical operation services of the FSRUs. Therefore, the joint ventures have no employees. When the vessel is on hire, vessel operating expenses are invoiced as fees to the charterer. When the vessel is off-hire, vessel operating expenses are not invoiced to the charterer.

Voyage expenses, if applicable, and vessel operating expenses are expensed when incurred.

***Insurance claims***

Insurance claims for property damage are recorded, net of any deductible amounts, for recoveries up to the amount of loss recognized when the claims submitted to insurance carriers are probable of recovery. Claims for property damage in excess of the loss recognized and for loss off hire are considered gain contingencies, which are recognized when the proceeds are received.

***Income taxes***

The joint ventures are not liable for income taxes to the Cayman Islands and therefore would only incur income tax liabilities to the extent assessed by countries in which they operate. As of December 31, 2016, 2015 and 2014, the joint ventures believe that they incurred no income tax expenses or liabilities.

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

***Cash and cash equivalents***

Cash, banks deposits, time deposits and highly liquid investments with original maturities of three months or less are recognized as cash and cash equivalents.

***Restricted cash***

Restricted cash consist of bank deposits, which may only be used to settle payments as required by loan agreements. Restricted cash is classified as long-term when the settlement or required loan agreement period is more than 12 months from the balance sheet date.

***Trade receivables and allowance for doubtful accounts***

Trade receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is management's best estimate of the amount of probable credit losses in existing accounts receivable based on historical write-off experience and customer economic data. Account balances are charged off against the allowance when management believes that the receivable will not be recovered. The allowance for doubtful accounts was \$0 for the years ended December 31, 2016 and 2015.

***Vessels***

All costs incurred during the construction of newbuildings, including interest and supervision and technical costs, are capitalized. Vessels are stated at cost less accumulated depreciation. Depreciation is calculated on a straight-line basis over a vessel's estimated useful life, less an estimated residual value. Depreciation is calculated using an estimated useful life of 35 years for the FSRUs.

Modifications to the vessels, including the addition of new equipment, which improves or increases the operational efficiency, functionality or safety of the vessels are capitalized. These expenditures are amortized over the estimated useful life of the modification.

Expenditures covering recurring routine repairs and maintenance are expensed as incurred.

Drydocking expenditures are capitalized when incurred and amortized over the period until the next anticipated drydocking. For vessels that are newly built, the "built-in overhaul" method of accounting is applied. Under the built-in overhaul method, costs of the newbuilding are segregated into costs that should be depreciated over the useful life of the vessel and costs that require drydocking at periodic intervals. The drydocking component is amortized until the date of the first drydocking following the delivery, upon which the actual drydocking cost is capitalized and the process is repeated. Costs of drydocking incurred to meet regulatory requirements or improve the vessel's operating efficiency, functionality or safety are capitalized. Costs incurred related to routine repairs and maintenance performed during drydocking are expensed.

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS**  
(in thousands of U.S. dollars, unless otherwise indicated)

***Impairment of long-lived assets***

Vessels are assessed for impairment when events or circumstances indicate the carrying amount of the asset may not be recoverable. When such events or changes in circumstances are present, the recoverability of vessels are assessed by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the vessel's net carrying value exceeds the net undiscounted cash flows expected to be generated over its remaining useful life, the carrying amount of the asset is reduced to its estimated fair value. An impairment loss is recognized based on the excess of the carrying amount over the fair value of the vessel.

***Derivative instruments***

Derivatives are entered into to reduce market risks associated with its operations. The joint ventures have interest rate swaps for the management of interest rate risk exposure. The interest rate swaps have the effect of converting a portion of the outstanding debt from a floating to a fixed rate over the life of the transactions. As of December 31, 2016 and 2015, the interest rate swaps were not designated as hedges for accounting purposes.

All derivative instruments are initially recorded at fair value as either current or long-term assets or liabilities as derivative instruments in the combined balance sheet and are subsequently remeasured to fair value. The changes in the fair value of the derivative instruments are recognized in earnings under financial income (expenses), net as gain (loss) on derivative instruments.

***Interest on shareholder loans***

Interest on the shareholder loans is recorded to interest expense in the combined statements of income as incurred. The quarterly payments include a payment of interest for the first month of the quarter and repayment of principal. Interest is accrued for the last two months of the quarter for repayment after the full principal is repaid at the end of the loans. Payments of interest, including accrued interest repaid at the end of the loans, are treated as a component of net cash provided by operating activities in the combined statements cash flow. Payments of principal are included as a component of net cash used in financing activities in the combined statements cash flow.

***Prepaid and deferred revenue***

Prepaid revenue includes prepayments of fees for charter hire, vessel operating expenses or other future services. Deferred revenues include payments from charterers for certain vessel modifications and upfront payments for drydocking costs which is amortized over the charter term or until the next planned drydocking, respectively.

***Deferred debt issuance costs***

Debt issuance costs, including arrangement fees and legal expenses, are deferred and presented as a direct reduction from the outstanding principal of the related debt in the combined balance sheet and amortized on an effective interest rate method over the term of the relevant loan. Amortization of debt issuance costs is included as a component of interest expense. If a loan or part of a loan is repaid early, any unamortized portion of the deferred debt issuance costs is recognized as interest expense proportionate to the amount of the early repayment in the period in which the loan is repaid.

***Use of estimates***

The preparation of financial statements in accordance with US GAAP requires that management make estimates and assumptions affecting the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates subject to such estimates and assumptions include the useful lives of vessels, drydocking and the valuation of derivatives.

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***Recent accounting pronouncements***

In August 2014, the Financial Accounting Standards Board (“FASB”) issued new guidance for *Presentation of Financial Statements – Going Concern*. The amendments provide guidance for management’s responsibility to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern within one year after the date the financial statements are issued and to provide related footnote disclosures. No disclosure is required if there is no substantial doubt an entity’s ability to continue as a going concern. The amendments are effective for annual periods ending after December 15, 2016, and including interim periods within those annual periods. The joint ventures’ implemented this guidance which did not impact the joint ventures’ combined financial statements.

In May 2014, the FASB issued a new accounting standard, Revenue from Contracts with Customers, as subsequently updated by the FASB. Under the new standard, an entity must identify performance obligations and the transaction price in a contract, and allocate the transaction price to specific performance obligations to recognized revenue when the obligations are completed. Revenue for most contracts with customers will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration that the entity expects to be entitled, subject to certain limitations. Under the new standard, additional qualitative and quantitative disclosures are required. The scope of this guidance does not apply to leases, financial instruments, guarantees and certain non-monetary transactions. However, the scope of the guidance does apply to the allocation of the transaction price to lease elements and non-lease elements. The standard is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The Joint Ventures has made an initial assessment of the impact of this standard on its contracts for evaluating potential material effects of this standard on its combined financial statements when adopted. The most significant implementation matters for the Joint Ventures involve the allocation of the transaction price, subject to certain limitations, to the lease element, which is covered by other guidance, and the non-lease or service element for which this guidance applies. Based upon the analysis to date, the Joint Ventures does not expect material effects to the allocation of the transaction price to lease elements and service elements or material effects on the timing or amounts of revenue recognized under the guidance of this standard. The Joint Ventures will complete detailed analysis on a contract by contract basis prior to implementing the standard and evaluating the disclosure requirements. The Joint Ventures will implement the standard on January 1, 2018 and expects to apply the modified retrospective approach with the cumulative effect of initially applying the standard as an adjustment to the opening balance of equity.

In February 2016, the FASB issued revised guidance for leasing, Leases. The objective is to establish the principles that lessors and lessees shall apply to report useful information to users of financial statements about the amount, timing and uncertainty of cash flows arising from a lease. The standard is effective for annual periods beginning after December 15, 2018, and including interim periods within those annual periods. Early adoption is permitted. The Joint Ventures is currently assessing the impact the adoption of this standard will have on the combined financial statements and related disclosures.

In August 2016, the FASB issued revised guidance for *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments*. The guidance clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The joint ventures’ are currently assessing the impact the adoption of this standard will have on the combined statement of cash flows.

In November 2016, the FASB issued revised guidance for *Statement of Cash Flows: Restricted Cash*. The amendments require that the statement of cash flows explain the change during the period in the total cash, cash equivalents and amounts generally described as restricted cash when reconciling the beginning of period and end of period total amounts shown on the statement of cash flows. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods. Early adoption is permitted. The joint ventures’ are currently assessing the impact the adoption of this standard will have on the combined statement of cash flows.

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**3. Time charter revenues**

As at December 31, 2016, the minimum contractual future revenues to be received under the time charters as of December 31, 2016, during the next five years and thereafter are as follows:

(in thousands of U.S. dollars)	<b>Total</b>
2017	\$ 65,735
2018	65,735
2019	65,735
2020	65,735
2021	65,735
Thereafter	536,596
<b>Total</b>	<b>\$ 865,271</b>

The long-term time charters for the *Neptune* and the *GDF Suez Cape Ann* with GDF Suez have initial terms of 20 years expiring in 2029 and 2030, respectively. The time charters are accounted for as operating leases. The minimum contractual future revenues include the fixed payments for the lease and services elements for the 20 year period but exclude the variable fees from the charterer for vessel operating costs, and the subsequent modification and drydocking costs. Additionally, each time charter has options to extend the contract term for two five-year periods. Payments for option periods are not included in minimum contractual future revenues until such time as the options are exercised.

**4. Financial income (expense)**

(in thousands of U.S. dollars)	Year ended December 31,		
	2016	2015	2014
<b>Interest income</b>	\$ 3	—	\$ —
<b>Interest expense:</b>			
Interest expense	(29,830)	(31,862)	(33,873)
Amortization of deferred debt issuance cost	(358)	(364)	(368)
<b>Total interest expense</b>	<b>(30,188)</b>	<b>(32,226)</b>	<b>(34,241)</b>
Unrealized gain (loss) on derivative instruments	14,183	18,492	(23,757)
Other financial items, net	(35)	24	(34)
<b>Total financial income (expense), net</b>	<b>\$ (16,037)</b>	<b>(13,710)</b>	<b>\$ (58,032)</b>

Interest expense for the years ended December 31, 2016, 2015 and 2014 included interest expense of \$1,655, \$2,597 and \$3,439, respectively, on the subordinated shareholders loans from the Partnership and other joint venture owners (note 10). The unrealized gain (loss) on derivative instruments related to the mark to market adjustment on the interest rate swaps (note 12).

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**5. Vessels, net of accumulated depreciation**

<b>(in thousands of U.S. dollars)</b>	<b>Vessels</b>	<b>Dry-docking</b>	<b>Total</b>
Historical cost December 31, 2014	\$ 660,173	8,443	\$ 668,616
Additions	22,862	3,328	26,190
Historical cost December 31, 2015	683,035	11,771	694,806
Accumulated depreciation December 31, 2014	(84,060)	(6,659)	(90,719)
Depreciation for the year	(18,109)	(961)	(19,070)
Accumulated depreciation December 31, 2015	(102,169)	(7,620)	(109,789)
<b>Vessels, net December 31, 2015</b>	<b>580,866</b>	<b>4,151</b>	<b>585,017</b>
Historical cost December 31, 2015	683,035	11,771	694,806
Additions	1,566	270	1,836
Historical cost December 31, 2016	684,601	12,041	696,642
Accumulated depreciation December 31, 2015	(102,169)	(7,620)	(109,789)
Depreciation for the year	(18,526)	(1,140)	(19,666)
Accumulated depreciation December 31, 2016	(120,695)	(8,760)	(129,455)
<b>Vessels, net December 31, 2016</b>	<b>\$ 563,906</b>	<b>3,281</b>	<b>\$ 567,187</b>

**6. Amounts and loans due to owners and affiliates**

Amounts due to owners and affiliates include trade liabilities and the current portion of the long-term loans due to owners. Trade liabilities due to owners and affiliates principally relate to short term funding of operations by affiliates and do not bear interest.

<b>(in thousands of U.S. dollars)</b>	<b>As of</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Trade liabilities due to owners and affiliates	\$ 1,104	\$ 535
Current portion of long-term loans due to owners	12,550	14,260
<b>Amounts due to owners and affiliates</b>	<b>\$ 13,654</b>	<b>\$ 14,795</b>

The current portion of long-term loans, included in the table above, and long-term loans due to owners and affiliates are as follows:

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The loans due to owners consist of shareholders loan where the principal amounts, including accrued interest, are repaid based on available cash after servicing of long-term bank debt. The shareholder loans are due not later than the 12th anniversary of delivery date of each FSRU. The *Neptune* and the *GDF Suez Cape Ann* were delivered November 30, 2009 and June 1, 2010, respectively. The shareholder loans are subordinated to the long-term bank debt, consisting of the Neptune facility and the Cape Ann facility described in note 9. Under terms of the shareholder loan agreements, the repayments shall be prioritized over any dividend payment to the owners of the joint ventures. The shareholder loans bear interest at a fixed rate of 8.0% per year. The Partnership is due 50% of the outstanding balance and the other joint venture partners have, on a combined basis, an equal amount of shareholder loans outstanding at the same terms to each of the joint ventures.

The shareholder loans have financed part of the construction of the vessels and operating expenses until the delivery and commencement of operations of the *Neptune* and the *GDF Suez Cape Ann*. In 2011, the joint ventures began repaying principal and a portion of the interest expense based on available cash after servicing of the external debt. The quarterly payments include a payment of interest for the first month of the quarter and a repayment of principal. Interest is accrued for the last two months of the quarter for repayment after the full principal is repaid at the end of the loans. However, there is no fixed repayment schedule. Since the shareholder loans are subordinated to long-term bank debt, the repayment plan is subject to quarterly discretionary revisions based on available cash after servicing of the long-term bank debt.

**7. Prepaid and deferred revenue**

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Current deferred revenue	\$ 11,309	\$ 4,123
Long-term deferred revenue	42,929	45,710
Total prepaid and deferred revenue	\$ 54,238	\$ 49,833

**8. Accrued liabilities**

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
Accrued external interest expense	\$ 4,605	\$ 4,878
Other accruals	4,145	2,002
Accrued liabilities	\$ 8,750	\$ 6,880

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**9. Debt**

<b>(in thousands of U.S. dollars)</b>	<b>As of December 31,</b>	
	<b>2016</b>	<b>2015</b>
\$300 million Neptune facility	\$ 236,054	\$ 247,162
\$300 million Cape Ann facility	243,222	254,207
Outstanding principal	479,276	501,369
Unamortized debt issuance cost	(1,816)	(2,174)
<b>Total debt</b>	<b>477,460</b>	<b>499,195</b>
Less: Current portion of long-term debt	(23,503)	(22,093)
<b>Long-term debt</b>	<b>\$ 453,957</b>	<b>\$ 477,102</b>

*Neptune facility*

In December 2007, the joint venture owning *Neptune*, as the borrower, entered into a \$300 million secured facility with a syndicate of banks as long term financing of the construction of the *Neptune* (the “Neptune facility”). The facility is secured with a first priority mortgage of the *Neptune*, an assignment of its rights under the time charter and a pledge of the borrower’s cash accounts. The Partnership and the other owners of the borrower have provided a negative pledge of shares in the borrower as security for the facility. In addition, Høegh LNG Holdings Ltd. and MOL guarantee funding of drydocking costs and remarketing efforts in the event of an early termination of the charter.

The Neptune facility is repayable in quarterly installments over twelve years with a final balloon payment of \$165 million due in April 2022. The Neptune facility bears interest at a rate equal to three month LIBOR plus a margin of 0.5%. The syndicate of banks also provides interest rate swaps to the borrower (see note 12), which are not reflected in the LIBOR rate for the facility.

There were no financial covenants in the Neptune facility as of December 31, 2016 and 2015, but certain other covenants and restrictions apply. The borrower is required to maintain insurance coverage for damage to the FSRU equivalent to 120% of the aggregate outstanding loan balance and loss of hire insurance. The borrower must maintain cash accounts with the syndicate of banks for its operating account, restricted cash for debt service for the next six months including interest payment on the facility and associated interest rate swap agreements and certain distribution accounts. Cash in the operating account from charter hire will be applied for the following purposes in the following order; first, to pay operating costs, insurance, taxes and technical management fees; second, to transfer to the debt service retention account on each debt service retention date all or part of the debt service retention amount for such debt service retention date; third, to transfer funds to the restricted cash account for debt service until reserve requirements are met; finally, to transfer funds to certain distribution accounts. Certain conditions apply to making disbursements or paying dividends from the distribution accounts, including meeting a 1.20 historical and projected debt service coverage ratio, no event of default then continuing and debt service reserve, retention accounts are fully funded, or the written consent of the lenders. The facility agreement limits the borrower’s ability to incur additional debt, enter into certain material transactions and make guarantees.

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*Cape Ann facility*

In December 2007, the joint venture owning *GDF Suez Cape Ann*, as the borrower, entered into a \$300 million secured facility with a syndicate of banks as long term financing of the construction of the *Cape Ann* (the “Cape Ann facility”). The facility is secured with a first priority mortgage of the *GDF Suez Cape Ann*, an assignment of its rights under the time charter and a pledge of the borrower’s cash accounts. The Partnership and the other owners of the borrower have provided a negative pledge of shares in the borrower as security for the facility. In addition, Höegh LNG Holdings Ltd. and MOL guarantee funding of drydocking costs and remarketing efforts in the event of an early termination of the charter.

The Cape Ann facility is repayable in quarterly instalments over twelve years with a final balloon payment of \$165 million due in October 2022. The Cape Ann facility bears interest at a rate equal to three month LIBOR plus a margin of 0.5%. The syndicate of banks also provides interest rate swaps to the borrower (see note 12), which are not reflected in the LIBOR rate for the facility.

There are no financial covenants in the Cape Ann facility as of December 31, 2016 and 2015, but certain other covenants and restrictions apply. The borrower is required to maintain insurance coverage for damage to the FSRU equivalent to 120% of the aggregate outstanding loan balance and loss of hire insurance. The borrower must maintain cash accounts with the syndicate of banks for its operating account, restricted cash for debt service for the next six months including interest payment on the facility and associated interest rate swap agreements and certain distribution accounts. Cash in the operating account from charter hire will be applied for the following purposes in the following order; first, to pay operating costs, insurance, taxes and technical management fees; second, to transfer to the debt service retention account on each debt service retention date all or part of the debt service retention amount for such debt service retention date; third, to transfer funds to the restricted cash account for debt service until reserve requirements are met; finally, to transfer funds to certain distribution accounts. Certain conditions apply to making disbursements or paying dividends from the distribution accounts, including meeting a 1.20 historical and projected debt service coverage ratio, no event of default then continuing and debt service reserve, retention accounts are fully funded, or the written consent of the lenders. The facility agreement limits the borrower’s ability to incur additional debt, enter into certain material transactions and make guarantees.

The debt is denominated in U.S. dollars and bears interest at floating rates at a weighted average interest rate for the years ended December 31, 2016, 2015 and 2014 of 1.17%, 0.84% and 0.80 % respectively.

The outstanding debt as of December 31, 2016 is repayable as follows:

**(in thousands of U.S. dollars)**

2017	\$	23,503
2018		25,003
2019		26,599
2020		28,297
2021		30,103
2022 and thereafter		345,771
<b>Total</b>	<b>\$</b>	<b><u>479,276</u></b>

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**10. Related party transactions**

The joint ventures are single purpose joint ventures owning and operating the FSRUs. See note 6 for amounts and loans due to owners and affiliates. The joint ventures do not have any employees. As described in note 1, a subsidiary of Høegh LNG has charged the joint ventures for the years ended December 31, 2016, 2015 and 2014 for the provision of technical and commercial management of the FSRUs. Amounts included in the combined statements of income for the years ended December 31, 2016, 2015 and 2014 or capitalized in the combined balance sheets as of December 31, 2016 and 2015 are as follows:

<b>Statement of income:</b> <b>(in thousands of U.S. dollars)</b>	<b>Year ended</b> <b>December 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
<i>Vessel operating expenses:</i>			
Technical management fees for FSRUs (1)	\$ 1,402	1,350	\$ 1,344
Other vessel operating expenses (2)	14,415	15,816	13,682
<i>Administrative expenses:</i>			
Commercial management fees for FSRUs (1)	544	630	570
Other fees (3)	862	740	755
Commercial and administration expenses related to modifications (4)	812	179	519
<i>Financial income (expense):</i>			
Interest expense from shareholder loans (5)	1,655	2,597	3,439
<b>Total</b>	<b>\$ 19,690</b>	<b>21,312</b>	<b>\$ 20,309</b>

<b>Balance sheet:</b> <b>(in thousands of U.S. dollars)</b>	<b>As of</b> <b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
<i>Vessels</i>		
Supervision cost for modifications (6)	\$ 184	\$ 174
<b>Total long-term assets</b>	<b>\$ 184</b>	<b>\$ 174</b>

- 1) *Technical and commercial management fees for FSRUs:* Høegh LNG Fleet Management AS, a subsidiary of Høegh LNG, provided commercial and technical operations of the FSRUs as well as bookkeeping and administrative support for which it was paid a fixed annual fee as agreed with the charterer and other owners, respectively.
- 2) *Other vessel operating expenses:* In addition to the technical management fees, Høegh LNG Fleet Management AS, invoices the joint ventures for the actual costs incurred for vessel operating expenses such as crewing, repairs and maintenance, insurance, stores, lube oils and communication expenses.
- 3) *Other fees :* In addition to the commercial management fees, Høegh LNG charges an annual fee to the joint ventures in accordance with agreements with the joint venture owners.
- 4) *Commercial and administration expenses related to modifications:* Høegh LNG Fleet Management AS manages the process for major modifications to vessels. Costs include manning for the services, accommodation and travel cost. Manning costs are based upon actual hours incurred. These costs are not subject to capitalization.
- 5) *Interest expense from shareholder loans:* The Partnership and the other owners have provided subordinated financing to the joint ventures as shareholder loans. Interest expense is accrued monthly for the shareholder loans and recorded to interest expense. Under terms of the shareholders' loan agreement, the principal and interest is repaid based upon available cash after servicing long-term bank debt (note 9) and, accordingly, only a portion of the accrued interest expense has been paid for the years ended December 31, 2016, 2015 and 2014. In the combined statements of cash flows, the interest expense paid for the period is included in net cash flows provided from operating activities.
- 6) *Supervision cost for modifications:* Høegh LNG Fleet Management AS manages the process for major modifications to vessels including site supervision at the shipyard. Costs include manning for the services and direct accommodation and travel cost. Manning costs are based upon actual hours incurred. Such costs, excluding overhead charges, are capitalized as part of the cost of the modification of the vessel.

**Prepaid expenses and accrued liabilities to related parties**

<b>(in thousands of U.S. dollars)</b>	<b>As of</b> <b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Accrued liability to affiliates	\$ (380)	\$ —
Prepayment to affiliates for vessel operating expenses	\$ —	\$ 483

The balance as of December 31, 2016 relate to payables to Høegh LNG Fleet Management AS for services described above.

The balance as of December 31, 2015 related to prepayments to Høegh LNG Fleet Management AS for services described above.

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**11. Financial Instruments**

***Fair value measurements***

The following methods and assumptions were used to estimate the fair value of each class of financial instrument:

**Cash and cash equivalents and restricted cash** – The fair value of the cash and cash equivalents and restricted cash approximates its carrying amounts reported in the combined balance sheets.

**Loan due to owners** – The fair values of the fixed rate subordinated shareholder loans are estimated using discounted cash flow analyses based on rates currently available for debt with similar terms and remaining maturities and the current credit worthiness of the joint ventures.

**Total debt** – The fair values of the variable-rate debt are estimated using discounted cash flow analyses based on rates currently available for debt with similar terms and remaining maturities and the current credit worthiness of the joint ventures.

**Derivative instruments**– The fair values of the interest rates swaps are estimated based on the present value of cash flows over the term of the instrument based on the relevant LIBOR interest rate curves, adjusted for the joint ventures' credit worthiness given the level of collateral provided and the credit worthiness of the counterparty to the derivative, as appropriate.

The fair value estimates are categorized by a fair value hierarchy based on the inputs used to measure fair value. The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The following table includes the estimated fair value and carrying value of those assets and liabilities that are measured at fair value on a recurring and non-recurring basis, as well as the estimated fair value of the financial instruments that are not accounted for at a fair value on a recurring basis.

(in thousands of U.S. dollars)	Level	As of December 31, 2016		As of December 31, 2015	
		Carrying amount Asset (Liability)	Fair value Asset (Liability)	Carrying amount Asset (Liability)	Fair value Asset (Liability)
<i>Recurring</i>					
Cash and cash equivalents	1	\$ 9,506	9,506	4,197	\$ 4,197
Restricted cash	1	33,565	33,565	33,548	33,548
Interest rate swaps	2	(93,121)	(93,121)	(107,304)	(107,304)
<i>Other</i>					
Loans due to owners	2	(14,437)	(14,710)	(27,982)	(28,656)
Total debt	2	\$ (477,460)	(445,584)	(499,195)	\$ (467,920)

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**12. Risk management and concentrations of risk**

Derivative instruments can be used in accordance with the overall risk management policy. As of December 31, 2016 and 2015, there are no derivative instruments designated as hedges for accounting purposes.

*Foreign Exchange Risk*

All revenues, financing, interest expenses from financing and most expenditures for newbuildings and vessel modifications are denominated in U.S. dollars. Certain operating expenses can be denominated in currencies other than U.S. dollars. As of December 31, 2016 and 2015, no derivative instruments have been used to manage foreign exchange risk.

*Interest Rate Risk*

Interest rate swaps can be utilized to exchange a receipt of floating interest for a payment of fixed interest to reduce the exposure to interest rate variability on its outstanding floating-rate debt. As at December 31, 2016 and 2015, there were interest rate swap agreements on the floating rate debt that are not designated as hedges for accounting purposes.

As of December 31, 2016, the following interest rate swap agreements were outstanding:

(in thousands of U.S. dollars)	Interest rate index	Notional amount	Fair value carrying amount liability	Term	Fixed interest rate (1)
<b>LIBOR-based debt</b>					
Interest rate swaps (2)	LIBOR	\$ 23,354	\$ 4,646	Oct 2029	5.345%
Interest rate swaps (2)	LIBOR	33,747	6,726	Oct 2029	5.353%
Interest rate swaps (2)	LIBOR	168,656	33,717	Oct 2029	5.363%
Interest rate swaps (2)	LIBOR	23,930	4,952	Apr 2030	5.385%
Interest rate swaps (2)	LIBOR	34,579	7,160	Apr 2030	5.389%
Interest rate swaps (2)	LIBOR	\$ 172,815	\$ 35,920	Apr 2030	5.399%
			<u>93,121</u>		

(1) Excludes the margins paid on the floating-rate loans of 0.5%

(2) All interest rate swaps are U.S. dollar denominated and principal amount reduces quarterly

The following table presents the location and fair value amounts of derivative instruments, segregated by type of contract, on the combined balance sheets.

(in thousands of U.S. dollars)	Current liabilities: derivative instruments	Long-term liabilities: derivative instruments
<b>As of December 31, 2016</b>		
Interest rate swaps	\$ 13,588	\$ 79,533
<b>As of December 31, 2015</b>		
Interest rate swaps	\$ 20,239	\$ 87,065

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Unrealized and realized gains (losses) of the interest rate swap are recognized in earnings and reported in gain (loss) on derivative instruments in the combined statements of income.

<b>(in thousands of U.S. dollars)</b>	<b>Year ended December 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Realized gains (losses)	\$ —	\$ —	\$ —
Unrealized gains (losses)	14,183	18,492	(23,757)
<b>Total</b>	<b>\$ 14,183</b>	<b>\$ 18,492</b>	<b>\$ (23,757)</b>

*Credit risk and concentrations of risk*

Credit risk is the exposure to credit loss in the event of non-performance by the counterparties related to cash and cash equivalents, restricted cash, trade receivables and interest rate swap agreements. In order to minimize counterparty risk, bank relationships are established with counterparties with acceptable credit ratings at the time of the transactions. Periodic evaluations are performed of the relative credit standing of those financial institutions. In addition, exposure is limited by diversifying among counter parties. There is a single charterer for both vessels so there is a concentration of risk related to trade receivables. Credit risk related to trade receivables is limited by performing ongoing credit evaluations of the charterer's financial condition. In addition, time charters generally require the payment of the time charter rates on the first banking day of the month of hire which limits the risk of non-performance. Accordingly, no collateral or other security is required. No losses were incurred relating to the charterer for the years ended December 31, 2016, 2015 and 2014. While the maximum exposure to loss due to credit risk is the book value at the balance sheet date, should the time charter terminate prematurely, there could be delays in obtaining a new time charter and the rates could be lower depending upon the prevailing market conditions.

**13. Commitments**

*Assets Pledged*

The following table summarizes the assets pledged for debt facilities as of December 31, 2016 and 2015:

<b>(in thousands of U.S. dollars)</b>	<b>Year ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Book value of vessel secured against long-term loans	\$ 567,187	\$ 585,017

**SRV JOINT GAS LTD. AND SRV JOINT GAS TWO LTD.**  
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**14. Supplemental cash flow information**

<b>(in thousands of U.S. dollars)</b>	<b>Year ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
<i>Supplemental cash flow information:</i>		
Interest paid	\$ 31,589	\$ 31,982

**15. Subsequent events**

Management evaluated subsequent events through April 6, 2017.

TECHNICAL SERVICES AGREEMENT  
(based on SHIPMAN 2009)

PART I

1. Place and date of Agreement

Oslo, Norway 17 October 2016

Vessel: Höegh Grace, IMO No. 9674907

3. HCOL (name, place of registered office and law of registry)

- (i) Name: Höegh LNG Colombia SAS
- (ii) Place of registered office: Bogota - Colombia
- (iii) Law of registry: Colombia

5. The Company (with reference to the ISM/ISPS Codes) (state name and IMO Unique Company Identification number. If the Company is a third party then also state registered office and principal place of business) (Cls. 1 and 9(c)(i))

- (i) Name: Höegh LNG Fleet Management AS
- (ii) IMO Unique Company Identification number: 5479796
- (iii) Place of registered office: Drammensveien 134, 0277 Oslo, Norway
- (iv) Principal place of business: Oslo, Norway

9. Chartering Services period (only to be filled in if "yes" stated in Box 8)

No

11. Insurance arrangements (state "yes" or "no" as agreed)

No

13. Interest (state rate of interest to apply after due date to outstanding sums)

LIBOR + 3% per annum

15. Technical Contractor's nominated account

N/A

2. Date of commencement of Agreement

Vessel Acceptance Date under the FSRU Operation & Services Agreement ("OSA") between HCOL and Sociedad Portuaria el Cayao S.A. E.S.P (SPEC)

4. Technical Contractor (name, place of registered office and law of registry)

- (i) Name: Höegh LNG Fleet Management AS
- (ii) Place of registered office: Drammensveien 134, 0277 Oslo, Norway
- (iii) Law of registry: Norway

6. Technical Management (state "yes" or "no" as agreed)

Yes

7. Crew Management (state "yes" or "no" as agreed)

No

8. Commercial Management (state "yes" or "no" as agreed)

No

10. Crew insurance arrangements (state "yes" or "no" as agreed)

- (i) Crew insurances\* (Cl. 5(b)): No
- (ii) Insurance for persons proceeding to sea onboard ): No

12. Optional insurances (state optional insurance(s) as agreed, such as piracy, kidnap and ransom, loss of hire and FD & D)

No

14. Annual Technical Service Fee

USD 748,000

16. Daily rate (state rate for days in excess of those agreed in budget)

N/A

17. Lay-up period / number of months

N/A

18. Minimum contract period (state number of months)

N/A

20. Severance Costs (state maximum amount)

N/A

22. Notices (state full style contact details for serving notice and communication to HCOL)

Høegh LNG Colombia S.A.S.

Avenida 82 No. 10 – 62 Bogota, Colombia

[Hoegh.Colombia@hoeghlng.com](mailto:Hoegh.Colombia@hoeghlng.com)

19. Technical Contractor fee on termination (state number of months to apply)

Two months

21. Dispute resolution

Arbitration in London

23. Notices (state full style contact details for serving notice and communication to the Technical Contractor)

Høegh LNG Fleet Management AS, Drammensveien 134, PO Box 4 Skoyen, NO- 0212 Oslo, Norway

Tel: +47-97557400 Fax 47-97557401

It is mutually agreed between the party stated in Box 3 and the party stated in Box 4 that this Agreement consisting of PART I and PART II as well as Annexes "A" (Details of Vessel or Vessels), "B", (Budget), attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annexes "A" and "B" shall prevail over those of PART II to the extent of such conflict but no further.

Signature(s) (HCOL)

/s/ Nils Jakob Hasle

Nils Jakob Hasle

Signature(s) (Technical Contractor)

/s/ Gorm O. Hillgaard

Gorm O. Hillgaard

**ENCLOSURES:**

APPENDIX A – Details of Vessel or Vessels

APPENDIX B – Budget

PART II – Background and basis of the Agreement

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ANNEX "A" (DETAILS OF VESSEL OR VESSELS)  
TECHNICAL SERVICES AGREEMENT  
BASED ON SHIPMAN 2009

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Date of Agreement: 17 October 2016

Name of Vessel: Höegh Grace

Particulars of Vessel:

Builder and Yard	Hyundai Heavy Industries, Co
Hull No.	2551
Year Built	2016
Port of Registry and Flag	Majuro. Republic of the Marshall Islands
IMO Number	9674907
Call Sign	V7JB2
Length overall	294.07 m
Length Between Perpendiculars	282 m
Breadth moulded	46 m
Depth moulded	26 m
Draught at summer freeboard (Extreme)	11.62 m
Height overall — keel to highest fixed point	62.77 m
Maximum air draught (with full ballast and half bunkers)(corresponding draughts)	53.69 m (at ballast draught 9.08)
Gross Tonnage (International)	109,844 MT
Net Tonnage (International)	36,743 MT
Gross Tonnage (Suez) SCGT	107,200
Net Tonnage (Suez) SCNT	89,950
Light Ship Displacement	34,755.8 MT
Displacement (maximum)	128,358 MT

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ANNEX "B" (BUDGET)  
TECHNICAL SERVICES AGREEMENT  
BASED ON SHIPMAN 2009

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Date of Agreement: 17 October 2016

Technical Contractor's initial budget with effect from the commencement date of this Agreement (see Box 2):

	<u>Annual Estimate</u>
Maritime personnel expenses	0
Services	928
Spares	0
Consumables	504
New installation	86
Damage	0
Insurance	0
Crew Agency fee	0
Ships radio and communication	50
Travel expenses, technical manager	55
Technical management fee	748
Financial income and expenses	0
<b>A - Operating Cost</b>	<b>2371</b>

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**PART II**  
**of**  
**Technical Services Agreement**  
**between**  
**Höegh LNG Colombia S.A.S. (“HCOL”)**  
**and**  
**Höegh LNG Fleet Management AS (“Technical Contractor”)**  
**Dated 17 October 2016**

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**SECTION 1 – Background and Basis of the Agreement**

---

**WHEREAS**

HCOL has entered into an FSRU Operation and Services Agreement (“OSA”) with Sociedad Portuaria el Cayao S.A. E.S.P (“SPEC”) for operating the FSRU Höegh Grace, IMO No. 9674907 (the “FSRU”), including the provision of technical management of the FSRU.

As per the OSA, HCOL undertakes towards SPEC to comply with the ISM Code and establish and maintain:

- (i) a documented safe working procedures system (including procedures for the identification and mitigation of risks);
- (ii) a documented environmental management system; and
- (iii) a documented accident/incident reporting system compliant with the requirements of the Flag State and the OSA.

The Technical Contractor is an ISM certified ship management company and is the technical manager and ISM manager for vessels in the Höegh LNG Group.

Based on the technical expertise of the Technical Contractor, HCOL wishes to contract the rendering of the Technical Services described hereunder and the Technical Contractor is willing to perform such Technical Services.

**1. Definitions**

In this Agreement, save where the Agreement otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

“**Agreement**” means Part I and II of the Technical Services Agreement entered into between HCOL and Technical Contractor.

“**Company**” (with reference to the ISM Code and the ISPS Code) means the organization identified in Box 5 of Part I or any replacement organization appointed by HCOL from time to time.

“**Crew**” means the personnel on-board the FSRU as provided by HCOL.

“**Crew Insurances**” means insurance of liabilities in respect of crew risks, which shall include but not be limited to death, permanent disability, sickness, injury, repatriation, shipwreck, unemployment indemnity and loss of personal effects.

“**Flag State**” means the State whose flag the Vessel is flying.

“**ISM Code**” means the International Management Code for the Safe Operation of Ships and for Pollution Prevention and any amendment thereto or substitution therefor.

“**ISPS Code**” means the International Code for the Security of Ships and Port Facilities and the relevant amendments to Chapter XI of SOLAS and any amendment thereto or substitution therefor.

“**Technical Contractor**” means the party identified in Box 4 of Part I.

“**Technical Services**” means the services described in Clause 4 below.

“**SMS**” means the Safety Management System (as defined by the ISM Code).

“**STCW 95**” means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 and any amendment thereto or substitution therefor.

“**Vessel**” means the vessel or vessels details of which are set out in Annex A to Part I.

## **2. Commencement and Appointment**

With effect from the date stated in Box 2 of Part I for the commencement of the Technical Services pertaining to the Agreement and continuing unless and until terminated as provided herein, HCOL hereby appoints the Technical Contractor and the Technical Contractor hereby agrees to provide the Technical Services pertaining to the Agreement for the Vessel, as required by HCOL.

## **3. Expertise of the Technical Contractor**

Subject to the terms and conditions herein provided, during the period of this Agreement, the Technical Contractor shall render the Technical Services pertaining to the Agreement in respect of the Vessel as required by HCOL.

HCOL shall rely on the technical expertise of the Technical Contractor when adopting any such technical decisions as will be required from time to time. The Technical Contractor shall render all the Services and instruct HCOL in all issues comprised under this Agreement in accordance with sound ship management practice, including but not limited to compliance with all relevant rules and regulations.

**PART II**

**Technical Services Agreement**

---

**SECTION 2 – Services**

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**4. Technical Services**

The Technical Contractor shall provide Technical Services which include, but are not limited to, the following services:

- (a) ensuring that the Vessel complies with the requirements of the laws of the Flag State;
- (b) ensuring compliance with the ISM Code;
- (c) ensuring compliance with the ISPS Code;
- (d) supervise the maintenance and general efficiency of the Vessel;
- (e) arranging and supervising repairs, alterations and the maintenance of the Vessel to the standards agreed with HCOL, provided that the Technical Contractor shall be entitled to incur the necessary expenditure to ensure that the Vessel will comply with all requirements and recommendations of the classification society, with the laws of the Flag State and of the places where the Vessel is required to trade;
- (f) arranging the supply of necessary stores and lubricating oil;
- (g) appointing surveyors and technical consultants as the Technical Contractor may consider from time to time to be necessary;
- (h) arranging for the supply of provisions unless provided by HCOL;
- (i) arranging for the sampling and testing of bunkers;
- (j) ensuring that the Crew, on joining the Vessel, are given proper familiarization with their duties in relation to the Vessel's SMS and that instructions, which are essential to the SMS are identified, documented and given to the Crew; and
- (k) any other technical management service that may be required by HCOL in connection with the Agreement and to ensure compliance with HCOL's obligations under the OSA with SPEC.

**PART II**

**Technical Services Agreement**

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**SECTION 3 – Obligations**

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**5. Technical Contractor's Obligations**

- (a) The Technical Contractor undertakes to use its best endeavours to provide the Technical Services pertaining to the Agreement to HCOL in accordance with sound ship management practice and to protect and promote the interests of HCOL in all matters relating to the provision of services hereunder.

Provided however, that in the performance of its responsibilities under this Agreement, the Technical Contractor shall be entitled to have regard to its overall responsibility in relation to all vessels as may from time to time be entrusted to its management and in particular, but without prejudice to the generality of the foregoing, the Technical Contractor shall be entitled to allocate available supplies, manpower and services in such manner as in the prevailing circumstances the Technical Contractor in its absolute discretion considers to be fair and reasonable.

- (b) Technical Contractor shall procure that the requirements of the Flag State are satisfied and shall agree to be appointed as the Company, assuming the responsibility for the operation of the Vessel and taking over the duties and responsibilities imposed by the ISM Code and the ISPS Code, if applicable.

**6. HCOL's Obligations**

- (a) HCOL shall pay all sums due to the Technical Contractor punctually in accordance with the terms of this Agreement. In the event of payment after the due date of any outstanding sums, the Technical Contractor shall be entitled to charge interest at the rate stated in Box 13 of Part I.

- (b) In accordance with Clause 4 (Technical Services) of Part II, HCOL shall:

- (i) report (or procure that the registered owners of the Vessel report) to the Flag State administration the details of the Technical Contractor as the Company as required to comply with the ISM and ISPS Codes;
- (ii) procure that any officers and ratings supplied by HCOL or by a third party on its behalf comply with the requirements of STCW 95; and
- (iii) instruct such officers and ratings to obey all reasonable orders of the Technical Contractor (in their capacity as the Company) in connection with the operation of the safety management system or otherwise for the purposes of the ISM code.

**PART II**

**Technical Services Agreement**

---

**SECTION 4 – Insurance, Budgets, Income, Expenses and Fees**

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**7. Insurance Policies**

HCOL shall procure that throughout the period of this Agreement:

- (a) the Vessel is insured for not less than its sound market value or entered for its full gross tonnage, as the case may be for:
  - (i) hull and machinery marine risks (including but not limited to crew negligence) and excess liabilities;
  - (ii) protection and indemnity risks (including but not limited to pollution risks and diversion expenses);
  - (iii) Crew insurances in accordance with the best practice of prudent managers of vessels of a similar type to the Vessel, with sound and reputable insurance companies, underwriters or associations and insurances for any other persons on board the Vessel;
  - (iv) war risks (including but not limited to blocking and trapping, protection and indemnity, terrorism and crew risks); and
  - (v) such optional insurances as may be agreed (such as piracy, kidnap and ransom, loss of hire and FD & D) (see Box 12 of Part I).

all in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with sound and reputable insurance companies, underwriters or associations (the “**Insurances**”);

- (b) all premiums and calls on the Insurances are paid by their due date;
- (c) the Insurances to be in the name of the Technical Contractor and, subject to underwriters’ agreement, any third party designated by the Technical Contractor as a joint assured, with full cover. It is understood that in some cases, such as protection and indemnity, the normal terms for such cover may impose on the Technical Contractor and any such third party a liability in respect of premiums or calls arising in connection with the insurances.

If obtainable at no additional cost, however, HCOL shall procure such insurances on terms such that neither the Technical Contractor nor any such third party shall be under any liability in respect of premiums or calls arising in connection with the Insurances. In any event, on termination of this Agreement in accordance with Clauses 16 (Duration of the Agreement) and 17 (Termination) of Part II, HCOL shall procure that the Technical Contractor and any third party designated by the Technical Contractor as joint assured shall cease to be joint assured and, if reasonably achievable, that they shall be released from any and all liability for premiums and calls that may arise in relation to the period of this Agreement; and

- (d) written evidence is provided, to the reasonable satisfaction of the Technical Contractor, of HCOL's compliance with its obligations under this Clause 7 of Part II within a reasonable time of the commencement of the Agreement, and of each renewal date and, if specifically requested, of each payment date of the Insurances.

**8. Income Collected and expenses Paid on Behalf of HCOL**

- (a) All monies collected by the Technical Contractor under the terms of this Agreement (other than monies payable by HCOL to the Technical Contractor) and any interest thereon shall be held to the credit of HCOL in a separate bank account.
- (b) All expenses incurred by the Technical Contractor under the terms of this Agreement on behalf of HCOL (including expenses as provided in Clause 9 (c)) of Part II, may be debited against HCOL in the account referred to under Sub-clause 9(a) of Part II but shall in any event remain payable by HCOL to the Technical Contractor on demand.

**9. Technical Services Fee and Expenses**

- (a) HCOL shall pay to the Technical Contractor an Annual Technical Services Fee (the “**Fee**”) as stated in Box 14 of Part I for their services under this Agreement, which shall be payable in equal monthly instalments in advance, the first instalment (pro rata if appropriate) being payable on the commencement of this Agreement (see Clause 2 (Commencement and Appointment) of Part II and Box 2 of Part I) and subsequent instalments being payable at the beginning of every calendar month. The Fee shall be payable to the Technical Contractor's nominated account stated in Box 15 of Part I.
- (b) The Fee shall be subject to an annual review and the proposed revised Fee shall be presented in the annual budget in accordance with Sub-clause 11(a) of Part II.
- (c) The Technical Contractor shall, at no extra cost to HCOL, provide its own office accommodation, office staff, facilities and stationery.
- (d) Without limiting the generality of this Clause 9 (Technical Services Fee and Expenses), HCOL shall reimburse the Technical Contractor monthly for (i) all travelling expenses and (ii) all pre-agreed additional expenses at cost.
- (e) Save as otherwise provided in this Agreement, all discounts and commissions obtained by the Technical Contractor in the course of the performance of the Services shall be credited to HCOL.

**10. Taxes**

Each Party will bear its own taxes, provided that:

- (a) HCOL shall pay, and gross up the Fee to account in full for, any Colombian withholding taxes on any payments made to Technical Contractor under this Agreement so that Technical Contractor will receive the same net amount as if no such withholding had been required;
- (b) HCOL shall compensate Technical Contractor for any taxes imposed on Technical Contractor due to the Vessel being permanently moored in Colombia regarding income and sales tax under this Agreement.

For the avoidance of doubt, HCOL shall in no event be responsible for the payment of any taxes relating to or arising from (i) Technical Contractor's net income (except if imposed in Colombia), (ii) Technical Contractor's employees or (iii) Technical Contractor's breach of this Agreement.

In circumstances where (i) HCOL has paid and/or compensated Technical Contractor in respect of taxes imposed in Colombia upon Technical Contractor and Technical Contractor obtains a corresponding deduction from net income taxes in respect of such taxes in their applicable country of domicile; Technical Contractor shall reimburse HCOL for the net amount of such deduction.

**11. Budgets, Procurement, Payment and Accounting**

- (a) The Technical Contractor's initial budget is set out in Annex B to Part I. Subsequent budgets shall be for twelve month periods and shall be prepared by the Technical Contractor and presented to HCOL not less than three months before the end of the budget year.
- (b) HCOL shall state to the Technical Contractor in a timely manner, but in any event within one month of presentation, whether or not they agree to each proposed annual budget. The parties shall negotiate in good faith and if they fail to agree on the annual budget, including the Fee, either party may terminate this Agreement in accordance with Sub-clause 17(e) of Part II.
- (c) It is explicitly agreed and understood between the Parties that all procurement of services or goods in relation to the Vessel is done by the Technical Contractor acting as agent for and on behalf of HCOL. All associated invoices for such services or goods shall name HCOL as the customer. If this is not possible from a practical point of view due to procurement being done under certain master agreements, frame agreements or similar, then sufficient documentation, as agreed from time to time between the Parties, shall be made available by the Technical Contractor in order for such incurred costs to be properly documented. For the avoidance of doubt, the documentation shall as a minimum meet any documentation requirements HCOL has in terms of being able to deduct such incurred costs for Colombian tax purposes.
- (d) HCOL shall provide access to the Technical Contractor (or any nominated sub-contractor) to bank account(s) with sufficient funds to ensure the timely payment of any services or goods procured in relation to the Vessel.
- (e) The Technical Contractor shall in the manner instructed and advised by HCOL maintain and keep true and correct accounts in respect of the Technical Services in accordance with the relevant International Financial Reporting Standards or such other standard as the Parties may agree, including records of all costs and expenditure incurred, and produce a comparison between budgeted and actual income and expenditure of the Vessel in such form and at such intervals as shall be mutually agreed.

The Technical Contractor shall upon request provide HCOL with electronic copy or hard copy of all invoices and any available supporting documentation as may from time to time be required by HCOL in relation to any services or goods procured in relation to the Vessel.

- (f) Notwithstanding anything contained herein, the Technical Contractor shall in no circumstances be required to use or commit its own funds to finance the provision of the Technical Services to HCOL.

**PART II****Technical Services Agreement**

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**SECTION 5 – Legal, General and Duration of Agreement**

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**12. Technical Contractor's Right to Subcontract**

The Technical Contractor is entitled to subcontract any of its obligations hereunder without the prior written consent of HCOL, provided however that the Technical Contractor shall remain fully liable for the due performance of its obligations under this Agreement.

**13. Responsibilities****(a) Force Majeure**

Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Agreement, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (i) acts of God;
- (ii) any Government requisition, control, intervention, requirement or interference;
- (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (iv) riots, civil commotion, blockades or embargoes;
- (v) epidemics;
- (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
- (vii) strikes, lockouts or any other industrial action, unless limited to the employees (which shall not include the Crew) of the Party seeking to invoke force majeure;
- (viii) fire, accident, explosion except where caused by negligence of the Party seeking to invoke force majeure; and
- (ix) any other similar cause beyond the reasonable control of either Party.

**(b) Liability to HCOL**

- (i) Without prejudice to Sub-clause 13(a) of Part II, the Technical Contractor shall be under no liability whatsoever to HCOL for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the Technical Services pertaining to the Agreement UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Technical Contractor or its employees or agents, or subcontractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expenses has resulted from the Technical Contractor's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such acts would probably result in loss, damage, delay or expense) the Technical Contractor's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten (10) times the Fee payable hereunder.

- (ii) Acts or omissions of the Crew; notwithstanding anything that may appear to the contrary in this Agreement, the Technical Contractor shall not be liable for any acts or omissions of the Crew, even if such acts or omissions are negligent, grossly negligent or wilful, except only to the extent that they are shown to have resulted from a direct instruction of the Technical Contractor, in which case the Crew's liability shall be limited in accordance with the terms of this Clause 13 (Responsibilities).

(c) Indemnity

Except to the extent and solely for the amount therein set out that the Technical Contractor would be liable under Sub-clause 13(b) of Part II, HCOL hereby undertakes to keep the Technical Contractor and its employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising, which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) that the Technical Contractor may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.

(d) "Himalaya"

It is hereby expressly agreed that no employee or agent of the Technical Contractor (including every subcontractor from time to time employed by the Technical Contractor) shall in any circumstances whatsoever be under any liability whatsoever to HCOL for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause 13 (Responsibilities), every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Technical Contractor or to which the Technical Contractor is entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Technical Contractor acting as a foresaid and for the purpose of all the foregoing provisions of this Clause 13 (Responsibilities) the Technical Contractor is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time (including subcontractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

**14. General**

- (a) The Technical Contractor shall keep HCOL informed in a timely manner of any incident of which the Technical Contractor becomes aware, which gives or may give rise to delay to the Vessel or claims or disputes involving third parties.
- (b) HCOL may request the Technical Contractor to bring, defend or advise in other actions, suits or proceedings related to the Technical Services, on terms to be agreed.

- (c) On giving reasonable notice, HCOL may request, and the Technical Contractor shall in a timely manner make available, all documentation, information and records in respect of the matters covered by this Agreement either related to mandatory rules or regulations or other obligations applying to HCOL in respect of the Vessel (including but not limited to STCW 95, the ISM Code and ISPS Code) to the extent permitted by relevant legislation.

On giving reasonable notice, the Technical Contractor may request, and the HCOL shall in a timely manner make available, all documentation, information and records reasonably required by the Technical Contractor to enable it to perform the Technical Services.

- (d) HCOL shall arrange for the provision of any necessary guarantee bond or other security.
- (e) Any costs incurred by the Technical Contractor in carrying out its obligations according to this Clause 14 (General Administration) shall be reimbursed by HCOL.

#### **15. Compliance with Laws and Regulations**

The Parties will not do or permit to be done anything, which might cause any breach or infringement of the laws and regulations of the Flag State, or of the places where the Vessel trades.

#### **16. Duration of the Agreement**

- (a) This Agreement shall come into effect at the date stated in Box 2 of Part I and shall continue until terminated by either Party giving notice to the other; in which event this Agreement shall terminate upon the expiration of the later of the number of months stated in Box 18 of Part I or a period of two (2) months from the date on which such notice is received, unless terminated earlier in accordance with Clause 17 (Termination) of Part II.
- (b) Where the Vessel is not at a mutually convenient port or place on the expiry of such period, this Agreement shall terminate on the subsequent arrival of the Vessel at the next mutually convenient port or place.

#### **17. Termination**

- (a) HCOL or Technical Contractor's default

If either Party fails to meet their obligations under this Agreement, the other Party may give notice to the Party in default requiring them to remedy it. In the event that the Party in default fails to remedy within a reasonable time and to the reasonable satisfaction of the other Party, that Party shall be entitled to terminate this Agreement with immediate effect by giving notice to the Party in default.

- (b) Notwithstanding Sub-clause 17(a) of Part II:

- (i) The Technical Contractor shall be entitled to terminate the Agreement with immediate effect by giving notice to HCOL if any monies payable by HCOL shall not have been received in the Technical Contractor's nominated account within thirty (30) days of receipt by HCOL of the Technical Contractor's written request, or if the Vessel is repossessed by the Mortgagee(s).
- (ii) If HCOL proceeds with the employment of or continue to employ the Vessel in the carriage of contraband, blockade running, or in an unlawful trade, or on a voyage, which in the reasonable opinion of the Technical Contractor is unduly hazardous or improper, the Technical Contractor may give notice of the default to HCOL, requiring HCOL to remedy as soon as practically possible. In the event that HCOL fails to remedy within a reasonable time and to the satisfaction of the Technical Contractor, the Technical Contractor shall be entitled to terminate the Agreement with immediate effect by giving notice to HCOL.

(c) Extraordinary Termination

Unless otherwise agreed, this Agreement shall be deemed to be terminated in the case of the sale of the Vessel or, if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned or has been declared missing or, if bareboat chartered, unless otherwise agreed, when the bareboat charter comes to an end.

(d) For the purpose of Sub-clause 17(c) of Part II hereof:

- (i) the date upon which the Vessel is to be treated as having been sold or otherwise disposed of shall be the date on which the Vessel's owner ceases to be the registered owner of the Vessel;
- (ii) the Vessel shall be deemed to be lost either when it has become an actual total loss or agreement has been reached with the Vessel's underwriters in respect of its constructive total loss or if such agreement with the Vessel's underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred; and
- (iii) the date upon which the Vessel is to be treated as declared missing shall be ten (10) days after the Vessel was last reported or when the Vessel is recorded as missing by the Vessel's underwriters, whichever occurs first. A missing vessel shall be deemed lost in accordance with the provisions of Sub-clause 17(d)(ii) of Part II.

(e) In the event the Parties fail to agree the annual budget in accordance with Sub-clause 11(b) of Part II, or to agree to a reduction in the Fee in accordance with Sub-clause 9(b) of Part II, either Party may terminate this Agreement by giving the other Party not less than one month's notice, the result of which will be the expiry of the Agreement at the end of the current budget period or on expiry of the notice period, whichever is the later.

(f) This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

(g) In the event of the termination of this Agreement for any reason other than default by the Technical Contractor, the Fee payable to the Technical Contractor according to the provisions of Clause 9 (Technical Services Fee and Expenses) of Part II, shall continue to be payable for a further period of the number of months stated in Box 19 of Part I as from the effective date of termination. If Box 19 of Part I is left blank then ninety (90) days shall apply.

(h) On the termination, for whatever reason, of this Agreement, the Technical Contractor shall release to HCOL, if so requested, the originals where possible, or otherwise certified copies, of all accounts and all documents specifically relating to the Vessel and its operation.

(i) The termination of this Agreement shall be without prejudice to all rights accrued due between the Parties prior to the date of termination.

**18. BIMCO Dispute Resolution Clause**

(a) English Law, London Arbitration

This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause 18.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b) Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement.

In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:

- (i) A Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party (or Parties) of a written notice (the "**Mediation Notice**") calling on the other Party (or Parties) to agree to mediation.
- (ii) The other Party (or Parties) shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either Party (or Parties) a mediator will be appointed promptly by the Arbitration Tribunal (the "**Tribunal**") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.

- (iii) If the other Party (or Parties) does (do) not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.
- (iv) The mediation shall not affect the right of either Party (or Parties) to seek such relief or take such steps as it considers (consider) necessary to protect its (their) interest.
- (v) A Party (or Parties) may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The Parties should be aware that the mediation process may not necessarily interrupt time limits.)

#### **19. Notices**

- (a) All notices given by either Party or their agents to the other Party or their agents in accordance with the provisions of this Agreement shall be in writing and shall, unless specifically provided in this Agreement to the contrary, be sent to the address for that other Party as set out in Boxes 22 and 23 of Part I or as appropriate or to such other address as the other Party may designate in writing.

A notice may be sent by registered or recorded mail, facsimile, electronically or delivered by hand in accordance with this Sub-clause 19(a).

- (b) Any notice given under this Agreement shall take effect on receipt by the other Party and shall be deemed to have been received:

- (i) if posted, on the seventh (7<sup>th</sup>) day after posting;
- (ii) if sent by facsimile or electronically, on the day of transmission; and
- (iii) if delivered by hand, on the day of delivery.

And in each case, proof of posting, handing in or transmission shall be proof that notice has been given, unless proven to the contrary.

#### **20. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and no promise, undertaking, representation, warranty or statement by either Party prior to the date stated in Box 2 of Part I shall affect this Agreement. Any modification of this Agreement shall not be of any effect unless in writing signed by or on behalf of the Parties.

## 21. Third Party Rights

Except to the extent provided in Sub-clauses 13(c) (Indemnity) and 13(d) (Himalaya) of Part II, no third parties may enforce any term of this Agreement.

## 22. Partial Validity

If any provision of this Agreement is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Agreement to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

## 23. Interpretation

In this Agreement:

- (a) Singular/Plural  
The singular includes the plural and vice versa as the context admits or requires.
- (b) Headings  
The index and headings to the clauses and appendices to this Agreement are for convenience only and shall not affect its construction or interpretation.
- (c) Day  
“Day” means a calendar day unless expressly stated to the contrary.

## 24. BIMCO MLC Clause for SHIPMAN 2009

For the purposes of this Clause 24:

“**MLC**” means the International Labour Organisation (ILO) Maritime Labour Convention (MLC 2006) and any amendment thereto or substitution thereof.

“**Shipowner**” shall mean the party named as “shipowner” on the Maritime Labour Certificate for the Vessel.

- (a) Subject to Clause 3 (Expertise of the Technical Contractor) of Part II, the Technical Contractor shall, to the extent of the Technical Services, assume the Shipowner’s duties and responsibilities imposed by the MLC for the Vessel, on behalf of the Shipowner.
- (b) HCOL shall ensure compliance with the MLC in respect of any Crew members supplied by them or on their behalf.
- (c) HCOL shall procure insurance cover or financial security to satisfy the Shipowner’s financial security obligations under the MLC.

**MANNING AGREEMENT**

**BETWEEN**

**HOEGH LNG COLOMBIA SAS**

**AND**

**HÖEGH FLEET SERVICES PHILIPPINES INC.**

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**THIS AGREEMENT** (hereinafter called this/the **Agreement**) is entered and is valid as of 1<sup>st</sup> September 2016.

**THIS AGREEMENT IS ENTERED BETWEEN:**

**HOEGH LNG COLOMBIA SAS**, whose registered address is:  
Av Calle 82 # 10 - 62 Piso 5, Bogota, D.C. (hereinafter called the **Principal**)

**HOEGH FLEET SERVICES PHILIPPINES, INC.** whose registered office is:  
7th Floor, V-Corporate Centre 125 L.P. Leviste St., Salcedo Village, Makati City 1227,  
Philippines (hereinafter called the **Manning Agent**).

The Principal and the Manning Agent are each a Party and jointly the Parties.

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1 APPOINTMENT AND TERMS**

**1.1 APPOINTMENT**

The Principal hereby appoints the Manning Agent as the Filipino Manning agent for its LNG vessel/FSRU "HOEGH GRACE" (the **Vessel**) located in Cartagena Bay, Colombia and such other vessel/s that will be under ownership or management of the Principal whereby the Manning Agent will be responsible to recruit the required specialized, expert and qualified Filipino seafarers (**Seafarers/Crew**) on the terms and conditions further set out herein.

Such appointment of the Manning Agent shall commence and take effect from the date of this Agreement.

**1.2 VALIDITY AND TERMINATION**

This Agreement shall be in force until such time as it may be determined as a result of either the Principal or the Manning Agent exercising an option as hereby agreed to terminate this Agreement by giving three (3) months written notice to the other party. Termination of this Agreement in any circumstances whatsoever shall not prejudice any claim that the Principal or the Manning Agent may have against each other.

Termination of this Agreement in any circumstances whatsoever shall not affect the continuous service of the Seafarers if the Principal wants them to continue and the Seafarer himself consents to this.

Both Parties acknowledges that the time bar for Filipino Crew claims will according to current Filipino law - be 3 years from the date the cause of action accrued.

## **2 SCOPE OF WORK**

The Manning Agent, a company with the required expertise, undertakes to provide its professional services to the Principal and to perform the scope of works in an autonomous, independent and self-managed way, as follows:

### **2.1 SUMMARY**

This summary list includes, but is not limited to, arranging and/or assisting as required in:

- Recruitment; selection, interviews etc., on behalf of the Principal
- Rotation planning
- Processing of contracts
- Arranging visa on behalf of the Principal for Colombia, as required
- Pre-joining medical certificate
- Medical assistance to crew when on sick leave
- Crew claim adjustments
- Travel
- Competence development; Training and course administration
- Emergency preparedness

The Manning Agent shall verify that each one of the Seafarers to be engaged on behalf of the Principal complies with the formal qualifications and other specific criteria required by the Principal.

### **2.2 RECRUITMENT AND ENGAGEMENT OF SEAFARERS**

Due to the special need of the Principal to engage expert and qualified personnel in order to properly operate the Vessel, the Manning Agent shall, on behalf of the Principal as and when requested and in accordance with Seafarer manning complement and pay scales designated by Principal, make every endeavour to recruit and engage suitable, qualified and experienced Seafarers for employment on the Vessels, and shall, on behalf of the Principal, enter into contract of employment, provided always that after such engagement the Manning Agent shall forward to the Principal — if so requested by the Principal, without unreasonable delay, all pertinent records, data and other such documentation relating to the said Seafarers.

### **2.3 OTHER VESSELS**

In the event that the Principal shall request from the Manning Agent suitable, qualified and experienced Seafarers for employment on a Vessel or Vessels other than those Vessels stated in paragraph 1.1, then the Manning Agent shall, on behalf of the Principal, seek to recruit and engage such Seafarers from sources as considered suitable by the Manning Agent.

#### **2.4 EMPLOYEE OF THE PRINCIPAL**

It is furthermore agreed that all Seafarers recruited by the Manning Agent on behalf of the Principal shall without exception become the contractual employees of the Principal with immediate effect upon their engagement by the Manning Agent and shall be engaged and continue to be employed subject always to the current Terms and Conditions of Service of the Principal, as stipulated in the contract of employment, provided always that the Manning Agent may exercise the rights from time to time to negotiate necessary amendments to those said Terms and Conditions of Service which may be considered applicable to Seafarers engaged by the Principal through the agency of the Manning Agent.

It is hereby clearly understood by both Parties to this Agreement that the efficient operation and management of those Vessels manned by Seafarers engaged by the Principal through the agency of the Manning Agent, shall, at all times be the sole responsibility of the Principal, as employer of the Seafarers engaged, and that the Manning Agent shall under no circumstances be expected to exercise control over the operation and management of the Vessels.

#### **2.5 SEAFARERS DISCIPLINE**

On board, the Seafarers discipline shall be exercised by the Master, who will be answerable solely to the Principal, the latter's word being final in any such disciplining. Nevertheless, it is hereby agreed that copies of any reports or notifications submitted by any Master to the Principal alleging breaches of conduct or misdemeanours on the part of Seafarers engaged by the Manning Agent on behalf of the Principal shall be forwarded by the Principal to the Manning Agent for their records.

Dismissal of any Seafarers proved to be guilty of such breaches of conduct or misdemeanours shall, however, be subject at all times to the sole discretion of the Principal.

#### **2.6 SEAFARERS' TRAVEL AND HOTEL ACCOMMODATION**

The Manning Agent shall be responsible, unless otherwise specifically advised by the Principal, for all travel arrangements and bookings of hotel accommodation relating to the despatch of Seafarers engaged by the Manning Agent on behalf of the Principal to their appointed Vessels and their subsequent repatriation.

#### **2.7 SEAFARERS' RELIEVES**

The Manning Agent shall notify the Principal well in advance of any intention on the part of the Manning Agent to relieve serving Seafarers for leave purposes by despatching to their Vessels in their place Seafarer replacements previously engaged by the Manning Agent on behalf of the Principal. Consent to such Seafarer relief arrangement shall not be unreasonably withheld by the Principal, nevertheless, the Manning Agent agree to endeavour to effect such Seafarer relieves at the most practical and convenient moments with regard to Vessel programming and itinerary etc.

## **2.8 SEAFARER PROMOTIONS**

The Manning Agent shall notify the Principal well in advance of any intention on the part of the Manning Agent to award promotion to any Seafarer previously engaged by the Manning Agent on behalf of the Principal.

The Principal shall approve in advance any promotion of an officer. This obligation is applicable only if such promotion occurs when the Principal have already approved the engagement of the relevant Seafarer to operate the Vessel in Colombia, as from that moment the Principal acts as employer of the Seafarer and, consequently, must be involved in any matter related to the promotion.

## **2.9 PORT AGENCIES**

When the Manning Agent visits Vessels manned by seafarers engaged by the Manning Agent on behalf of the Principal, the Manning Agent shall, at all times, utilise the services of whichever port agents the Principal may choose to designate, it being hereby understood by both Parties that any resulting port and/or agents' charges or dues will be borne by the Principal and under no circumstances by the Manning Agent.

## **2.10 COMMUNICATIONS**

The Manning Agent shall at all times provide stationeries and maintain efficient communications to carry out the Manning Agents obligations and responsibilities under this Agreement at the Manning Agent's own expense and maintain links between the Manning Agent's office and the Principal's office and, as may be necessary, links between the Manning Agent's office and the Vessels manned by the Seafarers supplied by the Manning Agent.

### **3 MANNING AGENT ATTENDANCE**

#### **3.1 VISITS TO VESSELS**

The Manning Agent should visit the Vessel(s) upon request from Principal. The cost of the visit(s) will be for the Principal's account.

#### **3.2 COLLECTIVE BARGAINING AGREEMENT (CBA)**

The Manning Agent shall ensure to follow the relevant CBA and other conditions approved by the Principal, and should, for the Principal's account, assist as required in renewal of the CBA.

#### **3.3 COMPETENCE AND DOCUMENTATION**

The Manning Agent should ensure that all Seafarers' English skills and other competence requirements are in line with the Principal's quality system.

The Manning Agent is responsible to apply for the Seafarers' international or Vessel flag competence License and seaman book and other required competence documents for the account of the Principal.

#### **3.4 THE SEAFARERS IDENTITY TO THE PRINCIPAL**

The Manning Agent agrees to follow the Principal's Quality System and endeavour to establish;

- Seafarers' company identity to Principal, e.g. the Principal will also be the employer of the seafarer
- Seafarers rotation schedule on Principal's vessels
- Stability in the Principal's designated pool.

The Manning agent is not allowed to promote or transfer Seafarers in the Principal's designated pool to other Principal's without the prior written consent of the Principal, in its condition of employer party.

#### **3.5 COMPETENCE DEVELOPMENT AND CADET TRAINING**

The Manning Agent shall support the Principal's Competence Development policy and be proactive with suggesting relevant training according to the Principal's Training matrix.

The Manning Agent shall support the Principal's right to assign cadets as required for training purposes on Principal's account.

## **4 FURTHER INSTRUCTIONS AND PROCEDURES**

### **4.1 ACCESS TO THE PRINCIPALS QUALITY SYSTEM AND FURTHER INSTRUCTIONS**

Due to special need of the Principal to engage expert and qualified Seafarers to the proper operation of the Vessel, the Principal will give access for the Manning Agent to relevant parts of the Principal's quality system.

The Principal will give further instructions and procedures through this access to the quality system or other ways in writing, which has to be followed by the Manning Agent, as it contained relevant information related to the specialized operation conducted by the Principal and its particular requirements. It is understood by the Parties that this information is completely necessary to comply in an appropriate manner with the purpose of this Agreement.

### **4.2 USE OF THE PRINCIPAL 'S C E AND AGE SYSTEM**

The Manning Agent shall use the Principal's corporate computerized crew and wage system as per instructions from the Principal.

### **4.3 EMERGENCY RESPONSE**

The Principal shall have a 24 hours and 7 days per week (24/7) telephone response if/when needed in emergency or other urgent situations.

The Principal shall be able to man their office on a 24/7 basis and use all his resources in an emergency situation and where Filipino Seafarers are involved.

Due to the expertise of the Manning Agent, the Manning Agent will be an integrated part of the Principal emergency response organization and will follow the Principals suggestions and recommendations for this purpose.

As part of the purpose of this Agreement, the Manning Agent shall appoint a dedicated place for a next-of-kin meeting place in emergency situations and report this dedicated place to the Principal. The Manning Agent shall allocate resources to man such a meeting place on a 24/7 basis.

Additionally, the Manning Agent shall take part in emergency exercises when required by the Principal. Such exercises shall be for the cost of the Manning Agent. In case where external participants are invited as e.g. media, actors etc., such extra costs will be borne by the Principal.

In a real emergency situation, the Principal will cover all extra out of pocket expenses initially shouldered by the Manning Agent (e.g. next of kin meeting place, food, travels, etc.) and approved by the Principal.

#### 4.4 DEDICATED CREW MANAGER

The Manning Agent agrees to allocate enough qualified personnel to work for the Principal - and a minimum of one (1) dedicated Crew Manager. Any change of the dedicated Crew Manager shall be approved by the Principal.

## **5 MANNING AGENCY FEES AND EXPENSES**

### **5.1 REMUNERATION TO THE MANNING AGENT**

The Principal shall, in respect of the agreed services under this Agreement, pay remuneration in USD to the Manning Agent being calculated as the documented costs plus a margin of 5%. The Manning Agent shall provide an annual budget for the approval of the Principal.

All payments shall be due and payable by the Principal within 15 days following receipt of an invoice from the Manning Agent.

If the Principal fails to pay at the agreed time, the Principal shall be entitled to claim interest of 3 months LIBOR + 3%.

### **5.2 REVIEW OF THE FEES**

The manning agency fees referred to above are subject to review and adjustment by mutual agreement once a year not later than 1st September and with effect from the following 1<sup>st</sup> January. The first possible review will be for the year 2018.

### **5.3 THE FEES INCLUDES**

Above-mentioned fees/salary cost include for the Manning Agent to cover:

- All tasks included in the Scope of work and otherwise mentioned in the Agreement
- Suitable offices, all office equipment, water, electricity, security etc.
- Communication and photo copy equipment and costs
- All other items which is normal according to industry standards

Unless any alternative instruction is given by the Manning Agent to the Principal, all payments made by the Principal to the Manning Agent covering fees and expenses as described in the foregoing paragraphs, shall be remitted to the Manning Agent's Bank account as instructed by the Manning agent.

In the event that the Principal should require services outside the scope of this Manning Agreement, the manning agency fee shall be evaluated to cover these services.

### **5.4 Reimbursable expenses to the Manning Agent**

The Principal undertakes to make a timely payment by the middle of the month through the Manning Agent's designated account, to reimburse it for all expenses duly incurred in connection with the services contracted for.

The Principal agrees to provide a revolving fund for the Manning Agent's payments on behalf of the Principal. The size of such fund is to be mutually agreed.

#### **5.5 Currency Gains or Losses**

Currency gains or losses arising from vessel-related transactions shall be for the principal's account. The Manning Agent shall absorb forex losses/income pertaining only to management fee paid by the Principal, unless the Principal cover this at cost.

**6 MANNING AGENT'S LIABILITIES**

The Manning Agent shall endeavour to engage suitably qualified and experienced Seafarers in the best interest of the Principal.

The Manning Agent shall, however, be under no liability whatsoever to the Principal for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the management services or **unless** same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Manning Agent or its employees or agents, or sub-contractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expenses has resulted from the Manning Agent's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Manning Agent's liability for each incident or series of incidents giving rise for a claim or claims shall never exceed a total of ten (10) times the management fee payable hereunder.

Notwithstanding anything that may appear to the contrary in this Agreement, the Manning Agent shall not be liable for any acts or omissions of the Seafarers, even if such acts or omissions are negligent, grossly negligent or wilful.

## **7 PRINCIPAL LIABILITIES**

### **7.1 P&I Coverage and Other Liabilities**

The Principal undertakes to cover the Seafarers' risks and personal injury/medical liabilities with a recognized P&I Club while the seafarers are under contract.

In addition, the Principal will be responsible for any and all liabilities, entitlements and compensations as set out in the respective employment contracts and/or CBA under which conditions the Seafarers are serving on board the Vessel, and those provided by pertinent legislation or regulations, whether existing at the time of execution of this Agreement or enacted thereafter, including but not limited to the Amended Migrant Workers Act particularly its compulsory insurance provisions, and relevant administrative issuances of the Department of Labor and Employment, POEA and other regulatory bodies.

### **7.2 Seafarers Salaries, Allotments and Benefits**

The Principal shall be responsible to make payment on board through Master for the portion payable on board.

Manning Agent may terminate employment contracts of Seafarers on behalf of Principal. In case of the Termination of a Seafarer's contract upon request of the Principal to the Manning Agent, the Principal shall cover the costs related to such termination in accordance with the relevant employment contract, POEA Regulations, the CBA and the Principal's other instructions.

For the Seafarers who individually request for cash advance on board, funds shall be arranged directly by the Principal to the Master as and when requested by the Master to the extent acceptable to the Principal.

## **8 DEFAULT AND ARBITRATION**

### **8.1 DEFAULT**

In the event of either Party falling in default of the conditions as mentioned within this agreement a period of 28 days will be allowed for the defaulting party to rectify the situation. This period will commence to run after receipt by the defaulting party of the written notice to cure from the innocent party.

After the 28 days period, the defaulting party may commence proceedings for Arbitration as explained in paragraph 8.2 within this Agreement to resolve any dispute which led to the original default.

### **8.2 ARBITRATION**

#### **8.2.1 Venue etc.**

Subject to Clause 8.1, any dispute arising out of or connected with this Agreement which cannot be solved amicably by the Parties, including a dispute as to the validity or existence of this Agreement and/or this Clause 8.2 (Arbitration) (a "**Dispute**"), shall be referred to and finally resolved by arbitration in London in accordance with the English Law for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

The Tribunal shall consist of three (3) arbitrators, one to be appointed by each Party and the remaining one to be appointed in agreement by the other two (2) arbitrators. The language of the arbitration shall be English.

#### **8.2.2 Nature of decision**

The decision of the arbitrators shall be final, binding and enforceable upon the parties and judgement upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

#### **8.2.3 Costs**

Each side to the arbitration shall be responsible for its own legal fees and costs, but the arbitrators may apportion the costs of the arbitration (including legal costs and arbitrators' fees) among the parties as they deem reasonable taking into account the circumstances of the case, the conduct of the parties during the arbitration and the overall result.

8.2.4 Confidentiality in respect of arbitration

The parties to the arbitration and their employees and agents shall hold the substance and results of any negotiations or arbitration proceedings under this Clause 8.2 (*Arbitration*) in strict confidence, except to the limited extent necessary to comply with a court order, to enforce a final settlement agreement, to obtain and secure enforcement of or a judgement on the arbitrator's decision and award, or as otherwise required by laws. All information and documents disclosed by any party to the arbitration shall remain private and confidential to the disclosing party, and may not be disclosed by any other party to the arbitration.

**8.3 Governing law and submission to jurisdiction**

8.3.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law.

8.3.2 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of England to support and assist the arbitration process under Clause 8.2 (Arbitration), including if necessary the grant of interlocutory relief pending the outcome of that process.

**9 NOTICES**

Any notice, which the Manning Agent may require to give to the Principal, shall be validly given if sent to the Principal's Office.

Any notice, which the Principal may wish to give to the Manning Agent, shall be sent to the Manning Agent at their registered office in Manila.

Notices shall be given in writing by, registered mail or as attachment to an e-mail.

**10 FORCE MAJEURE**

Notwithstanding anything to the contrary contained in this Agreement, if either Party shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of such party including, but not limited to, acts of God, acts of governmental authorities, strikes (not local strikes) war riot and any other causes of such nature, then the performance of the obligations under this Agreement of such Party as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall so far as possible to be remedied with all reasonable despatch.

Either Party suffering any such inability shall promptly notify the other Party of the nature of such inability, the action (if any) being taken by such Party to remedy such inability and the date (if any) when such Party ceases to be under such inability.

**11 NON-WAIVER OF BREACHES**

No relaxation forbearance delay or indulgence by either Party in enforcing any of the terms and conditions of this Agreement shall prejudice affect or restrict the rights and powers of either Party hereunder, nor shall any waiver by either Party hereto of any breach of the terms and conditions of this Agreement operate as a waiver of any subsequent or any continuing breach.

12 **BUSINESS CONDUCT**

The Manning Agent and all its employees shall, at all times during the term of this Agreement, act in accordance with the Laws prevailing in Philippines and any applicable anti-corruption regulations, including but not limited to the United States Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. The Manning Agent shall during the term of this Agreement be fully responsible for the behaviour of its employees and their observance of common, usual and honest commercial ethics.

The Manning Agent shall have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

The Manning Agent shall promptly report to the Owners any request or demand for any undue financial or other advantage of any kind received by the Manning Agent in connection with the performance of this Agreement.

The Manning Agent shall make such filings and take such actions as may be required to qualify to do business under all applicable national and/or local rules of the Philippines and any other applicable laws and regulations in order to perform the Manning Agent's obligations contemplated by this Agreement. The Manning Agent will indemnify the Principal for fines, penalties, expenses or restrictions that may arise due to the failure of the Manning Agent to comply herewith.

The Manning Agent confirms that it has read and understood the Principal's Supplier **Code of Conduct**. The Supplier Code of Conduct is an integrated part of this Agreement. The Manning Agent will be given access, and agrees to follow, the from time to time valid Supplier Code of Conduct.

The Manning Agent further agrees and understands that any activities carried out by it during the term of this Agreement which is in breach of the Supplier Code of Conduct or any applicable anti-corruption regulation will constitute a breach of Manning Agent's obligations under this clause whether or not these activities relate to the performance of Manning Agent's obligations hereunder.

Upon performing its obligations under this Agreement, the Manning Agent warrants and represents that the Manning Agent shall not give any money or anything of value, directly or indirectly, through one or more intermediates or otherwise, to any official employee, government or any agency or subdivision thereof or any other employee of any business associate of Principal or the Principal's clients, for the purpose of influencing any official act or decision of such official or employee or for the purpose of inducing such official or employee to use his influence to affect any act or decision of such government or business associate, to obtain, retain business or direct business to Principal or any business associate of Principal.

The Manning Agent shall immediately notify the Principal in writing if a foreign public official becomes an officer or employee of the Manning Agent or acquires a direct or indirect interest in the Manning Agent, and the Manning Agent warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;

Furthermore, the Manning Agent agrees and undertakes that it will notify the Principal promptly (in writing) if any official employee or any employee of any business associate of the Principal suggests or proposes to undertake any action (or omission) inconsistent with the business conduct of Manning Agent described above.

Any breach of the obligations representations, warranties, undertakings or confirmations of the Manning Agent under this clause shall be regarded as a material breach of the Agreement and upon such breach (i) the Principal shall, without prejudice to any of the Principal's other rights and remedies hereunder or at law, be entitled to terminate the Agreement with immediate effect, and (ii) all outstanding payments to the Manning Agent under the Agreement shall be forfeited.

Violations of these conditions shall constitute grounds for the immediate cancellation of this Agreement.

### **13 RIGHTS OF AUDIT**

The Principal has the right to carry out audits of any of the Manning Agent's, and its' sub-contractors, accounts, files, records, procedures as deemed necessary. Upon request from the Principal the Manning Agent agrees to facilitate such Audits.

The audit right includes to secure that the Manning Agent are in compliance with the Principal's bribery and corruption policy, including local and international laws, rules and regulations to prevent corruption and bribery.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement in duplicate one for the Principal and one for the Manning Agent this 9th August 2016.

*SIGNED on behalf of:*

**HOEGH LNG COLOMBIA SAS**

Name: Øivind Staerk  
Passport number: —  
Date of Issue: 08 Oct 2013  
Date of Expiry: 08 Oct 2023  
Place of issue: Oslo, Norway

Signed /s/ Øivind Staerk

*SIGNED on behalf of:*

**HÖEGH FLEET SERVICES PHILIPPINES, INC.**

Name: Dante Morada Elpedes  
*President/General Manager*

Signed: /s/ Dante Morada Elpedes

**ACKNOWLEDGEMENT**

BEFORE ME a Notary Public for and in \_\_\_\_\_ this day of Aug 09 2016, personally appeared \_\_\_\_\_ with CTC/Passport No. \_\_\_\_\_ issued at \_\_\_ on \_\_\_ known to me and to me known to be the same person who executed the foregoing \_\_\_\_\_ consisting of \_\_\_\_\_ page/s, and acknowledged to me that the same is his/her free act and voluntary deed.

**PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION  
PRE-EMPLOYMENT SERVICES OFFICE  
SIGNED IN THE PRESENCE OF**

/s Yolanda E. Paragua

**YOLANDA E. PARAGUA**

**DIRECTOR II  
SEABASED EMPLOYMENT ACCREDITATION  
AND PROCESSING CENTER**

/s/ Socorro Marciel N. Nepomuceno

**ATTY. SOCORRO MARICEL N. NEPOMUCENO**  
Notary Public for and in Quezon City, Metro Manila  
NP No. 102 until December 31, 2017  
Roll No. 50756; MCLE No. V-0017325; 03-30-2016  
PTR No. 2148098; 01-04-2016/Quezon City  
IBP No. 1012545 for 2016 & 2017; Quezon City  
3F Vargas Bldg. #103 Kalayaan Ave. Dil. QC

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PAGE NO. 75  
BOOK NO. 110  
SERIES OF 2016

**SPECIAL POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

I, Øivind Staerk, of legal age, Norwegian, married, with office address at Drammensveien 134, 0277, Oslo, Norway, in my capacity as Head of Maritime Personnel and with a Power of Attorney from HOEGH LNG COLOMBIA SAS, Colombia, whose registered office is at Av Calle 82 # 10 - 62 Piso 5, Bogota, D.C., Colombia.

do hereby appoint, name and constitute

**HÖEGH FLEET SERVICES PHILS. INC.** (“HFSP”) represented in this act by Dante Morada Elpedes, likewise of legal age, Filipino, married, President/General Manager, with, office address at 7th Floor, V-Corporate Centre 125 L.P. Leviste St., Salcedo Village, Makati City 1227, Philippines as our true and legal representative to act for and in our name and stead and to perform the following acts:

- To represent our company before any and all government and private offices/agencies in the Philippines.
- To enter into any and all contracts with any person, corporation, institution or entity in a joint venture or as partner in the recruitment hiring and placement of Filipino contract workers for overseas employment;
- To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
- To bring suit, defend and enter into compromises in my name and stead in litigations brought for or against us (or our company) in all matters involving the employment of Filipino contract workers for myself (our company) with power to verify pleadings and execute a Certificate Against Forum Shopping;
- To assume jointly and severally with the undersigned (our company) any liability that may arise in connection with the workers’ recruitment and/or implementation of the employment contract and other terms and conditions of the appointment as defined and spelled out in the attached agreement which we have previously executed.

HEREBY GRANTING unto my said representative full power and authority to execute or perform whatsoever requisite or proper to be done in about the premises as fully to all intents and purposes as I might or could lawfully do if personally, present.

**ACKNOWLEDGEMENT**

BEFORE ME a Notary Public for and in \_\_\_\_\_ this day of Aug 09 2016, personally appeared \_\_\_\_\_ with CTC/Passport No. \_\_\_\_\_ issued at \_\_\_ on \_\_\_ known to me and to me known to be the same person who executed the foregoing \_\_\_\_\_ consisting of \_\_\_\_\_ page/s, and acknowledged to me that the same is his/her free act and voluntary deed.

HÖEGH LNG COLOMBIA SAS

/s/ Øivind Staerk  
Øivind Staerk  
*Attorney-in-fact*  
Passport: — Issued: 8 Oct 2013

As representative of  
Höegh Fleet Services Phils., Inc.  
/s/ Dante Morada Elpedes  
Dante Morada Elpedes  
*President/General Manager*

**PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION  
PRE-EMPLOYMENT SERVICES OFFICE  
SIGNED IN THE PRESENCE OF**

/s Yolanda E. Paragua  
**YOLANDA E. PARAGUA**

**DIRECTOR II  
SEABASED EMPLOYMENT ACCREDITATION  
AND PROCESSING CENTER**

/s/ Socorro Marciel N. Nepomuceno  
ATTY. SOCORRO MARICEL N. NEPOMUCENO  
Notary Public for and in Quezon City, Metro Manila  
NP No. 102 until December 31, 2017  
Roll No. 50756; MCLE No. V-0017325; 03-30-2016  
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DOC. NO. 370  
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SERIES OF 2016

**MANAGEMENT CONSULTING AGREEMENT**

**between**

**Høegh LNG Colombia S.A.S.**

**and**

**Høegh LNG AS**

Part 1 of 9

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\* \* \*

## MANAGEMENT CONSULTING AGREEMENT

This agreement (the “**Agreement**”) is entered into with effect from 1 October 2016 (the “**Effective Date**”) between:

- (1) **Høegh LNG Colombia S.A.S.**, company registration no. 02667791, and located at Avenida 82 No. 10 – 62 Bogota, Colombia (“**HCOL**”), and
- (2) **Høegh LNG AS**, company registration no. 989 837 877, Drammensveien 134, NO-0277 Oslo, Norway (the “**Consultant**”).

**IT IS HEREBY AGREED** as follows:

### 1 BACKGROUND

Both HCOL and the Consultant are companies in the Høegh LNG Group, with ultimate owner Høegh LNG Holdings Ltd. (“**HLNGH**”). The Høegh LNG Group has a fleet consisting of Floating Storage and Regasification Units (FSRUs) and Liquefied Natural Gas (LNG) carriers.

HCOL will enter into or has entered into a Novation Agreement between HLNGH and Sociedad Portuaria El Cayao S.A. E.S.P (“**SPEC**”) following which HCOL will become a party to and provide the FSRU Services under the FSRU Operations and Services Agreement with SPEC as customer dated 1 November 2014 (the “**OSA**”).

HCOL wishes to use the expertise in management services of the Consultant as described herein and the Consultant is willing to perform the support required by HCOL and the required services under this Agreement.

### 2 APPOINTMENT OF THE CONSULTANT

- (a) With effect from the Effective Date, the Consultant will act as Consultant for HCOL. HCOL hereby confirms the appointment of the Consultant and the Consultant hereby agrees to act as Consultant for HCOL.
- (b) The Consultant undertakes to use its best endeavors to provide to HCOL the Services specified below in accordance with sound management practice and to protect and promote the interests of HCOL in all matters relating to the provision of services hereunder.
- (c) In the exercise of its duties hereunder, the Consultant, to the extent practicable and subject to sound management practices, shall act in accordance with the policies and instructions that from time to time shall be communicated to it by HCOL and the Consultant shall at all times serve HCOL faithfully and diligently.

### 3 SERVICES

Subject to the terms and conditions herein provided, during the term of this Agreement, the Consultant shall advise HCOL as per the request of HCOL from time to time, and provide support related to certain management activities, including but not limited to administrative management consulting services. The services provided by the Consultant to HCOL under this Agreement are hereinafter referred to as the “**Services**”.

In furtherance to the Services rendered pursuant to this Agreement, where applicable pursuant the terms hereof, the Consultant shall be entitled to execute documents in the name for and on behalf of HCOL.

The Consultant shall provide the Services, as required by HCOL, which includes, but is not limited to, the following functions:

- (a) Support and advice to HCOL's general manager in connection with the day-to-day running of the business of HCOL, and to represent HCOL in such matters where the Consultant is authorized to act on behalf of HCOL.
- (b) Support and advice to HCOL's general manager in connection with any and all financial matters of HCOL to the extent requested by HCOL, including but not limited to assistance in the opening and closing of bank accounts, assistance in the negotiation of loans, and to provide cash management and fund management services.

The Consultant may with the prior approval of the Board of Directors of HCOL be authorized to enter into loan agreements. Guarantees and other financial commitments can only be given and entered into with the prior approval of the Board of Directors of HCOL.

- (c) Assistance with the preparation of such budgets and financial statements as HCOL may instruct, including long- and short-term budgets, long term financial forecasts, status reports and projections, statutory annual reports and quarterly reports, including a statement of income and balance sheet for the relevant period, all as instructed by HCOL from time to time.
- (d) The provision of controller functions in respect of financial matters of HCOL.
- (e) Support and advice on specific administrative matters, which HCOL may from time to time require.

#### **4 AUTHORITY**

- (a) The Consultant, or the person whom it may appoint, shall be authorized for and on behalf of HCOL to negotiate, approve, enter into, execute and deliver all such agreements, documents, certificates or instruments, which may be required pursuant to or in connection with the performance of its Services hereunder;
- (b) The Consultant may take such other action for and on behalf of HCOL, in addition to the powers conferred upon it by this Agreement, as shall be expressly authorized from time to time by a resolution of the Board of Directors of HCOL.

#### **5 DELIVERABLES**

The Consultant shall provide all advice to HCOL either by way of a teleconference or in any written form, including but not limited to reports, e-mails, spreadsheets, presentations or any other type of document.

#### **6 THE CONSULTANT'S SUB-CONTRACTING**

The Consultant shall have the right to sub-contract any of the obligations or rights hereunder to a third party without the prior written consent of HCOL, provided however that the Consultant will remain liable before HCOL for compliance of the obligations assumed under this Agreement.

#### **7 OWNERSHIP**

The Parties agree that no intellectual property rights shall be transferred from the Consultant to HCOL as a result of the provision of Services by the Consultant to HCOL under this Agreement.

#### **8 RESPONSIBILITIES**

- (a) Neither HCOL nor the Consultant shall be liable for any failure to perform any of their obligations hereunder by reason of any cause whatsoever by any nature and kind beyond their reasonable control.

- (b) Without prejudice to Clause 8 (a), the Consultant shall not be liable whatsoever to HCOL for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising in the course of performance of the Services under this Agreement, unless such liability is proven to result solely from the negligence, gross negligence or willful default of the Consultant or their employees or agents or sub-contractors employed by them in connection with the Services under this Agreement, in which case the Consultant's liability for each incident or series of incidents that give rise to a claim or claims, shall never exceed a total amount of USD 50,000.
- (c) Except to the extent and solely for the amount that the Consultant will be liable as set out in Clause 8 (b), HCOL hereby undertakes to keep the Consultant and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands and liabilities whatsoever or howsoever arising, which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Services under this Agreement, and against and in respect of all costs, losses, damages and expenses, including legal costs and expenses on a full indemnity basis, which the Consultant may suffer or incur (either directly or indirectly) in the course of the performance of the Services under this Agreement.
- (d) It is hereby expressly agreed that no employee or agent of the Consultant (including every sub-contractor from time to time employed by the Consultant) shall in any circumstances whatsoever be under any liability whatsoever to HCOL for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause 8, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Consultant or to which the Consultant is entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Consultant acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 8, the Consultant is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

## **9 AUDITING**

The Consultant shall at all times maintain and keep true and correct accounts of the time dedicated to render the Services hereunder to HCOL and shall make the same available for inspection and auditing by the HCOL or its appointed auditor at such time as HCOL may determine.

## **10 MANAGEMENT CONSULTING FEE**

- (a) HCOL shall pay to the Consultant for the Services under this Agreement a monthly fee (the "Fee") in Norwegian Kroner - NOK. Such fee shall be calculated based on the time spent on each of the Services rendered, computed at pre-established hourly rates for the individuals effectively performing the Services.
- (b) The pre-established hourly rates applicable for the calendar year 2016 are as set out in Appendix A to this Agreement. No later than by end of November each calendar year, the Consultant shall submit to HCOL the hourly rates that will be applicable for the following calendar year. The hourly rates shall be in line with the "arm's length principle" and in compliance with the transfer pricing regulations applicable to both HCOL and the Consultant.
- (c) HCOL shall reimburse the Consultant for the Consultant's documented postage and communication expenses, travelling expenses and other out of pocket expenses properly incurred by the Consultant in pursuance of the Services.
- (d) The Consultant shall add a 3% service fee on all invoiced amounts.

All discounts and commissions obtained by the Consultant in the course of the performance of the Services shall be credited to HCOL.

## **11 TAXES**

Each Party will bear its own taxes, provided that HCOL shall be liable for and shall pay any applicable withholding taxes, customs, duties, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by Colombian tax authorities or other Colombian governmental bodies on Consultant or on the Services.

For the avoidance of doubt, HCOL shall in no event be responsible for the payment of any taxes relating to or arising from (i) Consultant's net income (except if imposed in Colombia), (ii) Consultant's employees or (iii) Consultant's breach of this Agreement.

In circumstances where (i) HCOL has paid and/or compensated Consultant in respect of taxes imposed in Colombia on Consultant and Consultant obtains a corresponding deduction from net income taxes in respect of such taxes in his applicable country of domicile; Consultant shall reimburse HCOL for the net amount of such deduction.

## **12 SUSPENSION OF CONSULTANT'S PERFORMANCES UNDER THE AGREEMENT**

The Consultant shall be entitled to suspend performances under this Agreement by notice in writing if any moneys payable by HCOL under the Agreement shall not have been received in the Consultant's nominated account within fifteen – 15 – days of payment having been requested in writing by the Consultant.

## **13 DURATION AND TERMINATION OF THE AGREEMENT**

- (a) This Agreement shall come into effect on the date stated in Clause 2 (a) (Appointment of the Consultant), and shall continue for the duration of the OSA. Thereafter it shall continue until terminated by either party giving notice in writing to the other party, in which case the Agreement shall terminate upon the expiration of a period of three months from the date upon which such notice was given.
- (b) The Consultant shall be entitled to terminate the Agreement by notice in writing if any moneys payable by HCOL under this Agreement shall not have been received in the Consultant's nominated account within thirty – 30 – days of payment having been requested in writing by the Consultant.
- (c) The Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.
- (d) The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.

## **14 LAW AND ARBITRATION**

This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause 14.

Arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. On the receipt by one Party of the nomination in writing of the other Party's arbitrator, that Party shall appoint their arbitrator within 14 days, failing which the decision of the single arbitrator appointed shall apply. Two arbitrators properly appointed shall appoint a third arbitrator who shall be the chairman of the Arbitration Panel. The Parties agree that no Party shall appeal to the court on a question of law arising out of an award made in the proceedings.

The arbitration hearings, any submissions to the court and the award or ruling passed by the court shall be treated as confidential.

**15 NOTICES**

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement, shall be in writing and shall be given either by e-mail, registered or recorded mail or by fax and shall be deemed to have been given when actually received.

\* \* \*

**Signature Page to Follow**

Part 7 of 9

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first above written.

**Høegh LNG AS**

**Høegh LNG Colombia S.A.S.**

/s/ Sveinung Støhle

\_\_\_\_\_  
Name: Sveinung Støhle  
Title: General Manager  
Date: 17/10/2016

/s/ Nils Jakob Hasle

\_\_\_\_\_  
Name: Nils Jakob Hasle  
Title: Attorney-in-fact  
Date: 17/10 - 2016

APPENDIX A

As per 1 October 2016

Basic Salary (annual basis) NOK	Hourly Rate (NOK)*
300 000 - 350 000	575
350 001 - 400 000	615
400 001 - 450 000	660
450 001 - 500 000	700
500 001 - 550 000	740
550 001 - 600 000	780
600 001 - 650 000	820
650 001 - 700 000	865
700 001 - 750 000	900
750 001 - 800 000	945
800 001 - 850 000	985
850 001 - 900 000	1 030
900 001 - 950 000	1 070
950 001 - 1 000 000	1 110
1 000 001 - 1 050 000	1 150
1 050 001 - 1 100 000	1 195
1 100 001 - 1 150 000	1 235
1 150 001 - 1 200 000	1 275
1 200 001 - 1 250 000	1 315
1 250 001 - 1 300 000	1 360
1 300 001 - 1 350 000	1 400
1 350 001 - 1 400 000	1 440
1 400 001 - 1 450 000	1 480
1 450 001 - 1 500 000	1 525
1 500 001 - 1 550 000	1 565

\*) Includes salary, pension, payroll tax, other direct personnel cost such as office, HR, and IT for the relevant personnel in HLNK AS

**AGREEMENT FOR THE PROVISION OF PROFESSIONAL PAYMENT SERVICES**

**between**

**Hoegh LNG Maritime Management Pte. Ltd.**

**and**

**Høegh LNG Colombia S.A.S.**

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## AGREEMENT FOR THE PROVISION OF PROFESSIONAL PAYMENT SERVICES

This agreement for the provision of professional payment services (the "Agreement") is entered into on 1 October 2016, by and between:

**Hoegh LNG Maritime Management Pte. Ltd.**, a company incorporated and organised under the laws of Singapore with registration no. 201400632E, having its registered office at 4 Robinson Road #05-01 The House of Eden, Singapore 048543 ("HLMM"); and

**Høegh LNG Colombia S.A.S.**, a company incorporated and organized under the laws of Colombia with registration no. 02667791, having its registered office at Avenida 82 No. 10 – 62 Bogota, Colombia ("HCOL").

HLMM and HCOL are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

### 1. DEFINITIONS:

"Crew/Employee"	means trained, specialized and technical seafarers employed by HCOL comprised by the Agreement, which payment will be handled by HLMM, as collecting agent, on behalf of HCOL.
"The Effective Date"	means the date of this Agreement.
"Vessel"	means the FSRU Høegh Grace, IMO No. 9674907 which, at the date of this Agreement, is flagged under Marshall Islands flag.

### 2. WHEREAS:

- A. HLMM and HCOL are both companies in the Høegh LNG Group, with ultimate owner Høegh LNG Holdings Ltd., a leading owner and operator of floating storage and regasification units (FSRUs). The Høegh LNG Group has operations in different jurisdictions such as, but not limited to, Colombia, Singapore and Norway.
- B. HCOL is or will be the contractor under the Operation and Services Agreement ("OSA") executed with Sociedad Portuaria El Cayao ("SPEC"), pursuant to which HCOL will operate the Vessel for SPEC during the term of the International Lease Agreement ("ILA") executed by and between Høegh LNG FSRU IV Ltd., as owner of the Vessel, and SPEC.
- C. To properly operate the Vessel, HCOL has engaged, by means of employment agreements, qualified non Colombian Crew/Employees. Such foreign Crew/Employees do not wish to receive their monthly salary in Colombian currency or within the Colombian territory.
- D. Given that the foreign Crew/Employees do not qualify as tax residents in Colombia, HCOL has agreed to pay them abroad and has chosen HLMM to conduct such payment on its behalf.

E. HLMM has agreed to receive the funds corresponding to the Crew/Employees' net monthly salaries and arrange for the payment to the respective accounts of the Crew/Employees on behalf of HCOL.

F. HLMM has the experience, ability and is willing to provide such professional payment services to HCOL.

**NOW, THEREFORE**, HLMM will provide the professional payment services to HCOL in accordance with the terms and conditions hereinafter set forth:

### **3. THE SCOPE OF THE AGREEMENT**

Subject to the terms of this Agreement, HLMM agrees, under its sole responsibility, technical and administrative autonomy, to provide professional payment services to HCOL in connection with the payment of the net monthly salaries of the Crew/Employees that will work for HCOL on the Vessel in Colombia.

HLMM shall make the payments to the Crew/Employees on behalf of HCOL, in the amounts indicated by HCOL and taking into account the payment instructions received by HCOL, as employer of the Crew/Employees.

HLMM agrees to assume all risks involved in the execution of the services included in this Agreement and will use its own equipment, tools and goods for the execution of this Agreement.

### **4. OBLIGATIONS OF HLMM**

HLMM will make the monthly payment of the net salaries of the Crew/Employees on behalf of HCOL within such date that HCOL requests.

HLMM shall make the monthly payment of the net salary to each Crew/Employees of HCOL, in accordance with the amounts indicated by HCOL.

HLMM shall submit to HCOL a monthly report containing the amount paid to each Crew/Employees in the immediately preceding month, as well as the date on which payment was made.

HLMM shall establish and implement a process ensuring that the services will be rendered with high quality standards.

### **5. OBLIGATIONS OF HCOL**

HCOL shall act as the employer of the Crew/Employees while the Crew/Employees are in Colombia or working on board the Vessel. The Parties acknowledge and agree that the payment services that are being rendered to HCOL by HLMM do not, in any way, imply that HLMM is acting as an employer of the Crew/Employees, as the payments are to be made in the name and on behalf of HCOL and as instructed by HCOL.

HCOL undertakes to make a timely funding to HLMM's designated account(s), in advance of the payment of the monthly net salaries, and to reimburse HLMM for all other expenses incurred in connection with the services contracted for.

HCOL shall arrange for the transfer of the funds for the net salaries to HLMM no later than seven (7) business days before the date on which HLMM is required to deposit such monthly payment to the Crew/Employees (the “**Deposit Date**”). HLMM will have no requirement to make the payroll disbursement to the Crew/Employees unless funding has been received.

HCOL shall provide HLMM with information and documentation necessary for HLMM to fulfil its obligations under this Agreement, including, but not limited to, a complete list of the Crew/Employees that will be paid by HLMM on behalf of HCOL, with their net monthly salary and the bank accounts to which the funds shall be deposited.

HCOL shall upon execution of the employment agreements obtain the relevant authorization from each Crew/Employee required to collect, treat and transfer their personal data to HLMM, for the purposes of this Agreement.

#### **6. HLMM'S FEE**

HCOL shall pay to HLMM a services fee for HLMM's services under this Agreement, which is equal to HLMM's documented costs in relation to the provision of such services plus a five percent (5.00%) mark-up (the “**Fee**”). The cost base does not include payroll disbursed to the Crew/Employees on behalf of HCOL.

Invoices for HLMM's Fee shall be submitted monthly. All undisputed invoices shall be paid within fifteen (15) days of receipt of such invoice by transfer to HLMM's bank account specified by HLMM on the invoice. All payments to HLMM shall be made in USD.

If HCOL fails to pay the Fee at the agreed time, HLMM shall be entitled to claim interest in the amount of three months LIBOR plus 3.00% per annum on any overdue amount.

#### **7. LIABILITY AND INDEMNITY**

HLMM shall not be liable for any discrepancy in payments arising out of erroneous/ duplicate instructions by HCOL. HLMM shall be entitled to rely on the information provided by HCOL relating to the individual salary amount, Crew/Employee name and account number without independently verifying the information.

With the exception of gross negligence and/ or wilful misconduct committed by HLMM, HLMM shall not be liable for any damage or loss incurred by HCOL under this Agreement.

HCOL irrevocably and unconditionally agrees to indemnify HLMM, its officers, directors, employees and agents from and against any and all reasonable and direct losses, damages, claims, demands, proceedings, costs (including without limitation reasonable legal costs), expenses and/or actions of whatever nature, sustained or incurred directly brought or made by any third party against HLMM in connection with HLMM's provision of services under this Agreement.

#### **8. TAXATION**

HCOL shall be liable for and shall pay any applicable withholding taxes, customs, duties, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by Colombian tax authorities or other Colombian governmental bodies on HCOL or on the Services.

For the avoidance of doubt, HCOL shall in no event be responsible for the payment of any taxes relating to or arising from (i) HLMM's net income (except if imposed in Colombia), (ii) HLMM's employees or (iii) HLMM's breach of this Agreement.

In circumstances where (i) HCOL has paid and/or compensated HLMM in respect of taxes imposed in Colombia on HLMM and HLMM obtains a corresponding deduction from net income taxes in respect of such taxes in their applicable country of domicile; HLMM shall reimburse HCOL for the net amount of such deduction.

## **9. CONFIDENTIALITY**

Information that comes into the possession of the Parties in connection with this Agreement and the implementation of the Agreement shall be kept confidential and shall not be disclosed to any third party without the consent of the other Party.

The confidentiality obligation shall apply to the Parties' employees, subcontractors and other third parties who act on behalf of the Parties in connection with the implementation of the Agreement. The Parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement, and provided that they are subjected to confidentiality obligation corresponding to that stipulated in this Clause 9.

The confidentiality obligation shall continue to apply after the expiry of the Agreement.

## **10. TERM AND TERMINATION**

This Agreement shall come into effect from the date of signing of the Agreement by both Parties (the "**Effective Date**") and shall continue until terminated by either Party in accordance with this Clause 10.

This Agreement shall be terminated by either Party upon giving three (3) months prior written notice to the other Party.

The Parties are entitled to terminate this Agreement with immediate effect if the other Party is in material breach of this Agreement, and the Party in breach has not rectified the situation within 10 days after receiving a written notice from the Party claiming the breach.

Termination of this Agreement shall not affect any accrued rights of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement, which is expressly or by implication intended to come into or continue in force on or after such termination.

## **11. MISCELLANEOUS**

If any provision of this Agreement should be found to be illegal or invalid, such provision shall form no part of this Agreement, and the other provisions shall remain unaffected by such circumstances. The Parties shall in such case in good faith use all reasonable efforts to agree a different term, which is not illegal or invalid and which as nearly as possible reflects the intentions of the Parties.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and shall not be altered, modified or amended except in writing executed by both Parties.

## **12. EVENTS OF DEFAULT**

There is an event of default if either Party fails to perform its duties under the Agreement. Events of default shall be notified to the Party in default by a written complaint without undue delay after the event of default has been discovered or ought to have been discovered.

Each Party may claim damages in respect of any direct loss arising from events of default.

## **13. FORCE MAJEURE**

Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Agreement, provided they have made all reasonable efforts to avoid, minimise or prevent the effect of such events and/or conditions:

- acts of God;
- any Government requisition, control, intervention, requirement or interference;
- any circumstances arising out of war, threatened act of war of warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- riots, civil commotion, blockades or embargoes;
- epidemics;
- earthquakes, landslides, floods or other extraordinary weather conditions;
- strikes, lockouts or other industrial action, unless limited to the employees (which shall not include the Crew) of the Party seeking to invoke force majeure;
- fire, accident explosion except where caused by negligence of the Party seeking to invoke force majeure; and
- any other similar cause beyond the reasonable control of either Party.

## **14. ASSIGNMENT**

The Parties shall have the right to assign this Agreement and the rights and obligations hereunder without the prior written consent of the other Party to an affiliate of the relevant Party.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Nothing contained in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and assigns any rights and remedies under or by reason of this Agreement.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed by and shall be construed in accordance with English Law.

The Parties hereto irrevocably submit to the jurisdiction of the courts in London, England.

\*\*\*

This Agreement has been prepared in two (2) originals, of which each Party has received one.

**Hoegh LNG Maritime Management Pte. Ltd.**

By: /s/ Veronica B. Sandnes

Name: Veronica B. Sandnes

Title: Attorney-in-fact

Date: 1/11 - 2016

**Høegh LNG Colombia S.A.S.**

By: /s/ Nils Jakob Hasle

Name: Nils Jakob Hasle

Title: VP SPEC FSRU Project/Attorney-in-fact

Date: 21/10/2016

**CREW RECRUITMENT  
CONSULTING SERVICES AGREEMENT**

**between**

**Hoegh LNG Maritime Management Pte. Ltd.**

**and**

**Høegh LNG Colombia S.A.S.**

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## CREW RECRUITMENT CONSULTING AGREEMENT

This agreement (the “**Agreement**”) is entered into with effect from 1 October 2016 (the “**Effective Date**”), for the provision of professional consulting services for the recruitment process of specialized crew by and between:

- 1) **Hoegh LNG Maritime Management Pte. Ltd.**, a company incorporated and organised under the laws of Singapore with registration no. 201400632E, having its registered office at 4 Robinson Road #05-01 The House of Eden, Singapore 048543 (“**HLMM**”); and
- 2) **Höegh LNG Colombia S.A.S.**, a company incorporated and organized under the laws of Colombia with registration no. 02667791, having its registered office at Avenida 82 No. 10 – 62 Bogota, Colombia (“**HCOL**”).

HLMM and HCOL are hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**".

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1 DEFINITIONS

"ISM Company"	means the legal entity managing the Vessel in compliance with the International Safety Management (ISM) and International Ship and Port Facility (ISPS) Codes.
"Crew Insurances"	means insurances of liabilities in respect of Crew/Employee risks, which shall include but not be limited to death, permanent disability, sickness, injury repatriation, shipwreck unemployment indemnity and loss of personal effects.
"Crew/Employee(s)"	means trained and specialized officers hired by HCOL under the advice of HLMM.
"The Effective Date"	means the date of this Agreement.
"Requirement Specifications"	means the requirements set and described by HLMM, as per the Qualification Specifications from HCOL pursuant to this Agreement regarding the qualifications of the Crew/ Employee(s) that is to be hired by HCOL for the operation of the Vessel.
"Qualification Specifications"	means the qualification standards set by HCOL for the provision of professional consulting services by HLMM for the recruitment process of specialized Crew substantially in the form attached as <u>Appendix 1</u> hereto.
"Deliverable"	means any written advice, including but not limited to reports, e-mails, spreadsheets, presentations or any other document provided by HLMM in response to any Qualification Specifications placed by HCOL or otherwise under this Agreement.

**"Vessel"** means the FSRU "Høegh Grace", IMO No. No. 9674907, which, at the date of this Agreement, is flagged under Marshall Islands flag.

## **2 CONSIDERATIONS**

- A. HLMM and HCOL are both companies in the Høegh LNG Group, with ultimate owner Høegh LNG Holdings Ltd., a leading owner and operator of floating storage and regasification units (FSRUs). The Høegh LNG Group has operations in different jurisdictions such as, but not limited to, Colombia, Singapore and Norway.
- B. HLMM is an international recruitment, training and employment company for specialized LNG seafarers, which holds a Certificate of Authorisation to Operate A Seafarer Recruitment and Placement Service issued by the Maritime and Port Authority of Singapore (Certificate number COA/2014/000111) and which has access to Crew/Employee(s) duly trained as such seafarers.
- C. HCOL is or will be the contractor under the Operation and Services Agreement ("**OSA**") executed with Sociedad Portuaria El Cayao ("**SPEC**"), pursuant to which HCOL will operate the Vessel for SPEC during the term of the International Lease Agreement ("**ILA**") executed by and between Høegh LNG FSRU IV Ltd., as owner of the Vessel, and SPEC.

## **3 PURPOSE**

Due to the special need of HCOL to engage specialized and qualified personnel in order to properly operate the Vessel, HLMM, a company with the required expertise, agrees to provide its professional consulting services to HCOL.

The consulting services will be rendered as provided for under this Agreement in an autonomous, independent and self-managed way.

The Crew/Employee(s) will enter into employment agreements with HCOL.

## **4 THE SCOPE OF THE AGREEMENT**

Subject to the terms of this Agreement, HLMM agrees, under its sole responsibility, technical, administrative and financial autonomy, to provide professional consulting services to HCOL in connection with the recruitment of Crew/Employee(s) by HCOL for work on board the Vessel, including but not limited to the following:

- (i) Follow the Qualification Specifications set by HCOL, that are to be met by the individuals intending to be hired as Crew/Employee(s) of HCOL, including but not limited to the type of competence and experience that such Crew/Employee(s) should possess in order to participate in the recruitment process;
- (ii) Evaluate and recommend to HCOL the individuals that meet the Qualification Specifications;
- (iii) Ensure that the individuals selected meet all the requirements, are duly trained and capable to properly operate the Vessel in Colombia;
- (iv) Ensure that the individuals selected have in place all the required insurances in order to render their services on-board the Vessel;
- (v) Keep a back-up or contingency pool of potential individuals for hire by HCOL, for those extraordinary events in which HCOL is in the need to rotate/replace its Crew/Employee(s), for any reason whatsoever on a short notice;

- (vi) Make the relevant and necessary arrangements, even with third parties, in order to identify the potential Crew/Employee(s) of HCOL; and,
- (vii) Handle any other matters in furtherance to HCOL's recruitment process, including but not limited to suggestions and advice pertaining to the specific individuals that should be considered in the processes that are to be carried out in order to fill the open positions for the Vessel Crew/Employee(s), in order to ensure that each and all of the Crew/Employee(s) are trained as specialized and technical seafarers.
- (viii) After HCOL has accepted each individual for employment, HLMM and its sub contractors have both the obligation and right to issue and sign the Employment Agreement ("EA"), on behalf of HCOL. HCOL shall pre-approve the EA format and conditions.
- (ix) HLMM shall arrange travel and other travel formalities for Crew/Employee(s) and inform HCOL accordingly.
- (x) HCOL shall arrange visa and working permits for the Crew/Employee(s) when applicable.

## **5 DELIVERABLES**

In response to the Qualification Specifications set by HCOL, HLMM shall identify and suggest individuals to be employed by HCOL in order to fill the required positions on-board the Vessel.

HLMM will include the CV and any other relevant information in connection with the suggested individuals.

As the Crew/Employee(s) will be employed by HCOL on definite basis, HLMM shall provide information and suggest individuals on an ongoing basis, ensuring that all required positions on-board the Vessel are filled at any point in time.

Deliverables as well as any other information to be sent among the Parties may be sent via e-mail.

## **6 THE WORKING ARRANGEMENT**

Once the recruitment processes have been concluded, the selected individuals will be hired by HCOL under EAs. During the term of these EAs, the Crew/Employee(s) shall be under the continued subordination, instruction and supervision of HCOL following orders, related but not limited to, safety and navigation, avoidance of pollution and protection of the environment.

When the Crew/Employee(s) are working on-board the Vessel, they shall be bound by the rules and guidelines laid down by HCOL and the ISM Company.

## **7 OBLIGATIONS OF HLMM**

Due to the need of specialized personnel to operate the Vessel properly, according to the specialized competence required in the relevant industry, HLMM shall be responsible for providing adequate and accurate advice in connection with the recruitment process, according to the scope described in Clause 4 (The Scope of the Agreement) above.

Before suggesting any individual as eligible for any vacant position, HLMM shall ensure that each of the suggested individuals complies with the formal qualifications and other specific criteria required as per the Qualification Specifications. HLMM's responsibility in relation to the Crew/Employee(s) formal qualification and other specific criteria is limited to the exercise of due diligence in the selection process, which can be documented.

HLMM shall select and recommend to HCOL such individuals that could qualify as Crew/Employee(s) of HCOL in accordance with the applicable Qualification Specifications. If the suggested individuals do not meet the applicable Qualification Specifications and/or are not employed by HCOL, HLMM shall as soon as possible provide HCOL with additional suggestions of qualified individual(s) fulfilling such Qualification Specifications. HLMM shall have a quality system verifying that HLMM's services satisfy HCOL's needs and requirements. HLMM is not responsible towards HCOL if a matter for which HCOL is responsible prevents the Crew/Employee(s) from conducting the work in a satisfying manner. The same applies for matters for which a third party is responsible.

HLMM shall ensure a back-up of individuals that meet the Qualification Specifications and therefore could immediately be hired as Crew/Employee(s) of HCOL for those extraordinary events in which HCOL must fill a position more quickly than normal.

The cost for such contingency pool service is to be agreed between the Parties on an annual basis and paid by HCOL at cost. The budget for such costs for 2017 is included in **Appendix 2**.

HLMM shall arrange for competence development services, which include the training required to assure that there are available candidates that have the skills and qualifications required for the proper operation of the Vessel.

The cost for such competence development/training is to be agreed between the Parties on an annual basis and paid by HCOL at cost. The budget for such costs for 2017 is included in **Appendix 2**.

HLMM shall ensure that the Crew/Employee(s) are covered by satisfactory insurances. However, HCOL will arrange the Protection and Indemnity (P&I) Insurance. The cost for such insurances is to be agreed between the Parties on an annual basis and paid by HCOL at cost.

The budget for such costs for 2017 is included in **Appendix 2**.

HLMM shall obtain from the potential Crew/Employee(s) the relevant authorization in order to collect, treat and transfer their personal data to HCOL for the purposes agreed to in this Agreement.

HLMM shall avoid any intervention in the main activities of HCOL that are not related to the purpose of this Agreement.

HLMM agrees to observe and comply with all laws and any other regulation relating to its business, and to meet any and all legal requirements arising from the implementation of the services. HLMM will exclusively be responsible for the imposition of all fines or penalties and any injury suffered by HCOL due to the lack of compliance of HLMM's obligations foreseen in this Clause 7.

## **8 OBLIGATIONS OF HCOL**

HCOL shall provide HLMM with the Qualification Specifications.

HCOL shall exercise subordination as unique employer of the Crew/Employee(s) when such Crew/Employee(s) are working on-board the Vessel. Thus, HCOL shall ultimately be responsible for the daily management and guidance of the Crew/Employee(s) and the work to be conducted.

During the term of the EAs and when Crew/Employee(s) are working on-board the Vessel, HCOL, as employer party, is responsible for the working conditions on the work place being in compliance with applicable rules and regulations and that the work conditions are arranged in order for the Crew/Employee(s) to be able to conduct their work.

HCOL shall ensure that the requirements of the laws of the Vessel's flag state are satisfied (including compliance with all applicable Maritime Labour Convention provisions).

HCOL shall ensure that the Crew/Employee(s), before entering the Vessel, are properly familiarised with their duties in accordance with the ISM Code and the Vessel's Ship Management Systems (SMS) and that instructions essential to the SMS are identified, documented and given to the Crew/Employee(s) prior to sailing.

HCOL shall ensure that the Employee(s) shall be bound by HCOL's safety instructions and work regulations and other regulations relevant for the work place and the work to be performed. HCOL shall be responsible for providing the Employee(s) with relevant training and information on necessary HSSEQ rules applicable for the work place and the work to be performed.

HCOL shall be solely responsible for damage/loss/lack of work performance caused by any act or omission of the Crew/Employee(s) during the performance of the work, causing damage or loss to HCOL or a third party.

HCOL is responsible for compliance with applicable rules and regulations relevant for the Crew/Employee(s) and the work to be conducted.

HCOL shall provide HLMM with information and documentation necessary in order for HLMM to fulfil its obligations according to this Agreement. HCOL shall as soon as possible provide HLMM with such information and documentation as requested by HLMM. This includes approval of suggested Crew/Employee(s) from HLMM to be employed by HCOL.

HCOL will arrange the Protection and Indemnity (P&I) Insurance.

## **9 HLMM'S FEE**

In consideration of the services provided pursuant to this Agreement, HLMM shall have the right to receive from HCOL the following fees (the "Fee"):

- (i) An amount corresponding to an agreed proportion of HLMM's direct and indirect administrative costs (including for the avoidance of doubt, both HLMM man hours and any relevant work/service of any HLMM sub-contractor);
- (ii) The amount paid by HLMM to any manning agent or third party used for obtaining candidates suitable for each recruitment process;
- (iii) HLMM shall add a 5% service fee on the invoiced amounts under para 9 (i) – (ii).
- (iv) All other expenses related to the services by HLMM to HCOL shall be regarded as "Cost pass through" and not valid as the basis for any service fee.

## **10 TAXES**

HCOL shall be liable for and shall pay any applicable withholding taxes, customs, duties, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by Colombian tax authorities or other Colombian governmental bodies on HLMM or on the Services.

For the avoidance of doubt, HCOL shall in no event be responsible for the payment of any taxes relating to or arising from (i) HLMM's net income (except if imposed in Colombia), (ii) HLMM's employees or (iii) HLMM's breach of this Agreement.

In circumstances where (i) HCOL has paid and/or compensated HLMM in respect of taxes imposed in Colombia upon HLMM and HLMM obtains a corresponding deduction from net income taxes in respect of such taxes in their applicable country of domicile; HLMM shall reimburse HCOL for the net amount of such deduction.

## **11 HCOL'S PAYMENTS**

HLMM shall on a monthly basis submit specified invoices for services rendered in the preceding calendar month. Fees that are calculated on a yearly basis will also be invoiced on a monthly basis in proportionate monthly payments. All undisputed invoices shall be paid within fifteen (15) days of receipt of such invoice by transfer to HLMM's bank account specified by HLMM on the invoice. All payments to HLMM shall be made in USD.

If HCOL fails to pay at the agreed time, HLMM shall be entitled to claim interest in the amount of three months LIBOR plus 3 % per annum on any overdue amount.

## **12 LIABILITY**

HLMM will take reasonable care in performing the services, and HLMM has no reason to believe any information presented by HCOL to be untrue. The Parties agree that HCOL's own knowledge of its requirements is greater, and that it is therefore HCOL's sole responsibility to satisfy itself as to the skills and suitability of the Crew/Employee(s). By allowing the commencement of services, HCOL acknowledges that it has satisfied itself as to such skills and suitability.

HCOL acknowledges and agrees that the Crew/Employee(s) is under the control of HCOL, and therefore HLMM is not liable for any wrongful negligent or unlawful acts defaults or omissions of the Crew/Employee(s) whilst performing his employment.

Neither Party enters this Agreement on the basis of or relying on any representation, warranty or other provision except as expressly provided in writing, and all other terms implied by statute or common law are excluded so far as legally permitted. Liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is excluded.

Liability is neither excluded nor limited for death, personal injury, fraud, repudiatory breach, or otherwise where it is not lawful to do so.

Subject thereto,

- (a) liability for consequential loss or damage of any kind or for loss of profit, business, revenue, goodwill or anticipated savings is expressly excluded;
- (b) the total liability of HLMM and any person providing services on its behalf is limited to the 5% service fee in Clause 9 (iii) for one (1) year; and
- (c) these provisions on limitation and exclusion shall operate for the benefit of all potentially liable persons.

## **13 CONFIDENTIALITY**

The Parties acknowledge that during the performance of the services hereunder, each of the Parties may receive from the other Party personal information subject to legal protection. Each Party shall process, use and collect the information provided by the other Party in accordance with applicable laws.

Information that comes into the possession of the Parties in connection with the Agreement and the implementation of the Agreement shall be kept confidential, and shall not be disclosed to any third party without the consent of the other Party.

The confidentiality obligation shall apply to the Parties' employees, subcontractors and other third parties who act on behalf of the Parties in connection with the implementation of the Agreement. The Parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement and provided that they are subjected to confidentiality obligation corresponding to that stipulated in this Clause 13.

The confidentiality obligation shall continue to apply after the expiry of the Agreement.

#### **14 TERM AND TERMINATION**

This Agreement shall come into effect from the date stated at the beginning of the Agreement and shall continue until terminated by either Party in accordance with this Clause 14.

This Agreement shall be terminated by either Party upon giving three (3) months prior written notice to the other Party.

The Parties are entitled to terminate this Agreement with immediate effect if the other Party is in material breach of this Agreement, and the Party in breach has not rectified the situation within thirty (30) days after receiving a written notice from the Party claiming the breach.

Termination of this Agreement shall not affect any accrued rights of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement, which is expressly or by implication intended to come into or continue in force on or after such termination.

#### **15 ASSIGNMENT**

The Parties shall have the right to assign this Agreement and the rights and obligations hereunder without the prior written consent of the other Party to an affiliate of the relevant Party.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Nothing contained in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and assigns any rights and remedies under or by reason of this Agreement.

#### **16 MISCELLANEOUS**

If any provision of this Agreement should be found to be illegal or invalid, such provision shall form no part of this Agreement, and the other provisions shall remain unaffected by such circumstances. The Parties shall in such case in good faith use all reasonable efforts to agree a different term that is not illegal or invalid and which as nearly as possible reflects the intentions of the Parties.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and shall not be altered, modified or amended except in writing executed by both Parties.

#### **17 EVENTS OF DEFAULT**

There is an event of default if either Party fails to perform its duties under the Agreement. Events of default shall be notified to the Party in default by a written complaint without undue delay after the event of default has been discovered or ought to have been discovered.

Each Party may claim damages in respect of any direct loss arising from events of default in accordance with this Clause 17.

## **18 FORCE MAJEURE**

Neither Party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the Party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Agreement, provided they have made all reasonable efforts to avoid, minimise or prevent the effect of such events and/or conditions:

- acts of God;
- any Government requisition, control, intervention, requirement or interference;
- any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- riots, civil commotion, blockades or embargoes;
- epidemics;
- earthquakes, landslides, floods or other extraordinary weather conditions;
- strikes, lockouts or other industrial action, unless limited to the Employees (which shall not include the Crew) of the Party seeking to invoke force majeure;
- fire, accident explosion except where caused by negligence of the Party seeking to invoke force majeure; and
- any other similar cause beyond the reasonable control of either Party.

## **19 GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed by and shall be construed in accordance with English Law.

The Parties hereto irrevocably submit to the jurisdiction of the courts in London, England.

\*\*\*

This Agreement has been prepared in two (2) originals, of which each Party has received one.

**Hoegh LNG Maritime Management Pte. Ltd.**

By: /s/ Veronica B. Sandnes

Name: Veronica B. Sandnes  
Title: Attorney-in-fact  
Date: 1/11 - 2016

**Höegh LNG Colombia S.A.S.**

By: /s/ Nils Jakob Hasle

Name: Nils Jakob Hasle  
Title: Attorney-in-fact  
Date: 17/10/2016

**Enclosures:**

Appendix 1      Qualification Specifications

Appendix 2      Budget 2017

**QUALIFICATION SPECIFICATIONS**

As a minimum, HCOL would require Crew/Employee(s) that will allow HCOL to comply with the following requirements set out in the FSRU Operation and Services Agreement (“**OSA**”) between HCOL and SPEC:

- The Vessel shall have a full and efficient complement of master, officers and crew for a vessel of her tonnage, which shall in any event be not less than the number and nationality required by the laws of the flag registry and under Colombian Law and who shall be trained to operate the Vessel and her equipment competently and safely.
- All shipboard personnel shall hold valid certificates of competence in accordance with the requirements of the laws of the flag registry and any requirements of Colombian Laws necessary for the Vessel to trade therein.
- All shipboard personnel shall be trained and certified to a standard customary for a Reasonable and Prudent Operator (as defined) and in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 or any additions, modifications or subsequent versions thereof.

In addition the following requirements will apply:

- Training matrix for each position on board with future revisions and modifications.
- Other training and competence requirements that may be communicated between the Parties.

**BUDGET 2017**

Crew contingency pool:	USD	29,000
Competence development services:	USD	150,000
Insurance costs:	USD	98,000

**SPARE PARTS PROCUREMENT AND INSURANCE SERVICES AGREEMENT**

**between**

**Höegh LNG FSRU IV Ltd.**

**and**

**Höegh LNG Fleet Management AS**

Part 1 of 7

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## SPARE PARTS PROCUREMENT AND INSURANCE SERVICES AGREEMENT

This agreement (the “**Agreement**”) is entered into with effect from the date of acceptance under the ILA (as defined below) (the “**Effective Date**”) between:

- (1) **Höegh LNG FSRU IV Ltd.**, company registration no. HL-272039, Clifton House, 75 Fort Street, Grand Cayman, KY1-1108, Cayman Islands (“**HFSRUIV**”), and
- (2) **Höegh LNG Fleet Management AS**, company registration no. 993 874 639, Drammensveien 134, 0277 Oslo, Norway (“**Contractor**”).

**IT IS HEREBY AGREED** as follows:

### 1 BACKGROUND

Both HFSRUIV and the Contractor are companies in the Höegh LNG Group, with ultimate owner Höegh LNG Holdings Ltd.. The Höegh LNG Group has a fleet consisting of Liquefied Natural Gas (LNG) carriers and Floating Storage and Regasification Units (FSRUs).

HFSRUIV is the registered owner of the FSRU HÖEGH GRACE and has entered into the International Leasing Agreement (the “**ILA**”) with Sociedad Portuaria El Cayao S.A. E.S.P (“**SPEC**”) following which HFSRUIV will lease out the FSRU to SPEC on a bareboat basis while still being obligated to provide insurance for the FSRU and to provide spare parts.

HFSRUIV wishes to use the technical expertise of the Contractor, and thus, it has decided to hire the technical services of the Contractor as described herein and the Contractor is willing to perform such services under this Agreement.

### 2 APPOINTMENT OF THE CONTRACTOR

With effect from the Effective Date, the Contractor will render services to HFSRUIV and HFSRUIV hereby confirms the appointment of the Contractor and the Contractor hereby agrees to act as a Contractor for HFSRUIV.

The Contractor undertakes to use its best endeavors to provide the services in accordance with high quality standards and to protect and promote the interests of HFSRUIV in all matters relating to the provision of services hereunder.

### 3 SCOPE OF SERVICES

The Contractor shall provide the services which include, but are not limited to:

- (a) Arranging the supply of spare parts for the FSRU;
- (b) Arranging the insurance cover/policies for the FSRU; and
- (c) All such other services reasonably requested and required by HFSRUIV in relation to the provision of spare parts or insurances.

It is explicitly agreed and understood between the parties that all procurement of services or goods in relation to the FSRU is done by the Contractor acting as agent for and on behalf of HFSRUIV. All associated invoices for such services or goods shall name HFSRUIV as the customer. If this is not possible from a practical point of view due to procurement being done under certain master agreements, frame agreements or similar, then sufficient documentation, as agreed from time to time between the parties, shall be made available by the Contractor in order for such incurred costs to be properly documented.

#### **4 PAYMENT**

HFSRU IV shall provide access to the Contractor (or any nominated sub-contractor) to bank account(s) with sufficient funds to ensure the timely payment of any services or goods procured in relation to the FSRU in accordance with clause 3 above.

#### **5 THE CONTRACTORS' SUB-CONTRACTING**

The Contractor shall have the right to sub-contract any of the obligations or rights hereunder to a third party without the prior written consent of HFSRU IV, provided that it shall remain liable before HFSRU IV for compliance of all the obligations hereunder.

#### **6 RESPONSIBILITIES**

- (a) Neither HFSRU IV nor the Contractor shall be liable for any failure to perform any of their obligations hereunder by reason of any cause whatsoever by any nature and kind beyond their reasonable control.
- (b) Without prejudice to Clause 7 (a), the Contractor shall not be liable whatsoever to HFSRU IV for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising in the course of performance of the Services under this Agreement, unless such liability is proven to result solely from the negligence, gross negligence or willful default of the Contractor or their employees or agents or sub-contractors employed by them in connection with the Services under this Agreement in which case the Contractor's liability for each incident or series of incident that gives rise to a claim or claims, shall never exceed a total amount of USD 100,000.
- (c) Except to the extent and solely for the amount that the Contractor will be liable as set out in Clause 7 (b), HFSRU IV hereby undertakes to keep the Contractor and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands and liabilities whatsoever or howsoever arising, which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Services under this Agreement, and against and in respect of all costs, losses, damages and expenses, including legal costs and expenses on a full indemnity basis, which the Contractor may suffer or incur (either directly or indirectly) in the course of the performance of the Services under this Agreement.
- (d) It is hereby expressly agreed that no employee or agent of the Contractor (including every sub-contractor from time to time employed by the Contractor) shall in any circumstances whatsoever be under any liability whatsoever to HFSRU IV for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause 8, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Contractor or to which the Contractor are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Contractor acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 8, the Contractor are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

## **7 AUDITING**

The Contractor shall at all times maintain and keep true and correct accounts of the time dedicated to render the services hereunder to HFSRUIV and shall make the same available for inspection and auditing by the HFSRUIV or its appointed auditor at such time as the HFSRUIV may determine.

## **8 CONTRACTOR'S FEE**

- (a) HFSRUIV shall pay to the Contractor an annual services fee for their services under this Agreement, which shall be payable in equal monthly instalments in advance, the first instalment (pro rata if appropriate) being payable on the commencement of this Agreement and subsequent instalments being payable at the beginning of every calendar month.
- (b) The technical services fee is on an annual basis USD 116,500 for the calendar years 2016 and 2017 and shall be subject to an annual review and be agreed by the parties no later than end November each calendar year for the next calendar year.
- (c) The Contractor shall, at no extra cost to HFSRUIV, provide its own office accommodation, office staff, facilities and stationery.
- (d) HFSRU IV shall reimburse the Contractor monthly for (i) all travelling expenses and (ii) all pre-agreed additional expenses at cost.
- (e) The Contractor shall add a 3% service fee on all invoiced amounts.

## **9 SUSPENSION OF CONTRACTORS' PERFORMANCES UNDER THE AGREEMENT**

The Contractor shall be entitled to suspend performances under this Agreement by notice in writing if any moneys payable by HFSRUIV under the Agreement, shall not have been received in the Contractor's nominated account within 7 days of payment having been requested in writing by the Contractor.

## **10 DURATION AND TERMINATION OF THE AGREEMENT**

- (a) This Agreement shall come into effect on the date stated in Clause 2 (a) (Appointment of the Contractor), and shall continue for the duration of the ILA. Thereafter it shall continue until terminated by either party giving to the other notice in writing, in which case the Agreement shall terminate upon the expiration of a period of three months from the date upon which such notice was given.
- (b) The Contractor shall be entitled to terminate the Agreement by notice in writing if any moneys payable by HFSRUIV under this Technical Services Agreement, shall not have been received in the Contractor's nominated account within ten days of payment having been requested in writing by the Contractor.
- (c) The Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.
- (d) The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.

## **11 LAW AND ARBITRATION**

This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause 12.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. On the receipt by one party of the nomination in writing of the other parties' arbitrator, that party shall appoint their arbitrator within 14 days, failing which the decision of the single arbitrator appointed shall apply. Two arbitrators properly appointed shall appoint a third arbitrator who shall be the chairman of the Arbitration Panel. The parties agree that no Party shall appeal to the court on a question of law arising out of an award made in the proceedings.

The arbitration hearings, any submissions to the court and the award or ruling passed by the court shall be treated as confidential.

## **12 NOTICES**

All notices, requests, demands and other communications given or made in accordance with the provisions of the Agreement, shall be in writing and may be given either e-mail, registered or recorded mail or by fax and shall be deemed to have been given when actually received.

\* \* \*

**Signature Page to Follow**

Part 6 of 7

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first above written.

**Høegh LNG Fleet Management AS**

**Høegh LNG FSRU IV Ltd.**

/s/ Gorm O. Hillgaard

Name: Gorm O. Hillgaard  
Title: SVP, Head of Fleet Management  
Date: 25 October 2016

/s/ Ørjan Homme

Name: Ørjan Homme  
Title: Attorney-in-fact  
Date: 25 October 2016

**TECHNICAL SERVICES AGREEMENT**

**between**

**Höegh LNG Colombia S.A.S.**

**and**

**Höegh LNG AS**

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\* \* \*

## TECHNICAL SERVICES AGREEMENT

This agreement (the “**Agreement**”) is entered into with effect from 1 October 2016 (the “**Effective Date**”) between:

- (1) **Høegh LNG Colombia S.A.S.**, company registration no. 02667791, at Avenida 82 No. 10 – 62 Bogota, Colombia (“**HCOL**”), and
- (2) **Høegh LNG AS**, company registration no. 989 837 877, at Drammensveien 134, 0277 Oslo, Norway (“**Contractor**”).

**IT IS HEREBY AGREED** as follows:

### 1 BACKGROUND

Both HCOL and the Contractor are companies in the Høegh LNG Group, with ultimate owner Høegh LNG Holdings Ltd. (“**HLNGH**”). The Høegh LNG Group has a fleet consisting of Floating Storage and Regasification Units (FSRUs) and Liquefied Natural Gas (LNG) carriers.

HCOL will enter into or has entered into a Novation Agreement with HLNGH and Sociedad Portuaria El Cayao S.A. E.S.P (“**SPEC**”) following which HCOL will become a party to and provide the FSRU Services under the FSRU Operations and Services Agreement with SPEC as customer dated 1 November 2014 (the “**OSA**”).

HCOL wishes to use the technical expertise of the Contractor, as well as the access the Contractor has to the IT Platform Systems of the Høegh LNG Group, and thus, HCOL has decided to hire the technical services of the Contractor as described herein and the Contractor is willing to perform such services under this Agreement.

### 2 APPOINTMENT OF THE CONTRACTOR

- (a) With effect from the Effective Date, the Contractor will render technical services to HCOL. HCOL hereby confirms the appointment of the Contractor and the Contractor hereby agrees to act as a Contractor for HCOL.
- (b) The Contractor undertakes to use its best endeavors to provide the technical services specified herein to HCOL and to grant HCOL access to the IT Platform Systems of the Høegh LNG Group in accordance with high quality standards and to protect and promote the interests of HCOL in all matters relating to the provision of services hereunder.

### 3 TECHNICAL SERVICES

Subject to the terms and conditions herein provided, during the term of this Agreement, the Contractor, based on its expertise and being the administrator of the IT Platform Systems of the Høegh LNG Group, shall render the technical services as required by HCOL in order to fulfill HCOL’s obligations under the OSA; jointly referred to as the “**Services**”.

### 4 SCOPE OF SERVICES

The Contractor shall provide the technical services from Oslo, Norway, services which include, but are not limited to:

- (a) Arrangement of the provision of bunker fuel of the quality as required for the trade of the FSRU Høegh Grace, IMO No. 9674907 (the “**Vessel**”);

- (b) Operational support for the Vessel as required by HCOL, which includes but is not limited to; ship to ship operations support, the provision of compatibility/interface studies, Vessel approvals and vetting processes, voyage/performance estimates, accounts and calculations;
- (c) Monitoring and reporting of operational KPIs as may from time to time be instructed by HCOL;
- (d) Provide HCOL with all such technical information and supporting documentation as may reasonably be required by HCOL;
- (e) Provide HCOL with the required access to the IT Platform Systems of the Høegh LNG Group; and
- (f) All such other technical services reasonably requested and required by HCOL.

## **5 THE CONTRACTORS' SUB-CONTRACTING**

The Contractor shall have the right to sub-contract any of the obligations or rights hereunder to a third party without the prior written consent of HCOL, provided that the Contractor shall remain liable before HCOL for compliance of all its obligations hereunder.

## **6 OWNERSHIP**

The Parties agree that the Services rendered are of a technical nature and that in no event will the Contractor be transferring any technology to HCOL.

## **7 RESPONSIBILITIES**

- (a) Neither HCOL nor the Contractor shall be liable for any failure to perform any of their obligations hereunder by reason of any cause whatsoever by any nature and kind beyond their reasonable control.
- (b) Without prejudice to Clause 7 (a), the Contractor shall not be liable whatsoever to HCOL for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising in the course of performance of the Services under this Agreement, unless such liability is proven to result solely from the negligence, gross negligence or willful default of the Contractor or their employees or agents or sub-contractors employed by them in connection with the Services under this Agreement, in which case the Contractor's liability for each incident or series of incidents that give rise to a claim or claims, shall never exceed a total amount of USD 50,000.
- (c) Except to the extent and solely for the amount that the Contractor will be liable as set out in Clause 7 (b), HCOL hereby undertakes to keep the Contractor and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands and liabilities whatsoever or howsoever arising, which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Services under this Agreement, and against and in respect of all costs, losses, damages and expenses, including legal costs and expenses on a full indemnity basis, which the Contractor may suffer or incur (either directly or indirectly) in the course of the performance of the Services under this Agreement.
- (d) It is hereby expressly agreed that no employee or agent of the Contractor (including every sub-contractor from time to time employed by the Contractor) shall in any circumstances whatsoever be under any liability whatsoever to HCOL for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause 7, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Contractor or to which the Contractor are entitled hereunder, shall also be available and shall extend to protect every such employee or agent of the Contractor acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 7, the Contractor is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

## 8 AUDITING

The Contractor shall at all times maintain and keep true and correct accounts of the time dedicated to render the Services hereunder to HCOL and shall make the same available for inspection and auditing by the HCOL or its appointed auditor at such time as the HCOL may determine.

## 9 CONTRACTOR'S FEE

- (a) HCOL shall pay to the Contractor for the Services under this Agreement a monthly fee in Norwegian Kroner – NOK (the “**Fee**”). The Fee will be calculated based on the time spent on each of the Services rendered, computed at pre-established hourly rates for the individuals effectively performing the Services.
- (b) The pre-established hourly rates applicable for the calendar year 2016 are as set out in Appendix A to this Agreement. No later than by end of November each calendar year, the Contractor shall submit to HCOL the hourly rates that will be applicable for the following calendar year. The hourly rates shall be in line with the “arm’s length principle” and in compliance with the transfer pricing regulations applicable to both HCOL and the Contractor.
- (c) In addition to the payment of the Fee referred to under Clause 9 (a), HCOL shall pay to Contractor a monthly IT fee (the “**IT Fee**”) as compensation for providing HCOL access to the IT Platform Systems of the Høegh LNG Group in accordance with the Høegh LNG Group’s cost allocation model, which is distributing the Høegh LNG Group’s IT costs based on number of users and the actual IT cost.

The IT Fee covers the following Services:

- Corporate standardized hardware;
- Corporate standardized software;
- Cyber security & Communication hardware and services (for accessing internet and Høegh LNG Group central datacenters; and
- IT support and training for above.

The estimated IT Fee for the calendar year 2016 is further described in Appendix B. No later than by end of November each calendar year, the Contractor shall submit to HCOL an estimated IT Fee (in a similar detailed manner as described in Appendix B) that will be applicable for the following calendar year. Such IT Fee shall be in line with the “arm’s length principle” and in compliance with the transfer pricing regulations applicable to both HCOL and the Contractor.

- (d) HCOL shall reimburse the Contractor for its documented postage and communication expenses, travelling expenses and other out of pocket expenses properly incurred by the Contractor in pursuance of the Services.
- (e) The Contractor shall add a 3% service fee on all invoiced amounts.

## **10 TAXES**

Each Party will bear its own taxes, provided that HCOL shall be liable for and shall pay any applicable withholding taxes, customs, duties, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by Colombian tax authorities or other Colombian governmental bodies on Contractor or on the Services.

For the avoidance of doubt, HCOL shall in no event be responsible for the payment of any taxes relating to or arising from (i) Contractor's net income (except if imposed in Colombia), (ii) Contractor's employees or (iii) Contractor's breach of this Agreement.

In circumstances where (i) HCOL has paid and/or compensated Contractor in respect of taxes imposed in Colombia on Contractor and Contractor obtains a corresponding deduction from net income taxes in respect of such taxes in their applicable country of domicile; Contractor shall reimburse HCOL for the net amount of such deduction.

## **11 SUSPENSION OF CONTRACTORS' PERFORMANCES UNDER THE AGREEMENT**

The Contractor shall be entitled to suspend performances under this Agreement by notice in writing if any moneys payable by HCOL under the Agreement, shall not have been received in the Contractor's nominated account within fifteen – 15 – days of payment having been requested in writing by the Contractor.

## **12 DURATION AND TERMINATION OF THE AGREEMENT**

- (a) This Agreement shall come into effect on the date stated in Clause 2 (a) (Appointment of the Contractor), and shall continue for the duration of the OSA. Thereafter it shall continue until terminated by either party giving to the other notice in writing, in which case the Agreement shall terminate upon the expiration of a period of three months from the date upon which such notice was given.
- (b) The Contractor shall be entitled to terminate the Agreement by notice in writing if any moneys payable by HCOL under this Agreement shall not have been received in the Contractor's nominated account within thirty – 30 – days of payment having been requested in writing by the Contractor.
- (c) The Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.
- (d) The termination of this Agreement shall be without prejudice to all rights accrued due between the Parties prior to the date of termination.
- (e) Upon termination of this Agreement, the Contractor shall transfer and deliver to HCOL all assets, including but not limited to documents of any nature, intellectual property and any other tangible or intangible assets, rights or privileges that are the property of HCOL, ref. Clause 6 (Ownership) above. There will be no transfer of technology or know-how from the Contractor to HCOL.

## **13 LAW AND ARBITRATION**

This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement and shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause 13.

Arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within 14 days, failing which the decision of the single arbitrator appointed shall apply. Two arbitrators properly appointed shall appoint a third arbitrator who shall be the chairman of the Arbitration Panel. The parties agree that no party shall appeal to the court on a question of law arising out of an award made in the proceedings.

The arbitration hearings, any submissions to the court and the award or ruling passed by the court shall be treated as confidential.

**14 NOTICES**

All notices, requests, demands and other communications given or made in accordance with the provisions of the Agreement, shall be in writing and may be given either by e-mail, registered or recorded mail or by fax and shall be deemed to have been given when actually received.

\* \* \*

**Signature Page to Follow**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

**Høegh LNG AS**

**Høegh LNG Colombia S.A.S.**

/s/ Sveinung Støhle

/s/ Nils Jakob Hasle

Name: Sveinung Støhle  
Title: General Manager  
Date: 17/10/2016

Name: Nils Jakob Hasle  
Title: Attorney-in-fact  
Date: 17/10 - 2016

## APPENDIX A

As per 1 October 2016

<b>Basic Salary (annual basis) NOK</b>	<b>Hourly Rate (NOK)*</b>
300 000 - 350 000	575
350 001 - 400 000	615
400 001 - 450 000	660
450 001 - 500 000	700
500 001 - 550 000	740
550 001 - 600 000	780
600 001 - 650 000	820
650 001 - 700 000	865
700 001 - 750 000	900
750 001 - 800 000	945
800 001 - 850 000	985
850 001 - 900 000	1 030
900 001 - 950 000	1 070
950 001 - 1 000 000	1 110
1 000 001 - 1 050 000	1 150
1 050 001 - 1 100 000	1 195
1 100 001 - 1 150 000	1 235
1 150 001 - 1 200 000	1 275
1 200 001 - 1 250 000	1 315
1 250 001 - 1 300 000	1 360
1 300 001 - 1 350 000	1 400
1 350 001 - 1 400 000	1 440
1 400 001 - 1 450 000	1 480
1 450 001 - 1 500 000	1 525
1 500 001 - 1 550 000	1 565

\*)

Includes salary, pension, payroll tax, other direct personnel cost such as office , HR, and IT for the relevant personnel in HLNG AS

APPENDIX B

HLNG Consolidated - Administration cost

IT

Description	Estimate 2016 (USD)
Personnel cost	(454 196)
Office cost	(630 694)
External services	(1 599 996)
Travel related cost	(37 200)
Other expenses	(5 229)
Overhead Hous	6 686
Depreciation of IT equipment	(261 584)
<b>Total Adm expenses</b>	<b>(2 982 214)</b>
Number of IT Users	111
Estimated IT Fee per user 2016 (USD)	26 867

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

**AMENDMENT NO. 4**

**To**

**SRV LNG CARRIER  
TIME CHARTERPARTY**

**DATED 20 March 2007**

**Between**

**SRV JOINT GAS LTD.**

**And**

**GDF SUEZ LNG SUPPLY SA**

**DATED 9<sup>th</sup> December 2016**

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**AMENDMENT NO. 4 TO SRV LNG CARRIER TIME CHARTERPARTY**

This amendment no. 4 (the “**Amendment No. 4**”) to the Charter (as defined in the Recitals below) is made on this 9th of December 2016, and forms an integral part of the Charter.

**BY AND BETWEEN:**

- (i) SRV Joint Gas Ltd., a company incorporated and existing under the laws of Cayman Island (“**Owner**”); and
  - (ii) GDF SUEZ LNG Supply S.A., a company organized and existing under the laws of Luxembourg (“**Charterer**”);
- (each a “**Party**” and together the “**Parties**”).

**RECITALS**

**WHEREAS**, Owner and Charterer are parties to an SRV LNG Carrier Time Charterparty dated 20 March 2007, as amended by Amendment No. 1 dated 23 February 2015, Amendment No. 2 dated 23 February 2015 (“**Amendment No. 2**”) and Amendment No.3 dated 23 April 2014, and as may be further novated and/or amended from time to time, (the “**Charter**”), whereby Owner has agreed to let and Charterer has agreed to hire the use and service of a Shuttle and Regasification Vessel built by Samsung Heavy Industries Co. Ltd. with reference Hull no. 1688 and now named GDF SUEZ Neptune (the “**Vessel**”); and

**WHEREAS**, Charterer wishes to use, and Owner wishes to accommodate Charterer’s wish to use, the Vessel in FSRU Mode or alternatively in LNG Carrier Mode under a joint and several sub-charter arrangement with either a joint venture company between (i) Kalyon Insaat Sanayi Ve Ticaret A.S.; and (ii) Kolin Insaat, Turizm, Sanayi Ve Ticaret A.S. (the “**Shareholders**”) or a nominee of either Shareholder ( the “**Sub-Charterer**”) for the Project (as defined below), on the terms and subject to the conditions of this Amendment No. 4; and

**WHEREAS**, the Parties have entered into a Supplemental Agreement to the Charter dated 30<sup>th</sup> September 2016 (the “**Supplemental Agreement**”) pursuant to which they have agreed to make certain modifications to the Vessel; and

**WHEREAS**, the Parties have agreed to make certain amendments to the Charter as set out below.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

**1. Definitions**

For purposes of this Amendment No. 4 (including the Recitals), the capitalized terms used but not defined in this Amendment No. 4 or amended by Clause 5 of this Amendment No.4 shall have the meanings ascribed to them in the Charter.

“**Delivery**” means the date on which the Vessel arrives at a place at or near the FSRU Terminal and has tendered its notice of readiness.

“**FSRU**” means floating storage and regasification unit.

“**FSRU Mode**” means the use of the Vessel at all times during the Sub-Charter Period, except when a Voyage is occurring.

“**FSRU Terminal**” means the floating regasification import terminal located nearshore at Izmir, Turkey.

“**LNG Carrier Mode**” has the meaning given to it in Clause 6 (“*Voyage*”).

“**Maintenance Allowance**” has the meaning given to it in Clause 25 (as amended by this Amendment No. 4).

“**Mortgagee**” means DNB Bank ASA (previously called DnB NOR Bank ASA) as agent on behalf of the lenders.

“**Owner Group**” has the meaning given to it in Clause 8.2 of this Amendment No.4.

“**Project**” means Charterer’s project with the Sub-Charterer consisting of using the Vessel in FSRU Mode at the FSRU Terminal.

“**Redelivery**” means the date on which the Vessel is returned to the Charterer in accordance with the terms of the Sub-Charter.

“**Reinstatement Work**” means any and all work, design, engineering, procurement, fabrication, installation, commissioning and testing required to reinstate the Vessel in accordance with Clause 7 of this Amendment No.4.

“**Sub-Charter**” means the agreement signed between Charterer and Sub-Charterer for sub-chartering of the Vessel to Sub-Charterer.

“**Sub-Charter Period**” means a period beginning the date of Delivery of the Vessel to Sub-Charterer and ending on the later of (i) the date of Redelivery of the Vessel by Sub-Charterer under the Sub-Charter or such earlier date as the Sub-Charter is terminated or expires in accordance with its terms and (ii) the date the Vessel is permanently unmoored and disconnected from the FSRU Terminal and is ready and free to depart from the FSRU

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

Terminal, but such period shall not, in any event, extend beyond the date falling \*\*\*\*\* days prior to the Vessel's next scheduled dry-dock.

“**Turkish Taxes**” means Turkish tax liabilities specifically suffered or incurred by Owner or any other member of Owner Group (as defined in Clause 8.2) whatsoever and howsoever arising due to the presence of the Vessel as an FSRU in Turkey when the Vessel acts in FSRU Mode, including but not limited to business tax, corporate tax, corporate income tax, local surcharges, wealth tax, income tax and individual income tax, personal tax or social security contributions of employees, social security premiums, customs taxes or duties, VAT (including VAT-1 and VAT-2), withholding tax (including on hire, loan repayments, interest and dividends), any tax relating to the importation, stay or exportation into and from Turkey (as the case may be) of the Vessel (including related materials and/or equipment) and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same, together with all compliance and filing costs relating to such taxes.

“**Voyage**” means a legitimate voyage under the Charter ordered pursuant to and in accordance with Clause 6 of this Amendment No. 4, the duration of which shall always be deemed to be from when the Vessel is unmoored and disconnected from the FSRU Terminal for the purpose of commencing the Voyage until the Vessel is all fast again at the FSRU Terminal.

Otherwise, the terms “**Modification Specification**”, “**Modification Work**”, “**Owner Work**” and “**Owner Work Specification**” each have the meanings given to them in the Supplemental Agreement.

## 2. Purpose, Intention and Interpretations

The purpose of this Amendment No. 4 is to set forth the terms and conditions under which the Vessel may be utilized as an FSRU at the Project and to permit the Sub-Charter with Sub-Charterer in respect of the Vessel and to set out the specific conditions applicable between the Parties when the Vessel is operating in FSRU Mode and specific amendments in Clause 6 and 7 of this Amendment No.4 relating to the Vessel's use in LNG Carrier Mode.

It is Owner's and Charterer's clear intention, which is hereby declared, that this Amendment No. 4 shall not imply or impose greater or more onerous obligations exposures and/or liabilities on Owner or any member of Owner Group (except for any provisions of this Amendment No. 4 expressly providing to the contrary) than it would otherwise have under the Charter.

In case of conflict between the provisions of the Charter and this Amendment No. 4, the provisions of this Amendment No. 4 shall prevail.

## 3. Ownership and risk of the Modification Work

3.1 Subject to Clause 7(f) of this Amendment No. 4, ownership and title of the items set out in Appendix 1 ("*Description of Modification Work*") of the Supplemental Agreement and incorporated onto the Vessel shall at all times vest with Charterer.

For the avoidance of doubt, ownership and title of the items set out in Appendix 2 ("*Owner Work Specification*") of the Supplemental Agreement and incorporated onto the Vessel as part of the Owner Work shall at all times vest with Owner.

- 3.2 Whilst the items set out in the Modification Specification are incorporated onto the Vessel (and irrespective of whether ownership and title in such items vests with Charterer or if it has been transferred to Owner), Owner shall (i) maintain such items in accordance with Clause 4 ("*Duty to Maintain*") of the Charter and (ii) insure such items under the Vessel's "Hull and Machinery Insurance" in accordance with Clause 8 ("*Owner to Provide*") of the Charter, at values mutually agreed between Charterer and Owner. However, for the avoidance of doubt, the items to be maintained and insured by Owner in accordance with this Clause 3.2 shall not include the Yokohama fenders referred to in paragraph 1(e), Appendix 1 ("*Description of Modification Work*") of the Supplemental Agreement.
- 3.3 Notwithstanding the provisions of Clause 3.2 above, in the event that there is a loss of time (whether by way of interruption in the Vessel's service or from a reduction in the Vessel's performance, or in any other manner) due to a deficiency in or breakdown of any items incorporated onto the Vessel as part of the Modification Work (or of any other equipment affixed to the Vessel requested by Charterer), the Vessel shall remain on-hire during any such interruption in service or reduction in performance, unless such deficiency or breakdown is solely attributable to Owner's negligence.

#### **4. Importation, Stay and Exportation**

- 4.1 Any importation, stay and exportation into and from the Republic of Turkey (as the case may be) of the Vessel and all materials and/or equipment necessary for Owner's performance of the Charter and/or any Voyage during or related to the Sub-Charter Period, shall be arranged by Charterer, in accordance with all applicable laws and regulations, for its own time, risk and expense, but with all reasonable practical assistance from Owner.
- 4.2 In addition, Charterer shall for its own, time risk and expense (but with reasonable practical assistance from Owner) obtain and maintain throughout the Sub-Charter Period all licences, permits, certificates, authorisations and/or exemptions (as applicable), (i) that are required for Owner and any member of Owner Group to comply with all relevant laws and regulations applicable to it and to the Vessel's operation in the Republic of Turkey in FSRU Mode, including any exemption from any requirement to obtain work permits for any employees or other officers of any applicable member of the Owner Group or any master, officers or crew employed upon the Vessel, and (ii) that will enable Owner and any member of the Owner Group to operate the Vessel in accordance with the provisions of this Amendment No. 4. For the avoidance of doubt, Owner shall not be required to change Vessel's flag to Turkish flag, register the Vessel in any Turkish registry or change the nationality of the Vessel's crew.

**5. FSRU Mode specific modifications**

5.1 At all times during the Sub-Charter Period, except when a Voyage is occurring, the Charter shall be modified by the following amendments, additions and other modifications:

(a) Modifications to Clause 1 (“*Definitions*”) of the Charter:

- (a) The definition of “**Actual Discharge Rate**” in Clause 1 of the Charter shall be amended to read in its entirety: ““**Actual Discharge Rate**” has the meaning set out in Clause 27(b)(iv).”
- (b) The definition of “**Adverse Weather Periods**” in Clause 1 of the Charter shall be deleted.
- (c) The definition of “**Allowance Period**” in Clause 1 of the Charter shall be deleted.
- (d) The definition of “**BOE**” in Clause 1 of the Charter shall be deleted.
- (e) A new definition shall be included in Clause 1 of the Charter, which reads: ““**Charterer’s Group**” has the meaning set out in Clause 68(a).”
- (f) The definition of “**Discharge Period**” in Clause 1 of the Charter shall be deleted. Any other use of the term “Discharge Period” in the Charter shall be replaced with the term “FSRU Discharge Period”.
- (g) The definition of “**Discharge Point**” in Clause 1 of the Charter shall be deleted.
- (h) A new definition shall be included in Clause 1 of the Charter, which reads: ““**FSRU**” means floating storage and regasification unit.”
- (i) A new definition shall be included in Clause 1 of the Charter, which reads: ““**FSRU Discharge Period**” has the meaning set out in Clause 27(b)(vi).”
- (j) A new definition shall be included in Clause 1 of the Charter, which reads: ““**FSRU Gas Day**” has the meaning set out in Clause 27(b)(iv).”
- (k) A new definition shall be included in Clause 1 of the Charter, which reads: ““**FSRU Gas Nomination Procedures**” means the procedures for requesting and establishing Send Out Profile and Intraday Nominations as set forth in Schedule X.”
- (l) The definition of “**Gas Day**” in Clause 1 of the Charter shall be deleted. Any other use of the term “Gas Day” in the Charter shall be replaced with the term “FSRU Gas Day”.
- (m) A new definition shall be included in Clause 1 of the Charter, which reads ““**FSRU Terminal**” means the floating regasification import terminal located nearshore at Izmir, Turkey.”

Execution Version

- (n) The definition of “**Gas Nomination Procedures**” in Clause 1 of the Charter shall be deleted. Any other use of the term “Gas Nomination Procedures” in the Charter shall be replaced with the term “FSRU Gas Nomination Procedures”.
- (o) A new definition shall be included in Clause 1 of the Charter, which reads: “**LNG Carrier**” means a vessel for the transportation of a cargo of LNG to be discharged into the FSRU”.
- (p) A new definition shall be included in Clause 1 of the Charter, which reads: “**Lowest Performance**” has the meaning set out in Clause 27(b)(i)”.
- (q) A new definition shall be included in Clause 1 of the Charter, which reads: “**Maintenance Allowance**” has the meaning set out in Clause 25(a).”
- (r) The definition of “**Nominated Discharge Rate**” in Clause 1 of the Charter shall be amended to read in its entirety: “**Nominated Discharge Rate**” has the meaning set out in Clause 27(b)(iv).”
- (s) The definition of “**Normal Performance**” in Clause 1 of the Charter shall be amended to read in its entirety: “**Normal Performance**” has the meaning set out in Clause 27(b)(i).”
- (t) A new definition shall be included in Clause 1 of the Charter, which reads: “**Permitted Maintenance Event**” has the meaning set out in Clause 25(a).”
- (u) The definition of “**Off-hire Allowance**” in Clause 1 of the Charter shall be deleted.
- (v) A new definition shall be included in Clause 1 of the Charter, which reads: “**Owner’s Group**” has the meaning set out in Clause 68(a)”.
- (w) The definition of “**Performance Period**” in Clause 1 of the Charter shall be deleted.
- (x) The definitions of “**Primary Terminals**” and “**Primary Terminal**” in Clause 1 of the Charter shall be deleted.
- (y) The definition of “**Reduced Performance**” in Clause 1 of the Charter shall be amended to read in its entirety: “**Reduced Performance**” has the meaning set out in Clause 27(b)(iv).”
- (z) A new definition shall be included in Clause 1 of the Charter, which reads: “**Reduced Rate**” has the meaning set out in Clause 27(b)(iv)”.
- (aa) A new definition shall be included in Clause 1 of the Charter, which reads: “**Maintenance**” has the meaning set out in Clause 25 (d)”.
- (bb) A new definition shall be included in Clause 1 of the Charter, which reads: “**Send Out Profile**” has the meaning set out in Clause 27(b)(iii)”.

- (cc) A new definition shall be included in Clause 1 of the Charter, which reads: “**“Start Up Period”** has the meaning set out in Clause 27(b)(i)”.
- (dd) A new definition shall be included in Clause 1 of the Charter, which reads “**“Sub-Charter”** means the agreement signed between Charterer and Sub-Charterer for sub-chartering of the Vessel to Sub-Charterer.”
- (ee) A new definition shall be included in Clause 1 of the Charter, which reads: “**“Sub-Charterer”** means a joint venture company between (i) Kalyon Insaat Sanayi Ve Ticaret A.S. and (ii) Kolin Insaat, Turizm, Sanayi Ve Ticaret A.S., or a nominee of either company.”
- (ff) A new definition shall be included in Clause 1 of the Charter, which reads “**“Commercial Availability”** means the Commercial Availability in relation to regas performance as measured by the compliance on a particular FSRU Gas Day with the nominated daily quantity for such FSRU Gas Day in case of shortfall where:  
*AQ: (actual) Regasified LNG Delivered Quantity*  
*FQ: Nominated Daily Quantity”*.
- (gg) A new definition shall be included in Clause 1 of the Charter, which reads “**“Guaranteed Nominal Regas Capacity”** means the regasifying LNG in closed loop at a discharge rate equal to any discharge rate within the operational envelope between the Lowest Performance up to the Normal Performance”.
- (hh) A new definition shall be included in Clause 1 of the Charter, which reads “**“Minimum Aggregate Availability”** has the meaning set out in clause 27(b)(x)”.
- (ii) A new definition shall be included in Clause 1 of the Charter, which reads: “**“Sub-Charter Period”** means a period beginning on the date on which the Vessel arrives at a place at or near the FSRU Terminal and has tendered its notice of readiness and ending on the later of (i) the date on which the Vessel is returned to Charterer in accordance with the terms of the Sub-Charter or such earlier date as the Sub-Charter is terminated or expires in accordance with its terms and (ii) the date the Vessel is permanently unmoored and disconnected from the FSRU Terminal and is ready and free to depart from the FSRU Terminal.”
- (jj) The definition of “**Unscheduled Maintenance**” in Clause 1 of the Charter shall be deleted.
- (kk) The definition of “**Unscheduled Maintenance Allowance**” in Clause 1 of the Charter shall be deleted.
- (b) In Clause 3 (a)(i) of the Charter, the reference to “SRV” shall be amended to read: “FSRU”.

(c) Clause 3 (a) of the Charter shall be amended by the addition of the following sub-clauses (vi), (vii) and (viii):

- “(vi) Owner will use reasonable endeavours to have on board one person with a good working knowledge of the Turkish language. For avoidance of doubt, Owner shall not be obligated to incur additional costs with regard to this requirement;*
- (vii) the master and chief officer shall combined in total have not less than twelve (12) months’ sailing and cargo operations experience in the past five (5) calendar years exercising responsibilities of a senior rank (master and/or chief officer) on board an gas tanker/FSRU. The chief engineer, one cargo engineer and the second engineer shall combined in total have not less than eighteen (18) months’ sailing and cargo operations experience in the past five (5) calendar years exercising responsibilities of a senior rank (chief engineer, cargo engineer and/or second engineer) on board a gas tanker/FSRU.*
- (viii) prior to the commencement of the Sub-Charter Period, the Owner shall, using Owner’s standard format and subject always to Sub-Charterer first having duly executed a “no poaching declaration” in a wording acceptable to Owner, provide Sub-Charterer with professional LNG tanker/FSRU histories in rank of the master, chief officer, chief engineer and cargo engineer (if applicable) serving on board the Vessel at the time of delivery. Prior to their assignment, similar histories shall be furnished for any new master chief officer, chief engineer or cargo engineer assigned to the Vessel during the Sub Charter Period.”*

(d) Clause 3(c) of the Charter shall be amended by the addition of the following:

*“If during the Sub-Charter Period, Owner changes or replaces the manager of the Vessel, it shall give reasonable consideration to any input from Sub-Charterer in this respect. Owner confirms that under the present circumstances it has no intention of changing or replacing the manager of the Vessel.”*

(e) Clause 5 ("Period and Trading Limits") shall be amended by the addition of the following new sub-clauses (d), (e) and (f):

- “(d) Notwithstanding anything to the contrary in Clauses 5(a), (b), and (c), Charterer shall, at no expense to Owner, provide or cause to be provided, at the FSRU Terminal, port and marine facilities capable of receiving the Vessel and berths and places which the Vessel can safely reach and return from without exposure to danger, and at which the Vessel can safely lie, load or discharge (as the case may be) always afloat. Furthermore, Charterer shall provide to Owner all relevant information required to meet the interface requirements of the FSRU Terminal as soon as reasonably possible. All reasonable costs incurred in implementing such modifications to the Vessel (and their later removal, if required to comply with the terms of this Charter), including the time taken to implement such modifications and to comply with such regulations necessary to allow the Vessel to load or discharge at the*

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*FSRU Terminal, shall be for Charterer's account and shall be reimbursed to Owner in accordance with Schedule III. Charterer shall also be responsible, and shall reimburse Owner in accordance with Schedule III, for all such reasonable costs incurred, including the necessary time taken, should the interface requirements of or the regulations applicable to the FSRU Terminal be altered.*

*The meaning of "safe Port" is as specified in Appendix 2 to this Amendment No. 4 ."*

"(e) *Notwithstanding anything to the contrary in this Charter, Owner shall not under any circumstances whatsoever be obliged to go to and/or stay at an FSRU Terminal which has not entered into a Port Liability Agreement, acceptable to Owner's P&I Club, with Owner.*"

"(f) *Charterer shall ensure that each LNG Carrier is compatible in all respects with the FRSU and its ship-to-ship transfer system, and Charterer shall pay Owner US\$ \*\*\*\*\* lumpsum fee for each ship-to-ship compatibility study that Owner undertakes in order to vet and check the compatibility of each LNG Carrier with the FSRU and its ship-to-ship transfer system on an LNG Carrier's first visit to the FSRU at the FSRU Terminal or if an LNG Carrier has been modified since the vetting and compatibility study undertaken on such LNG Carrier's first visit to the FSRU at the FSRU Terminal. Furthermore, Charterer shall pay Owner US\$ \*\*\*\*\* lumpsum fee for vetting and ship-to-ship compatibility study undertaken in respect of an LNG Carrier's subsequent visit to the FSRU at the FSRU Terminal, provided that such LNG Carrier has not been modified since its last visit. Charterer shall not be liable for any cost or expense in relation to such vetting and compatibility studies in excess of the relevant lumpsum fee.*"

(f) Clause 14 (a) shall be amended by the addition of the following sub-clause (v):

*"(v) During the Sub Charter Period, Sub-Charterers shall have the right to fly the Project flag on the Vessel."*

(g) Clause 23 ("*Loss of Vessel*") shall be amended by deleting the words "GMT" wherever they occur and replacing them with "Turkish time".

(h) Clause 24 ("*Off-hire*") of the Charter shall be amended to read: "***Not Used***". Any use of the term "off-hire" elsewhere in the Charter and any references in the Charter to Clause 24 thereof shall be disappplied in their entirety when the Vessel is being used in FSRU Mode.

(i) Clause 25 (a) to (g) ("*Dry-docking; Time for Scheduled Maintenance*") of the Charter shall be deleted in their entirety and replaced with the following:

***" 25. Time for Maintenance***

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- (a) *Owner shall be permitted up to \*\*\*\*\* days per every \*\*\*\*\*days, commencing from the first day of the Sub-Charter Period (the “Maintenance Allowance”) to take the FSRU out of service for maintenance, repair, and overhaul, for the performance of surveys, and for drydocking, including all related pre-docking and post-docking procedures and time spent proceeding to or from any port or place of dry-dock and the FSRU Terminal (or such other location as may be mutually agreed by the Parties) (collectively, the “Permitted Maintenance Events”), during which there shall be no reduction in Hire solely for the FSRU’s failure to meet the Performance Guarantees or to deliver any part of the Nominated Daily Rate. Scheduled maintenance shall only be undertaken between \*\*\*\*\* and \*\*\*\*\* (inclusive) in each year of the Sub-Charter Period, and shall be identified in an annual maintenance plan to be provided by Owner to Charterer on a reasonable endeavours basis, based on Charterers operational requirements (which shall be provided by Charterer to Owner no later than \*\*\*\*\* months prior to each year end, but in relation to the calendar year 2016, by the 8th December 2016) and which annual maintenance plan may be changed by Owner’s and Charterer’s mutual agreement .*
- (b) *The Maintenance Allowance shall not be reduced in whole or in part if an event described in Clause 27(b)(vii)(a) to (m) (but not including Clause 27(b)(vii)(g)) occurs during the performance of a Permitted Maintenance Event. Notwithstanding the foregoing, Owner shall use reasonable endeavours to avoid maintenance during such events set out above.*
- (c) *The Maintenance Allowance shall be prorated on a straight line basis during the first and last years of the Sub-Charter Period to the extent that the date of Delivery and the date of Redelivery do not start or end at the end of a calendar year. To the extent that any Maintenance Allowance remains unutilized by Owner by the end of a year, such remaining Maintenance Allowance shall be forfeited and shall not be carried over into the next year.*
- (d) *Owner shall not use more time for maintenance than is necessary and shall notify Charterer if any Maintenance Allowance is taken or will be taken. Owner shall consult with Charterer as far in advance as possible with regard to the timing, the duration and the requirement for any maintenance work.*
- (e) *The FSRU shall be On-Hire during any period of the Maintenance Allowance, and all items to be provided and paid for by Charterer pursuant to Clause 9(a) shall be for Charterer’s account, and Owner’s use of the Maintenance Allowance shall not in any way or to*

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*any extent whatsoever be regarded as a default, non-performance or breach by Owner of any obligation under or any provision of the Charter.*

- (f) *The Parties acknowledge that during a Permitted Maintenance Event the FSRU may not be available, in whole or in part, to provide Regasification or other services. If due to the nature of the Permitted Maintenance Event, the FSRU can continue to provide FSRU services, Owner shall inform Charterer and, upon Charterer's request, shall provide such FSRU services, on a non-guaranteed basis.*
- (g) *Notwithstanding anything to the contrary in this Clause 25, no scheduled dry-docking shall take place in the Sub-Charter Period, provided that the Sub-Charter Period does not extend beyond the date falling \*\*\*\*\* days prior to the Vessels next scheduled dry-dock."*
- (j) Clause 26 ("Ship Inspection") shall be amended by the addition of the words "and Sub-Charterer, as applicable" after the word "Charterer" wherever it occurs.
- (k) Clause 27 ("Performance") of the Charter shall be deleted in its entirety and replaced with the following:
  - "(a)
    - (i) *Owner undertakes and guarantees that at all times during the Sub-Charter Period the Vessel shall be capable of maintaining a maximum average daily boil-off of no more than \*\*\*\*\*% of the Vessel's total cargo capacity. For purposes of establishing whether the Vessel has achieved performance as required under this Clause 27(a), the Parties shall discount periods when the Vessel (i) is discharging regasified LNG and/or loading or discharging LNG and (ii) when due to loading of LNG the saturated vapour pressure is above 170 mbarg.*
    - (ii) *Boil-off calculation: Boil-off shall be measured by subtracting the volume of LNG contained in the Vessel's tanks at gauging at the end of a 24 hour period of no discharging regasified LNG and/or loading or discharging LNG, but where the Vessel is still connected within the FSRU Terminal , from the volume of LNG contained in the Vessel's tanks at gauging at the start of a 24 hour period of no discharging regasified LNG and/or loading or discharging LNG, but where the Vessel is still connected within the port at which the FSRU Terminal is sited. Actual boil-off shall be calculated using the mean value from 5 (five) distinct but consecutive measurements.*
  - (b)

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(i) Owner further undertakes, subject to the provisions of this Clause 27(b) and subject always to a start up period which shall end upon completion of the commissioning procedure which the Parties will use reasonable endeavors to develop and agree no later than one (1) month prior to the start of the Sub-Charter Period ("**Start Up Period**"), that the Regasification Components will, throughout the Term, enable the Vessel's cargo to be regasified and discharged at a maximum regasified LNG discharge rate of \*\*\*\*\* MMScf/day ("**Normal Performance**"), and at a minimum regasified LNG discharge rate of \*\*\*\*\* MMScf/day ("**Lowest Performance**").

(ii) Upon every case that the Vessel's Actual Discharge Rate being higher than the Normal Performance but less than \*\*\*\*\* MMScf/day during regasification of LNG and has been in operation for three (3) periods of at least eight (8) hours without any unplanned shut down so that total testing time accumulates to twenty-four (24) hours, this Actual Discharge Rate shall immediately replace the current Normal Performance and such increase in the Normal Performance shall be formalized by the signing of the Parties of the Discharge Performance Certificate attached as Appendix 3 to Amendment No. 4 to the Charter dated \_\_\_ and made between the Owner and the Charterer ("**Amendment No 4**"). Normal Performance may be re-adjusted up to a maximum of \*\*\*\*\* MMScf/day using this process.

Upon every case that the Vessel's Actual Discharge Rate being lower than the Lowest Performance but more than \*\*\*\*\* MMScf/day during regasification of LNG and has been in operation for three (3) periods of at least eight (8) hours without any unplanned shut down so that total testing time accumulates to twenty-four (24) hours, this Actual Discharge Rate shall immediately replace the current Lowest Performance and such decrease in the Lowest Performance shall be formalized by the signing of the Parties of the Discharge Performance Certificate attached as Appendix 3 to Amendment No. 4. Lowest Performance may be re-adjusted down to a minimum of \*\*\*\*\* MMScf/day using this process.

(iii) Subject always to the provisions of Clause 27(b)(iv) below, Owner shall, subject to applicable terms of the FSRU Gas Nomination Procedures, deliver the Nominated Discharge Rate in accordance with the daily curve agreed with Charterer in accordance with the FSRU Gas Nomination Procedures ("**Send Out Profile**"), subject to such Send-Out Profile for that FSRU Gas Day being agreed no later than twelve (12) hours before the commencement of the relevant FSRU Gas Day. In case the Owner fails to deliver gas in accordance with the Send Out Profile as required pursuant to the applicable terms of the FSRU Gas Nomination Procedures, then the applicable

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*terms of the FSRU Gas Nomination Procedures will apply to such failure (provided always that such terms are fair, reasonable and proportionate to the failure). Owner shall use reasonable endeavors to accommodate any change to the Send Out Profile requested by Charterer, less than twenty nine ((29) hours before the end of the relevant FSRU Gas Day (“**Intraday Nomination**”), but Owner shall not be liable for any failure in this respect.*

*During a FSRU Gas Day, Owner and Charterer agree to a maximum of five (5) different Nominated Discharge Rates in total resulting in no more than 4 start-up/stop per day, being understood that those Nominated Discharge Rates that have been requested intraday will be treated the same way as an Intraday Nomination.*

- (iv) *Whenever Charterer requests a Nominated Discharge Rate above Normal Performance or below Lowest Performance, Owner shall use reasonable endeavors to make such rate available, subject always to the maximum and minimum capacity of the Regasification Components. Notwithstanding the provisions of the immediately following paragraph, if the Vessel is incapable of discharging its cargo at such higher or lower rates, such performance shall not be considered Reduced Performance and Charterer shall not be entitled to pay hire at a rate equal to the Reduced Rate or claim a reduction in hire.*

*If, on any day, commencing from 08.00 A.M. (Turkish local time) on that day and ending at 07.59 A.M. (Turkish local time) on the immediately following day (an “**FSRU Gas Day**”), the Vessel’s actual discharge rate calculated over that FSRU Gas Day as measured in accordance with Clause 27(b)(vi)-(vii) (the “**Actual Discharge Rate**”), is less than the daily nominated discharge rate requested by Charterer in accordance with the FSRU Gas Nomination Procedures for that FSRU Gas Day (the “**Nominated Discharge Rate**”), and such Actual Discharge Rate is lower than Normal Performance (such deficient performance hereinafter being referred to as “**Reduced Performance**”), then a Hire Rate equal to a reduced rate determined by \*\*\*\*\* (the “**Reduced Rate**”) shall be payable for each of such FSRU Gas Day in respect of which an Actual Discharge Rate lower than the Nominated Discharge Rate and the Normal Performance has been determined during the FSRU Discharge Period in question. This Reduced Rate in case of Reduced Performance shall replace in its entirety Paragraph 4 of Schedule III. For the avoidance of doubt, any reduction of hire to which Charterer is entitled under this Clause 27(b)(iv) shall be credited against hire payments in accordance with Clause 12(a) as promptly as possible.*

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(v) *If on any day, commencing from 08.00 A.M. (Turkish local time) on that day and ending at 07.59 A.M. (Turkish local time) on the immediately following day, the Vessel's Actual Discharge Rate calculated over that FSRU Gas Days as measured in accordance with Clause 27(b)(vi)-(vii) is over \*\*\*\*\* percent (\*\*\*\*\*%) above the Nominated Discharge Rate ("**Daily Over Delivery**"), being understood that such Nominated Discharge Rate is lower than Normal Performance and higher than Lowest Performance, then a Hire Rate equal to a reduced rate determined by \*\*\*\*\* shall be payable for each of such FSRU Gas Day in respect of which an Actual Discharge Rate above \*\*\*\*\* percent (\*\*\*\*\*%) than the Nominated Discharge Rate.*

(vi) *If no discharge of regasified LNG is currently ongoing from the Vessel, measurement of the Actual Discharge Rate shall commence when the vaporizers, piping and pressurizing risers are cooled down and the last high pressure pump required to achieve the ordered discharge rate is placed on line and the Vessel starts the discharge of Regasified LNG, and shall terminate when the first high pressure pump is secured near the end of the discharge ("**FSRU Discharge Period**").*

*Prior to the commencement of a FSRU Discharge Period a notification of FSRU Readiness to Discharge Gas (as defined in the FSRU Gas Nomination Procedures) shall be delivered by Charterer to Owner in accordance with the FSRU Gas Nomination Procedures and an FSRU Discharge Period shall start no later than \*\*\*\*\* hours after Owner's receipt of the above notification, unless such time is extended by reasons attributable to Charterer, Sub-Charterer, the FSRU Terminal, governmental or regulatory authorities or Force Majeure (as defined in the FSRU Gas Nomination Procedures).*

*The Actual Discharge Rate shall be the rate of regasified LNG discharged as measured by the Vessel's metering station. When measuring the Actual Discharge Rate against Normal Performance, Lowest Performance or Nominated Discharge Rate a variation of \*\*\*\*\* percent (\*\*\*\*\*%) shall be allowed.*

*Normal Performance or Lowest Performance shall be based upon LNG with a chemical composition pursuant to Appendix 1 of Amendment No. 4.*

(vii) *The performance of the Vessel in relation to the warranty contained in this Clause 27(b) shall be reviewed on the 25<sup>th</sup> day of each calendar month, and the results accumulated and compensation, if any, shall be assessed and paid at the next hire payment due at the*

*beginning of the following calendar month. For purposes of establishing whether the Vessel has achieved performance as required under Clause 27(b) and calculating the Hire Rate, the Parties shall discount any FSRU Gas Day (or in case of (g) below, only the relevant part of the FSRU Gas Day, provided that the volumes required in such part of the FSRU Gas Day in accordance with the Send Out Profile shall be disregarded and the Nominated Discharge Rate for that FSRU Gas Day shall be adjusted accordingly):*

- (a) where the FSRU Terminal is not ready or able to receive the Nominated Discharge Rate specified by Charterer in accordance with the FSRU Gas Nomination Procedures and at the corresponding pressures and temperatures;*
- (b) where Charterer has requested Intraday Nominations as per clause 27 b) (iii);*
- (c) where Charterer has instructed the Vessel to proceed from the FSRU Terminal;*
- (d) where the Vessel is prevented from approaching or remaining and/or operating at the FSRU Terminal by any relevant regulatory or governmental authority by reason other than a failure or default on part of the Vessel or Owner;*
- (e) where the Vessel is required to disconnect and/or to depart from the FSRU Terminal or is prevented from discharging her cargo as regasified LNG by reason of compliance with the applicable requirements and guidelines of the Classification Society, the Vessel's Flag State or any other relevant regulatory authority and/or with such requirements as set out in the FSRU operating manual in relation to the Vessel's safe operation, cargo management and/or filling level restrictions;*
- (f) where there is not a required amount of LNG onboard the Vessel to obtain the Nominated Discharge Rate in accordance with the FSRU Gas Nomination Procedure;*
- (g) where the Owner is using the Maintenance Allowance;*
- (h) where, other than for reasons solely attributable to Owner's negligence, the ship-to-ship transfer system and/or the Downstream Systems are not ready or able to provide or receive the Nominated Discharge Rate specified by Charterer in accordance with the FSRU Gas Nomination Procedures and at the corresponding pressures and temperatures;*

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- (i) *where the Vessel is prevented from discharging by other events within the port or where there is a wider risk to safety or the environment;*
- (j) *where the Nominated Discharge Rate is between \*\*\*\*\* MMscf/day and \*\*\*\*\* MMscf/day and can only be achieved using the low capacity regas pump skid, unless a fourth (4<sup>th</sup>) pump has been delivered on board the Vessel by WOGS before the commencement of operations in Turkey and any subsequent failure of the Vessel to achieve the aforementioned Nominated Discharge Rate is caused by Owner's error or negligence;*
- (k) *where the Nominated Discharge Rate is between \*\*\*\*\* MMscf/day and \*\*\*\*\* MMscf/day, during the first \*\*\*\*\* FSRU Gas Days after completion of the commissioning of the low capacity regas pump skid;*
- (l) *any Nominated Discharge Rate that can only be achieved using the HP compressor and the HP Compressor is not available; or*
- (m) *where the Vessel is required to stop regas operations in order to switch the selected ship-shore link between the Vessel and the LNG Carrier, or between the Vessel and the jetty.*

*If at any time after the completion of the commissioning of the low capacity regas pump skid, a long term failure ( $\geq 2$  months) of the ability to provide between \*\*\*\*\* MMscf/day and \*\*\*\*\* MMscf/day occurs then the Parties will meet to discuss a reasonable solution and adjusted penalty mechanism.*

- (viii) *Notwithstanding the provisions of this Clause 27(b), if at any stage the Actual Discharge Rate achieved by the Vessel is less than Normal Performance due to a defect in the Regasification Components (and such lower discharge rate has not been requested by Charterer in accordance with the FSRU Gas Nomination Procedures), Owner shall, subject to the provisions of Clause 25, be entitled to repair such defect in the Regasification Components and/or the Vessel by the Vessel proceeding to dry-docking in accordance with the provisions of Clause 25(h). Before committing to a dry dock, Owner shall always consult with the Charterer to assess alternative solutions. The Owner shall make its reasonable endeavours to implement solutions in-situ if requested by the Charterer.*

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- (ix) *The Vessel shall be capable of regasifying LNG in a closed-loop heating mode using steam from the Vessel's regas boilers as the primary heating medium at a daily Nominated Discharge Rate with a pressure of \*\*\*\*\* to \*\*\*\*\* barg and a temperature of \*\*\*\*\* to \*\*\*\*\*C at the outlet of the regas skid.*
- (x) *If the average Commercial Availability of the regas system (inclusive of the Annual Maintenance Allowance) measured over a period of twelve (12) consecutive months, or twenty-four (24) nonconsecutive months is below \*\*\*\*\* per cent (\*\*\*\*\*%) at the Guaranteed Nominal Regas Capacity (the "**Minimum Aggregate Availability**"), the Charterer shall have the right to require the Owner to change the Manager pursuant to Clause 3(e) of the Charter".*

(l) Clause 52(c)(iv) and (v) of the Charter shall be amended to read in its entirety: "**Not Used**".

(m) The second sentence of Clause 53 of the Charter shall be amended to read in its entirety:

*"The foregoing notwithstanding, no term of this Charter other than Clauses 68(a) and (b) (as amended by Amendment No. 4) and Clause 68(c), is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a party to it, except that the Mortgagee shall have the benefit of and may enforce the provisions of Clause 14 of Amendment No. 4."*

(n) Clause 68(a) and 68(b) of the Charter shall be deleted and replaced in its entirety with the following:

- "(a) No member of Owner's Group shall be under any liability whatsoever to Charterer, Charterer's Representatives, Sub-Charterer, or their estates ("**Charterer's Group**") for their death or personal injury during the time when they are engaged in the activities contemplated under this Charter unless death or personal injury is caused, in whole or in part, by the gross negligence or willful misconduct of Owner, its employees or its agents ("**Owner's Group**"). Likewise, no member of Owner's Group shall be under any liability to any member of Charterer's Group in respect of damage to, or loss or destruction of, their personal property unless such damage to, or loss or destruction of, personal property is caused by the gross negligence or willful misconduct of any member of Owner's Group.*
- (b) No member of Charterer's Group shall be under any liability whatsoever to any member of Owner's Group for their death or personal injury during the time when they are engaged in the activities contemplated under this Charter unless death or personal injury is caused, in whole or in part, by the gross negligence or willful misconduct of a member of Charterer's Group. Likewise,*

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*no member of Charterer's Group shall be under any liability to any member of Owner's Group in respect of damage to, or loss or destruction of, their personal property unless such damage to, or loss or destruction of, personal property is caused by the gross negligence or willful misconduct of any member of Charterer's Group."*

- (o) Appendix I to Schedule I of the Charter shall be amended to read in its entirety: "**Not Used**". Any references in the Charter to Appendix I to Schedule I thereof, any uses of the term "Primary Terminal" in the Charter shall be deemed deleted in their entirety.
- (p) Schedule X of the Charter ("*Gas Nomination Procedures*") shall be deleted in its entirety and shall be replaced with a new Schedule X ("*FSRU Gas Nomination Procedure*"). The Parties will use their reasonable endeavors to develop and agree said procedures.
- 5.2 All terms and conditions of the Charter, except to the extent modified or changed by this Amendment No. 4 shall remain in full force and effect. However, such terms and conditions shall be interpreted in light of and in such way to give effect to the intention of the Parties set out in Clause 2 above, provided however that, any further amendment or modification to the Charter that may be required during the Sub-Charter Period shall always be agreed in writing between the Parties.
- 5.3 For the avoidance of doubt and with reference to paragraph 1.2(c)(ii) to Schedule III of the Charter, Owner shall not in any circumstances whatsoever be forced or obliged to lay off any of the Vessel's master, officers or crew. However, Owner shall use reasonable endeavours to mitigate the Variable Element cost (*i.e.* manning and crew travel expenses).
- 5.4 For the avoidance of doubt and without prejudice to Clauses 1-4, 5.2, 5.3, 5.4, 5.5, 5.6, 6-15 and 18 of this Amendment No. 4 for any Voyage the Charter shall apply without the amendments and/or additions set out in Clause 5.1 of this Amendment No. 4.
- 5.5 For the avoidance of doubt and without prejudice to Clauses 1-4, 5.2, 5.3, 5.4, 5.5, 5.6, and 7-15 of this Amendment No. 4, upon expiry of the Sub-Charter Period the Charter shall apply without the amendments and/or additions set out in Clauses 5.1, 5.6, 6, 8, 9, 10, 11, 12, 18 and 19 of this Amendment No.4, but without prejudice to any rights, obligations or liabilities that may have accrued prior to the expiry of Sub-Charter.
- 5.6 At any time during the Sub-Charter Period when a Voyage is occurring, each of the Unscheduled Maintenance Allowance specified in Clause 25(d) of the Charter and each of the Off hire Allowance specified in Clause 24(h) of the Charter shall be reduced to an allowance equal to the original Unscheduled Maintenance and Off-hire Allowances, multiplied by the number of days in the then-current year of the Sub-Charter Period during which a Voyage has occurred, divided by \*\*\*\*\* days.

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**6. Voyage**

- 6.1 At any time during the Sub-Charter Period, the Sub-Charterer shall be entitled to use the Vessel in LNG carrier mode (“**LNG Carrier Mode**”) and order the Vessel on a Voyage. Charterer shall inform in writing Owner of Sub-Charterer’s intention to use the Vessel in LNG Carrier Mode and Owner shall as soon as reasonably possible and in all cases within a maximum \*\*\*\*\* days of receipt of said notice, inform the Charterer when at the soonest the Vessel can proceed to said Voyage, being understood that this date shall not be later than \*\*\*\*\* days after receipt of Charterer’s notice.
- 6.2 If Owner is requested by Charterer to prepare the Vessel for a Voyage including but not limited to removal of any fouling, then to the extent not covered by paragraph 1.2 of Schedule III, Charterer shall reimburse Owner for the documented related costs within \*\*\*\*\* days of receipt of Owner’s invoice.
- 6.2 Notwithstanding anything to the contrary in the Charter, during a Voyage Owner shall not be deemed to be in breach of any provisions of the Charter to the extent such breach is caused by or otherwise directly attributable to the use of the Vessel in FSRU Mode.
- 6.3 Unless Owner has been allowed to perform Voyage preparations in order for the Vessel to meet its original performance guarantees of the Charter, Clauses 27(a)(i)-(ii), the part of Clauses 27(c)(i) pertaining to speed and the part of Clause 27(c)(ii) pertaining to fuel oil consumption (not related to excess boil off) shall not apply to any Voyage.

**7. Reinstatement Work to the Vessel**

- 7.1 At the expiry of the Sub-Charter Period, or where Sub-Charterer has exercised its rights in accordance with the Sub Charter to operate the FSRU in LNG Carrier Mode (and Charterer has notified Owner accordingly), then notwithstanding Clause 6.1 above, Owner shall have the right to arrange for the following reinstatement works to be carried out on the Vessel at a shipyard or other place to be agreed to by the Parties (collectively, the **Reinstatement Work**):
- (a) underwater hull and propeller cleaning of the Vessel, subject to Clause 7.3;
- (b) general overhaul of the Vessel’s propulsion systems; and
- (c) to the extent any item of Modification Work or other equipment affixed to the Vessel which was requested by Charterer is unacceptable to Owner with respect to the Vessel operating in LNG Carrier Mode, removing such item of Modification Work or such other equipment and repairing or restoring any part of the Vessel directly related thereto.

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- 7.2 Owners will endeavor for \*\*\*\*\* days but in any event not less than \*\*\*\*\* days before the start of any Reinstatement Work, Owner shall notify Charterer in writing of the anticipated costs for performing such Reinstatement Work (including detailing the scope of the Reinstatement Work involved subject to Clause 7.1, and Charterer shall reimburse Owner for any direct, reasonable and documented costs incurred by Owner for such Reinstatement Work. For the avoidance of doubt, the Vessel shall be on-hire, and the performance warranties set out in Clause 27 of the Charter shall not apply, for the time taken to perform the Reinstatement Work, including for any time spent at, and time spent in transit to and from the relevant shipyard, and such time shall not count against the Drydocking Allowances or the Unscheduled Maintenance Allowances set forth in the original Clause 25(d) of the Charter.
- 7.3 Notwithstanding the Reinstatement Work to be arranged by Owner pursuant to Clauses 7.1 and 7.2 above, Charterer acknowledges that Owner arranged for certain modification work to be carried out in accordance with the provisions of Clause 3 of Amendment No. 2 (the “**Amendment No. 2 Modification Work**”). Consequently, it is agreed that in addition to the Reinstatement Work to be arranged pursuant to Clauses 7.1 and 7.2 of this Amendment No. 4, any reinstatement work that would have been carried out by the Charterer under Clause 7 of Amendment No. 2 (the “**Amendment No. 2 Reinstatement Work**”) at the expiry of the “Sub-Charter Period” (as such term is defined in Amendment No. 2), shall now be at carried out by Charterer no later than at the end of the Term of the Charter, and otherwise in accordance with the provisions of Clause 7 of Amendment No. 2.
- 7.4 Notwithstanding the foregoing provisions of this Clause 7, Owner shall have no responsibility or liability to Charterer in the event that the Vessel fails to comply with any applicable regulation and/or requirement of any Primary Terminal, arising from:
- (a) any item of Modification Work implemented on the Vessel or other equipment affixed to the Vessel which was requested by Charterer to the extent that it is not removed as part of the Reinstatement Work or in accordance with Clause 7.5 below; and
  - (b) Amendment No. 2 Modification Work implemented on the Vessel to the extent that Charterer has not carried out the Amendment No. 2 Reinstatement Work in respect thereof,
- and the Vessel shall not be off-hire in respect of any loss of time (whether by way of an interruption in the Vessel’s service or from a reduction in the Vessel’s performance, or in any other manner) resulting therefrom.
- 7.5 Furthermore, at the expiry of the Charter, Charterer shall have the right to remove any item of Modification Work, provided that Charterer shall repair and restore any part of the Vessel directly related thereto. All costs relating to such removal, repair and restoration work shall be for Charterer’s account, and the Vessel shall be on-hire, and the performance warranties set out in Clause 27 of the Charter shall not apply, for the time taken to perform such work, including for any time spent at, and time spent in

transit to and from the relevant shipyard, and such time shall not count against the Drydocking Allowances or the Unscheduled Maintenance Allowances set forth in the original Clause 25(d) of the Charter.

7.6 If Charterer elects not to remove any item of Modification Work in accordance with Clause 7.5 above, ownership of and title in such Modification Work shall automatically transfer from Charterer to Owner on the expiry of the Charter Period unless the Parties mutually agree otherwise.

## 8. Indemnities

8.1

- (a) Charterer shall indemnify and hold Owner Group harmless from any charges, costs, expenses, claims, liabilities and losses whatsoever (except for charges, costs, expenses, claims, liabilities and losses relating to the tax implications addressed in Clause 8.2 below) which Owner Group may incur as a consequence of the Sub-Charter including any failure on the part of Charterer to obtain any of the licences, permits, certificates, authorisations and/or exemptions (as applicable) that are required to be obtained by Charterer pursuant to the provisions of Clause 4 above, and, for the avoidance of doubt, that exceed charges, costs expenses, claims, liabilities and losses that Owner Group would have otherwise been liable for under the Charter. Furthermore, Charterer shall indemnify and hold Owner Group harmless from any charges, costs, expenses, claims, liabilities and losses whatsoever which Owner Group may incur as a consequence of (i) registering one or more permanent establishments or branches in the Republic of Turkey should it become evident that the registration of one or more permanent establishments or branches is necessary in order for the Owner Group to operate the Vessel in FSRU Mode in Turkey in full compliance with Turkish laws; and (ii) deregistering such permanent establishments or branches should same no longer be required at the expiry of the Sub-Charter Period (or earlier if necessary).
- (b) It is agreed between Owner and Charterer that the Sub-Charter and any other documents to be entered into pursuant to or in connection with the Sub-Charter are not intended to impose upon Owner Group any greater liability than that contemplated by the Charter and further, the indemnity by Charterer in sub-clause 8.1(a) above, subject only to the confirmation, clarification and agreement below, covers all liabilities which would not, under the original Charter, without any Sub-Charter, have been suffered by Owner or any other member of Owner Group.
- (c) It is confirmed, clarified and agreed as follows:
- (i) that sub-clause 8.1(a) above shall not apply to any liability specifically addressed by Clause 68 of the Charter as amended ("**Specified Liabilities**"), which shall subsist and be construed in accordance with their terms regardless of where any Specified Liabilities may be suffered or incurred (including during any use or operation of the Vessel as an FSRU in the Republic of Turkey or in LNG Carrier Mode) and regardless of the nationality of the Party or Parties to whom any Specified Liabilities are incurred (and Specified Liabilities are hereby confirmed to be liabilities which do not fall within the

scope of the words "as a consequence of the Sub-Charter" in sub-clause 8.1(a) above);

- (ii) that Owner's liability for any tortious act (which includes negligence) by Owner or any member of the Owner's Group to any third party shall be treated in the same manner as such tortious act would be treated under the Charter, and the fact that any such tortious act may be committed during operation of the Vessel as an FSRU in the Republic of Turkey or in LNG Carrier Mode shall not change the allocation of liability which would otherwise apply as a consequence of such tort occurring under the Charter; nor shall the geographical location of any tortious act or the nationality of the Party or Parties injured by such tortious act(s) affect in any way the allocation of liability therefor. The fact that a tortious act to any third party is committed by Owner or any other member of the Owner Group while operations are conducted under the Sub-Charter does not affect in any way the culpability and liability of Owner or any member of the Owner Group for such tortious act(s) (and liability for such acts shall be treated as if they had occurred under the Charter); and any resulting loss suffered by Owner or any member of Owner Group shall not be covered by the indemnity in sub-clause 8.1(a) above (i.e., such acts are not contemplated by Owner and Charterer as falling within the scope of the words "as a consequence of the Sub-Charter" in sub-clause 8.1(a) above) save and except that any indemnities or limitations or exclusions of liability available to Owner under the Charter (excluding sub-clause 8.1(a) above) shall apply and shall be available to Owner in respect of any liability arising from use of the Vessel by Sub-Charterer as an FSRU in the Republic of Turkey or in LNG Carrier Mode;
- (iii) that the indemnities in sub-clause 8.1(a) above and in Clause 8.2 below shall extend to and for the benefit of each member of Owner Group and that each member of Owner Group shall have the benefit of and may enforce those provisions notwithstanding Clause 15 of this Amendment No.4

## 8.2

- (a) Irrespective of whether or not the Owner or any applicable member of the Owner Group is in compliance with all relevant laws and regulations applicable to the Vessel's operation in the Republic of Turkey in FSRU Mode, Charterer shall always be liable for and shall indemnify and hold harmless Owner and each other member of Owner Group, on a net, after tax basis, against all Turkish Taxes; it being understood that any tax credit that Owner obtains, or would have obtained if a relevant tax credit claim had been made by Owner or other member of Owner Group, in relation to such Turkish Taxes shall be deducted from Charterer's future indemnification amounts when the creditable amount has been confirmed based on a final tax assessment. If Charterer is entitled to a deduction in future indemnification amounts according to the above, but such deduction cannot be made, Owner shall reimburse Charterer accordingly. For the avoidance of doubt, the provisions of Clause 52 ("*Taxes*") shall apply to taxes other than Turkish Taxes.
- (b) Notwithstanding the provisions of sub-clause 8.2(a) above, Owner and any member of Owner Group shall take reasonable measures to mitigate where reasonably and practically possible its tax exposure related to its presence in the Republic of Turkey

by rotating where reasonably practicable the crew thereby mitigating Owner and any member of Owner Group's liability to pay income tax or social security charges for its crew in the Republic of Turkey. Owner and any member of Owner Group shall use reasonable endeavours to ensure that any ratings employed upon the Vessel shall not remain on the Vessel for more than a total of one hundred and eighty (180) days in any calendar year. The Parties acknowledge that ordinarily the master and officers employed upon the Vessel operate on an "alternating" basis, and that such "alternating" arrangement would require modification in order to meet the 180 day maximum threshold. Notwithstanding the immediately preceding sentence, Owner and any member of Owner Group shall discuss in good faith with Charterer the implications and possible resolutions in order that the 180 day maximum threshold might be met.

"**Owner Group**", for the purposes of this Clause 8 and Clause 9 below means Owner or its successor in application of the provisions of Clause 21 (b) of the Charter, Höegh LNG Holdings Ltd., Höegh LNG Ltd., Höegh LNG AS, Höegh LNG Fleet Management AS, Höegh LNG Maritime Management Pte. Ltd., Mitsui O.S.K Lines, Ltd., Tokyo LNG Tanker Co. Ltd., Höegh LNG Partners L.P and Höegh LNG Partners Operating LLC and such other directly or indirectly wholly owned subsidiary of Höegh LNG Holdings Ltd. that is providing management services to the Owner in relation to the Vessel, and for the purposes of sub-clause 8.2(a) above only, such term includes any employees or other officers of the companies listed above or any master, officers or crew employed upon the Vessel.

**9. Compliance with laws when in FSRU Mode**

- 9.1. Without prejudice to Charterer's obligation under Clause 4 of this Amendment No. 4, Owner shall use reasonable efforts to comply and cause each applicable member of Owner Group to comply with all relevant laws and regulations applicable to the Vessel's operation in the Republic of Turkey in FSRU Mode, including the provision (either directly to government authorities or to Charterer, as applicable) of any documentation required by applicable law and governmental authorities (with a copy to Charterer in the event such documentation is directly sent to government authorities).
- 9.2 The following is agreed in respect of Owner's obligations under Clause 9.1:
- (a) Subject to the provisions of Clauses 9.1 and 9.2:
- (i) Charterer's indemnity shall extend to Owner's costs of compliance, if any, with the law of the Republic of Turkey both current law and any future changes of law; and
  - (ii) Charterer's indemnity shall cover Owner and Owner Group for the consequences of failure to comply with the law of the Republic of Turkey provided that Owner and Owner Group shall have used reasonable efforts to comply with such laws. For the avoidance of doubt, Owner shall have no liability to Charterer for the consequences of failure to comply with the law of the Republic of Turkey provided Owner and Owner Group use reasonable efforts to so comply.

- (b) Charterer shall inform Owner of applicable provisions of the law of the Republic of Turkey which are not available from public sources and of proposed or imminent new laws or amendments to laws that Charterer is aware of and which may be relevant to Owner for purposes of the Project. For the avoidance of doubt, Charterer shall in no event be held liable for not transmitting such information to Owner of which Charterer has no knowledge.
- (c) Charterer shall use reasonable efforts to obtain and remit to Owner information from Sub-Charterer regarding any relevant agreements between Sub-Charterer and any Turkish governmental authorities relating to the Project which may be reasonably likely to affect the Vessel, Owner and/or any member of Owner Group and supply same to Owner for purposes of the Project. For the avoidance of doubt, Charterer shall never be held liable for not transmitting such information that is not known to it or for which is subject to any requirements of confidentiality of Charterer or Charterer's Group.

**10. Compliance with Sanctions when in FSRU Mode**

- 10.1 Owner shall not be obliged to operate the Vessel as an FSRU (including taking on board LNG, regasifying LNG or discharging regasified LNG) in a manner which, in the reasonable judgement of Owner, would be contrary to sanctions laws imposed by the UN Security Council, Norway, the United Kingdom, the European Union, the United States or the government of the Flag State ("**Sanctions Laws**").
- 10.2 If the Vessel is already operating as an FSRU (including taking on board LNG, regasifying LNG or discharging regasified LNG) in a manner to which new Sanctions Laws are applied, Owner shall have the right to refuse to proceed with the operation and to make arrangements for any LNG on board the Vessel to be discharged and redelivered to Charterer. The Vessel to remain on hire during such discharge and Charterer to remain responsible for all additional costs and expenses incurred in connection with such discharge.
- 10.3 Charterer shall indemnify Owner against any and all claims whatsoever brought by parties to whom regasified LNG is to be sold by Charterer and/or by Sub-Charterer against Owner by reason of Owner's compliance with this Clause 10.
- 10.4 In the circumstances where Clause 10.1 or 10.2 applies, either Party shall be entitled to require the Vessel to cease to be operated as an FSRU in accordance with this Amendment No. 4 with immediate effect by giving written notice to the other Party, without liability of either of the Parties. In such event the Vessel shall cease to be operated as an FSRU unless and until such operation resumes in accordance with Clause 10.5 or the Vessel can operate in such a manner that is not contrary to Sanctions Laws. The circumstances giving rise to any cessation of Vessel being operated as an FSRU shall be deemed to be an event falling within Clause 30(a) of the Charter.
- 10.5 Owner and Charterer shall use all reasonable endeavours to apply for and obtain any applicable license or authorisation which will enable the Vessel to operate as an FSRU in accordance with this Amendment No. 4, notwithstanding the circumstances giving rise to the operation of this Clause 10 and upon the obtaining of such license or

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authorisation either Party shall be entitled to require the Vessel to resume operation as an FSRU in accordance with this Amendment No. 4.

- 10.6 Notwithstanding anything in this Clause 10 to the contrary, Owner and Charterer shall not be required to do anything which constitutes a violation of Sanctions Laws or of any other laws and regulations of any country to which either of them is subject.
- 10.7 Charterer shall procure that this Clause 10, or the appropriate parts as applicable, are incorporated into the Sub-Charter, contracts of carriage and Bills of Lading issued pursuant to the Charter with third party rights for the benefit of Owner.

**11. War and civil disturbances when in FSRU Mode**

- 11.1 The Vessel shall not be required to continue to or remain in Turkey nor be used for any service which will cause the Vessel to be within a zone which is dangerous ("**Risk Zone**") as a result of any actual or threatened act of war, hostilities, warlike operations, acts of piracy by any person whatsoever, or by revolution, civil war or civil commotion.
- 11.2 Should the Vessel be in, or approach, or be brought or ordered within any such Risk Zone (even though it may already be in Turkey), or be exposed in any way to those risks, the Parties shall, to the extent reasonably practicable meet to agree to mutually acceptable mitigating actions, failing which within \*\*\*\*\* days either party shall be entitled to require the Vessel to cease to be operated as an FSRU in accordance with this Amendment No. 4 with immediate effect by giving written notice to the other Party, without liability for either of the Parties. The Vessel shall remain on-hire for such period of \*\*\*\*\* days, whereupon the circumstances giving rise to any cessation of Vessel being operated as an FSRU shall be deemed to be an event falling within Clause 30(a) of the Charter.
- 11.3 Notwithstanding anything in this Clause 11 to the contrary, the Master shall at all times have the ultimate responsibility for the safety of the Vessel and/or her crew. The Master shall be entitled to refuse the Vessel's entry into a Risk Zone or remove the Vessel from a Risk Zone if in the Master's opinion there is a material risk to the safety of the Vessel and/or her crew if the Vessel were either to enter into or remain within the Risk Zone.

**12. Exclusion of Consequential Loss**

Notwithstanding anything to the contrary contained in, or implied by, this Amendment No. 4 or any conditions of use, each Party shall each bear its own Consequential Loss and shall be responsible for, and shall protect, defend, indemnify and hold harmless the other Party in respect of any Consequential Loss suffered or sustained by the indemnified party and/or the indemnified party's Group, irrespective of the negligence, breach of duty (statutory or otherwise), breach of contract, breach of warranty, or strict liability of the person to be indemnified. The term "**Consequential Loss**" as used in this Clause 12 shall mean (a) any consequential or indirect loss under English law; and/or (b) loss and/or deferral of production,

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loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), losses or damages under other contracts or loss of opportunity, in each case whether direct or indirect to the extent that these are not included in paragraph (a) above, and whether or not foreseeable and in each case howsoever arising out of or related to the use or operation of the FSRU Terminal or otherwise in connection with the FSRU Terminal and not just limited (by implication or otherwise) to the subject-matter of this Amendment No. 4. The term "**Group**" as used in this Clause 12 shall mean the parent companies, subsidiaries, affiliates, employees, agents and sub-contractors (of any tier) of a Party.

**13. Costs and Expenses**

- 13.1 Charterer shall compensate Owner for all time spent and all reasonable, direct and documented costs and expenses incurred by Owner in connection with or related to (i) the Sub-Charterer, the Project and/or the Sub-Charter, and/or (ii) the negotiation, preparation and completion of this Amendment No. 4 and any other documents related to the Sub-Charter, including but not limited to reasonable travel expenses and legal costs, provided however that such costs have been approved in advance and in writing by Charterer.
- 13.2 The following costs are deemed to be approved in advance and in writing by Charterer as per the date of this Amendment No. 4:
- (a) Any legal costs incurred or which may incur, for the Owner's account under the Facility Agreement between the Owner and Owner's Financiers in connection with or related to the negotiation, preparation and completion of this Amendment No. 4 and any other documents related to the Sub-Charter; and
- (b) Up to USD \*\*\*\*\* for Owner's external legal cost in connection with or related to the negotiation, preparation and completion of this Amendment No. 4 and any other documents related to the Sub-Charter, documented by copies of the relevant invoices.

Charterer shall compensate Owner for Owner's reasonable, direct and documented costs and expenses incurred by Owner in connection with or related to (i) Sub-Charterer, the Project and/or Sub-Charter and /or (ii) the negotiation, preparation and completion of this Amendment No. 4 and any other documents related to the Sub-Charter, provided these costs are not already included as operating costs or in the management fee paid for by Charterer to Owner under the Charter.

**14. Confirmation**

- 14.1 The Charterer hereby represents, warrants and confirms that the Sub-Charter includes provisions:
- (a) expressly acknowledging the existence of the mortgage over the Vessel executed by the Owner in favour of the Mortgagee as Security Trustee for a syndicate of lenders and registered at the Norwegian International Ship Register;

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- (b) expressly acknowledging that Sub-Charterer rights under the Sub-Charter are subject and subordinate to the Owner's rights under the Charter (with effect that, without limitation, Sub-Charterer shall not assert any claim against the Owner or the Vessel by reason of any breach by the Charterer of the Sub-Charter); and
  - (c) agreement that Sub-Charterer shall not assert any claim against the Owner for wrongful interference with Sub-Charterer's rights (or any similar or equivalent claim) in respect of any actions taken by the Owner in compliance with the Charter.
- 14.2 The Charterer confirms, for the avoidance of doubt, that Clause 29(b) of the Charter covers any lien on the Vessel or claim against the Owner asserted by Sub-Charterer arising out of or in connection with the Sub-Charter, or in breach of the provisions of the Sub-Charter referred to in Clause 14.1 and the Charterer shall indemnify the Owner against the consequences of (i) any such lien or claim and (ii) any breach by the Charterer of Clause 14.1.

**15. Third Party Rights**

No one who is not a party to this Amendment No. 4 shall have any rights under it by reason of the Contracts (Rights of Third Parties) Act 1999, except that the Mortgagee shall have the benefit of and may enforce the provisions of Clause 14 above.

**16. Law and arbitration**

The provisions of Clause 53 of the Charter ("*Law and Arbitration*") shall apply to this Amendment No. 4, as if set out in full in this Amendment No. 4.

**17. Effective date**

17.1 This Amendment No. 4 shall be fully effective on the later of:

- (a) the date it is executed by both Parties; and
- (b) the date the Mortgagee's consent is given, as required by the terms of the Owner's financing documents (and the Owner shall promptly confirm to the Charterer on such consent being given by the Mortgagee).

17.2 Notwithstanding Clause 17.1, Clause 13 of this Amendment No. 4 shall be fully effective starting on the date that this Amendment No. 4 is executed by both Parties, and includes for the avoidance of doubt all costs and expenses generated in relation to the Project prior to the date of this Amendment No. 4.

**18. Conditions to operations in FSRU Mode**

18.1 Notwithstanding any provision contained in this Amendment No. 4 to the contrary (but subject to this Amendment No. 4 becoming fully effective in accordance with the provisions of Clause 17.1), Owner shall not be obliged to operate the Vessel in FSRU Mode within the Republic of Turkey as contemplated by the terms of this Amendment No. 4, unless and until Owner has confirmed to Charterer in writing that it is satisfied that:

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- (a) Charterer has obtained all licences, permits, certificates, authorisations and/or exemptions (as applicable) in accordance with Clause 4 of this Amendment No. 4; and
- (b) Owner and each member of Owner Group (if and to the extent applicable) can operate the Vessel in accordance with this Amendment No. 4 in compliance with all relevant laws and regulations relating to it and the Vessel's operation in the Republic of Turkey in FSRU Mode, or Owner and each member of Owner Group (if and to the extent applicable) are exempted from complying with such laws and regulations.
- 18.2 Prior to Owner confirming to Charterer in writing that it is satisfied, acting reasonably, that the conditions described in sub-Clauses 18.1(a) and (b) have been met, the provisions of Clause 5.1 of this Amendment No. 4 shall not apply (but not Clause 5.1(c) (to the extent that it amends Clause 3(a) of the Charter by the addition of sub-clauses (vii) and (viii)), Clause 5.1(d), Clause 5.1(m) and Clause 5.1(n) which shall apply on the date that this Amendment No. 4 becomes fully effective in accordance with Clause 17.1 above), and neither Party shall have any rights, obligations or liabilities under such provisions to the other.

**19. Miscellaneous**

19.1 Adverse Weather Conditions

- (a) All operational limits set out in this Clause 19 shall be subject to the results of a maneuvering study to be undertaken and accepted by the port authority at the FSRU Terminal, the Charterer and the Owner to ascertain the safe operating conditions. In any event, during all maneuvering operations suitable capacity tugs shall be required.
- (b) Weather conditions outside the below operating window for the different operating modes shall be considered as "Adverse Weather Conditions".
- (c) "Abnormal Weather Conditions" are weather conditions which are above the values provided in the following table:

Condition	Wind		Waves			Current	
	Vel. (kn)	Dir (°)	Hs(m)	Dir (°)	Tz 's)	Vel. (kn)	Dir (°)
1	73	0	0,5	0	3	1	270
2	72	30	0,9	30	3	1	90
3	70	60	0,7	60	3,5	1	90
4	75	90	1,1	90	3,75	1	90
5.a	70	120	2,75	105	5,5	1	90
5.b	80	120	1,5	105	5,5	1	90
6	81	150	1,45	120	5,5	1	90

Execution Version

7	83	180	0,75	120	5,5	1	90
8	84	210	0,75	120	5,5	1	90
9	85	240	0,5	300	4,75	1	270
10	87	270	0,8	300	5	1	270
11	89	300	0,8	300	4,25	1	270
12	89	330	1,15	330	3,75	1	270

19.2 Schedule X: FSRU Gas nomination Procedures to be detailed at a later stage

19.3 Accuracy of Measuring Equipment

For purposes of this Charter, the accuracy of the measuring instrumentation and devices shall be:

Cargo tank instrumentation.

Pressure:

approx. +/- 1%

Temperature:

approx. +/- 0.2 deg C between the range of – 165 deg C to – 145 deg C

approx. +/- 0.3 deg C between the range of – 145 deg C to – 120 deg C

approx. +/- 1.5 deg C between the range of – 120 deg C to + 80 deg C

Nitrogen flow meter:

approx. +/- 1.35%, based on the orifice type

19.4 Acceptance Test Procedure

A specific set of performance tests will be carried out during commissioning. A document setting out the test procedures in respect of such performance tests shall be developed by Owner and submitted to Charterer for approval no later than \_\_\_\_\_ days prior to the Vessel's arrival at the FSRU Terminal.

**IN WITNESS WHEREOF** the Parties have executed this Amendment No. 4 in triplicate as of the date above first written.

**For and on behalf of Charterer:**

/s/ Gilles Billet

**Name:** Gilles Billet

**Title:** Managing Director

**Witness**

/s/ Martine Truyen

Truyen, Martine

**For and on behalf of Owner:**

/s/ Karen Algaard

**Name:** Karen Algaard

**Title:** Commercial Manager

**Witness**

/s/ Cathinka K. Rognsvag

Cathinka K. Rognsvag

Attorney-at-law

Oslo

Drammensveien 134

P.O. Box 4 Skøyen

Norway

**For and on behalf of Owner:**

**Witness**

**Name:**

**Title:**

## Schedule 1

GAS FORM C

## 1.1 PREAMBLE

**Ship's name** NEPTUNE  
**Owner** SRV Joint Gas Ltd.  
**Flag - Registry** NIS  
**Builder** Samsung Heavy Industries Co., Ltd, Korea  
**Delivery** 30 November 2009  
**Class** ⓧDet Norske Veritas, + A1Tanker for Liquefied gas, ship type 2G (Membrane tank, Maximum pressure 25 kPa, Minimum temperature – 163degC), NAUTICUS (Newbuilding) PLUS-2, CSA-2, COAT-2, CLEAN E0, F-AMC, ICS, TMON, STL, BIS, NAUT-AW

## GRT/NRT

**International** 96153  
**Suez** 98,727.21

## Is vessel approved?

**USCG** Yes  
**IMO** Yes

## 1.2 HULL

		<u>Meters</u>	<u>Feet</u>
<b>LOA</b>		283.0611	928,54
<b>LBP</b>		270.04	885.83
<b>Breadth</b>		43.40	142.39
<b>Depth</b>		26.00	85.30
<b>Keel to highest point</b>		55.3	181.4
<b>Air draught (folded mast)</b>		40.4	132.5
<b>Assumed ballast draught</b>		9.6	31.5
<b>Summer Load Line</b>	12.4 m		
<b>TPC at design draft 11.4 m</b>		<b>Corresponding deadweight</b>	<b>80,986</b>
		100.3 mt/cm	

**Mean draft with full bunkers and full cargo**

**Specific Gravity**  
0.47 mt/m<sup>3</sup>

**Mean draft**  
11.64 m

**Corresponding DW**  
73,143 mt

Communication equipment

<b>International call sign</b>	<b>LADV7</b>
<b>Radio station</b>	<b>257356000</b>
<b>Satcom B</b>	<b>764876384</b>
	<b>764876385</b>
	<b>764876386</b>
<b>- Telephone/telex</b>	<b>+441224347218 (IP)</b>
	<b>+ 47 94508198 (Cell)</b>
<b>- Telefax</b>	<b>764876387</b>
<b>Satcom C Telex</b>	<b>425735610 / 425735611</b>

**1.3 MACHINERY**

**Main Engine**

<b>Type</b>	<b>Wartsila: 12V50DF x 3 units</b>
	<b>Wartsila: 6L50DF x 1 unit</b>
<b>Max Cont.</b>	<b>3 x 11,400 kW + 1 x 5,700 kW</b>
<b>Grade fuel used</b>	<b>Marine diesel oil (ISO 8217:1996, DMB) ,</b>
	<b>Boil-off gas</b>
	<b>Heavy Fuel Oil (Low Sulphur &lt;1.5% m/m)</b>

**Other machinery**

<b>Propeller</b>	<b>1 Fixed Pitch,</b>
<b>Bow Thrusters</b>	<b>2,000 kW x 2 units</b>
	<b>6.6 kV, Controllable Pitch, 4-bladed, Ni-Al-Bronze</b>
<b>Stern Thrusters</b>	<b>1,200 kW x 2 units</b>
	<b>6.6 kV, Controllable Pitch, 4-bladed, Ni-Al-Bronze</b>

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**Speed/Consumption (propulsion power only)**

**Guaranteed speed (Round trip, Beaufort Force 5)** **19.5 knots**  
**Average consumption on guaranteed speed** \*\*\*\*\* tons MDO/day (main engine)  
 \*\*\*\*\* tons HFO/day (main engine)

**Permanent bunkers capacity**

**HFO** **4,311,3 m3** **MDO/MGO** **1,398,6 m3**  
**TOTAL** **5,719 m3**

**1.4 CARGO INSTALLATION**

**Transportable products and respective quantities \*)**

Tank No.	20 °C	-163 °C	-163 °C	-163 °C	-163 °C	-163 °C	-163 °C
	100% M <sup>3</sup>	98.5 % M <sup>3</sup>	98.5% MT S.G. 0.47	70%H M <sup>3</sup>	70%H m	10% H M <sup>3</sup>	10%H m
1	19,375	19,084	8,969	13,192	19.275	1,488	2.754
2	41,882	41,254	19,389	31,222	19.268	3,944	2.753
3	41,883	41,255	19,390	31,221	19.265	3,944	2.752
4	41,897	41,269	19,396	31,234	19.270	3,946	2.753
<b>Total</b>	<b>145,037</b>	<b>142,862</b>	<b>67,145</b>	<b>106,869</b>		<b>13,322</b>	

**(Please Note that Heights and Volume for 10 % and 70% of Tank Height were calculated from Cargo Tank Gauging Tables) ( off 100% range of the tank )**

\*) Approx. figures per 1 July 2009 based on a cargo specific gravity of 470 kg/m<sup>3</sup>

The cargo tank system is GTT Mark III, reinforced to all cargo tank area except tank bottom in accordance with GTT document N500 CR009.

Scantlings of the cargo tanks are based on a maximum density of cargo of 500 kg/m<sup>3</sup>.

**Tank working pressure**

Execution Version

<b>Maximum pressure</b>	<b>25 kPa gauge</b>
<b>Minimum pressure</b>	<b>-1 kPa gauge</b>
<b>Minimum temperature acceptable in tanks</b>	<b>-163°C</b>

**Acceptable cargo filling levels**

<b>Lower criteria</b>	<b>Below 10% of cargo tank height</b>
<b>Upper criteria</b>	<b>Above 70% of cargo tank height</b>

<b>Loading &amp; discharging time for LNG</b>	<b>12 hours, excluding time for connecting, disconnecting, cooling down, topping up and custody transfer measurement</b>
---	--

**1.5 CARGO MACHINERY**

<b>Cargo pumps</b>	<b>1,700 m<sup>3</sup>/h @155 mlc x 8 units</b>
<b>Cargo pump location</b>	<b>2 in each cargo tank</b>
<b>Max permissible specific gravity</b>	<b>500 kg/m</b>
<b>Time for discharging full cargo using all cargo pumps against no backpressure</b>	<b>12 hours, excluding time for connecting, disconnecting, cooling down, topping up and custody transfer measurement</b>
<b>Unpumpable cargo volume</b>	<b>491 m<sup>3</sup></b>
<b>Heel LNG for cooling down</b>	<b>500 m<sup>3</sup></b>
<b>Fuel LNG for ballast voyage</b>	<b>3,300 m<sup>3</sup></b>
<b>Cargo remaining onboard in cargo tanks after completion pumping</b>	<b>3,841 m<sup>3</sup></b>
<b>Spray pumps</b>	<b>50m<sup>3</sup>/h @145 mlc x 4 units</b>
<b>Fuel Gas Pumps</b>	<b>40m<sup>3</sup>/h@215mlc x 2 units</b> <b>Located in tank No. 3 and 4</b>
<b>Emergency cargo pump/ LNG Feed Pump</b>	<b>650m<sup>3</sup>/h @155 mlc x 3 units</b> <b>Located in tank No. 2, 3 and 4</b>

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<b>High duty cargo compressor</b>	<b>32,000 m<sup>3</sup>/h x 2 units</b>
<b>Low duty cargo compressor</b>	<b>4,350 m<sup>3</sup>/h x 2 units</b>
<b>Nitrogen plant</b>	<b>120 Nm<sup>3</sup> x 2 units</b>
<b>Inert gas plant</b>	<b>14,000 Nm<sup>3</sup>/h x 1 unit</b>

**Composition of inert gas**

<b>Carbon dioxide, CO2</b>	<b>Max 14% by volume</b>
<b>Oxygen max., O2</b>	<b>1.0% by volume</b>
<b>Carbon monoxide max. ; CO</b>	<b>100 ppm</b>
<b>HC</b>	<b>0%</b>
<b>Soot</b>	<b>Bacharach 0</b>
<b>Sulphur oxides max., Sox</b>	<b>10 ppm</b>
<b>Nitrogen oxides max. ; NOx</b>	<b>100 ppm</b>
<b>Remainder</b>	<b>N2, H2, Air</b>
<b>Dewpoint</b>	<b>-45°C at atm.</b>
<b>Grade fuel used</b>	<b>DMA: ISO 8217</b>
<b>Discharge pressure</b>	<b>Max. 25 kPaG</b>

**State if any shore supply of liquid nitrogen may be required** **NO**  
May be required for purging of tanks and insulation spaces  
**What quantity?**

**Gas freeing**

**Can this operation be carried out at sea?** **Yes**

**Heaters**

<b>Cargo Vapor Heater (warm-up)</b>	<b>16,939 kg/h x 2 units (-117°C to 0°C)</b>
<b>Cargo Vapor Heater (boil-off)</b>	<b>4,621 kg/h x 2 units (-140°C to 45°C)</b>

**Guaranteed boil-off rates**

<b>Laden condition</b>	<b>*****% / 24h</b>
<b>Ballast condition</b>	<b>0.10% / 24h</b>

## Fuel Gas Vaporizers

LNG vaporizer	23,970 kg/h x 1 unit
Forcing vaporizer	5,800 kg/h x 1 unit

## 1.6 MEASURING APPARATUS

	Type and location	Number
Primary level gauge system	Radar sensor, top of each tank	4
Secondary level gauge system	Radar sensor	4
Cargo temperature	Temperature Sensor; Vapor space at liquid dome + Liquid space (0,10,50,95%) on tank bottom and pump column	40 2 x 5 in each tank
Absolute pressure transmitter	Vapor dome of each tank	4

## 1.7 CARGO LINES

Is vessel fitted with midship manifolds	Yes, 2
Distance from cargo manifold to stem (FP)	132 m
Distance from manifold to stern (AP)	138 m
Height cargo manifold above deck	4.8 m
Height manifold above working platform	1.4 m
Height cargo manifold above waterline in ballast	21.2 m
Height cargo manifold above waterline in loaded condition	19.4 m
Distance cargo manifold from ship's rail	3.15 m
Distance between cargo loading and vapor return connections	3.0 m
Distance from aft (P/S) HP manifold to Stem (FP)	120m
Distance from fwd (P/S) HP manifold to stem (FP)	101.5m
Distance from aft HP manifold (P/S) to stern (AP)	150m
Distance from fwd HP manifold (P/S) to stern	168.5m
Height aft HP manifold (P/S) above deck	4.9m

Height fwd H/P manifold (P/S) above deck	4.9m
Height aft HP manifold (P/S) above working platform	1.5m
Height fwd HP manifold (P/S) above working platform	1.5m
Height aft HP manifold (P/S) above waterline in ballast	Assumed Draft: 9.6m 21.3m
Height fwd HP manifold (P/S) above waterline in ballast	Assumed Draft: 9.6m 21.3m
Height aft HP manifold (P/S) above waterline in loaded condition	Assumed Draft: 11.4m 19.5m
Height fwd HP manifold (P/S) above waterline in loaded condition	Assumed Draft: 11.4m 19.5m
Distance aft HP manifold (P/S) from ship's rail	3.5m
Distance fwd HP manifold (P/S) from ship's rail	3.5m
Distance between aft HP manifold (P/S) to V/L	12m
Distance between fwd HP manifold (P/S) to V/L	30.5m
Is vessel fitted with stern discharge	No
Is vessel fitted with fore discharge	No

Dimension of lines

	Diameter	Flange size
Liquid	400 mm	16"
Vapour Line	400 mm	16"
CNG HP Discharge Line	400mm	16"

What reducers onboard

Number	Diameter	Pressure rating
3	16"/12"	10 kg/cm <sup>2</sup>

**Gas outlet condition:**

Volume	250 mmscuf/day x 3 units
Pressure	105 bar
Temperature	10 °C
Capacity	210,000 kg/hr x 3 units

LNG booster pump number	6 units
LNG booster pump discharge pressure	120 bar
LNG booster pump suction pressure	5 bar
LNG booster pump temperature	-160°C

**Minimum send out (MSO) compressor:**

Send-out capacity	Burckhardt Compression, Type 5LP250-4A_1 5,398 kg/h* 7,127 Nm3/h*
Turndown capacity	100% - 50% -0% (in distinct steps)
Supply pressure	102 bara*
Driver rating	2,000 kW

\*MSO compressor data based on the following typical gas and inlet conditions:

Gas molecular weight: 16.9 kg/kmol  
Suction temperature: -100°C  
Suction pressure: 1.11 bara

**1.8 LNG REGASIFICATION SYSTEM**

**Liquid inlet conditions:**

Pressure	5 bara
Temperature	-160°C (256°F)
Liquid volume flow	479.8 m <sup>3</sup> /h x 3 units
Composition (mass %)	Typical Trinidad composition as given in Appendix I to Schedule 1, para 11 (c)

Execution Version

**Steam pressure from boilers (saturated)**

**28 kg/cm<sup>2</sup>**

**LNG/brine Shell & Tube Heat exchanger  
Steam/brine PCHE**

**3 units**

**3 units**

**Separate steam and condensate section each unit**

**Brine circulation pump**

**680 m<sup>3</sup>/h x 6 units**

Execution Version

**1.9 GAS METERING SYSTEM**

Ultrasonic Gas Metering System

Ultrasonic gas flow meters x 2 units

Pressure transmitters x 2 units

Temperature transmitters x 2 units

Gas Analyzer System

Sample probe x 2 unit

Gas chromatographs x 2 units

Supplementary Gas Chromatograph x 1 unit

Analyzer cabinet x 1 unit

Metering Control System

Metering cabinet x 1 unit

Flow computers x 2 units

Supplementary flow computers x 2 units

**1.10 BALLAST SYSTEM**

Pumps

Particular

No.

Three (3)

Type

Vertical single stage, centrifugal

Prime mover

Electric motor

Discharge rate

2,500 m<sup>3</sup>/h

Total head

30 mwc (S.G.: 1.025)

**1.12 LIFTING DEVICE**

Location	Aft	Amidships	fwd
	<b>STB and Port</b>	<b>Manifold area Stb and Port</b>	<b>Regas and STL area</b>
<b>Number and lifting capacity</b>	<b>1 x 15 mt SWL (STB) 1 x 5 mt SWL (Port)</b>	<b>Stb 12 mt SWL Port 6 mt SWL</b>	<b>1 x 10 mt SWL (Hs &lt; 0.5m) 1 x 8 mt SWL (Hs &lt; 1.0m)</b>
<b>Max. distance from ship's side of lifting hook</b>	<b>5 m</b>	<b>Stb 5 m Port 14,575 m</b>	<b>6 m</b>

APPENDIX 1<sup>1</sup>

## LNG COMPOSITION

[The range of LNG compositions considered for Normal Performance is indicated in the following table. This range of LNG compositions covers a large range of LNG qualities (excluded: Libya & Heaviest Algeria).

Typical LNG compositions shown here below and referred to them as design case, Lean LNG and Rich LNG:

	Design Case (Rich Rich Peru)	Lean LNG (Trinidad)	Rich LNG (Algeria)
	Mol %	Mol %	Mol %
Nitrogen	0.5	0.01	0.01
Methane	88.51	96.7	84.19
Ethane	10.64	2.80	11.0
Propane	0.32	0.4	3.15
i-Butane	0.01	0.03	0.6
n-Butane	0.01	0.03	0.8
Pentane	0.01	0	0.25

PHYSICAL PROPERTIES		Design Case	Lean LNG	Rich LNG
		(Rich Rich Peru)	(Trinidad)	(Algeria)
Molecular Weight	Kg/kmole	17.7	16.59	19.2
Boiling Temperature	°C	-160.8	-161.2	-159.8
Density at standard conditions	kg/Sm <sup>3</sup>	0.749	0.702	0.817
Density (LNG)	Kg/m <sup>3</sup>	456	434.2	479.5
High Heating Value HHV (Volume)	MJ/Sm <sup>3</sup>	40.3	38.47	43.75
High Heating Value HHV (Mass)	MJ/kg	54.0	54.9	53.85
Wobbe index	MJ/Sm <sup>3</sup>	52.2	51.32	54.2

<sup>1</sup> ENGIE note: subject to sub-charterer's input.

## Execution Version

Some of these compositions (including the design case) do not respect the High heating value and/or the wobble index and/or the nitrogen content of the pipeline specification and it is expected that in some operating modes (by running the HP compressors, due to ageing, the gas will be outside the gas pipeline specification requirements (Decreto N° 78/999 del 13/04/1999). Owner takes no liability or responsibility for the discharge gas quality].

## APPENDIX 2

### Port Safety Requirements

The Charterer warrants that the Vessel will operate in a Designated Port which is a safe Port, meaning a Port which through adherence to international standards and best practice, and under the required operating conditions set out in this Agreement has the facilities, operations and procedures to ensure the safety of the Vessel, its crew and the Port environment whilst at the berth, or maneuvering within the Designated Port limit and its contiguous zone/traffic scheme (existing channel).

Charterer will operate under the requirements imposed by any governmental authority, which requirements must:

- regulate and control the entry of vessels into Ports, and their stay, movements or operations in and departures from Ports;
- regulate and control pollution and the protection of the environment within the Port limits;
- exercise licensing and controlling functions in respect of Port services and Port facilities; and
- exercise the licensing of the erection and operation of off-shore cargo-handling facilities and services relating thereto.

By [XXXX] a Port operations manual must be developed by Charterer. As soon as is reasonably practical following Owner's receipt of the Port operations manual from Charterer, such manual will be verified by Owner.

The Port operations manual must include at a minimum:

- a description of the Port;
- a description of authorisation of different parties;
- a description of operations, including emergency contract structure (e.g. emergency contact list),
- a description of communication procedures;
- environmental operating restrictions;
- emergency response procedures including emergency departure;
- pollution control procedures; and
- appendices covering drawings, regulations and standard forms.

The Port must provide a safe means of transferring all of the Vessel's waste and oil products to ensure that the Vessel can comply with the International Prevention of Pollution from Ships 1973/78 (MARPOL 73/78) regulations and all subsequent amendment whilst in Port.

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The Port must comply with the relevant sections of the 2004 International Ship and Port Facility Security Code (ISPS) as amended from time to time.

The Port must be provided with suitable Fi-Fi 1 rated standby vessels available on continual service at all times whilst the Vessel is at one of the berths. This standby vessel must be capable of towing the Vessel at 3 knots and in Beaufort Force 5 conditions.

The company operating the standby vessel must have experience in LNG operations, fire fighting response, and oil pollution response. It must also comply with all applicable and necessary design, procedural and operational regulations.

An exclusion zone to all vessels and non-authorised Port vessels must be in operation around the Vessel when operating as an FSRU. Various levels of response and control by the Charterer must be agreed for ships coming within other specified distances of the Vessel at the Port. These distances must be developed based upon the risk of incident and the ability of the Charterer/the passing ship to respond to control actions.

Any pilotage duties must be conducted by suitably qualified harbour pilots who have suitably conducted full mission simulator training of LNG carrier movements and operations in the Designated Port. Charterer will co-operate with Owner to ensure that the form of pilot training is appropriate for the Vessel.

Charterer is to monitor expected weather conditions at the site for \*\*\*\*\* days ahead, and inform the Owner and Vessel master of such conditions. In the event that expected weather conditions may result in the Vessel being required to disconnect from the berth, then the Charterer shall cooperate with the Owner to ensure that filling limits inside the Vessels tanks are within the safe fill level specified in Schedule 1.

At all times the Vessel master has the right to take the Vessel to sea at his or her sole discretion if the master at any time considers that remaining at berth is or will become unsafe and the Vessel master will give notice thereof to Charterer as soon as reasonably practicable. During this period the Vessel will remain on hire and will not be considered as non-performing or under-performing for purposes of paragraph 12 of Schedule 1 to Schedule I, or any other provision of this Agreement.

---

**APPENDIX 3**

**Discharge Performance Certificate**

[date]

**Discharge Performance Certificate**

Reference is made to Clause 27 (*Performance*) (b) (ii) of the Time Charterparty dated 20 March 2007 (as amended) (the “**Charter**”) and made between SRV Joint Gas Ltd. as owner (the “**Owner**”) and GDF SUEZ LNG Supply SA as charterer (the “**Charterer**”).

Terms defined in the Charter shall have the same meaning when used in this certificate unless given a different meaning herein.

On [date] the Actual Discharge Rate was [reduced] [increased] from [ ] MMScf/day to [ ] MMScf/day during regasification of LNG and has been in operation for three (3) periods of at least eight (8) hours. As of [date] such [reduced] [increased] Actual Discharge Rate, being [ ] MMScf/day, shall be the [Lowest Performance] [Normal Performance].

For and on behalf of Owner

For and on behalf of Charterer

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

---

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Dated 1 November 2014

**HØEGH LNG FSRU IV LTD.**  
(as Owner)

and

**SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**  
(as Lessee)

---

**INTERNATIONAL LEASING AGREEMENT**

in respect of

**an LNG floating storage and regasification vessel under construction at the Builder's yard with Builder's hull No. 2551**

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**THIS INTERNATIONAL LEASING AGREEMENT** is dated 1 November 2014 and is made between:

- (1) **HÖEGH LNG FSRU IV LTD.**, a company incorporated and existing under the laws of the Cayman Islands with its registered office at Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands as lessor of the Vessel under this Agreement (hereinafter referred to as "**Owner**"); and
- (2) **SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P.**, a company organised and existing under the laws of Colombia having its registered office at Calle 66 No. 67-123, Barranquilla, Colombia as lessee of the Vessel under this Agreement (hereinafter referred to as "**Lessee**").

#### **RECITALS**

**WHEREAS:-**

- (A) Lessee intends to facilitate the importation of LNG into Colombia through an LNG import terminal located at the FSRU Site which would require storage and regasification through a floating storage and regasification unit capable of discharging regasified LNG (the "**Project**").
- (B) Owner will be the registered owner of the Vessel, when delivered by the Builder under the Shipbuilding Contract.
- (C) The Vessel is a capital good (*bien de capital*) pursuant to article 1° of Decree 2394 of 2002, whose tariff classification is 89.05.90.00.00.
- (D) Owner wishes to let the Vessel to Lessee under and in accordance with this International Leasing Agreement, which constitutes an international leasing of an LNG floating storage and regasification vessel for the purposes of Colombian law.

#### **INTERNATIONAL LEASING AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, Owner agrees to let and Lessee agrees to hire the Vessel in accordance with the terms and conditions hereinafter set forth:

#### **1. DEFINITIONS, HEADINGS AND INTERPRETATION**

##### 1.1 Definitions

In this International Leasing Agreement (hereafter referred to as this "**Agreement**") and the Schedules, save where the context otherwise requires, the following words and expressions shall have the meanings respectively ascribed to them in this Clause:

"**Accrued Hire**" has the meaning ascribed in Clause 4.7(d);

"**Accrued Hire Settlement Amount**" has the meaning ascribed in Clause 20.5(a)(v);

"**Additional Party**" has the meaning ascribed in Clause 30.5(a)(i);

"**Adverse Metocean Conditions**" means metocean conditions occurring at the FSRU Site which fall outside the determined safe conditions for the Vessel to carry out the required activity, the parameters of which are to be agreed between the Parties based on the outcome of Second Order Dynamic Mooring Analyses during detailed engineering design and which will differ depending on the particular activity being undertaken;

"**Affected Party**" has the meaning ascribed in Clause 19.1;

"**Affiliate**" means, with respect to any Party, a Person that controls, is controlled by, or is under common control with, such Party. For the purposes of this definition, the term "control" means the beneficial ownership of fifty per cent (50%) or more of the voting shares of a company or other entity, as applicable, or of the equivalent rights to determine the decisions of such a company or other entity;

"**Alternative Term Option**" has the meaning ascribed in Clause 3.4;

"**Annual Maintenance Allowance**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Approved Mortgage**" means an Encumbrance on:

- (a) the Vessel;
- (b) the Vessel's earnings and/or insurances;
- (c) Owner's rights under this Agreement or the Shipbuilding Contract; and
- (d) Contractor's rights under the FSRU Operation and Services Agreement (provided that such Encumbrance is held by the same Approved Mortgagee as (a), (b) and/or (c) above),

that is or will be entered into in favor of the Approved Mortgagee for itself and/or for the benefit of one or more other financiers to Owner as security for the financing of the Vessel, provided that the Approved Mortgagee has executed and provided to Lessee the Approved Mortgagee's Direct Agreement;

"**Approved Mortgagee**" means the holder of an Approved Mortgage from time to time, provided that such holder is either:

- (a) an international bank or other financial institution; or
- (b) a controlled affiliate of an international bank or other financial institution,

there being a maximum of one Approved Mortgagee at any time;

"**Approved Mortgagee's Direct Agreement**" means a direct agreement of quiet enjoyment to be entered into by the Approved Mortgagee and Lessee, substantially in the form set out in Schedule 8;

"**Banking Day**" means any day on which banks are open for business in Bogotá (Colombia), Oslo (Norway), London (England) and New York (United States of America);

"**Boil-Off**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Builder**" means Hyundai Heavy Industries Co., Ltd., as builder, under the Shipbuilding Contract;

"**Certificate of Acceptance**" has the meaning ascribed in Clause 4.6(c);

"**Change in Law**" means the occurrence of any of the following after the date of execution of this Agreement:

- (a) the enactment of any new Law (but excluding any such new Law enacted but not yet put into force at the date of execution of this Agreement), or the imposition of authorizations not required as at the date of execution of this Agreement;
- (b) the modification or repeal of any existing Law;
- (c) the commencement of any 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 Law;

"**Classification Society**" means an internationally recognized classification society that is a member of the International Association of Classification Societies and that has previous experience of LNG shipping;

"**Colombian Foreign Exchange Market Intermediary**" has the meaning ascribed in External Resolution 8 of 5 May 2000 issued by the Colombian Central Bank (*Banco de la República*);

"**Common Disputes**" has the meaning ascribed in Clause 30.4(a);

"**Common Tribunal**" has the meaning ascribed in Clause 30.4(a);

"**Completion Tests**" means the Pre-Commissioning Tests and the Start-Up and Performance Tests;

"**Compulsory Insurances**" has the meaning ascribed in Clause 22.5;

"**Conditions Precedent**" has the meaning ascribed in Clause 2.1;

"**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 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;

"**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, howsoever caused (including by the default or negligence of a Party or breach of any duty owed at Law by a Party) and whether or not foreseeable at the date of this Agreement, including such 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 of use of or damage to 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 down-stream Gas sales agreement, LNG sale and purchase agreement, Shuttle Tanker charters and tug charters), including any non-delivery, under-delivery or off-specification delivery;

**"Consolidation Order"** has the meaning ascribed in Clause 30.4(b);

**"Contractor"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"CP Satisfaction Date"** has the meaning ascribed in Clause 2.3(a);

**"Customer"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Customer's Topside Facilities"** means all infrastructure necessary at the FSRU Site for the delivery of regasified LNG from the Vessel at the Point of Interconnection with the pipeline on the Jetty to the onshore Gas pipeline distribution infrastructure, all as more fully described in Schedule 11;

**"Daily Accrued Hire Reimbursement"** has the meaning ascribed in Clause 11.1(f);

**"Daily Fee"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Daily Hard Arms Reimbursement"** has the meaning ascribed in Clause 11.1(d)(i);

**"Daily MSO Reimbursement"** has the meaning ascribed in Clause 11.1(d)(ii);

**"Daily Pre-VAD LOC Reimbursement"** has the meaning ascribed in Clause 11.1(g);

**"Daily Reimbursement Amounts"** means any one or more of the following (as the context requires):

- (a) the Daily Hard Arms Reimbursement;
- (b) the Daily MSO Reimbursement;
- (c) the Daily Standby Rate Reimbursement;
- (d) the Daily Accrued Hire Reimbursement; and

(e) the Daily Pre-VAD LOC Reimbursement;

"**Daily Standby Rate Reimbursement**" has the meaning ascribed in Clause 11.1(e);

"**Damages**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Debit Note**" has the meaning ascribed in Clause 12.2(a);

"**Debit Note Due Date**" has the meaning ascribed in Clause 12.3(b);

"**Deemed Rate**" has the meaning ascribed in Clause 4.7(d);

"**Default Rate**" has the meaning ascribed in Clause 12.6(a);

"**Delay Notice**" has the meaning ascribed in Clause 4.5(b);

"**Delivery**" means the actual tender of the Vessel by Owner to Lessee at the Place of Delivery in accordance with Clause 4.5;

"**Delivery Date**" has the meaning ascribed in Clause 4.5(e);

"**Delivery Due Date**" has the meaning ascribed in Clause 4.5(a);

"**Dispute**" has the meaning ascribed in Clause 30.3(a);

"**Dollars**" or "**USD**" means the lawful currency of the United States of America;

"**Encumbrance**" means 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;

"**Environmental Permit**" means the environmental licence for the Project issued by Autoridad Nacional de Licencias Ambientales (ANLA) of Colombia;

"**EPC Contract**" means the EPC contract between Lessee and the EPC Contractor dated on or about the date of this Agreement;

"**EPC Contractor**" means Sacyr Industrial S.L.U. and/or one or more of its affiliates as contractor under the EPC Contract;

"**Escrow Agreement**" means an escrow agreement which may be entered into between the Escrow Bank, Owner and Lessee which will set out the terms and conditions which are applicable to the Lessee Cash Security, in a form which is acceptable to Owner, acting reasonably and which will give Owner substantially equivalent rights to make a claim on the Lessee Cash Security as Owner would have under a standby letter of credit;

"**Escrow Bank**" means the financial institution which holds the Lessee Cash Security in accordance with the terms of the Escrow Agreement;

"**Event of Contractor's Default**" means one or more of the events listed in clause 22.1(a) of the FSRU Operation and Services Agreement;

"**Event of Customer's Default**" means one or more of the events listed in clause 22.2(a) of the FSRU Operation and Services Agreement;

"**Event of Force Majeure**" has the meaning ascribed in Clause 19.1;

"**Expert**" has the meaning ascribed in Clause 30.2(a);

"**Expert Criteria**" means an expert who:

- (a) is independent;
- (b) has relevant LNG industry experience and relevant experience of the issue which is the subject of the Technical Dispute; and
- (c) unless otherwise agreed, is a member of at least one of the Society of Petroleum Engineers, the Chartered Institute of Arbitrators, the Academy of Experts or the London Maritime Arbitrators Association, or another internationally recognized body of experts;

"**First Early Termination Date**" means the date falling ten (10) years from the Vessel Acceptance Date minus:

- (a) the aggregate number of days on which Lessee pays the Standby Rate (if any); and
- (b) the aggregate number of days on which Lessee pays the Deemed Rate (if any);

"**Flag State**" means the Marshall Islands;

"**Free Liquid Assets**" means, at any date of determination under this Agreement, the aggregate value of the Höegh Performance Guarantor Group's:

- (a) cash in hand; deposits in banks and financial institutions (including any amounts credited to the accounts of the Höegh Performance Guarantor Group); and
- (b) debt securities which are publicly traded on a major stock exchange or investment market (valued as at any applicable date of determination) and rated at least "A" by Standard and Poor's Rating Services;

"**FSRU Operation and Services Agreement**" means that certain separate and independent agreement of even date herewith for the rendering of FSRU Services to the Vessel made between Contractor and Customer;

"**FSRU Services**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**FSRU Site**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Gas**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Governmental Authority**" means:

- (a) any national, regional, municipal, local or other government authority, including any subdivision, agency, board, department, commission or authority thereof, of Colombia;
- (b) any maritime and other applicable authorities of the country of the Registry;
- (c) any maritime and other applicable authorities at the FSRU Site;
- (d) the IMO; and
- (e) any other governmental, maritime, port, terminal or other applicable authority having jurisdiction over the Vessel or as the case may require, Owner, Lessee, Contractor or Customer or any Affiliates or agents thereof;

**"Gross Negligence/Wilful Misconduct"** means:

- (a) any act or omission (whether sole, joint or concurrent) by the relevant Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such Party knew, or should have known, such act or failure would have on the safety or property of another Party; or
- (b) any act or omission (whether sole joint or concurrent) by the relevant Party which was a deliberate and intentional breach of such Party's obligations under this Agreement.

In the context of this definition, the act, omission or knowledge of a Party shall mean the act, omission or knowledge of one or more of the Senior Management of such Party;

**"Guaranteed Regas Rate"** has the meaning ascribed in Clause 4.7(c);

**"Hard Arms Optional Change"** means the optional change set out in row 1 of the table in Schedule 2;

**"Hard Arms Optional Change Amount"** means the amount specified in column 2, row 1 of the table in Schedule 2;

**"Hard Arms Optional Change Settlement Amount"** has the meaning ascribed in Clause 20.5(a)(ii);

**"Hire"** has the meaning ascribed in Clause 11.1(a);

**"Hire Invoice"** has the meaning ascribed in Clause 12.1;

**"Hire Invoice Due Date"** has the meaning ascribed in Clause 12.3(a);

**"Höegh LNG Group"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Höegh Performance Guarantee"** means that certain guarantee agreement pursuant to which Höegh Performance Guarantor guarantees the performance and payment obligations of Owner under this Agreement and of Contractor under the FSRU Operation and Services Agreement, substantially in the form set forth in Schedule 6;

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

**"Høegh Performance Guarantor"** means:

- (a) Høegh LNG Holdings Ltd, a corporation organised and existing under the laws of Bermuda; and
- (b) following the release of the Høegh Performance Guarantee issued by Høegh LNG Holdings Ltd pursuant to Clause 12.12(c), Høegh LNG Partners LP, a limited partnership organised and existing under the laws of the Marshall Islands;

**"Høegh Performance Guarantor Group"** means the Høegh Performance Guarantor and its Affiliates;

**"HPG Credit Tests"** means:

- (a) in the case of Høegh LNG Holdings Ltd, Free Liquid Assets equal to or exceeding \*\*\*\*\* Dollars (USD \*\*\*\*\*); and
- (b) in the case of Høegh LNG Partners LP, Free Liquid Assets equal to or exceeding the higher of: (i) \*\*\*\*\* Dollars (USD \*\*\*\*\*); and (ii) the product of \*\*\*\*\* Dollars (USD \*\*\*\*\*) and the number of vessels owned or leased by Høegh LNG Partners LP;

**"ICC"** means the International Chamber of Commerce's International Centre for Expertise;

**"ILA Excusable Event"** means:

- (a) any delay in the importation of the Vessel;
- (b) any matter or event related or attributable to the Jetty or the Customer's Topside Facilities, or the pipeline or any facilities downstream of the Jetty and the Customer's Topside Facilities;
- (c) any breach of any obligations or undertakings by Lessee under this Agreement including any failure by Lessee to fully comply with its obligations under Clause 7 but excluding any failure by Lessee to provide additional LNG required to re-perform any Start-Up and Performance Tests pursuant to Clause 4.12(b) and/or Clause 7(g), provided that Lessee uses reasonable endeavours to provide such LNG and that such re-performance of the Start-Up and Performance Tests is not for reasons attributable to Lessee;
- (d) any other acts or omissions of Lessee or of Lessee's Affiliates, contractors, servants and subcontractors or any owner or operator of Shuttle Tankers; or
- (e) if the FSRU Site or the downstream facilities are closed or any part thereof is prohibited from operating by applicable Law or the decision of any Governmental Authority,

in each case to the extent the same (i) prevents Owner from performing any of its obligations under this Agreement, (ii) is not in whole or in part attributable to or has not in whole or in part been caused by Owner, Contractor or Owner's or Contractor's Affiliates, contractors, servants and subcontractors and (iii) does not qualify as an Event of Force Majeure;

"**IMO**" means the International Maritime Organization;

"**Initial Term**" means the period starting on the Vessel Acceptance Date and ending on the date falling twenty (20) years from the Vessel Acceptance Date minus:

- (a) the aggregate number of days on which Lessee pays the Standby Rate (if any); and
- (b) the aggregate number of days on which Lessee pays the Deemed Rate (if any);

"**Issuing Party**" has the meaning ascribed in Clause 12.5;

"**Jetty**" means that certain jetty owned and operated by Lessee located in Cartagena, Colombia, and as more fully described in Schedule 11;

"**Law**" means any 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, authorization, direction, requirement, decision or agreement of, with or by any Governmental Authority;

"**LCIA Rules**" has the meaning ascribed in Clause 30.3(a);

"**Lessee Cash Security**" means an amount in cash credited or deposited in an account established on the books and records of the Escrow Bank by the Lessee, to which Owner shall have access in accordance with the terms of the Escrow Agreement;

"**Lessee Delay Event**" has the meaning ascribed to it in Clause 4.7(d);

"**Lessee Indemnified Party**" means Lessee, Customer and all Lessee's and Customer's Affiliates, contractors, servants and subcontractors, and any such Person's directors, officers, employees, agents, representatives, accountants, consultants, attorneys and advisors;

"**Lessee LOC**" means an irrevocable standby letter of credit substantially in the form set out in Schedule 12, issued by a bank or other financial institution which meets the Minimum Credit Requirements;

"**Lessee Performance Security**" means:

- (a) Lessee Cash Security; and/or
- (b) a Lessee LOC;

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

"**Lessee Performance Security Value**" means \*\*\*\*\* Dollars (USD \*\*\*\*\*);

"**Lessee Trust Fund**" has the meaning ascribed in Clause 12.13;

"**LIBOR**" means the rate per annum for three (3) months deposit in USD which appears on the Reuters screen "LIBOR01 Page" (or such other page as may replace that page for the purpose of displaying London interbank offered rates for USD deposits) at or about 11 a.m. (London time) on the relevant day;

"**LNG**" means Gas liquefied by cooling and which is in a liquid state at or near atmospheric pressure;

"**LNG Heel**" means LNG retained in the cargo tanks of the Vessel;

"**LNG Price**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Marine Loading Arms**" has the meaning ascribed in the FSRU Operation and Services Agreement;

"**Minimum Credit Requirements**" means a long term debt rating of at least "A-" by Standard and Poor's Rating Services or "A3" by Moody's Investor Services, Inc. (or if either such agency changes its rating system, the equivalent successor rating applied by such agency at the time in question);

"**MMscf**" means one million Standard Cubic Feet (1,000,000 scf);

"**MSO Optional Change**" means the optional change set out in row 2 of the table in Schedule 2;

"**MSO Optional Change Amount**" means the amount specified in column 2, row 2 of the table in Schedule 2;

"**MSO Optional Change Settlement Amount**" has the meaning ascribed in Clause 20.5(a)(iii);

"**Non-Compliant Party**" has the meaning ascribed in Clause 33.2(b);

"**Novation Deed**" means a deed of novation substantially in the form set out in Schedule 7;

"**Off-Hire**" has the meaning ascribed in Clause 13.1(a);

"**Off-Hire Extensions**" has the meaning ascribed in Clause 3.2;

"**OPTIMOOR**" means the software package manufactured by Tension Technology International Ltd for first order dynamic analysis of mooring forces;

**"Owner Indemnified Party"** means Owner, Contractor and all Owner's and Contractor's Affiliates, contractors, servants and subcontractors, and any such Person's directors, officers, employees, agents, representatives, accountants, consultants, attorneys and advisors;

**"P&I"** means protection and indemnity insurance;

**"Partial Hire Rate"** has the meaning ascribed in Clause 11.2(a);

**"Parties"** means, collectively, Owner and Lessee; and a **"Party"** means either of them;

**"Performance Warranties"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Permitted Encumbrance"** means:

- (a) any Approved Mortgage; and
- (b) any Permitted Liens;

**"Permitted Liens"** means:

- (a) any lien on the Vessel for master's, officers' or crew's wages;
- (b) any lien for salvage;
- (c) any ship repairer's or outfitter's possessory lien;
- (d) liens arising in the ordinary course of trading, by operation of statute or by operation of law; or
- (e) liens securing liabilities for Taxes,

provided that in each case (i) the relevant obligations are not overdue or are being contested in good faith by appropriate proceedings and in respect of which adequate reserves have been provided and (ii) such lien does not involve the likelihood, in Lessee's reasonable opinion, of a sale, forfeiture or loss of, or of any interest in, the Vessel;

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

**"Place of Delivery"** has the meaning ascribed in Clause 4.5(a);

**"Point of Interconnection"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Port Charges"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Port Concession"** means the port concession agreement relating to the Project to be entered into between Lessee and Agencia Nacional de Infraestructura of Colombia;

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

"**Pre-Commissioning Tests**" means the sea trials and gas trials and any other tests and activities required to achieve mechanical completion and readiness for commissioning;

"**Pre-Delivery Cargo Option**" has the meaning ascribed in Clause 4.1;

"**Pre-Delivery Voyage Time**" has the meaning ascribed in Clause 4.1(b);

"**Pre-VAD Lessee LOC**" means an irrevocable standby letter of credit substantially in the form set out in Schedule 12, issued by a bank or financial institution which meets the Minimum Credit Requirements;

"**Pre-VAD Lessee LOC Value**" means \*\*\*\*\* Dollars (USD \*\*\*\*\*);

"**Pre-VAD Lessee LOC Costs**" has the meaning ascribed in Clause 12.10(d);

"**Pre-VAD Lessee LOC Settlement Amount**" has the meaning ascribed in Clause 20.5(a)(vi);

"**Project**" has the meaning ascribed in Recital (A);

"**Prolonged Off-Hire**" has the meaning ascribed in Clause 13.4;

"**Proposed Expert**" has the meaning ascribed in Clause 30.2(g)(iii);

"**Purchase Option**" has the meaning ascribed in Clause 5.1;

"**Purchase Option Price**" means the amount specified in Clause 5.4;

"**Rate**" has the meaning ascribed in Clause 11.1(b);

"**Redelivery**" means the redelivery of the Vessel by Lessee to Owner pursuant to Clauses 4.8 or 4.9;

"**Regas Tests**" means the regasification tests to be agreed between the Parties which shall include the tests set out at Paragraph (b) of Schedule 4 (and any other tests agreed between the Parties) carried out as part of the Start-Up and Performance Tests to test the Vessel's actual discharge capacity of regasified LNG, the successful completion of which must enable the Vessel to meet the Performance Warranties in respect of the discharge of regasified LNG;

"**Regas Trains**" means the equipment connected in a parallel-process flow system where LNG is heated and thereby converted into Gas;

"**Regasification Equipment**" means all machinery and equipment on board the Vessel relating to the capability of the Vessel to regasify LNG and discharge regasified LNG, including, but not limited to, vaporizers, pumps and metering units;

"**Registry**" means the maritime registry of the Flag State;

**"Related Dispute"** means either:

- (a) a Technical Dispute which has one or more common issues of fact or law to another contemplated, ongoing or determined Technical Dispute either under this Agreement or the FSRU Operation and Services Agreement; or
- (b) a disputed issue of fact under a TUA and/or the EPC Contract, which is (i) of a technical nature; and (ii) also the subject of a contemplated, ongoing or determined Technical Dispute under this Agreement and/or the FSRU Operation and Services Agreement;

**"Restricted Party"** means a person:

- (a) that is listed on any Sanctions List (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 which is subject to country-wide Sanctions Laws;
- (c) that is directly or indirectly owned or controlled by a person referred to in (a) and/or (b) above; or
- (d) with which the Approved Mortgagee is prohibited from dealing or otherwise engaging in a transaction with by any Sanctions Laws;

**"Sanctions Authority"** means the Norwegian State, the Republic of Colombia, the United Nations, the European Union, the member states of the European Union, the United States of America and any authority enacting or enforcing Sanctions Laws on behalf of any of the foregoing entities;

**"Sanctions Laws"** means the economic or financial sanctions laws and/or regulations trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority;

**"Sanctions List"** means any list of persons or entities published in connection with Sanctions Laws by or on behalf of any Sanctions Authority;

**"Sanctions Warranty Notice"** has the meaning ascribed in Clause 33.2(b)(i);

**"Second Early Termination Date"** means the date falling fifteen (15) years from the Vessel Acceptance Date minus:

- (a) the aggregate number of days on which Lessee pays the Standby Rate (if any); and
- (b) the aggregate number of days on which Lessee pays the Deemed Rate (if any);

**"Second Order Dynamic Mooring Analyses"** means those studies conducted to determine the safe operating envelopes of the Vessel and the Shuttle Tankers conducted in accordance with OCIMF guidelines;

**"Senior Management"** means:

- (a) in relation to Owner, any corporate officer or director of Owner or an Affiliate of Owner; and
- (b) in relation to Lessee, any corporate officer or director of Lessee or an Affiliate of Lessee;

**"Service Excusable Event"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Service Failure"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Shipbuilding Contract"** means a shipbuilding contract dated 8 October 2012 and made between the Builder and Höegh LNG Ltd. for the construction and delivery of the Vessel pursuant to the terms and conditions set out therein, as novated from time to time;

**"Shuttle Tanker"** has the meaning ascribed in the FSRU Operation and Services Agreement;

**"Standby Hire"** has the meaning ascribed in Clause 4.5(c);

**"Standby Hire Settlement Amount"** has the meaning ascribed in Clause 20.5(a)(iv);

**"Standby Rate"** has the meaning ascribed in Clause 4.5(c);

**"Standard Cubic Feet"** or **"scf"** means the quantity of gas which, when saturated with water vapor at a temperature of sixty degrees Fahrenheit (60° F) and an absolute pressure of 14.73 pounds per square inch, occupies 1 cubic foot;

**"Start-Up and Performance Tests"** means the commissioning procedures and FSRU performance tests, including the Regas Tests, in accordance with the program to be agreed in accordance with Schedule 4;

**"Taxes"** means any national, municipal or any other tax, sales and use, income or withholding tax or charge imposed by any Governmental Authority or by municipal or local tax authority, its interest and penalties related thereto or to the nonpayment thereof, and any loss or tax liability incurred in connection with the determination, settlement or litigation of any liability arising therefrom;

**"Technical Dispute"** means a dispute in relation to the parameters which constitute Adverse Metocean Conditions, a dispute in relation to the tests to be agreed in Schedule 4, or a dispute of a technical nature in relation to clauses 4.6, 4.11 and 6, or any dispute of a technical nature relating to the performance or operation of the Vessel (or measurement thereof), or any other dispute of a technical nature as may be agreed between the Parties, or a Technical Dispute under the FSRU Operation and Services Agreement;

**"Term"** means, collectively, the Initial Term and any Off-Hire Extensions (if applicable);

"**Terminal Users**" means the Thermal Generators and any other user of the terminal and "**Terminal User**" shall mean any one of them;

"**Thermal Generators**" means Termobarranquilla S.A. ESP, Termocandelaria S.C.A ESP and Zona Franca Celsia S.A. ESP (or any successors to or assigns of such entities under a TUA), and "**Thermal Generator**" shall mean any one of them;

"**Third Party**" means a party other than Owner, Lessee, Contractor or Customer, or each of their Affiliates and the personnel and servants of each of the foregoing, but which shall not include the Builder;

"**TUA**" means a terminal use agreement (*Contrato de Prestación de Servicios de Regasificación*) between Lessee and a Thermal Generator dated on or about the date of this Agreement or any other terminal use agreement between Lessee and any other Terminal User;

"**Vessel**" means the one hundred and seventy thousand (170,000) cbm floating storage and regasification unit for LNG more particularly described in Schedule 1, with Builder's hull No. 2551;

"**Vessel Acceptance Date**" has the meaning ascribed in Clause 4.6(c);

"**Vessel Specifications**" means the description of the Vessel set out in Schedule 1, as such description may be amended pursuant to any Lessee request made in accordance with Clause 4.3(b);

"**Vessel Starting Point**" has the meaning ascribed in Clause 4.1(b);

"**Voyage Expenses**" means all incremental expenses unique to the Pre-Delivery Cargo Option, including any incremental bunker fuel expenses (subject to Owner's compliance with the fuel consumption figures provided in Schedule 1, to the extent applicable), port fees at the loading port, cargo loading expenses, canal tolls, agency fees and commissions, excluding any operating expenses specific to the Vessel;

"**Window 1**" has the meaning ascribed in Clause 4.5(b)(i);

"**Window 2**" has the meaning ascribed in Clause 4.5(b)(ii); and

"**Window 3**" has the meaning ascribed in Clause 4.5(b)(iii).

## 1.2 Headings and Interpretation

Unless the context requires otherwise:

- (a) a Party to this Agreement or any other agreement ancillary thereto shall be deemed to include its permitted successors and assigns;
- (b) words denoting the singular shall include the plural and vice versa and any reference to the neuter gender shall include a reference to the masculine and feminine genders;

- (c) the words "**written**" and "**in writing**" include facsimile, printing, engraving, lithography, photography or other means of visible reproduction;
- (d) 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;
- (e) references to Recitals, Clauses, Paragraphs and Schedules are to be construed as references to recitals, clauses, paragraphs and schedules of this Agreement;
- (f) the Schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Recitals and the Schedules;
- (g) an "**order**" includes any judgment, injunction, decree, determination, declaration or award of any court or arbitral or administrative tribunal;
- (h) 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;
- (i) a reference to a "**day**" shall be construed as reference to a calendar day;
- (j) a reference to the calendar shall be construed as a reference to the Gregorian calendar;
- (k) a "**month**" means a period commencing on a day in a calendar month and ending on the day before the corresponding day in the next calendar month or, if there is none, ending on the last day of the next calendar month;
- (l) the expression "**this Agreement**" shall mean this International Leasing Agreement as amended, supplemented or modified from time to time with the agreement of Owner and Lessee at any relevant time and any reference to any other document or agreement is a reference to that other document or agreement as amended, supplemented or novated from time to time; and
- (m) the headings of the Clauses in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

## 2. EFFECTIVENESS AND CONDITIONS PRECEDENT

### 2.1 Conditions Precedent

The rights and obligations of the Parties under this Agreement (other than those set out in Clause 2.2) shall be conditional upon satisfaction of the following conditions precedent:

- (a) Lessee having obtained the Environmental Permit; and
- (b) the Port Concession having been executed,

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(together the "**Conditions Precedent**").

## 2.2 Clauses Effective on Execution

The rights and obligations of the Parties under Clauses 2, 3.4, 4.3, 4.4, 4.5(b), 14, 17, 18, 20.3, 20.4, 20.5(c), 20.5(d), 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 of this Agreement shall be effective on and from the date of execution of this Agreement.

## 2.3 Satisfaction of Conditions Precedent and Termination

- (a) Lessee shall use reasonable endeavours to ensure that the Conditions Precedent are satisfied as soon as reasonably practicable, and in any event on or prior to 1 June 2015 (or such later date as the Parties may agree in writing) (the "**CP Satisfaction Date**").
- (b) If the Conditions Precedent are not satisfied on or prior to the CP Satisfaction Date and Lessee has decided that it will no longer proceed with the Project, Lessee shall have the right to terminate this Agreement in accordance with Clause 20.3.
- (c) If Lessee has not terminated this Agreement pursuant to Clause 2.3(b) and the Conditions Precedent are not satisfied on or prior to 1 October 2015 (or such later date as the Parties may agree in writing), either Party shall have the right to terminate this Agreement in accordance with Clause 20.3.
- (d) Lessee shall provide Owner with monthly updates (on the last day of each month, starting on 30 November 2014) as to the progress being made to satisfy the Conditions Precedent and shall notify Owner as soon as practicable after satisfaction of any of the Conditions Precedent.

## 3. CHARTER PERIOD

### 3.1 Initial Term

Subject to the terms and conditions hereof, Owner agrees to let and Lessee agrees to hire the Vessel on demise for the Initial Term.

### 3.2 Off-Hire Extensions

Any time during which the Vessel is Off-Hire under this Agreement may be added to the Initial Term, at Lessee's option, up to the total amount of time spent Off-Hire ("**Off-Hire Extensions**"). Lessee shall exercise this option no later than \*\*\*\*\* months before the date on which this Agreement would otherwise terminate. Any periods of Off-Hire which occur after the time and date on which Lessee has declared its option may be added to the Initial Term, provided that Lessee has declared that such periods will be so added within \*\*\*\*\* months of the end of the relevant Off-Hire period and in any event prior to the end of the Term. During any Off-Hire Extensions, this

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Agreement shall be subject to the same terms and conditions as in effect for the Initial Term, including, without limitation, the same Rate specified in Clause 11.1(b).

### 3.3 Early Termination Option

- (a) Each Party shall have the option to terminate this Agreement with effect from the First Early Termination Date by giving the other Party written notice of its intention to do so by no later than \*\*\*\*\* months prior to the First Early Termination Date.
- (b) Each Party shall have the option to terminate this Agreement with effect from the Second Early Termination Date by giving the other Party written notice of its intention to do so by no later than \*\*\*\*\* months prior to the Second Early Termination Date.
- (c) Notwithstanding the foregoing, in the event that Lessee notifies Owner within not less than \*\*\*\*\* months prior to the First Early Termination Date, that it waives its right to exercise the option to terminate this Agreement with effect from the First Early Termination Date pursuant to Clause 3.3(a), Owner shall also lose its right to exercise the option to terminate this Agreement with effect from the First Early Termination Date pursuant to Clause 3.3(a).
- (d) Exercise of either early termination option under this Clause 3.3 shall not nullify the Purchase Option. If either early termination option under this Clause 3.3 is exercised, Lessee shall maintain its right to exercise the Purchase Option on the terms set out in Clause 5.

### 3.4 Alternative Term Option

Notwithstanding the foregoing, Lessee shall have the option, to be exercised by written notice from Lessee at any time after the date of this Agreement but on or before 1 June 2015, to change the First Early Termination Date to the date falling \*\*\*\*\* years commencing from the Vessel Acceptance Date (minus (a) the aggregate number of days on which Lessee pays the Full Standby Rate (as defined in Schedule 9) (if any); and (b) the aggregate number of days on which Lessee pays the Deemed Rate (if any)), subject to the adjustments to the terms and conditions of this Agreement set out in Schedule 9 hereto (the "**Alternative Term Option**"). In such case, the Second Early Termination Date shall also be changed to the date falling \*\*\*\*\* years after the First Early Termination Date. If Lessee exercises the Alternative Term Option, the amendments set out in Schedule 9, shall be applied automatically to this Agreement, without further action or agreement by or between the Parties. If Lessee does not exercise the Alternative Term Option on or before 1 June 2015, the Alternative Term Option shall automatically expire and cease to be exercisable by Lessee. If either the Hard Arms Optional Change and/or the MSO Optional Change has been exercised by Lessee prior to exercise of the Alternative Term Option, then unless otherwise agreed between the Parties, the Hard Arms Optional Change and/or the MSO Optional Change (as applicable) shall be cancelled upon exercise by Lessee of the Alternative Term

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Option and the cancellation fee shall become payable by Lessee in the amount(s) provided under Schedule 2.

#### 4. DELIVERY AND REDELIVERY

##### 4.1 Pre-Delivery Voyage

- (a) Lessee shall be entitled to require that the Vessel loads, carries and delivers a cargo of LNG to Lessee on the Delivery Date (the "**Pre-Delivery Cargo Option**"), provided that:
  - (i) Lessee shall exercise the Pre-Delivery Cargo Option at the latest \*\*\*\*\* months prior to the Delivery Due Date; and
  - (ii) Owner shall not be required to load a cargo of LNG from any loading point in respect of which, having used reasonable endeavours, it has been unable to obtain all necessary approvals.
- (b) If Lessee has exercised the Pre-Delivery Cargo Option, Owner shall notify Lessee in writing as early as reasonably possible of the location from which the Vessel would commence its voyage to the loading point directed by Lessee (the "**Vessel Starting Point**"). On this basis, Owner shall provide Lessee with an estimated price range for the Pre-Delivery Cargo Option, based on: (i) Owner's good faith estimate of the additional number of days (or part thereof) required for the Vessel to travel from Vessel Starting Point, via the loading point directed by Lessee, to the Place of Delivery (including time at the loading point), as compared to the time required for the Vessel to travel from the Vessel Starting Point directly to the Place of Delivery (such additional number of days being the "**Pre-Delivery Voyage Time**"), multiplied by the Rate; plus (ii) the Pre-Delivery Voyage Time multiplied by the Daily Fee; plus (iii) Voyage Expenses. Such estimated price range shall be subject to change only as necessary to reflect additional Pre-Delivery Voyage Time (not attributable to Owner, Contractor or Owner's or Contractor's Affiliates, contractors, servants and subcontractors) and applicable Voyage Expenses. Lessee shall have \*\*\*\*\* days from the date of receipt of such notice from Owner to elect whether to proceed with the Pre-Delivery Cargo Option or to cancel the Pre-Delivery Cargo Option.
- (c) Lessee may at any time prior to notification by Owner of the Vessel Starting Point under Clause 4.1(b) request a fixed lump sum price for the Pre-Delivery Cargo Option from Owner. If so requested by Lessee, Owner shall notify Lessee of such fixed lump sum price within \*\*\*\*\* days following receipt of Lessee's request. Lessee shall have \*\*\*\*\* days from the date of receipt of such notice from Owner to elect whether to proceed with the Pre-Delivery Cargo Option on the basis of the lump sum price, to cancel the Pre-Delivery Cargo Option altogether, or to maintain the Pre-Delivery Cargo Option on the basis of Clause 4.1(b) above.

- (d) If Lessee elects to cancel the Pre-Delivery Cargo Option under Clause 4.1(b) or 4.1(c), Owner shall not be required to deliver the Vessel with a cargo of LNG on the Delivery Date and Lessee shall not be obliged to pay Owner any amounts under this Clause 4.1.

#### 4.2 Documentation

The Vessel shall be properly documented on Delivery in accordance with the laws of the Flag State, the requirements of the Classification Society and applicable Law.

#### 4.3 Owner's Obligations prior to Delivery

- (a) Any material change order initiated by Owner or by Builder under the Shipbuilding Contract shall require the prior written approval of Lessee, which approval shall not be unreasonably delayed or withheld.
- (b) Lessee shall have the right to require Owner to make any of the optional changes to the Vessel Specifications set forth in Schedule 2 before the deadline applicable to such optional change as set out in Schedule 2 by giving notice in writing to Owner. Lessee shall pay to Owner the Hard Arms Optional Change Amount (if Lessee has exercised the Hard Arms Optional Change) and/or the MSO Optional Change Amount (if Lessee has exercised the MSO Optional Change) in accordance with Clause 4.3(c). In the event that the actual cost of such change order exceeds the Hard Arms Optional Change Amount or the MSO Optional Change Amount (as applicable), Lessee shall only be required to pay an amount to Owner equal to the Hard Arms Optional Change Amount or the MSO Optional Change Amount (as applicable) and Owner shall be liable for any excess. Owner shall take full risk on all installation work associated with the optional changes to the Vessel Specifications set forth in Schedule 2 at a qualified yard (to be selected by Owner). Owner shall use reasonable endeavours to cause the yard to give access to four (4) people selected by Lessee, at Lessee's risk and expense, to attend and observe such installation.
- (c) Lessee shall discharge its liability to pay the Hard Arms Optional Change Amount and/or the MSO Optional Change Amount (as applicable) as set out in Clause 4.3(b) above, either (at Lessee's election) by:
  - (i) Lessee paying to Owner the Hard Arms Optional Change Amount (if Lessee has exercised the Hard Arms Optional Change) and/or the MSO Optional Change Amount (if Lessee has exercised the MSO Optional Change) on the Vessel Acceptance Date; or
  - (ii) Lessee paying to Owner the Daily Hard Arms Reimbursement (if Lessee has exercised the Hard Arms Optional Change) and/or the Daily MSO Reimbursement (if Lessee has exercised the MSO Optional Change), each in accordance with Clause 11.1(d).
- (d) During building and commissioning of the Vessel, Owner shall on or before the fifteenth (15th) day of each month, provide monthly update reports to Lessee concerning advances in the building of the Vessel. Such report shall include: (i) activities completed during the previous month; (ii) activities scheduled for the

then current month; (iii) the results of any Completion Tests and any tests of the Regasification Equipment, (iv) a description of any change orders, (v) any force majeure events declared by the Builder, and (vi) any delays from the construction schedule.

- (e) Owner shall cause the building of the Vessel under the Shipbuilding Contract to meet the Vessel Specifications. Owner shall procure that, prior to Delivery, all necessary Pre-Commissioning Tests are completed at Owner's sole cost and expense.
- (f) Owner shall use all reasonable endeavours to cooperate with the EPC Contractor and shall provide all reasonably requested information in good faith to facilitate the mooring construction and compatibility of the Vessel with the FSRU Site, the Jetty and the Customer's Topside Facilities and to enable Lessee to comply with its obligations under Clause 7(a). In the event that Owner is negligent in performing its obligations under this Clause 4.3(f), Owner shall be liable for any related modification costs caused by its negligence.
- (g) Owner shall on not less than fourteen (14) days' written notice given by Lessee conduct one site visit at the FSRU Site before the Delivery Due Date to assess the site and the physical and local conditions applicable at the FSRU Site.

#### 4.4 Inspection

At the request of Lessee at any one or more times prior to the delivery of the Vessel by the Builder to Owner, Owner shall use reasonable endeavours to cause the Builder to give access to two (2) people selected by Lessee to, at Lessee's risk and expense, attend and observe all construction activities and tests and trials of the Vessel that will be conducted by the Builder under the Shipbuilding Contract. Without limiting the generality of the foregoing, Owner shall use reasonable endeavours to cause the Builder to permit two (2) people selected by Lessee to witness the following:

- (a) the testing by the Builder of the Regasification Equipment at the shipyard or its or its subcontractors' facilities in Korea or elsewhere; and
- (b) the Pre-Commissioning Tests.

Owner shall deliver notices of testing and trials being performed on the Vessel to Lessee sufficiently in advance to allow two (2) people selected by Lessee to attend such testing and trials.

#### 4.5 Delivery

- (a) Owner shall tender the Vessel to Lessee upon arrival at pilot boarding station at the FSRU Site ("**Place of Delivery**") on 1 June 2016 (as such date may be adjusted in accordance with Clause 4.5(b)) (the "**Delivery Due Date**").
- (b) Lessee shall have the option to delay the Delivery Due Date by giving notice to Owner in writing at any time prior to 1 June 2015 (the "**Delay Notice**"). If Lessee serves the Delay Notice, the revised Delivery Due Date shall be determined in accordance with the following narrowing window mechanism:

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- (i) the revised Delivery Due Date shall fall in the period between 2 June 2016 and 1 January 2017 ("**Window 1**");
  - (ii) no later than 11 January 2016, Lessee shall give written notice to Owner of a \*\*\*\*\* day period, which shall fall entirely within Window 1, within which the Delivery Due Date shall fall ("**Window 2**"). If Lessee fails to give such notice, Window 2 shall be the \*\*\*\*\* day period ending on the last day of Window 1;
  - (iii) no later than \*\*\*\*\* days prior to the commencement of Window 2, Lessee shall give written notice to Owner of a \*\*\*\*\* day period, which shall fall entirely within Window 2, within which the Delivery Due Date shall fall ("**Window 3**"). If Lessee fails to give such notice, Window 3 shall be the \*\*\*\*\* day period ending on the last day of Window 2; and
  - (iv) no later than \*\*\*\*\* days prior to the commencement of Window 3, Lessee shall give written notice to Owner of the Delivery Due Date which shall be a date falling within Window 3. If Lessee fails to give such notice, the Delivery Due Date shall be the last day of Window 3.
- (c) If Lessee serves a Delay Notice, Lessee shall pay to Owner a daily standby hire rate equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*) (the "**Standby Rate**") in accordance with Clause 4.7(d). The aggregate total amount which Lessee becomes obliged to pay pursuant to this Clause 4.5(c) shall be the "**Standby Hire**" and shall be an amount equal to:

**Standby Rate x N**

Where N is the number of days between 1 June 2016 and the Delivery Due Date.

The obligation of Lessee to pay the Standby Hire as provided in this Agreement (and without prejudice to any remedies Owner may have under this Agreement arising from the failure of Lessee to pay such Standby Hire as provided in this Agreement) shall represent Owner's sole and exclusive remedy for Lessee delaying the Delivery Due Date in accordance with Clause 4.5(b).

- (d) The liability of Lessee to pay the Standby Hire shall be discharged by Lessee by either (at Lessee's option):
- (i) Lessee paying to Owner the Standby Hire on the Vessel Acceptance Date; or
  - (ii) Lessee paying to Owner the Daily Standby Rate Reimbursement, in accordance with Clause 11.1(e).
- (e) The "**Delivery Date**" shall be: (i) the date on which Delivery of the Vessel takes place; or (ii) if Delivery of the Vessel takes place prior to the Delivery Due Date, the Delivery Due Date.

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4.6 Conditions to Acceptance of the Vessel and Evidence of Vessel Acceptance

- (a) As soon as reasonably practicable, but in any event no longer than \*\*\*\*\* days, after the Delivery Date, Owner shall (i) navigate the Vessel from the Place of Delivery to the FSRU Site and securely moor the Vessel at the FSRU Site; and (ii) procure that the Start-Up and Performance Tests are completed at Owner's sole cost and expense, save as provided under Clause 4.12(b). The Start-Up and Performance Tests shall be carried out in the presence of four (4) people selected by Lessee.
- (b) Lessee's acceptance of the Vessel following the Delivery by Owner shall be subject to: (i) the Vessel meeting those certain Vessel Specifications where non-compliance would have an adverse effect on the compatibility of the Vessel with the Jetty and Customer's Topside Facilities, performance of the Vessel, classification/registration and Flag State of the Vessel and meeting in all material respects the other Vessel Specifications; (ii) the Vessel successfully completing the Completion Tests; and (iii) Owner having demonstrated to Lessee's satisfaction (acting reasonably) that the Vessel is validly registered in Owner's name.
- (c) On the date on which the conditions set out in Clause 4.6(b) have been met or Lessee has agreed to accept the Vessel in accordance with and subject to Clause 4.7(b)(ii), Owner and Lessee shall execute a certificate of acceptance in the form set forth in Schedule 5 (the "**Certificate of Acceptance**"). Notwithstanding the foregoing, if the Parties are unable to agree on whether the conditions set out in Clause 4.6(b) have been met, the Certificate of Acceptance shall be deemed executed on the day all the conditions set out in Clause 4.6(b) have been met as determined by the Expert in accordance with Clause 30.2. The date on which the Certificate of Acceptance is executed or deemed executed by the Parties shall be the "**Vessel Acceptance Date**".
- (d) In circumstances where the Vessel fails to meet the Vessel Specifications which failure has an adverse effect on the compatibility of the Vessel with the Jetty and Customer's Topside Facilities, performance of the Vessel, classification/registration and Flag State of the Vessel and/or fails to meet in any material respect any of the other Vessel Specifications or fails to pass any Completion Tests, Owner shall at its sole cost and expense, correct any defect or non-conformity causing such failure and re-perform the Completion Tests. Until the Vessel meets those Vessel Specifications where non-compliance would have an adverse effect on the compatibility of the Vessel with the Jetty and Customer's Topside Facilities, performance of the Vessel, classification/registration and Flag State of the Vessel and meets in all material respects the other Vessel Specifications and passes the relevant Completion Test, Lessee shall have the right to refuse to execute the Certificate of Acceptance.

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4.7 Delays to Vessel Acceptance Date

- (a) If the Vessel Acceptance Date has not occurred within \*\*\*\*\* days after the Delivery Due Date, Owner shall pay to Lessee as liquidated damages a sum of \*\*\*\*\* Dollars (USD \*\*\*\*\*) for each day of delay, provided that:
- (i) the aforesaid \*\*\*\*\* day period shall be extended by an equal number of days for each day or part of a day of delay caused by: (A) an Event of Force Majeure; or (B) any ILA Excusable Event; (C) any failure by Lessee to provide additional LNG required to re-perform any Start-Up and Performance Tests pursuant to Clause 4.12(b) and/or Clause 7(g); or (D) the existence of Adverse Metocean Conditions; and
  - (ii) the total amount of such liquidated damages payable by Owner under this Clause 4.7(a) shall not exceed \*\*\*\*\* Dollars (USD \*\*\*\*\*), and, save for Lessee's right to terminate this Agreement under Clause 4.7(b)(i) and Lessee's rights under Clause 20 (and without prejudice to any remedies Lessee may have under this Agreement arising from the failure of Owner to pay such liquidated damages), any such liquidated damages shall represent Lessee's sole and exclusive remedy for the delay by Owner beyond the Delivery Due Date.
- (b) If the Vessel Acceptance Date has not occurred within \*\*\*\*\* days after the Delivery Due Date, Lessee may, at its sole option:
- (i) terminate this Agreement with immediate effect in accordance with Clause 20.2(a)(xviii); or
  - (ii) accept a valid tender of the Vessel, provided that where the Vessel cannot achieve the Guaranteed Regas Rate, Owner compensates Lessee by reducing the Rate in accordance with Clause 4.7(c),
- provided that the aforesaid \*\*\*\*\* day period shall be extended by an equal number of days for each day or part of a day of delay caused by (A) an Event of Force Majeure; or (B) any ILA Excusable Event; (C) any failure by Lessee to provide additional LNG required to re-perform any Start-Up and Performance Tests pursuant to Clause 4.12(b) and/or Clause 7(g); or (D) the existence of Adverse Metocean Conditions.
- (c) If the Vessel Acceptance Date has not occurred because, due to the Vessel's technical or other condition, the Owner is unable to establish that the Vessel is capable of sending out regasified LNG at a rate of four hundred million Standard Cubic Feet per day (400 MMscf/day) (the "**Guaranteed Regas Rate**") and Lessee nevertheless elects to accept a valid tender of the Vessel pursuant to Clause 4.7(b)(ii), the following shall apply:
- (i) the Rate shall be reduced by a percentage equal to the deficiency expressed as a percentage between the send out rate that the Vessel is

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capable of achieving at the relevant time and the Guaranteed Regas Rate; and

- (ii) the reduction in Rate pursuant to Clause 4.7(c)(i) shall until the Vessel is capable of achieving the Guaranteed Regas Rate.
- (d) If the period between the Delivery Due Date and the Vessel Acceptance Date is extended beyond \*\*\*\*\* days as a result of the occurrence in the period between the Delivery Due Date and the Vessel Acceptance Date of any of the following events or circumstances (each such event or circumstance, a "**Lessee Delay Event**");
- (i) any ILA Excusable Event;
  - (ii) Event of Force Majeure (save for Events of Force Majeure acting on the Vessel prior to Delivery); or
  - (iii) Adverse Metocean Conditions;
- Lessee shall pay Owner an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*) (the "**Deemed Rate**") for each day or part of a day of such delay (without double-counting) which is caused by a Lessee Delay Event in accordance with Clause 4.7(e), provided that Lessee shall not be obliged to pay Owner such amounts to the extent that the Lessee Delay Event is an Event of Force Majeure affecting the Vessel where such Event of Force Majeure is covered by Owner's insurance (or would have been so covered had Owner been in full compliance with its obligations to maintain insurance in accordance with Clause 23). The total amount which Lessee becomes obliged to pay pursuant to this Clause 4.7(d) shall be the "**Accrued Hire**" and save for Owner's right to terminate this Agreement under Clause 4.7(f) and 20.3(d) (and without prejudice to any remedies Owner may have under this Agreement arising from the failure of Lessee to pay such Accrued Hire as provided in this Agreement), such obligation of Lessee to pay the Accrued Hire as provided in this Agreement, shall represent Owner's sole and exclusive remedy for the delay in achieving the Vessel Acceptance Date due to a Lessee Delay Event;
- (e) Lessee shall discharge any liability to pay Accrued Hire either (at Lessee's option) by:
- (i) Lessee paying to Owner the Accrued Hire on the Vessel Acceptance Date; or
  - (ii) Lessee paying to Owner the Daily Accrued Hire Reimbursement, in accordance with Clause 11.1(f).
- (f) If Lessee has become liable to pay the Deemed Rate for \*\*\*\*\* days or more pursuant to Clause 4.7(d) (but excluding any days on which Lessee become liable to pay the Deemed Rate due to Adverse Metocean Conditions), Lessee

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shall have the right to terminate this Agreement in accordance with Clause 20.3(e). Subject to Clause 4.7(g), Owner shall also have the right to terminate this Agreement in the circumstances set out in this Clause 4.7(f) in accordance with Clause 20.3(d).

- (g) Prior to exercising Owner's right to terminate this Agreement pursuant to Clause 4.7(f), Owner shall notify Lessee of its intention to exercise such right. Upon receipt of such notice from Owner, Lessee shall have the option (but not the obligation) to pay to Owner the Accrued Hire. If Lessee has not paid such amounts to Owner within \*\*\*\*\* Banking Days of receipt of such notice from Owner, Owner shall have the right to terminate this Agreement in accordance with Clause 20.3(d). If Lessee pays such amounts to Owner within the \*\*\*\*\* Banking Day period, Owner shall not have the right to terminate this Agreement, and Lessee shall pay the Deemed Rate for each additional day of delay caused by a Lessee Delay Event arising after such date on a monthly basis in arrears, until the Vessel Acceptance Date.

4.8 Redelivery

Unless Lessee has exercised the Purchase Option, at the expiration of the Term the Vessel shall be redelivered by Lessee to Owner at the FSRU Site. Lessee shall give Owner \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* , \*\*\*\*\* and \*\*\*\*\* day(s) notice of redelivery.

4.9 Early Redelivery

Unless Lessee has exercised the Purchase Option, if this Agreement is terminated prior to the expiration of the Term in accordance with any provision of this Agreement or applicable Law, the Vessel shall be redelivered by Lessee to Owner at the FSRU Site on the date on which this Agreement terminates and, subject to Clause 4.12(c), Owner shall pay Lessee for the LNG on board at the LNG Price and any other sums Lessee is entitled to receive under this Agreement.

4.10 Bunkers at Delivery and Redelivery

Owner shall provide, and Lessee will accept and pay for, all bunkers (which shall include fuel oil, diesel oil and gas oil) on board the Vessel at the time of Delivery, and on Redelivery (whether it occurs at the end of the Term or on the early termination of this Agreement) Owner will accept and pay for all bunkers remaining on board at the time of Redelivery. All bunkers shall be valued at the price paid for such bunkers as evidenced by the relevant invoices.

4.11 Bunkers' Quality Specifications

All bunkers supplied or provided by Owner pursuant to Clause 4.10 at the time of Delivery shall meet the minimum quantity requirements and quality standards more particularly described in the FSRU Operation and Services Agreement at Schedule VI.

#### 4.12 LNG and LNG Heel at Delivery and Redelivery

- (a) Owner shall deliver the Vessel to Lessee with cargo tanks containing LNG vapour, inert gas or fresh air, at Owner's option, or, in the event that Lessee has exercised and not cancelled the Pre-Delivery Cargo Option, loaded with LNG.
- (b) Lessee shall provide and pay for the LNG necessary for Owner to carry out the Start-Up and Performance Tests at the Place of Delivery, provided that:
  - (i) if agreed between the Parties prior to Delivery, Owner shall procure for the account of Lessee such commissioning LNG and the initial LNG Heel;
  - (ii) if additional LNG is required to re-perform any Start-up and Performance Tests, unless for reasons attributable to Lessee such LNG shall be paid for by Owner, with no right of reimbursement from Lessee.
- (c) Lessee shall redeliver the Vessel to Owner with cargo tanks containing inert gas or fresh air, at Lessee's option, provided that, if so requested by Owner, Lessee shall use reasonable endeavours to redeliver the Vessel to Owner with tanks under LNG vapours or with a quantity of LNG Heel notified by Owner in writing to Lessee of between two thousand (2,000) cbm and ten thousand (10,000) cbm. Owner shall pay Lessee for all such LNG Heel on board at Redelivery at the LNG Price.

#### 4.13 Bunkers and LNG Heel on Board

Notwithstanding anything contained in this Agreement, all bunkers and LNG Heel on board the Vessel shall, throughout the Term, remain the property of Lessee and can only be purchased on the terms specified in this Agreement at the end of the Term or, if earlier, at the termination of this Agreement.

#### 4.14 Oil and Stores

No payment shall be made by Lessee on delivery or by Owner on redelivery for any part of the Vessel's equipment, outfit including spare parts, appliances or consumable stores on board and Owner and Contractor shall make their own arrangement at the time of delivery and redelivery for taking over and payment for lubricating oil, un-broached provisions, paints, ropes and other consumable stores in the Vessel.

### 5. **OPTION TO PURCHASE**

- 5.1 Owner hereby grants to Lessee the option to purchase the Vessel on an "as is where is" basis from Owner at the end of the Term on the terms set out in this Clause 5 (the "**Purchase Option**").
- 5.2 Lessee shall have the right (but not the obligation) at its sole discretion to elect by notice in writing to Owner to exercise the Purchase Option at the end of the Term.
- 5.3 On the exercise of the Purchase Option by Lessee, Owner shall become bound to sell and Lessee shall become obliged to purchase the Vessel in accordance with the terms set out in this Clause 5.

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- 5.4 The price to be paid by Lessee on completion of the Purchase Option shall be the amount specified in the amortisation table appearing at Schedule 10, corresponding to the point in time when the Purchase Option is to be completed.
- 5.5 The Purchase Option Price shall be deemed to be exclusive of any and all Taxes.
- 5.6 Subject to Clauses 5.9 and 5.10, completion of the Purchase Option shall take place on a date to be agreed between the Parties (or failing such agreement, the date falling \*\*\*\*\* days after the end of the Term). For the avoidance of doubt, during the period from service of the notice exercising the Purchase Option until completion of the Purchase Option, the terms of this Agreement shall remain in full force and effect.
- 5.7 On the date fixed for completion of the Purchase Option, completion of the Purchase Option shall take place by the occurrence of all of the following actions:
- (a) Lessee shall pay the Purchase Option Price to Owner by electronic bank transfer to such account as Owner shall nominate in writing prior to the date for completion of the Purchase Option; and
  - (b) upon receipt of the Purchase Option Price, Owner shall arrange discharge of any Encumbrances and shall transfer or procure the transfer of the Vessel to Lessee free from Encumbrances and deliver all relevant documents of title in respect of the Vessel to Lessee,
- provided that the steps identified in this Clause 5.7(a) and 5.7(b) above shall be subject to adjustment as necessary to satisfy the requirements of the Approved Mortgagee.
- 5.8 If any of the provisions of Clause 5.7 are not complied with on the date fixed for completion of the Purchase Option, the Party not in default may (without prejudice to its other rights and remedies):
- (a) defer completion to a date not more than \*\*\*\*\* Banking Days after such date (and so that the provisions of this Clause 5 shall apply to completion as so deferred);
  - (b) proceed to completion so far as is practicable; or
  - (c) rescind the contract of sale arising by virtue of the exercise of the Purchase Option.
- 5.9 If, during the period between exercise of the Purchase Option and the day of completion of the Purchase Option, the Vessel:
- (a) has become an actual, constructive, compromised or arranged total loss or goes missing; or
  - (b) is no longer in working order,

then the contract of sale arising by virtue of the exercise of the Purchase Option shall be automatically rescinded according to its terms.

5.10 If, during the period between exercise of the Purchase Option and the day of completion of the Purchase Option, this Agreement is terminated, it shall be understood that Lessee no longer wishes to exercise the Purchase Option, and the contract of sale arising by virtue of the exercise of the Purchase Option shall be automatically rescinded according to its terms.

5.11 In case of early termination of this Agreement under Clause 20, or otherwise for any reason (except for termination by either Party on the First Early Termination Date or the Second Early Termination Date), the Purchase Option shall cease to apply and all rights thereto shall be irrevocably waived by Lessee.

## **6. OWNER TO PROVIDE**

Owner shall be responsible for delivering the Vessel to Lessee in accordance with Clause 4.5 and meeting or satisfying the conditions to the acceptance of the Vessel pursuant to Clause 4.6(b).

## **7. LESSEE TO PROVIDE**

Lessee shall be responsible for the following:

- (a) causing the FSRU Site, the Jetty and the Customer's Topside Facilities to be in all respects suitable for the mooring of the Vessel and for Owner to perform its obligations under this Agreement during the Term;
- (b) making the payments to Owner as provided in this Agreement;
- (c) the legal importation of the Vessel into Colombia without undue delay, including the conduct of any administrative proceedings required for such importation, and the payment of (i) Taxes applicable to the importation of the Vessel to the extent that such Taxes arise in Colombia and (ii) all Port Charges;
- (d) maintaining in force and effect the Environmental Permit and the Port Concession;
- (e) obtaining local port authorization to move the Vessel from the Place of Delivery to the FSRU Site, unless by applicable law or regulations only Owner can seek and obtain such authorization. Owner shall provide all necessary support to Lessee to obtain such authorization in a timely manner;
- (f) providing pilot, fire boats, tugs, escort vessels, security measures (including guard vessels) and any other assistance required in order for the Vessel to reach and be properly moored, stay at and leave the FSRU Site;
- (g) providing timely, suitable and sufficient LNG supply and Gas off-take capacity in order for Owner to timely complete the Start-Up and Performance Tests as well as gas oil and diesel oil for the production of nitrogen gas and inert gas and for the diesel generators;

- (h) the legal exportation of the Vessel out of Colombia without undue delay, including the conduct of any administrative proceedings required for such exportation, and the payment of Taxes applicable to the exportation of the Vessel to the extent that such Taxes arise in Colombia;
- (i) returning the Vessel to Owner at the expiry of the Term, provided that the Purchase Option is not exercised, or upon earlier termination of this Agreement; and
- (j) implementing and maintaining the Lessee Trust Fund as provided under Clause 12.13.

**8. REQUIREMENTS ON THE USE OF THE VESSEL**

The Vessel's employment under this Agreement shall only be as a floating storage and regasification unit for LNG and the Vessel shall be moored at the Jetty located in the FSRU Site and shall be capable of receiving and storing LNG and discharging regasified LNG subject to the terms of this Agreement and the FSRU Operation and Services Agreement. Except as it may otherwise be mutually agreed by the Parties, or with the exception of tsunami warnings or adverse weather in the vicinity of the FSRU Site where the Vessel may leave the FSRU Site temporarily under her own propulsion to a safe port or place and thereafter return as soon as the FSRU Site ceases to be subject to such tsunami warnings or adverse weather (at all such times being on Hire), the Vessel under this Agreement may not be used in any port or place other than at the FSRU Site. Notwithstanding the foregoing, if Lessee wishes to moor the Vessel at an alternative site besides the FSRU Site, it may do so provided: (a) Owner approves such alternative site, such approval not to be unreasonably withheld; and (b) Lessee pays all costs and expenses of Owner arising or incurred in connection with the change of site, including without limitation, costs associated with the relocation of the Vessel and any logistical requirement of Owner at the alternative site. The Vessel shall remain on Hire during any such relocation.

**9. TRADING RESTRICTIONS**

Lessee undertakes not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of this Agreement and the FSRU Operation and Services Agreement.

**10. CHANGE IN LAW AND CHANGES TO VESSEL**

**10.1 New Class and Other Safety Requirements etc.**

In the event of any improvement, structural changes or any other modification or new equipment becoming necessary on the Vessel for the use of the Vessel and/or the performance of the FSRU Services under the FSRU Operation and Services Agreement by reason of:

- (a) new class requirements;
- (b) legislation of the Flag State; or
- (c) any Change in Law,

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the cost of compliance shall, subject to an annual floor of \*\*\*\*\* Dollars (USD \*\*\*\*\*), which shall be for Owner's account, be borne by Lessee. The Vessel shall always remain on Hire for all periods relating to such improvement, changes or modification required in connection with a Change in Law which arises in Colombia. The Vessel shall be Off-Hire and Hire shall not be payable for periods in which the Vessel is unavailable due to an improvement change or modification necessitated by a Change in Law which arises outside of Colombia or by new class requirements or legislation of the Flag State.

## 10.2 Changes to the Vessel

Subject to Clause 10.1, Lessee shall make no changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing Owner's written approval thereof.

## 11. HIRE AND DAILY REIMBURSEMENT AMOUNTS

### 11.1 Rate of Hire

- (a) Subject to the terms of this Agreement, unless the Vessel is Off-Hire or the Partial Hire Rate is payable in accordance with this Clause 11, Lessee shall pay a monthly hire for the leasing of the Vessel ("**Hire**"), calculated at the Rate in Dollars per day, and pro rata for any part of a day, from the Vessel Acceptance Date until the time and date of Redelivery to Owner. The amount of the Hire payable by Lessee for any calendar month shall be equal to the sum of (i) the Rate multiplied by the number of days in the relevant month on which the Rate was payable and (ii) the Partial Hire Rate multiplied by the number of days in the relevant month on which the Partial Hire Rate was payable.
- (b) The daily rate for the leasing of the Vessel (the "**Rate**") from the Vessel Acceptance Date shall be \*\*\*\*\* Dollars (USD \*\*\*\*\*), as adjusted in accordance with Clause 4.7(c) (if applicable).
- (c) Schedule 10 sets out a table showing the Rate comprising amortisation of the Vessel and a financial portion to represent Owner's interest in this Agreement.
- (d) In the event Lessee has become liable to pay the Hard Arms Optional Change Amount and/or the MSO Optional Change Amount (as applicable) pursuant to Clause 4.3(b) and Lessee has elected to discharge its liability in respect of such amount pursuant to Clause 4.3(c) (ii), Lessee shall pay to Owner for each day of the first ten (10) years of the Initial Term:
  - (i) if Lessee has exercised the Hard Arms Optional Change, an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*) (the "**Daily Hard Arms Reimbursement**"), until Lessee has paid an aggregate amount under this Clause 11.1(d)(i) equal to the Hard Arms Optional Change Amount; and/or

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- (ii) if Lessee has exercised the MSO Optional Change, an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*) (the "**Daily MSO Reimbursement**"), until Lessee has paid an aggregate amount under this Clause 11.1(d)(ii) equal to the MSO Optional Change Amount.
  
- (e) In the event Lessee has become liable to pay the Standby Hire pursuant to Clause 4.5(c) and Lessee has elected to discharge its liability in respect of such amount pursuant to Clause 4.5(d)(ii), Lessee shall pay to Owner for each day of the first ten (10) years of the Initial Term an amount equal to:  
  
\*\*\*\*\*  
  
Where:  
  
\*\*\*\*\* is the daily interest rate equivalent to a rate of \*\*\*\*\* per cent (\*\*\*\*\*%) per annum;  
  
\*\*\*\*\* is the Standby Hire; and  
  
\*\*\*\*\* is the total number of days in the first ten (10) years of the Initial Term,  
  
(the "**Daily Standby Rate Reimbursement**"), until Lessee has paid an aggregate amount under this Clause 11.1(e) equal to the Standby Hire.
  
- (f) In the event Lessee has become liable to pay the Accrued Hire pursuant to Clause 4.7(d) and Lessee has elected to discharge its liability in respect of such amount pursuant to Clause 4.7(e)(ii), Lessee shall pay to Owner for each day of the first ten (10) years of the Initial Term an amount equal to:  
  
\*\*\*\*\*  
  
Where:  
  
\*\*\*\*\* is the daily interest rate equivalent to a rate of \*\*\*\*\* per cent (\*\*\*\*\*%) per annum;  
  
\*\*\*\*\* is the Accrued Hire; and  
  
\*\*\*\*\* is the total number of days in the first ten (10) years of the Initial Term,  
  
(the "**Daily Accrued Hire Reimbursement**"), until Lessee has paid an aggregate amount under this Clause 11.1(f) equal to the Accrued Hire.
  
- (g) In the event Lessee has become liable to pay the Pre-VAD Lessee LOC Costs pursuant to Clause 12.10(d), Lessee shall pay to Owner for each day of the first ten (10) years of the Initial Term an amount equal to:  
  
\*\*\*\*\*

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Where:

\*\*\*\*\* is the daily interest rate equivalent to a rate of \*\*\*\*\* per cent (\*\*\*\*\*%) per annum;

\*\*\*\*\* is the Pre-VAD Lessee LOC Costs; and

\*\*\*\*\* is the total number of days in the first ten (10) years in the Initial Term,

(the "**Daily Pre-VAD LOC Reimbursement**"), until Lessee has paid an aggregate amount under this Clause 11.1(g) equal to the Pre-VAD Lessee LOC Costs.

## 11.2 Partial Hire

- (a) On any day on which there is a Service Failure under the FSRU Operation and Services Agreement and the Vessel is not considered Off-Hire under this Agreement, a reduced Rate shall be payable by Lessee (the "**Partial Hire Rate**").
- (b) The Partial Hire Rate shall be calculated on a daily basis and shall be the Rate multiplied by the percentage of the duly nominated volume of regasified LNG that Contractor was able to deliver on the relevant day under the FSRU Operation and Services Agreement.

## 12. PAYMENT, INVOICING AND PERFORMANCE SECURITY

### 12.1 Invoices

On the first (1st) Banking Day of each month which falls after the Vessel Acceptance Date, Owner shall issue to Lessee an invoice in respect of amounts payable by Lessee pursuant to Clauses 11.1(a), 11.1(d), 11.1(e), 11.1(f) and 11.1(g) corresponding to the immediately preceding month (the "**Hire Invoice**"), which shall include the following information:

- (a) the dates and the number of days in the relevant month for which the Rate is payable;
- (b) the applicable Rate;
- (c) the dates and the number of days in the relevant month for which the Partial Hire Rate is payable;
- (d) the applicable Partial Hire Rate for each of the days specified in Clause 12.1(c);
- (e) the gross amount of Hire payable pursuant to Clause 12.1(a) for the relevant month (expressed in figures and in words), including applicable gross up pursuant to Clause 12.7(a);

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- (f) any applicable Daily Reimbursement Amounts, the number of days in the relevant month and the gross amount of Daily Reimbursement Amounts payable for the relevant month;
- (g) the date and place of issue and serial number of the Hire Invoice;
- (h) reference to this Agreement;
- (i) the name and code number of the bank, its address and the account number to which payment should be made; and
- (j) the name of a contact person and such person's address and fax number, in order that Lessee may notify Owner that payment has been made.

#### 12.2 Debit Notes

- (a) If any amounts are due from one Party to the other Party pursuant to this Agreement other than those set forth in a Hire Invoice, including any amounts paid but not earned or earned but not paid, then the Party to whom such sums are owed shall furnish to the other Party an invoice (each a "**Debit Note**") therefor setting out, where applicable, the relevant information together with calculations and relevant supporting documents.
- (b) Lessee shall be entitled to invoice under a Debit Note:
  - (i) any disbursements made by Lessee for Owner's or the Vessel's account, including commissions, overheads and handling charges when such disbursements are permitted to be made by Lessee under this Agreement; and
  - (ii) any other amounts to which Lessee is entitled or which are payable by Owner to Lessee under this Agreement.

#### 12.3 Payment Dates

- (a) Each Hire Invoice received by Lessee in accordance with Clause 12.1 shall become due and payable on the date which falls \*\*\*\*\* Banking Days after receipt by Lessee of the Hire Invoice (the "**Hire Invoice Due Date**").
- (b) Each Debit Note shall become due and payable on the date which falls \*\*\*\*\* Banking Days after receipt by the relevant Party of the Debit Note (the "**Debit Note Due Date**").
- (c) All Hire Invoices and Debit Notes shall be issued and paid in Dollars.

#### 12.4 Payment

- (a) Subject to Clause 12.5, Lessee shall pay or cause to be paid, on or before the Hire Invoice Due Date and Debit Note Due Date, as applicable, all amounts that

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become due and payable by Lessee pursuant to Hire Invoices or Debit Notes, as the case may be, issued hereunder in immediately available funds to such account with such bank and in such location as shall have been designated by Owner in such Hire Invoice or Debit Note, as applicable.

- (b) Subject to Clause 12.5, Owner shall pay or cause to be paid, on or before the Debit Note Due Date, all amounts that become due and payable by Owner pursuant to Debit Notes issued hereunder in immediately available funds to such account with such bank and in such location as shall have been designated by Lessee in such Debit Note.
- (c) Lessee shall not have the right to receive payment from Owner of any amount under a Debit Note hereunder to the extent Customer has issued a debit note for the same item in accordance with the provisions of clause 9.2 of the FSRU Operation and Services Agreement. Owner shall not have the right to receive payment from Lessee of any amount under a Debit Note hereunder to the extent Contractor has issued a debit note for the same item in accordance with the provisions of clause 9.2 of the FSRU Operation and Services Agreement.
- (d) Any payment which is due to be made under this Agreement on a day that is not a Banking Day shall be made on the next succeeding Banking Day.

#### 12.5 Disputed Invoices

If a Party disagrees with any Hire Invoice and/or Debit Note, it shall pay all undisputed amounts of such Hire Invoice and/or Debit Note (subject to adjustment for outstanding undisputed Hire Invoice and/or Debit Notes) and shall immediately notify the other Party (the "**Issuing Party**") of the reasons for such disagreement, except that, in the case of manifest error in computation, the Party receiving the Hire Invoice or the Debit Note shall pay the correct amount after advising the Issuing Party of the error. A Hire Invoice or Debit Note may be contested by the Party that received it or modified by the Party that sent it, by notice delivered to the other Party within a period of \*\*\*\*\* Banking Days after such receipt or sending, as the case may be. In the event the Parties are unable to resolve the dispute as to a Hire Invoice or Debit Note the matter shall be referred to arbitration in accordance with Clause 30.3. Promptly after resolution of any dispute as to a Hire Invoice or Debit Note, the amount agreed or determined to be due shall be paid by Owner or Lessee (as the case may be) to the other Party, together with interest thereon at the Default Rate from the original due date to the date of payment of the due amount.

#### 12.6 Delayed Payment

- (a) If any amount due from either Party under this Agreement shall not be paid or credited when due, then there shall be due and payable to the other Party compensation thereon, calculated at a rate equal to LIBOR plus \*\*\*\*\* per cent (+\*\*\*\*\*%) per annum (the "**Default Rate**"), as it changes from time to time from the date on which such payment or credit became overdue to and until such payment or credit is paid or credited in full.

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- (b) If Lessee fails to pay any Hire Invoice on or before the Hire Invoice Due Date or any Debit Note on or before the Debit Note Due Date, Owner shall give Lessee a written notice requesting that Lessee rectifies the failure. Subject to Clause 12.5, if Lessee fails to make payment in full of all such outstanding amounts, including interest thereon as provided under Clause 12.6(a) within \*\*\*\*\* Banking Days following the date of receipt of such notice, Owner shall be entitled to claim the full amount of such outstanding payment, including interest thereon as provided under Clause 12.6(a), from the Lessee Performance Security.
- (c) If Owner fails to pay any Debit Note on or before the Debit Note Due Date, Lessee shall give Owner a written notice requesting that Owner rectifies the failure. Subject to Clause 12.5, if Owner fails to make payment in full of all such outstanding amounts, including interest thereon as provided under Clause 12.6(a) within \*\*\*\*\* Banking Days following the date of receipt of such notice, Lessee shall be entitled to claim the full amount of such outstanding payment, including interest thereon as provided under Clause 12.6(a), from the Höegh Performance Guarantor under the Höegh Performance Guarantee.
- (d) Neither Party shall be responsible for any delay or error by the other (second) Party's bank in crediting the second Party's account provided that the first Party has given proper and timely payment instructions.

#### 12.7 Taxes

Each Party will bear its own Taxes, provided that:

- (a) Lessee shall pay, and gross up Hire and/or, to the extent applicable, any payment in respect of the Hard Arms Optional Change Amount, the MSO Optional Change Amount, Accrued Hire, Standby Hire and/or the Pre-VAD Lessee LOC Costs (including any Daily Reimbursement Amounts) to account in full for, any Colombian withholding Taxes on any payments made to Owner under this Agreement so that Owner will receive the same net amount as if no such withholding had been required;
- (b) Lessee shall compensate Owner for any Taxes imposed due to the Vessel being permanently moored in Colombia;
- (c) any Taxes relating to any importation (including, for the avoidance of doubt, re-importation) or exportation of the Vessel into or out of Colombia under this Agreement shall be borne by Lessee; and
- (d) Lessee shall bear or (as required) compensate Owner for all other Colombian Taxes.

For the avoidance of doubt, Lessee shall in no event be responsible for the payment of any Taxes relating to or arising from (i) Owner's net income (except if imposed in Colombia), (ii) Owner's employees or (iii) Owner's breach of this Agreement.

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12.8 Reporting Requirements

Each Party shall comply with any and all governmental requirements regarding reporting, filing of returns, maintenance of books and records, and payment of Taxes.

12.9 Evidence of Payment

Each Party shall promptly upon request provide the other Party with evidence of payment of all amounts required to be paid by such Party under this Clause 12, including if appropriate access to originals of such evidence.

12.10 Lessee Performance Security before Vessel Acceptance Date

- (a) From 11 January 2016 up to the Vessel Acceptance Date (save as set out in Clause 12.10(c)), Lessee shall procure and maintain the Pre-VAD Lessee LOC, in an amount equal to the Pre-VAD Lessee LOC Value, provided that Owner pays all costs associated with the Pre-VAD Lessee LOC directly to the issuing bank or other financial institution.
- (b) Lessee shall provide a counter-indemnity in favour of the bank or financial institution issuing the Pre-VAD Lessee LOC.
- (c) Subject to Clause 12.5, Owner may make a demand under the Pre-VAD Lessee LOC in respect of any amounts which have fallen due for payment by Lessee under the terms of this Agreement and which Lessee has failed to pay under this Agreement. In case an invoice issued prior to the Vessel Acceptance Date is subject to a dispute under Clause 12.5, the validity of the Pre-VAD Lessee LOC shall be maintained until the date falling \*\*\*\*\* Banking Days after such dispute is finally resolved in accordance with Clause 30.3.
- (d) Lessee shall reimburse to Owner an amount equal to half of the documented costs paid by Owner to the issuing bank or financial institution in respect of the Pre-VAD Lessee LOC (such amount being the "**Pre-VAD Lessee LOC Costs**") by paying to Owner the Daily Pre-VAD LOC Reimbursement, in accordance with Clause 11.1(g).

12.11 Lessee Performance Security on and after Vessel Acceptance Date

- (a) Lessee shall on the Vessel Acceptance Date, provide to Owner, and shall maintain until the end of the Term: (i) Lessee Cash Security; and/or (ii) a Lessee LOC in an aggregate amount equal to the Lessee Performance Security Value.
- (b) Subject to Clause 12.5 and clause 9.5 of the FSRU Operation and Services Agreement, Owner may make a demand under the Lessee Performance Security in respect of any amount which Lessee has failed to pay under this Agreement and/or which Customer has failed to pay under the FSRU Operation and Services Agreement.

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- (c) In case of any claim by Owner under the Lessee Performance Security pursuant to Clause 12.11(b), Lessee shall be obliged within \*\*\*\*\* Banking Days thereafter to procure the full replenishment of the Lessee Performance Security so that the aggregate value of the Lessee Performance Security is equal to the Lessee Performance Security Value.

#### 12.12 Owner Performance Security

- (a) Owner shall, on or before the date which falls \*\*\*\*\* days after the date on which Owner is notified by Lessee that the Conditions Precedent have been satisfied, provide to Lessee, and shall maintain until the end of the Term the Höegh Performance Guarantee.
- (b) The Höegh Performance Guarantor shall meet the HPG Credit Tests.
- (c) If:
  - (i) the Vessel Acceptance Date has occurred;
  - (ii) Höegh LNG Partners LP has provided to Lessee a Höegh Performance Guarantee, and such Höegh Performance Guarantee is in full force and effect;
  - (iii) Höegh LNG Partners LP have provided legal opinions from recognised counsel as to the due incorporation of Höegh LNG Partners LP, the power and authority of Höegh LNG Partners LP to enter into and perform the Höegh Performance Guarantee and the enforceability of the Höegh Performance Guarantee issued by Höegh LNG Partners Ltd; and
  - (iv) no amount is due and payable to Lessee by Owner under this Agreement or to Customer by Contractor under the FSRU Operation and Services Agreement or by Höegh LNG Holdings Ltd under the Höegh Performance Guarantee,

then Lessee shall release the Höegh Performance Guarantee issued to it by Höegh LNG Holdings Ltd without prejudice to Höegh LNG Holdings Ltd's continuing liability under the Höegh Performance Guarantee in respect of any breach of this Agreement or the FSRU Operation and Services Agreement, where such liability may have arisen before the date of such release, provided that Höegh LNG Partners LP shall be liable under the Höegh Performance Guarantee for any breach of this Agreement or the FSRU Operation and Services Agreement that may arise on or after the date of such release, or for any liability that may arise on or after the date of such release, from any breach of this Agreement or the FSRU Operation and Services Agreement committed before the date of the release.

#### 12.13 Lessee Cash Waterfall

Prior to the Delivery Due Date, Lessee shall implement a trust fund appointing a trustee to administer the funds being paid by the Thermal Generators to Lessee for services provided under the TUAs (the "**Lessee Trust Fund**"). The Lessee Trust Fund will include an irrevocable instruction for the trustee to pay any amounts which become due for payment under this Agreement by Lessee to Owner and under the FSRU Operation and Services Agreement by Customer to Contractor directly to Owner and/or Contractor (as applicable) on first priority basis on receipt by the trustee of the relevant invoice under this Agreement and/or the FSRU Operation and Services Agreement, in accordance with the terms of this Agreement and the FSRU Operation and Services Agreement.

A similar arrangement will exist at a higher level between the Thermal Generators and a trustee for taking care of the cash waterfall towards Lessee.

Any payment received from the trustee by Owner or by Contractor shall discharge the corresponding obligation of:

- (a) Lessee under this Agreement to make such payment to Owner; and
- (b) Customer under the FSRU Operation and Services Agreement to make such payment to Contractor.

### **13. OFF-HIRE**

#### 13.1 Off-Hire Events

- (a) Except for: (A) maintenance carried out within the Annual Maintenance Allowance; or (B) if due to any Event of Force Majeure (which shall be addressed in accordance with Clause 19); or (C) any ILA Excusable Event; or (D) any Service Excusable Event; or (E) as otherwise expressly set out in this Agreement, the Vessel shall be considered to be off-hire ("**Off-Hire**") if:
  - (i) for any reason (limited to the aspects governed by this Agreement) the Vessel fails to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) when such discharge has been duly nominated by Customer; or
  - (ii) for any reason (limited to the aspects governed by this Agreement) the Vessel would not be able to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) if Customer were to nominate; or
  - (iii) for any reason the Vessel ceases to be at Lessee's disposal at any time during the Term, including in the circumstances set out in Clause 10.1; or
  - (iv) performance of the Parties' obligations under this Agreement is suspended pursuant to Clause 33.2(b)(ii) and Owner is the Non-Compliant Party.

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- (b) In addition, the Vessel shall be deemed to be Off-Hire under this Agreement during all periods when the Vessel is off-hire under the terms of clause 10.1(a) of the FSRU Operation and Services Agreement.

13.2 In the event that the Vessel is Off-Hire, then Hire shall not be payable by Lessee for any time lost until:

- (a) the Vessel once again is able to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) when such discharge has been duly nominated by Customer or the Vessel would be able to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) if Customer were to nominate and provide sufficient LNG;
- (b) the Vessel is once again at Lessee's disposal;
- (c) where Owner and not Lessee has been the Non-Compliant Party, the Parties are able to resume performance of this Agreement pursuant to Clause 33.2(b)(iv);
- (d) the Vessel is no longer considered to be off-hire under the terms of clause 10.1(a) of the FSRU Operation and Services Agreement; and
- (e) in the event that the Vessel is Off-Hire as a result of a governmental order due to a violation by Owner, Contractor or the Vessel of applicable environmental or other norms and regulations, the Vessel is again in compliance with such norms and regulations.

13.3 For the avoidance of doubt, if Hire is not payable pursuant to Clauses 13.1 and 13.2, this shall (save for Clauses 13.4 and 20) be the sole and exclusive remedy under this Agreement of Lessee in respect of any event described in Clause 13.1.

13.4 Termination for Prolonged Off-Hire

In the event that the Vessel is Off-Hire for any period exceeding either (a) \*\*\*\*\* consecutive days; or (b) \*\*\*\*\* days over a period of \*\*\*\*\* consecutive months ("**Prolonged Off-Hire**"), Lessee shall have the right, but not the obligation, to terminate this Agreement by giving notice in writing to Owner in accordance with Clause 20.2. Such right of termination shall be without prejudice to any other rights and remedies under this Agreement. Any time spent Off-Hire under Clause 10.1 or clause 7 of the FSRU Operation and Services Agreement should not count towards Prolonged Off-Hire under this Clause 13.4.

#### 14. LOSS OF VESSEL

Should the Vessel:

- (a) become a total loss, Hire shall cease to be payable and this Agreement shall terminate at the time and on the day of her loss; or

- (b) be declared as a constructive or compromised or arranged total loss, Hire shall cease to be payable and this Agreement shall terminate at the time and on the day on which the Vessel's underwriters agree that the Vessel is a constructive or compromised or arranged total loss, or if such agreement with the Vessel's underwriters is not reached, the day on which it is adjudged by a competent tribunal or court that a constructive or compromised or arranged total loss of the Vessel has occurred; or
- (c) be missing, Hire shall cease to be payable and this Agreement shall terminate at the time and on the day on which she was last heard of.

**15. MAINTENANCE AND REPAIRS**

This Agreement does not comprise the maintenance and repair of the Vessel. However, Owner shall provide and pay for under this Agreement all spare parts necessary for the continuous operation of the Vessel. Any such spare parts provided and paid for by Owner shall be imported by Lessee. The Parties shall cooperate and endeavour to find a form of cooperation that ensures a time and cost efficient administration of the process of importation of spare parts that minimises the likelihood of causing delays to the importation of any spare parts.

**16. LAYING-UP**

Lessee shall have the option of laying-up the Vessel for all or any portion of the Term as provided in the FSRU Operation and Services Agreement, in which case Hire shall continue to be paid.

**17. CHANGE OF FLAG OR OWNERSHIP**

Owner shall have the right to change the Flag State and/or ownership of the Vessel subject to the prior written consent of Lessee, which shall not be unreasonably withheld, delayed or conditioned. All costs and expenses related to a change of the Flag State of the Vessel requested by Owner shall be for the sole account of Owner. Any transfer of the ownership of the Vessel by Owner shall be subject to the new owner assuming all of the rights and obligations of Owner under this Agreement on terms and conditions acceptable to Lessee. Any change in the ownership of the Vessel under this Clause 17 shall not affect the obligations of Contractor under the FSRU Operation and Services Agreement, which obligations shall remain effective upon such transfer. Subject to the prior written consent of the Approved Mortgagee, Owner shall use all reasonable endeavours to change the Flag State of the Vessel at the request of Lessee upon a showing that such change would bring economic benefits to Lessee or the Parties, provided that the change of Flag State will not have an adverse effect on Owner. All costs and expenses related to a change of Flag State of the Vessel requested by Lessee shall be for the sole account of Lessee.

**18. BUSINESS PRINCIPLES**

**18.1 Compliance with Law**

Each Party agrees to comply with all Laws and all decrees, ordinances, directives and lawful regulations of any Governmental Authority in connection with this Agreement

or applicable to any activities carried out by a Party under this Agreement.

## 18.2 Proper Practice

- (a) Neither Party shall pay any fee, commission, rebate or anything of value to or for the benefit of any employee of the other Party, nor will either Party do business with any company knowing the results might directly benefit an employee of the other Party. Each Party shall use due diligence not to permit any of the other Party's employees, servants, agents or representatives to engage in any activities contrary or detrimental to the best interests of the other Party.
- (b) The Parties mutually agree that, in connection with this Agreement and the activities contemplated herein, neither of them nor any of their respective employees, authorized agents, representatives or Affiliates will take action, or omit to take any action, that would cause the other Party to be in violation of any Law related to the other Party's business practices.
- (c) The Parties agree that all invoices rendered by each to the other Party as provided for in this Agreement shall, in reasonable detail, accurately and fairly reflect the facts about all activities and transactions which are the subject of the invoice.
- (d) Notwithstanding the generality of the foregoing, each Party represents and warrants that neither it nor any of its officer, director, employee, authorized agent or representative thereof has made prior to the date hereof, and covenants that neither it nor any of its officer, director, employee, authorized agent or representative thereof will make or cause to be made any payment, loan, or gift of any money or anything of value, directly or indirectly:
  - (i) to or for the benefit of any official or employee of any Governmental Authority thereof; or
  - (ii) to any other Person or entity,

where such payment, loan, or gift of any money or anything of value is intended to influence a decision in favour of a Party in a manner that is inconsistent with the principles set forth in this Clause 18.

## 18.3 Ethical Policy

Lessee and Owner may each from time to time advise the other Party of any ethical or business practices policy which apply to the relevant Party and the other Party shall use reasonable endeavours to adhere to such policy, provided it does not affect the safe or reliable operation of the Vessel or give rise to the other Party incurring any unreasonable cost.

## 19. FORCE MAJEURE

### 19.1 Force Majeure

Subject to Clause 19.2, whether expressly provided or not in this Agreement, a Party (the "**Affected Party**") shall not be responsible for (i) any failure to perform any of its

obligations or undertakings under this Agreement (excluding any obligation to make a payment under the terms of this Agreement, unless such failure is due to an Event of Force Majeure affecting one or more of the banks to or from which such payment is to be made, and it is not possible, using reasonable endeavours for the Affected Party to make payment by alternative arrangements) or (ii) for any loss or damage or delay arising from a failure, delay or omission in performing its obligations hereunder, due to or arising or resulting from an Event of Force Majeure. An "**Event of Force Majeure**" means any of the following events to the extent that such event (i) is beyond the reasonable control of the Affected Party (or any member of the Høegh LNG Group where Owner is the Affected Party or any Affiliate of Lessee where Lessee is the Affected Party) to avoid, prevent or overcome and (ii) does not result from the fault or negligence of, or the failure to avoid or overcome by the exercise of reasonable diligence by, the Affected Party (or any member of the Høegh LNG Group where Owner is the Affected Party or any Affiliate of Lessee where Lessee is the Affected Party), and (iii) prevents, hinders or delays the Affected Party from performing its obligations under this Agreement:

- (a) fire, explosion, atmospheric disturbance, lightning, earthquake, tidal wave, tsunami, tsunami warning, typhoon, tornado, hurricane or named storms, flood, landslide, soil erosion, subsidence, washout, perils of the sea or other acts of God;
- (b) war (whether declared or undeclared), blockade, civil war, act of terrorism, invasion, revolution, insurrection, acts of public enemies, mobilization, civil commotion, riots, sabotage or assailing thieves;
- (c) (except in the circumstances set out in Clause 33.2(b)(ii)) acts of princes or rulers or acts of any Governmental Authority, or compliance with such acts, that directly affect the Affected Party's ability to perform its obligations hereunder;
- (d) plague or other epidemics or quarantines;
- (e) strike, lockout or industrial disturbance at the FSRU Site (except for local labour disputes); or
- (f) chemical or radioactive contamination or ionizing radiation.

#### 19.2 Events Not Force Majeure

The following events and circumstances shall not constitute an Event of Force Majeure:

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- (a) a Party's inability to finance its obligations under this Agreement or the unavailability of funds to pay amounts when due in the currency of payment;
- (b) the withdrawal, denial or expiration of or failure to obtain any approval, permit, license or consent of any Governmental Authority caused by: (i) actions, including a violation of or breach of the terms and conditions of any existing approval, permit, license or consent or other requirement of applicable Law; or (ii) the failure to apply for or follow the necessary procedures to obtain any approval, permit, license or consent or request, acquire or take all commercially reasonable actions to obtain the maintenance, renewal or reissuance of the same, in each case of or by the Affected Party (or any member of the Høegh LNG Group where Owner is the Affected Party or any Affiliate of Lessee where Lessee is the Affected Party);
- (c) changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions;
- (d) the breakdown or failure of machinery; and
- (e) any default or failure to perform by the Builder under the Shipbuilding Contract for any reason.

#### 19.3 Notice, Resumption of Normal Performance

As soon as possible upon the occurrence of an event that a Party considers may result in an Event of Force Majeure, and in any event within \*\*\*\*\* calendar days from the date of the occurrence of an Event of Force Majeure, the Affected Party shall give notice thereof to the other Party describing in reasonable detail:

- (a) the event giving rise to the potential or actual Event of Force Majeure claim, including but not limited to the place and time such event occurred;
- (b) to the extent known or ascertainable, the obligations which may be or have actually been delayed or prevented in performance and the estimated period during which such performance may be suspended or reduced, including the estimated extent of such reduction in performance; and
- (c) the particulars of the program to be implemented to ensure full resumption of normal performance hereunder.

Such notices shall thereafter be supplemented and updated at daily intervals during the period of such claimed Event of Force Majeure specifying the actions being taken to remedy the circumstances causing such Event of Force Majeure and the date on which such Event of Force Majeure and its effects end. The Affected Party shall use reasonable endeavours to mitigate the effects of such Event of Force Majeure and to resume normal performance under this Agreement as soon as reasonable practicable.

#### 19.4 Examination

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- (a) The Affected Party shall, at the request of the other Party, give or procure access if they are able so to do (at the expense and risk of the other Party) at all reasonable times for a reasonable number of representatives of such Party to examine the scene of the event and the facilities affected which gave rise to the Event of Force Majeure claim.
- (b) In case of an Event of Force Majeure, the Affected Party shall take all measures reasonable in the circumstances to overcome or rectify the Event of Force Majeure and its consequences and resume normal performance of this Agreement as soon as reasonably possible once the Event of Force Majeure has passed or been remedied; provided, however, that the settlement of any strike, lockout or industrial disturbance shall be in the sole discretion of such Party. To the extent that the Affected Party fails to use reasonable endeavours to overcome or mitigate the effects of an Event of Force Majeure, it shall not be excused for any delay or failure in performance that would have been avoided by using such reasonable endeavours.

#### 19.5 Termination for Event of Force Majeure

If one or more Events of Force Majeure prevents or delays the Affected Party from performing any of its obligations or undertakings under this Agreement for a period of \*\*\*\*\* months or more over a period of \*\*\*\*\* consecutive months, or for a period of \*\*\*\*\* months or more over a period of \*\*\*\*\* consecutive months, then either Party shall have the right to terminate this Agreement by giving \*\*\*\*\* days' prior notice in writing to the other Party without liability for either of the Parties, provided that:

- (a) if during the first \*\*\*\*\* consecutive days of an Event of Force Majeure affecting Owner, Owner has failed to diligently attempt to overcome the effects of the event, Lessee shall have the right to terminate this Agreement without liability for either of the Parties at the expiry of the \*\*\*\*\* day period; and
- (b) if Lessee elects to continue to pay Hire pursuant to Clause 19.6(b), Owner shall not have the right to terminate this Agreement pursuant to this Clause 19.5 for so long as Lessee continues to pay such Hire. If Lessee elects to cease to pay Hire, any termination of this Agreement shall be pursuant to this Clause 19.5. In such case, Lessee shall give Owner \*\*\*\*\* days' notice of such cessation during which time Hire shall continue to be payable and Owner shall be entitled to terminate this Agreement pursuant to this Clause 19.5 with immediate effect from the end of such \*\*\*\*\* day period.

#### 19.6 Vessel Remains on Hire

- (a) During the continuance of any Event of Force Majeure, save where such Event of Force Majeure is: (i) affecting the Vessel and (ii) covered by Owner's insurance (or would have been so covered had Owner been in full compliance with its obligations to maintain insurance in accordance with Clause 23), the Vessel shall remain on Hire except during any day (or part thereof) during which the Vessel would otherwise be Off-Hire for any other reason during such

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period or any parts thereof. During the continuance of any Event of Force Majeure affecting the Vessel where such Event of Force Majeure is covered by Owner's insurance (or would have been so covered had Owner been in full compliance with its obligations to maintain insurance in accordance with Clause 23), the Vessel shall be Off-Hire.

- (b) Notwithstanding the foregoing, unless Lessee elects otherwise, in case of one or more Events of Force Majeure Lessee's liability for the payment of Hire shall be limited to a period of up to \*\*\*\*\* months over a period of \*\*\*\*\* consecutive months and up to \*\*\*\*\* months over a period of \*\*\*\*\* consecutive months.

## 20. DEFAULT, REMEDIES AND RIGHTS OF TERMINATION

### 20.1 Lessee's Default

- (a) Owner shall be entitled to withdraw the Vessel from the service of Lessee and terminate this Agreement by written notice to Lessee with immediate effect upon Lessee's receipt of Owner's notice in the event that:
- (i) subject to Clause 12.5, Lessee fails to pay Hire on or before the Hire Invoice Due Date on \*\*\*\*\* or more separate occasions within any \*\*\*\*\* consecutive month period, provided that Owner exercises such right to terminate within \*\*\*\*\* days of the third such event occurring in such \*\*\*\*\* consecutive month period;
  - (ii) Lessee is in material breach of its obligations under this Agreement (other than those obligations referred to in the other provisions of this Clause 20.1(a)), and, if capable of cure, Lessee has failed to cure such breach, or has failed to take steps to cure such breach, within \*\*\*\*\* days after having been given written notice thereof by Owner;
  - (iii) Lessee suspends payment of its debts or is unable to pay its debts or is otherwise insolvent;
  - (iv) Lessee passes a resolution, commences proceedings, or has proceedings commenced against it, in the nature of bankruptcy or reorganization resulting from insolvency, liquidation or the appointment of a receiver, trustee in bankruptcy or liquidator of its undertakings or assets;
  - (v) Lessee enters into any composition or scheme or general arrangement with its creditor in circumstances where Clauses 20.1(a)(iii) and 20.1(a)(iv) apply;
  - (vi) Lessee makes an assignment, transfer or novation prohibited by this Agreement;
  - (vii) Lessee fails to deliver the Lessee Performance Security by the date specified in Clause 12.11(a) or if the Lessee Performance Security

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ceases to be in full force and effect and Lessee fails to replace such Lessee Performance Security within \*\*\*\*\* Banking Days of such event occurring, or Lessee fails to procure the replenishment or re-issue of the Lessee Performance Security within \*\*\*\*\* Banking Days of a claim thereunder as required under Clause 12.11(c);

- (viii) Lessee fails to deliver the Pre-VAD Lessee LOC by the date specified in Clause 12.10(a), or if the Pre-VAD Lessee LOC ceases to be in full force and effect and Lessee fails to replace such Pre-VAD Lessee LOC within \*\*\*\*\* Banking Days of such event occurring, or Lessee fails to procure the replenishment or re-issue of the Pre-VAD Lessee LOC within \*\*\*\*\* Banking Days of a claim thereunder as required under Clause 12.10(c), provided that in any case, Owner is not in breach of its obligations to pay the costs of the Pre-VAD Lessee LOC, as specified under Clause 12.10(a);
- (ix) the bank or financial institution that issues either the Lessee LOC or the Pre-VAD Lessee LOC ceases to meet the Minimum Credit Requirements, provided that Lessee shall have \*\*\*\*\* Banking Days to procure a new Lessee LOC or a new Pre-VAD Lessee LOC (provided Owner is not in breach of its obligations to pay the costs of the Pre-VAD Lessee LOC, as specified under Clause 12.10(a)) (as the case may be) from a bank or financial institution that meets the Minimum Credit Requirements (or, in the case of the Lessee LOC, provide alternative Lessee Performance Security up to the Lessee Performance Security Value); or
- (x) Lessee fails to comply with the business principles set forth in Clause 18,

provided that any such notice may only be served after any specified cure period has expired.

- (b) If an Event of Customer's Default occurs under the FSRU Operation and Services Agreement and Contractor exercises its right to terminate the FSRU Operation and Services Agreement as provided therein, and no other operation and services provider, which is in all ways suitable to perform the FSRU Services and acceptable to Lessee, Owner and the Approved Mortgagee (in each case in their sole discretion), is available to perform the FSRU Services following such termination, then this Agreement shall be deemed terminated pursuant to this Clause 20.1 at the time of termination of the FSRU Operation and Services Agreement.
- (c) Lessee shall be entitled to terminate this Agreement by written notice to Owner with immediate effect upon Owner's receipt of Lessee's notice in the event that one or more of the TUAs is terminated.

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20.2 Owner's Default

- (a) Lessee shall be entitled to terminate this Agreement by written notice to Owner with immediate effect upon Owner's receipt of Lessee's notice in the event that:
- (i) there is any change in the legal or disponent ownership of the Vessel other than as permitted under this Agreement;
  - (ii) the Classification Society suspends or removes the Vessel's class and, if capable of cure, Owner has failed to exercise due diligence to cure such default within \*\*\*\*\* days of such event occurring;
  - (iii) the Vessel ceases to be registered under the laws of the Registry (or such other country where it has otherwise been registered by mutual agreement of the Parties) and such default is not cured within \*\*\*\*\* days of such event occurring;
  - (iv) except as expressly permitted under this Agreement, and other than a Permitted Encumbrance, Owner has placed or permitted to exist an Encumbrance on or over the Vessel, this Agreement or the FSRU Operation and Services Agreement and has failed to remove such Encumbrance within \*\*\*\*\* days of being requested to do so by Lessee;
  - (v) the Vessel is arrested, other than as a result of acts, deeds or omission of or otherwise attributable to Lessee or Customer or any of their respective Affiliates, contractors, servants and subcontractors, and is not released for any reason from such arrest within \*\*\*\*\* days after being arrested, provided that only days when the Vessel is Off-Hire in accordance with Clause 13 by reason of such arrest shall be counted;
  - (vi) Owner fails to maintain any of the insurances it is obliged to maintain pursuant to Clause 23 and, if capable of cure, it has failed to cure such default within \*\*\*\*\* days after becoming aware thereof;
  - (vii) Owner is in material breach of any term or provision of this Agreement (other than those expressly mentioned in the other provisions of this Clause 20.2(a)) and, if capable of cure, Owner has failed to cure such breach within \*\*\*\*\* days after receipt of notice of such breach from Lessee;
  - (viii) an event of Prolonged Off-Hire occurs in accordance with, and subject to, the provisions of Clause 13.4;
  - (ix) Owner makes an assignment, transfer or novation prohibited by this Agreement;
  - (x) Owner or Höegh Performance Guarantor suspends payment of its debts or is unable to pay its debts or is otherwise insolvent;

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- (xi) Owner or Höegh Performance Guarantor passes a resolution, commences proceedings, or has proceedings commenced against it, in the nature of bankruptcy or reorganization resulting from insolvency, liquidation or the appointment of a receiver, trustee in bankruptcy or liquidator of its undertakings or assets;
- (xii) Owner or Höegh Performance Guarantor enters into any composition or scheme or general arrangement with its creditor in circumstances where Clauses 20.2(a)(x) and 20.2(a)(xi) apply;
- (xiii) Owner fails to deliver to Lessee the Höegh Performance Guarantee on the date specified in Clause 12.12(a);
- (xiv) the Höegh Performance Guarantor is in material breach of the Höegh Performance Guarantee and, if capable of cure, Höegh Performance Guarantor has failed to cure such breach, or has failed to take steps to cure such breach, within \*\*\*\*\* days after having been given written notice thereof by Lessee;
- (xv) the Höegh Performance Guarantee ceases to be in full force and effect (except in the case of the Höegh Performance Guarantee issued by Höegh LNG Holdings Ltd, to the extent that such Höegh Performance Guarantee is released in accordance with Clause 12.12(c));
- (xvi) the Höegh Performance Guarantor fails to meet the HPG Credit Tests and such failure is not remedied within \*\*\*\*\* days;
- (xvii) Owner or Höegh Performance Guarantor fails to pay any amount due under this Agreement within \*\*\*\*\* days after having been given written notice thereof by Lessee;
- (xviii) Lessee's right to terminate this Agreement has arisen in accordance with, and subject to, the provisions of Clause 4.7(b)(i); or
- (xix) Owner fails to comply with the business principles set forth in Clause 18,

provided that any such notice may only be served after any specified cure period has expired.

- (b) If an Event of Contractor's Default occurs under the FSRU Operation and Services Agreement and Customer exercises its right to terminate the FSRU Operation and Services Agreement as provided therein, and no other operation and services provider, which is in all ways suitable to perform the FSRU Services and acceptable to Lessee, Owner and the Approved Mortgagee (in each case in their sole discretion), is available to perform the FSRU Services following such termination, then this Agreement shall be deemed terminated

pursuant to this Clause 20.2 at the time of termination of the FSRU Operation and Services Agreement.

#### 20.3 Other Termination Rights

- (a) If the FSRU Operation and Services Agreement terminates or is terminated for any reason other than an Event of Customer's Default or an Event of Contractor's Default as referenced in Clauses 20.1(b) and 20.2(b), and no other operation and services provider, which is in all ways suitable to perform the FSRU Services and acceptable to Lessee, Owner and the Approved Mortgagee (in each case in their sole discretion), is available to perform the FSRU Services following such termination, then this Agreement shall be deemed terminated pursuant to this Clause 20.3(a) at the time of termination of the FSRU Operation and Services Agreement.
- (b) Lessee shall have the right to terminate this Agreement with immediate effect by written notice to the other Party in the circumstances set out in Clause 2.3(b).
- (c) Either Party shall have the right to terminate this Agreement with immediate effect by written notice to the other Party in the circumstances set out in Clause 2.3(c).
- (d) Owner shall have the right to terminate this Agreement with immediate effect by written notice to Lessee pursuant to Clause 4.7(f), if Lessee has failed to pay to Owner the amounts specified in Clause 4.7(g).
- (e) Lessee shall have the right to terminate this Agreement with immediate effect by written notice to Owner pursuant to Clause 4.7(f).
- (f) Either Party shall have the right to terminate this Agreement in the circumstances set out in Clause 19.5.
- (g) This Agreement shall terminate automatically in the circumstances set out in Clause 14.
- (h) Either Party shall have the right to terminate this Agreement in accordance with, and subject to, the provisions of Clause 33.2.
- (i) If either Party serves a notice pursuant to Clause 3.3(a), this Agreement shall terminate on the First Early Termination Date.
- (j) If either Party serves a notice pursuant to Clause 3.3(b), this Agreement shall terminate on the Second Early Termination Date.

#### 20.4 Without Prejudice

On termination of this Agreement prior to the expiry of the Term pursuant to this Clause 20, this Agreement shall cease to have any force and effect and the Parties shall cease to have any rights or obligations under this Agreement, save that:

- (a) the termination of this Agreement shall be without prejudice to any rights, obligations, and remedies arising out of or concerning this Agreement that have vested, matured, or accrued to any Party before the date of the termination;
- (b) the provisions of Clause 32 shall survive the termination of this Agreement for the period specified in Clause 32 (together with any other provisions of this Agreement that are necessary for the interpretation and enforcement of the Parties' rights and obligations under such Clause); and
- (c) the provisions of Clauses 20.5 and 26 shall survive the termination of this Agreement until all amounts payable under Clause 20.5 have been paid in full (together with any other provisions of this Agreement that are necessary for the interpretation and enforcement of the Parties' rights and obligations under such Clause, including without limitation the provisions of Clauses 22 and 26).

20.5 Consequences of Termination

- (a) If this Agreement is terminated by Owner pursuant to Clause 20.1(a), is deemed terminated pursuant to Clause 20.1(b) or is terminated by Lessee pursuant to Clause 20.1(c) or where this Clause 20.5(a) applies pursuant to Clause 20.5(e)(i) or Clause 20.5(e)(iii) (subject to the terms thereof), Clause 20.5(f)(ii) or clause 22.5(a) of the FSRU Operation and Services Agreement, Lessee shall pay to Owner the aggregate of:
  - (i) subject to Clause 26.2, an amount in damages in respect of any losses that Owner may incur as a result of the termination of this Agreement, including but not limited to:
    - (A) any loss of anticipated profit or revenue of Owner (taking into account issues such as Owner's ability to re-market the Vessel for other projects or employment within a reasonable period of time based on market conditions and the availability of vessels at the relevant time (and the commercial, technical and political risks associated with any such other projects or employment), the likely hire which Owner would be able to earn if the Vessel were to be redeployed within such reasonable period of time); and
    - (B) any costs incurred by Owner and/or its Affiliates in re-marketing the Vessel for further employment;
  - (ii) if Lessee has exercised the Hard Arms Optional Change and as at the date of termination Lessee has not paid the Hard Arms Optional Change Amount in full, an amount equal to the Hard Arms Optional Change Amount minus the aggregate amount of Daily Hard Arms Reimbursement which has been paid by Lessee to Owner as at the date of termination of this Agreement pursuant to Clause 11.1(d)(i) (such amount being the "**Hard Arms Optional Change Settlement Amount**");

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

- (iii) if Lessee has exercised the MSO Optional Change and as at the date of termination Lessee has not paid the MSO Optional Change Amount in full, an amount equal to:
  - (A) the MSO Optional Change Amount; minus
  - (B) the aggregate amount of Daily MSO Reimbursement which has been paid by Lessee to Owner as at the date of termination of this Agreement pursuant to Clause 11.1(d)(ii) excluding the portions of such Daily MSO Reimbursement corresponding to interest payments paid as at the date of termination (which interest payments shall be calculated on a daily basis and assuming a daily interest rate equivalent to a rate of \*\*\*\*\* per cent (\*\*\*\*\*%) per annum on the outstanding MSO Optional Change Amount),(such amount being the "**MSO Optional Change Settlement Amount**");
- (iv) if Lessee has become liable to pay Standby Hire and as at the date of termination Lessee has not paid the Standby Hire in full, an amount equal to:
  - (A) any Standby Hire accrued pursuant to Clause 4.5(c); minus
  - (B) the aggregate amount of Daily Standby Rate Reimbursement which has been paid to Owner as at the date of termination of this Agreement pursuant to Clause 11.1(e) excluding the portions of such Daily Standby Rate Reimbursement paid as at the date of termination of this Agreement corresponding to interest payments pursuant to Clause 11.1(e),(such amount being the "**Standby Hire Settlement Amount**");
- (v) if Lessee has become liable to pay Accrued Hire and as at the date of termination Lessee has not paid the Accrued Hire in full, an amount equal to:
  - (A) any Accrued Hire arising pursuant to Clause 4.7(d); minus
  - (B) the aggregate amount of Daily Accrued Hire Reimbursement which has been paid by Lessee to Owner as at the date of termination of this Agreement pursuant to Clause 11.1(f) excluding the portions of such Daily Accrued Hire Reimbursement paid as at the date of termination of this Agreement corresponding to interest payments pursuant to Clause 11.1(f),

(such amount being the "**Accrued Hire Settlement Amount**"); and

- (vi) if Lessee has become liable to reimburse Owner for the Pre-VAD Lessee LOC Costs and as at the date of termination Lessee has not paid the Pre-VAD Lessee LOC Costs in full, an amount equal to:
  - (A) the Pre-VAD Lessee LOC Costs; minus
  - (B) the aggregate amount of Daily Pre-VAD LOC Reimbursement which has been paid by Lessee to Owner as at the date of termination of this Agreement pursuant to Clause 11.1(g) excluding the portions of such Daily Pre-VAD LOC Reimbursement paid as at the date of termination of this Agreement corresponding to interest payments pursuant to Clause 11.1(g),

(such amount being the "**Pre-VAD Lessee LOC Settlement Amount**").

- (b) If this Agreement is terminated by Lessee pursuant to Clause 20.2(a) or is deemed terminated pursuant to Clause 20.2(b) or where this Clause 20.5(b) applies pursuant to Clause 20.5(f)(i) or clause 22.5(b) of the FSRU Operation and Services Agreement:
  - (i) subject to Clause 26.2, Owner shall pay to Lessee an amount in damages in respect of any losses that Lessee may incur as a result of the termination of this Agreement and that Customer may incur as a result of the termination of the FSRU Operation and Services Agreement, including but not limited to:
    - (A) any amounts which Lessee is or becomes liable to pay to a Terminal User under or as a result of the termination of any one or more of the TUAs; and
    - (B) any loss of anticipated profit or revenue of Lessee (taking into account issues such as Lessee's ability to procure another floating storage and regasification vessel which would be suitable for and capable of being used in the Project with similar technical characteristics and commercial conditions, based on the market conditions and availability of such vessels at the relevant time);
  - (ii) unless this Agreement has been terminated pursuant to Clauses 4.7(b)(i) and 20.2(a)(xviii) or Clause 20.3(g), if Lessee has exercised the Hard Arms Optional Change and as at the date of termination Lessee has not paid the Hard Arms Optional Change Amount in full, Lessee shall pay to Owner an amount equal to the Hard Arms Optional Change Settlement Amount;
  - (iii) unless this Agreement has been terminated pursuant to Clauses 4.7(b)(i) and 20.2(a)(xviii) or Clause 20.3(g), if Lessee has exercised the MSO Optional Change and as at the date of termination Lessee has not paid

the MSO Optional Change Amount in full, Lessee shall pay to Owner an amount equal to the MSO Optional Change Settlement Amount;

- (iv) unless this Agreement has been terminated pursuant to Clauses 4.7(b)(i) and 20.2(a)(xviii), if Lessee has become liable to pay Standby Hire and as at the date of termination Lessee has not paid the Standby Hire in full, Lessee shall pay to Owner an amount equal to the Standby Hire Settlement Amount;
- (v) unless this Agreement has been terminated pursuant to Clauses 4.7(b)(i) and 20.2(a)(xviii), if Lessee has become liable to pay Accrued Hire and as at the date of termination Lessee has not paid the Accrued Hire in full, Lessee shall pay to Owner an amount equal to the Accrued Hire Settlement Amount; and
- (vi) unless this Agreement has been terminated pursuant to Clauses 4.7(b)(i) and 20.2(a)(xviii), if Lessee has become liable to reimburse Owner for the Pre-VAD Lessee LOC Costs and as at the date of termination Lessee has not paid the Pre-VAD Lessee LOC Costs in full, Lessee shall pay to Owner an amount equal to the Pre-VAD Lessee LOC Settlement Amount,

provided that, without prejudice to the terms of Clause 26.2, either Party shall be entitled to set off any amounts owed by it to the other Party against any amounts owed by the other Party to it under this Clause 20.5(b).

- (c) If this Agreement is terminated or is deemed terminated pursuant to Clauses 20.3(b), 20.3(c), 20.3(f), 20.3(h), 20.3(i) or 20.3(j) or where this Clause 20.5(c) applies pursuant to Clauses 20.5(e)(ii) or 20.5(f)(iii) or clause 22.5(c) of the FSRU Operation and Services Agreement, save as set out in Clause 20.4 and 20.5(d), neither Party shall have any liability to the other Party, except that:
  - (i) unless this Agreement has been terminated pursuant to Clauses 20.3(b), 20.3(c) or 20.3(g), if Lessee has exercised the Hard Arms Optional Change and as at the date of termination Lessee has not paid the Hard Arms Optional Change Amount in full, Lessee shall pay to Owner an amount equal to the Hard Arms Optional Change Settlement Amount;
  - (ii) unless this Agreement has been terminated pursuant to Clauses 20.3(b), 20.3(c) or 20.3(g), if Lessee has exercised the MSO Optional Change and as at the date of termination Lessee has not paid the MSO Optional Change Amount in full, Lessee shall pay to Owner an amount equal to the MSO Optional Change Settlement Amount;
  - (iii) if Lessee has become liable to pay Standby Hire and as at the date of termination Lessee has not paid the Standby Hire in full, Lessee shall pay to Owner an amount equal to the Standby Hire Settlement Amount;
  - (iv) if Lessee has become liable to pay Accrued Hire and as at the date of termination Lessee has not paid the Accrued Hire in full, Lessee shall

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

pay to Owner an amount equal to the Accrued Hire Settlement Amount; and

- (v) if Lessee has become liable to reimburse Owner for the Pre-VAD Lessee LOC Costs and as at the date of termination Lessee has not paid the Pre-VAD Lessee LOC Costs in full, Lessee shall pay to Owner an amount equal to the Pre-VAD Lessee LOC Settlement Amount.
- (d) If this Agreement is terminated pursuant to Clause 20.3(b) or 20.3(c), and: (i) Lessee has exercised MSO Optional Change, Lessee shall pay to Owner the cancellation fee set out in Schedule 2; and/or (ii) Lessee has exercised the Hard Arms Optional Change, Lessee shall pay to Owner the cancellation fee set out in Schedule 2.
- (e) If this Agreement is terminated pursuant to Clauses 20.3(d) or 20.3(e):
  - (i) where Lessee's liability to pay the Deemed Rate in respect of the first \*\*\*\*\* days referred to in Clause 4.7(f) (excluding any days on which Lessee become liable to pay the Deemed Rate due to Adverse Metocean Conditions) is exclusively due to one or more ILA Excusable Event(s), Clause 20.5(a) shall apply;
  - (ii) where Lessee's liability to pay the Deemed Rate in respect of the first \*\*\*\*\* days referred to in Clause 4.7(f) (but excluding any days on which Lessee become liable to pay the Deemed Rate due to Adverse Metocean Conditions) is exclusively due to one or more Event(s) of Force Majeure, Clause 20.5(c) shall apply; or
  - (iii) where Lessee's liability to pay the Deemed Rate in respect of the first \*\*\*\*\* days referred to in Clause 4.7(f) (but excluding any days on which Lessee become liable to pay the Deemed Rate due to Adverse Metocean Conditions) is partially due to one or more ILA Excusable Event(s) and partially due to one or more Event(s) of Force Majeure, Clause 20.5(a) shall apply, save that the amount in damages which Lessee is required to pay to Owner pursuant to Clause 20.5(a)(i) shall be proportionately reduced in accordance with the following formula:

\*\*\*\*\*

Where:

\*\*\*\*\* is the total amount of damages that Lessee would be required to pay to Owner as a result of the termination of this Agreement pursuant to Clause 20.5(a)(i) and subject to Clause 26.2; and

\*\*\*\*\* is the number of days in the first \*\*\*\*\* days referred to in Clause 4.7(f) (but excluding any days on which Lessee become liable to pay the Deemed Rate due to Adverse Metocean Conditions) in respect of which

Lessee was required to pay the Deemed Rate due to one or more ILA Excusable Event(s).

- (f) If this Agreement terminates pursuant to Clause 20.3(g):
  - (i) where the loss of the Vessel was caused by the act or omission or negligence of Owner or Contractor or any of their respective Affiliates, contractors, servants and subcontractors, Clause 20.5(b) shall apply;
  - (ii) where the loss of the Vessel was caused by the act or omission or negligence of Lessee or Customer or any of their respective Affiliates, contractors, servants and subcontractors (but excluding for the avoidance of doubt any Shuttle Tanker), Clause 20.5(a) shall apply;
  - (iii) where the loss of the Vessel occurs for any other reason, Clause 20.5(c) shall apply.
- (g) Upon termination of this Agreement, Owner shall, as soon as reasonably practical, and in compliance with safety and other applicable regulations, remove the Vessel from the FSRU Site and Lessee shall provide all necessary cooperation to facilitate such removal, provided that if this Agreement is terminated pursuant to Clause 20.2(a) or deemed terminated pursuant to Clause 20.2(b), Lessee shall not be liable for any costs or expenses associated with the removal or export of the Vessel.

## **21. REPRESENTATIONS AND WARRANTIES**

### **21.1 Lessee's Representations and Warranties**

Lessee represents and warrants to Owner that, as at the date of this Agreement:

- (a) it is a legal entity duly organised and in good standing under the laws of its country of organization and has the corporate power and authority to enter into and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations applicable to it and the obligations are in full force and effect in accordance with their terms, and the delivery and performance by Lessee of this Agreement will not contravene any Law of any Governmental Authority, having jurisdiction over Lessee;
- (c) it has not taken nor to its knowledge has it omitted to take any actions which would adversely affect the enforceability of this Agreement against it or the rights of Owner under the terms of this Agreement; and
- (d) this Agreement, its execution, delivery and performance will not conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which Lessee is a party or its property is bound.

## 21.2 Owner's Representations and Warranties

Owner represents and warrants to Lessee that, as at the date of this Agreement:

- (a) it is a legal entity duly organised and in good standing under the laws of its country of organization and has the corporate power and authority to enter into and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations applicable to it and the obligations are in full force and effect in accordance with their terms, and the delivery and performance by Owner of this Agreement will not contravene any Law of any Governmental Authority, having jurisdiction over Owner or the Vessel;
- (c) it has not taken nor to its knowledge has it omitted to take any actions which would adversely affect the enforceability of this Agreement against it or the rights of Lessee under the terms of this Agreement;
- (d) this Agreement, its execution, delivery and performance will not conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which Owner is a party or its property or the Vessel is bound; and
- (e) it is not party to any contract or agreement with the Thermal Generators.

## 22. INDEMNIFICATION

### 22.1 Indemnification by Owner

Owner shall protect, defend, indemnify and hold Lessee 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 Lessee Indemnified Party arising out of, attributable to or in connection with any of the following:

- (a) any damage to or loss of the Vessel and any other of its property, or that of any Owner Indemnified Party, and personal injury or death (including fatal injury, illness or disease) of its employees or its servants, or those of any Owner Indemnified Party, regardless of cause or whether or not the negligence, act, omission, default, error or breach by such Lessee Indemnified Party caused or contributed to such Damages; and
- (b) any and all damage or harm to the environment, including fines imposed by a Governmental Authority, including Damages for control, removal, remediation, restoration and clean-up of all pollution or contamination, arising from or on account of pollution or contamination resulting from fire, blowout, cratering, seepage, leakage or any other uncontrolled or unlawful flow of liquids, Gas, water or other substances, which originates from the Vessel or the property of any Owner Indemnified Party used in connection with this Agreement,

including spills or leaks of fuel, lubricants, oils, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, or from any other equipment or materials in the possession or control of any Owner Indemnified Party, regardless of fault.

## 22.2 Indemnification by Lessee

Lessee shall protect, defend, indemnify and hold Owner 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 Owner Indemnified Party arising out of, attributable to or in connection with any of the following:

- (a) any damage to or loss of the Customer's Topside Facilities, the Jetty and any other of its property, or that of any Lessee Indemnified Party, and personal injury or death (including fatal injury, illness or disease) of its employees or its servants, or those of any Lessee Indemnified Party or any person selected by Lessee to attend installation and tests pursuant to Clauses 4.3, 4.4 or 4.6, regardless of cause or whether or not the negligence, act, omission, default, error or breach by such Owner Indemnified Party caused or contributed to such Damages; and
- (b) any and all damage or harm to the environment, including fines imposed by a Governmental Authority, including Damages for control, removal, remediation, restoration and clean-up of all pollution or contamination, arising from or on account of pollution or contamination resulting from fire, blowout, cratering, seepage, leakage or any other uncontrolled or unlawful flow of liquids, Gas, water or other substances, which originates from the Customer's Topside Facilities, the Jetty, the pipeline from the Jetty to the national grid infrastructure or the property of any Lessee Indemnified Party used in connection with this Agreement, including spills or leaks of fuel, lubricants, oils, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, or from any other equipment or materials in the possession or control of any Lessee Indemnified Party, regardless of fault.

## 22.3 Remediation

- (a) Lessee (or any of its Affiliates) shall have the right, but not the obligation, to take any steps that are reasonably necessary in connection with remediating or cleaning up any damage or harm to the environment attributable to any Owner Indemnified Party.
- (b) Subject to Clause 22.3(c), to the extent that any Owner Indemnified Party has responsibility under this Agreement for such damage or harm, Owner shall reimburse Lessee (or its Affiliates) such remediation and/or clean-up costs and Lessee (and its Affiliates) shall not have any liability with respect to such remediation and/or clean-up actions.
- (c) Owner shall not be obliged to reimburse Lessee or its Affiliates and Lessee (and its Affiliates) shall not be excused from liability pursuant to Clause 22.3(b) to the extent Lessee's or its Affiliates' actions cause further damage or harm, unless (subject to Clause 22.3(d)):

- (i) Lessee's or its Affiliates' actions have been taken with the prior written consent of Owner;
  - (ii) Lessee or its Affiliates are under a legal requirement pursuant to the Laws of Colombia to undertake such remediation actions; or
  - (iii) Lessee's or its Affiliates' actions are conducted in cooperation with Owner's P&I club and any relevant Governmental Authority.
- (d) Notwithstanding Clause 22.3(c), if Lessee or its Affiliates have acted with Gross Negligence/Wilful Misconduct in carrying out the actions referred to in Clause 22.3(c)(i)-(iii), Owner shall not be obliged to reimburse Lessee or any of its Affiliates and Lessee (and its Affiliates) shall not be excused from liability pursuant to Clause 22.3(b) to the extent Lessee's or its Affiliates' actions cause further damage or harm.
- (e) The performance or non-performance of any such actions by Lessee (or its Affiliates) shall not relieve Owner of any of Owner's obligations under this Agreement and shall be without prejudice to any other rights or remedies of any Lessee Indemnified Party under this Agreement or otherwise.

#### 22.4 Third Party Claims

- (a) Each Party (first Party) shall hold harmless and indemnify the other Party (second Party) 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 that second Party (and/or, which may be imposed on the Contractor (where Owner is the second Party) and/or Customer (where Lessee is the second Party)) in respect of loss or damage to the property and/or personal injury or death (including fatal injury, illness or disease) of the personnel or servants of any Third Party, to the extent such Damages are caused by the first Party.
- (b) For the purposes of this Clause 22.4, the Builder shall not be considered a Third Party, but Owner shall indemnify and hold harmless Lessee 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 Lessee in respect of loss or damage to the property and/or personal injury or death (including fatal injury, illness or disease) of the personnel or servants of the Builder, arising in connection with the Vessel.

#### 22.5 No Limitation

The aggregate payment due by either Party under this Clause 22 shall be without monetary limitation. The Parties shall procure and maintain, at their own cost, valid and enforceable insurances at reasonable commercial levels to cover their obligations under Clauses 22.1 and 22.4 (in the case of Owner) (the "**Compulsory Insurances**") and Clauses 22.2 and 22.4 (in the case of Lessee).

## 23. INSURANCE

### 23.1 Insurance Requirements

Owner shall procure and maintain insurance on the Vessel at Owner's expense in accordance with the requirements set out in Clause 22.5 and Schedule 3 on and from the Delivery Date to the end of the Term. On or before the Delivery Date, and thereafter on each renewal of such insurances, Owner shall provide Lessee with a true copy of the insurance certificates, cover notes or certificates of entry, showing that such insurance cover will be effective on and from the Delivery Date. Subject to Clause 23.6, Lessee and Contractor shall be noted and named as co-assured under such insurances for their respective rights and interests as they may appear including (for the avoidance of doubt) P&I, and for Lessee only as per standard protective co-insurance provisions.

### 23.2 No Subrogation

- (a) No Owner Indemnified Party or insurers under the insurances referred to in Clause 23.1 shall have any right of recovery or subrogation against any Lessee Indemnified Party on account of any loss or claim for which Owner is required to indemnify a Lessee Indemnified Party in accordance with Clause 22.1.
- (b) No Lessee Indemnified Party or insurers under the insurances referred to in Clause 22.5 shall have any right of recovery or subrogation against any Owner Indemnified Party on account of any loss or claim for which Lessee is required to indemnify an Owner Indemnified Party in accordance with Clause 22.2.

### 23.3 Total Loss

- (a) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances provided in Clause 23, all insurance payments for such loss shall be paid to Owner, who, subject to Clause 23.6, shall distribute the moneys between themselves and Lessee according to their respective interests.
- (b) Lessee shall upon the request of Owner, promptly execute such documents as may be required to enable Owner to abandon the Vessel to the insurers and claim a constructive total loss.

### 23.4 Reimbursement by Owner

If any costs incurred by Lessee are not indemnifiable in full by Owner under Clause 22.1 of this Agreement but which costs can be recovered under the Compulsory Insurances, Owner shall make a claim under the Compulsory Insurances on behalf of Lessee, and the amounts recovered shall be paid by Owner to Lessee immediately following such recovery (less any reasonable legal costs incurred in making such recovery).

### 23.5 Claims

Owner shall diligently pursue all claims which can be made under the Compulsory Insurances. Owner shall notify Lessee of the amount and the nature of any expected or actual claims and recoveries.

23.6 Lessee's interest in the Vessel

It is expressly agreed between the Parties that until such time as the Purchase Option has been completed, if applicable, and title to the Vessel has been transferred to the Lessee, the Lessee shall have no interest in the Vessel, or in any insurance payments made in respect of the Vessel, including without limitation.

**24. NOVATION AND ASSIGNMENT**

24.1 Lessee's Right of Novation

Save as set out in Clause 24.2, Lessee may assign, transfer or novate its rights and obligations under this Agreement to any third party with the prior written consent of Owner, such consent not to be unreasonably withheld, conditioned or delayed. It shall be reasonable for Owner to withhold or to condition its consent to a proposed assignment, transfer or novation to a proposed transferee *inter alia* if:

- (a) the creditworthiness of either the third party transferee or, if the third party transferee will provide a guarantee, the creditworthiness of any guarantor of the obligations of the third party transferee is not reasonably satisfactory to Owner;
- (b) the third party transferee or any affiliate of the third party transferee is involved in an actual or threatened legal dispute or arbitration with Owner or any Affiliate of Owner;
- (c) it would be unlawful or contrary to applicable sanctions affecting Owner or any Affiliate of Owner for Owner to lease the Vessel to the third party transferee;
- (d) the third party transferee is not able to demonstrate to Owner's reasonable satisfaction that it has the experience required to fulfil the obligations of Lessee under this Agreement; or
- (e) Owner has concerns relating to the transfer of the Purchase Option and/or the sale of the Vessel to the third party transferee; or
- (f) the third party transferee is a competitor of Owner or of one or more of Owner's Affiliates, in Owner's reasonable opinion.

In the event that Lessee wishes to assign, transfer or novate this Agreement under this Clause 24.1, and has received the consent of Owner, Owner shall:

- (a) execute a Novation Deed with Lessee and the novatee; and
- (b) do all such other acts and things as may reasonably be required by Lessee to effect the novation.

Lessee shall compensate Owner for any legal or other directly related costs incurred in documenting and executing the Novation Deed to effect a novation under this Clause 24.1.

24.2 Lessee's Right of Assignment

Lessee may assign its rights (but not transfer its obligations) under this Agreement to:

- (a) an Affiliate of Lessee without Owner's consent, provided that Lessee shall always remain responsible for due fulfilment of this Agreement notwithstanding such assignment; and/or
- (b) Lessee's lenders under a limited recourse financing, if applicable,

provided however that, notwithstanding the foregoing, Lessee shall not under any circumstances be entitled to assign its rights under Clause 5 to any Person, including any Affiliate or financier of Lessee unless with Owner's consent, which consent may be given or withheld by Owner at Owner's sole discretion.

24.3 Owner's Right of Novation

Save for any Approved Mortgage, Owner may assign, transfer or novate its rights and obligations under this Agreement to any third party with the prior written consent of Lessee, such consent not to be unreasonably withheld, conditioned or delayed. It shall be reasonable for Lessee to withhold or to condition its consent to a proposed transfer or novation to a proposed transferee *inter alia* if:

- (a) the creditworthiness of either the third party transferee or, if the third party transferee will provide a guarantee, the creditworthiness of any guarantor of the obligations of the third party transferee is not reasonably satisfactory to Lessee;
- (b) the third party transferee or any affiliate of the third party transferee is involved in an actual or threatened legal dispute or arbitration with Lessee or any Affiliate of Lessee;
- (c) it would be unlawful or contrary to applicable sanctions affecting Lessee or any Affiliate of Lessee for the third party transferee to lease the Vessel to Lessee; or
- (d) the third party transferee is not able to demonstrate to Lessee's reasonable satisfaction that it has the experience required to fulfil the obligations of Owner under this Agreement.

In the event that Owner wishes to assign, transfer or novate this Agreement, and has received the consent of Lessee:

- (a) Lessee shall execute a Novation Deed with Owner and the novatee and do all such other acts and things as may reasonably be required by Owner to effect the novation; and
- (b) Owner shall transfer the title to the Vessel to such novatee.

Owner shall compensate Lessee for any legal or other directly related costs incurred (including taxes) in documenting and executing the Novation Deed to effect a novation under this Clause 24.3.

For the avoidance of doubt, nothing contained in this Agreement shall operate to prohibit or otherwise restrict any transfer of shares in Owner to Höegh LNG Partners LP or its Affiliates.

24.4 Owner's Right of Assignment

Owner may assign its rights (but not transfer its obligations) under this Agreement to:

- (a) an Affiliate of Owner without Lessee's consent, provided that Owner shall always remain responsible for due fulfilment of this Agreement notwithstanding such assignment; and/or
- (b) subject to Clause 25.4, the Approved Mortgagee by way of security, provided any claims and encumbrances arising from such assignment and/or grant of a security interest by Owner shall be subject to the terms of the Approved Mortgagee's Direct Agreement.

**25. LIENS AND MORTGAGE**

25.1 Owner's Liens

Subject to Clause 25.4, Owner shall not have, or allow any third party (claiming through Owner) to have, any Encumbrance on the Vessel, any cargoes, or fuel, or any sums payable to Lessee or with respect to the sale of regasified LNG discharged by the Vessel, without the prior consent of Lessee, other than any Permitted Encumbrance.

25.2 Lessee's Liens

Lessee shall not have, or allow any third party (in their dealings with Lessee) to have, a lien on the Vessel.

25.3 Release of Lien

In the event that any lien shall attach by operation of Law or in violation of this Clause 25, Owner and/or Lessee, as the case may be, shall take such steps as reasonably necessary to ensure that the lien does not interfere with the Vessel's operations or with Lessee's right to the Vessel and its cargo or Redelivery and export of the Vessel from Colombia and to effect prompt release of such lien prior to the enforcement thereof.

25.4 Mortgage

As a condition for the effectiveness of any Approved Mortgage, Owner shall cause that the Approved Mortgagee shall enter into an Approved Mortgagee's Direct Agreement with Lessee.

**26. EXCLUSIONS, LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES**

26.1 No Consequential Loss

Except as otherwise expressly provided in this Agreement, neither Party shall be liable to the other Party for any Consequential Loss suffered or incurred by the other Party.

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

26.2 Cumulative cap on liability

- (a) Subject to Clauses 26.2(b) and 26.2(c), but notwithstanding any other provision of this Agreement or the FSRU Operation and Services Agreement:
  - (i) the aggregate, cumulative total liability of Lessee under or in connection with this Agreement and of Customer under or in connection with the FSRU Operation and Services Agreement howsoever arising, whether in contract, tort (including negligence) or otherwise arising at law, shall in no event exceed an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*); and
  - (ii) the aggregate, cumulative total liability of Owner under or in connection with this Agreement and of Contractor under or in connection with the FSRU Operation and Services Agreement howsoever arising, whether in contract, tort (including negligence) or otherwise arising at law, shall in no event exceed an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*). For avoidance of doubt if, following total loss of the Vessel, Owner decides to procure a replacement Vessel, costs associated with the procurement of such replacement Vessel will not count toward the above liability limit.
- (b) Subject to Clause 26.2(c), but notwithstanding any other provision of this Agreement or the FSRU Operation and Services Agreement:
  - (i) the cap specified in Clause 26.2(a)(i) shall be increased to \*\*\*\*\* Dollars (USD \*\*\*\*\*) in the event of Gross Negligence/Wilful Misconduct of Lessee and/or Customer; and
  - (ii) the cap specified in Clause 26.2(a)(ii) shall be increased to \*\*\*\*\* Dollars (USD \*\*\*\*\*) in the event of Gross Negligence/Wilful Misconduct of Owner and/or Contractor.
- (c) The provisions of Clauses 26.2(a) and 26.2(b) shall not apply to any payments made under the indemnity provisions in Clause 22 and/or clause 24 of the FSRU Operation and Services Agreement, or to the payment of Hire, Standby Hire and Accrued Hire earned by Owner under this Agreement and/or the payment of any amounts in respect of the MSO Optional Change, the Hard Arms Optional Change or the Pre-VAD Lessee LOC Costs and/or the payment of the Daily Fee earned by Contractor under the FSRU Operation and Services Agreement.

26.3 Liquidated Damages

It is understood and agreed by the Parties that, notwithstanding anything to the contrary in this Agreement, the payment of sums specified as liquidated damages in this Agreement is in lieu of actual damages for any losses in respect of any event in respect of which such liquidated damages are payable and that, subject to Clause 20 and any other express provisions of this Agreement, recovery of such liquidated damages is the sole remedy of the Party being entitled to liquidated damages in respect of any event in

respect of which such liquidated damages are payable. To the extent permitted by applicable Law, the Party being liable to pay liquidated damages waives any defence as to the validity of the liquidated damages specified in this Agreement on the grounds that such liquidated damages are void as penalties. In the event that such amounts are declared or agreed not to be liquidated damages then, the liability of the Party being liable to pay liquidated damages to pay actual damages in respect thereof shall be capped at an amount equivalent to the amount which would otherwise have been paid as liquidated damages.

## **27. REMEDIES AND WAIVER**

### **27.1 Remedies**

Except as otherwise expressly stated in this Agreement, the rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

For the avoidance of doubt, when under the terms of this Agreement a particular remedy is described as the "sole and exclusive remedy" of a Party for a particular event, circumstance or breach, such remedy shall, save for any specified exceptions, be the sole and exclusive remedy of such Party to the exclusion of any other remedy whatsoever which may otherwise have been available to it whether under this Agreement, in tort (including negligence) or otherwise arising at law.

### **27.2 Waiver**

A waiver of any term, provision or condition of, or consent granted under, this Agreement shall be effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

### **27.3 Waiver of claims against the Thermal Generators**

Owner hereby irrevocably waives any actual or future claim it may have against the Thermal Generators in respect of any breach of the terms of this Agreement.

Lessee hereby warrants that the TUAs with the Thermal Generators contain confirmation from the Thermal Generators that they waive any actual or future claim they may have against Owner in respect of any breach of the terms of this Agreement.

## **28. CONSTRUCTION**

### **28.1 Entire Agreement**

This Agreement comprises the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior communications, understandings

and agreements between the Parties, whether written or oral, expressed or implied, with regard to said subject matter.

28.2 Independent Construction

No provision of this Agreement shall be interpreted or construed against a Party because that Party or its legal representative drafted the provision.

28.3 Severability

All provisions of this Agreement are severable, and the unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**29. NOTICES**

29.1 Address for Notices

Any notice to be given, or required to be given, by either Party to the other Party hereunder, shall be sent by fax, registered mail, e-mail or registered airmail to the following addresses:

Notice to Owner:

Prior to the Delivery Date:

Vegard Hellekleiv

Drammensveien 134

0212 Oslo

Tel: +47 975 57 447

Fax: + 47 975 57 401

Email: [vegard.hellekleiv@hoeghln.com](mailto:vegard.hellekleiv@hoeghln.com)

After the Delivery Date:

Rune Karlsen

Drammensveien 134

0212 Oslo

Tel: +47 975 57 450

Fax: + 47 975 57 401

Email: rune.karlsen@hoeghln.com

Copy to: Ragnar Wisløff (ragnar.wisloff@hoeghln.com)

Notice to Lessee:

José Luis Montes Gómez

SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P

Calle 66 No. 67-123

Barranquilla

Colombia

Tel: +57 5 371 3217

Email: Jose.Montes@promigas.com

or to such other addresses as the Parties may respectively from time to time designate by notice in writing. Any failure to transmit a copy of the notice to a Party listed as entitled to receive a copy shall not in any way affect the validity of any notice otherwise properly given as provided in this Clause 29.

29.2 Receipt of Notices

Any notice required to be given pursuant to this Agreement shall be deemed to be duly received only:

- (a) in the case of a letter, whether delivered in course of the post or by hand or by courier, at the date and time of its actual delivery if within normal business hours (09:00 - 17:00) on a working day at the place of receipt, otherwise at the commencement of normal business on the next such working day; and
- (b) in the case of a facsimile or e-mail, at the time of transmission recorded on the message if such time is within normal business hours (09:00 - 17:00) on a working day at the place of receipt, otherwise at the commencement of normal business hours on the next such working day.

29.3 Communications

Unless otherwise expressly provided in this Agreement, all notices, approvals, agreements, rejections, requests, consents, elections, instructions, designations, authorizations, responses, and all other communications required to be given by either Owner or Lessee to the other one under or in connection with this Agreement shall be in writing and in the English language.

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### 30. GOVERNING LAW AND DISPUTE RESOLUTION

#### 30.1 Governing Law

This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

#### 30.2 Expert Determination

- (a) In the event that a Technical Dispute arises between the Parties, and the Parties have been unable to resolve such matter within \*\*\*\*\* days of service of a dispute notice, the Parties agree to refer the dispute or difference for determination to an expert who meets the Expert Criteria (the "**Expert**").
- (b) The identity of the Expert and the terms of appointment are to be agreed by the Parties, provided that the Expert agreed by the Parties meets the Expert Criteria. If agreement on appointment (and its terms) is not reached within \*\*\*\*\* days of the decision to refer the dispute to an Expert, either Party can apply to the ICC, to appoint an expert who meets the Expert Criteria. To the extent the terms of appointment of the Expert are not agreed by the Parties, the Expert shall decide the terms of his appointment.
- (c) In making a determination the Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error and/or fraud) be final and binding on the Parties.
- (d) The Expert shall provide his determination within \*\*\*\*\* months of the matter being referred to him and shall give reasons for his determination.
- (e) In the event the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by Clause 30.2(d), then either Party may apply to the ICC to discharge the Expert and to appoint a replacement Expert who meets the Expert Criteria. This Clause 30.2 applies in relation to the new Expert as if he were the first Expert appointed.
- (f) Each Party agrees to bear the costs incurred in relation to the reference to the Expert (which includes each Party's own costs and those of the Expert) in the proportions the Expert may direct or, in the absence of direction, equally. To the extent permitted by law, the Parties shall, as soon as reasonably practicable, provide to the Expert access to their respective premises and documents as may be required by the Expert to make his decision.
- (g) In the event that any disputes to be decided pursuant to this Clause 30.2 are Related Disputes (either under this Agreement, the FSRU Operation and Services Agreement, a TUA or the EPC Contract), the following shall apply:

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- (i) where one or more Related Disputes have been referred to an Expert for determination and those Related Disputes arise under either this Agreement or this Agreement and the FSRU Operation and Services Agreement, the Parties agree that such disputes shall be determined (separately) by whichever Expert was first appointed;
- (ii) subject to the provisions of Clause 30.2(g)(iii), where one or more Related Disputes have been referred to an Expert for determination and at least one of the Related Disputes arises out of a TUA or the EPC Contract, and an Expert is first appointed in respect of a TUA or EPC Contract Related Dispute, a Party will not be bound to use that same Expert to determine the Related Dispute under this Agreement unless it has consented to do so;
- (iii) in case of Related Disputes where an Expert has yet to be appointed in relation to either, the Parties agree to appoint the same Expert to determine both (at the same time). Where a Related Dispute arises first out of a TUA or the EPC Contract, Lessee will notify Owner of the Related Dispute and the proposed Expert under the EPC Contract or TUA Related Dispute (the "**Proposed Expert**"). Owner shall confirm whether or not it agrees to the appointment of the Proposed Expert, such confirmation to be provided in writing within \*\*\*\*\* days of notification of the Related Dispute and Proposed Expert. If no such confirmation is provided by Owner, Owner will be deemed to have accepted the Proposed Expert. In the event that Owner confirms that it does not agree to the Proposed Expert, the provisions of Clause 30.2(b) of this Agreement shall apply, save that the ICC will also be requested to appoint the same Expert to determine such Related Disputes at the same time;
- (iv) if a Related Dispute which has already been determined gives rise to common issues, the Parties agree that submissions and evidence adduced, and the determination made, in the Related Dispute shall be admissible as evidence in the expert determination concerning the more recent dispute.

### 30.3 Arbitration

- (a) Save as set out in Clause 30.2, any dispute, controversy or claim arising out of or in connection with this Agreement or its formation, including any non-contractual disputes (a "**Dispute**") shall be finally and (except as expressly provided otherwise in this Clause 30.3) exclusively determined by referral to arbitration in London, England, in accordance with the Rules of the London Court of International Arbitration ("**LCIA Rules**"), as may be amended from time to time, by a panel of three (3) suitably qualified arbitrators, fluent in English, familiar with the general principles of English law, and experienced in arbitrations conducted under the LCIA Rules. Notwithstanding the above

provisions, either Party may seek interlocutory relief in equity, if appropriate. Each Party shall appoint one (1) arbitrator, and the two (2) so appointed shall thereafter appoint the third arbitrator.

- (b) The language of the arbitration shall be English.
- (c) The arbitrators are not authorized to make any decision or award *ex aequo et bono* but shall apply the governing law chosen by the Parties.
- (d) The arbitral panel shall issue its reasoned award in writing, and is authorized to award costs and attorneys' fees to the prevailing Party as part of its award.
- (e) Any award shall be binding and enforceable against the Parties in any court of competent jurisdiction, and the Parties hereby waive any right to appeal such award on the merits or to challenge the award except on the grounds set forth in Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
- (f) Notwithstanding the foregoing agreement to arbitrate, the Parties expressly reserve the right to seek provisional relief from any court of competent jurisdiction to preserve their respective rights pending arbitration, and in seeking such relief shall not waive the right of arbitration.
- (g) The Parties shall continue to perform this Agreement during arbitration proceedings and the arbitral panel shall have the authority to determine the validity of this Agreement and to arbitrate any Dispute submitted to it.

#### 30.4 Common Disputes

Subject to Clause 30.5(b) below, the Parties agree as follows:

- (a) where a Dispute arises which raises one or more common issues of fact or law with a Dispute that has already arisen under this Agreement or the FSRU Operation and Services Agreement (whether or not arbitration of the other Disputes has already been commenced) (the "**Common Disputes**"), then the Parties agree to appoint the same tribunal in respect of the Common Disputes (the "**Common Tribunal**"). Where arbitrators have already been appointed to determine any of the Common Disputes, the tribunal first appointed will constitute the Common Tribunal. The Parties will ensure that the appointment of any other arbitrator is terminated immediately. The termination is without prejudice to: (A) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated; (B) his entitlement to be paid his proper fees and disbursements; and (C) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision;
- (b) if it considers it to be in the interests of justice and efficiency, the Common Tribunal can order the Common Disputes to be consolidated (a "**Consolidation Order**"). On making a Consolidation Order, the Common Tribunal will have jurisdiction to the exclusion of any other tribunal which may have been

appointed in respect of any of the Common Disputes, to finally resolve all the consolidated disputes;

- (c) if a Consolidation Order is made, the Parties to each of the proceedings that are the subject of the order will be treated as having consented to the consolidated proceedings. The Parties agree that the Consolidation Order and the award of the Common Tribunal will be final and binding;
- (d) if Common Disputes have already been finally determined under the FSRU Operation and Services Agreement, the determination of the Common Disputes will be binding on the Parties under this Agreement.

#### 30.5 Joinder

- (a) Subject to Clause 30.5(b) below, the Parties agree:
  - (i) that the arbitral tribunal has power to join any party that is not party to the arbitration to the proceedings (an "**Additional Party**") as conferred by Article 22.1(h) of the LCIA Rules and each Party consents to such joinder;
  - (ii) that it may be joined as an Additional Party to any arbitration commenced under the FSRU Operation and Services Agreement; and
  - (iii) not to unreasonably object to the joinder or otherwise obstruct any attempt to join an Additional Party.
- (b) The arbitral tribunal may only exercise such powers in Clauses 30.4 and 30.5(a) above if all parties to the relevant arbitral proceedings (including in relation to Clause 30.5(a), any Additional Party) have been given a reasonable opportunity to make representations to the arbitral tribunal in relation to the exercise of such powers.
- (c) If more than two (2) Parties are involved in any arbitral proceedings the arbitral tribunal shall have all powers necessary to establish any supplementary procedural rules required or desirable in view of the multi-party nature of the arbitral proceedings. Such powers shall include the ability to issue one or more arbitration awards during or at the conclusion of the arbitration as considered necessary, appropriate or expedient by the arbitral tribunal.

#### 30.6 Caveat

Notwithstanding the reference of a Dispute for resolution under the provisions of Clause 30.3, 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 30 shall survive termination of this Agreement.

### 31. WAIVER OF IMMUNITY

To the extent that a Party is entitled in any jurisdiction to claim for itself or its property or assets any right of immunity, including immunity from submission to jurisdiction,

service of any documents, recognition of an award or suit, judgment, enforcement, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process whatsoever or wheresoever, or to the extent that in any such jurisdiction there may be attributed to such Party or its assets or property such immunity (whether or not claimed), the such Party hereby irrevocably agrees in respect of any Disputes or the enforcement of any judgment or arbitration award against any of its property or assets not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction and, without limitation, it is intended that the foregoing waiver of immunity shall have irrevocable effect for the purposes of the United States Foreign Sovereign Immunities Act 1976 in any Disputes to which that Act is applicable.

## **32. CONFIDENTIALITY**

### **32.1 Confidential Information**

The Parties agree to keep Confidential Information strictly confidential, except in the following cases when a Party shall be permitted to disclose such information:

- (a) it is already known to the public or becomes available to the public other than through the act or omission of the disclosing Party;
- (b) it is required to be disclosed under Law or order of Governmental Authority or stock exchange regulations (provided that the disclosing Party shall give written notice of such required disclosure to the other Party prior to the disclosure);
- (c) in filings with a court or arbitral body in proceedings in which the Confidential Information is relevant and in discovery arising out of such proceedings; or
- (d) to any of the following Persons to the extent necessary for the proper performance of their duties or functions:
  - (i) a supplier or carrier, or a potential supplier or carrier, of LNG shipped or to be shipped on the Vessel;
  - (ii) the Terminal Users;
  - (iii) an Affiliate of the disclosing Party;
  - (iv) employees, officers, directors and agents of the disclosing Party (or an Affiliate);
  - (v) professional consultants retained by a disclosing Party; or
  - (vi) financial institutions advising on, providing or considering the provision of financing to the disclosing Party or its Affiliates,

provided, however, that the disclosing Party shall exercise due diligence to ensure that no such Person shall disclose Confidential Information to any unauthorized persons under any unauthorized circumstances and subject to substantially equivalent conditions of confidentiality; and

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- (e) to the Colombian Central Bank (*Banco de la República*) and any Colombian Foreign Exchange Market Intermediary to the extent necessary for Lessee to submit any necessary forms or tax returns in connection with this Agreement.

32.2 Survival

The provisions of this Clause 32 shall survive for a period of \*\*\*\*\* years after the termination or expiry of this Agreement.

**33. SANCTIONS**

33.1 Operation of the Vessel and Sanctions

- (a) Owner shall not be obliged to (i) make available the Vessel or (ii) comply with any orders for the employment of the Vessel in any carriage, trade or on a voyage; which would be contrary to Sanctions Laws applicable to Owner or its Affiliates.
- (b) If the Vessel is operating and such operation contravenes or becomes illegal under Sanctions Laws, Owner shall have the right to require the cessation of such operations and to require that any LNG on board the Vessel be discharged and redelivered to Lessee. The Vessel shall remain on Hire for the period of time during which such discharge of LNG on board the Vessel is occurring.
- (c) If the Vessel is already performing a pre-delivery voyage under Clause 4.1, performance of which contravenes or becomes illegal under Sanctions Laws, Owner shall have the right to refuse to proceed with the employment and Lessee shall be obliged to issue alternative voyage orders within \*\*\*\*\* hours of receipt of Owner's notification of its refusal to proceed. Lessee shall compensate Owner for completing Lessee's alternative voyage orders by: (i) paying the Rate and the Daily Fee for each additional day (not attributable to Owner, Contractor or Owner's or Contractor's Affiliates, contractors, servants and subcontractors) taken by Owner to complete such alternative voyage orders; and (ii) reimbursing Owner for any additional documented Voyage Expenses. If Lessee does not issue such alternative voyage orders within the \*\*\*\*\* hour period, Owner may discharge any cargo already loaded at the nearest safe port (including the port of loading), and Lessee shall compensate Owner by: (i) paying the Rate and the Daily Fee for each additional day (not attributable to Owner, Contractor or Owner's or Contractor's Affiliates, contractors, servants and subcontractors) taken by Owner to travel to such safe port and discharge such cargo and (ii) reimbursing Owner for any additional documented Voyage Expenses.
- (d) Subject to Clause 33.2 below, any time during which the Vessel ceases to be at the disposal of Lessee by reason of this Clause 33.1, shall be treated in the same way as an Event of Force Majeure in accordance with Clause 19 hereof.

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33.2 Non-Compliant Parties

- (a) Each of Owner and Lessee respectively warrant for itself and their respective Affiliates that at the date of this Agreement:
  - (i) it is in compliance with Sanctions Laws applicable to such Party;
  - (ii) it is not a Restricted Party; and
  - (iii) it is not subject to or involved in any inquiry, claim, action, suit, proceeding or investigation against it with respect to Sanctions Laws applicable to such Party by any Sanctions Authority.
- (b) If at any time during the performance of this Agreement either Party becomes aware that the other Party (the "**Non-Compliant Party**") would be in breach of the warranties in Clause 33.2(a) if such warranties were to be given from the date of this Agreement until the end of the Term:
  - (i) such Party shall give notice to the Non-Compliant Party (a "**Sanctions Warranty Notice**");
  - (ii) from the date of the Sanctions Warranty Notice, performance of the obligations of Owner and Lessee under this Agreement shall be suspended without liability of either Party unless and until performance resumes in accordance with Clause 33.2(b)(iv) below or this Agreement is terminated pursuant to Clause 33.2(b)(v) below;
  - (iii) if Owner is the Non-Compliant Party, such period of suspension shall count as Off-Hire. If Lessee is the Non-Compliant Party, Lessee shall continue to be obliged to pay Hire during the period of suspension subject to such payment of Hire, and its receipt by Owner, not being in breach of Sanctions Laws. If payment of Hire by Lessee and its receipt by Owner is in breach of Sanctions Laws and remains so for a period of \*\*\*\*\* days or more, Owner shall be entitled to terminate this Agreement with immediate effect by sending written notice thereof to Lessee, such termination being treated as a termination under Clause 20.3;
  - (iv) Owner and Lessee shall use all reasonable endeavours to apply for and obtain any applicable license or authorisation which will enable the Parties to resume performance of this Agreement notwithstanding the circumstances giving rise to the operation of this Clause 33.2 and upon the obtaining of such license or authorisation performance of the obligations of Owner and Lessee under this Agreement shall resume and any amount of Hire which has not been paid by reason of it being contrary to Sanctions Laws shall to the extent legally permissible, become immediately due and payable by Lessee to Owner; and

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(v) if no licence or authorisation as referred to in Clause 33.2(b)(iv) above is obtained within \*\*\*\*\* days of the Sanctions Warranty Notice referred to in Clause 33.2(b)(i) above or if it shall at any earlier time be apparent to the Party which is not the Non-Compliant Party that there is no reasonable prospect of any such licence or authorisation being obtained, either Party may terminate this Agreement by notice to the other Party, such termination being treated as a termination under Clause 20.3.

(c) Notwithstanding anything in this Clause 33 to the contrary, Owner or Lessee shall not be required to do anything which constitutes a violation of Sanctions Laws applicable to such Party, or of any other laws and regulations of any State to which either of them is subject.

**34. LANGUAGE**

The official text of this Agreement and any Schedules attached hereto and any notices given hereunder shall be in English. This Agreement and any Schedules attached hereto shall be translated into Spanish for Colombian law purposes. In the event of any dispute concerning the construction or interpretation of this Agreement, reference shall be made only to this Agreement as written in English and not to any translation into any other language.

**35. AMENDMENTS**

This Agreement may only be amended by written instrument signed by both Parties and expressly referencing this Agreement.

**36. COUNTERPARTS**

This Agreement may be executed in counterpart, and this has the same effect as if the signatures on each counterpart were on a single copy hereof.

**37. RIGHTS OF THIRD PARTIES**

A Person who is not a Party has no right under the terms of the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on the date first above written.

**OWNER**

Signed by: /s/ Thomas Thorkildsen

Name: Thomas Thorkildsen

Title: Attorney-in-fact

**For and on behalf of HÖEGH LNG FSRU IV LTD.**

**Pursuant to a power of attorney dated 1 October 2014**

**LESSEE**

**Signed for and on behalf of SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**

By: /s/ Jose Luis Montes

Name: Jose Luis Montes

Title: General Manager

**Schedule 1 - Description and Specification of the Vessel**

SPECIFICATIONS OF THE VESSEL AND THE GAS INSTALLATION WHICH ARE REPRESENTATIONS BY THE OWNER

A. VESSEL'S CHARACTERISTICS

PREAMBLE

S/S : To be Named prior to delivery  
OWNER : Höegh LNG Ltd (to be novated to Höegh LNG FSRU # IV Ltd at or following delivery)  
OPERATOR : Höegh LNG Fleet Management AS ) or another member of the Höegh LNG group of companies)  
FLAG : Marshall Island  
BUILT : Hyundai Heavy Industries, South Korea  
DATE OF DELIVERY : Planned April 2014

CLASS: DNV, +1A1, Tanker for Liquefied Gas, Ship type 2G (-163oC, 500kg/m3, 25kPa), FSRU mode 2G (-163oC, 500kg/m3, 70kPa), NAUTICUS (Newbuilding), REGAS, E0, CLEAN, BIS, CSA-FLS2, PLUS, COAT-PSPC(B), Recyclable, GAS FUELLED, TMON

The Vessel's design allows it to be moored to the Jetty for the duration of this Agreement without any scheduled dry dockings.

GRT	International: abt. 103,700	Suez: abt. 107,200 MT	Panama: N.A.
NRT	International: abt. 31,100	Suez: abt. 89,950 MT	Panama: N.A.

\* Above GRT / NRT is preliminary data which will be confirmed/adjusted at delivery

IS VESSEL BUILT ACCORDING TO:	USCG REGULATIONS?	YES
HAS VESSEL RECEIVED	USCG APPROVAL?	YES

HULL :

LOA	:	abt. 294.00 m
LBP	:	282.00 m
BREADTH (moulded)	:	46.00 m
DEPTH (moulded)	:	26.00 m
SUMMER DRAFT(moulded)	:	12.60 m
SUMMER DRAFT (extreme)	:	abt. 12.62 m (Corresponding deadweight : abt. 91,969 T)
DESIGNED DRAFT(moulded)	:	11.60 m
LIGHT WEIGHT(Preliminary estimation)	:	36,350 T
FWA(Preliminary)	:	0.280 m
KTM(Preliminary)	:	abt, 63.60 m

\* Above KTM is based on preliminary design.



SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

100 % M.D.O. (LCV 42700 kJ/kg)

Speed (knots)	(Tonnes of Fuel Oil Equivalent / day)	
	Laden (MT)	Ballast (MT)
18	*****	*****
17	*****	*****
16	*****	*****
15	*****	*****

IN PORT: 100 % M.D.O. (LCV 42700 kJ/kg)  
 Cargo Unloading \*\*\*\*\* T/day  
 Cargo Loading \*\*\*\*\* T/day  
 Idle \*\*\*\*\* T/day

PERMANENT BUNKER CAPACITY ALLOWING AN ULLAGE OF (98 %)

(Preliminary)

MARINE DIESEL OIL	4,890 MT	(SG – 0.90 MT/m3)
MARINE GAS OIL	340 MT	(SG – 0.90 MT/m3)
LUB OIL	250 MT	(SG – 0.90 MT/m3)

B. CARGO INSTALLATIONS

1. TRANSPORTABLE PRODUCTS AND RESPECTIVE QUANTITIES, calculated in accordance with IMO - maximum filling formula.

Cargo tanks	100% capacity	98.5 % capacity	98 % capacity	LNG 98 % filling
	At 20 deg C Excluding dome (m <sup>3</sup> )	At -160° C Excluding dome (m <sup>3</sup> )	At -160° C Excluding dome (m <sup>3</sup> )	SG: 0,50 @ -163°C Excluding dome MT
Tank 1	26,510	26,112	25,980	12,990
Tank 2	47,830	47,113	46,873	23,437
Tank 3	47,830	47,113	46,873	23,437
Tank 4	47,830	47,113	46,873	23,437
<b>TOTAL</b>	<b>170,000</b>	<b>167,451</b>	<b>166,601</b>	<b>83,300</b>

Note : MAX DENSITY OF CARGO: 500kg/m<sup>3</sup>.

## 2. OTHER TRANSPORTABLE PRODUCTS

NIL

## 3. TANKS

- 3.1. Normal operating vapour pressure : 10-50 kPa gauge at FSRU mode  
6 kPa gauge at LNG carrier mode
- 3.2. Valve setting : 70 kPa gauge at FSRU mode  
25 kPa gauge at LNG carrier mode
- 3.3. Maximum vacuum obtainable : 1 kPa g (safety valve)
- 3.4. Maximum specific gravity : 0.500
- 3.5. Maximum temperature acceptable : -163°C ( $0^{\circ}C = 273 K$ )

## 4. LOADING RATE

### 4.1 Operation as an FSRU

The FSRU to be able to load the full cargo from LNG carrier through L.P cargo manifold at starboard side using flexible hoses at a rate of 9,000 m<sup>3</sup>/hr with a pressure of 240 kPa gauge at the FSRU's presentation flange before FSRU's manifold strainer. Ship to ship hoses and ERC system for 9,000 m<sup>3</sup>/hr are provided.

The cargo tank pressure to be maintained at 10-50 kPag before ship to ship transfer and to be allowed increased to abt 60 kPag or above at the end of LNG loading. The cargo tank temperature to be maintained below -130 oC before ship to ship transfer. The conditions for ship to ship transfer to be confirmed at the design stage.

### 4.2 Operation as ocean going LNG Carrier

The vessel to be able to load the full cargo through three(3) liquid manifolds at a rate of 10,000 m<sup>3</sup>/hr with a pressure of 240 kPa gauge at the vessel's presentation flange before ship's manifold strainer.

The vessel to be able to discharge the full cargo through three(3) liquid manifolds at a rate of 10,000 m<sup>3</sup>/hr against standard a manifold back pressure (standard 60 mesh strainers installed) after strainers of 400 kPa gauge based at the half cargo level in the tank. The cargo pumps and emergency cargo pumps to be operated for LNG unloading.

## 5. CARGO PUMPS

### 5.1. Main cargo pumps :

- Type : Electric motor driven, Vertical, Centrifugal, Submerged
- Maker : Shinko
- How many : Eight (8) (2 per tank)
- Maximum specific gravity : 0.5
- Capacity each (CBM/hour) : 1,000 m<sup>3</sup>/h at 160 mlc
- Location : within cargo tanks

### 5.2. Spray pumps :

- Type : Electric motor driven, Vertical, Centrifugal, Submerged
- Maker : Shinko
- How many : Four (4) (1 per tank)

Maximum specific gravity : 0.5  
Capacity (CBM/hour) : 50 m3/h x 145 mlc  
Location : within cargo tanks

5.3. Fuel gas pumps : No

5.4. Regas feed pumps :

Type : Electric motor driven, Vertical, Centrifugal, Submerged, Retractable  
Maker : Shinko  
How many : Four(4) (1 per tank)

Maximum specific gravity : 0.5  
Capacity (CBM/hour) : 550 m3/h x 160 mlc  
Location : within cargo tanks

5.5 What amount of cargo remains in tank after completion pumping before stripping:

- Liquid : abt. 568 m3 on 2m trim  
- Vapour : N/A

## 6. STRIPPING

6.1. Stripping system if any: See above paragraph 5.2 for Stripping/spray pumps. .

6.2. Time required to remove all traces of liquid cargo as stated in 5.5 for about five (5) hours

## 7. CARGO COMPRESSORS

7.1. Type : High Duty Compressors  
Maker : Cryostar  
How many : Two (2) sets, 30,000 m3/h each.  
Total flow: 60,000 m<sup>3</sup>/h

7.2. Are compressors oil free : Yes

7.3. Type : Low Duty Compressors  
Maker : Cryostar  
How many : Three (3) sets, 3,000 m3/h

## 8. INERT GAS SYSTEM

8.1. Does the vessel use inert gas ? : Yes  
Maker : Hamworthy  
If so, state utilization and quantities : Inerting, drying & aeration.  
Capacity : 16,000 Nm<sup>3</sup>/h

8.2. Can the vessel produce inert gas ? : Yes  
If so, state type and composition of gas produce

O<sub>2</sub> Max 1 % by volume  
CO Max 100 ppm by volume  
SO<sub>x</sub> Max 10 ppm by volume



	<b>CO<sub>2</sub> less than 1% Vol 20 hours</b>	<b>O<sub>2</sub> = 20 % Vol 20 hours</b>
<b>INERT GAS</b>	<b>290,000 m<sup>3</sup> LNG vapor</b>	<b>323,000 m<sup>3</sup> Dry air</b>
	<b>O<sub>2</sub> less than 2 % Vol 20 hours</b>	
<b>DRY AIR</b>	<b>290,000 m<sup>3</sup> Inert gas</b>	

Warming up / inerting : Total about 76 hrs

Cooling down : about 10 hrs (LNG Carrier mode at Terminal) Tank mean temperature : -130 °C

- |       |   |            |
|-------|---|------------|
| 10.2. | Can this operation be carried out at sea?                         | <b>Yes</b> |
|       | 10.3. Can the ship measure the number of LNG in a vapour phase?   | <b>No</b>  |
|       | 10.4. Has vessel deck tank for changing grade/cooling operations? | No         |
|       | 10.5. Deck tanks :  | N/A        |

**11. COOLING BEFORE LOADING**

For fully-refrigerated ship, in LNG Carrier mode, what quantity of cargo is needed and time required, to pre-cool tanks to have them ready to load. (Starting with tanks at ambient temperature filled with cargo vapour and with vapour return to shore.)

CARGO	MT	HOURS
LNG	abt 980 m <sup>3</sup> = 461 MT (approx.)	10 (including cool down lines)

**12. CARGO HIGH DUTY HEATER :**

- |       |                      |   |                |
|-------|----------------------|---|----------------|
| 12.1. | State heating source | : | Steam.         |
| 12.2. | Maker                | : | Cryostar       |
|       | Type                 | : | Shell and tube |
|       | Capacity             | : | 37,200 kg/hr   |
|       | Number of units      | : | One (1) set    |

**13. CARGO VAPORIZER**

- |                        |       |   |                |
|------------------------|-------|---|----------------|
| 13.1 : LNG VAPORIZER : |       |   |                |
|                        | Maker | : | Cryostar       |
|                        | Type  | : | Shell and tube |

Capacity : 22,000 kg/h  
Number of units : One (1) set

13.2 : LNG FORCING VAPORIZER

Maker : Cryostar  
Type : Shell and tube  
Capacity : 4,000 kg/h  
Number of units : One (1) set

14. REFRIGERATING APPARATUS

N/A

15. MEASURING APPARATUS

What gauges on board?

Primary system : Radar beam system. Maker Kongsberg.  
Secondary system : Float type level gauge. Maker Whessoe.

The Vessel's Measuring Systems for Gas send-out shall comply with AGA Standard 9 and consist of the following:

- (a) Two (2) ultrasonic Gas meters in series. The metering system shall be located on the forward part of the main deck between the regasification units and high pressure manifold. The accuracy of the Gas metering shall be within five per cent ( $\pm 0.5\%$ ) of actual Gas send-out.
- (b) One (1) Gas chromatograph system to be provided for measurement of heating value, Gas composition and specific gravity. The Gas chromatograph on the Vessel shall be able to determine the content of C1 to C6, N2 and CO2, and to determine the Higher Heating Value and wobble index of delivered Gas.

Gas flow measurement for other systems:

- (a) Contractor shall provide a Gas flow meter of orifice or turbine type for the measurement of the following:
  - i. Vapour flow from Shuttle Tanker;
  - ii. Vapour return to Shuttle Tanker;
  - iii. LNG vaporizer outlet (gassing up tank operation);
  - iv. Forcing vaporizer outlet;
  - v. Fuel Gas to auxiliary boiler;
  - vi. Gas combustion unit;
  - vii. No.1 LNG tank vent mast; and
  - viii. Fuel Gas to dual fuel engines.
- (b) The volume flow accuracy must be within three per cent ( $\pm 3\%$ ) for measurements (i)-(vii) above, and within two per cent ( $\pm 2\%$ ) for (viii) above. Pressure and temperature will be measured and used for flow compensations.

16. SAMPLES

16.1. State how tank atmosphere samples can be taken and where from?

Through sample valves at tank Liquid / gas domes.  
Level : Bottom – Mid – Top  
Standard of fitting? Double needle valve ND15 mm.

16.2 Same question for cargo ? Double needle valves ND15 mm & ND 8mm.

16.3. Are sample bottles available on board? No

17. CARGO LINES

17.1. Is ship fitted with a port and starboard cargo manifold? YES

**BOW**

Liquid 1	16" 150 ANSI
Liquid 2	16" 150 ANSI
Vapour	16" 150 ANSI
Liquid 3	16" 150 ANSI
Liquid 4	16" 150 ANSI

**STERN**

17.2. **Position of cargo manifold(Preliminary)** : Centre L-L-V-L-L.

- distance from bow :	140.395 m
- distance from stern:	153.135 m
- height above deck / <i>drip</i> tray :	1.486/1.256 m
- distance from ship's rail :	3.285 m
- height from underside keel :	31.386 m
- distance between lines :	3.0 m

**Height above waterline(Preliminary)** :

- when light ballast :	draught 9.26 m	22.126 m
- when loaded :	draught 12.6 m	18.786 m

**Loading connection**

height from centre of flange to first obstacle downward below each flange : 1.256 m

17.3. Liquid line :	- diameter :	400mm
	- flange - size :	16"
	- type :	150 ANSI RF type (Max Work Press 10 Bar – 145psi)

Vapour line :	- diameter :	400mm
	- flange – size :	16"
	- type :	150 ANSI RF type(Max Work Press 10 Bar - 145 psi)

17.4. What reducers on board?

For chicsan	No
For STS	N/A
For N2 receiving	N/A

17.5 Strainers for liquid manifolds

Type : portable conical dual flow type.  
8 sets x 16" with mesh size of ASTM 60

17.6. Is ship fitted with stern discharge? **N/A**

- liquid line - diameter :
- flange - size :
- type :

18. REGASSIFICATION SYSTEM **Yes**

18.1 High pressure pumps

Type : Multi-stage, Centrifugal type  
Maker : Atlas Copco (JC Carter)  
No of pumps : Four(4)

18.2 High pressure vaporizer

Type : PCHE  
Maker : Heatric

18.3 Send out:

NG output : max 400 MMSCFD (N+1) at nominal operation in Open Loop operation mode

Minimum operation: 50 MMSCFD

NG outlet pressure at regas at export manifold: between 6 MPag – 8.5 MPag

NG outlet temperature limit at regas at export manifold: Minimum 7.2 °C

NG outlet flow velocity limit : abt 25 m/s

18.4 Turret / HP Manifolds

H.P NG (natural gas) manifold on port side (V), 1 x 20” ANSI 900 RF type flange

18.4.1 Location of HP manifolds

Size: 20” 900 ANSI

- distance from bow :	113.21 m
- distance from stern:	180.81 m
- height above deck:	1.486 m
- distance from ship's rail :	3.165 m
- height from underside keel :	31.386 m

**Height above waterline :**

- when light ballast :	draught 9.26 m	22.126 m
- when loaded :	draught 12.6 m	18.786 m

19. HOSES

Are serviceable hoses available on board? **Yes**

19.1 For Ship to Ship transfer:

6 flexible hoses (4 for liquid and 2 for vapor return) of 10" dia and abt. 25 m length connected to the 16" liquid/vapour manifold through reduction spool pieces.

- |      |                                       |        |
|------|---------------------------------------|--------|
| 19.2 | Minimum temperature acceptable:       | -163°C |
|      | Maximum pressure acceptable:          | 10 bar |
| 19.3 | For what products are hoses suitable? | LNG    |

20. DERRICKS / CRANES

- How many: 2 cranes
- Where situated? Manifold forward (Port side) / manifold aft (STBD side)
- Lifting capacity: 10 MT SWL
- Maximum distance from ship's side of lifting hook when derrick swung outboard?  
About 12 m at crane position (Port side) / about 22 m at crane position (STBD side)

21. SPECIAL FACILITIES.

- |       |   |      |
|-------|---|------|
| 21.1. | How many grades can be segregated?      | 1    |
| 21.2. | How many cooled simultaneously?         | 1    |
| 21.3. | Can vessel sail with slack cargo tanks? | : No |
- Minimum permissible upper sloshing limit above 70% of tank height and maximum permissible lower sloshing limit below 2.75m of tank height

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**Schedule 2 - Lessee's Changes to Vessel Specifications and Costs**

<b>Vessel Specification Amendment</b>	<b>Cost to be paid by Lessee</b>	<b>Deadline</b>
<b>Hard arms for discharging LNG from the Shuttle Tanker to the Vessel (approximate specifications of which are set out in Annex C to this Schedule 2)</b>	<b>USD *****</b>	<b>16 February 2015</b>
<b>Minimum Send Out Compressor (further details of which are set out in Annex A and B to this Schedule 2)</b>	<b>USD *****</b>	<b>4 November 2014</b>

**Hard Arms Optional Change Cancellation Fee:**

Where this Agreement provides for the payment by Lessee of a cancellation fee in respect of the Hard Arms Optional Change, the cancellation fee shall be assessed as a percentage of the total hardware cost; being EUR \*\*\*\*\* , depending on the date of payment of such cancellation fee as follows:

<b>Months after Order (up to)</b>	<b>Cancellation Fee (% of hardware cost)</b>
1 month	*****
2 months	*****
3 months	*****
4 months	*****
5 months	*****
6 months	*****

**MSO Optional Change Cancellation Fee:**

Where this Agreement provides for the payment by Lessee of a cancellation fee in respect of the MSO Optional Change, the cancellation fee shall be the amount set out in Annex A, Section 1.4 to this Schedule 2.







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### Schedule 3 - Insurance

Pursuant to Clauses 22.5 and 23, Owner shall procure, maintain and pay for the following insurances (as applicable):

**1. MARINE HULL INSURANCE**

Hull & Machinery and Hull Interest insurances on the Vessel, against marine and war risks, shall be provided with insured values equal to those normally carried by Owner for the Vessel.

**2. PROTECTION AND INDEMNITY INSURANCE**

P&I insurance with coverage equivalent to the cover provided by members of the International Group of Protection and Indemnity associations with a limit of cover no less than \*\*\*\*\* Dollars (USD \*\*\*\*\*) for any one event.

The cover shall include:

- 2.1 liability for collision and damage to fixed and floating objects to the extent not covered by the insurance in Paragraph 1 above; and
- 2.2 liability for loss or damage to inventory of LNG and Gas (but not Permitted Gas Loss).

**3. GENERAL THIRD PARTY LIABILITY INSURANCE**

To the extent not covered by the insurance in Paragraph 2 above, coverage shall be for:

- 3.1 Bodily injury: \*\*\*\*\* Dollars (USD \*\*\*\*\*) per occurrence.
- 3.2 Property damage: \*\*\*\*\* Dollars (USD \*\*\*\*\*) per occurrence.

**4. WORKMENS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE FOR EMPLOYEES**

To the extent not covered in the insurance in Paragraph 2 above, covering Owner's employees and other persons for whom Owner is liable as employer pursuant to applicable Law for statutory benefits as set out and required by local Law in the area of operation or the area in which Owner may become legally obliged to pay statutory benefits.

**5. COMPREHENSIVE GENERAL AUTOMOBILE LIABILITY INSURANCE**

Covering all owned, hired and non-owned vehicles, coverage shall be for:

- 5.1 Bodily injury, according to the local Law; and
- 5.2 Property damage, in an amount equivalent to \*\*\*\*\* Dollars (USD \*\*\*\*\*) single limit per occurrence.

**6. SUCH OTHER INSURANCES AS MAY BE AGREED BETWEEN THE PARTIES**

Loss of Hire insurance to cover one hundred and eighty (180) days' to cover periods when the Vessel is Off-Hire under the terms of this Agreement.

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**Schedule 4 – Start-Up and Performance Tests**

- (a) Owner and Lessee shall agree the scope and procedures of the Start-Up and Performance Tests no later than \*\*\*\*\* days prior to the Delivery Due Date.
- (b) The Regas Tests to be agreed between the Parties shall include (but are not limited to):
  - (i) the testing of the safety system onboard the Vessel and ship-shore/Jetty interfaces for safety systems; and
  - (ii) the testing of the Regas Trains, including:
    - (1) start-up of each Regas Train, to be conducted one Regas Train at a time, and to be operating in the range of thirty-eight to one hundred per cent (38-100%);
    - (2) individual operation of each Regas Train at thirty-eight per cent (38%) capacity for one (1) hour and at one hundred per cent (100%) capacity for two (2) hours;
    - (3) operation of Regas Trains in combination, including ramp-up (from zero to minimum capacity, and from minimum capacity to maximum capacity) and ramp-down;
    - (4) simultaneous operation of trains at one hundred per cent (100%) capacity for two (2) hours; and
    - (5) measurement of sea water intake temperature.
- (c) The Regas Tests shall be deemed to have been passed if the rate of actual discharge of regasified LNG measured during the Regas Tests is equal to or greater than the Guaranteed Regas Rate for a continuous period of two (2) hours and at sixty five to eighty five (65-85) barg.

Schedule 5 - Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE FOR

[insert FSRU Name] IMO number [insert IMO number] (the "FSRU")

The [insert FSRU Name] (IMO number [insert IMO number]) ("FSRU") was accepted by Sociedad Portuaria El Cayao S.A. E.S.P. ("SPEC") on [insert Vessel Acceptance Date] in accordance with the agreement dated [insert date of International Leasing Agreement] made between SPEC and Höegh LNG FSRU IV Ltd. (the "Agreement").

Place of Acceptance: [●]

Delivery Date: [●]

Delivery Time: [●] (local time, Cartagena, Colombia)

Testing Fuel Quantity: [●]

Quantity of marine diesel oil on board the FSRU at the Delivery Time: [●]

Specification of marine diesel oil on board the FSRU at the Delivery Time: [●]

The quantity and specification of marine diesel oil on board FSRU upon the Delivery Date shall be the "**Bunkers at Delivery**", as defined in the Agreement.

FOR SPEC:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR Höegh LNG FSRU IV Ltd.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule 6 – Höegh Performance Guarantee

[Note: HLNG to provide legal opinion from local counsel in jurisdiction of incorporation of Guarantor confirming the enforceability of this guarantee against the Guarantor]

THIS DEED OF GUARANTEE AND INDEMNITY (this "Deed") is made on .....201[•]

BETWEEN:

(1) [HÖEGH LNG HOLDINGS LTD., a company registered in [Bermuda] with company number [•] having its registered office at [•]] OR [HÖEGH LNG PARTNERS LP, a limited partnership registered in [the Marshall Islands] with number [•] having its registered office at [•]] (the "Guarantor"); and

(2) SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P., a company organised and existing under the laws of Colombia having its registered office at Calle 66 No. 67-123, Barranquilla, Colombia ("SPEC"),

(each a "Party" and together the "Parties").

RECITALS [Note: recitals to be updated in Höegh LNG Partners LP guarantee]

(A) Pursuant to an FSRU International Leasing Agreement entered into on or about the date of this Deed (the "FSRU ILA") between SPEC and Höegh LNG FSRU IV Ltd., a company incorporated and existing under the laws of the Cayman Islands with its registered office at Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands ("Owner"), Owner has agreed to let the Vessel to SPEC.

(B) Pursuant to an FSRU Operation and Services Agreement entered into on or about the date of this Deed (the "FSRU OSA") between SPEC and the Guarantor, the Guarantor has agreed to provide certain operation and maintenance services in relation to the Vessel to SPEC.

(C) The Guarantor intends to novate its rights and obligations under the FSRU OSA to a new special purpose entity formed under the laws of Colombia which will be a wholly-owned subsidiary of a member of the Höegh LNG Group (as defined in the FSRU OSA) (such novatee, the "Contractor").

(D) In this Deed, the FSRU ILA and, following the novation of the Guarantor's rights and obligations under the FSRU OSA to the Contractor, the FSRU OSA are together referred to as the "Relevant Agreements", and any reference to the Relevant Agreements shall be to either one or both of them as the context may require.

(D) The Guarantor has agreed to guarantee to SPEC the performance by Owner and, following the novation of the Guarantor's rights and obligations under the FSRU OSA to the Contractor, Contractor (together, the "Höegh Contractors" and any reference to the Höegh Contractors shall be to either one or both of them as the context may require) of all their respective obligations and liabilities under the Relevant Agreements on the terms of this Deed.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, words and phrases commencing with capital letters will, unless a contrary intention appears or unless such words and phrases are otherwise defined in this Deed, have the same meaning ascribed to them under the Relevant Agreements.

1.2 In the event of any conflict between the Relevant Agreements and this Deed, this Deed will prevail.

**2. GUARANTEE AND INDEMNITY**

2.1 The Guarantor guarantees to SPEC that each of the Høegh Contractors shall duly perform all of its obligations contained in the Relevant Agreements (the "**Obligations**"). If either of the Høegh Contractors shall in any respect fail to perform its respective obligations under the Relevant Agreements (subject to the terms and conditions provided therein) or shall commit any breach thereof, the Guarantor undertakes to perform said obligations under the Relevant Agreements. When the Guarantor renders performance as described herein, the relevant Høegh Contractor shall be released and discharged from performance under the Relevant Agreements to the extent that such obligations and liabilities have been discharged by the Guarantor hereunder.

2.2 The Guarantor agrees that if, for any reason, any amount claimed under this Deed is not recoverable solely on the basis of a guarantee, the Guarantor will, as principal obligor and as separate and independent obligations and liabilities from its obligations and liabilities under clause 2.1, indemnify SPEC against all loss, debt, damage, interest, liability, cost and expense (including reasonable legal expenses) incurred or suffered by SPEC by reason of a failure by the Høegh Contractors to perform any or all of the Obligations when they are due and performable. The amount payable by the Guarantor under this indemnity shall not exceed the amount it would have had to pay under this Deed if the amount claimed in respect of such breach or non-performance had been recoverable on the basis of a guarantee.

2.3 For the purposes of this Deed, any money judgment, arbitrator's award or expert's decision against the Høegh Contractors in favour of SPEC under or in connection with the Relevant Agreements shall be conclusive evidence of any liability of the Høegh Contractors to which that judgment, award or decision relates and the Guarantor agrees to satisfy and discharge any money judgment, arbitrator's award or adjudicator's decision made against the Høegh Contractors in favour of SPEC.

[2.4 The Guarantor agrees and acknowledges that the guarantee in clause 2.1 and the indemnity in clause 2.2 shall apply to any breach by the Høegh Contractors of the Relevant Agreements that may arise on or after the date of release of the guarantee provided by Høegh LNG Holdings Ltd and also any liability that may arise on or after the date of such release from any breach by the Høegh Contractors of the Relevant Agreements committed before the date of such release.] *[Note: to be included in Høegh LNG Partners LP guarantee]*

### 3. PRESERVATION OF RIGHTS

3.1 The obligations of the Guarantor under this Deed are in addition to and independent of any other security which SPEC may at any time hold in respect of the Obligations.

3.2 The Guarantor's guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the generality of the foregoing, the Guarantor shall not be released or discharged from its liability hereunder by:

- (a) any waiver or forbearance by SPEC of or in respect of any of the Höegh Contractors' obligations under the Relevant Agreements whether as to performance or otherwise howsoever, or by any failure by SPEC to enforce the Relevant Agreements or this instrument; or
- (b) any alteration to, addition to, or deletion from the Relevant Agreements or the scope of work to be performed under the Relevant Agreements; or
- (c) any change in the shareholding relationship between the Guarantor and the Höegh Contractors; or
- (d) any other fact, circumstance, act, event, omission or provision of statute or law or otherwise which but for this clause might operate to discharge, impair or otherwise affect any of the obligations of the Guarantor under this Deed or any of the rights, powers or remedies conferred on SPEC by this Deed or by law,

and the Guarantor's guarantee and undertakings hereunder shall continue in force until all the Höegh Contractors' obligations under the Relevant Agreements and all of the Guarantor's obligations hereunder have been duly performed[, or this Deed is released by SPEC in accordance clause 12.12(c) of the FSRU ILA] [*Note: to be included in Hoegh LNG Holdings guarantee only*].

3.3 Notwithstanding any other provision of this Deed the obligations guaranteed by the Guarantor and the liability of the Guarantor under this Deed shall not exceed the liability of the Höegh Contractors under the Relevant Agreements.

3.4 Subject to clause 2.3, the Guarantor shall be entitled to exercise all of the contractual protections, limitations and exclusions of liability in respect of any claim made hereunder as are available to the Höegh Contractors under the Relevant Agreements.

### 4. CLAIM LIMITATIONS

4.1 The Guarantor must not (so long as the Höegh Contractors have any actual or contingent Obligations pursuant to the Relevant Agreements) by reason of performance by it of its obligations under this Deed claim by the institution of proceedings or the threat of proceedings or otherwise (whether on the basis of an indemnity or otherwise) any sum from the Höegh Contractors, where and to the extent that such claim:

- (a) would lead to the insolvency of the Höegh Contractors, or either of them, or place either of the Höegh Contractors at material risk of becoming insolvent; or
- (b) would otherwise materially affect the ability of the Höegh Contractors, or either of them, to perform their obligations under the relevant Agreements.

5. **RECOURSE IN ACCORDANCE WITH RELEVANT AGREEMENTS**

5.1 Notwithstanding the provisions of clause 2.3, SPEC shall be entitled to make a claim under this Deed in accordance with clause 12.6(c) of the FSRU ILA or clause 9.6(c) of the FSRU OSA or otherwise if either of the Höegh Contractors has failed to perform any other obligation under the Relevant Agreements.

5.2 SPEC will not be obliged, before enforcing any of its rights or remedies conferred upon it by this Deed or by law, to take any step or action, including (without limitation):

(a) the taking of any legal proceedings or action or the obtaining of any judgment against the Höegh Contractors in any court, arbitration, determination or adjudication;

(b) the making or filing of any claim in bankruptcy, liquidation, winding up or dissolution of the Höegh Contractors; or

(c) the pursuance or exhaustion of any other right or remedy against the Höegh Contractors,

and the liabilities of the Guarantor under this Deed may be enforced as set out in clause 5.1 irrespective of whether any legal proceedings are being or have been taken against the Höegh Contractors.

6. **CONTINUING OBLIGATION**

This Deed is a continuing guarantee and will remain in full force and effect until each and every part of the Obligations have been discharged and performed in full [or this Deed is released by SPEC in accordance clause 12.12(c) of the FSRU ILA] [*Note: to be included in Hoegh LNG Holdings guarantee only*]

7. **REINSTATEMENT**

If the Guarantor is discharged or released in any way as a result of any payment or performance by the Höegh Contractors or any other person which is set aside under insolvency legislation or for any other reason, the Guarantor's liability hereunder shall be reinstated as if such payment or performance had not occurred.

8. **NO WITHHOLDING TAX**

All payments made by the Guarantor under this Deed must be made in full without deduction or withholding for or on account of any Taxes. If any deduction or withholding from any payment is required by law then, to the extent that such deduction or withholding would not be required if such payment were made by the Höegh Contractors under the Relevant Agreements, the Guarantor will promptly pay to SPEC an additional amount being the amount required to procure that the aggregate net amount received by SPEC will equal the full amount which would have been received by it had no deduction or withholding been made.

9. **WARRANTIES**

The Guarantor represents and warrants to SPEC that:

- (a) the Guarantor is duly incorporated with the power to execute and perform the obligations under this Deed;
- (b) the Guarantor's obligations under this Deed are valid, binding and enforceable at law;
- (c) the Guarantor has taken all necessary corporate or other action to authorise the execution and performance of this Deed; and
- (d) the execution and performance of this Deed will not contravene any law or regulation to which the Guarantor is subject or cause the Guarantor to breach its constitutional documents or any other agreement which is binding on it.

10. **ASSIGNMENT**

10.1 SPEC may assign the benefit of, and its rights under, this Deed to any person to whom SPEC's rights and/or obligations under and in accordance with the terms of the Relevant Agreements are assigned without having to obtain the consent of the Guarantor.

10.2 The Guarantor may not assign, novate or transfer any of its rights or obligations under this Deed to any person without the prior written consent of SPEC.

11. **THIRD PARTY RIGHTS**

A person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

12. **PARTIAL INVALIDITY AND SEVERANCE**

If any provision is held to be void, invalid, illegal or unenforceable, such provision shall be divisible from this Deed and shall be deemed to have been deleted without affecting the remaining provisions of this Deed. If such deletion materially affects the interpretation of this Deed, the Parties shall seek to agree a substitute provision which reflects the commercial intention of this Deed.

13. **GOVERNING LAW**

This Deed and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

14. **ARBITRATION**

14.1 Any dispute, controversy or claim arising out of or in connection with this Agreement or its formation, including any non-contractual disputes (a "**Dispute**") shall be determined by referral to arbitration in London, England, in accordance with the Rules of the London Court of International Arbitration ("**LCIA Rules**"), as may be amended from time to time, by a panel of three (3) suitably qualified arbitrators, fluent in English, familiar with the general principles of English law, and experienced in arbitrations conducted under the LCIA Rules. Each Party

shall appoint one (1) arbitrator, and the two (2) so appointed shall thereafter appoint the third arbitrator.

14.2 The language of the arbitration shall be English. The arbitral panel shall issue its reasoned award in writing, and is authorized to award costs and attorneys' fees to the prevailing Party as part of its award.

14.3 Any award shall be binding and enforceable against the Parties in any court of competent jurisdiction, and the Parties hereby waive any right to appeal such award on the merits or to challenge the award except on the grounds set forth in Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

15. **NOTICES**

15.1 All demands and notices to be given under this Deed must be in writing and sent by hand or courier or prepaid first-class post or recorded delivery or facsimile to the address of the relevant Party set out in clause 15.2 or such other address as that Party may by notice in writing nominate for the purpose of service and:

(a) any demands or notices sent by prepaid first-class post or recorded delivery will be deemed (in the absence of evidence of earlier receipt) to have been delivered at 9.00 a.m. on the second business day (which expression means a day (excluding Saturdays) on which banks generally are open in the City of London for the transaction of normal banking business) after posting;

(b) any demands or notices sent by courier will be deemed to have been delivered on the date and at the time that the courier's delivery receipt is signed; and

(c) any demands or notices sent by facsimile will be deemed to have been delivered on the date of dispatch.

15.2 Unless notified otherwise, all demands and notices shall be addressed to the Parties as follows:

(a) The Guarantor:

Address: [•]

Facsimile: [•]

Attention: [•]

(b) SPEC:

Address: [•]

Facsimile: [•]

Attention: [•]

16. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed shall be an original, and all the counterparts together shall constitute one and the same instrument. Any Party may enter into this Deed by executing a counterpart and this Deed shall not take effect until it has been executed by all Parties.

IN WITNESS whereof this Deed has been executed and delivered as a deed on the date first above written.

Signed as a deed by

\_\_\_\_\_

for and on behalf of **SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P.** in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness \_\_\_\_\_

*[Note: Colombian counsel to confirm execution block]*

Signed as a deed by

\_\_\_\_\_

for and on behalf of [**HÖEGH LNG HOLDINGS LTD./ HÖEGH LNG PARTNERS LP**] in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

*[Note: Bermudian/Marshall Islands counsel to confirm execution block]*

## DEED OF NOVATION

in respect of a [International Leasing Agreement][*or*][OSA]

for an LNG floating storage and regasification vessel

[•]

(AS TRANSFEROR)

AND

[•]

(AS CONTINUING PARTY)

AND

[•]

(AS TRANSFEREE)

This deed of novation (the "**Deed**") is entered into as a deed on the [●] day of [●], 201[4] **BY AND BETWEEN**:

1. [●], a company organised and existing under the laws of [●], having its registered office at [●] (the "**Transferor**"); and
2. [●], a company organised and existing under the laws of [●], having its registered office at [●] (the "**Continuing Party**"); and
3. [●], a company organised and existing under the laws of [●], having its registered address at [●], (the "**Transferee**").

(individually, a "**Party**", and collectively, the "**Parties**").

**WHEREAS:**

- (A) [●] and [●] are parties to an international leasing agreement dated [●] (the "**ILA**") for the lease of an LNG floating storage and regasification vessel (the "**Vessel**"), pursuant to which [●] has agreed to let the Vessel to [●].
- (B) [●] and [●] are parties to an operation and services agreement dated [●] (the "**OSA**"), pursuant to which [●] has agreed to perform operation and maintenance services in relation to the Vessel.
- (C) [The Transferor will or will procure the transfer of ownership of the Vessel under the ILA to the Transferee on or about the date of this Deed.][**Only where Transferor is the owner of the Vessel and for a novation of the ILA.**]
- (D) The Transferor wishes to be released from all its obligations and liabilities and to transfer all its rights under the [ILA][**or**][OSA] to the Transferee, and the Continuing Party agrees to such release. The Transferee wishes to assume such obligations and liabilities.
- (E) The Parties have agreed to the novation of the [ILA][**or**][OSA] and to the substitution of the Transferee as a party to the [ILA][**or**][OSA] in the place of the Transferor, on the terms and subject to the conditions contained in this Deed.

In consideration of the mutual undertakings given by the Parties' and set forth herein, **IT IS HEREBY AGREED:**

**1. Definitions**

Capitalised terms used in this Deed shall have the same meaning ascribed to them in the [ILA][**or**][OSA].

**2. Novation**

With effect from the date of this Deed (such date to be the "**Novation Date**"):

- 2.1 the Continuing Party hereby releases and discharges the Transferor (including, without limitation, in respect of any breach of the [ILA][**or**][OSA] by the Transferor antecedent to the Novation Date) from all of the Transferor's obligations and liabilities under or in connection with the [ILA][**or**][OSA], and from all claims and demands

whatsoever arising under the [ILA][~~or~~][OSA] on or after the Novation Date, and the Transferor hereby ceases to be a party to the [ILA][~~or~~][OSA];

- 2.2 the Transferor hereby assigns all of its rights under or in connection with the [ILA][~~or~~][OSA] to the Transferee (including, without limitation, in respect of any breach of the [ILA][~~or~~][OSA] by the Continuing Party antecedent to the Novation Date), and releases and discharges the Continuing Party from all of its obligations and liabilities to the Transferor under or in connection with the [ILA][~~or~~][OSA];
- 2.3 the Transferee hereby agrees to assume and perform all of the obligations and liabilities from which the Transferor is released and discharged pursuant to Clause 2.1 of this Deed (including, without limitation, in respect of any breach of the [ILA][~~or~~][OSA] by the Transferor antecedent to the Novation Date) and to be bound by its terms in all respects as if the Transferee had been named as a party thereto in place of the Transferor; and
- 2.4 the Continuing Party hereby agrees with the Transferee to perform and assume the Continuing Party's obligations and liabilities under or in connection with the [ILA][~~or~~][OSA] and to be bound by its terms in every way as if the Transferee had been named as a party to thereto in place of the Transferor (including, without limitation, in respect of any breach of the [ILA][~~or~~][OSA] by the Continuing Party prior to the Novation Date..

### **3. Representations and warranties**

Each of the Parties represents and warrants to each other that:

- 3.1 it is a legal entity duly organised and validly existing under the Laws of the jurisdiction of its formation and that has the corporate power and authority to enter into and to perform its obligations under this Deed and (in relation to the Continuing Party and the Transferee only) under the [ILA][~~or~~][OSA];
- 3.2 its execution, delivery, and performance of this Deed have been authorised by all corporate action on its part, and do not and will not:
- (a) contravene any Law of any Governmental Authority having jurisdiction over the Parties;
  - (b) violate its constitutional documents; or
  - (c) conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which any of the Parties are a party or their property is bound; and
- 3.3 this Deed and, in relation to the Continuing Party and the Transferee only, the [ILA][~~or~~][OSA], is each its legal and binding obligation enforceable in accordance with its respective terms, except to the extent enforceability is modified by bankruptcy, reorganisation and other similar Laws affecting the rights of creditors generally and by general principles of equity.

### **4. Miscellaneous**

- 4.1 If any term or provision in this Deed is or becomes illegal, invalid or unenforceable in whole or in part, under any Law or any jurisdiction, then such term or provision or part shall to that extent be deemed not to form part of this Deed and the enforceability of the remaining provisions of this Deed shall not be affected or impaired in any way.
- 4.2 This Deed may be entered into in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 4.3 Confidentiality
- (a) [Clause 32 (Confidentiality) of the ILA][*or*][Clause 34 (Confidentiality) of the OSA] shall form part of this Deed and shall be treated as if set out in full herein.
- (b) The existence and terms of this Deed shall be treated as Confidential Information for the purposes of the [ILA][*or*][OSA] .
- [5. Guarantee [*Where Transferor is the Owner/Contractor under the ILA/OSA*]**
- 5.1 The terms of this Deed are conditional upon the Transferee having procured on or before the execution of this Deed the delivery to the Continuing Party of a guarantee substantially in the form set out in Schedule 6 of the ILA issued by an entity which meets credit requirements which are substantially equivalent to the HPG Credit Tests.
- 5.2 Promptly following execution of this Deed the Transferee shall provide to the Continuing Party a legal opinion in form and substance satisfactory to the Continuing Party relating to the enforceability of the guarantee referred to in Clause 5.1, the power and authority of the guarantor to enter into and perform the guarantee, and due execution by the guarantor of the guarantee.]
- [*or*]
- [5. Performance Security [*Where Transferor is the Lessee/Customer under the ILA/OSA*]**
- 5.1 The terms of this Deed are conditional upon the Transferee having procured on or before the execution of this Deed the delivery to the Continuing Party of performance security substantially equivalent to the Lessee Performance Security equal to the Lessee Performance Security Value.]
- 6. Notices**
- For the purposes of the [ILA][*or*][OSA], the Transferee's address for notices shall be as follows:
- Address: [•]
- Fax No.: [•]
- For the attention of: [•]
- 7. Governing Law**
- 7.1 This Deed, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its formation (including any

non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

- 7.2 Any dispute arising under or in connection with this Deed, including the validity or enforceability hereof, shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and the terms of the London Court of International Arbitration (LCIA) current at the date of commencement of arbitration proceedings.

**IN WITNESS** whereof this Deed has been executed and delivered as a deed on the date first above written.

Signed as a deed by..... )  
for and on behalf of: )  
 )  
in the presence of a witness: )  
Name of witness: )  
Address of witness: )

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Signed as a deed by ..... )  
for and on behalf of: )  
 )  
in the presence of a witness: )  
Name of witness: )  
Address of witness: )

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Signed as a deed by ..... )  
for and on behalf of: )  
 )  
in the presence of a witness: )  
Name of witness: )  
Address of witness: )

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**Schedule 8 - Approved Mortgagee's Direct Agreement**

To: [•] ("Lessee")

Re: [LNG floating storage and regasification vessel with builder's hull no. 2551 (IMO No. [•]) (the "Vessel")

1. We refer to:

- (a) the international leasing agreement dated [•] between [Owner] as owner of the Vessel ("**Owner**") and [Lessee] as Lessee of the Vessel ("**Lessee**"), under which Owner agreed to let the Vessel to Lessee on the terms and conditions set out therein (the "**Agreement**"); and
- (b) the senior secured term loan credit facility dated [•] between [Owner] as borrower and [•] as lenders (the "**Lenders**"), under which the Lenders agreed to loan certain sums to [Owner] (the "**Credit Facility**").

2. (a) In consideration of Lessee signing the acknowledgement to the notice of assignment given by Owner to Lessee of Owner's assignment to the Lenders by way of security of its rights under the Agreement, and subject always to Lessee complying in all respects with its commitments under the Agreement, we, as mortgagee of the Vessel and on behalf of the Lenders (the "**Mortgagee**"), hereby agree and undertake that we shall not, directly or through the actions of others, take any action which may interfere directly or indirectly with or otherwise disturb Lessee's exclusive, quiet and peaceful use, possession, employment and enjoyment of the Vessel in accordance with the terms of the Agreement and that Lessee will be allowed unfettered use of the Vessel in accordance with the terms of the Agreement.

- (b) The commitments in Paragraph 2(a) do not extend to committing the Mortgagee to preserving Lessee's quiet enjoyment of the Vessel if: (i) Lessee has breached the terms of the Agreement; and (ii) such breach entitles Owner under the terms of the Agreement to withdraw the Vessel from service or otherwise terminate the Agreement, whether or not Owner has exercised its right to terminate the Agreement.

3. Further, the Mortgagee also hereby agrees and undertakes that if an Event of Default (as that term is defined in the Credit Facility) has occurred and is continuing, except in the circumstance described Paragraph 2(c) above, the Mortgagee will not exercise any rights it may have against the Vessel, except as provided below.

Lessee agrees that if:

- (a) the Mortgagee notifies Lessee that an Event of Default (as that term is defined in the Credit Facility) has occurred and is continuing and that either the Mortgagee or its designee wants to assume Owner's rights, obligations and liabilities under the Agreement and be substituted for Owner under the Agreement (the "**Substitute Owner**"), which notice shall give Lessee details of the Substitute Owner, and
- (b) the Substitute Owner is an entity which has the financial and technical capacity to perform Owner's obligations under the Agreement,

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

then if (x) Lessee approves of the Substitute Owner in writing, which approval may not be unreasonably withheld, and shall be deemed given if not disapproved in writing by Lessee within \*\*\*\*\* days after such notice, and (y) the Substitute Owner agrees that the assumption of obligations and liabilities by the Substitute Owner shall include all of the Owner's obligations and liabilities under the Agreement to the fullest extent they remained unperformed or unpaid at the time of assumption (including any obligations in respect of the Purchase Option (as such term is defined in the Agreement)), the Lessee shall enter into a novation agreement (in form and substance satisfactory to Lessee) with Owner and Substitute Owner in relation to the Agreement and, following such novation, Lessee shall continue to perform Lessee's obligations under the Agreement in favour of the Substitute Owner.

4. Nothing in this letter shall create any additional obligations or liabilities on Lessee under the Agreement and nothing in this letter shall modify or limit any of Lessee's rights or benefits under the Agreement.
5. This letter and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this letter or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and any dispute relating to it shall be subject to arbitration in accordance with the procedures set forth in the Agreement.

For and on behalf of

[•],

as Administrative Agent and Security Agent/Mortgagee

By: \_\_\_\_\_

Name:

Title:

In consideration for the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby agree to the terms set out above and hereby consent to, and agree to be bound by, the foregoing letter.

For and on behalf of

[LESSEE]

By: \_\_\_\_\_

Name:

Title:

**NOTICE OF ASSIGNMENT TO BE GIVEN TO THE LESSEE**

(Attachment 1)

To: [Lessee]

Re: Vessel I

We refer to the international leasing agreement dated [•] and together with all amendments and addenda thereto (hereinafter called the "**Agreement**") and made between Owner (the "Owner") and [Lessee] (the "**Lessee**"), relating to the vessel called [•] with an IMO No: [•] (the "**Vessel**"). Capitalized terms used in this Notice of Assignment without definition shall have the meanings assigned to them in the Agreement.

We hereby give you notice of the following and you by your execution and delivery of this Notice and Consent to Assignment (this "**Consent**") hereby agree to the following:

1. That by an Assignment dated \_\_\_\_\_ made between the Owner and the Assignee referred to therein, the Owner has assigned to the Assignee all of its rights, title and interest to and in the Agreement and any moneys whatsoever payable to the Owner under the Agreement or as a consequence of the variation or termination thereof.
2. That the Lessee is hereby irrevocably authorised and instructed to pay such moneys as aforesaid to [•] (Swift: \_\_\_\_\_), For account of: [•] Account No. \_\_\_\_\_, Ref: Vessel I (or at such other place as the Assignee may from time to time direct).
3. Owner shall remain liable to perform all its obligations under the Agreement and the Assignee shall not be under any obligation under the Agreement, but should the Assignee exercise its right to perform, or cause performance by its nominee or designee of, Owner's obligations under the Agreement, Lessee agrees, without thereby releasing Owner from its obligations under the Agreement, to accept such performance.
4. Lessee consents to the Assignment, and agrees that it will make payment of all moneys due and to become due under the Agreement, without setoff or deduction for any claim not arising under the Agreement, direct to the account set forth in Paragraph 2 hereof, and otherwise if the Assignee has given you a written notice, to such account specified by the Assignee at such address as the Assignee shall request the undersigned in writing, in each case until receipt of written notice from the Assignee that all obligations of the Owner to it have been paid in full.
5. Lessee may rely on any written notice given by the Assignee to it as being properly given under the terms of the Assignment and this Consent, even if Owner notifies Lessee that such written notice is not validly given.
6. Lessee's acknowledgement and consent hereunder, and its agreements herein contained, are for the benefit of the Assignee and shall be enforceable by the Assignee.
7. The authority and instructions herein contained cannot be revoked or varied by the Owner without the consent of the Assignee.

In consideration of the Lessee acknowledging and agreeing to the terms of this Notice of Assignment, and subject to:

- (a) the Lessee complying with its obligations under the Agreement;
- (b) the Lessee signing and returning a consent and agreement in the form attached to this Notice of Assignment,

neither the Assignee nor its successors will prejudice in any way disturb or interfere with the Lessees quiet and peaceful use, possession and enjoyment of the Vessel and the Assignee and its successors will allow Lessees unfettered use of the Vessel in accordance with the terms and conditions of the Agreement.

For and on behalf of

OWNER

By: \_\_\_\_\_

Name:

Title:

In consideration for the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby agree to the terms set out above and hereby consent to, and agree to be bound by, the foregoing Notice and Consent to Assignment.

For and on behalf of

LESSEE

By: \_\_\_\_\_

Name:

Title:

**Schedule 9 – Amended Terms applicable to the Alternative Term Option**

1. A new definition of "Basic Standby Rate" shall be added to Clause 1.1 as follows:  
"**Basic Standby Rate**" has the meaning ascribed in Clause 4.5(c)(ii);"
2. The definition of "Daily Hard Arms Reimbursement" shall be deleted in its entirety.
3. The definition of "Daily MSO Reimbursement" shall be deleted in its entirety.
4. The definition of "Daily Reimbursement Amounts" shall be deleted in its entirety and replaced with the following:  
"**Daily Reimbursement Amounts**" means any one or more of the following (as the context requires):
  - (a) the Daily Standby Rate Reimbursement;
  - (b) the Daily Accrued Hire Reimbursement; and
  - (c) the Daily Pre-VAD LOC Reimbursement;"
5. The definition of "First Early Termination Date" shall be deleted in its entirety and replaced with the following:  
"**First Early Termination Date**" means the date falling five (5) years from the Vessel Acceptance Date minus:
  - (a) the aggregate number of days on which Lessee pays the Full Standby Rate (if any); and
  - (b) the aggregate number of days on which Lessee pays the Deemed Rate (if any);"
6. A new definition of "Full Standby Rate" shall be added as follows:  
"**Full Standby Rate**" has the meaning ascribed in Clause 4.5(c)(i);"
7. The definition of "Hard Arms Optional Change" shall be deleted in its entirety.
8. The definition of "Hard Arms Optional Change Amount" shall be deleted in its entirety.
9. The definition of "Hard Arms Option Change Settlement Amount" shall be deleted in its entirety.
10. The definition of "Lessee Performance Security Value" shall be deleted in its entirety and replace with the following:

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**"Lessee Performance Security Value"** means:

- (a) in the case that Lessee has exercised the Alternative Term Option on or before 30 January 2015, \*\*\*\*\* Dollars (USD \*\*\*\*\*); or
- (b) in the case that Lessee has exercised the Alternative Term Option after 30 January 2015, \*\*\*\*\* Dollars (USD \*\*\*\*\*);"

- 11. The definition of "MSO Optional Change" shall be deleted in its entirety.
- 12. The definition of "MSO Optional Change Amount" shall be deleted in its entirety.
- 13. The definition of "MSO Optional Change Settlement Amount" shall be deleted in its entirety.
- 14. The definition of "**Pre-VAD Lessee LOC Value**" shall be deleted in its entirety and replaced with the following:

**"Pre-VAD Lessee LOC Value"** means:

- (a) if Lessee has served a Delay Notice, the applicable Standby Rate (as elected by Lessee) multiplied by one hundred and fifty two (152) days; or
- (b) if Lessee has not served a Delay Notice, \*\*\*\*\* Dollars (USD \*\*\*\*\*) multiplied by one hundred and fifty two (152) days;

- 15. The definition of "Second Early Termination Date" shall be deleted in its entirety and replaced with the following:

**"Second Early Termination Date"** means the date falling five (5) years after the First Early Termination Date;"

- 16. Clause 3.3 shall be deleted in its entirety and replaced with the following:

**"Early Termination Option**

- (a) Each Party shall have the option to terminate this Agreement with effect from the First Early Termination Date by giving the other Party written notice of its intention to do so by no later than \*\*\*\*\* months prior to the First Early Termination Date.
- (b) Each Party shall have the option to terminate this Agreement with effect from the Second Early Termination Date by giving the other Party written notice of its intention to do so by no later than \*\*\*\*\* months prior to the Second Early Termination Date.
- (c) Notwithstanding the foregoing, in the event that Lessee notifies Owner within not less than \*\*\*\*\* months after the Vessel Acceptance Date, that it waives its right to exercise the option to terminate this Agreement with effect from the First Early Termination Date pursuant to Clause 3.3(a), Owner shall also lose its right to exercise

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

the option to terminate this Agreement with effect from the First Early Termination Date pursuant to Clause 3.3(a).

(d) Exercise of either early termination option under this Clause 3.3 shall not nullify the Purchase Option. If either early termination option under this Clause 3.3 is exercised, Lessee shall maintain its right to exercise the Purchase Option on the basis on the terms set out in Clause 5."

17. Clauses 4.3(b) and 4.3(c) shall be deleted in their entirety.

18. Clause 4.5(b) shall be deleted in its entirety and replaced with the following:

"Lessee shall have the option to delay the Delivery Due Date by giving notice to Owner in writing at any time prior to 1 June 2015 (a "**Delay Notice**"). If Lessee serves the Delay Notice, the revised Delivery Due Date shall be determined in accordance with the following narrowing window mechanism:

(a) the revised Delivery Due Date shall fall in the period between 2 June 2016 and 1 November 2016 ("**Window 1**");

(b) no later than 11 January 2016, Lessee shall notify Owner of a \*\*\*\*\* day period, which shall fall entirely within Window 1, within which the Delivery Due Date shall fall ("**Window 2**"). If Lessee fails to provide such notice, Window 2 shall be the \*\*\*\*\* day period ending on the last day of Window 1;

(c) no later than \*\*\*\*\* days prior to the commencement of Window 2, Lessee shall notify Owner of a \*\*\*\*\* day period, which shall fall entirely within Window 2, within which the Delivery Due Date shall fall ("**Window 3**"). If Lessee fails to provide such notice, Window 3 shall be the \*\*\*\*\* day period ending on the last day of Window 2;

(d) no later than \*\*\*\*\* days prior to the commencement of Window 3, Lessee shall notify Owner of the Delivery Due Date which shall be a date falling within Window 3. If Lessee fails to provide such notice, the Delivery Due Date shall be the last day of Window 3."

19. Clause 4.5(c) shall be deleted in its entirety and replaced with the following:

"(c) If Lessee serves a Delay Notice, Lessee shall, at the time of giving written notice to Owner of Window 2 pursuant to Clause 4.5(b)(ii), elect to pay to Owner a daily standby hire rate equal to the amount specified under either Clause 4.5(c)(i) or Clause 4.5(c)(ii):

(i) \*\*\*\*\* Dollars (USD \*\*\*\*\*) if Lessee exercises the Alternative Term Option pursuant to Clause 3.4 after 30 January 2015 or \*\*\*\*\* Dollars (USD \*\*\*\*\*) if Lessee exercises the Alternative Term Option pursuant to Clause 3.4 on or before 30 January 2015 (the "**Full Standby Rate**");

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(ii) \*\*\*\*\* Dollars (USD \*\*\*\*\*) if Lessee exercises the Alternative Term Option pursuant to Clause 3.4 after 30 January 2015 or \*\*\*\*\* Dollars (USD \*\*\*\*\*) if Lessee exercises the Alternative Term Option pursuant to Clause 3.4 on or before 30 January 2015 (the "**Basic Standby Rate**"),

(in either case, the Full Standby Rate and/or the Basic Standby Rate (whichever is elected by Lessee) are referred to as the "**Standby Rate**") in accordance with Clause 4.7(d). The aggregate total amount which Lessee becomes obliged to pay pursuant to this Clause 4.5(c) shall be the "**Standby Hire**" and shall be an amount equal to:

Standby Rate x N

Where N is the number of days between 1 June 2016 and the Delivery Due Date.

The obligation of Lessee to pay the Standby Hire as provided in this Agreement (and without prejudice to any remedies Owner may have under this Agreement arising from the failure of Lessee to pay such Standby Hire as provided in this Agreement) shall represent Owner's sole and exclusive remedy for Lessee delaying the Delivery Due Date in accordance with Clause 4.5(b)."

20. Clause 4.7(d) shall be amended by deleting the words "\*\*\*\*\* Dollars (USD \*\*\*\*\*)" and replacing them with:

(a) in the case that Lessee has exercised the Alternative Term Option on or before 30 January 2015, "\*\*\*\*\* Dollars (USD \*\*\*\*\*)"; or

(b) in the case that Lessee has exercised the Alternative Term Option after 30 January 2015, "\*\*\*\*\* Dollars (USD \*\*\*\*\*)".

21. Clause 11.1(b) shall be deleted in its entirety and replaced with the following:

"(b) The daily rate for the leasing of the Vessel (the "**Rate**") from the Vessel Acceptance Date shall be:

(i) in the case that Lessee has exercised the Alternative Term Option on or before 30 January 2015 \*\*\*\*\* Dollars (USD \*\*\*\*\*) as adjusted in accordance with Clause 4.7(c) (if applicable); or

(ii) in the case that Lessee has exercised the Alternative Term Option after 30 January 2015 \*\*\*\*\* Dollars (USD \*\*\*\*\*) as adjusted in accordance with Clause 4.7(c) (if applicable);"

22. Clause 11.1(d) shall be deleted in its entirety.

23. Clause 12.7(a) shall be deleted in its entirety and replaced with the following:

"(a) Lessee shall pay, and gross up Hire and/or, to the extent applicable, any payment in respect of Accrued Hire, Standby Hire and/or the Pre-VAD Lessee LOC Costs (including any Daily Reimbursement Amounts) to account in full for, any

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Colombian withholding Taxes on any payments made to Owner under this Agreement so that Owner will receive the same net amount as if no such withholding had been required;"

- 24. Clause 20.5(a)(ii) shall be deleted in its entirety.
- 25. Clause 20.5(a)(iii) shall be deleted in its entirety.
- 26. Clause 20.5(b)(ii) shall be deleted in its entirety.
- 27. Clause 20.5(b)(iii) shall be deleted in its entirety.
- 28. Clause 20.5(c)(i) shall be deleted in its entirety.
- 29. Clause 20.5(c)(ii) shall be deleted in its entirety.
- 30. Clause 20.5(d) shall be deleted in its entirety.
- 31. Clause 26.2(c) shall be deleted in its entirety and replaced with the following:

"(c) The provisions of Clauses 26.2(a) and 26.2(b) shall not apply to any payments made under the indemnity provisions in Clause 22 and/or clause 24 of the FSRU Operation and Services Agreement, or to the payment of Hire, Standby Hire and Accrued Hire earned by Owner under this Agreement and/or the payment of any amounts in respect of the Pre-VAD Lessee LOC Costs and/or the payment of the Daily Fee earned by Contractor under the FSRU Operation and Services Agreement."

- 32. Schedule 2 (including Annexes A, B and C) shall be deleted in its entirety.
- 33. Schedule 10 shall be deleted in its entirety and replaced with the following:

(a) In the case that Lessee has exercised the Alternative Term Option after 30 January 2015:

Daily Rate	US\$ *****
N	240
Int. Rate % (monthly)	*****%
Loan	(*****)
Purchase Option %	*****%
Option @ year 5	\$ *****
Option @ year 10	\$ *****

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**Monthly Payments**

<b>Month</b>	<b>US Dollars</b>			<b>Payment</b>
	<b>Interest</b>	<b>Principal</b>	<b>Option</b>	
1	\$ *****	\$ *****		\$ *****
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(b) In the case that Lessee has exercised the Alternative Term Option on or before 30 January 2015:

Daily Rate	US\$ *****
N	240
Int. Rate % (monthly)	*****%
Loan	(*****)
Purchase Option %	*****%
Option @ year 5	\$ *****
Option @ year 10	\$ *****

**Monthly Payments**

<b>Month</b>	<b>US Dollars</b>			<b>Payment</b>
	<b>Interest</b>	<b>Principal</b>	<b>Option</b>	
1	\$ *****	\$ *****		\$ *****
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**Schedule 10 – Distribution of Amortisation and Financial Portion of Rate**

Daily Rate	US\$ *****
N	240
Int. Rate % (monthly)	***** %
Loan	(*****)
Purchase Option %	***** %
Option @ year 10	\$ *****
Option @ year 15	\$ *****

**Monthly Payments**

Month	US Dollars			Payment
	Interest	Principal	Option	
1	\$ *****	\$ *****		\$ *****
2	\$ *****	\$ *****		\$ *****
3	\$ *****	\$ *****		\$ *****
4	\$ *****	\$ *****		\$ *****
5	\$ *****	\$ *****		\$ *****
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12	\$ *****	\$ *****	\$ *****
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### Schedule 11 – Description of Jetty and Customer's Topside Facilities

#### 1. EQUIPMENT REQUIREMENTS

##### 1.1 Jetty topsides equipment will include:

- (a) a minimum of two (2) Marine High Pressure natural Gas Marine Unloading Arms ("**Marine HP NG Unloading Arms**"), or as many as are required to comply with the n+1 redundancy requirements:
  - (i) the specifications of which will be developed by the EPC Contractor;
  - (ii) which are to be preventatively maintained every \*\*\*\*\* months; and
  - (iii) which shall have wind operability limits of a maximum of thirty five (35) knots;
- (b) additional firefighting and safety equipment (including fire water monitors and high expansion foam);
- (c) a Gas pipeline;
- (d) a Marine Loading Arms platform, which will include:
  - (i) a pig launcher for the Gas pipeline; and
  - (ii) a small nitrogen storage tank required for the Marine Loading Arms for the purge of the swivel joint areas;
- (e) mooring equipment suitable for the mooring of a vessel with a one hundred and seventy thousand cubic metres (170,000 m<sup>3</sup>) capacity and side by side mooring of the Vessel and Shuttle Tanker;
- (f) emergency diesel power generator (which will be located onshore) for the use during emergency of operation of hydraulic unit of Marine Loading Arms, emergency shutdowns, and motor-operated valves required on Jetty; and
- (g) Jetty-Vessel instrumentation and a controls interface link.

##### 1.2 Onshore equipment will include:

- (a) an onshore receiving facility, including the following components:
  - (i) a pig receiver;
  - (ii) a pressure let down station;
  - (iii) High integrity protection system for pipeline Gas pressure control, and

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(iv) metering systems; and

(b) a Gas pipeline from the onshore metering system to the custody transfer point.

**1.3 Long lead items**

(a) The Marine HP NG Unloading Arms will be delivered approximately \*\*\*\*\* months following execution of the EPC Contract.

(b) The unloading platform and the access trestle will be delivered approximately \*\*\*\*\* months following execution of the EPC Contract.

(c) Procurement of marine structural steel and piling during the engineering phase after the sixty per cent (60%) Design Control point.

**2. APPLICABLE STANDARDS AND REQUIREMENTS**

**2.1 Applicable codes and standards**

(a) International standards for the jetty design of LNG terminals which shall be consulted in the development of the basis of design:

(i) OCIMF, Effective Mooring, 3rd Edition, 2010;

(ii) OCIMF, Mooring Equipment Guideline, 3rd Edition, 2008;

(iii) SIGTTO, LNG Operations in Port Areas, 2003;

(iv) PIANC, Harbour Approach Channels Design Guidelines, 2014;

(v) API RP-2A WSD Recommended Practice for Planning, Designing and Constructing and LRFD Fixed Offshore Platforms, American Petroleum Institute;

(vi) BS 6349 British Standard Code of Practice for Maritime Structures;

(vii) PIANC report WG33 Guidelines for the Design of Fender Systems;

(viii) PIANC report WG34 Seismic Design Guidelines for Port Structures;

(ix) PIANC-IAPH WG 30 Approach Channels – A guide for Design;

(x) OCIMF MEG3 Mooring Equipment Guidelines, Oil Companies International;

(xi) Marine Forum;

(xii) MOTEMS Marine Oil Terminal Engineering and Maintenance Standards;

- (xiii) IMO International Ship and Port Facility Security Code (ISPS);
- (xiv) DNV-RP-B401 Cathodic Protection Design;
- (xv) Coastal Engineering U.S. Army Corps of Engineers, 2003;
- (xvi) The Rock Manual The use of rock in hydraulic engineering, CIRIA-CUR, 2007;
- (xvii) Cuomo, M. Tirindelli, W. Allsop. (2007) Wave-in-deck loads on exposed jet-ties. Journal of Coastal Engineering 54, pg. 657-679.

In order to minimize conflicting requirements, the following Table outlines the scope of usage for each code listed above.

- (A) API RP-2A WSD and LRFD Estimation of environmental loads and effects on piles such as current forces, marine growth, scour, buoyancy, impact resistance, recommendations on fatigue of connections, design of pin piles (WSD: trestle, LRFD: berth).
- (B) BS 6349 Estimation of environmental loads on vessels including wind and current for moored vessels, guidance on limiting vessel motions while at berth. Determination of maritime loads, load factor and load combinations (berthing, wave, current, mooring, wind effects).
- (C) PIANC WG33 Estimation of berthing energy requirements, abnormal energy factors of safety, vessel approach velocities, fender selection, and allowable hull pressures.
- (D) PIANC WG 34 Estimation of allowable damage during design seismic events, guidelines for selection of design seismic events.
- (E) PIANC WG 55 Safety Aspects of Berthing Operations for Gas Tankers.
- (F) OCIMF MEG3 Recommendations for selection of mooring lines, guidance on selection of mooring equipment on berth, recommendations for location and number of mooring and berthing dolphins.
- (G) IMO Recommendations and requirements on port safety.
- (H) DNV-RP-B401 Design of Cathodic Protection Systems for Piles and other Marine Components

## 2.2 Marine terminal basis of design

- (a) A marine terminal basis of design shall be developed under the EPC Contract.
- (b) The maximum hull pressure shall be one hundred and fifty kilo pascals (150kPa).

- (c) Vessel berthing velocities and berthing angle of attack will be determined during bridge simulation studies prior to vessel arrival.
- (d) Shuttle Tanker berthing and mooring during off-loading operations will be determined based on the outcome of bridge simulation studies and second order-dynamic mooring analyses.
- (e) The marine terminal basis of design will be developed in accordance with the reference standards listed on Section 2.1 above and in accordance with Schedule 1.

### 2.3 **Fenders and cathodic protection**

- (a) Fenders technical specification

The requirements of Jetty fenders for an FSRU moored at all times are to be confirmed with time domain simulations.

- (b) Cathodic protection technical specification

The impressed current protection system will be designed so as to prevent premature breakdown of the Jetty Structure Piling and metallic structures and reinforcing bar. The design parameters are to be identified in hazard identification and hazard operability studies during detailed design.

### 2.4 **Metoceanic report**

Calibration for the metocean derivations (such as Site-specific wave measurements) should be performed to calibrate the swan model.

- (a) Basic mooring study:

- (i) The mooring assessment was completed using OPTIMOOR. Detailed design will be performed using a mooring package suitable for time domain simulations accounting for second order wave loads. For side by side mooring assessment the software package will also account for ship-to-ship hydrodynamic interactions.

- (ii) The mooring system will be checked for the mooring of a vessel with a one hundred and seventy thousand cubic metres (170,000 m<sup>3</sup>) capacity side by side with a Shuttle Tanker. The mooring requirements are to be confirmed with time domain simulations.

- (b) Detail manoeuvring study :

Full mission bridge simulations shall be conducted at least ninety (90) days prior to the Delivery Date for the Vessel as well as for the Shuttle Tankers to be moored side by side with the Vessel to confirm the adequacy of the channel, turning areas and size and number of tugs required for navigation, manoeuvring and berthing.

Schedule 12 – Form of Lessee LOC and Pre-VAD Lessee LOC

HÖEGH LNG FSRU IV LTD.,  
Clifton House, 75 Fort Street,  
P.O. Box 1350,  
Grand Cayman KY1-1108,  
Cayman Islands

[Date]

REF: IRREVOCABLE STANDBY LETTER OF CREDIT NO. (REF. NO. [Insert reference number])

Dear Sirs,

1. By order and for the account of Sociedad Portuaria El Cayao S.A. E.S.P. (“SPEC”), we hereby establish in your favour an irrevocable and unconditional standby letter of credit (“**Letter of Credit**”) in support of SPEC’s obligations under the International Lease Agreement dated [ ] November 2014 and made between SPEC and yourselves and authorise you to draw on [Name and address of bank], up to an aggregate amount of US\$ [ ] (the “**Maximum Amount**”).
2. Funds under this Letter of Credit will be paid to you in accordance with the terms of this Letter of Credit upon receipt by us of a drawing certificate substantially in the form of Annex A hereto (each a “**Certificate**”) not later than ([•]) p.m. ((Colombian)) time) on the Expiry Date (as defined below). Each Certificate may be made by letter or fax and must be received in legible form by us at [insert address and fax no.].
3. Upon receipt of a Certificate in accordance with the terms of this Letter of Credit, payment shall be made to you, without proof or condition, of the amount specified therein in immediately available funds without right of set-off or counterclaim within three (3) Banking Days (where “**Banking Day**” shall mean any day any day on which banks are open for business in [Bogotá (Colombia)]) after receipt of the Certificate, free and clear of, and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature and by whomsoever imposed.
4. This Letter of Credit is effective from [the date hereof] and will remain valid and in full effect until the earlier of:
  - (i) [insert longstop expiry date]

(ii) the time the Letter of Credit is returned to us for cancellation; and

(iii) the time that the amounts paid to you under paragraph 3 of this Letter of Credit in aggregate are equivalent to the Maximum Amount,

(the “**Expiry Date**”).

5. Except to the extent it is inconsistent with the express terms of this Letter of Credit, this Letter of Credit is subject to the International Standby Practices (“**ISP98**”), International Chamber of Commerce Publication No. 590, and as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of England.
6. Any dispute arising out of or in connection with this Letter of Credit, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Letter of Credit. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

Yours faithfully,

---

*(Name and Location of Bank & Authorised Signature(s))*

DRAWING CERTIFICATE

*[Date]*

*[Name of Issuing Bank]*

*[Address]*

Re: Irrevocable Standby Letter of Credit No. *[Insert reference number]* (the “**Letter of Credit**”)

1. We hereby certify that an event has occurred as a result of which, under the agreement pursuant to which the Letter of Credit was provided, we are entitled to make this demand, and we hereby demand payment in the amount of *[insert amount]* under the Letter of Credit.
2. Payment of the amount demanded hereby shall be made by wire transfer to the following account:

Name:

Account Number:

Bank:

Signed by

---

on behalf of Höegh LNG FSRU IV Ltd.

Dated 24 September 2015

**HÖEGH LNG FSRU IV LTD.**  
(as Owner)

and

**SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**  
(as Lessee)

---

**AMENDMENT NO. 1 to the**  
**INTERNATIONAL LEASING AGREEMENT**

**Dated 1<sup>st</sup> November 2014**

**in respect of an LNG floating storage and regasification vessel**  
**under construction at the Builder's yard with Builder's hull No. 2551**

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THIS AMENDMENT NO. 1 (this "**Amendment**") to the international leasing agreement dated 1 November 2014 (the "**Agreement**") is made on this 24<sup>th</sup> day of September by and between:

- (1) **HÖEGH LNG FSRU IV LTD.**, a company incorporated and existing under the laws of the Cayman Islands with its registered office at Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands as lessor of the Vessel under this Agreement (hereinafter referred to as "**Owner**"); and
- (2) **SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P.**, a company organised and existing under the laws of Colombia having its registered office at Cra. 2 No. 11-41 Edificio Torre Empresarial Grupo Area Oficina 1106 Cartagena, Cartagena, Colombia as lessee of the Vessel under this Agreement (hereinafter referred to as "**Lessee**").

#### **RECITALS**

#### **WHEREAS:-**

- (A) The Parties entered into the International Leasing Agreement on 1<sup>st</sup> November 2014;
- (B) The Parties have agreed to make certain amendments to the Agreement as set forth below in accordance with Clause 35 of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby confirmed, the **PARTIES HAVE AGREED AS FOLLOWS:**

#### 1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Amendment, including the preamble hereto, unless otherwise defined herein, a term or expression defined in the International Leasing Agreement shall have the same meaning when used herein.
- 1.2 The Parties agree that the rules regarding headings and interpretation set forth in Clause 1.2 – *Headings and Interpretation* of the Agreement shall apply to this Amendment as if set forth herein.

#### 2. **AMENDMENTS TO THE AGREEMENT**

By execution of this Amendment, the Parties hereby agree to amend the terms of the Agreement as follows:

- 2.1 Clause 4.5(b) is hereby amended by deleting the date "1 June 2015" and replacing it with the date "30 September 2015".

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

2.2 Clause 4.5(c) is hereby amended by deleting the cross reference to "Clause 4.7(d)" and replacing it with "Clause 4.5(d)".

2.3 Clause 4.7(c)(ii) is hereby amended by inserting the word "continue" immediately after the word "shall".

2.4 Clause 5 is hereby amended by adding the following Clauses 5.12, 5.13, 5.14 and 5.15 at the end thereof:

"5.12 If Lessee elects to exercise the Purchase Option pursuant to this Clause 5, Lessee shall provide prior written notice to Owner of its intention to exercise the Purchase Option (the "**Purchase Option Pre-Notice**") not later than \*\*\*\*\* months before the end of the Initial Term or the Second Early Termination Date, as the case may be; *provided* that in the event that a Party elects to terminate this Agreement on the First Early Termination Date pursuant to Clause 3.3(a), Lessee shall be permitted to issue the Purchase Option Pre-Notice to Owner not later than \*\*\*\*\* after notice of such election to terminate is delivered by such Party to the other Party.

5.13 If Lessee duly issues the Purchase Option Pre-Notice within the applicable time frame in Clause 5.12 (the "**Purchase Option Pre-Notice Deadline**"), the Owner shall not, and shall procure that its Affiliates shall not, unconditionally offer the Vessel for employment, or otherwise enter into any firm commitment for employment of the Vessel in the period following the expiry of the Term and the Parties shall perform the Purchase Option in accordance with this Clause 5, subject to the following terms and conditions:

- (a) Within \*\*\*\*\* days of the Lessee's issuance of the Purchase Option Pre-Notice, Lessee shall provide to Owner an irrevocable, unconditional on-demand letter of credit in the amount of \*\*\*\*\* Dollars (USD \*\*\*\*\*), substantially in the form of the Lessee LOC (the "**Lessee Purchase Option LOC**"), as security for the losses which Owner may sustain by restricting its marketing of the Vessel for employment during the period prior to the end of the Term.
- (b) If Lessee fails to provide the Lessee Purchase Option LOC within the time period contemplated under Clause 5.13(a), Lessee shall be deemed to have withdrawn the Purchase Option Pre-Notice and Clause 5.14 shall apply.
- (c) If the purchase of the Vessel is completed in accordance with the terms of this Agreement, Owner shall return the Lessee Purchase

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Option LOC to Lessee immediately following Owner's receipt of the Purchase Option Price.

- (d) If the purchase of the Vessel is not completed in accordance with the terms of this Agreement, except where such failure is caused by an act or omission of Owner in breach of its obligations under this Clause 5, Owner shall be entitled to draw down the full amount of the Lessee Purchase Option LOC and retain such amount as liquidated damages for any losses sustained by Owner in reliance on Lessee's issuance of the Purchase Option Pre-Notice. Such draw down of the Lessee Purchase Option LOC and retention of the proceeds thereof as liquidated damages shall represent Lessee's sole and exclusive remedy in the event that the Purchase Option, once exercised, is not completed.
- 5.14 If Lessee does not duly issue the Purchase Option Pre-Notice before the applicable Purchase Option Pre-Notice Deadline, Owner shall be entitled to offer the Vessel and/or undertake firm commitments for employment of the Vessel after the expiry of the Term. Notwithstanding the foregoing, the failure by Lessee to issue the Purchase Option Pre-Notice shall not preclude Lessee from subsequently exercising the Purchase Option pursuant to this Clause 5, but the following terms shall apply:
- (a) If the Vessel has been committed or has otherwise been offered, by Owner or an Affiliate of Owner, to a third party for performance of a charter or other contract of employment (a "**Third Party Contract**"), the terms for completion of the Purchase Option shall be adjusted as reasonably required (in the reasonable opinion of Owner) to enable performance by Owner or its Affiliate (as applicable), of such Third Party Contract. Such adjustments to the terms shall, if applicable, include the deferral of the date of completion of the Purchase Option until such time as the obligations of Owner, or its Affiliate, in connection with such Third Party Contract have been fulfilled or have otherwise expired, provided that any such deferral of the date of completion shall be limited to a period of \*\*\*\*\* months after the completion date contemplated under Clause 5.6.
  - (b) Except in circumstances where the Vessel is subject to a Third Party Contract, Lessee shall compensate Owner, without deduction, for the full amount of all reasonable and documented costs and expenses incurred by Owner and its Affiliates, in

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

connection with the marketing of the Vessel after the Purchase Option Pre-Notice Deadline, including without limitation any costs or expenses of legal, tax or environmental advisors, travel costs and other expenses, including interest thereon at the Default Rate. Owner shall invoice all such amounts to Lessee within \*\*\*\*\* days after Lessee's notice of its intention to exercise the Purchase Option and shall be paid by Lessee in full together with the Purchase Option Price.

5.15 Any liability of Lessee under Clauses 5.13 and 5.14 shall not be limited by the terms of Clauses 26.1 or 26.2(a)(i)."

2.5 Clause 29.1 is hereby amended by replacing the contact information for notices to Lessee with the following:

"Notice to Lessee:

José Luis Montes Gómez

SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P

Cra. 2 No. 11-41  
Edificio Torre Empresarial Grupo Area Oficina 1106  
Cartegena  
Colombia

Tel: +57 5 371 3217

Email: Jose.Montes@speclng.com"

2.6 Schedule 1 is hereby amended as follows:

- (i) Section A is hereby amended by deleting the classification notation set out next to the word "CLASS" and replacing it with the following:  
*"CLASS: DNV, +1A1, Tanker for Liquefied Gas, Ship type 2G (-163oC, 500kg/m3, 25kPa), FSRU mode 2G (-163oC, 500kg/m3, 70kPa), NAUTICUS (Newbuilding), REGAS-2, E0, CLEAN, BIS, CSA-FLS2, PLUS, COAT-PSPC(B), Recyclable, GAS FUELLED, TMON"*
- (ii) Section A is hereby amended by inserting the following text immediately after "IS VESSEL BUILT ACCORDING TO: USCG REGULATIONS? YES":



(vi) Clause 19.1 of Section B is hereby deleted in its entirety and replaced with the following text:

“19.1 For Ship to Ship transfer:

6 flexible hoses (4 for liquid and 2 for vapor return) of 10” diameter connected to the 16” liquid/vapour manifold through reduction spool pieces.”

**MISCELLANEOUS**

- 3.1 As from the date of execution by both parties hereto of this Amendment, the terms of the Agreement shall be deemed to have been amended in accordance with this Amendment. In case of inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall take precedence.
- 3.2 Except as provided in Clauses 2 and 3.1 above, the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect in accordance with the terms thereof. Whenever the Agreement is referred to in the Agreement or any other instrument or document executed in connection therewith, it shall be deemed to mean the Agreement as hereby amended.
- 3.3 The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party to the Agreement, or constitute a waiver of any provision of the Agreement, or give rise to or be deemed to give rise to a course of dealing or course of conduct.
- 3.4 Without limiting the foregoing, the terms of Clause 28 – *Construction*, clause 30 – *Governing Law and Dispute Resolution*, Clause 32 – *Confidentiality*, Clause 36 – *Counterparts* and Clause 37 – *Rights of Third Parties*; of the Agreement shall apply *mutatis mutandi* to this Amendment as if reproduced herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be duly executed on the date first above written.

**OWNER**

Signed by: /s/ Kristoffer Evju \_\_\_\_\_

Name: Kristoffer Evju \_\_\_\_\_

Title: Attorney in Fact \_\_\_\_\_

**For and on behalf of HÖEGH LNG FSRU IV LTD.**

**LESSEE**

**Signed for and on behalf of SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**

By: /s/ Jose Luis Montes Gomez \_\_\_\_\_

Name: Jose Luis Montes Gomez \_\_\_\_\_

Title: CEO \_\_\_\_\_

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Dated 1 November 2014

**SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**

**(as Customer)**

**and**

**HÖEGH LNG HOLDINGS LTD**

**(as Contractor)**

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**FSRU OPERATION AND SERVICES AGREEMENT**

**in respect of**

**an LNG floating storage and regasification vessel under construction  
at the Builder's yard with Builder's hull No. 2551**

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**This FSRU Operation and Services Agreement** is dated 1 November 2014 and is made between:

- (1) **SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P.**, a company organised and existing under the laws of Colombia having its registered office at Calle 66 No. 67-123, Barranquilla, Colombia (hereinafter referred to as "**Customer**"), and
- (2) **HÖEGH LNG HOLDINGS LTD**, a company incorporated under the laws of the Bermuda whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda (hereinafter referred to as the "**Contractor**").

#### **RECITALS**

#### **WHEREAS:-**

- (A) Owner is the owner of the Vessel.
- (B) Owner and Lessee have entered into the ILA of even date herewith.
- (C) Contractor and Customer wish to enter into this Agreement for the provision by Contractor of FSRU Services.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, Customer and Contractor hereby agree as follows:

#### **1. DEFINITIONS, HEADINGS AND INTERPRETATION**

##### 1.1 Definitions

In this Agreement and the Schedules, save where the context otherwise requires, the following words and expressions shall have the meanings respectively ascribed to them in this Clause:

"**Additional Party**" has the meaning ascribed in Clause 32.5(a)(i);

"**Adverse Metocean Conditions**" means metocean conditions occurring at the FSRU Site which fall outside the determined safe conditions for the Vessel to carry out the required activity, the parameters of which are to be agreed between the Parties based on the outcome of Second Order Dynamic Mooring Analyses during detailed engineering design and which will differ depending on the particular activity being undertaken;

"**Adverse Weather Conditions**" means weather and/or sea conditions experienced or forecast at the FSRU Site which are sufficiently severe either:

- (a) to delay or prevent a Shuttle Tanker (whether before or after reaching the FSRU Site) from proceeding to berth, unloading or departing from berth in accordance

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with the weather standards prescribed in published rules and regulations in effect at the port or by order of the port master; or

- (b) to cause an actual determination by the master of the Shuttle Tanker that it is unsafe for the Shuttle Tanker to proceed to berth, berth, unload or depart from berth;

"**Affiliate**" means, with respect to any Party, a Person that controls, is controlled by, or is under common control with, such Party. For the purposes of this definition, the term "control" means the beneficial ownership of fifty per cent (50%) or more of the voting shares of a company or other entity, as applicable, or of the equivalent rights to determine the decisions of such a company or other entity;

"**Allowed Laytime**" has the meaning ascribed in Clause 5.6(a);

"**Annual Maintenance Allowance**" has the meaning ascribed in Clause 11.1(c);

"**Approved Mortgage**" has the meaning ascribed in the ILA;

"**Approved Mortgagee**" has the meaning ascribed in the ILA;

"**Arrival Window**" means, with respect to a given Confirmed Cargo, the \*\*\*\*\* hour period of time during which the Shuttle Tanker carrying such Confirmed Cargo is scheduled to give its Notice of Readiness at the FSRU Site pursuant to this Agreement;

"**Banking Day**" means any day on which banks are open for business in Bogotá (Colombia), Oslo (Norway), London (England) and New York (United States of America);

"**Boil-Off**" means the vapour which results from vaporization of LNG in the Vessel's cargo tanks;

"**Boil-Off Rate**" means the quantity of LNG converted to Gas due to vaporization of LNG over a given period of time;

"**Cargo Capacity**" means the maximum available safe LNG loading limit of the Vessel from time to time, which shall be ninety eight per cent (98%) of the Maximum Cargo Capacity less the inventory of LNG in the Vessel's cargo tanks at the relevant time;

"**Cargo Interval Requirement**" means the requirement that no Arrival Window should follow the immediately preceding Arrival Window by a period which is shorter than the period necessary to ensure that the second Shuttle Tanker is able to complete, within \*\*\*\*\* hours after the start of the Arrival Window, the discharge of the quantity of LNG scheduled to be unloaded in the Confirmed Cargo, on the assumption that:

- (a) the Shuttle Tanker scheduled for the immediately preceding Arrival Window completed discharge as of the end of such previous Arrival Window; and
- (b) discharge of LNG from the second Shuttle Tanker would otherwise not exceed the Cargo Capacity;

**"Change in Law"** means the occurrence of any of the following after the date of execution of this Agreement:

- (a) the enactment of any new Law (but excluding any such new Law enacted but not yet put into force at the date of execution of this Agreement), or the imposition of authorizations not required as at the date of execution of this Agreement;
- (b) the modification or repeal of any existing Law;
- (c) the commencement of any 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 Law;

**"Classification"** means the classification of the Vessel by the Classification Society;

**"Classification Society"** means an internationally recognized classification society that is a member of the International Association of Classification Societies and that has previous experience of LNG shipping;

**"Common Disputes"** has the meaning ascribed in Clause 32.4(a);

**"Common Tribunal"** has the meaning ascribed in Clause 32.4(a);

**"Conditions of Use"** means the conditions of use, including rules and procedures, applicable to Shuttle Tankers calling at and unloading LNG at the Vessel that relate to safety, insurance, liability, and the technical and operational requirements for such Shuttle Tankers;

**"Conditions Precedent"** has the meaning ascribed in the ILA;

**"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 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;

**"Confirmed Cargo"** has the meaning ascribed in Clause 5.2(c);

**"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, howsoever caused (including by the default or negligence of a Party or breach of any duty owed at Law by a Party) and whether or not foreseeable at the date of this Agreement, including such 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 of use of or damage to 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 down-stream Gas sales agreement, LNG sale and purchase agreement, Shuttle Tanker charters and tug charters), including any non-delivery, under-delivery or off-specification delivery;

**"Consolidation Order"** has the meaning ascribed in Clause 32.4(b);

**"Contract Year"** means each calendar year (being the twelve (12) month period from 1 January to the next following 31 December); provided, however, that:

- (a) the first Contract Year shall commence on the Vessel Acceptance Date and end on the next following 31 December, and
- (b) the final Contract Year shall start from on 1 January immediately preceding the end of the Term and end on the last day of the Term;

**"Contractor Indemnified Party"** means Owner, Contractor and all Owner's and Contractor's Affiliates, contractors, servants and subcontractors, and any such Person's directors, officers, employees, agents, representatives, accountants, consultants, attorneys and advisors;

**"CTMS"** means custody transfer measurement system;

**"Customer's Topside Facilities"** means all infrastructure necessary at the FSRU Site for the delivery of regasified LNG from the Vessel at the Point of Interconnection with the pipeline on the Jetty to the onshore Gas pipeline distribution infrastructure, all as more fully described in Schedule I;

**"Customer Indemnified Party"** means Lessee, Customer and all Lessee's and Customer's Affiliates, contractors, servants and subcontractors, and any such Person's directors, officers, employees, agents, representatives, accountants, consultants, attorneys and advisors;

**"Daily Fee"** has the meaning ascribed in Clause 8.1(b);

"**Damages**" means collectively, all claims, liabilities, obligations, losses, damages, deficiencies, assessments, judgments, penalties, 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);

"**Debit Note**" has the meaning ascribed in Clause 9.2(a);

"**Debit Note Due Date**" has the meaning ascribed in Clause 9.3(b);

"**Default Rate**" has the meaning ascribed in Clause 9.6(a);

"**Delivery Date**" has the meaning ascribed in the ILA;

"**Delivery Due Date**" has the meaning ascribed in the ILA;

"**Dispute**" has the meaning ascribed in Clause 32.3(a);

"**Dollars**" or "**USD**" means the lawful currency of the United States of America;

"**Duly Confirmed Cargo**" means a Confirmed Cargo of LNG:

(a) which conforms to the LNG Quality Specification; and

(b) the unloading of which from a Shuttle Tanker would not exceed the Cargo Capacity;

"**Effective Date**" means the date on which the Conditions Precedent are satisfied under the ILA;

"**Encumbrance**" has the meaning ascribed in the ILA;

"**Environmental Permit**" means the environmental licence for the Project issued by Autoridad Nacional de Licencias Ambientales (ANLA) of Colombia;

"**EPC Contract**" means the EPC contract between Lessee and the EPC Contractor dated on or about the date of this Agreement;

"**EPC Contractor**" means Sacyr Industrial S.L.U. and/or one or more of its affiliates as contractor under the EPC Contract;

"**Estimate**" has the meaning ascribed in Clause 12.3;

"**ETA**" has the meaning ascribed in Clause 5.3;

"**Event of Force Majeure**" has the meaning ascribed in Clause 21.1;

"**Expert**" has the meaning ascribed in Clause 32.2(a);

"**Expert Criteria**" means an expert who:

- (a) is independent;
- (b) has relevant LNG industry experience and relevant experience of the issue which is the subject of the Technical Dispute; and
- (c) unless otherwise agreed, is a member of at least one of the Society of Petroleum Engineers, the Chartered Institute of Arbitrators, the Academy of Experts or the London Maritime Arbitrators Association, or another internationally recognized body of experts;

"**Flag State**" has the meaning ascribed in the ILA;

"**FSRU Operating Manual**" means the operating manual detailing in a comprehensive manner the FSRU Services operations of the Vessel;

"**FSRU Services**" has the meaning ascribed in Clause 5.1;

"**FSRU Site**" means the Jetty, Cartagena, Colombia;

"**Gas**" means any hydrocarbon or a mixture of hydrocarbons (including regasified LNG) consisting predominantly of methane, and including other hydrocarbons and non-hydrocarbons, in a gaseous state;

"**Gas Nomination and Delivery Provisions**" means the provisions set forth in Schedule V;

"**Governmental Authority**" means:

- (a) any national, regional, municipal, local or other government authority, including any subdivision, agency, board, department, commission or authority thereof, of Colombia;
- (b) any maritime and other applicable authorities of the country of the Registry;
- (c) any maritime and other applicable authorities at the FSRU Site;
- (d) the IMO; and
- (e) any other governmental, maritime, port, terminal or other applicable authority having jurisdiction over the Vessel or as the case may require, Owner, Lessee, Contractor or Customer or any Affiliates or agents thereof;

"**Gross Negligence/Wilful Misconduct**" means:

- (a) any act or omission (whether sole, joint or concurrent) by the relevant Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such Party knew, or should have known, such act or failure would have on the safety or property of another Party; or

- (b) any act or omission (whether sole joint or concurrent) by the relevant Party which was a deliberate and intentional breach of such Party's obligations under this Agreement.

In the context of this definition, the act, omission or knowledge of a Party shall mean the act, omission or knowledge of one or more of the Senior Management of such Party;

**"Hard Arms Optional Change"** has the meaning ascribed in the ILA;

**"Hire"** has the meaning ascribed in the ILA;

**"Höegh LNG Group"** means any of:

- (a) Contractor;
- (b) Höegh LNG Holdings Ltd, a corporation organised and existing under the laws of Bermuda;
- (c) Höegh LNG Partners LP, a limited partnership organised and existing under the laws of the Marshall Islands; or
- (d) an Affiliate of one or more of the above;

**"Höegh Performance Guarantee"** has the meaning ascribed in the ILA;

**"Höegh Performance Guarantor"** has the meaning ascribed in the ILA;

**"HSSE"** means health, safety, security and environment;

**"HSSE Management Program"** means the health, safety, security and environmental management program implemented and maintained by the Contractor in relation to the Project;

**"ICC"** means the International Chamber of Commerce's International Centre for Expertise;

**"ILA"** means that certain international leasing agreement between Owner and Lessee dated as of the date hereof pursuant to which Owner lets the Vessel to Lessee;

**"IMO"** means the International Maritime Organization;

**"International Standards"** means those standards and practices from time to time in force applicable to the ownership, design, equipment, operation or maintenance of LNG tankers (including tankers with LNG regasification facilities on-board) and berthing and loading facilities, including, without limitation, those established by the IMO, the OCIMF, or the Society of International Gas Tanker and Terminal Operators, (SIGTTO), (or any successor body of the same) and/or any other internationally recognized agency or organization with whose standards and practices it is customary for international operators of such tankers or facilities to comply;

"**Issuing Party**" has the meaning ascribed in Clause 9.5;

"**Jetty**" means that certain jetty owned and operated by Customer located in Cartagena, Colombia, and as more fully described in Schedule I;

"**Law**" means any 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, authorization, direction, requirement, decision or agreement of, with or by any Governmental Authority;

"**LCIA Rules**" has the meaning ascribed in Clause 32.3(a);

"**Lessee**" has the meaning ascribed in the ILA;

"**Lessee Performance Security**" has the meaning ascribed in the ILA;

"**LIBOR**" means the rate per annum for three (3) months deposit in USD which appears on the Reuters screen "LIBOR01 Page" (or such other page as may replace that page for the purpose of displaying London interbank offered rates for USD deposits) at or about 11 a.m. (London time) on the relevant day;

"**LNG**" means Gas liquefied by cooling and which is in a liquid state at or near atmospheric pressure;

"**LNG Heel**" means LNG retained in the cargo tanks of the Vessel;

"**LNG Price**" has the meaning ascribed in Clause 17.1;

"**LNG Quality Specifications**" has the meaning ascribed in Clause 5.8(a);

"**LNG Transfer Rate**" means the rate of transfer of LNG from the Shuttle Tanker to the Vessel;

"**Loading Point**" has the meaning ascribed in Clause 5.1(a);

"**Marine Loading Arm**" means the articulated pipe system for transfer of Gas from the Vessel to the Jetty's Gas pipeline which may be manoeuvred manually or hydraulically;

"**Maximum Cargo Capacity**" means the maximum cargo capacity of the Vessel, being one hundred and seventy thousand cubic metres (170,000 m<sup>3</sup>) plus or minus one thousand, one hundred cubic metres (1,100 m<sup>3</sup>);

"**Maximum Daily Contract Quantity**" has the meaning ascribed in Clause 5.9(d);

"**Minimum Heel Inventory**" means the minimum amount of LNG Heel required on board the Vessel, being one thousand five hundred cubic metres (1500 m<sup>3</sup>) per cargo tank;

"**MMBtu**" means one million (1,000,000) British Thermal Units ("**BTU**"), a single BTU

being the amount of heat equal to one thousand and fifty five decimal zero six (1,055.06) joules;

"**MMscf**" means one million Standard Cubic Feet (1,000,000 scf);

"**Monthly Cargo Confirmation**" has the meaning ascribed in Clause 5.2(c);

"**Monthly Fee**" has the meaning ascribed in Clause 8.1(a);

"**Monthly Fees Invoice**" has the meaning ascribed in Clause 9.1;

"**Monthly Invoice Due Date**" has the meaning ascribed in Clause 9.3(a);

"**MSO Compressor**" means the minimum send-out compressor, as described in Annex B of Schedule 2 to the ILA;

"**MSO Optional Change**" has the meaning ascribed in the ILA;

"**MT**" means metric tonnes;

"**Nominated Discharge Quantity**" has the meaning ascribed in Paragraph 3.1(a) of Schedule V;

"**Nominee**" has the meaning ascribed in Clause 26.3;

"**Non-Compliant Party**" has the meaning ascribed in Clause 35.2(b);

"**Notice of Readiness**" has the meaning ascribed in Clause 5.4(a);

"**Novation Deed**" means a deed of novation substantially in the form set out in Schedule VIII;

"**OCIMF**" means the Oil Companies International Marine Forum or any successor body of the same;

"**Off-Hire**" has the meaning ascribed in Clause 10.1(a);

"**Off-Specification LNG**" has the meaning ascribed in Clause 5.8(c);

"**Off-Specification Regasified LNG**" has the meaning ascribed in Clause 5.8(g);

"**Onshore Metering System**" means the system designed and provided to Customer under the EPC Contract to measure Gas send-out volumes, rates and quality which includes a data feedback loop to the Vessel;

"**Owner**" has the meaning ascribed in the ILA;

"**P&I**" has the meaning ascribed in the ILA;

"**Partial Daily Fee**" has the meaning ascribed in Clause 8.2(a);

"**Parties**" means, collectively, Customer and Contractor; and a "**Party**" means either of them;

"**Performance Warranties**" means the warranties relating to the performance of the Vessel set out in Schedule VII;

"**Permitted Gas Loss**" means, for the purposes of Clause 5.9, Gas which is unavoidably flared or burned in the Gas combustion unit for any reason other than a reason attributable to the Vessel, including the nominated regasification rate being lower than eighty million Standard Cubic Feet per day (80 MMscf/day);

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

"**Point of Interconnection**" means the junction point on the flange connecting the unloading manifold on the Vessel with the flange coupling of the regasified LNG loading line at Customer's Topside Facilities;

"**Pollution Regulations**" has the meaning ascribed in Clause 20.1;

"**Port Charges**" means all charges of whatsoever nature (including rates, tolls and dues of every description) in respect of the Vessel or any Shuttle Tankers entering, arriving at or leaving the FSRU Site, including charges imposed by fire boats, tugs and escort vessels, any Governmental Authority, a pilot, or any other person assisting any Shuttle Tankers or the Vessel to enter, arrive at or leave the FSRU Site;

"**Preliminary Amendment to the FSRU Operating Manual**" has the meaning ascribed in Clause 4.4(c);

"**Project**" has the meaning ascribed in the ILA;

"**Prolonged Off-Hire**" has the meaning ascribed in Clause 10.4;

"**Proposed Expert**" has the meaning ascribed in Clause 32.2(g)(iii);

"**QA/QM System**" has the meaning ascribed in Clause 4.2(a);

"**OPTIMOOR**" has the meaning ascribed in the ILA;

"**Quality Notice**" has the meaning ascribed in Clause 5.3(f);

"**Quarterly LNG Delivery Schedule**" has the meaning ascribed in Clause 5.2(b);

"**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;

**"Regasification Equipment "** means all machinery and equipment on board the Vessel relating to the capability of the Vessel to regasify LNG and discharge regasified LNG, including, but not limited to, vaporizers, pumps and metering units;

**"Registry"** means the maritime registry of the Flag State;

**"Related Dispute"** means either:

- (a) a Technical Dispute which has one or more common issues of fact or law to another contemplated, ongoing or determined Technical Dispute either under this Agreement or the ILA; or
- (b) a disputed issue of fact under a TUA and/or the EPC Contract, which is (i) of a technical nature; and (ii) also the subject of a contemplated, ongoing or determined Technical Dispute under this Agreement and/or the ILA;

**"Representatives"** with respect to a Party, means the officers, employees and agents of such Party;

**"Restricted Party"** means a person:

- (a) that is listed on any Sanctions List (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 which is subject to country-wide Sanctions Laws;
- (c) that is directly or indirectly owned or controlled by a person referred to in (a) and/or (b) above; or
- (d) with which the Approved Mortgagee is prohibited from dealing or otherwise engaging in a transaction with by any Sanctions Laws;

**"Sanctions Authority"** means the Norwegian State, the Republic of Colombia, the United Nations, the European Union, the member states of the European Union, the United States of America and any authority enacting or enforcing Sanctions Laws on behalf of any of the foregoing entities;

**"Sanctions Laws"** means the economic or financial sanctions laws and/or regulations trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority;

**"Sanctions List"** means any list of persons or entities published in connection with

Sanctions Laws by or on behalf of any Sanctions Authority;

"**Sanctions Warranty Notice**" has the meaning ascribed in Clause 35.2(b)(i);

"**Scheduled Maintenance**" is defined in Clause 11.1(d);

"**Scheduling Representative**" has the meaning ascribed in Clause 5.10;

"**Second Order Dynamic Mooring Analyses**" means those studies conducted to determine the safe operating envelopes of the Vessel and the Shuttle Tankers conducted in accordance with OCIMF guidelines;

"**Senior Management**" means:

- (a) in relation to Contractor, any corporate officer or director of Contractor or an Affiliate of Contractor; and
- (b) in relation to Customer, any corporate officer or director of Customer or an Affiliate of Customer;

"**Service Excusable Event**" means:

- (a) lack of or insufficient LNG inventory supplied by Customer when required hereunder (excluding any failure by Lessee to provide additional LNG required to re-perform any Start-Up and Performance Tests pursuant to clause 4.12(b) and/or 7(g) of the ILA, provided that Lessee uses reasonable endeavours to provide such LNG and that such re-performance of Start-Up and Performance Tests is not for reasons attributable to Lessee);
- (b) Off-Specification LNG supplied by or for the account of Customer hereunder;
- (c) lack of or insufficient Gas off-take capacity;
- (d) any matter or event related or attributable to the Jetty or the Customer's Topside Facilities or the pipeline or any facilities downstream of the Jetty and the Customer's Topside Facilities;
- (e) any breach of any obligations or undertakings by Lessee under the ILA necessary for Contractor to render the FSRU Services hereunder;
- (f) any breach of any obligations or undertakings by Customer under this Agreement necessary for Contractor to render the FSRU Services hereunder;
- (g) any act or omissions of Customer's Affiliates, contractors, servants and subcontractors, or of Lessee's Affiliates, contractors, servants and subcontractors, or any owner or operator of Shuttle Tankers;
- (h) if the FSRU Site or the downstream facilities are closed or any part thereof is prohibited from operating by applicable Law or the decision of any Governmental

Authority;

- (i) lay up of the Vessel at the request of Customer in accordance with Clause 12.1; or
- (j) the existence of Adverse Metocean Conditions,

in each case to the extent the same (i) prevents Contractor from performing any of its obligations under this Agreement, (ii) is not in whole or in part attributable to or has not in whole or in part been caused by Contractor, Owner or Contractor's or Owner's Affiliates, contractors, servants and subcontractors and (iii) does not qualify as an Event of Force Majeure;

"**Service Failure**" has the meaning ascribed in Clause 6.1;

"**Service Failure Compensation**" has the meaning ascribed in Clause 6.1;

"**Shuttle Tanker**" means an LNG carrier vessel nominated by Customer to unload LNG the Vessel which shall be in all respects compatible with the Vessel and have valid OCIMF SIRE report less than twelve (12) months old, be in compliance with applicable Laws and which is subject to the Conditions of Use and Contractor's rights of inspection and approval, such approval not to be unreasonably withheld;

"**Shuttle Tanker Loading Reference Conditions**" has the meaning ascribed in Schedule VII;

"**Standard Conditions**" means a temperature of fifteen degrees Celsius (15°C) and an absolute pressure of one hundred and one decimal three two five (101.325) kPa;

"**Standard Cubic Feet**" or "**scf**" means the quantity of gas which, when saturated with water vapor at a temperature of sixty degrees Fahrenheit (60° F) and an absolute pressure of 14.73 pounds per square inch, occupies 1 cubic foot;

"**Super-numerary**" means a duly qualified (such qualifications being commensurate with their tasks) representative of Customer or any of its Affiliates who may be on board the Vessel at any time in accordance with Clause 13;

"**Taxes**" means all forms of taxation (whether direct or indirect) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, charges, contributions and levies, in each case, in the nature of taxation including (without limitation), corporation tax, supplementary charge, revenue tax, income taxes, sale taxes, use taxes, stamp duty, transfer taxes, gross income taxes, value added taxes, social contribution taxes, employment taxes, government royalties, customs duties, excise duties and environmental taxes and levies and withholding taxes together with all penalties and interest relating thereto and any penalties and surcharges in respect of the associated reporting requirements relating to the movement of goods and provision of services, wherever or whenever imposed;

"**Technical Dispute**" means a dispute in relation to the parameters which constitute

Adverse Metocean Conditions or a dispute of a technical nature in relation to Clauses 4.1(l), 5.8, 5.9, 14 and 16, or any dispute of a technical nature relating to the performance or operation of the Vessel (or measurement thereof), or any other dispute of a technical nature as may be agreed between the Parties, or a "Technical Dispute" as defined in the ILA;

"**Term**" has the meaning ascribed in Clause 2.1;

"**Terminal Users**" means the Thermal Generators and any other user of the terminal and "**Terminal User**" shall mean any one of them;

"**Thermal Generators**" means Termobarranquilla S.A. ESP, Termocandelaria S.C.A ESP and Zona Franca Celsia S.A. ESP (or any successors to or assigns of such entities under a TUA), and "**Thermal Generator**" shall mean any one of them;

"**TUA**" means a terminal use agreement (*Contrato de Prestación de Servicios de Regasificación*) between Lessee and a Thermal Generator dated on or about the date of this Agreement or any other terminal use agreement between Lessee and any other Terminal User;

"**Unscheduled Maintenance**" has the meaning ascribed in Clause 11.1(d);

"**Vessel**" means the vessel as defined in and subject to the ILA;

"**Vessel Acceptance Date**" has the meaning ascribed in the ILA; and

"**Vessel Specifications**" has the meaning ascribed in the ILA.

## 1.2 Headings and Interpretation

Unless the context requires otherwise:

- (a) a Party to this Agreement or any other agreement ancillary thereto shall be deemed to include its permitted successors and assigns;
- (b) words denoting the singular shall include the plural and vice versa and any reference to the neuter gender shall include a reference to the masculine and feminine genders;
- (c) the words "**written**" and "**in writing**" include facsimile, printing, engraving, lithography, photography or other means of visible reproduction;
- (d) 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;
- (e) references to Recitals, Clauses, Paragraphs and Schedules are to be construed as references to recitals, clauses, paragraphs and schedules of this Agreement;

- (f) the Schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Recitals and the Schedules;
- (g) an "**order**" includes any judgment, injunction, decree, determination, declaration or award of any court or arbitral or administrative tribunal;
- (h) 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;
- (i) a reference to a "**day**" shall be construed as reference to a calendar day;
- (j) a reference to the calendar shall be construed as a reference to the Gregorian calendar;
- (k) a "**month**" means a period commencing on a day in a calendar month and ending on the day before the corresponding day in the next calendar month or, if there is none, ending on the last day of the next calendar month;
- (l) the expression "**this Agreement**" shall mean this Agreement as amended, supplemented or modified from time to time with the agreement of Contractor and Customer at any relevant time and any reference to any other document or agreement is a reference to that other document or agreement as amended, supplemented or novated from time to time; and
- (m) the headings of the Clauses in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

## 2. **TERM**

### 2.1 Commencement and Duration of Term

Subject to Clause 2.2, the term of this Agreement shall commence upon the Effective Date and shall continue for so long as the ILA remains in full force and effect ("**Term**"). Without limiting the generality of the foregoing, it is understood that any extension of the ILA pursuant to the terms thereof shall automatically serve as an extension of this Agreement.

### 2.2 Clauses Effective on Execution

The rights and obligations of the Parties under Clauses 2, 17.2, 18.1, 18.2, 23, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 of this Agreement shall be effective on and from the date of execution of this Agreement.

## 3. **SHIPBOARD PERSONNEL AND THEIR DUTIES**

- (a) On and from the Delivery Date until the end of the Term, Contractor shall provide shipboard personnel on the following terms:
- (i) the Vessel shall have a full and efficient complement of master, officers and crew for a vessel of her tonnage, who shall in any event be not less than the number and nationality required by the laws of the Registry and under Colombian Law and who shall be trained to operate the Vessel and her equipment competently and safely;
  - (ii) all shipboard personnel shall hold valid certificates of competence in accordance with the requirements of the laws of the Registry and any requirements of Colombian Laws necessary for the Vessel to trade therein;
  - (iii) all shipboard personnel shall be trained and certified to a standard customary for a Reasonable and Prudent Operator and in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 or any additions, modifications or subsequent versions thereof; and
  - (iv) there shall be on board sufficient personnel with a good working knowledge of the written and spoken Spanish and English language.
- (b) Contractor shall, at all times during the Term, comply with all Laws and requirements of any Governmental Authority in respect of the provision of shipboard personnel, including all Colombian labour Laws, under this Agreement.
- (c) Contractor must submit to Customer upon request by Customer, and/or any Governmental Authorities, such documentation as may be required to satisfy such Governmental Authority as to Contractor's compliance with Colombian labour Laws. Such obligation shall apply in respect of all employees and workers, whether Colombian or foreign, who have an employment relationship with Contractor which is subject to Colombian Laws.
- (d) If Customer complains of the conduct of any of Contractor's employees or workers, Contractor shall immediately investigate the complaint. If the complaint proves to be well founded, Contractor shall, without delay, make a change in the appointments and Contractor shall in any event communicate the result of their investigations to Customer as soon as possible.
- (e) It is understood by the Parties that the Master is responsible for the safety of the Vessel and the crew. Without limiting Contractor's obligations hereunder and without prejudice to Clauses 6, 8.2 and 10, it is agreed that the Master shall have the final decision as to whether the Vessel may safely undertake any aspect of the FSRU Services at any given time.

#### **4. CONTRACTOR'S AND CUSTOMER'S OBLIGATIONS**

##### **4.1 Contractor's Obligations**

Subject to the provisions of this Agreement, Contractor undertakes at its own risk and expense, as from the Delivery Date until the end of the Term:

- (a) to provide all provisions, wages (including but not limited to all overtime payments), shipping and discharging fees and all other expenses of the master, officers and crew of the Vessel;
- (b) to provide all insurance on the Vessel as determined in accordance with Clause 25.1(a) (except to the extent provided by Owner under the ILA);
- (c) to provide all deck, cabin and engine-room stores, water, drinking water, spare parts, propane and lubricating oil;
- (d) to provide all overhaul, maintenance and repairs to the Vessel;
- (e) to provide all fumigation expenses and de-rat certificates;
- (f) to provide all radio traffic and communication equipment or charges, unless otherwise provided by Customer as required herein;
- (g) to provide all deck and gangway watchmen (at port night and day);
- (h) to provide sufficient lighting with Vessel's lights at port;
- (i) to provide nitrogen gas and inert gas for inerting cargo spaces;
- (j) to keep the Vessel's class fully up to date with the Classification Society and maintain all other necessary tonnage certificates and Classification certificates in force at all times;
- (k) to obtain, maintain and ensure compliance with all necessary licenses, permits and authorisations required by Governmental Authorities for the operation and maintenance of the Vessel hereunder and other activities of Contractor under this Agreement, except as otherwise expressly provided in Clause 4.8;
- (l) to ensure that the Vessel is compliant with the current rules, standards and guidelines of Det Norske Veritas for floating liquefied Gas terminals;
- (m) to maintain the Vessel such that it shall be in every way fit to load, carry, store, regasify and discharge regasified LNG, and such that it shall be tight, staunch, strong, in good order and condition, and in every way fit for service, with its machinery, boilers, hull, Regasification Equipment and other equipment (including but not limited to hull stress calculator, radar, computers and computer systems) in a good and efficient state;

- (n) to operate the Vessel and all equipment on board, including the Regasification Equipment and the LNG and Gas metering and quality measurement facilities;
- (o) to provide all mooring lines to moor the Vessel at the FSRU Site;
- (p) to give Customer on-line access (but not control) to all relevant operating variables of the Vessel;
- (q) to provide the FSRU Services when required by Customer or its agents to do so in accordance with the terms of this Agreement;
- (r) to provide Customer with the data reasonably required by Customer to make any calculations in respect of the performance of the Vessel or the services provided by Contractor hereunder, including any data/documents requested by any Governmental Authority;
- (s) to provide Customer with Contractor's daily "noon" reports which shall contain the information set out in Schedule IX. The form of "noon" report shall be developed to provide further information reasonably required by Customer;
- (t) to provide Customer with quarterly operation and maintenance reports;
- (u) to provide Customer with HSSE reports pursuant to the requirements of Clause 4.2(c);
- (v) to provide Customer with an indicative annual maintenance programme prior to the start of each Contract Year;
- (w) to provide reasonable cooperation to Customer to assist Customer to comply with and satisfy any requirements of any Governmental Authority;
- (x) to maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and International Standards;
- (y) to pay all annual flag state fees, any and all registration fees and any and all Classification fees;
- (z) to ensure the proper stowage of LNG and shall keep a strict account of all LNG loaded, Boil-Off, and LNG discharged;
- (aa) to ensure compliance with the requirements under the environmental and other licenses, permits and authorizations of Colombia for operations related to the FSRU Services at the FSRU Site;

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- (bb) to make the payments to Customer as provided in this Agreement; and
- (cc) to provide all other items and pay all amounts in connection with the performance of Contractor's obligations under this Agreement, except to the extent expressly required to be paid or provided by Customer hereunder.

#### 4.2 Safety and Quality Management

- (a) Contractor shall implement and maintain a quality assurance and quality management system (the "**QA/QM System**") which shall be completed and implemented by the Delivery Date, and Contractor shall provide Customer with certification that such QA/QM System is in place. The QA/QM System shall comply with ISO9001, latest edition and shall cover all management activities in relation to the Vessel and its operation and maintenance, and include an HSSE Management Program which shall comply with ISO14001 and OSHAS ISO18001, latest edition and which is satisfactory to Customer acting reasonably in accordance with Schedule II. Notwithstanding the requirements of Schedule II, Contractor shall supply documentation on each anniversary date of the Delivery Date confirming such continued maintenance. Customer may undertake an independent audit and provide comments in such QA/QM System to ensure conformance with the highest International Standards, established safety, quality, security and environmental objectives and continuous improvement of the HSSE Management Program.
- (b) Contractor further undertakes to comply with the International Safety Management Code and establish and maintain:
  - (i) a documented safe working procedures system (including procedures for the identification and mitigation of risks);
  - (ii) a documented environmental management system; and
  - (iii) a documented accident/incident reporting system compliant with the requirements of the Registry and Schedule II.
- (c) Contractor shall submit to Customer a monthly written report detailing all accidents, incidents and environmental reporting requirements in accordance with Schedule II. Contractor shall notify Customer within \*\*\*\*\* hours of any:
  - (i) environmental incident which may have an impact on or require action under the Environmental Permit; or

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- (ii) incident on board the Vessel involving loss of or threat to life or the Jetty or a Shuttle Tanker.
- (d) Contractor shall maintain HSSE records sufficient to demonstrate compliance with the requirements of its HSSE system and this Agreement. Customer reserves the right to confirm compliance with HSSE requirements by independent audit of Contractor.
- (e) Contractor shall comply with all Colombian environmental Laws regarding the rendering of FSRU Services and the requirements of the Governmental Authorities, and shall keep Customer fully informed of all communications exchanged between Contractor and such Governmental Authorities.
- (f) Contractor shall provide all reasonably requested information to Customer relating to the safety and operation of the Vessel.

#### 4.3 Reasonable and Prudent Operator

Without limitation to its other obligations under this Agreement, Contractor shall carry out the FSRU Services acting as a Reasonable and Prudent Operator.

#### 4.4 FSRU Operating Manual

- (a) The FSRU Operating Manual shall be agreed between the Parties at the latest by 1 March 2016. Contractor and Customer shall comply in every respect with the FSRU Operating Manual and with any amendments thereto made pursuant to this Agreement in the performance of their respective rights and obligations under this Agreement. In case of conflict between the terms of this Agreement and those of the FSRU Operating Manual, as it may be amended, the terms of this Agreement shall prevail.
- (b) For the purpose of amending the FSRU Operating Manual, Contractor shall submit to Customer a preliminary draft of the proposed amendment (the "**Preliminary Amendment to the FSRU Operating Manual**"). If Customer intends to submit comments to Contractor with regards to the content of the Preliminary Amendment to the FSRU Operating Manual, Customer shall, no later than \*\*\*\*\* days from the receipt of said manual, give written notice to Contractor of its intention to submit comments on the Preliminary Amendment to the FSRU Operating Manual. In that case, within \*\*\*\*\* days from the date of receipt of said notice from Customer, Contractor shall arrange a meeting with Customer to discuss the latter's comments. If (i) Customer fails to submit said notice to Contractor within the aforementioned period; or (ii) Contractor and Customer meet and

reach agreement on the changes to the Preliminary Amendment to the FSRU Operating Manual, said manual so amended shall constitute the FSRU Operating Manual. If Contractor and Customer are unable to reach agreement on the changes to the Preliminary Amendment to the FSRU Operating Manual or any amendments thereto, Contractor shall determine the content of the amendment to the FSRU Operating Manual, making bona fide efforts to take into consideration Customer's comments. Any amendments to the FSRU Operating Manual determined by Contractor pursuant to the preceding sentence shall conform to the International Standards.

- (c) Contractor shall provide to Customer a copy of all amendments to the FSRU Operating Manual upon completion thereof. No Contractor's amendment to the FSRU Operating Manual shall be binding upon Customer until it has been submitted by Contractor to Customer.

#### 4.5 Spare Parts

Throughout the Term, Contractor undertakes to have and maintain Vessel spare parts as a Reasonable and Prudent Operator.

#### 4.6 Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation and has to be removed, raised, destroyed or marked as required by any compulsory Law of authority having jurisdiction over the area where the wreck is located, Contractor shall bear the cost thereof and shall indemnify Customer against any sums whatsoever which Customer shall become liable to pay or shall pay in consequence of the raising, removal, destruction or marking of the Vessel.

#### 4.7 Refunds and Credits to Customer

Contractor's obligations under this Clause 4 shall extend to all liabilities for customs or import duties arising at any time during the performance of this Agreement in relation to the personal effects of the master, officers and crew, and in relation to the stores, provisions and other matters aforesaid which Contractor is to provide and pay for and Contractor shall refund to Customer any sums Customer or its agents may have paid or been compelled to pay in respect of any such liability.

#### 4.8 Customer's Obligations

Subject to the provisions of this Agreement, Customer undertakes, as from the Delivery Date until the end of the Term:

- (a) subject to the provisions of Clauses 16.1 to 16.3, to provide and pay for all fuel and Boil-Off required by the Vessel from the Delivery Date until the end of the Term;
- (b) to cause the FSRU Site, the Jetty and the Customer's Topside Facilities to be in all respects suitable at any given time for Contractor to (i) render the FSRU Services and (ii) perform its obligations under this Agreement;
- (c) to procure and cause the installation and operation on the FSRU Site of the Jetty and Customer's Topside Facilities;
- (d) to provide and pay for pilot, fire boats, tugs, escort vessels, security measures (including guard vessels) and any other assistance required in order for the Vessel to stay and operate at the FSRU Site;
- (e) to make the payments to Contractor as provided in this Agreement;
- (f) to provide sufficient LNG Heel to be maintained at the Vessel for purposes and during the performance of the FSRU Services in accordance with Clause 14.1 and Schedule VI;
- (g) to provide at its own cost, at any time, all licenses, approvals, consents, concessions, permits, authorisations and certifications of any Colombian Governmental Authority required for the performance of Contractor's obligations hereunder, except if this can only be obtained by Contractor in its name;
- (h) to provide at its own cost, at the request of Contractor, reasonable assistance and information in connection with the application for or the renewal of permits, authorisations and certifications required of Contractor hereunder;
- (i) to pay all Port Charges;
- (j) to provide and pay for suitable and sufficient LNG in order for Contractor to timely comply with and perform its undertakings and obligations set forth in this Agreement, including Clauses 4.1(n), 4.1(q), 16.2 and 16.3.

## 5. FSRU SERVICES

### 5.1 FSRU Services

Contractor shall provide the FSRU Services at the FSRU Site from and after the Vessel Acceptance Date. The "FSRU Services" shall consist of:

- (a) receiving LNG from Shuttle Tankers at the point where the outlet flanges of the Shuttle Tanker's unloading lines connect with the inlet flanges of the LNG loading lines of the Vessel (the "**Loading Point**"), at the rate

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specified in the Vessel Specifications. If the Hard Arms Optional Change is exercised under the ILA, the Loading Point shall be at the loading arms specified in the Vessel Specifications;

- (b) the metering and quality measurement of the unloaded LNG in accordance with the provisions of Schedule III;
- (c) the storage of LNG on board the Vessel;
- (d) the regasification of LNG on board the Vessel;
- (e) the delivery of regasified LNG (Gas) duly nominated by Customer hereunder to the Point of Interconnection up to the Maximum Daily Contract Quantity;
- (f) the metering and quality measurement of the discharged regasified LNG on the Vessel for metering of LNG inventory control and energy balance, in accordance with the provisions of Schedule V; and
- (g) any other activities related or incidental to Contractor's performance of the foregoing.

The FSRU Services shall not include (i) the supply of LNG or the transportation thereof to the Loading Point, (ii) tug and pilot services for the Shuttle Tankers, (iii) the transportation of regasified LNG from the Point of Interconnection, and (iv) the marketing or sale of regasified LNG.

## 5.2 LNG Delivery Schedule

- (a) Customer shall provide to Contractor at least \*\*\*\*\* days prior to the commencement of any Contract Year an indicative program of LNG deliveries to the Loading Point during such year.
- (b) At least \*\*\*\*\* days prior to the start of each calendar quarter after the Vessel Acceptance Date, Customer shall deliver to Contractor a schedule of the LNG deliveries to the Loading Point, anticipated to take place during such quarter (each such schedule a "**Quarterly LNG Delivery Schedule**"). The Quarterly LNG Delivery Schedule shall take into account the Scheduled Maintenance and provide a reasonable estimate of the dates on which Customer intends or desires to unload cargoes at the Vessel in that calendar quarter. Customer will update such quarterly program from time to time. The Quarterly LNG Delivery Schedule program shall be for planning and discussion purposes only and shall not bind Customer.

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- (c) Customer shall, no later than the \*\*\*\*\* day of each month, deliver to Contractor a confirmation ("**Monthly Cargo Confirmation**") confirming each cargo Customer intends to deliver in the following month (each, a "**Confirmed Cargo**"). The Monthly Cargo Confirmation shall set forth for each Confirmed Cargo: (i) the Arrival Window; (ii) Customer's reasonable estimate of the net delivered quantity of LNG (in MMBtu and cubic meters) that the Shuttle Tanker is expected to discharge; (iii) the anticipated loading port; and (iv) 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. Each Monthly Cargo Confirmation shall take into account periods of Scheduled Maintenance notified by Contractor pursuant to Clause 11.1(d) and shall comply (based on the preceding Monthly Cargo Confirmation, where relevant) with the Cargo Interval Requirement. The Monthly Cargo Confirmation shall also include a good faith, non-binding estimate of cargoes that Customer expects to deliver during each Arrival Window in the second following month.
- (d) Except if the discharge of LNG from the applicable Shuttle Tanker would otherwise exceed the Cargo Capacity, or if the LNG is Off-Specification LNG and Contractor has a right to reject it in accordance with the provisions of Clause 5.8 (and subject to any Service Excusable Event), Contractor shall receive and unload all Confirmed Cargos.
- (e) Without limitation of Clause 5.2(d), (i) Contractor shall use reasonable endeavours to accommodate the discharge of LNG from Shuttle Tankers outside of the Monthly Cargo Confirmation, and (ii) Customer shall have the right to schedule additional cargoes of LNG during any month that are not described in the applicable Monthly Cargo Confirmation, and Contractor shall exercise reasonable endeavours to receive and unload all such unscheduled cargoes of LNG provided that (i) such cargoes contain LNG which conforms to the LNG Quality Specification; and (ii) the unloading of such cargo from a Shuttle Tanker would not exceed the Cargo Capacity. Any cargo subject to the provisions of this Clause 5.2(e) shall be deemed to be a Confirmed Cargo. Customer shall have the right to cancel any Confirmed Cargo without any liability to Contractor under this Agreement.
- (f) Title in all LNG cargoes received by Contractor shall remain with the Terminal Users. Contractor shall have the custody of the LNG stored in the Vessel's storage tanks. Risk of loss when onboard the Vessel, regardless of cause, with respect to LNG unloaded at the Loading Point shall pass to Contractor.

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5.3 Notices of Estimated Time of Arrival and LNG Composition

In relation to each Confirmed Cargo, Customer shall provide, or shall cause the Shuttle Tanker's master or the agent or any of them to provide, Contractor with notice of the date and the estimated time of arrival of a Shuttle Tanker at the FSRU Site (the "ETA") at the following times:

- (a) First notice shall be submitted promptly upon departure from the loading port. Such notice shall indicate the ETA, the time and date that the loading was completed and the volume, expressed in cubic meters, of LNG loaded on board the Shuttle Tanker. Customer or its agent shall arrange for the Shuttle Tanker's master to notify Contractor promptly regarding any change in the ETA of \*\*\*\*\* hours or more.
- (b) Second notice shall be submitted not later than \*\*\*\*\* days prior to the ETA, as may be revised in accordance with Clause 5.3(a). If this ETA should change by more than \*\*\*\*\* hours, Customer or its agent shall arrange for the master of the Shuttle Tanker or its agent to promptly give notice of the corrected ETA to Contractor.
- (c) Third notice shall be submitted not later than \*\*\*\*\* hours prior to the ETA, as may be revised in accordance with Clause 5.3(b). If this ETA changes by more than \*\*\*\*\* hours, Customer or its agent shall arrange for the Shuttle Tanker's master or its agent to promptly give notice of the corrected ETA to Contractor.
- (d) Fourth notice shall be submitted not later than \*\*\*\*\* hours prior to the ETA, as may be revised in accordance with Clause 5.3(c). If this ETA changes by more than \*\*\*\*\* hour, Customer or its agent shall arrange for the Shuttle Tanker's master or its agent to promptly give notice of the corrected ETA to Contractor.
- (e) Fifth notice shall be submitted not later than \*\*\*\*\* hours prior to the ETA as may be revised in accordance with Clause 5.3(d). This final ETA notice shall be sent to Contractor confirming or amending the last ETA notice. If this ETA changes, the Shuttle Tanker's master or its agent shall promptly give notice of the corrected ETA to Contractor.
- (f) Not later than \*\*\*\*\* hours following the departure of each Shuttle Tanker from its port of loading, Customer shall notify (or cause to be notified) Contractor of the following characteristics of the LNG comprising its cargo as determined at the time of loading (the "Quality Notice"): (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. Customer or its agent shall inform Contractor as soon as reasonably practicable if Customer is notified of any revision (as to molecular composition and gross calorific value of the LNG when loaded to the Shuttle Tanker) of the information provided in the Quality Notice.

#### 5.4 Notice of Readiness

- (a) Customer shall provide to Contractor, or shall cause the Shuttle Tanker's master or the agent or any of them to provide, notice of readiness to discharge (the "**Notice of Readiness**") when the Shuttle Tanker has arrived at the pilot boarding station at or near the FSRU Site, is ready to proceed to berth at the FSRU Site, and has received the necessary clearances and is otherwise in all respects (physically, legally and documentarily) ready to proceed to berth and unload a Duly Confirmed Cargo of LNG. Notice of Readiness shall be effective: (i) if the Shuttle Tanker arrives within the Arrival Window, when given; or (ii) if the Shuttle Tanker arrives outside the Arrival Window, at the earliest time at which Contractor is to allow the Shuttle Tanker to unload as provided in Clause 5.4(b) below.
- (b) If a Shuttle Tanker arrives outside the Arrival Window, Contractor shall allow the Shuttle Tanker to unload upon arrival or otherwise at the earliest time at which: (i) no other Shuttle Tanker is berthed at the FSRU Site; and (ii) there is sufficient Cargo Capacity to accept unloading of the Shuttle Tanker's cargo (and if the Shuttle Tanker arrived before the Arrival Window, in any event no later than the start of the Arrival Window).

#### 5.5 Unloading

- (a) LNG shall be pumped from the Shuttle Tanker to the Vessel at no cost to Contractor. Contractor shall ensure the continuous and efficient unloading of a Duly Confirmed Cargo of LNG hereunder and the management of Boil-Off. Contractor shall cooperate with Customer, its agents and the Shuttle Tanker's master in the unloading of such cargoes.
- (b) During the unloading of LNG, Contractor shall return to the Shuttle Tanker return vapour in such quantities as is necessary for the safe unloading of the LNG at such rates, pressures and temperatures as may be required by the Shuttle Tanker's design.
- (c) Customer shall be entitled to berth at the FSRU Site and unload a Shuttle Tanker which is part-loaded with a Duly Confirmed Cargo; and to unload at the Vessel a part only of the Duly Confirmed Cargo of the Shuttle Tanker.

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5.6 Laytime

- (a) Subject to Clause 5.6(b), the period of time ("**Allowed Laytime**") allowed for Contractor to discharge a full Duly Confirmed Cargo shall be \*\*\*\*\* consecutive hours.
- (b) Allowed Laytime shall be extended by any period of delay which is caused by one or more of the following:
  - (i) any Service Excusable Event
  - (ii) reasons solely attributable to Customer and/or its Affiliates;
  - (iii) an LNG discharge rate from the Shuttle Tanker to the Vessel of less than the rate specified in the Vessel Specifications (except if such reduced rate is solely attributable to the Vessel);
  - (iv) an Event of Force Majeure;
  - (v) the compliance or non-compliance by the Shuttle Tanker with any port regulations, applicable Laws, maritime concessions or environmental regulations, or other reasons solely attributable to the Shuttle Tanker(s);
  - (vi) Adverse Weather Conditions; and
  - (vii) non-compliance with the Shuttle Tanker Loading Reference Conditions and the operating assumptions set out in section 2.3 of Schedule VII.
- (c) Allowed Laytime shall begin to count upon the earlier to occur of: (i) the Shuttle Tanker being all fast at the FSRU Site; or (ii) \*\*\*\*\* hours after the Notice of Readiness is effective, and shall continue to run until the earlier to occur of: (i) disconnection of the cargo manifold on the Shuttle Tanker from the flange coupling of the unloading line at the Vessel after the Shuttle Tanker's Duly Confirmed Cargo has been fully unloaded (subject for the avoidance of doubt to the Vessel's Cargo Capacity) or (ii) the Shuttle Tanker departs from the Vessel without unloading (or fully unloading) its Duly Confirmed Cargo of LNG.

5.7 Demurrage and Failure to Unload LNG

- (a) If in relation to any cargo the actual laytime, determined in accordance with Clause 5.6(c), exceeds the Allowed Laytime (a "**Demurrage Event**"), Contractor shall pay to Customer demurrage in respect of the

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excess time at the same daily rate or pro rata for a partial day and any excess boil-off costs actually paid by the Terminal Users under the contract pursuant to which the relevant Shuttle Tanker laid at the FSRU Site, subject to the limitations set out in Clause 5.7(c) below.

- (b) If at any time other than as a result of (i) an Event of Force Majeure, (ii) any Service Excusable Event, (iii) reasons solely attributable to Customer and/or its Affiliates, or (iv) Adverse Weather Conditions, the Shuttle Tanker leaves the Vessel without having being able to load all or part of a Duly Confirmed Cargo from the Shuttle Tanker, Contractor shall pay to Customer an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*) per event for a full Duly Confirmed Cargo (or a pro rata amount for partial cargoes), subject to the limitations set out in Clause 5.7(c) below. The obligation of Contractor to pay such amounts under this Clause 5.7(b) shall be subject to Customer having used reasonable endeavours to procure that a term is included in the applicable agreements between the relevant commercial agent and the LNG supplier to the effect that Contractor shall have a reasonable period of time beyond the Allowed Laytime to unload the Duly Confirmed Cargo.
- (c) Contractor's aggregate maximum liability under Clauses 5.7(a) and 5.7(b) shall be limited to: (i) \*\*\*\*\* Dollars (USD \*\*\*\*\*) per event; and (ii) \*\*\*\*\* Dollars (USD \*\*\*\*\*) in aggregate over the Term of this Agreement. Subject to Clauses 6 and 10 and, in case of termination only, Clause 22, the amounts payable by Contractor under Clauses 5.7(a) and 5.7(b) shall be Customer's sole and exclusive remedy of Customer in respect of any event described in Clauses 5.7(a) and 5.7(b). At any point during the Term, if Contractor has paid to Customer under Clauses 5.7(a) and 5.7(b) an aggregate amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*), Customer shall have the right to terminate this Agreement in accordance with Clause 22.1(a)(xv).

5.8 LNG Quality

- (a) Contractor shall receive and unload from Shuttle Tankers LNG that conforms to the LNG quality specifications set out in Schedule III ("**LNG Quality Specifications**").
- (b) Contractor shall not at any time be responsible for the quality of any LNG cargos tendered for delivery at the Loading Point.
- (c) Contractor shall have the right to reject LNG that does not conform to the LNG Quality Specifications ("**Off-Specification LNG**") proposed to be

unloaded by or on behalf of Customer if such cargo of Off-Specification LNG can be expected, in the reasonable opinion of Contractor, to: (i) cause damage to the Vessel; (ii) endanger safety, the environment or life; or (iii) be of such nature that successful treatment or disposal including venting or flaring such volumes would be imprudent or unlawful.

- (d) Each Party shall notify the other as soon as it becomes aware that LNG delivered, or to be delivered, under this Agreement is Off-Specification LNG.
- (e) Contractor shall, at Customer's cost and upon prior coordination and agreement with Customer, use reasonable endeavours to treat Off-Specification LNG in order to make it conform to the LNG Quality Specifications. Contractor shall provide to Customer an estimated as to the anticipated cost of treating such Off-Specification LNG. Customer shall reimburse Contractor for all costs incurred by Contractor as a consequence of receiving and treating any Off-Specification LNG, and Customer shall indemnify Contractor in respect of any claims, Damages or loss of whatsoever nature and howsoever caused that may result or arise in connection with Contractor's acceptance and/or treatment of Off-Specification LNG.
- (f) LNG shall be measured, and quality determined, in accordance with the provisions of Schedule III.
- (g) Contractor shall reimburse Customer for all costs incurred by Customer as a consequence of receiving and treating any regasified LNG that has been contaminated by Contractor during storage or regasification on board the Vessel ("**Off-Specification Regasified LNG**"), and shall indemnify Customer in respect of any claims, Damages or loss of whatsoever nature and howsoever caused that may result or arise in connection with Customer's acceptance and/or treatment of Off-Specification Regasified LNG.

5.9 Gas Quality and Regasified LNG delivery

- (a) Contractor shall deliver to Customer at the Point of Interconnection a quantity of Gas that is, less the fuel gas consumption at the Vessel provided in Clause 16, the Standard Cubic Feet equivalent of the quantity of LNG received by Contractor for Customer's account at the Loading Point minus the remaining LNG on board the Vessel and the Permitted Gas Loss. Customer acknowledges that Permitted Gas Loss will occur at certain regasification rates as set out in Schedule VII, but Contractor shall use reasonable endeavours to notify Customer in advance of a Permitted Gas Loss if Contractor has reasons to believe that a daily nomination pursuant Clause 5.9(d) will lead to a Permitted Gas Loss. Customer shall indemnify and hold Contractor harmless for any consequences of

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Permitted Gas Loss in respect of any emissions restrictions or otherwise, including but not limited to Damages for breach of environmental licenses, permits and/or authorisations.

- (b) Provided that the LNG delivered by or for the account of Customer conforms to the LNG Quality Specifications, including LNG treated in accordance with Clause 5.8(e), Contractor shall redeliver regasified LNG to Customer at the Point of Interconnection that conforms to the specifications set out in Schedule IV.
- (c) The Terminal Users shall have title to all regasified LNG. Risk of loss regardless of cause with respect to regasified LNG shall pass from Contractor to Customer at the Point of Interconnection.
- (d) Subject to (i) any Service Excusable Event, (ii) any Event of Force Majeure, (iii) use of the Annual Maintenance Allowance and (iv) the availability of LNG volumes in excess of the Minimum Heel Inventory, for each day after the Vessel Acceptance Date Customer shall have the right to nominate for vaporization and delivery from the Vessel to the Point of Interconnection a quantity of regasified LNG up to \*\*\*\*\* million Standard Cubic Feet per day (\*\*\*\*\* MMscf/day) (the "**Maximum Daily Contract Quantity**"). The minimum nomination by Customer shall be \*\*\*\*\* million Standard Cubic Feet per day (\*\*\*\*\* MMscf/day).
- (e) Contractor shall deliver the duly nominated regasified LNG at a temperature of 17°C, and at a pressure of between 65-85 barg, subject to a sea water temperature of 25°C or more.
- (f) The vaporization and regasified LNG delivery shall be carried out by Contractor in accordance with the Gas Nomination and Delivery Provisions.
- (g) Delivered regasified LNG shall be measured, and its quality determined, in accordance with the provisions of Schedule IV.

#### 5.10 Scheduling Representatives

Through written notice sent to each other pursuant to this Clause 5.10, each of Contractor and Customer shall appoint a representative to represent such Party regarding the scheduling of LNG deliveries and Gas send-out pursuant to this Agreement (each such representative a "**Scheduling Representative**"). All communications and notices between the Parties hereunder related to the

scheduling of LNG deliveries and Gas send-out shall be through the respective Scheduling Representative of each Party.

5.11 Subcontractors

Contractor shall have the right to subcontract the performance of FSRU Services hereunder; provided, however, that:

- (a) Contractor shall not subcontract the whole of the FSRU Services;
- (b) Contractor's subcontracting of FSRU Services shall not relieve Contractor of any of its obligations or liabilities hereunder, and Contractor shall be responsible for the acts or omissions of any of its subcontractors as if they were the acts and omissions of Contractor itself;
- (c) any subcontractor shall agree to comply with, and shall comply with, any terms and conditions of this Agreement applicable to the portion of FSRU Services to be performed by it; and
- (d) notwithstanding any subcontracting of the performance of FSRU Services, (i) the FSRU Services shall predominantly be performed by the Höegh LNG Group and (ii) the marine crew shall predominantly be employed by Höegh LNG Group.

**6. CONTRACTOR'S FAILURE TO PROVIDE SERVICES**

6.1 Service Failure

Subject to the provisions of the Gas Nomination and Delivery Provisions and Customer having exercised reasonable endeavours to provide Contractor with line packing buffer and/or catch up assistance in order for Contractor to deliver the duly nominated volume of regasified LNG, for each day that Contractor fails to provide the FSRU Services listed in Clauses 5.1(a), 5.1(c), 5.1(d) or 5.1(e) and/or the Vessel fails to comply with the Performance Warranties due to causes other than:

- (a) any Event of Force Majeure;
- (b) any Service Excusable Event; or
- (c) such other events or circumstances expressly provided herein as may excuse (in whole or in part) performance by Contractor of its obligations to unload a Duly Confirmed Cargo or to deliver up to the Maximum Daily Contract Quantity,

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(a "Service Failure"), Contractor shall pay Customer an amount (the "Service Failure Compensation") determined in accordance with Clause 6.2 as (subject to Clauses 5.7, 8.2, 10, 16.2, 16.3, 16.4 and 22 and clauses 11.2, 13 and 20 of the ILA) the sole and exclusive remedy for any such failure.

6.2 Service Failure Compensation

Service Failure Compensation payable by Contractor in case of a Service Failure shall be calculated as follows:

- (a) if the Service Failure results in Contractor failing on any day to deliver the duly nominated volume of regasified LNG, then the Service Failure Compensation shall be calculated by multiplying \*\*\*\*\* Dollars (USD \*\*\*\*\*) by the percentage of the duly nominated volume of regasified LNG that Contractor failed to deliver on such day of Service Failure.
- (b) Notwithstanding anything to the contrary, the aggregate Service Failure Compensation payable by Contractor in any one (1) Contract Year shall not exceed \*\*\*\*\* Dollars (USD \*\*\*\*\*).
- (c) Service Failure Compensation shall not be payable in respect of intraday nominations.

7. CHANGE IN LAW

In the event of any improvement, structural changes or any other modification or new equipment becoming necessary on the Vessel for the use of the Vessel and/or the performance of the FSRU Services under this Agreement by reason of:

- (a) new class requirements;
- (b) legislation of the Flag State; or
- (c) any Change in Law,

such changes shall be dealt with in accordance with the principles set out in clause 10.1 of the ILA.

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## 8. FEES

### 8.1 Fees

- (a) Subject to the terms of this Agreement, unless the Vessel is Off-Hire or the Partial Daily Fee is payable in accordance with this Clause 8, Customer shall pay Contractor a monthly all-inclusive fee for operating and maintaining the Vessel and providing the FSRU Services hereunder (the "**Monthly Fee**"), calculated at the Daily Fee in Dollars per day, and pro rata for any part of a day, from the Vessel Acceptance Date until the end of the Term. The amount of the Monthly Fee payable by Customer for any calendar month shall be equal to the sum of (i) the Daily Fee multiplied by the number of days in the relevant month on which the Daily Fee was payable and (ii) the Partial Daily Fee multiplied by the number of days in the relevant month on which the Partial Daily Fee was payable.
- (b) The daily fee payable (the "**Daily Fee**") from the Vessel Acceptance Date and through December 31 of the calendar year in which the Vessel Acceptance Date occurs, shall be equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*). Thereafter, the Daily Fee shall be adjusted annually as of the first day of each Contract Year as follows:
  - (i) The Daily Fee shall be escalated by \*\*\*\*\* per cent (\*\*\*\*\*%) annually on the Daily Fee from the previous year, commencing on 1 January 2017.
  - (ii) If during a period of \*\*\*\*\* consecutive years, the actual operational expenditures of Contractor connected with the performance of this Agreement increase by more than \*\*\*\*\* per cent (\*\*\*\*\*%) per annum, a review of the Daily Fee shall be undertaken by the Parties and a reasonable adjustment shall be made to address this.

### 8.2 Partial Daily Fee

- (a) On any day on which there is a Service Failure under this Agreement and the Vessel is not considered Off-Hire under this Agreement, a reduced Daily Fee shall be payable by Customer (the "**Partial Daily Fee**").
- (b) The Partial Daily Fee shall be calculated on a daily basis and shall be the Daily Fee multiplied by the percentage of the duly nominated volume of regasified LNG that Contractor was able to deliver on the relevant day under this Agreement, save to the extent any shortfall is attributable to any Service Excusable Event or an Event of Force Majeure.

## 9. PAYMENT AND INVOICING

### 9.1 Invoices

On the first (1st) Banking Day of each month which falls after the Vessel Acceptance Date, Contractor shall issue to Customer an invoice in respect of amounts payable by Customer pursuant to Clause 8 corresponding to the immediately preceding month (the "**Monthly Fees Invoice**"), which shall include the following information:

- (a) the dates and the number of days in the relevant month for which the Daily Fee is payable;
- (b) the applicable Daily Fee;
- (c) the dates and the number of days in the relevant month for which the Partial Daily Fee is payable;
- (d) the applicable Partial Daily Fee for each of the days specified in Clause 9.1(c);
- (e) the gross amount of Monthly Fee payable pursuant to Clause 8.1(a) for the relevant month (expressed in figures and in words), including applicable gross up pursuant to Clause 9.7(a);
- (f) the date and place of issue and serial number of the Monthly Fees Invoice;
- (g) reference to this Agreement;
- (h) the name and code number of the bank, its address and the account number to which payment should be made; and
- (i) the name of a contact person and such person's address and fax number, in order that Customer may notify Contractor that payment has been made.

### 9.2 Debit Notes

- (a) If any amounts are due from one Party to the other Party pursuant to this Agreement other than those set forth in a Monthly Fees Invoice, including any amounts paid but not earned or earned but not paid, then the Party to whom such sums are owed shall furnish to the other Party an invoice (each a "**Debit Note**") therefor setting out, where applicable, the relevant information together with calculations and relevant supporting documents.
- (b) Customer shall be entitled to invoice under a Debit Note

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any disbursements made by Customer for Contractor's or the Vessel's account, including commissions, overheads and handling charges when such disbursements are permitted to be made by Customer under this Agreement;

- (i) lay-up savings (including estimated savings);
- (ii) Service Failure Compensation; and
- (iii) any other amounts to which Customer is entitled or which are payable by Contractor to Customer under this Agreement.

9.3 Payment Dates

- (a) Each Monthly Fees Invoice received by Customer in accordance with Clause 8.1 shall become due and payable on the date which falls \*\*\*\*\* Banking Days after receipt by Customer of the Monthly Fees Invoice (the "**Monthly Invoice Due Date**").
- (b) Each Debit Note shall become due and payable on the date which falls \*\*\*\*\* Banking Days after receipt by the relevant Party of the Debit Note (the "**Debit Note Due Date**").
- (c) All Monthly Fees Invoices and Debit Notes shall be issued and paid in Dollars.

9.4 Payment

- (a) Subject to Clause 9.5, Customer shall pay or cause to be paid, on or before the Monthly Invoice Due Date and Debit Note Due Date, as applicable, all amounts that become due and payable by Customer pursuant to Monthly Fees Invoices or Debit Notes, as the case may be, issued hereunder in immediately available funds to such account with such bank and in such location as shall have been designated by Contractor in such Monthly Fees Invoice or Debit Note, as applicable.
- (b) Subject to Clause 9.5, Contractor shall pay or cause to be paid, on or before the Debit Note Due Date, all amounts that become due and payable by Contractor pursuant to Debit Notes issued hereunder in immediately available funds to such account with such bank and in such location as shall have been designated by Customer in such Debit Note.
- (c) Customer shall not have the right to receive payment from Contractor of any amount under a Debit Note hereunder to the extent Lessee has issued

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a debit note for the same item in accordance with the provisions of clause 12.2 of the ILA. Contractor shall not have the right to receive payment from Customer of any amount under a Debit Note hereunder to the extent Owner has issued a debit note for the same item in accordance with the provisions of clause 12.2 of the ILA.

- (d) Any payment which is due to be made under this Agreement on a day that is not a Banking Day shall be made on the next succeeding Banking Day.

#### 9.5 Disputed Invoices

If a Party disagrees with any Monthly Fees Invoice and/or Debit Note, it shall pay all undisputed amounts of such Monthly Fees Invoice and/or Debit Note (subject to adjustment for outstanding undisputed Monthly Fees Invoice and/or Debit Notes) and shall immediately notify the other Party (the "**Issuing Party**") of the reasons for such disagreement, except that, in the case of manifest error in computation, the Party receiving the Monthly Fees Invoice or the Debit Note shall pay the correct amount after advising the Issuing Party of the error. A Monthly Fees Invoice or Debit Note may be contested by the Party that received it or modified by the Party that sent it, by notice delivered to the other Party within a period of \*\*\*\*\* Banking Days after such receipt or sending, as the case may be. In the event the Parties are unable to resolve the dispute as to a Monthly Fees Invoice or Debit Note the matter shall be referred to arbitration in accordance with Clause 32.3. Promptly after resolution of any dispute as to a Monthly Fees Invoice or Debit Note, the amount agreed or determined to be due shall be paid by Contractor or Customer (as the case may be) to the other Party, together with interest thereon at the Default Rate from the original due date to the date of payment of the due amount.

#### 9.6 Delayed Payment

- (a) If any amount due from either Party under this Agreement shall not be paid or credited when due, then there shall be due and payable to the other Party compensation thereon, calculated at a rate equal to LIBOR plus \*\*\*\*\* per cent (+\*\*\*\*\*%) per annum (the "**Default Rate**"), as it changes from time to time from the date on which such payment or credit became overdue to and until such payment or credit is paid or credited in full.
- (b) If Customer fails to pay any Monthly Fee Invoice on or before the Monthly Invoice Due Date or any Debit Note on or before the Debit Note Due Date, Contractor shall give Customer a written notice requesting that Customer rectifies the failure. Subject to Clause 9.5, if Customer fails to make payment in full of all such outstanding amounts, including interest thereon as provided under Clause 9.6(a) within \*\*\*\*\* Banking Days following the date of receipt of such notice, Contractor shall be entitled to

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claim the full amount of such outstanding payment, including interest thereon as provided under Clause 9.6(a), from the Lessee Performance Security.

- (c) If Contractor fails to pay any Debit Note on or before the Debit Note Due Date, Customer shall give Contractor a written notice requesting that Customer rectifies the failure. Subject to Clause 9.5, if Contractor fails to make payment in full of all such outstanding amounts, including interest thereon as provided under Clause 9.6(a) within \*\*\*\*\* Banking Days following the date of receipt of such notice, Customer shall be entitled to claim the full amount of such outstanding payment, including interest thereon as provided under Clause 9.6(a), from the Höegh Performance Guarantor under the Höegh Performance Guarantee.
- (d) Neither Party shall be responsible for any delay or error by the other (second) Party's bank in crediting the second Party's account provided that the first Party has given proper and timely payment instructions.

#### 9.7 Taxes

Each Party will bear its own Taxes, provided that:

- (a) Customer shall pay, and gross up the Monthly Fee to account in full for, any Colombian withholding Taxes on any payments made to Contractor under this Agreement so that Contractor will receive the same net amount as if no such withholding had been required;
- (b) Customer shall compensate Contractor for any Taxes imposed on Contractor due to the Vessel being permanently moored in Colombia regarding income and sales tax under this Agreement;
- (c) any Taxes relating to any importation (including, for the avoidance of doubt, re-importation) or exportation of the Vessel into or out of Colombia under this Agreement shall be borne by Customer; and
- (d) Customer shall bear or (as required) compensate Contractor for all other Colombian Taxes, including those Colombian Taxes borne by the members of the Höegh LNG Group in connection with the provision of FSRU Services under this Agreement, provided that Customer's overall tax liability under this Agreement shall under no circumstance exceed the amounts withheld and grossed up in accordance with Clause 9.7(a) above.

For the avoidance of doubt, Customer shall in no event be responsible for the payment of any Taxes relating to or arising from (i) Contractor's net income

(except if imposed in Colombia), (ii) Contractor's employees (save for any income Taxes imposed upon the officers and/or crew in Colombia, to the extent that no corresponding deduction may be made against income Taxes payable by such officers and/or crew in their applicable countries of residence) or (iii) Contractor's breach of this Agreement.

In circumstances where (i) Customer has paid and/or compensated Contractor in respect of Taxes imposed in Colombia upon Contractor and/or any other member of the Höegh LNG Group under this Clause 9.7; and (ii) Contractor and/or any such other member of the Höegh LNG Group (as applicable), obtains a corresponding deduction from net income taxes in respect of such Taxes in their applicable country of domicile; Contractor shall reimburse Customer for the net amount of such deduction

9.8 Reporting Requirements

Each Party shall comply with any and all governmental requirements regarding reporting, filing of returns, maintenance of books and records, and payment of Taxes.

9.9 Evidence of Payment

Each Party shall promptly upon request provide the other Party with evidence of payment of all amounts required to be paid by such Party under this Clause 9, including if appropriate access to originals of such evidence.

**10. OFF-HIRE**

10.1 Off-Hire Events

- (a) Except for: (A) maintenance carried out within the Annual Maintenance Allowance; or (B) if due to any Event of Force Majeure (which shall be addressed in accordance with Clause 21); or (C) any Service Excusable Event; or (D) as otherwise expressly set out in this Agreement, the Vessel shall be considered to be off-hire ("**Off-Hire**") if:
- (i) for any reason the Vessel fails to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) when such discharge has been duly nominated by Customer; or
  - (ii) for any reason the Vessel would not be able to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) if Customer were to nominate; or
  - (iii) for any reason the Vessel ceases to be at Customer's disposal at any time during the Term; or

- (iv) performance of the Parties' obligations under this Agreement is suspended pursuant to Clause 35.2(b)(ii) and Contractor is the Non-Compliant Party,

in each case (subject to the exceptions listed above) for any reason including, but not limited to:

- (v) due to any damage, defect, breakdown, deficiency (whether partial or total) of, or accident to, any part of the Vessel (including the Regasification Equipment); or
  - (vi) due to deficiency of personnel or stores; repairs; gas-freeing or inerting for repairs; time in and waiting to enter dry dock for repairs; overhaul, maintenance or survey; collision, stranding, accident or damage to the Vessel; or any other similar cause preventing the working of the Vessel; or
  - (vii) due to industrial action, any event attributable to and/or deficiency of Owner, Contractor, officers or crew, including the failure or refusal or inability of the officers and/or crew to perform the services required under this Agreement or breach of orders or neglect of duty on the part of the officers or crew, whether as a result of a breach of orders or neglect of duty by, or as a consequence of illness or injury to, or labour disputes or strikes by, the officers or crew, or any other dispute relating to Contractor's wages or crew employment policy; or
  - (viii) due to detention of or interference with the Vessel by Government Authorities attributable to legal action against, or alleged or actual breach of regulations by the Vessel, Owner, Contractor, officers or crew; or
  - (ix) due to a failure by the Vessel to comply with Laws, regulations, physical requirements or operational practices at the FSRU Site.
- (b) In addition, the Vessel shall be deemed to be Off-Hire under this Agreement during all periods when the Vessel is off-hire under the terms of clause 13.1(a) of the ILA.

## 10.2 Off-Hire Fees

- (a) In the event that the Vessel is Off-Hire, then the Daily Fees shall not be payable by Customer for any time lost until:
  - (i) the Vessel once again is able to discharge regasified LNG at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) when such discharge has been duly nominated by Customer or the Vessel would be able to discharge regasified LNG

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at a minimum rate of eighty million Standard Cubic Feet per day (80 MMscf/day) if Customer were to nominate and provide sufficient LNG;

- (ii) the Vessel is once again at Customer's disposal;
  - (iii) where Contractor and not Customer has been the Non-Compliant Party, the Parties are able to resume performance of this Agreement pursuant to Clause 35.2(b)(iii);
  - (iv) the Vessel is no longer considered to be off-hire under the terms of clause 13.1(a) of the ILA; and
  - (v) in the event that the Vessel is Off-Hire as a result of a governmental order due to a violation by Owner, Contractor or the Vessel of applicable environmental or other norms and regulations, the Vessel is again in compliance with such norms and regulations.
- (b) For the avoidance of doubt, if the Daily Fees are not payable pursuant to Clause 10.1, this shall (save for Clauses 10.3, 10.4 and 22) be the sole and exclusive remedy under this Agreement of Customer in respect of any event described in Clause 10.1.

#### 10.3 Expenses and Boil-Off During Off-Hire

- (a) Port charges (excluding any pier rental), pilotage, and other similar expenses incurred by the Vessel during periods of Off-Hire or consequent to the putting into any port or place other than the FSRU Site, shall be borne by Contractor.
- (b) If any LNG is lost as Boil-Off or consumed as vapour during periods of Off-Hire, Contractor shall reimburse Customer for the LNG lost at the LNG Price.
- (c) Where accurate measurement of LNG lost as Boil-Off during any such Off-Hire period is impossible for whatever reason, the LNG lost as Boil-Off shall be assumed to have occurred at a constant rate equal to that obtained by measurement between official gaugings of the Vessel's cargo tanks.

#### 10.4 Termination for Prolonged Off-Hire

In the event that the Vessel is Off-Hire for any period exceeding either (a) \*\*\*\*\* consecutive days; or (b) \*\*\*\*\* days over a period of \*\*\*\*\* consecutive months

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("Prolonged Off-Hire"), Customer shall have the right, but not the obligation, to terminate this Agreement by giving notice in writing to Contractor in accordance with Clause 22.1. Such right of termination shall be without prejudice to any other rights and remedies under this Agreement. Any time spent Off-Hire under clause 10.1 of the ILA or Clause 7 should not count towards Prolonged Off-Hire under this Clause 10.4.

## 11. MAINTENANCE AND REPAIRS

### 11.1 Duty to Maintain

- (a) Subject to the terms hereof, Contractor shall perform at its sole cost and expense all maintenance and repair of the Vessel throughout the Term. Contractor shall adhere to a maintenance and repair program throughout the Term which ensures that the Vessel is repaired and maintained to International Standards and can be operated safely, effectively and reliably hereunder throughout the Term.
- (b) Contractor shall advise Customer immediately, in writing, should the Vessel fail any inspection by a Governmental Authority (including, but not limited to, a governmental and/or port state authority). Contractor shall simultaneously advise Customer of its proposed course of action to remedy the defects that caused the failure of such inspection.
- (c) Notwithstanding anything to the contrary, \*\*\*\*\* days in each Contract Year (prorated to the number of days in such Contract Year if shorter than \*\*\*\*\* days) shall be considered the Vessel's "**Annual Maintenance Allowance**" necessary to ensure the continuous performance of FSRU Services.
- (d) Contractor shall be entitled to use the Annual Maintenance Allowance pursuant to Clause 11.1(c) for all scheduled maintenance on the Vessel and may take the Vessel out of service, if so required by such maintenance ("**Scheduled Maintenance**"). The Vessel will remain on-hire during Scheduled Maintenance within the Annual Maintenance Allowance. Subject to Clause 11.1(f), Contractor shall notify Customer of any Scheduled Maintenance and any portion of the Annual Maintenance Allowance to be taken and shall consult and coordinate with Customer as far in advance as possible, but not less than \*\*\*\*\* days, as regards the timing of any Scheduled Maintenance with a view to minimising disruption to Customer's requirement for FSRU Services. Contractor may carry out unscheduled maintenance while the Vessel is afloat, and take the Vessel including all Regasification Equipment, out of service, if so required for such unscheduled maintenance or repairs ("**Unscheduled**

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**Maintenance**"). For the avoidance of doubt, Contractor shall not have any extra maintenance on-hire allowance (save for the Annual Maintenance Allowance) for Unscheduled Maintenance. Maintenance of individual regasification trains that does not cause an inability to meet performance obligations will not be counted as part of this Unscheduled Maintenance and shall (for the avoidance of doubt) not put the Vessel Off-Hire.

- (e) \*\*\*\*\* days prior to the start of each Contract Year, the Parties shall meet with a view to establishing the peak demand period during which Contractor shall use reasonable endeavours not to schedule and perform Scheduled Maintenance during the immediately following Contract Year and an estimation for the subsequent Contract Year.
- (f) Contractor shall immediately inform Customer by notice in writing if it anticipates any maintenance or repair to the Vessel will exceed the Annual Maintenance Allowance in any Contract Year.
- (g) The Parties shall use reasonable endeavours to schedule Scheduled Maintenance on the Vessel at the same time as scheduled maintenance is taking place on the Jetty, Customer's Topsides Facilities and the Thermal Generators' facilities.

## 12. LAYING-UP

### 12.1 Customer's Option

Customer shall have the right (a) during the Term after consultation with Contractor to require Contractor to lay-up the Vessel for all or any portion of the Term at a safe place nominated by Customer and accepted by Contractor, taking into account questions of maintenance access, maintenance quality and security, and (b) during any period of lay-up, to require Contractor to put the Vessel back into service and, upon receipt of any notice from Customer to that effect, Contractor shall immediately take steps to restore the Vessel to service as promptly as reasonably possible. During any period of lay-up under this Clause 12, Contractor's duty of maintenance under Clause 11 shall be reduced to the standard ordinarily applied by prudent owners to vessels of the same type in lay-up and the provisions of Clause 10 shall not apply. Until such time as it is practicable for Contractor to implement or complete all work that is required with respect to fouling, commissioning or other implications due to the lay-up (as may be determined during any survey conducted pursuant to Clause 12.2) to restore the Vessel to a condition it would have been in if it had not been laid-up, any

reduction in the Vessel's performance due to such lay-up requested by Customer under this Clause 12 shall not give rise to a performance claim against Contractor pursuant to this Agreement.

12.2 Surveys on Lay Up

Contractor shall permit (or procure, if requested by Customer) that an in-water survey of the hull is performed (a) each time the Vessel enters into lay-up and (b) immediately prior to the end of any lay-up period. The Vessel shall remain on hire during such survey.

12.3 Fee Adjustment

At or before the beginning of any lay-up period pursuant to this Clause 12, Contractor shall provide an estimate ("**Estimate**") of the savings and extra expense to Customer during the lay-up period. Upon Customer's acceptance of such Estimate, the Daily Fees shall be adjusted based on the Estimate and such adjustment shall apply to the Daily Fee payments thereafter due.

When assessing such saving or extra expense, the items to be taken into account shall include changes in amounts expended on administration, manning, stores, spare gear, lubricating oils, insurance, repairs and maintenance, surveys and dry-docking, entry and exit costs and expenses and the cost to restore the Vessel to a condition it would have been in if it had not been laid-up. As soon as practical after re-entry of the Vessel into service under this Agreement, Contractor shall make a calculation of the actual savings less actual extra expenses as aforesaid for the period of the lay-up and a balancing payment shall be made by Contractor or Customer, as the case may be.

**13. SUPER-NUMERARIES**

13.1 Accommodation on board the Vessel

At all times during the Term, Contractor shall allow entry to, and unrestricted access to any part of, the Vessel and provide accommodation for up to three (3) Super-numeraries to inspect and witness all activities carried out by Contractor on the Vessel pursuant to this Agreement without undue interference with Contractor's operation of the Vessel, provided that there shall be no duplication of such persons in the performance of their tasks.

13.2 Reimbursement of costs

Contractor shall provide provisions and all accommodations and requisites as supplied to officers, including reasonable usage of telecommunications and

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catering services, except alcohol, and Customer shall reimburse Contractor the cost of such provisions or requisites for each Super-numerary while on board the Vessel in the amount of \*\*\*\*\* (USD \*\*\*\*\* ) per day.

#### 14. VESSEL TEMPERATURE AND LNG RETENTION

##### 14.1 LNG Heel

Contractor and Customer shall agree, from time to time based on current experience, the quantity of LNG Heel to be retained on board following regasification of LNG for the purpose of cooling, which shall not be less than the Minimum Heel Inventory.

Except:

- (a) for an Event of Force Majeure;
- (b) following lay-up;
- (c) when otherwise instructed by Customer, or
- (d) for an event attributable to Customer or any Service Excusable Event,

Contractor undertakes that the Vessel shall always when waiting to load LNG at the FSRU Site be in a ready-to-load condition with the average temperature of each cargo tank (excluding top dome) being no warmer than -130°C with the ability to maintain such temperature for a period of not less than twenty four (24) hours after the later of 00:01 hours on the scheduled loading date or of the time of tendering of Notice of Readiness for the loading of LNG.

LNG normally required for gassing up and cooling for loading LNG following lay-up shall be for Customer's account. In all cases, even where the cost of LNG for gassing up and cooling down is for Contractor's account, Customer will nonetheless procure the supply of all LNG required for gassing up and cooling down.

14.2 Cool-Down

- (a) Customer shall provide and pay for LNG required for cooling the Vessel's cargo tanks and other handling systems to the temperatures necessary to commence loading only in the following circumstances:
  - (i) in the event that the quantity of LNG Heel retained on board as agreed by Contractor and Customer pursuant to Clause 14.1 is not sufficient to enable the Vessel to receive a transfer of LNG from a Shuttle Tanker in a cold and ready to load condition unless such insufficiency is the result of an act or omission on the part of Contractor or Owner or fault of the Vessel;
  - (ii) when LNG is required due to:
    - (A) an Event of Force Majeure;
    - (B) Customer delaying loading of the Vessel;
    - (C) a Service Excusable Event;
    - (D) the length of time between LNG cargoes supplied to the Vessel;
    - (E) Contractor's rejection of Off-Specification LNG in accordance with Clause 5.8; or
    - (F) return of the Vessel to service after any lay-up ordered by Customer or after the Vessel has been withdrawn from service at the request or convenience of Customer as a result of which the Vessel has been warmed up and/or Gas freed;
  - (iii) where the Vessel is required to receive a transfer of LNG from a Shuttle Tanker, and such Shuttle Tanker did not arrive at the Vessel on schedule.
- (b) Contractor shall pay for LNG at the LNG Price required for cooling the Vessel's cargo tanks in the following circumstances:
  - (i) following periods of Off-Hire under this Agreement or periods of off-hire under the ILA;
  - (ii) if, except as provided in Clause 14.2(a), on arrival of a Shuttle Tanker at the Vessel is not in a ready-to-load condition; and
  - (iii) where the LNG is required and caused by Contractor's breach of this Agreement or Owner's breach of the ILA.

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**15. PILOTS AND TUGS**

15.1 Port Services.

Pilots, tugboats, stevedores, longshoremen or any other provider of port services, when required for the Vessel, shall be employed and paid for by Customer.

15.2 Service of Contractor

Any pilots, tugboats, stevedores, longshoremen or any other provider of port services referred to in Clause 15.1 shall, to the extent providing services to the Vessel, be the borrowed servants of the Contractor and Contractor shall have control over and ultimate liability for the actions of the same to the extent only that such liability is covered by Contractor's insurance as provided in Clause 25.1 (or would have been so covered if Contractor has been in compliance with its obligations under Clause 25.1). Customer shall have ultimate liability for the actions of such pilots, tugboats, stevedores, longshoremen or any other provider of port services to the extent not covered by Contractor's insurance.

**16. FUELS**

16.1 Low Sulphur Marine Fuel

From the Delivery Date, to the extent required by any applicable Law or by any Colombian Governmental Authority, Customer shall procure and provide suitable low sulphur marine fuel for the Vessel. Such marine fuel shall as a minimum comply with the quality specification set forth in Schedule IV.

16.2 Use of Marine Fuel as Fuel

From the Delivery Date, Contractor shall procure and/or provide the required marine fuel, and Customer will reimburse Contractor therefor at actual cost. Subject to Customer's obligation to provide sufficient LNG for the use as fuel gas on the Vessel, the maximum daily quantity of marine fuel consumption that Customer shall be required to pay for under this Clause 16.2 shall be \*\*\*\*\* ton/day, and this quantity is guaranteed by Contractor. Any excess consumption of marine fuel over \*\*\*\*\* ton/day shall be for the sole account of Contractor, except to the extent caused by Customer's failure to provide sufficient LNG (as set out in Schedule VI) for use as fuel gas on the Vessel, or is the result of (i) an

Event of Force Majeure, (ii) any ILA Excusable Event, or (iii) any Service Excusable Event.

16.3 Use of LNG as Fuel

From the Delivery Date, Customer shall provide, at its expense, sufficient LNG for use as fuel gas on the Vessel. LNG fuel gas consumption on the Vessel shall not exceed the amounts set forth in Schedule VII, subject to the conditions specified therein. Based on monthly reconciliations, if the Performance Period Actual Fuel Consumption (as defined in Schedule VII) exceeds the Performance Period Guaranteed Fuel Consumption (as defined in Schedule VII), Contractor shall pay Customer for any excess fuel gas consumption at the LNG Price as provided in Clause 17.1.

16.4 Boil-Off gas

If in respect of each Performance Period when the Vessel is in Storage Condition and for reasons other than (i) an Event of Force Majeure, (ii) any ILA Excusable Event; or (iii) any Service Excusable Event, the amount of Boil-Off exceeds 0.15% of the Maximum Cargo Capacity per day, Contractor shall pay to Customer, an amount equal to the amount of that excess Boil-Off (expressed in MMBtu) multiplied by the relevant LNG Price for the period.

**17. MISCELLANEOUS**

17.1 Fuel Prices

Where, under this Agreement, either Contractor or Customer are required to pay for or reimburse the other Party for the value of fuel oil or diesel oil, the transfer price shall be the last documented price paid for each item under an arms-length transaction with an unrelated Person. Where, under this Agreement, either Contractor or Customer are required to pay for or reimburse the other Party for the value of LNG Heel or natural gas vapours, the transfer price shall be the ex-ship price for such LNG in USD per MMBtu, as stipulated in the applicable LNG purchase and sale agreement to which such LNG or natural gas vapours relate (the "**LNG Price**").

17.2 Intellectual Property

It is expressly agreed that all intellectual property rights related to the Vessel and related regasification technology, including any intellectual property rights developed by or for Owner or Contractor in relation to the Vessel, shall be or

remain the sole and exclusive property of Owner, or Contractor, as the case may be.

**18. BUSINESS PRINCIPLES**

18.1 Compliance with Law

Each Party agrees to comply with all Laws and all decrees, ordinances, directives and lawful regulations of any Governmental Authority in connection with this Agreement or applicable to any activities carried out by a Party under this Agreement.

18.2 Proper Practice

- (a) Neither Party shall pay any fee, commission, rebate or anything of value to or for the benefit of any employee of the other Party, nor will either Party do business with any company knowing the results might directly benefit an employee of the other Party. Each Party shall use due diligence not to permit any of the other Party's employees, servants, agents or representatives to engage in any activities contrary or detrimental to the best interests of the other Party.
- (b) The Parties mutually agree that, in connection with this Agreement and the activities contemplated herein, neither of them nor any of their respective employees, authorized agents, representatives or Affiliates will take action, or omit to take any action, that would cause the other Party to be in violation of any Law related to the other Party's business practices.
- (c) The Parties agree that all invoices rendered by each to the other Party as provided for in this Agreement shall, in reasonable detail, accurately and fairly reflect the facts about all activities and transactions which are the subject of the invoice.
- (d) Notwithstanding the generality of the foregoing, each Party represents and warrants that neither it nor any of its officer, director, employee, authorized agent or representative thereof has made prior to the date hereof, and covenants that neither it nor any of its officer, director, employee, authorized agent or representative thereof will make or cause to be made any payment, loan, or gift of any money or anything of value, directly or indirectly:
  - (i) to or for the benefit of any official or employee of any Governmental Authority thereof; or
  - (ii) to any other Person or entity,

where such payment, loan, or gift of any money or anything of value is intended to influence a decision in favour of a Party in a manner that is inconsistent with the principles set forth in this Clause 18.

18.3 Ethical Policy

Customer and Contractor may each from time to time advise the other Party of any ethical or business practices policy which apply to the relevant Party and the other Party shall use reasonable endeavours to adhere to such policy, provided it does not affect the safe or reliable operation of the Vessel or give rise to the other Party incurring any unreasonable cost.

18.4 SIGTTO

The Vessel shall be operated and maintained in accordance with SIGTTO 2000 edition of liquefied Gas handling principles on ships and in terminals and the 1995 edition of ICS Vessel safety guide (liquefied gases), as they may be amended from time to time.

**19. DRUGS AND ALCOHOL**

Contractor warrants that it has in force an active policy covering the Vessel which meets or exceeds the standards set out in the "Guidelines for the Control of Drugs and Alcohol On Board Ship" as published by OCIMF dated June 1995 (or any subsequent modification, version, or variation of these guidelines) and in Schedule II, and that this policy will remain in force throughout the Term, and Contractor will exercise due diligence to ensure the policy is complied with.

**20. POLLUTION AND EMERGENCY RESPONSE**

20.1 Compliance with Pollution Regulations

Contractor shall exercise all due diligence to ensure that no oil, Gas or harmful or hazardous substances of any description shall be discharged or escape accidentally or otherwise from the Vessel; and that the Vessel, its officers and crew shall comply with all international, national and state sea and air pollution and environmental laws, conventions or regulations ("**Pollution Regulations**") applying in the territorial waters of Colombia, as well as the rules set out in Schedule II. Contractor shall produce evidence satisfactory to Customer demonstrating Contractor's compliance with any financial responsibility requirements that may exist under any Pollution Regulations. For the avoidance of doubt, should the Vessel, Owner or Contractor breach any of the undertakings hereunder or commit any offence under any Pollution Regulations and as a result the Vessel is unavailable for service under this Agreement, the Vessel shall be Off-Hire until the Vessel is again in a state to resume service under this

Agreement and has regained a point of progress at least equivalent to that when the hire ceased.

20.2 Member of the International Tanker Owner's Pollution Federation

Contractor warrants that it is a member of the International Tanker Owner's Pollution Federation, or any successor body of the same, and that Contractor will retain such membership during the Term.

20.3 Qualified Individuals

Contractor shall advise Customer of its organizational details and names of Contractor's personnel together with their relevant telephone/facsimile/e-mail numbers, who may be contacted on a twenty four (24) hour basis in the event of spills or environmental emergencies. Contractor and Customer shall update such information and provide the other Party with such revised details on a regular basis so as to ensure that each Party has up to date and correct information.

Notice to Contractor's Pollution and Emergency Response Department:

John L. Acomb (Designated Person Ashore)  
Fax : +47 975 57 401  
Mobile: +47 469 171 62

Notice to Customer's Pollution and Emergency Response Department:  
To be notified by Customer to Contractor prior to the Delivery Due Date

20.4 Accidental Escape

In the event of any spillage, discharge or release of LNG, Gas or other substance from the Vessel, Contractor shall immediately and at its cost and expense, take all necessary measures to minimize such spillage, discharge or release. Notwithstanding the foregoing, Customer may, at its option, and upon notice to Contractor undertake measures to prevent or minimize damage in case of an accidental escape of LNG, Gas or other substance from the Vessel. In such instances, Customer shall be deemed to take all measures on behalf of Contractor and all costs and expenses shall be for Contractor's account.

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20.5 Notice of Accident

Contractor shall promptly notify Customer, and in any event not later than \*\*\*\*\* hours after such occurrence, in the event whether occurring at sea or in port, of any fire, explosion, accident, collision, grounding, cargo release or spill or any other reason that could result in a significant or serious damage to the Vessel, the Vessel's crew or cargo.

20.6 Annual Emergency plan

Contractor shall submit to Customer on or before the first (1st) day of each Contract Year an annual emergency plan relating to attending emergencies during operation and maintenance of Vessel.

**21. FORCE MAJEURE**

21.1 Force Majeure

Subject to Clause 21.2, whether expressly provided or not in this Agreement, a Party (the "**Affected Party**") shall not be responsible for (i) any failure to perform any of its obligations or undertakings under this Agreement (excluding any obligation to make a payment under the terms of this Agreement, unless such failure is due to an Event of Force Majeure affecting one or more of the banks to or from which such payment is to be made, and it is not possible, using reasonable endeavours for the Affected Party to make payment by alternative arrangements) or (ii) for any loss or damage or delay arising from a failure, delay or omission in performing its obligations hereunder, due to or arising or resulting from an Event of Force Majeure. An "**Event of Force Majeure**" means any of the following events to the extent that such event (i) is beyond the reasonable control of the Affected Party (or any member of the Höegh LNG Group where Contractor is the Affected Party or any Affiliate of Customer where Customer is the Affected Party) to avoid, prevent or overcome and (ii) does not result from the fault or negligence of, or the failure to avoid or overcome by the exercise of reasonable diligence by, the Affected Party (or any member of the Höegh LNG Group where Contractor is the Affected Party or any Affiliate of Customer where Customer is the Affected Party), and (iii) prevents, hinders or delays the Affected Party from performing its obligations under this Agreement:

- (a) fire, explosion, atmospheric disturbance, lightning, earthquake, tidal wave, tsunami, tsunami warning, typhoon, tornado, hurricane or named storms,

flood, landslide, soil erosion, subsidence, washout, perils of the sea or other acts of God;

- (b) war (whether declared or undeclared), blockade, civil war, act of terrorism, invasion, revolution, insurrection, acts of public enemies, mobilization, civil commotion, riots, sabotage or assailing thieves;
- (c) (except in the circumstances set out in Clause 35.2(b)(ii)) acts of princes or rulers or acts of any Governmental Authority, or compliance with such acts, that directly affect the Affected Party's ability to perform its obligations hereunder;
- (d) plague or other epidemics or quarantines;
- (e) strike, lockout or industrial disturbance at the FSRU Site (except for local labour disputes); or
- (f) chemical or radioactive contamination or ionizing radiation.

#### 21.2 Events Not Force Majeure

The following events and circumstances shall not constitute an Event of Force Majeure:

- (a) a Party's inability to finance its obligations under this Agreement or the unavailability of funds to pay amounts when due in the currency of payment;
- (b) the withdrawal, denial or expiration of or failure to obtain any approval, permit, license or consent of any Governmental Authority caused by: (i) actions, including a violation of or breach of the terms and conditions of any existing approval, permit, license or consent or other requirement of applicable Law; or (ii) the failure to apply for or follow the necessary procedures to obtain any approval, permit, license or consent or request, acquire or take all commercially reasonable actions to obtain the maintenance, renewal or reissuance of the same, in each case of or by the Affected Party (or any member of the Höegh LNG Group where Contractor is the Affected Party or any Affiliate of Customer where Customer is the Affected Party);
- (c) changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions; and
- (d) the breakdown or failure of machinery.

#### 21.3 Notice, Resumption of Normal Performance

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As soon as possible upon the occurrence of an event that a Party considers may result in an Event of Force Majeure, and in any event within \*\*\*\*\* calendar days from the date of the occurrence of an Event of Force Majeure, the Affected Party shall give notice thereof to the other Party describing in reasonable detail:

- (a) the event giving rise to the potential or actual Event of Force Majeure claim, including but not limited to the place and time such event occurred;
- (b) to the extent known or ascertainable, the obligations which may be or have actually been delayed or prevented in performance and the estimated period during which such performance may be suspended or reduced, including the estimated extent of such reduction in performance; and
- (c) the particulars of the program to be implemented to ensure full resumption of normal performance hereunder.

Such notices shall thereafter be supplemented and updated at daily intervals during the period of such claimed Event of Force Majeure specifying the actions being taken to remedy the circumstances causing such Event of Force Majeure and the date on which such Event of Force Majeure and its effects end. The Affected Party shall use reasonable endeavours to mitigate the effects of such Event of Force Majeure and to resume normal performance under this Agreement as soon as reasonable practicable.

#### 21.4 Examination

- (a) The Affected Party shall, at the request of the other Party, give or procure access if they are able so to do (at the expense and risk of the other Party) at all reasonable times for a reasonable number of representatives of such Party to examine the scene of the event and the facilities affected which gave rise to the Event of Force Majeure claim.
- (b) In case of an Event of Force Majeure, the Affected Party shall take all measures reasonable in the circumstances to overcome or rectify the Event of Force Majeure and its consequences and resume normal performance of this Agreement as soon as reasonably possible once the Event of Force Majeure has passed or been remedied; provided, however, that the settlement of any strike, lockout or industrial disturbance shall be in the sole discretion of such Party. To the extent that the Affected Party fails to use reasonable endeavours to overcome or mitigate the effects of an Event of Force Majeure, it shall not be excused for any delay or failure in performance that would have been avoided by using such reasonable endeavours.

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21.5 Termination for Event of Force Majeure

If one or more Events of Force Majeure prevents or delays the Affected Party from performing any of its obligations or undertakings under this Agreement for a period of \*\*\*\*\* months or more over a period of \*\*\*\*\* consecutive months, or for a period of \*\*\*\*\* months or more over a period of \*\*\*\*\* consecutive months, then either Party shall have the right to terminate this Agreement by giving \*\*\*\*\* days' prior notice in writing to the other Party without liability for either of the Parties, provided that:

- (a) if during the first \*\*\*\*\* consecutive days of an Event of Force Majeure affecting Contractor, Contractor has failed to diligently attempt to overcome the effects of the event, Customer shall have the right to terminate this Agreement without liability for either of the Parties at the expiry of the \*\*\*\*\* day period; and
- (b) if Customer elects to continue to pay the Monthly Fee pursuant to Clause 21.6, Contractor shall not have the right to terminate this Agreement pursuant to this Clause 21.5 for so long as Customer continues to pay such Monthly Fees. If Customer elects to cease to pay the Monthly Fee, any termination of this Agreement shall be pursuant to this Clause 21.5. In such case, Customer shall give Contractor \*\*\*\*\* days' notice of such cessation during which time the Monthly Fees shall continue to be payable and Contractor shall be entitled to terminate this Agreement pursuant to this Clause 21.5 with immediate effect from the end of such \*\*\*\*\* day period.

21.6 Vessel Remains on Hire

- (a) During the continuance of any Event of Force Majeure, save where such Event of Force Majeure is: (i) affecting the Vessel and (ii) covered by Owner's insurance (or would have been so covered had Owner been in full compliance with its obligations to maintain insurance in accordance with clause 23 of the ILA), the Vessel shall remain on hire except during any day (or part thereof) during which the Vessel would otherwise be Off-Hire for any other reason during such period or any parts thereof. During the continuance of any Event of Force Majeure affecting the Vessel where such Event of Force Majeure is covered by Owner's insurance (or would have been so covered had Owner been in full compliance with its obligations to maintain insurance in accordance with clause 23 of the ILA), the Vessel shall be Off-Hire.
- (b) Notwithstanding the foregoing, unless Customer elects otherwise, in case of one or more Events of Force Majeure Customer's liability for the

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payment of Monthly Fees shall be limited to a period of up to \*\*\*\*\* months over a period of \*\*\*\*\* consecutive months and up to \*\*\*\*\* months over a period of \*\*\*\*\* consecutive months.

## **22. DEFAULT, REMEDIES AND RIGHTS OF TERMINATION**

### **22.1 Event of Contractor's Default**

- (a) Customer shall be entitled to terminate this Agreement by written notice to Contractor with immediate effect upon Contractor's receipt of Customer's notice in the event that:
  - (i) there is any change in the legal or disponent ownership of the Vessel other than as permitted under the ILA;
  - (ii) the Classification Society suspends or removes the Vessel's class and, if capable of cure, Contractor has failed to exercise due diligence to cure such default within \*\*\*\*\* days of such event occurring;
  - (iii) the Vessel ceases to be registered under the laws of the Registry (or such other country where it has otherwise been registered by mutual agreement of the Parties) and such default is not cured within \*\*\*\*\* days of such event occurring;
  - (iv) except as expressly permitted under the ILA, Owner or Contractor have placed or permitted to exist an Encumbrance on or over the Vessel, this Agreement or the ILA and has failed to remove such Encumbrance within \*\*\*\*\* days of being requested to do so by Customer;
  - (v) the Vessel is arrested, other than as a result of acts, deeds or omission of or otherwise attributable to Lessee or Customer or any of their respective Affiliates, contractors, servants and subcontractors, and is not released for any reason from such arrest within \*\*\*\*\* days after being arrested, provided that only days when the Vessel is Off-Hire in accordance with Clause 10 by reason of such arrest shall be counted;
  - (vi) Contractor fails to maintain any of the insurances it is obliged to maintain pursuant to Clauses 24.5 and 25 and, if capable of cure, it has failed to cure such default within \*\*\*\*\* days after becoming aware thereof;

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- (vii) Contractor is in material breach of any term or provision of this Agreement (other than those expressly mentioned in the other provisions of this Clause 22.1(a)) and, if capable of cure, Contractor has failed to cure such breach within \*\*\*\*\* days after receipt of notice of such breach from Customer;
  - (viii) an event of Prolonged Off-Hire occurs in accordance with, and subject to, the provisions of Clause 10.4;
  - (ix) Contractor makes an assignment, transfer or novation prohibited by this Agreement;
  - (x) Contractor suspends payment of its debts or is unable to pay its debts or is otherwise insolvent;
  - (xi) Contractor passes a resolution, commences proceedings, or has proceedings commenced against it, in the nature of bankruptcy or reorganization resulting from insolvency, liquidation or the appointment of a receiver, trustee in bankruptcy or liquidator of its undertakings or assets;
  - (xii) Contractor enters into any composition or scheme or general arrangement with its creditors in circumstances where Clauses 22.1(a)(x) and 22.1(a)(xi) apply;
  - (xiii) Contractor fails to comply with the business principles set forth in Clause 18;
  - (xiv) subject to Clause 9.5, Höegh Performance Guarantor fails to pay any amount due under this Agreement within thirty (30) days after having been given written notice thereof by Customer;
  - (xv) Customer's right to terminate this Agreement has arisen pursuant to Clause 5.7(c),  
provided that any such notice may only be served after any specified cure period has expired.
- (b) If Lessee terminates the ILA pursuant to clause 20.2(a) of the ILA, then this Agreement shall be deemed terminated pursuant to this Clause 22.1 at the time of termination of the ILA.

22.2 Event of Customer's Default

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- (a) Contractor shall be entitled to terminate this Agreement by written notice to Customer with immediate effect upon Customer's receipt of Contractor's notice in the event that:
- (i) subject to Clause 9.5, Customer fails to pay the Monthly Fee on or before the Monthly Invoice Due Date on \*\*\*\*\* or more separate occasions within any \*\*\*\*\* consecutive month period, provided that Contractor exercises such right to terminate within \*\*\*\*\* days of the third such event occurring in such \*\*\*\*\* consecutive month period;
  - (ii) Customer is in material breach of its obligations under this Agreement (other than those obligations referred to in the other provisions of this Clause 22.2(a)), and Customer has failed to cure such breach, or has failed to take steps to cure such breach, within \*\*\*\*\* days after having been given written notice thereof by Contractor;
  - (iii) Customer suspends payment of its debts or is unable to pay its debts when due or is otherwise insolvent;
  - (iv) Customer passes a resolution, commences proceedings, or has proceedings commenced against it, in the nature of bankruptcy or reorganization resulting from insolvency, liquidation or the appointment of a receiver, trustee in bankruptcy or liquidator of its undertakings or assets;
  - (v) Customer enters into any composition or scheme or arrangement with its creditors in circumstances where Clauses 22.2(a)(iii) and 22.2(a)(iv) apply;
  - (vi) Customer fails to maintain any of the insurances it is obliged to maintain in accordance with Clause 24.5 and such default is not cured within \*\*\*\*\* days after becoming aware thereof;
  - (vii) Customer makes an assignment, transfer or novation prohibited by this Agreement; or
  - (viii) Customer fails to comply with the business principles set forth in Clause 18,
- provided that any such notice may only be served after any specified cure

period has expired.

- (b) If Owner terminates the ILA pursuant to clause 20.1(a) of the ILA, then this Agreement shall be deemed terminated pursuant to this Clause 22.2 at the time of termination of the ILA.
- (c) If Lessee terminates the ILA pursuant to clause 20.1(c) of the ILA, then this Agreement shall be deemed terminated pursuant to this Clause 22.2.

#### 22.3 Other Termination Rights

- (a) If the ILA terminates or is terminated for any reason other than those referenced under Clauses 22.1(b), 22.2(b) and 22.2(c), then this Agreement shall be deemed terminated pursuant to this Clause 22.3(a) at the time of termination of the ILA.
- (b) Either Party shall have the right to terminate this Agreement in the circumstances set out in Clause 21.5.
- (c) Either Party shall have the right to terminate this Agreement in accordance with, and subject to, the provisions of Clause 35.2.

#### 22.4 Without Prejudice

On termination of this Agreement prior to the expiry of the Term pursuant to this Clause 22, this Agreement shall cease to have any force and effect and the Parties shall cease to have any rights or obligations under this Agreement, save that:

- (a) the termination of this Agreement shall be without prejudice to any rights, obligations, and remedies arising out of or concerning this Agreement that have vested, matured, or accrued to any Party before the date of the termination;
- (b) the provisions of Clause 34 shall survive the termination of this Agreement for the period specified in Clause 34 (together with any other provisions of this Agreement that are necessary for the interpretation and enforcement of the Parties' rights and obligations under such Clause); and
- (c) the provisions of Clauses 22.5 and 28 shall survive the termination of this Agreement until all amounts payable under Clause 22.5 have been paid in full (together with any other provisions of this Agreement that are necessary for the interpretation and enforcement of the Parties' rights and obligations under such Clause including without limitation the provisions of Clauses 24 and 28).

#### 22.5 Consequences of Termination

- (a) If this Agreement is terminated by Contractor pursuant to Clause 22.2(a) or is deemed terminated pursuant to Clauses 22.2(b) or 22.2(c), subject to Clause 28.2, Customer shall pay to Contractor an amount in damages in respect of any losses that Contractor may incur as a result of the termination of this Agreement and clause 20.5(a) of the ILA shall apply.
- (b) If this Agreement is terminated by Customer pursuant to Clause 22.1(a) or is deemed terminated pursuant to Clause 22.1(b), clause 20.5(b) of the ILA shall apply.
- (c) If this Agreement is terminated or is deemed terminated pursuant to Clause 22.3(b) or 22.3(c), clause 20.5(c) of the ILA shall apply.
- (d) If this Agreement is terminated or is deemed terminated pursuant to Clause 22.3(a), the consequences of termination shall be as set out in the ILA for the relevant termination event.

## **23. REPRESENTATIONS AND WARRANTIES**

### **23.1 Customer's Representations and Warranties**

Customer represents and warrants to Contractor that, as at the date of this Agreement:

- (a) it is a legal entity duly organised and in good standing under the laws of its country of organization and has the corporate power and authority to enter into and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations applicable to it and the obligations are in full force and effect in accordance with their terms, and the delivery and performance by Customer of this Agreement will not contravene any Law of any Governmental Authority, having jurisdiction over Customer;
- (c) it has not taken nor to its knowledge has it omitted to take any actions which would adversely affect the enforceability of this Agreement against it or the rights of Contractor under the terms of this Agreement; and
- (d) this Agreement, its execution, delivery and performance will not conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which Customer is a party or its property is bound.

### **23.2 Contractor's Representations and Warranties**

Contractor represents and warrants to Customer that, as at the date of this Agreement:

- (a) it is a legal entity duly organised and in good standing under the laws of its country of organization and has the corporate power and authority to enter into and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid and binding obligations applicable to it and the obligations are in full force and effect in accordance with their terms, and the delivery and performance by Contractor of this Agreement will not contravene any Law of any Governmental Authority, having jurisdiction over Contractor or the Vessel;
- (c) it has not taken nor to its knowledge has it omitted to take any actions which would adversely affect the enforceability of this Agreement against it or the rights of Customer under the terms of this Agreement;
- (d) this Agreement, its execution, delivery and performance will not conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which Contractor is a party or its property or the Vessel is bound; and
- (e) it is not party to any contract or agreement with the Thermal Generators.

## 24. INDEMNIFICATION

### 24.1 Indemnification by Contractor

Contractor shall protect, defend, indemnify and hold Customer 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 Customer Indemnified Party arising out of, attributable to or in connection with any of the following:

- (a) any damage to or loss of the Vessel and any other of its property, or that of any Contractor Indemnified Party, and personal injury or death (including fatal injury, illness or disease) of its employees or its servants, or those of any Contractor Indemnified Party, regardless of cause or whether or not the negligence, act, omission, default, error or breach by such Customer Indemnified Party caused or contributed to such Damages; and
- (b) any and all damage or harm to the environment, including fines imposed by a Governmental Authority, including Damages for control, removal, remediation, restoration and clean-up of all pollution or contamination,

arising from or on account of pollution or contamination resulting from fire, blowout, cratering, seepage, leakage or any other uncontrolled or unlawful flow of liquids, Gas, water or other substances, which originates from the Vessel or the property of any Contractor Indemnified Party used in connection with this Agreement, including spills or leaks of fuel, lubricants, oils, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, or from any other equipment or materials in the possession or control of any Contractor Indemnified Party, regardless of fault.

#### 24.2 Indemnification by Customer

Customer shall protect, defend, indemnify and hold Contractor 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 Contractor Indemnified Party arising out of, attributable to or in connection with any of the following:

- (a) any damage to or loss of the Customer's Topside Facilities, the Jetty and any other of its property, or that of any Customer Indemnified Party, and personal injury or death (including fatal injury, illness or disease) of its employees or its servants, or those of any Customer Indemnified Party, regardless of cause or whether or not the negligence, act, omission, default, error or breach by such Contractor Indemnified Party caused or contributed to such Damages; and
- (b) any and all damage or harm to the environment, including fines imposed by a Governmental Authority, including Damages for control, removal, remediation, restoration and clean-up of all pollution or contamination, arising from or on account of pollution or contamination resulting from fire, blowout, cratering, seepage, leakage or any other uncontrolled or unlawful flow of liquids, Gas, water or other substances, which originates from the Customer's Topside Facilities, the Jetty, the pipeline from the Jetty to the national grid infrastructure or the property of any Customer Indemnified Party used in connection with this Agreement, including spills or leaks of fuel, lubricants, oils, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, or from any other equipment or materials in the possession or control of any Customer Indemnified Party, regardless of fault.

#### 24.3 Remediation

- (a) Customer (or any of its Affiliates) shall have the right, but not the obligation, to take any steps that are reasonably necessary in connection with remediating or cleaning up any damage or harm to the environment attributable to any Contractor Indemnified Party.

- (b) Subject to Clause 24.3(c), to the extent that any Contractor Indemnified Party has responsibility under this Agreement for such damage or harm, Contractor shall reimburse Customer (or its Affiliates) such remediation and/or clean-up costs and Customer (and its Affiliates) shall not have any liability with respect to such remediation and/or clean-up actions.
- (c) Contractor shall not be obliged to reimburse Customer or its Affiliates and Customer (and its Affiliates) shall not be excused from liability pursuant to Clause 24.3(b) to the extent Customer's or its Affiliates' actions cause further damage or harm, unless (subject to Clause 24.3(d)):
  - (i) Customer's or its Affiliates' actions have been taken with the prior written consent of Contractor;
  - (ii) Customer or its Affiliates are under a legal requirement pursuant to the Laws of Colombia to undertake such remediation actions; or
  - (iii) Customer's or its Affiliates' actions are conducted in cooperation with Owner's P&I club and any relevant Governmental Authority.
- (d) Notwithstanding Clause 24.3(c), if Customer or its Affiliates have acted with Gross Negligence/Wilful Misconduct in carrying out the actions referred to in Clause 24.3(c)(i)-(iii), Contractor shall not be obliged to reimburse Customer or any of its Affiliates and Customer (and its Affiliates) shall not be excused from liability pursuant to Clause 24.3(b) to the extent Customer's or its Affiliates' actions cause further damage or harm.
- (e) The performance or non-performance of any such actions by Customer (or its Affiliates) shall not relieve Contractor of any of Contractor's obligations under this Agreement and shall be without prejudice to any other rights or remedies of any Customer Indemnified Party under this Agreement or otherwise.

#### 24.4 Third Party Claims

Each Party (first Party) shall hold harmless and indemnify the other Party (second Party) 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 that second Party (and/or, which may be imposed on the Owner (where Contractor is the second Party) and/or Lessee (where Customer is the second Party)) in respect of loss or damage to the property and/or personal injury or death (including fatal injury, illness or disease) of the personnel or servants of any Third Party, to the extent such Damages are caused by the first Party.

#### 24.5 No Limitation

The aggregate payment due by either Party under this Clause 24 shall be without monetary limitation. The Parties shall procure and maintain, at their own cost, valid and enforceable insurances at reasonable commercial levels to cover their obligations under Clause 24.1 and 24.4 (in the case of Contractor) and Clause 24.2 and 24.4 (in the case of Customer).

## 25. INSURANCE

### 25.1 Insurance Requirements

- (a) Contractor shall procure and maintain insurance at Contractor's expense in accordance with the terms of Clause 24.5 (unless such protection for Contractor and its obligations towards Customer is already provided by those insurances procured by the Owner under the ILA) on and from the Delivery Date to the end of the Term. On or before the Delivery Date, and thereafter on each renewal of such insurances, Contractor shall provide Customer with a true copy of the insurance certificates, cover notes or certificates of entry, showing that such insurance cover will be effective on and from the Delivery Date. Customer shall be noted and named as co-assured under such insurances for Customer's respective rights and interests as they may appear, including (for the avoidance of doubt) P&I as per standard protective co-insurance provisions.
- (b) Customer shall procure and maintain insurance at Customer's expense in accordance with the terms of Clause 24.5. On or before the Delivery Date, and thereafter on each renewal of such insurances, Customer shall provide Contractor with a true copy of the insurance certificates, cover notes or certificates of entry, showing that such insurance cover will be effective on and from the Delivery Date. Owner and Contractor shall be noted and named as the co-assured under such insurances for their respective rights and interests as they may appear.

### 25.2 No Subrogation

- (a) No Contractor Indemnified Party or insurers under the insurances referred to in Clause 25.1 shall have any right of recovery or subrogation against any Customer Indemnified Party on account of any loss or claim for which Contractor is required to indemnify a Customer Indemnified Party in accordance with Clause 24.1.
- (b) No Customer Indemnified Party or insurers under the insurances referred to in Clause 24.5 shall have any right of recovery or subrogation against any Contractor Indemnified Party on account of any loss or claim for which Customer is required to indemnify a Contractor Indemnified Party in accordance with Clause 24.2.

25.3 Reimbursement by Contractor

If any costs incurred by Customer are not indemnifiable in full by Contractor under Clause 24.1 of this Agreement but which costs can be recovered under the Compulsory Insurances, Contractor shall make a claim under the Compulsory Insurances on behalf of Customer, and the amounts recovered shall be paid by Contractor to Customer immediately following such recovery (less any reasonable legal costs incurred in making such recovery).

25.4 Claims

Contractor shall diligently pursue all claims which can be made under the Compulsory Insurances. Contractor shall notify Customer of the amount and the nature of any expected or actual claims and recoveries.

**26. NOVATION AND ASSIGNMENT**

26.1 Customer's Right of Novation

Save as set out in Clause 26.2, Customer may assign, transfer or novate its rights and obligations under this Agreement to any third party with the prior written consent of Contractor, such consent not to be unreasonably withheld, conditioned or delayed. It shall be reasonable for Contractor to withhold or to condition its consent to a proposed assignment, transfer or novation to a proposed transferee *inter alia* if:

- (a) the creditworthiness of either the third party transferee or, if the third party transferee will provide a guarantee, the creditworthiness of any guarantor of the obligations of the third party transferee is not reasonably satisfactory to Contractor;
- (b) the third party transferee or any affiliate of the third party transferee is involved in an actual or threatened legal dispute or arbitration with Contractor or any Affiliate of Contractor;
- (c) it would be unlawful or contrary to applicable sanctions affecting Contractor or any Affiliate of Contractor for Contractor to provide the FSRU Services to the third party transferee; or
- (d) the third party transferee is not able to demonstrate to Contractor's reasonable satisfaction that it has the experience required to fulfil the obligations of Customer under this Agreement.

In the event that Customer wishes to assign, transfer or novate this Agreement under this Clause 26.1, and has received the consent of Contractor, Contractor shall:

- (a) execute a Novation Deed with Customer and the novatee; and

- (b) do all such other acts and things as may reasonably be required by Customer to effect the novation.

Customer shall compensate Contractor for any legal or other directly related costs incurred in documenting and executing the Novation Deed to effect a novation under this Clause 26.1.

#### 26.2 Customer's Right of Assignment

Customer may assign its rights (but not transfer its obligations) under this Agreement to:

- (a) an Affiliate of Customer without Contractor's consent, provided that Customer shall always remain responsible for due fulfilment of this Agreement notwithstanding such assignment; and/or
- (b) Customer's lenders under a limited recourse financing, if applicable.

#### 26.3 Contractor's Right of Novation

Contractor may assign, transfer or novate its rights and obligations under this Agreement to a new special purpose entity formed under the laws of Colombia which will be a wholly-owned subsidiary of a member of the Höegh LNG Group (the "**Nominee**"), and Customer shall:

- (a) consent to such novation;
- (b) execute a Novation Deed with Contractor and the Nominee; and
- (c) do all such other acts and things as may reasonably be required by Contractor to effect the novation,

provided that Customer has first received confirmation in writing in a form reasonably satisfactory to Customer from the Höegh Performance Guarantor that the Höegh Performance Guarantee continues in full force and effect and that the Höegh Performance Guarantor shall guarantee the obligations assumed by such Nominee under this Agreement as if the Nominee had been an original Party to this Agreement.

Save as aforesaid in this Clause 26.3 and for the Approved Mortgage, Contractor may assign, transfer or novate its rights and obligations under this Agreement to any third party other than the Nominee with the prior written consent of Customer, such consent not to be unreasonably withheld, conditioned or delayed. It shall be reasonable for Customer to withhold or to condition its consent to a proposed transfer or novation to a proposed transferee *inter alia* if:

- (a) the creditworthiness of either the third party transferee or, if the third party transferee will provide a guarantee, the creditworthiness of any guarantor

of the obligations of the third party transferee is not reasonably satisfactory to Customer;

- (b) the third party transferee or any affiliate of the third party transferee is involved in an actual or threatened legal dispute or arbitration with Customer or any Affiliate of Customer;
- (c) it would be unlawful or contrary to applicable sanctions affecting Customer or any Affiliate of Customer for the third party transferee to provide the FSRU Services to Customer; or
- (d) the third party transferee is not able to demonstrate to Customer's reasonable satisfaction that it has the experience required to fulfil the obligations of Contractor under this Agreement

In the event that Contractor wishes to assign, transfer or novate this Agreement to a Person other than the Nominee, and has received the consent of Customer, Customer shall execute a Novation Deed with Contractor and the novatee and do all such other acts and things as may reasonably be required by Contractor to effect the novation.

Contractor shall compensate Customer for any legal or other directly related costs incurred (including taxes) in documenting and executing the Novation Deed to effect a novation under this Clause 26.3.

#### 26.4 Contractor's Right of Assignment

Contractor may assign its rights (but not transfer its obligations) under this Agreement to:

- (a) an Affiliate of Contractor without Customer's consent, provided that Contractor shall always remain responsible for due fulfilment of this Agreement notwithstanding such assignment; and/or
- (b) subject to clause 25.4 of the ILA, the Approved Mortgagee by way of security, provided any claims and encumbrances arising from such assignment and/or grant of a security interest by Contractor shall be subject to the terms of the Approved Mortgagee's Direct Agreement.

### 27. LIENS

#### 27.1 Contractor's Liens

Contractor shall not have, or allow any third party (claiming through Contractor) to have, any Encumbrance on the Vessel, any cargoes, or fuel, or any sums payable to Customer or with respect to the sale of regasified LNG discharged by the Vessel, except to the extent such Encumbrances are permitted in accordance with the provisions of the ILA.

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

27.2 Customer's Liens

Customer shall not have, or allow any third party (in their dealings with Customer) to have, a lien on the Vessel.

27.3 Release of Lien

In the event that any lien shall attach by operation of Law or in violation of this Clause 27, Contractor and/or Customer, as the case may be, shall take such steps as reasonably necessary to ensure that the lien does not interfere with the Vessel's operations or with Customer's right to the Vessel and its cargo or Redelivery and export of the Vessel from Colombia and to effect prompt release of such lien prior to the enforcement thereof.

**28. EXCLUSIONS, LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES**

28.1 No Consequential Loss

Except as otherwise expressly provided in this Agreement, neither Party shall be liable to the other Party for any Consequential Loss suffered or incurred by the other Party.

28.2 Cumulative cap on liability

- (a) Subject to Clauses 28.2(b) and 28.2(c), but notwithstanding any other provision of this Agreement or the ILA:
  - (i) the aggregate, cumulative total liability of Lessee under or in connection with the ILA and of Customer under or in connection with this Agreement howsoever arising, whether in contract, tort (including negligence) or otherwise arising at law, shall in no event exceed an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*); and
  - (ii) the aggregate, cumulative total liability of Owner under or in connection with the ILA and of Contractor under or in connection with this Agreement howsoever arising, whether in contract, tort (including negligence) or otherwise arising at law, shall in no event exceed an amount equal to \*\*\*\*\* Dollars (USD \*\*\*\*\*).
- (b) Subject to Clause 28.2(c), but notwithstanding any other provision of this Agreement or the ILA:

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

- (i) the cap specified in Clause 28.2(a)(i) shall be increased to \*\*\*\*\* Dollars (USD \*\*\*\*\*) in the event of Gross Negligence/Wilful Misconduct of Lessee and/or Customer; and
  - (ii) the cap specified in Clause 28.2(a)(ii) shall be increased to \*\*\*\*\* Dollars (USD \*\*\*\*\*) in the event of Gross Negligence/Wilful Misconduct of Owner and/or Contractor.
- (c) The provisions of Clauses 28.2(a) and Clauses 28.2(b) shall not apply to any payments made under the indemnity provisions in clause 21 of the ILA and/or Clause 24, or to the payment of Hire , Standby Hire and Accrued Hire earned by Owner under the ILA and/or the payment of any amounts in respect of the MSO Optional Change, the Hard Arms Optional Change or the Pre-VAD Lessee LOC Costs and/or the payment of the Daily Fee earned by Contractor under this Agreement.

### 28.3 Liquidated Damages

It is understood and agreed by the Parties that, notwithstanding anything to the contrary in this Agreement, the payment of sums specified as liquidated damages in this Agreement is in lieu of actual damages for any losses in respect of any event in respect of which such liquidated damages are payable and that, subject to Clause 22 and any other express provisions of this Agreement, recovery of such liquidated damages is the sole remedy of the Party being entitled to liquidated damages in respect of any event in respect of which such liquidated damages are payable. To the extent permitted by applicable Law, the Party being liable to pay liquidated damages waives any defence as to the validity of the liquidated damages specified in this Agreement on the grounds that such liquidated damages are void as penalties. In the event that such amounts are declared or agreed not to be liquidated damages then, the liability of the Party being liable to pay liquidated damages to pay actual damages in respect thereof shall be capped at an amount equivalent to the amount which would otherwise have been paid as liquidated damages.

## 29. REMEDIES AND WAIVER

### 29.1 Remedies

Except as otherwise expressly stated in this Agreement, the rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

For the avoidance of doubt, when under the terms of this Agreement a particular remedy is described as the "sole and exclusive remedy" of a Party for a particular event, circumstance or breach, such remedy shall, save for any specified exceptions, be the sole and exclusive remedy of such Party to the exclusion of any other remedy whatsoever which may otherwise have been available to it whether under this Agreement, in tort (including negligence) or otherwise arising at law.

29.2 Waiver

A waiver of any term, provision or condition of, or consent granted under, this Agreement shall be effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

29.3 Waiver of claims against the Thermal Generators

Contractor hereby irrevocably waives any actual or future claim it may have against the Thermal Generators in respect of any breach of the terms of this Agreement.

Customer hereby warrants that the TUAs with the Thermal Generators contain confirmation from the Thermal Generators that they waive any actual or future claim they may have against Contractor in respect of any breach of the terms of this Agreement.

**30. CONSTRUCTION**

30.1 Entire Agreement

This Agreement comprises the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the Parties, whether written or oral, expressed or implied, with regard to said subject matter.

30.2 Independent Construction

No provision of this Agreement shall be interpreted or construed against a Party because that Party or its legal representative drafted the provision.

30.3 Severability

All provisions of this Agreement are severable, and the unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**31. NOTICES**

31.1 Address for Notices

Except for notices related to scheduling pursuant to Clause 5.10, and notices required to be given under Clause 20, any notice to be given, or required to be given, by either Party to the other Party hereunder, shall be sent by fax, registered mail, e-mail or registered airmail to the following addresses:

Notice to Contractor:

Prior to the Delivery Date:  
Vegard Hellekleiv  
Drammensveien 134  
0212 Oslo  
Tel: +47 975 57 447  
Fax: + 47 975 57 401  
Email: [vegard.hellekleiv@hoeghln.com](mailto:vegard.hellekleiv@hoeghln.com)

After the Delivery Date:  
Rune Karlsen  
Drammensveien 134  
0212 Oslo  
Tel: +47 975 57 450  
Fax: + 47 975 57 401  
Email: [rune.karlsen@hoeghln.com](mailto:rune.karlsen@hoeghln.com)  
Copy to: Ragnar Wisløff ([ragnar.wisloff@hoeghln.com](mailto:ragnar.wisloff@hoeghln.com))

Notice to Customer:

José Luis Montes Gómez  
SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P

Calle 66 No. 67-123  
Barranquilla  
Colombia  
Tel: +57 5 371 3217  
Email: [Jose.Montes@promigas.com](mailto:Jose.Montes@promigas.com)

or to such other addresses as the Parties may respectively from time to time designate by notice in writing. Any failure to transmit a copy of the notice to a Party listed as entitled to receive a copy shall not in any way affect the validity of any notice otherwise properly given as provided in this Clause 31.

#### 31.2 Receipt of Notices

Any notice required to be given pursuant to this Agreement shall be deemed to be duly received only:

- (a) in the case of a letter, whether delivered in course of the post or by hand or by courier, at the date and time of its actual delivery if within normal business hours (09:00 - 17:00) on a working day at the place of receipt, otherwise at the commencement of normal business on the next such working day; and
- (b) in the case of a facsimile or e-mail, at the time of transmission recorded on the message if such time is within normal business hours (09:00 - 17:00) on a working day at the place of receipt, otherwise at the commencement of normal business hours on the next such working day.

#### 31.3 Communications

Unless otherwise expressly provided in this Agreement, all notices, approvals, agreements, rejections, requests, consents, elections, instructions, designations, authorizations, responses, and all other communications required to be given by either Contractor or Customer to the other one under or in connection with this Agreement shall be in writing and in the English language.

### 32. GOVERNING LAW AND DISPUTE RESOLUTION

#### 32.1 Governing Law

This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

32.2 Expert Determination

- (a) In the event that a Technical Dispute arises between the Parties, and the Parties have been unable to resolve such matter within \*\*\*\*\* days of service of a dispute notice, the Parties agree to refer the dispute or difference for determination to an expert who meets the Expert Criteria (the "**Expert**").
- (b) The identity of the Expert and the terms of appointment are to be agreed by the Parties, provided that the Expert agreed by the Parties meets the Expert Criteria. If agreement on appointment (and its terms) is not reached within \*\*\*\*\* days of the decision to refer the dispute to an Expert, either Party can apply to the ICC, to appoint an expert who meets the Expert Criteria. To the extent the terms of appointment of the Expert are not agreed by the Parties, the Expert shall decide the terms of his appointment.
- (c) In making a determination the Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error and/or fraud) be final and binding on the Parties.
- (d) The Expert shall provide his determination within \*\*\*\*\* months of the matter being referred to him and shall give reasons for his determination.
- (e) In the event the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by Clause 32.2(d), then either Party may apply to the ICC to discharge the Expert and to appoint a replacement Expert who meets the Expert Criteria. This Clause 32.2 applies in relation to the new Expert as if he were the first Expert appointed.
- (f) Each Party agrees to bear the costs incurred in relation to the reference to the Expert (which includes each Party's own costs and those of the Expert) in the proportions the Expert may direct or, in the absence of direction, equally. To the extent permitted by law, the Parties shall, as soon as reasonably practicable, provide to the Expert access to their respective premises and documents as may be required by the Expert to make his decision.
- (g) In the event that any disputes to be decided pursuant to this Clause 32.2 are Related Disputes (either under this Agreement, the ILA, a TUA or the EPC Contract), the following shall apply:

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH FIVE ASTERISKS (\*\*\*\*\*).

- (i) where one or more Related Disputes have been referred to an Expert for determination and those Related Disputes arise under either this Agreement or this Agreement and the ILA, the Parties agree that such disputes shall be determined (separately) by whichever Expert was first appointed;
- (ii) subject to the provisions of Clause 32.2(g)(iii), where one or more Related Disputes have been referred to an Expert for determination and at least one of the Related Disputes arises out of a TUA or the EPC Contract, and an Expert is first appointed in respect of a TUA or EPC Contract Related Dispute, a Party will not be bound to use that same Expert to determine the Related Dispute under this Agreement unless it has consented to do so;
- (iii) in case of Related Disputes where an Expert has yet to be appointed in relation to either, the Parties agree to appoint the same Expert to determine both (at the same time). Where a Related Dispute arises first out of a TUA or the EPC Contract, Customer will notify Contractor of the Related Dispute and the proposed Expert under the EPC Contract or TUA Related Dispute (the "**Proposed Expert**"). Contractor shall confirm whether or not it agrees to the appointment of the Proposed Expert, such confirmation to be provided in writing within \*\*\*\*\* days of notification of the Related Dispute and Proposed Expert. If no such confirmation is provided by Contractor, Contractor will be deemed to have accepted the Proposed Expert. In the event that Contractor confirms that it does not agree to the Proposed Expert, the provisions of Clause 32.2(b) of this Agreement shall apply, save that the ICC will also be requested to appoint the same Expert to determine such Related Disputes at the same time;
- (iv) if a Related Dispute which has already been determined gives rise to common issues, the Parties agree that submissions and evidence adduced, and the determination made, in the Related Dispute shall be admissible as evidence in the expert determination concerning the more recent dispute.

### 32.3 Arbitration

- (a) Save as set out in Clause 32.2, any dispute, controversy or claim arising out of or in connection with this Agreement or its formation, including any non-contractual disputes (a "**Dispute**") shall be finally and (except as expressly provided otherwise in this Clause 32.3) exclusively determined by referral to arbitration in London, England, in accordance with the Rules

of the London Court of International Arbitration ("**LCIA Rules**"), as may be amended from time to time, by a panel of three (3) suitably qualified arbitrators, fluent in English, familiar with the general principles of English law, and experienced in arbitrations conducted under the LCIA Rules. Notwithstanding the above provisions, either Party may seek interlocutory relief in equity, if appropriate. Each Party shall appoint one (1) arbitrator, and the two (2) so appointed shall thereafter appoint the third arbitrator.

- (b) The language of the arbitration shall be English.
- (c) The arbitrators are not authorized to make any decision or award *ex aequo et bono* but shall apply the governing law chosen by the Parties.
- (d) The arbitral panel shall issue its reasoned award in writing, and is authorized to award costs and attorneys' fees to the prevailing Party as part of its award.
- (e) Any award shall be binding and enforceable against the Parties in any court of competent jurisdiction, and the Parties hereby waive any right to appeal such award on the merits or to challenge the award except on the grounds set forth in Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
- (f) Notwithstanding the foregoing agreement to arbitrate, the Parties expressly reserve the right to seek provisional relief from any court of competent jurisdiction to preserve their respective rights pending arbitration, and in seeking such relief shall not waive the right of arbitration.
- (g) The Parties shall continue to perform this Agreement during arbitration proceedings and the arbitral panel shall have the authority to determine the validity of this Agreement and to arbitrate any Dispute submitted to it.

#### 32.4 Common Disputes

Subject to Clause 32.5(b) below, the Parties agree as follows:

- (a) where a Dispute arises which raises one or more common issues of fact or law with a Dispute that has already arisen under this Agreement or the ILA (whether or not arbitration of the other Disputes has already been commenced) (the "**Common Disputes**"), then the Parties agree to appoint the same tribunal in respect of the Common Disputes (the "**Common Tribunal**"). Where arbitrators have already been appointed to determine any of the Common Disputes, the tribunal first appointed will constitute the Common Tribunal. The Parties will ensure that the appointment of any other arbitrator is terminated immediately. The termination is without prejudice to: (A) the validity of any act done or order made by that

arbitrator or by the court in support of that arbitration before his appointment is terminated; (B) his entitlement to be paid his proper fees and disbursements; and (C) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision;

- (b) if it considers it to be in the interests of justice and efficiency, the Common Tribunal can order the Common Disputes to be consolidated (a "**Consolidation Order**"). On making a Consolidation Order, the Common Tribunal will have jurisdiction to the exclusion of any other tribunal which may have been appointed in respect of any of the Common Disputes, to finally resolve all the consolidated disputes;
- (c) if a Consolidation Order is made, the Parties to each of the proceedings that are the subject of the order will be treated as having consented to the consolidated proceedings. The Parties agree that the Consolidation Order and the award of the Common Tribunal will be final and binding;
- (d) if Common Disputes have already been finally determined under the ILA, the determination of the Common Disputes will be binding on the Parties under this Agreement.

32.5 Joinder

- (a) Subject to Clause 32.5(b) below, the Parties agree:
  - (i) that the arbitral tribunal has power to join any party that is not party to the arbitration to the proceedings (an "**Additional Party**") as conferred by Article 22.1(h) of the LCIA Rules and each Party consents to such joinder;
  - (ii) that it may be joined as an Additional Party to any arbitration commenced under the ILA; and
  - (iii) not to unreasonably object to the joinder or otherwise obstruct any attempt to join an Additional Party.
- (b) The arbitral tribunal may only exercise such powers in Clauses 32.4 and 32.5(a) above if all parties to the relevant arbitral proceedings (including in relation to Clause 32.5(a), any Additional Party) have been given a reasonable opportunity to make representations to the arbitral tribunal in relation to the exercise of such powers.
- (c) If more than two (2) Parties are involved in any arbitral proceedings the arbitral tribunal shall have all powers necessary to establish any supplementary procedural rules required or desirable in view of the multi-party nature of the arbitral proceedings. Such powers shall include the ability to issue one or more arbitration awards during or at the conclusion

of the arbitration as considered necessary, appropriate or expedient by the arbitral tribunal.

32.6 Caveat

Notwithstanding the reference of a Dispute for resolution under the provisions of Clause 32.2 or 32.3, 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 32 shall survive termination of this Agreement.

**33. WAIVER OF IMMUNITY**

To the extent that a Party is entitled in any jurisdiction to claim for itself or its property or assets any right of immunity, including immunity from submission to jurisdiction, service of any documents, recognition of an award or suit, judgment, enforcement, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process whatsoever or wheresoever, or to the extent that in any such jurisdiction there may be attributed to such Party or its assets or property such immunity (whether or not claimed), the such Party hereby irrevocably agrees in respect of any Disputes or the enforcement of any judgment or arbitration award against any of its property or assets not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction and, without limitation, it is intended that the foregoing waiver of immunity shall have irrevocable effect for the purposes of the United States Foreign Sovereign Immunities Act 1976 in any Disputes to which that Act is applicable.

**34. CONFIDENTIALITY**

34.1 Confidential Information

The Parties agree to keep Confidential Information strictly confidential, except in the following cases when a Party shall be permitted to disclose such information:

- (a) it is already known to the public or becomes available to the public other than through the act or omission of the disclosing Party;
- (b) it is required to be disclosed under Law or order of Governmental Authority or stock exchange regulations (provided that the disclosing Party shall give written notice of such required disclosure to the other Party prior to the disclosure);
- (c) in filings with a court or arbitral body in proceedings in which the Confidential Information is relevant and in discovery arising out of such proceedings; or

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- (d) to any of the following Persons to the extent necessary for the proper performance of their duties or functions:
  - (i) a supplier or carrier, or a potential supplier or carrier, of LNG shipped or to be shipped on the Vessel;
  - (ii) the Terminal Users;
  - (iii) an Affiliate of the disclosing Party;
  - (iv) employees, officers, directors and agents of the disclosing Party (or an Affiliate);
  - (v) professional consultants retained by a disclosing Party; or
  - (vi) financial institutions advising on, providing or considering the provision of financing to the disclosing Party or its Affiliates,

provided, however, that the disclosing Party shall exercise due diligence to ensure that no such Person shall disclose Confidential Information to any unauthorized persons under any unauthorized circumstances and subject to substantially equivalent conditions of confidentiality.

#### 34.2 Survival

The provisions of this Clause 34 shall survive for a period of \*\*\*\*\* years after the termination or expiry of this Agreement.

### 35. SANCTIONS

#### 35.1 Operation of the Vessel and Sanctions

- (a) Contractor shall not be obliged to provide FSRU Services in a manner which would be contrary to Sanctions Laws applicable to Contractor or its Affiliates.
- (b) If the Vessel is already providing FSRU Services and such provision contravenes or becomes illegal under Sanctions Laws, Contractor shall have the right to refuse to proceed with such services and to make arrangements for any LNG on board the Vessel to be discharged and redelivered to Customer. The Daily Fee shall remain payable during any period where FSRU Services are provided, including without limitation, any discharge pursuant to this Clause 35.1(b).

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- (c) Subject to Clause 35.2 below, any time during which the Contractor fails to perform FSRU Services by reason of this Clause 35.1, shall be treated in the same way as an Event of Force Majeure in accordance with Clause 21 hereof.

35.2 Non-Compliant Parties

- (a) Each of Contractor and Customer respectively warrant for itself and their respective Affiliates that at the date of this Agreement:
  - (i) it is in compliance with Sanctions Laws applicable to such Party;
  - (ii) it is not a Restricted Party; and
  - (iii) it is not subject to or involved in any inquiry, claim, action, suit, proceeding or investigation against it with respect to Sanctions Laws applicable to such Party by any Sanctions Authority.
- (b) If at any time during the performance of this Agreement either Party becomes aware that the other Party (the "**Non-Compliant Party**") would be in breach of the warranties in Clause 35.2(a) if such warranties were to be given from the date of this Agreement until the end of the Term:
  - (i) such Party shall give notice to the Non-Compliant Party (a "**Sanctions Warranty Notice**");
  - (ii) from the date of the Sanctions Warranty Notice, performance of the obligations of Contractor and Customer under this Agreement shall be suspended without liability of either Party unless and until performance resumes in accordance with Clause 35.2(b)(iv) below or this Agreement is terminated pursuant to Clause 35.2(b)(v) below;
  - (iii) if Contractor is the Non-Compliant Party, such period of suspension shall count as Off-Hire. If Customer is the Non-Compliant Party, Customer shall continue to be obliged to pay the Daily Fee during the period of suspension subject to such payment of Daily Fee, and its receipt by Contractor, not being in breach of Sanctions Laws. If payment of Daily Fee by Customer and its receipt by Contractor is in breach of Sanctions Laws and remains so for a period of \*\*\*\*\* days or more, Contractor shall be entitled to terminate this Agreement with immediate effect by sending written notice thereof to Customer, such termination being treated as a termination under Clause 22.3;

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- (iv) Contractor and Customer shall use all reasonable endeavours to apply for and obtain any applicable license or authorisation which will enable the Parties to resume performance of this Agreement notwithstanding the circumstances giving rise to the operation of this Clause 35.2 and upon the obtaining of such license or authorisation performance of the obligations of Contractor and Customer under this Agreement shall resume and any amount of Daily Fee which has not been paid by reason of it being contrary to Sanctions Laws shall to the extent legally permissible, become immediately due and payable by Customer to Contractor; and
- (v) if no licence or authorisation as referred to in Clause 35.2(b)(iv) above is obtained within \*\*\*\*\* days of the Sanctions Warranty Notice referred to in Clause 35.2(b)(i) above or if it shall at any earlier time be apparent to the Party which is not the Non-Compliant Party that there is no reasonable prospect of any such licence or authorisation being obtained, either Party may terminate this Agreement by notice to the other Party, such termination being treated as a termination under Clause 22.3.
- (c) Notwithstanding anything in this Clause 35 to the contrary, Contractor or Customer shall not be required to do anything which constitutes a violation of Sanctions Laws applicable to such Party, or of any other laws and regulations of any State to which either of them is subject.

**36. LANGUAGE**

The official text of this Agreement and any Schedules attached hereto and any notices given hereunder shall be in English. This Agreement and any Schedules attached hereto shall be translated into Spanish for Colombian law purposes. In the event of any dispute concerning the construction or interpretation of this Agreement, reference shall be made only to this Agreement as written in English and not to any translation into any other language.

**37. AMENDMENTS**

This Agreement may only be amended by written instrument signed by both Parties and expressly referencing this Agreement.

**38. COUNTERPARTS**

This Agreement may be executed in counterpart, and this has the same effect as if the signatures on each counterpart were on a single copy hereof.

**39. RIGHTS OF THIRD PARTIES**

A Person who is not a Party has no right under the terms of the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first above written.

**CONTRACTOR**

Signed by: /s/ Thomas Thorkildsen \_\_\_\_\_

Name: Thomas Thorkildsen \_\_\_\_\_

Title: Attorney-in-fact \_\_\_\_\_

**For and on behalf of HÖEGH LNG HOLDINGS LTD.**

**Pursuant to a power of attorney dated 1 October 2014**

**CUSTOMER**

**Signed for and on behalf of SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**

By: /s/ Jose Luis Montes \_\_\_\_\_

Name: Jose Luis Montes \_\_\_\_\_

Title: General Manager \_\_\_\_\_

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### Schedule I - Jetty and Customer's Topside Facilities

#### 1. EQUIPMENT REQUIREMENTS

##### 1.1 Jetty topsides equipment will include:

- (a) a minimum of two (2) Marine High Pressure natural Gas Marine Unloading Arms ("**Marine HP NG Unloading Arms**"), or as many as are required to comply with the n+1 redundancy requirements:
  - (i) the specifications of which will be developed by the EPC Contractor;
  - (ii) which are to be preventatively maintained every \*\*\*\*\* months; and
  - (iii) which shall have wind operability limits of a maximum of thirty five (35) knots;
- (b) additional firefighting and safety equipment (including fire water monitors and high expansion foam);
- (c) a Gas pipeline;
- (d) a Marine Loading Arms platform, which will include:
  - (i) a pig launcher for the Gas pipeline; and
  - (ii) a small nitrogen storage tank required for the Marine Loading Arms for the purge of the swivel joint areas;
- (e) mooring equipment suitable for the mooring of a vessel with a one hundred and seventy thousand cubic metres (170,000 m<sup>3</sup>) capacity and side by side mooring of the Vessel and Shuttle Tanker;
- (f) emergency diesel power generator (which will be located onshore) for the use during emergency of operation of hydraulic unit of Marine Loading Arms, emergency shutdowns, and motor-operated valves required on Jetty; and
- (g) Jetty-Vessel instrumentation and a controls interface link.

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**1.2 Onshore equipment will include:**

- (a) an onshore receiving facility, including the following components:
  - (i) a pig receiver;
  - (ii) a pressure let down station;
  - (iii) High integrity protection system for pipeline Gas pressure control, and
  - (iv) metering systems; and
- (b) a Gas pipeline from the onshore metering system to the custody transfer point.

**1.3 Long lead items**

- (a) The Marine HP NG Unloading Arms will be delivered approximately \*\*\*\*\* months following execution of the EPC Contract.
- (b) The unloading platform and the access trestle will be delivered approximately \*\*\*\*\* months following execution of the EPC Contract.
- (c) Procurement of marine structural steel and piling during the engineering phase after the sixty per cent (60%) Design Control point.

**2. APPLICABLE STANDARDS AND REQUIREMENTS**

**2.1 Applicable codes and standards**

- (a) International standards for the jetty design of LNG terminals which shall be consulted in the development of the basis of design:
  - (i) OCIMF, Effective Mooring, 3rd Edition, 2010;
  - (ii) OCIMF, Mooring Equipment Guideline, 3rd Edition, 2008;

- (iii) SIGTTO, LNG Operations in Port Areas, 2003;
- (iv) PIANC, Harbour Approach Channels Design Guidelines, 2014;
- (v) API RP-2A WSD Recommended Practice for Planning, Designing and Constructing and LRFD Fixed Offshore Platforms, American Petroleum Institute;
- (vi) BS 6349 British Standard Code of Practice for Maritime Structures;
- (vii) PIANC report WG33 Guidelines for the Design of Fender Systems;
- (viii) PIANC report WG34 Seismic Design Guidelines for Port Structures;
- (ix) PIANC-IAPH WG 30 Approach Channels – A guide for Design;
- (x) OCIMF MEG3 Mooring Equipment Guidelines, Oil Companies International;
- (xi) Marine Forum;
- (xii) MOTEMS Marine Oil Terminal Engineering and Maintenance Standards;
- (xiii) IMO International Ship and Port Facility Security Code (ISPS);
- (xiv) DNV-RP-B401 Cathodic Protection Design;
- (xv) Coastal Engineering U.S. Army Corps of Engineers, 2003;
- (xvi) The Rock Manual The use of rock in hydraulic engineering, CIRIA-CUR, 2007;
- (xvii) Cuomo, M. Tirindelli, W. Allsop. (2007) Wave-in-deck loads on exposed jet-ties. Journal of Coastal Engineering 54, pg. 657-679.

In order to minimize conflicting requirements, the following Table outlines the scope of usage for each code listed above.

- (A) API RP-2A WSD and LRFD Estimation of environmental loads and effects on piles such as current forces, marine growth, scour, buoyancy,

impact re-sistance, recommendations on fatigue of connections, design of pin piles (WSD: trestle, LRFD: berth).

- (B) BS 6349 Estimation of environmental loads on vessels including wind and current for moored vessels, guidance on limiting vessel motions while at berth. Determination of maritime loads, load factor and load combinations (berthing, wave, current, mooring, wind effects).
- (C) PIANC WG33 Estimation of berthing energy requirements, abnormal en-ergy factors of safety, vessel approach velocities, fender selection, and al-lowable hull pressures.
- (D) PIANC WG 34 Estimation of allowable damage during design seismic events, guidelines for selection of design seismic events.
- (E) PIANC WG 55 Safety Aspects of Berthing Operations for Gas Tankers.
- (F) OCIMF MEG3 Recommendations for selection of mooring lines, guidance on selection of mooring equipment on berth, recommendations for location and number of mooring and berthing dolphins.
- (G) IMO Recommendations and requirements on port safety.
- (H) DNV-RP-B401 Design of Cathodic Protection Systems for Piles and other Marine Components

## 2.2 Marine terminal basis of design

- (a) A marine terminal basis of design shall be developed under the EPC Contract.
- (b) The maximum hull pressure shall be one hundred and fifty kilo pascals (150kPa).
- (c) Vessel berthing velocities and berthing angle of attack will be determined during bridge simulation studies prior to vessel arrival.
- (d) Shuttle Tanker berthing and mooring during off-loading operations will be determined based on the outcome of bridge simulation studies and second order-dynamic mooring analyses.

- (e) The marine terminal basis of design will be developed in accordance with the reference standards listed on Section 2.1 above and in accordance with schedule 1 of the ILA.

### 2.3 **Fenders and cathodic protection**

- (a) Fenders technical specification

The requirements of Jetty fenders for an FSRU moored at all times are to be confirmed with time domain simulations.

- (b) Cathodic protection technical specification

The impressed current protection system will be designed so as to prevent premature breakdown of the Jetty Structure Piling and metallic structures and reinforcing bar. The design parameters are to be identified in hazard identification and hazard operability studies during detailed design.

### 2.4 **Metoceanic report**

Calibration for the metocean derivations (such as Site-specific wave measurements) should be performed to calibrate the swan model.

- (a) Basic mooring study:

- (i) The mooring assessment was completed using OPTIMOOR. Detailed design will be performed using a mooring package suitable for time domain simulations accounting for second order wave loads. For side by side mooring assessment the software package will also account for ship-to-ship hydrodynamic interactions.

- (ii) The mooring system will be checked for the mooring of a vessel with a one hundred and seventy thousand cubic metres (170,000 m<sup>3</sup>) capacity side by side with a Shuttle Tanker. The mooring requirements are to be confirmed with time domain simulations.

- (b) Detail manoeuvring study :

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Full mission bridge simulations shall be conducted at least \*\*\*\*\* days prior to the Delivery Date for the Vessel as well as for the Shuttle Tankers to be moored side by side with the Vessel to confirm the adequacy of the channel, turning areas and size and number of tugs required for navigation, manoeuvring and berthing.

## Schedule II - HSSE Requirements

### 1. CONTRACTOR'S CORPORATE HSSE SYSTEM

1.1 Contractor has and shall maintain a company HSSE policy (as detailed in Annex 2). Contractor's quality assurance and quality control systems implemented under its HSSE policy shall comply with:

- (a) ISO 9001;
- (b) ISO 14001; and
- (c) OHSAS 18001.

### 1.2 Key References

The documents listed at (a) to (c) of this paragraph 1.2, and any updates to them, form part of Contractor's HSSE system:

- (a) *QA-07 HSE Risk Management* (see Annex 1)
- (b) *QM-07 Health, Safety and Work Environment Policy for Höegh LNG* (see Annex 2)
- (c) *QA-09 HSE Legal Requirements and Responsibilities* (see Annex 3).

### 2. COMPLIANCE WITH THE PROJECT AND SITE SPECIFIC REQUIREMENTS

2.1 Contractor shall comply with all HSSE Laws applicable to the Vessel's operations and Specification. From the Delivery Date and throughout the Term Contractor shall ensure that the Vessel complies with all Laws relating to:

- (a) atmospheric emissions;
- (b) effluent and waste water emissions;
- (c) noise levels; and
- (d) safety.

### 2.2 Project HSSE Management Program

- (a) Prior to the Delivery Date the Owner shall develop, and throughout the Term shall implement and maintain the HSSE Management Program, which shall include:
  - (i) a safety management plan which is certified to comply with the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention, including documented safe working procedures and procedures for the identification and mitigation of risks;

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- (ii) an environmental management plan; and
- (iii) an accident/incident reporting plan compliant with Flag State requirements.
- (iv) detailed procedures following site specific Risk Assessments,
- (v) Hazard identification and hazard operability reviews,

and shall meet the specific characteristics and requirements of the FSRU Site, the Environmental Permit (including but not limited in relation to seawater thermal discharge and air emissions) and the Port Concession.

- (a) The HSSE Management Program shall comply with Contractor's corporate HSSE policies and procedures and shall be consistent with the standards applicable to its existing certifications, being those standards listed at paragraph 1.2(b) and (c) of this Schedule.

### 2.3 Key Personnel

Each Party shall submit to the other Party no later than \*\*\*\*\* month before the Delivery Date the contact information of persons who can be contacted in relation to any HSSE matters. The Parties shall provide details of at least two (2) persons shall be available to be contacted on a 24 hour basis in the event of emergencies.



	<b>HSE RISK MANAGEMENT</b>	Doc No.: QA-07 Page: 1 - 1 Owner: IRG Appr: SVS Date: 2014-03-21
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**Purpose, Scope:**

In QM-07, the HSE policy is described, while this procedure describes the way the policy is implemented regarding risk management. Detailed prescriptions are available in other procedures more tailored to local needs; in the office, at construction sites and for the vessels.

**Definitions:**

None

**Responsibilities:**

The VP of HSEQ and Risk management is responsible for the HSE risk management procedure and to facilitate safe job analysis in the office.  
The Head of HR is responsible for defining HSE objectives and programme (HSE Action Plan) for office.  
The Head of HSEQ is responsible for defining HSEQ objectives and programme for HLFM incl. vessels.

**Descriptions:**

Scope of HSE risk management

HSE management shall counteract hazards, and implement risk controls for unacceptable risks, for:

- a) Routine and non-routine activities
- b) All persons having access to the workplace / office premises / yard
- c) Human factors, ergonomics and social factors, e.g. violation of stereotypes, functionally isolated acts, time pressure, exposure to danger, peer pressure, slander, labelling, etc.
- d) External hazards affecting health and occupational safety, like climate and weather conditions
- e) Work related hazards created in the vicinity of the workplace, like use of chemicals, noise, etc.
- f) Infrastructure, equipment and materials at the workplace
- g) Organizational changes, changes in work routines, adaptation to human capabilities, etc.
- h) Any changes in the operation and functioning of safety systems (blow down, purging, alarms, colour coding, etc.) as well as changes in the HSE management system itself
- i) Legal obligations, regulatory changes and changes in international standards related to HSE
- j) Be proactive, i.e. identify hazards, risks and mitigations before a critical operation is initiated
- k) Design and ergonomics of work areas, processes, installations, machinery, work organization, etc.

Identification of HSE hazards, risk assessments and controls

Identification of hazards and risk assessments should apply the approach described in Safe Job Analysis (QA-04a1 Risk Management Guide) and results recorded in risk analysis change log (FO-14). Risk mitigation shall apply the ALARP principle, and then the sequenced priority as follows: elimination, substitution, engineering controls, administrative controls and personal protective equipment. The HSE risk management shall seek to document experience and results in order to transfer learning to other parts of the organisation.

HSE Objectives and programme

HSE Action Plans are prepared for HLNG Office, HLFM and HLNG construction Sites.

**References:**

OHSAS 4.3.2 Legal and other Requirements  
QM-07 HSE Policy  
QA-09 HSE Legal requirements and responsibilities

**Exhibits/Attachments:**

None

HÖEGH LNG — QMS - HSE Risk Management

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	<b>HEALTH, SAFETY AND WORK ENVIRONMENT POLICY FOR HÖEGH LNG</b>	Doc No.: QM-07 Page: 1 - 1 Owner: STT Appr: SVS Date:
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## HEALTH, SAFETY AND WORK ENVIRONMENT POLICY FOR HÖEGH LNG

1. Höegh LNG shall:
  - maintain a favourable physical and psychosocial working environment
  - treat all employees and in-hired personnel with respect, care and flexibility
  - facilitate creativity, learning, working capacity, health and job satisfaction
  - safeguard the work environment to prevent injuries and occupational illness adapted to the different conditions that characterize office, vessels and construction sites
  - promote a continuous improvement in fulfilling the above objectives.
2. The achievement of HSE related goals are a line management responsibility. All employees are responsible for their own and their colleagues' health and safety to the extent they can influence HSE. The Head of HSEQ and Risk Management in Höegh LNG AS is overall responsible for the HSE Management System and The Head of HSEQ in Fleet Management is responsible for the HSE Management System in Höegh LNG Fleet Management AS (including the vessels). Both HSEQ functions report directly to the General Manager of the two companies (CEO and Fleet Manager respectively).
3. HSE Action Plans are defined and updated at least on an annual basis and is available for all employees. The HSE Action Plan shall define measurable goals to improve the HSE performance of Höegh LNG AS. HSE activities in projects are regulated by project procedures in the NT and PE series of QMS and in dedicated e-rooms for specific projects.
4. The work environment at Höegh LNG embraces all employees and in-hired consultants, including employees who develop a decline in their health or a reduced working capacity.
5. Höegh LNG's employees shall act in compliance with international regulations and legal requirements in the countries we operate in, as well as the Höegh LNG's policies related to, but not limited to; HSE, Competition Rules contained in the Competition Compliance Manual, Ethical Rules, Social Performance, Anti-corruption and Insider trading rules.
6. Höegh LNG policies are published in the QM part of the QMS. Our policies are available to external parties like clients, regulators and partners and in-hired consultants upon request.
7. Reporting of violence of regulatory requirements and internal procedures that follows company rules for reporting shall not imply any punitive action on behalf of the reporter, as Höegh LNG strives to secure a non-punitive culture.
8. The HSE policy, goals and achievements shall be reviewed when required and be part of the Company Management Review at the end of each year. Main HSE achievements and incidents shall be presented and discussed at the bi-weekly management meetings and a summary included in the Monthly Reports to the Board.

/s/ Sveinung Støhle

CEO, Sveinung Støhle  
November 21, 2011

HÖEGH LNG — QMS - Health, Safety and work Environment Policy for Höegh LNG

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	<b>HSE LEGAL REQUIREMENTS AND RESPONSIBILITIES</b>	Doc No.: QA-09 Page: 1 - 1 Owner: CNM Appr: SVS Date: 2014-03-21
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**Purpose, Scope:**

Provide instruction on how to identify and secure compliance with applicable legal and other requirements related to Occupational Safety and Health, including Work Environment (HSE).

**Definitions:**

None

**Responsibilities:**

The HSEQ function is responsible for maintaining and implementing this procedure. HSEQ is also responsible for identifying and evaluating compliance with applicable legal- and other requirements related to HSE.

The HR function and Corporate Legal function shall support HSEQ in the identification and compliance verification of applicable legal and other requirements related to HSE.

All employees are responsible for acting in compliance with HSE legal requirements.

**Descriptions:**

The HSE legal requirements are regulated by the Norwegian Work Environment Act, administered by the Norwegian Labour Inspection Authority (NLIA). NLIA is a governmental agency under the Ministry of Labour and Social Inclusion, focused on occupational safety and health. NLIA has administrative, supervisory and information responsibilities in connection with the following acts, applicable to HLNG: The Working environment Act, The Annual Holidays Act, The National Holidays Act and part of the Smoking Act.

Compliance with HSE legal requirements shall be evaluated in connection with the Annual Management Review, and when relevant changes occur according to info received through our e-mail subscriptions (see Exhibits links) as well as other information sources.

**References:**

OHSAS 4.3.2 Legal and other requirements and 4.5.2 Evaluation of compliance

QA-07 HSE Risk Management

The HSEQ function also subscribes to **Regelhjelp.no** and **OSHmail** for information regarding the latest changes in national legal requirements and EU developments in occupational safety and health.

Exhibits/Attachments:

<http://www.arbeidstilsynet.no/hms.html>

An overview of all laws and regulations for the office part of our operations can be found on:

<http://www.regelhjelp.no/no/Lenker-regelverk/?bransjeid=7981&kategoriid=-1>

Registration, evaluation, approval and use of chemicals (REACH):

<http://www.lovdatab.no/cgi-wift/ldles?doc=/sf/sf/sf-20080530-0516.html>

Early information regarding future legal requirements:

<http://osha.europa.eu/en>

HØEGH LNG — QMS - HSE Legal requirements and responsibilities

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### Schedule III - LNG Measurements, Specifications, Tests and Analysis

#### 1. LNG MEASUREMENT SYSTEM

1.1 Both the Vessel's and any Shuttle Tanker's CTMS shall comply with international LNG industry standards, guidelines, recommendations and best practice, including;

(a) *LNG Custody Transfer Handbook* by GIIGNL (March 2011), 3rd edition, version 3.0.1; and

(b) *Ship to Ship Transfer Guide for Petroleum, Chemicals and Liquefied Gases* by the Oil Companies International Marine Forum (January 2013);

and any updating publication to the guidelines specified in (a) and (b) above, as agreed between the Parties and in accordance with industry standard best practices.

1.2 Both the Vessel's and any Shuttle Tanker's CTMS shall be maintained in accordance with the respective manufacturers' requirements and must hold a valid certificate of accuracy from an industry-recognised body.

1.3 The volume of LNG transferred between the Shuttle Tanker and the Vessel shall be measured by the Shuttle Tanker's CTMS.

1.4 The Vessel's CTMS will solely be used for Contractor's internal LNG inventory management and verification of the quantities of LNG loaded from the Shuttle Tanker, including identification of unaccounted for LNG pursuant to paragraph 6 of this Schedule.

1.5 Customer shall procure that Contractor has access to the Shuttle Tankers' calibration certificates.

#### 2. UNLOADING OF SHUTTLE TANKERS

2.1 Prior to commencement of unloading a Shuttle Tanker to the Vessel, Customer shall ensure that the Shuttle Tanker's CTMS meets the requirements set out in paragraph 1.1 of this Schedule.

2.2 In the event that the CTMS or any LNG tank of a Shuttle Tanker suffers a distortion and a Party has reasonable cause to question the validity of the measurements of the Shuttle Tanker's CTMS, Customer shall arrange for the CTMS and/or LNG tank to be recalibrated, such costs to be borne by Customer, unless such recalibration was done at Contractor's request and did not demonstrate any inaccuracy in the LNG tank capacity tables and/or the CTMS, in which case Contractor shall bear the cost of recalibration.

2.3 Customer shall procure that Contractor and any industry-recognised third party cargo surveyor is allowed to witness all custody transfer measurements on the Shuttle Tanker.

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2.4 The Shuttle Tanker shall be responsible for cool-down of its own cargo systems and piping. Cool-down of the unloading arms/hoses will only commence when the Shuttle Tanker is connected and cooled down.

2.5 If the measurements referred to in this Schedule III become impossible to perform due to a failure of gauging devices, alternative gauging procedures shall be determined by agreement between the Parties. If the Parties cannot agree on alternative gauging procedures, the Vessel's CTMS shall be used for custody transfer measurement.

### **3. LNG QUALITY SPECIFICATIONS**

Contractor shall provide the range of LNG quality specifications that the Vessel can technically/operationally handle within \*\*\*\*\* days of signing of this Agreement and this Schedule III shall be updated accordingly.

### **4. SAMPLING PROCEDURES**

4.1 During discharging of LNG for each Shuttle Tanker, sampled LNG shall be collected onboard the Vessel by Contractor in LNG sample containers or constant pressure/floating piston sample containers for analysis at a laboratory ashore. Customer shall arrange and pay for analysis and provide the result to the Contractor within a reasonable time.

4.2 Samples for retention shall be properly labelled, sealed and retained by Customer ashore for a period of \*\*\*\*\* days. Replacement sample containers shall be provided by Customer.

4.3 Notwithstanding paragraph 4.2 above, if the results of the sample's analysis are in dispute, the sample will be retained by Customer until the dispute is resolved or the sample is analysed as a necessary part of the dispute resolution process.

### **5. INVENTORY CONTROL ON VESSEL**

5.1 The Vessel shall be Delivered with a certified radar-based CTMS and a secondary float type system to enable:

- (a) verification of LNG loaded from the Shuttle Tankers
- (b) inventory control; and
- (c) estimation of LNG remaining in pipelines on the Shuttle Tanker and Customer's Topside Facilities.

5.2 If Customer has reasonable cause to question the accuracy of the Vessel's CTMS Customer may require recalibration, which shall be carried out without undue delay. If the Vessel's CTMS is found to be inaccurate by less than \*\*\*\*\* millimetres (\*\*\*\*\* mm),

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Customer shall bear the costs of recalibration. If the Vessel's CTMS is found to be inaccurate by \*\*\*\*\* millimetres (\*\*\*\*\* mm) or more, Contractor shall bear the costs of recalibration.

5.3 Contractor will allow Customer access to data of the Vessel's CTMS and the calibration certificate of the Vessel.

**6. UNACCOUNTED LNG**

6.1 Unaccounted LNG shall be estimated using the Vessel's CTMS.

6.2 Contractor shall provide Customer with a daily unaccounted LNG calculation, and unaccounted LNG shall be determined on a monthly basis.

6.3 Contractor shall not be liable for any unaccounted LNG due to LNG remaining in pipelines on the Shuttle Tankers and Customer's Topside Facilities and/or Boil-Off returned to the Shuttle Tanker.

6.4 Contractor shall be liable for Boil-Off dumped to the extent that the fuel consumption warranties and Boil-Off warranties in Schedule VII of this Agreement are not met.

**Schedule IV - Gas Measurement and Quality**

**1. GAS QUALITY SPECIFICATION**

The Gas measurement system shall be able to handle Gas compositions derived from the LNG specifications given in Schedule III.

**2. GAS METERING FOR GAS SEND-OUT**

The Gas metering for Gas send-out volumes and quality is to be onshore and is to be performed by Customer at the Onshore Metering System. In case the Onshore Metering System fails or is out of service, the Gas measurement system onboard the Vessel will be used to determine Gas send-out.

**3. GAS MEASUREMENT FOR INVENTORY CONTROL OF VESSEL/ENERGY BALANCE**

3.1 Gas measurements conducted in accordance with this Schedule shall be in the units set out in Annex 1 hereto.

3.2 The Vessel's Gas measurement system is to be used for inventory control of Vessel, and for input to custody transfer for LNG loading.

3.3 The Vessel's onboard Gas measuring systems ("**Vessel's Measuring Systems**") shall be used to measure:

- (a) fuel gas consumption,
- (b) burned and vented Gas,
- (c) Boil-Off Gas return to the Shuttle Tanker, and
- (d) Gas send-out

for inventory control of the Vessel. Contractor shall provide Customer access to data from the Vessel's Measuring Systems.

3.4 Contractor will perform the energy balance of the Vessel and provide Customer with access to the associated data.

3.5 Contractor shall provide Customer a daily LNG storage inventory report.

3.6 Gas density and compositions will be estimated based on LNG compositions in the tanks and the Gas chromatographs output for the regasified send-out.

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3.7 The Gas metering for Gas send-out and Gas quality will be calibrated every \*\*\*\*\* years and the Gas flow measurement for the other systems will be calibrated every \*\*\*\*\* years with a zero flow dry calibration. Contractor will provide Customer with access to the calibration certificates upon request for the purpose of auditing the Gas measurement system.

**4. DAILY MEASUREMENT OF SEND-OUT, FUEL GAS CONSUMED, BURNED AND VENTED**

4.1 The Gas measurement facilities which measure the Vessel's Gas fuel installed on board the Vessel shall measure on a daily basis:

- (a) Vessel's fuel gas consumption by dual fuel engines;
- (b) fuel gas burned at the Vessel's Gas combustion unit;
- (c) fuel gas burned at the Vessel's auxiliary boiler; and
- (d) Gas vented.

4.2 The measured Gas consumption in the Vessel will include Gas for power generation, in addition to Gas eventually vented or burned at the Gas combustion unit.

4.3 The Gas which it is not possible to directly measure (the "**Unaccounted Gas**") shall be estimated by Contractor and this estimation shall be provided to Customer on a daily basis and monthly basis.

## Annex 1

### DEFINED TERMS FOR UNITS OF GAS MEASUREMENT

1. "**Standard Cubic Meter**" or "**Sm<sup>3</sup>**" means the volume of Gas that occupies one cubic meter (1 m<sup>3</sup>) at Standard Conditions, which shall be deemed to be equal to thirty five decimal three one four seven square feet (35.3147 ft<sup>3</sup>).
2. "**Flow Units**" means the flow units of Gas to be one million (1,000,000) Standard Cubic Meters per hour (MM Sm<sup>3</sup>/hr).
3. "**Energy flow**" means the energy flow to be BTU/day (HHV).
4. "**Kcal**" means 1000 calories, which is the amount of energy required to raise the temperature of one kilogram (1kg) of water by one degree Celsius (1°C) at Standard Conditions.
5. "**Higher Heating Value**" or "**HHV**" means the amount of energy expressed in Kcal or BTU for each Standard Cubic Meter ((Kcal/Sm<sup>3</sup>) or (BTU/Sm<sup>3</sup>)) produced by the complete combustion of dry Gas with dry air at constant pressure, where the products of the combustion cool to the Standard Conditions and the water vapour product of the combustion is condensed to its condition of fluid saturated at Standard Conditions. The references for the calculation of the HHV will be based on calculations and values of the given components in the most recent edition of the Natural Gas Producers Association *Engineering Data Book*, USA.
6. "**Lower Heating Value**" or "**LHV**" means the amount of energy expressed in Kcal or BTU for each Standard Cubic Meter ((Kcal/Sm<sup>3</sup>) or (BTU/Sm<sup>3</sup>)) produced by the complete combustion of dry Gas with dry air at constant pressure, where the products of the combustion cool to the Standard Conditions. The references for the calculation of the LHV will be based on calculations and values of the given components in the most recent edition of the Natural Gas Producers Association *Engineering Data Book*, USA.

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#### **Schedule V - Gas Nomination and Delivery Provisions**

The Parties recognise that more work needs to be carried out on the functionality of the downstream market for which the Vessel will supply Gas by regasifying LNG. The Vessel will be one of four supply sources for the Thermal Generators and the integration between these four supply sources will require further evaluation prior to a detailed nomination procedure can be completed. This detailed nomination procedure shall be developed between the Parties on a continuing basis as information becomes available. The Parties shall use reasonable endeavours to conclude the nomination procedures not later than \*\*\*\*\* days prior to the Delivery Due Date.

Some guiding principles for the expected normal send out curve are as follows:

- The daily base load send out volumes under normal operating conditions is expected to be in the range of \*\*\*\*\* million Standard Cubic Feet per day (\*\*\*\*\* MMscf/day) to \*\*\*\*\* million Standard Cubic Feet per day (\*\*\*\*\* MMscf/day) (but in no manner is this range meant to be an operational restriction of the Vessel).
- There is limited line packing available but the pipeline/grid can provide buffer capacity for approximately two (2) hours.

The Parties recognise that the Vessel needs to provide a send out profile that is compatible with the requirements of the end users, for it to be considered as a viable solution for Customer.

The nomination procedures shall be based on the following principles:

#### **1. MONTHLY NOMINATIONS**

- 1.1 Customer's nomination for Gas send-out for any month shall be notified pursuant to paragraph 5 of this Schedule to the master of the Vessel no more than \*\*\*\*\* days before the beginning of each month (the "**Monthly Nomination**"). The Monthly Nomination shall be for information purposes only and Contractor is not obliged to fulfil the Monthly Nomination.
- 1.2 Customer and Contractor shall agree the form of Monthly Nomination no later than \*\*\*\*\* days prior to the Delivery Due Date.

#### **2. WEEKLY NOMINATIONS**

- 2.1 Customer's nomination for Gas send-out for any week shall be notified pursuant to paragraph 5 of this Schedule to the master of the Vessel by no later than midday (Colombian local time) each \*\*\*\*\* to which such nomination applies (the "**Weekly**").

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**Nomination**"). The Weekly Nomination shall be for information purposes only and Contractor is not obliged to fulfil the Weekly Nomination.

2.2 Customer and Contractor shall agree the form of Weekly Nomination no later than \*\*\*\*\* days prior to the Delivery Due Date.

### 3. DAILY NOMINATIONS

3.1 Customer's nomination for Gas sent out for any day (a "**Relevant Day**") shall be notified pursuant to paragraph 5 of this Schedule to the master of the Vessel by 15:30 (Colombian local time) on the day immediately preceding the Relevant Day (the "**Preceding Day**"). Such notification shall specify:

- (a) quantity of Gas nominated by Customer to be discharged on the Relevant Day (the "**Nominated Discharge Quantity**"); and
- (b) the required hourly profile of the Nominated Discharge Quantity.

3.2 The Nominated Discharge Quantity shall not specify the ramp down or ramp up volumes or the timing of the same.

3.3 If the quantity of Gas actually discharged on any Preceding Day differs from the Nominated Discharge Quantity for the Relevant Day, the start of the ramp up or ramp down period (as applicable) required to conform with the Nominated Discharge Quantity of the Relevant Day shall occur at the beginning of the Relevant Day.

3.4 The master of the Vessel shall, by 15:50 (Colombian local time) on the Preceding Day shall, by notice to Customer pursuant to paragraph 6 of this Schedule, confirm the Nominated Discharge Quantity provided by Customer under paragraph 3.1 or, if such Nominated Discharge Quantity cannot be achieved for any reason, the Gas discharge quantity which the master expects to achieve.

### 4. MODIFICATION OF DAILY NOMINATIONS

4.1 Customer may by notice in writing to Contractor modify the Nominated Discharge Quantity by sending a revised Gas discharge profile at any time during the Relevant Day with the following information:

- (a) new send out rate accounting for time allowed for ramp-up / ramp-down; and
- (b) new send out profile accounting for time allowed for ramp-up / ramp-down,

(a "**Modification Notice**").

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- 4.2 Customer shall use reasonable endeavours to limit modifications to the Daily Nominations.
- 4.3 Upon the occurrence of an event that significantly reduces Gas send-out during a Relevant Day, Contractor shall have the right to make an adjustment to the send out profile later on the same Relevant Day in order to endeavour to meet the nominated quantity of Gas for such Relevant Day.

**5. RAMP UP / RAMP DOWN TIMES**

The ramp-up / ramp-down times shall be:

- 5.1 \*\*\*\*\* hours after the end of the hour following the receipt of the relevant nomination in case a change, up or down (from the ongoing discharge rate) of zero to one hundred million Standard Cubic Feet per day (0-100 MMscf/day) on an hourly basis is required and the ongoing discharge rate is below one hundred and fifty million Standard Cubic Feet per day (150 MMscf/day), with the ramp-up/ramp down period commencing approximately \*\*\*\*\* after the end of the hour following the receipt of such nomination;
- 5.2 \*\*\*\*\* hours after the end of the hour following the receipt of the relevant nomination in case a change of zero to two hundred million Standard Cubic Feet per day (0-200 MMscf/day), up or down (from the ongoing discharge rate) on an hourly basis is required and the ongoing discharge is strictly above one hundred and fifty million Standard Cubic Feet per day (150 MMscf/day), with the ramp-up/ramp down period commencing approximately \*\*\*\*\* after the end of the hour following the receipt of such nomination; and
- 5.3 \*\*\*\*\* hours after the end of the hour following the receipt of the relevant nomination in case a change, up or down (from the ongoing discharge rate) of zero to four hundred million Standard Cubic Feet per day (0-400 MMscf/day) on an hourly basis is required, with the ramp-up/ramp down period commencing approximately \*\*\*\*\* after the end of the hour following the receipt of such nomination.

**6. NOTICES**

- 6.1 Notwithstanding Clause 31 of this Agreement, all notices given pursuant to this Schedule V shall be made by email. The master of the Vessel shall confirm receipt of all notices. In the absence of confirmation, Customer shall call the Vessel to confirm whether the notification has been received. Any notice sent by Customer to the master of the Vessel shall simultaneously be sent in copy to Contractor. Any notice sent by the Vessel's master to Customer shall simultaneously be sent in copy to Contractor.
- 6.2 Contractor shall give Customer notice of the name, telephone number and email address of the master of the Vessel necessary to make all notifications under this Schedule.

6.3 Customer may develop alternative electronic methods for notification of the Monthly Nominations, Weekly Nominations and Daily Nominations to Contractor and the master of the Vessel, subject to approval by Contractor (not to be unreasonably withheld).

**Schedule VI – Fuel and Heel Requirements**

**1. MINIMUM FUEL REQUIREMENTS**

1.1 Fuel provided for all bunkers on board the Vessel shall have the following specifications:

<b>Fuel Type</b>	<b>Standard</b>
marine diesel oil	ISO 8217:2010:DMA
gas oil	ISO 8217:2010:DMB

1.2 The quantities of fuel oil to be maintained on the Vessel shall be maintained at the following minimum levels:

<b>Fuel Type</b>	<b>Quantity (MT)</b>
marine diesel oil	500
gas oil	200

1.3 Both Contractor and Customer may from time to time request from each other the provision of bunker survey data to verify the quality of the bunkers on board.

**2. MINIMUM HEEL REQUIREMENTS**

2.1 Customer shall at all times plan and schedule for the amount of LNG Heel on board the Vessel to be equal to or greater than the Minimum Heel Inventory.

2.2 If the LNG Heel on board the Vessel is below the Minimum Heel Inventory, the warranties provided by Contractor in Schedule VII shall not apply in respect of:

- (a) LNG Transfer Rate;
- (b) Boil-Off Rate; and
- (c) Regasification Flow Rate.

However Contractor shall use reasonable endeavours to continue to provide the FSRU Services.

**Schedule VII - Performance Warranties**

1. **INTERPRETATION**

In this Schedule:

<b>"FCL Period"</b>	means, for each Performance Period, the time during that Performance Period when the Vessel is not in Storage Condition or subject to an Event of Force Majeure, an ILA Excusable Event or a Service Excusable Event.
<b>"Guaranteed Availability"</b>	means ninety eight decimal six per cent (98.6%) availability, or three hundred and sixty (360) days per annum.
<b>"Guaranteed Regasification Flow Rate"</b>	means four hundred million Standard Cubic Feet per day (400 MMscf/day) ( $\pm 5\%$ ), at a minimum temperature of seven decimal two degrees Celsius (7.2°C) and an operational pressure of sixty to eighty five (60-85) barg measured at the Point of Interconnection.
<b>"Maximum Fuel Consumption Rate"</b>	means the applicable rate of fuel gas consumption for regasification of LNG derived from the tables set out at paragraphs 2.5(a) or 2.5(b) of this Schedule.
<b>"Performance Period"</b>	means each month of each Contract Year.
<b>"Performance Period Actual Fuel Consumption"</b>	means, for each Performance Period, the fuel gas consumed by the Vessel for regasification of LNG during the FCL Period while regasification send-out is taking place.
<b>"Performance Period Guaranteed Fuel Consumption"</b>	means, for each Performance Period, the amount of fuel gas (expressed in MT/day), which would over the FCL Period falling in that Performance Period have been used for regasification of LNG had fuel gas consumption for regasification of LNG been exactly at the Maximum Fuel Consumption Rate.
<b>"Ramp Up and Ramp Down Times"</b>	means the timeframes the Vessel requires for adjusting to a new send-out flow.
<b>"Regasification Flow Rate"</b>	means the rate at which the Vessel delivers regasified LNG into the Jetty's pipeline.

**"Shuttle Tanker Loading** means the following conditions:  
**Reference Conditions"**

- (i) LNG is loaded at a pressure of not less than four decimal four (4.4) barg at the Loading Point;
- (ii) the Shuttle Tanker is, in accordance with good industry practices, compatible with the Vessel and capable of connecting at least five (5) hoses of ten (10) inches diameter;
- (iii) the Shuttle Tanker cargo tanks are fully cooled down and ready to discharge LNG;
- (iv) the Shuttle Tanker is discharging LNG at a homogeneous temperature corresponding to a saturation pressure of not more than seventy milibar(g); and
- (v) the Shuttle Tankers have a maximum tank pressure of seventy milibar(g) prior to unloading and a maximum tank pressure of zero decimal two (0.2) barg after unloading.

**"Storage Condition"**

means any period during which there is no Gas send-out, no LNG transfer or cargo tank cool down ongoing, no LNG pump running in any cargo tank and the Vessel has an LNG inventory above the Minimum Heel Inventory.

## 2. **GUARANTEED PERFORMANCE WARRANTIES**

The guaranteed performance of the Vessel shall be as follows:

### 2.1 **Vessel Availability and Reliability**

Contractor shall maintain a minimum availability of the Vessel at the Guaranteed Availability.

### 2.2 **Cargo containment system and Boil-Off Rate**

The maximum Boil-Off for the Vessel in Storage Condition shall be zero decimal one five per cent (0.15%) of the Maximum Cargo Capacity per day.

### 2.3 **LNG loading**

The Vessel is capable of receiving LNG at the rate of nine thousand cubic metres per hour (9,000 m<sup>3</sup>/h) at the Shuttle Tanker Loading Reference Conditions (excluding Ramp Up and Ramp Down and emergency shut-down testing and line cool-down), with the following operating assumptions:

- (a) a minimum Regasification Flow Rate of one hundred and fifty million Standard Cubic Feet per day (150 MMscf/day) is needed for handling all excess Boil-Off;
- (b) Boil-Off Gas is used as fuel for the Shuttle Tankers during loading operation; and
- (c) Shuttle Tankers have a cargo capacity of one hundred and fifty thousand cubic metres (150,000 m<sup>3</sup>), a Boil-Off Rate of zero decimal one five per cent (0.15%) and use a steam turbine running on Gas.

#### 2.4 **Regasification Flow Rate**

Where the regasification trains are in a cold and ready to use condition:

- (a) the Vessel is capable of regasifying LNG and discharging regasified LNG at the Guaranteed Regasification Flow Rate,
- (b) the Vessel shall discharge regasified LNG at a rate up to the Guaranteed Regasification Flow Rate, as nominated by Customer under the terms of this Agreement (provided the Jetty's pipeline is capable of receiving regasified LNG at that rate);
- (c) the Vessel shall discharge the Nominated Daily Quantity of Gas,
- (d) the Vessel is able to vary (and shall when required in accordance with the terms of this Agreement to so vary) the Regasification Flow Rate in accordance with the nominations provided pursuant to Schedule VI, the reaction times between various nominated flow rates always being within the indicative Ramp Up and Ramp Down times.

Where due to Customer's instructions one or more regasification train(s) is not in a cold and ready to use condition, the time required for cooling down each regasification train is ten (10) hours.

#### 2.5 **Gas Consumption as Fuel**

The Vessel's fuel consumption when made fast at the mooring and regasifying LNG according to the Nominated Discharge Quantity shall not exceed the following parameters:

- (a) If the MSO Optional Change is exercised:

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Open Loop		Fuel Gas Consumption (MT/h)	
Send-out (MMscf/day)	Loading Rate (m <sup>3</sup> /h)	With LNG Loading	Without LNG Loading
0	3000	*****	*****
50	3000	*****	*****
100	5000	*****	*****
150	9000	*****	*****
200	9000	*****	*****
280	9000	*****	*****
300	9000	*****	*****
350	9000	*****	*****
400	9000	*****	*****

provided the following assumptions are met:

- (i) assumptions in Annex 1;
- (ii) fuel values assume an MSO Compressor with a four decimal five (4.5) MT/h Boil-Off Rate Gas capacity; and
- (iii) the MSO Compressor operating envelope is:
  - (A) capacity of four decimal five (4.5) MT/h (about five million Standard Cubic Feet per day (5 MMscf/day)) when in Storage Condition. The MSO Compressor can operate at fifty per cent (50%) or at one hundred per cent (100%);
  - (B) for Boil-Off handling at a regasification flow rate of fifty million to one hundred million Standard Cubic Feet per day (50-100 MMscf/day);
  - (C) for Boil-Off handling during Ship to Ship Transfer.

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(b) If the MSO Optional Change is not exercised:

<b>Open Loop</b>		<b>With LNG Loading</b>		<b>Without LNG Loading</b>	
<b>Send-out (MMscf/day)</b>	<b>Loading Rate (m<sup>3</sup>/h)</b>	<b>Fuel Gas Consumption (MT/h)</b>	<b>Excess Boil-Off Gas (MT/h)</b>	<b>Fuel Gas Consumption (MT/h)</b>	<b>Excess Boil-Off Gas (MT/h)</b>
0	3000	*****	4.71	*****	4.33
50	3000	*****	2.04	*****	1.61
100	5000	*****	0.56	*****	0.00
150	9000	*****	0.00	*****	0.00
200	9000	*****	0.00	*****	0.00
280	9000	*****	0.00	*****	0.00
300	9000	*****	0.00	*****	0.00
350	9000	*****	0.00	*****	0.00
400	9000	*****	0.00	*****	0.00

provided the assumptions in Annex 1 are met.

## Annex 1

### Assumptions:

- (a) An LNG delivery pressure of between sixty (60) and eighty five (85) barg;
- (b) The fuel consumption figures exclude daily pilot fuel consumption.
- (c) The Shuttle Tankers have a maximum tank pressure of seventy milibar(g) prior to unloading and maximum tank pressure zero decimal two (0.2) barg after loading;
- (d) Boil-Off Gas is used as fuel for the Shuttle Tankers during unloading of LNG;
- (e) A send out rate of one hundred and fifty million Standard Cubic Feet per day (150 MMscf/day) is needed to handle all excess Boil-Off at loading condition and to obtain the maximum loading rate of nine thousand cubic metres per hour (9,000 m<sup>3</sup>/h)
- (f) Boil-Off Gas consumed as fuel gas in MT/day with HHV: 54454 kJ/kg, density 445 kg/m<sup>3</sup>. This is Based on Wärtsilä's 5% tolerance according to ISO 3046/1;
- (g) Shuttle Tankers have a cargo capacity of one hundred and fifty thousand cubic metres (150,000 m<sup>3</sup>) capacity, a Boil-Off Rate of zero decimal one five per cent (0.15%) and use a steam turbine running on Gas;
- (h) Where the regasification flow rate differs from the points specified in the tables in paragraph 2.5 of this Schedule, fuel gas consumption shall be interpolated on linear basis from a minimum regasification flow rate of fifty million Standard Cubic Feet per day (50 MMscfd). A ten per cent (10%) margin on interpolation result is allowed to account for changes in generator efficiency at different loads; and
- (i) A ten per cent (10%) margin on above listed fuel gas consumption is allowed.

# DEED OF NOVATION

in respect of a [International Leasing Agreement][~~or~~][OSA]  
for an LNG floating storage and regasification vessel

[]

(AS TRANSFEROR)

AND

[]

(AS CONTINUING PARTY)

AND

[]

(AS TRANSFEREE)

This deed of novation (the "**Deed**") is entered into as a deed on the [] day of [], 201[4] **BY AND BETWEEN**:

1. [], a company organised and existing under the laws of [], having its registered office at [] (the "**Transferor**"); and
2. [], a company organised and existing under the laws of [], having its registered office at [] (the "**Continuing Party**"); and
3. [], a company organised and existing under the laws of [], having its registered address at [], (the "**Transferee**").

(individually, a "**Party**", and collectively, the "**Parties**").

**WHEREAS:**

- (A) [] and [] are parties to an international leasing agreement dated [] (the "**ILA**") for the lease of an LNG floating storage and regasification vessel (the "**Vessel**"), pursuant to which [] has agreed to let the Vessel to [].
- (B) [] and [] are parties to an operation and services agreement dated [] (the "**OSA**"), pursuant to which [] has agreed to perform operation and maintenance services in relation to the Vessel.
- (C) [The Transferor will or will procure the transfer of ownership of the Vessel under the ILA to the Transferee on or about the date of this Deed.][**Only where Transferor is the owner of the Vessel and for a novation of the ILA.**]
- (D) The Transferor wishes to be released from all its obligations and liabilities and to transfer all its rights under the [ILA][**or**][OSA] to the Transferee, and the Continuing Party agrees to such release. The Transferee wishes to assume such obligations and liabilities.
- (E) The Parties have agreed to the novation of the [ILA][**or**][OSA] and to the substitution of the Transferee as a party to the [ILA][**or**][OSA] in the place of the Transferor, on the terms and subject to the conditions contained in this Deed.

In consideration of the mutual undertakings given by the Parties' and set forth herein, **IT IS HEREBY AGREED**:

**1. Definitions**

Capitalised terms used in this Deed shall have the same meaning ascribed to them in the [ILA][**or**][OSA].

**2. Novation**

With effect from the date of this Deed (such date to be the "**Novation Date**"):

- 2.1 the Continuing Party hereby releases and discharges the Transferor (including, without limitation, in respect of any breach of the [ILA][**or**][OSA] by the Transferor antecedent to the Novation Date) from all of the Transferor's obligations and liabilities under or in

connection with the [ILA][or][OSA], and from all claims and demands whatsoever arising under the [ILA][or][OSA] on or after the Novation Date, and the Transferor hereby ceases to be a party to the [ILA][or][OSA];

- 2.2 the Transferor hereby assigns all of its rights under or in connection with the [ILA][ or][OSA] to the Transferee (including, without limitation, in respect of any breach of the [ILA][ or][OSA] by the Continuing Party antecedent to the Novation Date), and releases and discharges the Continuing Party from all of its obligations and liabilities to the Transferor under or in connection with the [ILA][or][OSA];
- 2.3 the Transferee hereby agrees to assume and perform all of the obligations and liabilities from which the Transferor is released and discharged pursuant to Clause 2.1 of this Deed (including, without limitation, in respect of any breach of the [ILA][or][OSA] by the Transferor antecedent to the Novation Date) and to be bound by its terms in all respects as if the Transferee had been named as a party thereto in place of the Transferor; and
- 2.4 the Continuing Party hereby agrees with the Transferee to perform and assume the Continuing Party's obligations and liabilities under or in connection with the [ILA][ or][OSA] and to be bound by its terms in every way as if the Transferee had been named as a party to thereto in place of the Transferor (including, without limitation, in respect of any breach of the [ILA][ or][OSA] by the Continuing Party prior to the Novation Date..

### **3. Representations and warranties**

Each of the Parties represents and warrants to each other that:

- 3.1 it is a legal entity duly organised and validly existing under the Laws of the jurisdiction of its formation and that has the corporate power and authority to enter into and to perform its obligations under this Deed and (in relation to the Continuing Party and the Transferee only) under the [ILA][or][OSA];
- 3.2 its execution, delivery, and performance of this Deed have been authorised by all corporate action on its part, and do not and will not:
- (a) contravene any Law of any Governmental Authority having jurisdiction over the Parties;
  - (b) violate its constitutional documents; or
  - (c) conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which any of the Parties are a party or their property is bound; and
- 3.3 this Deed and, in relation to the Continuing Party and the Transferee only, the [ILA][or][OSA], is each its legal and binding obligation enforceable in accordance with its respective terms, except to the extent enforceability is modified by bankruptcy,

reorganisation and other similar Laws affecting the rights of creditors generally and by general principles of equity.

**4. Miscellaneous**

- 4.1 If any term or provision in this Deed is or becomes illegal, invalid or unenforceable in whole or in part, under any Law or any jurisdiction, then such term or provision or part shall to that extent be deemed not to form part of this Deed and the enforceability of the remaining provisions of this Deed shall not be affected or impaired in any way.
- 4.2 This Deed may be entered into in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 4.3 Confidentiality
- (a) [Clause 32 (Confidentiality) of the ILA][*or*][Clause 34 (Confidentiality) of the OSA] shall form part of this Deed and shall be treated as if set out in full herein.
- (b) The existence and terms of this Deed shall be treated as Confidential Information for the purposes of the [ILA][*or*][OSA] .

**[5. Guarantee [*Where Transferor is the Owner/Contractor under the ILA/OSA*]**

- 5.1 The terms of this Deed are conditional upon the Transferee having procured on or before the execution of this Deed the delivery to the Continuing Party of a guarantee substantially in the form set out in Schedule 6 of the ILA issued by an entity which meets credit requirements which are substantially equivalent to the HPG Credit Tests.
- 5.2 Promptly following execution of this Deed the Transferee shall provide to the Continuing Party a legal opinion in form and substance satisfactory to the Continuing Party relating to the enforceability of the guarantee referred to in Clause 5.1, the power and authority of the guarantor to enter into and perform the guarantee, and due execution by the guarantor of the guarantee.]
- [*or*]

**[5. Performance Security [*Where Transferor is the Lessee/Customer under the ILA/OSA*]**

- 5.1 The terms of this Deed are conditional upon the Transferee having procured on or before the execution of this Deed the delivery to the Continuing Party of performance security substantially equivalent to the Lessee Performance Security equal to the Lessee Performance Security Value.]

**6. Notices**

For the purposes of the [ILA][*or*][OSA], the Transferee's address for notices shall be as follows:

Address: []

Fax No.: []

For the attention of: []

**7. Governing Law**

- 7.1 This Deed, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 7.2 Any dispute arising under or in connection with this Deed, including the validity or enforceability hereof, shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and the terms of the London Court of International Arbitration (LCIA) current at the date of commencement of arbitration proceedings.



Schedule IX - Template "Noon Report"

[INSERT DATE AND TIME]

2. CARGO TANK INVENTORY DATA

	<u>LIQ LEVEL (M)</u>	<u>VOL (M3)</u>	<u>VAP TEMP</u>	<u>LIQ TEMP</u>	<u>VAP PRESS</u>
1# Tank					
2# Tank					
3# Tank					
4# Tank					
TOTAL		0.00			

3. DAILY NG CONSUMPTION ( T )

	<u>CONS ( T )</u>	<u>REMARKS</u>
NG To DFD Engine 1		
NG To DFD Engine 2		
NG To DFD Engine 3		
NG To Boiler		
NG To GCU		
TOTAL	0.00	

4. DAILY ENERGY PRODUCTION

	<u>KWh</u>	<u>REMARKS</u>
Gen 1		
Gen 2		
Gen 3		
TOTAL	0.00	

5. MDO FUEL CONSUMPTION ( T )

	<u>CONS</u>	<u>RCVD</u>	<u>ROB ( T )</u>
<b>LSMDO</b>			
Gen 1			
Gen 2			
Gen 3			
Boiler			
<b>TOTAL</b>	<b>0.00</b>		<b>0.00</b>

**6. LAST 24 H ACCUMULATED**

<b>Gross Flow Rate</b>	0.00	MMcfD
<b>Net Flow Rate</b>	0.00	MMscfD
<b>Energy Flow (daily total)</b>	0.00	GJ
<b>Mass Flow (daily total)</b>	0.00	Tonnes
<b>Volume (daily total)</b>	0.00	MMscf
<b>Average Pressure</b>	0.00	Mpa
<b>Average Temperature</b>	0.00	degC

**7. CURRENT MONTH ACCUMULATED**

<b>Gross Flow Total</b>	0.00	MMcf
<b>Energy Flow Total</b>	0.00	GJ
<b>Mass Flow Total</b>	0.00	Tonnes
<b>Volume total</b>	0.00	MMScf
<b>Average Pressure</b>	0.00	Mpa
<b>Average Temperature</b>	0.00	degC

**8. LAST MONTH ACCUMULATED**

<b>Gross Flow Total</b>		MMcf
<b>Energy Flow</b>		GJ

<b>Mass Flow</b>		Tonnes
<b>Volume Total</b>		MMScf
<b>Average Pressure</b>		Mpa
<b>Average Temperature</b>		degC

**9. SEND OUT NG LIVE**

<b>Std Flow Rate Gas</b>	0.00	mmscfd
<b>Flow Rate LNG</b>	0.00	m3/h
<b>Massflow Rate</b>	0.00	Tonnes/h
<b>Energy Flow Rate</b>	0.00	GJ/h
<b>Send Out Temperature</b>	0.00	Deg C
<b>Send Out Pressure</b>	0.00	MPa

**10. GC DAILY REPORT**

<b>ICV</b>	0.00	<b>MJ/Nm3</b>
<b>Propane</b>	0.00	Mole %
<b>i-Butane</b>	0.00	Mole %
<b>n-Butane</b>	0.00	Mole %
<b>i-Pentane</b>	0.00	Mole %
<b>n-Pentane</b>	0.00	Mole %
<b>Nitrogen</b>	0.00	Mole %
<b>Methane</b>	0.00	Mole %
<b>Ethane</b>	0.00	Mole %
<b>Hexane</b>	0.00	Mole %
<b>Co2</b>	0.00	Mole %
<b>Density</b>	xxxx	

11. FRESH WATER (MT)

	<u>PROD</u>	<u>CONS</u>	<u>ROB</u>	<u>REMARKS</u>
FW(Port) Tank				
FW(STBD) Tank				

EXECUTION VERSION

Dated 24 September 2015

**SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**  
**(as Customer)**

**and**

**HÖEGH LNG HOLDINGS LTD**  
**(as Contractor)**

---

**AMENDMENT NO. 1 to the**  
**FSRU OPERATION AND SERVICES AGREEMENT**

**Dated 1<sup>st</sup> November 2014**

**in respect of an LNG floating storage and regasification vessel**  
**under construction at the Builder's yard with Builder's hull No. 2551**

---

THIS AMENDMENT NO. 1 (this "**Amendment**") to the FSRU Operation and Services Agreement dated 1 November 2014 (the "**Agreement**") is made on this 24th day of September by and between:

- (1) **SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P.**, a company organised and existing under the laws of Colombia having its registered office at Cra. 2 No. 11-41 Edificio Torre Empresarial Grupo Area, Oficina 1106, Cartagena, Colombia (hereinafter referred to as "**Customer**"); and
- (2) **HÖEGH LNG HOLDINGS LTD**, a company incorporated and existing under the laws of Bermuda having its registered office at Canon's Court 22 Victoria Street, Hamilton HM12, Bermuda (hereinafter referred to as "**Contractor**"); and

#### **RECITALS**

#### **WHEREAS:-**

- (A) The Parties entered into the FSRU Operation and Services Agreement on 1<sup>st</sup> November 2014.
- (B) The Parties have agreed to make certain amendments to the Agreement as set forth below in accordance with Clause 37 of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby confirmed, the **PARTIES HAVE AGREED AS FOLLOWS:**

#### 1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Amendment, including the preamble hereto, unless otherwise defined herein, a term or expression defined in the International Leasing Agreement shall have the same meaning when used herein.
- 1.2 The Parties agree that the rules regarding headings and interpretation set forth in Clause 1.2 – *Headings and Interpretation* of the Agreement shall apply to this Amendment as if set forth herein.

#### 2. **AMENDMENTS TO THE AGREEMENT**

By execution of this Amendment, the Parties hereby agree to amend the terms of the Agreement as follows:

- 2.1 Clause 9.7(d) is hereby deleted in its entirety and replaced with the following wording:

*"(d) Customer shall bear or (as required) compensate Contractor for all other Colombian Taxes, including those Colombian Taxes borne by the members of*

*the Höegh LNG Group in connection with the provision of FSRU Services under this Agreement, provided that Customer's overall tax liability under Clause 9.7(a) above shall under no circumstance exceed the amounts withheld and grossed up in accordance with Clause 9.7(a) above."*

2.2 Clause 31.1 is hereby amended by replacing the contact information for notices to Customer with the following:

"Notice to Customer:

José Luis Montes Gómez  
SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P  
Cra. 2 No. 11-41  
Edificio Torre Empresarial Grupo Area Oficina 1106  
Cartegena  
Colombia  
Tel: +57 5 371 3217  
Email: Jose.Montes@speclng.com"

#### **MISCELLANEOUS**

- 3.1 As from the date of execution by both parties hereto of this Amendment, the terms of the Agreement shall be deemed to have been amended in accordance with this Amendment. In case of inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall take precedence.
- 3.2 Except as provided in Clauses 2 and 3.1 above, the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect in accordance with the terms thereof. Whenever the Agreement is referred to in the Agreement or any other instrument or document executed in connection therewith, it shall be deemed to mean the Agreement as hereby amended.
- 3.3 The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party to the Agreement, or constitute a waiver of any provision of the Agreement, or give rise to or be deemed to give rise to a course of dealing or course of conduct.
- 3.4 Without limiting the foregoing, the terms of Clause 30 – *Construction*, Clause 32 – *Governing Law and Dispute Resolution*, Clause 34 – *Confidentiality*, Clause 38 – *Counterparts* and Clause 39 – *Rights of Third Parties*; of the Agreement shall apply *mutatis mutandi* to this Amendment as if reproduced herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed on the date first above written.

**CUSTOMER**

By: /s/ Jose Luis Montes Gomez \_\_\_\_\_

Name: Jose Luis Montes Gomez \_\_\_\_\_

Title: CEO \_\_\_\_\_

**Signed for and on behalf of SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P**

**CONTRACTOR**

Signed by: /s/ Kristoffer Evju \_\_\_\_\_

Name: Kristoffer Evju \_\_\_\_\_

Title: Attorney in Fact \_\_\_\_\_

**For and on behalf of HÖEGH LNG HOLDINGS LTD**

# DEED OF NOVATION

in respect of the FSRU Operation and Services Agreement  
for the LNG floating storage and regasification vessel "Höegh Grace" (IMO no. 9674907) (the "Vessel")

**HÖEGH LNG HOLDINGS LTD.**

**(AS TRANSFEROR)**

**AND**

**SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P. (AS CONTINUING PARTY)**

**AND**

**HÖEGH LNG COLOMBIA S.A.S.**

**(AS TRANSFEREE)**

---

This deed of novation (the "**Deed**") is entered into as a deed on the 18th day of October, 2016 **BY AND BETWEEN**:

1. **HÖEGH LNG HOLDINGS LTD.**, a company organised and existing under the laws of Bermuda, having its registered office at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda (the "**Transferor**"); and
2. **SOCIEDAD PORTUARIA EL CAYAO S.A. E.S.P.**, a company organised and existing under the laws of Colombia, having its registered office at Cra. 2 No. 11-41 Edificio Torre Empresarial Grupo Area, Oficina 1106, Cartagena, Colombia (the "**Continuing Party**"); and
3. **HÖEGH LNG COLOMBIA S.A.S.**, a company organised and existing under the laws of Colombia, having its registered address at Av Calle 82 # 10 - 62 Piso 5, Bogotá D.C., Colombia, (the "**Transferee**").

(individually, a "**Party**", and collectively, the "**Parties**").

**WHEREAS:**

- (A) Höegh LNG FSRU IV Ltd. (as Owner) and the Continuing Party (as Lessee) are parties to an international leasing agreement dated 1 November 2014 as amended pursuant to Amendment No. 1 dated 24 September 2015 (the "**ILA**") for the lease of an LNG floating storage and regasification vessel (the "**Vessel**"), pursuant to which the Owner has agreed to let the Vessel to the Continuing Party.
- (B) The Transferor and the Continuing Party are parties to an operation and services agreement dated 1 November 2014 as amended pursuant to Amendment No. 1 dated 24 September 2015 (the "**OSA**"), pursuant to which the Transferor has agreed to perform operation and maintenance services in relation to the Vessel.
- (C) The Transferor wishes to be released from all its obligations and liabilities and to transfer all its rights under the OSA to the Transferee, and the Continuing Party agrees to such release. The Transferee wishes to assume such obligations and liabilities.
- (D) The Parties have agreed to the novation of the OSA and to the substitution of the Transferee as a party to the OSA in the place of the Transferor, on the terms and subject to the conditions contained in this Deed.

In consideration of the mutual undertakings given by the Parties' and set forth herein, **IT IS HEREBY AGREED:**

**1. Definitions**

Capitalised terms used in this Deed shall have the same meaning ascribed to them in the OSA.

**2. Novation**

With effect from the date of this Deed (such date to be the "**Novation Date**"):

- 2.1 the Continuing Party hereby releases and discharges the Transferor (including, without limitation, in respect of any breach of the OSA by the Transferor antecedent to the Novation Date) from all of the Transferor's obligations and liabilities under or in connection with the OSA, and from all claims and demands whatsoever arising under the OSA on or after the Novation Date, and the Transferor hereby ceases to be a party to the OSA;
- 2.2 the Transferor hereby assigns all of its rights under or in connection with the OSA to the Transferee (including, without limitation, in respect of any breach of the OSA by the Continuing Party antecedent to the Novation Date), and releases and discharges the Continuing Party from all of its obligations and liabilities to the Transferor under or in connection with the OSA;
- 2.3 the Transferee hereby agrees to assume and perform all of the obligations and liabilities from which the Transferor is released and discharged pursuant to Clause 2.1 of this Deed (including, without limitation, in respect of any breach of the OSA by the Transferor antecedent to the Novation Date) and to be bound by its terms in all respects as if the Transferee had been named as a party thereto in place of the Transferor; and
- 2.4 the Continuing Party hereby agrees with the Transferee to perform and assume the Continuing Party's obligations and liabilities under and in connection with the OSA and to be bound by its terms in every way as if the Transferee had been named as a party thereto in place of the Transferor (including, without limitation, in respect of any breach of the OSA by the Continuing Party prior to the Novation Date).

**3. Representations and warranties**

Each of the Parties represents and warrants to each other that:

- 3.1 it is a legal entity duly organised and validly existing under the Laws of the jurisdiction of its formation and it has the corporate power and authority to enter into and to perform its obligations under this Deed and (in relation to the Continuing Party and the Transferee only) under the OSA;
- 3.2 its execution, delivery, and performance of this Deed have been authorised by all corporate action on its part, and do not and will not:
- (a) contravene any Law of any Governmental Authority having jurisdiction over the Parties;
  - (b) violate its constitutional documents; or
  - (c) conflict with or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which any of the Parties are a party or their property is bound; and
- 3.3 this Deed and, in relation to the Continuing Party and the Transferee only, the OSA, is each its legal and binding obligation enforceable in accordance with its respective terms, except to the extent enforceability is modified by bankruptcy, reorganisation and

other similar Laws affecting the rights of creditors generally and by general principles of equity.

**4. Miscellaneous**

4.1 If any term or provision in this Deed is or becomes illegal, invalid or unenforceable in whole or in part, under any Law or any jurisdiction, then such term or provision or part shall to that extent be deemed not to form part of this Deed and the enforceability of the remaining provisions of this Deed shall not be affected or impaired in any way.

4.2 This Deed may be entered into in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

4.3 Confidentiality

(a) Clause 34 (Confidentiality) of the OSA shall form part of this Deed and shall be treated as if set out in full herein.

(b) The existence and terms of this Deed shall be treated as Confidential Information for the purposes of the OSA.

**5. Guarantee**

5.1 The terms of this Deed are conditional upon the Transferee having procured on or before the execution of this Deed the delivery to the Continuing Party of a guarantee substantially in the form set out in Schedule 6 of the ILA issued by an entity which meets credit requirements which are substantially equivalent to the HPG Credit Tests.

5.2 Promptly following execution of this Deed the Transferee shall provide to the Continuing Party a legal opinion in form and substance satisfactory to the Continuing Party relating to the enforceability of the guarantee referred to in Clause 5.1, the power and authority of the guarantor to enter into and perform the guarantee, and due execution by the guarantor of the guarantee.

**6. Notices**

For the purposes of the OSA, the Transferee's address for notices shall be as follows:

Address: Av Calle 82 # 10 - 62 Piso 5, Bogotá D.C., Colombia

For the attention of: Eduardo Polo R., General Manager Höegh LNG Colombia S.A.S.

Email: hoegh.colombia@hoeghlng.com

**7. Governing Law**

7.1 This Deed, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

7.2 Any dispute arising under or in connection with this Deed, including the validity or enforceability hereof, shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and the terms of the London Court of International Arbitration (LCIA) current at the date of commencement of arbitration proceedings.

**IN WITNESS** whereof this Deed has been executed and delivered as a deed on the date first above written.

Signed as a deed by ..... ) /s/ Jose Luis Montes Gomez  
for and on behalf of: Sociedad Portuaria El ) Jose Luis Montes Gomez  
Cayao S.A. E.S.P. ) Chief Executive Officer

in the presence of a witness: ) /s/ Laura Tarchópolos Arango

Name of witness: Laura Tarchópolos Arango

Address of witness: Cra 2 #11-41 oficina 1106

Cartagena, Colombia

Signed as a deed by ..... ) /s/ Eduardo Polo Ruess

for and on behalf of: Höegh LNG Colombia ) Eduardo Polo Ruess

S.A.S. ) Legal Representative

in the presence of a witness: ) /s/ Ørjan Homme

Name of witness: Ørjan Homme

Address of witness: Drammensvn. 134

0277 Oslo, Norway

Signed as a deed by ..... ) /s/ Cathinka Kahrs Rognsvag

for and on behalf of: Höegh LNG Holdings ) Cathinka Kahrs Rognsvag

Ltd. ) Attorney-in-fact

in the presence of a witness: ) /s/ Ørjan Homme

Name of witness: Ørjan Homme

Address of witness: Drammensvn. 134

0277 Oslo, Norway

Dated 7 December 2016

**Between**

**SRV JOINT GAS LTD.  
as Borrower**

**and**

**DNB BANK ASA  
(formerly known as DnB NOR BANK ASA)  
as Security Trustee and as Agent for the Finance Parties**

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**AMENDMENT AGREEMENT RELATING TO A USD300,000,000  
TERM FACILITY AGREEMENT DATED 20 DECEMBER 2007  
(AS AMENDED ON 25 MARCH 2010, 26 AUGUST 2010, 25 JULY 2014 AND 24 FEBRUARY 2015)**

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**Ince & Co LLP  
2 Lemn Street  
London, E1W 8QN  
Tel: +44 7481 0010  
Fax: +44 7481 4968  
(Ref: BR/6023)**

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**THIS AGREEMENT** is dated 7 December 2016 and made between:

- (1) **SRV JOINT GAS LTD.** as borrower (the "**Borrower**");
- (2) **DNB BANK ASA** (formerly known as DnB NOR Bank ASA) as security trustee (the "**Security Trustee**"); and
- (3) **DNB BANK ASA** (formerly known as DnB NOR Bank ASA) as agent for the Finance Parties (the "**Agent**").

**IT IS AGREED** as follows:

## 1 **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

In this Agreement:

**"Amended Facility Agreement"** means the Original Facility Agreement, as amended by this Agreement.

**"Charter"** means the time charterparty of the Ship dated 20 March 2007, originally entered into between the Borrower and the Original Charterer, as novated by a novation agreement dated 25 March 2010 entered into between the Borrower, the Original Charterer and the Charterer and as amended by the First Charter Amendment, the Second Charter Amendment, an amendment dated 23 April 2014 and to be further amended by the Fourth Charter Amendment;

**"Effective Date"** means the date on which the Agent confirms to the Borrower that it has received each of the documents listed in Schedule 1 (*Conditions Precedent*) in a form and substance satisfactory to the Agent.

**"Fourth Charter Amendment"** means the agreement for amendments to the Charter in relation to the Ship being operated as an FSRU under the Turkish Sub-Charter, to be entered into between the Borrower and the Charterer in agreed form;

**"Original Facility Agreement"** means the Facility Agreement dated 20 December 2007 as amended on 25 March 2010, 26 August 2010, 25 July 2014 and 24 February 2015 between the Borrower, the Agent and the other Finance Parties;

**"Repositioning"** means the repositioning of the Ship to a location near Cakmakli, Aliaga, Izmir, Turkey;

**"Turkish Sub-Charter"** means the sub-time charterparty to be entered into between the Turkish Sub-Charterer and the Charterer in relation to the Ship; and

**"Turkish Sub-Charterer"** means: (i) a joint venture company between Kalyon Insaat Sanayi Ve Ticaret A.S. and Kolin Insaat, Turzim, Sanayi Ve Ticaret A.S., or (ii) a nominee of Kalyon Insaat Sanayi Ve Ticaret A.S. or Kolin Insaat, Turzim, Sanayi Ve Ticaret A.S.

1.2 **Incorporation of defined terms**

- (a) Unless a contrary indication appears, a term used in the Original Facility Agreement has the same meaning in this Agreement.
- (b) The principles of construction set out in the Original Facility Agreement shall have effect as if set out in this Agreement.

1.3 **Clauses**

- (a) In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a Clause or a Schedule of this Agreement.
- (b) Clause and Schedule headings are for ease of reference only.

1.4 **Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

1.5 **Designation**

In accordance with the Original Facility Agreement, the Agent and the Borrower designate this Agreement as a Finance Document.

2 **CONSENTS**

With effect from the Effective Date, the Agent (acting with the consent and authorisation of the Majority Lenders) gives its consent to:

- (a) the Fourth Charter Amendment (as required under Clause 23.12 of the Original Facility Agreement and Clause 4.2 of the Charter Assignment); and
- (b) subject to receipt by the Agent of the evidence listed in Schedule 2 (*Conditions Subsequent*), in form and substance satisfactory to the Agent, the operation of the Ship as a floating storage and regasification unit ("FSRU") under the Turkish Sub-Charter at the location described in the Repositioning.

3 **AMENDMENTS**

With effect from the Effective Date,

3.1.1 Clause 1.1 of the Original Facility Agreement shall be amended as follows:

- (a) by replacing the definition of Charter in the Original Facility Agreement with the definition of such term in Clause 1.1 of this Agreement; and
- (b) by the addition of the definitions of "Fourth Charter Amendment", "Turkish Sub-Charter" and "Turkish Sub-Charterer" as set out in Clause 1.1 of this Agreement.

3.1.2 Each of the other Finance Documents shall be amended so that any reference therein to "the Facility Agreement" shall be construed as a reference to the Amended Facility Agreement.

4 **CONTINUITY AND FURTHER ASSURANCE**

4.1 **Continuing obligations**

The provisions of the Original Facility Agreement and the other Finance Documents shall, save as amended by this Agreement, continue in full force and effect.

4.2 **Further assurance**

The Borrower shall, at the request of the Agent and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

5 **FEES, COSTS AND EXPENSES**

5.1 **Transaction expenses**

The Borrower shall promptly on demand pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred in connection with the registration, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement.

5.2 **Enforcement Costs**

The Borrower shall, within three Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement, or the preservation, of any rights under this Agreement.

6 **MISCELLANEOUS**

6.1 **Incorporation of terms**

The provisions of Clause 32 (*Notices*), Clause 34 (*Partial Invalidity*), Clause 35 (*Remedies, Waivers and Conflicts*) and Clause 39 (*Enforcement*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in these clauses to "this Agreement" are references to this Agreement.

6.2 **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

7 **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

## SCHEDULE 1

### CONDITIONS PRECEDENT

#### 1. Borrower

- (a) A Certified Copy of the constitutional and incorporation documents of the Borrower.
- (b) A Certified Copy of a resolution of the board of directors of the Borrower:
  - (i) approving the terms of, and the transactions contemplated by this Agreement and the Fourth Charter Amendment resolving that it execute this Agreement and the Fourth Charter Amendment;
  - (ii) authorising a specified person or persons to execute this Agreement and the Fourth Charter Amendment; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement and the Fourth Charter Amendment.
- (c) the original of any power of attorney under which this Agreement and the Fourth Charter Amendment is executed on behalf of the Borrower.

#### 2. Charterer

- (a) A copy of the current consolidated articles of association of the Charterer (as available from the Luxembourg companies registry);
- (b) A copy (provided on a confidential basis to Luxembourg counsel Bonn & Schmitt) of the minutes of the board of directors of the Charterer approving the execution of the Fourth Charter Amendment by a director, authorised signatory or attorney (or any other applicable signing authorities) of the Charterer as required in order to issue the legal opinion set out in 6 (c) below.

#### 3. Finance Documents

A duly executed original of this Agreement

#### 4. Underlying Documents

A certified copy of the Fourth Charter Amendment.

#### 5. Turkish Sub-Charter Acknowledgements

A confirmation from the Charterer in the Fourth Charter Amendment that, in the Turkish Sub-Charter, the Turkish Sub-Charterer has acknowledged:

- (a) the Mortgage registered over the Ship at the Norwegian International Ship Registry; and
- (b) the undertakings set out in Clause 1.6 (*Assignment, Transfer, Sub-chartering*) of the Consent and Agreement.

**6. Legal opinions**

- (c) An English legal opinion from Ince & Co LLP, addressed to the Arranger, the Agent and the Original Lenders.
- (d) A Cayman Islands legal opinion from Maples & Calder, addressed to the Arranger, the Agent and the Original Lenders.
- (e) A Luxembourg legal opinion from Bonn & Schmitt addressed to the Arranger, the Agent and the Original Lenders.
- (f) Such other legal opinions as the Agent may reasonably require in relation to any other Finance Document and/or the jurisdiction in which the Ship will be located upon the Repositioning in relation to the Turkish Sub-Charter.

**7. Other documents and evidence**

A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by this Agreement or for the validity and enforceability of this Agreement.

## SCHEDULE 2

### CONDITIONS SUBSEQUENT

1. Prior to the Repositioning:

- (g) evidence that the registration of the Ship and the Mortgage at the Norwegian International Ship Registry will not be affected by the Repositioning, by providing an up-to-date copy of the Certificate of Ownership and Encumbrance for the Ship;
- (h) confirmation that no additional insurances are required for the Ship in relation to the Repositioning including, as applicable, endorsements or confirmation from the insurers in relation to existing cover notes or policies and the P&I Certificate of Entry; and
- (i) if required by the Agent, a favourable opinion from an independent insurance consultant appointed by the Agent on such matters relating to the insurances for the Ship as the Agent may require.
- (j) evidence that the Ship maintains the highest class with the Classification Society free of all recommendations and conditions; and
- (k) evidence that the Manager and/or Operator and the Ship are in compliance with the ISM Code and the ISPS Code, by providing up-to-date copies of:
  - (i) the document of compliance (“**DOC**”) for the Manager and/or Operator;
  - (ii) the safety management certificate (“**SMC**”) for the Ship; and
  - (iii) the international ship security certificate (“**ISSC**”) for the Ship.

**SIGNATURES**

**THE BORROWER**

**SRV JOINT GAS LTD.**

By: /s/ Birgitte Hjertum  
Address: c/o Höegh LNG AS  
Drammensveien 134  
PO Box 4, Skoyen  
N-0212 Oslo, Norway  
Fax: +47 21 03 90 13

**THE AGENT (FOR THE FINANCE PARTIES)**

**DNB BANK ASA**

By: /s/ Jan Ole Huseby /s/ Lars Kalbakken  
Jan Ole Huseby Lars Kalbakken  
Address: Dronning Eufemias gate 30,  
M15, 0191 Oslo, Norway  
Fax: +47 22 48 28 94

**THE SECURITY TRUSTEE**

**DNB BANK ASA**

By: /s/ Lars Kalbakken /s/ Jan Ole Huseby  
Lars Kalbakken Jan Ole Huseby  
Address: Dronning Eufemias gate 30,  
M15, 0191 Oslo, Norway  
Fax: +47 22 48 28 94

## AMENDMENT LETTER

To: Nordea Bank Norge ASA  
Essensdrop gate 7  
N-0107 Oslo  
Norway

as Agent on behalf of the Finance Parties as defined in the Facilities Agreement (as defined below)

Attention: Nina Storm Glomstein

Date: 23 December 2016

Dear Sirs

**USD 412,000,000 Facilities Agreement originally dated 11 April 2014 as amended and restated on 1 April 2015 and on 17 March 2016 and made between, inter alios, (i) Hoegh LNG Cyprus Limited and Høegh LNG FSRU IV Ltd. as Borrowers, (ii) Høegh LNG Ltd., Høegh LNG Holdings Ltd., Høegh LNG FSRU III Ltd., Høegh LNG Partners LP, and Høegh LNG Colombia Holding Ltd as Corporate Guarantors, (iii) Nordea Bank Norge ASA as agent, security trustee and account bank (the "Facilities Agreement")**

1 Words and expressions defined in the Facilities Agreement shall have the same meaning where used in this letter.

**Amendments to Facilities Agreement**

2 We refer to the intended (i) increase in the share capital of HLNG Colombia HoldCo and (ii) subsequent transfer of part of the shares in HLNG Colombia HoldCo from the Original Shareholder first to Høegh MLP and immediately thereafter to OPCO, which constitutes under the terms of the Facilities Agreement a dropdown of HLNG Colombia HoldCo, FSRU IV and HCOL into the Høegh MLP Group. It is intended that the remaining shares in HLNG Colombia HoldCo will remain in the ownership of the Original Shareholder for the time being.

3 The Facilities Agreement contemplates that a dropdown in relation to Vessel 2 will take place through a transfer of the entire share capital of FSRU IV's sole shareholder, HLNG Colombia HoldCo, to Høegh MLP or to OPCO.

4 The Finance Parties have consented to the revised dropdown procedure subject to appropriate changes to the Facilities Agreement being made.

5 We therefore request the following amendments be made to the Facilities Agreement:

i. The definition of "*Corporate Guarantor Shares Security Deed*" be deleted in its entirety and replaced with the following:

QUOTE

*"Corporate Guarantor Shares Security Deed" means each of the deeds executed or to be executed:*

---

(a) in respect of FSRU III, OPCO;

(b) in respect of HLNG Colombia HoldCo:

(i) the Original Shareholder; or

(ii) following the second Höegh MLP Effective Date, the Original Shareholder and Höegh MLP or OPCO; or

(iii) following the final Höegh MLP Effective Date, Höegh MLP or OPCO;

UNQUOTE

ii. The definition of “**Dropdown Borrower**” be deleted in its entirety and be replaced with the following:

QUOTE

“**Dropdown Borrower**” means:

(a) FSRU IV; or

(b) HLNG Cyprus;

UNQUOTE

iii. The definition of “**Höegh MLP Effective Date**” be deleted in its entirety and be replaced with the following:

QUOTE

“**Höegh MLP Effective Date**” means each date on which:

(a) the share capital of FSRU III and/or a Quotaholder; and/or

(b) any part of the share capital of HLNG Colombia HoldCo; and/or

(c) the remainder of the share capital of HLNG Colombia HoldCo,

is transferred to Höegh MLP or OPCO or another wholly owned subsidiary of Höegh MLP (and in relation to which the Parent Company shall have provided not less than 20 days written notice to the Agent), which shall occur prior to three (3) months before the Maturity Date of the relevant Dropdown Borrower’s Loan;

UNQUOTE

iv. The definition of “**Shareholder**” to be deleted in its entirety and be replaced with the following:

QUOTE

“**Shareholder**” means:

(a) in respect of HLNG Cyprus, FSRU III;

(b) in respect of FSRU IV and HCOL, HLNG Colombia HoldCo;

(c) in respect of FSRU III, OPCO;

---

(d) in respect of the Quotaholders, the Original Shareholder;

(e) in respect of HLNG Colombia HoldCo:

(i) before the second Höegh MLP Effective Date, the Original Shareholder; and

(ii) following the second Höegh MLP Effective Date, the Original Shareholder and Höegh MLP or OPCO; or

(iii) following the final Höegh MLP Effective Date, Höegh MLP or OPCO;

UNQUOTE

v. Clause 8.4.1 be deleted in its entirety and replaced with the following:

QUOTE

8.4.1 (a) HLNG Cyprus (directly or indirectly) ceases to be a wholly owned subsidiary of Höegh MLP; and/or

(b) FSRU IV (directly or indirectly) ceases to be:

(i) a wholly owned subsidiary of the Original Shareholder, or

(ii) following the second Höegh MLP Effective Date, a subsidiary owned in part by the Original Shareholder and in part by Höegh MLP; or

(iii) following the final Höegh MLP Effective Date, a wholly owned subsidiary of Höegh MLP;

UNQUOTE

vi. Clause 18.1.2 be deleted in its entirety and replaced with the following:

QUOTE

18.1.2 During the period:

(a) commencing on the first Höegh MLP Effective Date and ending on the second Höegh MLP Effective Date, the guarantee, undertaking and indemnity of the Additional Corporate Guarantor under Clause 18.1.1 above, shall be limited by reference to the obligations of HLNG Cyprus under the Finance Documents in relation to the financing and the chartering of Vessel 1; and

(b) commencing on the second Höegh MLP Effective Date and ending on the final Höegh MLP Effective Date, the guarantee, undertaking and indemnity of the Additional Corporate Guarantor under Clause 18.1.1 above, shall be limited by reference to (i) the obligations of FSRU III under the Finance Documents in relation to the financing and the chartering of Vessel 1; and (ii) the obligations of FSRU IV under the Finance Documents in relation to the financing and chartering of Vessel 2 in proportion to the Additional Corporate Guarantor's pro rata share of the share capital of HLNG Colombia HoldCo.

UNQUOTE

vii. Clause 27.14 be deleted in its entirety and replaced with the following:

QUOTE

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27.14 **Dividends and share redemption**

27.14.1 *The Parent Company and any Borrower owned (in whole or in part, directly or indirectly as permitted by the terms of this Agreement) by the Parent Company may:*

- (c) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution and whether in cash or in kind) to its shareholders on or in respect of its share capital (or any class of its share capital) in relevant proportions;*
- (d) repay or distribute any dividend or share premium reserve;*
- (e) service loans from shareholders;*
- (f) pay any management, advisory or other fee to or to the order of any of its respective shareholders; or*
- (g) redeem, repurchase, defease, retire, cancel or repay any of its share capital or resolve to do so*

*provided that no Default has occurred and is continuing and after giving effect to any payments made with respect to (a) – (e) above, the Parent Company and any Borrower owned (in whole or in part as permitted by the terms of this Agreement) by the Parent Company would remain in compliance with the financial covenants set out in Clause 22.2.1 and 22.2.2 and Clause 26.1 provided that in respect of FSRU IV such test shall only apply in relation to the portion of such dividend or distribution payable to the Parent Company.*

27.14.2 *Höegh MLP and any Borrower owned (in whole or in part, directly or indirectly as permitted by the terms of this Agreement) by Höegh MLP, following the first Höegh MLP Effective Date may:*

- (a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution and whether in cash or in kind) to its shareholders on or in respect of its share capital (or any class of its share capital) in relevant proportions;*
- (b) repay or distribute any dividend or share premium reserve;*
- (c) service loans from shareholders;*
- (d) pay any management, advisory or other fee to or to the order of any of its respective shareholders; or*
- (e) redeem, repurchase, defease, retire, cancel or repay any of its share capital or resolve to do so*

*provided that no Default has occurred and is continuing and after giving effect to any payments made with respect to (a) – (e) above, Höegh MLP and any Borrower owned (in whole or in part, directly or indirectly as permitted by the terms of this Agreement) by Höegh MLP would remain in compliance with the financial covenants set out in Clause 22.2.2 and 22.2.3 and Clause 26.1 provided that in respect of FSRU IV such test shall only apply in relation to the portion of such dividend or distribution payable to Höegh MLP.*

UNQUOTE

viii. Paragraph (b) of Clause 27.19 be deleted in its entirety and replaced with the following:

QUOTE

---

(b) Following the first Höegh MLP Effective Date and up to but excluding the second Höegh MLP Effective Date:

- a. Höegh MLP shall directly or indirectly maintain an ownership of 100 per cent in HLNG Cyprus;
- b. the Parent Company shall directly or indirectly maintain an ownership of 100 per cent in FSRU IV;

(c) Following the second Höegh MLP Effective Date and up to but excluding the final Höegh MLP Effective Date:

- a. Höegh MLP shall directly or indirectly maintain an ownership of 100 per cent in HLNG Cyprus;
- b. The Parent Company and Höegh MLP shall each directly or indirectly maintain an ownership level in FSRU IV as notified to the Agent prior to the second Höegh MLP Effective Date (if only a partial share transfer has been made thereon), provided that the Parent Company and Höegh MLP may adjust their respective indirect ownership levels in FSRU IV further provided (i) they have given prior written notice of the details of the intended changes to the Agent, (ii) any transfer of shares is in respect of HLNG Colombia HoldCo to OPCO and (iii) an appropriate amendment of the relevant Corporate Guarantor Shares Security Deed (in a form and substance satisfactory to the Agent) is made; and

(d) Following the final Höegh MLP Effective Date:

- a. Höegh MLP shall directly or indirectly maintain an ownership of no less than 100 per cent of each Borrower.

UNQUOTE

ix. Paragraph 3 of Part VII of Schedule 2 be deleted in its entirety and replaced with the following:

QUOTE

3. Evidence acceptable to the Agent that the legal and beneficial ownership of the relevant Borrower has been transferred from the Parent Company to Höegh MLP or OPCO (in whole or in part as notified to the Agent in advance of the relevant Höegh MLP Effective Date) and, where only a partial transfer has taken place, that the remainder of the legal and beneficial ownership of the relevant Borrower remains with the Original Shareholder, including (if requested) copies of any purchase agreements or other documents evidencing such transaction.

UNQUOTE

x. A new paragraph 6 be inserted in Part VII of Schedule 2 and the subsequent paragraphs re-numbered accordingly:

QUOTE

6. Each Shareholder of HLNG Colombia HoldCo shall have executed a Corporate Guarantor Shares Security Deed in respect of the shares owned by it in HLNG Colombia HoldCo on such Höegh MLP Effective Date.

UNQUOTE

---

**New Corporate Guarantor Shares Security Deed**

- 6 As referred to in 2 above, immediately after having received by way of share transfer shares in HLNG Colombia HoldCo, Höegh MLP intends to on-transfer all such shares to OPCO.
- 7 In light of the back to back transfer of the shares, we propose that the current Corporate Guarantor Shares Security Deed in respect of the shares in HLNG Colombia HoldCo will be amended after the occurrence of the second Höegh MLP Effective Date and an additional Corporate Guarantor Shares Security Deed in respect of the shares transferred on that date be entered into by OPCO in favour of the Security Trustee on or about the second Höegh MLP Effective Date but in any event no more than five days after that Höegh MLP Effective Date, and without the need for a separate Corporate Guarantor Shares Security Deed being entered into by Höegh MLP for the short interim period (if any) during which it owns the shares in HLNG Colombia HoldCo.

**Consent**

- 8 We should be grateful if you could please counter-sign this Letter where indicated below to confirm your agreement (i) to the amendments to the Facilities Agreement set out at paragraph 5 above and (ii) the proposed arrangements regarding the new Corporate Guarantor Shares Security Deed in respect of the transferred shares in HLNG Colombia HoldCo set out at paragraph 7 above.
- 9 The provisions of the Facilities Agreement and the Finance Documents shall, save as amended by this Letter, continue in full force and effect and the Security constituted by the Security Documents shall secure the Secured Obligations (as defined in the Trust Deed) on the terms as amended by this Letter.
- 10 This Letter is designated as a Finance Document under the Facilities Agreement by the Agent and the Borrowers.
- 11 This Letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 12 Please confirm your agreement to the terms of this Letter by signing where indicated below and returning a copy of this Letter to the Borrowers.

Yours faithfully,

/s/ Ida Marie Oedegaard

Ida Marie Oedegaard  
Attorney-in-fact

For and on behalf of  
**HOEGH LNG CYPRUS LIMITED**  
as Borrower

---

/s/ Ida Marie Oedegaard

Ida Marie Oedegaard  
Attorney-in-fact

For and on behalf of  
**HÖEGH LNG FSRU IV LTD**  
as Borrower

/s/ Birgitte Hjertum

For and on behalf of  
**HÖEGH LNG HOLDINGS LTD**  
as a Corporate Guarantor  
as Borrower

/s/ Birgitte Hjertum

For and on behalf of  
**HÖEGH LNG LTD**  
as a Corporate Guarantor  
as Borrower

/s/ Ida Marie Oedegaard

Ida Marie Oedegaard  
Attorney-in-fact

For and on behalf of  
**HÖEGH LNG FSRU III LTD**  
as a Corporate Guarantor

/s/ Richard Tyrrell

For and on behalf of  
**HÖEGH LNG PARTNERS LP**  
as a Corporate Guarantor

/s/ Ida Marie Oedegaard

Ida Marie Oedegaard  
Attorney-in-fact

For and on behalf of  
**HÖEGH LNG COLOMBIA HOLDING LTD**  
as a Corporate Guarantor

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We agreed to the terms of this Letter this 23rd day of December 2016:

/s/ Lida Logotheti  
**NORDEA BANK NORGE ASA**  
(as Agent for the Finance Parties)

Lida Logotheti  
Attorney-in-fact

/s/ Lida Logotheti  
**EKSPORTKREDITT NORGE AS**  
(as ECA Lender)

Lida Logotheti  
Attorney-in-fact

/s/ J.A.L.M. Gorgels  
J.A.L.M. Gorgels  
**ABN AMRO BANK N.V., Oslo Branch**  
(as Bank Guarantor and Commercial Lender)

/s/ Bjørn P. Flaate  
Bjørn P. Flaate

/s/ ILLEGIBLE SIGNATURE  
**CITIBANK NA, London Branch**  
(as Bank Guarantor and Commercial Lender)

/s/ Lida Logotheti  
**CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**  
(as Bank Guarantor and Commercial Lender)

Lida Logotheti  
Attorney-in-fact

/s/ Lida Logotheti  
**DANSKE BANK, Norwegian Branch**  
(as Bank Guarantor and Commercial Lender)

Lida Logotheti  
Attorney-in-fact

/s/ Lida Logotheti  
**DNB BANK ASA**  
(as Bank Guarantor and Commercial Lender)

Lida Logotheti  
Attorney-in-fact

/s/ Lida Logotheti  
**NORDEA BANK NORGE ASA**  
(as Commercial Lender)

Lida Logotheti  
Attorney-in-fact

/s/ Lida Logotheti  
**NORDEA BANK FINLAND PLC**  
(as Bank Guarantor)

Lida Logotheti  
Attorney-in-fact

/s/ Lida Logotheti  
**SWEDBANK AB (publ)**  
(as Bank Guarantor and Commercial Lender)

Lida Logotheti  
Attorney-in-fact

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## Subsidiaries of Höegh LNG Partners LP

Subsidiary	Ownership Interest	Jurisdiction of Formation
Höegh LNG Partners Operating LLC	100%	Republic of the Marshall Islands
SRV Joint Gas Ltd.	50%	Cayman Islands
SRV Joint Gas Two Ltd.	50%	Cayman Islands
Höegh LNG Lampung Pte Ltd.	100%	Singapore
Höegh LNG Services Ltd.	100%	United Kingdom
PT Hoegh LNG Lampung	49%	Indonesia
Höegh LNG FSRU III Ltd.	100%	Cayman Islands
Hoegh LNG Cyprus Limited	100%	Cyprus
Hoegh LNG Cyprus Limited Egypt Branch	100%	Egypt
Höegh LNG Colombia Holding Ltd.	51%	Cayman Islands
Höegh LNG FSRU IV Ltd.	51%	Cayman Islands
Höegh LNG Colombia S.A.S.	51%	Colombia

**CERTIFICATION PURSUANT TO RULE 13A-14(B) OR RULE 15D-14(B)  
AND SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE (18 U.S.C. 1350)**

I, Richard Tyrrell, certify that:

1. I have reviewed this annual report on Form 20-F of Höegh LNG Partners LP (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: April 6, 2017

HÖEGH LNG PARTNERS LP

By: /s/ Richard Tyrrell  
Name: Richard Tyrrell  
Title: Principal Executive Officer  
and Principal Financial Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. 1350**

Pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350), as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Høegh LNG Partners LP, a Marshall Islands limited partnership (the "**Partnership**"), certifies, to such officer's knowledge, that:

The annual report on Form 20-F for the year ended December 31, 2016 of the Partnership (the "**Report**") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: April 6, 2017

HØEGH LNG PARTNERS LP

By: /s/ Richard Tyrrell  
Name: Richard Tyrrell  
Title: Principal Executive Officer  
and Principal Financial Officer

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## Schedule I- Condensed Financial Information of Registrant

(in thousands of U.S. dollars)	Year ended December 31,		April 28, to December 31,
	2016	2015	2014
<b>Total revenue</b>	\$ —	—	\$ 13,269
<b>EXPENSES</b>			
Administrative expenses	(6,903)	(6,089)	(1,718)
Equity in earnings of subsidiaries	36,730	26,118	1,086
Equity in earnings (losses) of joint ventures	16,622	17,123	(2,158)
Interest income	—	6,267	3,243
Interest expense	(5,072)	(2,140)	(467)
<b>Net income</b>	<u>41,377</u>	<u>41,279</u>	<u>13,255</u>
Share of subsidiaries unrealized losses on cash flow hedges	1,883	1,329	(2,293)
Share of subsidiaries income tax benefit	(378)	(395)	17
<b>Comprehensive income</b>	<u>\$ 42,883</u>	<u>42,213</u>	<u>\$ 10,979</u>

See accompanying notes to condensed financial statements.

## CONDENSED BALANCE SHEETS

(in thousands of U.S. dollars)	As of December 31,	
	2016	2015
<b>Current assets</b>		
Cash	\$ 11,822	\$ 13,082
Promissory note to subsidiaries	123,248	123,248
Prepaid expenses and other receivables	93	96
<b>Total current assets</b>	<u>135,163</u>	<u>136,426</u>
Cash designated for acquisition	91,768	—
Investments in subsidiaries	207,982	204,249
<b>Total long-term assets</b>	<u>299,750</u>	<u>204,249</u>
<b>Total assets</b>	<u>\$ 434,913</u>	<u>\$ 340,675</u>
<b>LIABILITIES AND PARTNER'S CAPITAL</b>		
Trade payables	755	283
Amounts due to owners and affiliates	85	560
Loans and promissory notes due to owners and affiliates	43,005	47,287
Accrued liabilities and other payables	392	240
<b>Total current liabilities</b>	<u>\$ 44,237</u>	<u>\$ 48,370</u>
Accumulated losses of joint ventures	25,886	42,507
<b>Total liabilities</b>	<u>70,123</u>	<u>90,877</u>
<b>Total partners' capital</b>	<u>364,790</u>	<u>249,798</u>
<b>Total liabilities and partners' capital</b>	<u>\$ 434,913</u>	<u>\$ 340,675</u>

See accompanying notes to condensed financial statements.

**Schedule I- Condensed Financial Information of Registrant**

Exhibit 15.1

(in thousands of U.S. dollars)	Year ended December 31,		April 28, to December 31,
	2016	2015	2014
<b>Net cash provided by operating activities</b>	\$ (3,608)	10,255	\$ 11,981
<b>INVESTING ACTIVITIES</b>			
Demand note due from owner	—	—	(140,000)
Increase in restricted cash for acquisition of <i>Höegh Grace</i> entities	(91,768)	—	—
Proceeds from investment in subsidiaries	26,616	4,600	—
<b>Net cash provided by (used in) investing activities</b>	<b>(65,152)</b>	<b>4,600</b>	<b>(140,000)</b>
<b>FINANCING ACTIVITIES</b>			
Proceeds from initial public offering, net of underwriters' discounts and expenses of offering	—	—	203,467
Cash from proceeds of initial public offering distributed to Höegh LNG	—	—	(43,467)
Proceeds from public offering, net of underwriters' discounts and expenses	111,529	—	—
Repayment of amounts due to owners and affiliates	(12,617)	—	—
Proceeds from loans and promissory notes due to owners and affiliates	8,622	—	—
Proceeds from indemnifications received from Höegh LNG	3,843	6,596	—
Cash distributions to unitholders	(43,877)	(35,524)	(4,826)
<b>Net cash provided by (used in) financing activities</b>	<b>67,500</b>	<b>(28,928)</b>	<b>155,174</b>
Increase (decrease) in cash and cash equivalents	(1,260)	(14,073)	27,155
Cash and cash equivalents, beginning of period	13,082	27,155	—
Cash and cash equivalents, end of period	\$ 11,822	13,082	\$ 27,155

*See accompanying notes to condensed financial statements.*

**1. Basis of presentation**

Höegh LNG Partners LP – Parent company is a Marshall Islands limited partnership formed on April 28, 2014.

In the parent-only financial statements, the investment in subsidiaries and investment in joint ventures are stated at cost plus equity in undistributed earnings of subsidiaries and accumulated losses in joint ventures since the date of acquisition and the closing of the initial public offering of Höegh LNG Partners LP (the “Partnership”) on August 12, 2014. The Partnership’s share of net income of its unconsolidated subsidiaries and joint ventures is included in the condensed income statement using the equity method. The Parent company’s financial statements should be read in conjunction with the Partnership’s consolidated and combined carve-out financial statements contained elsewhere in the Partnership’s Report on Form 20-F for the year ended December 31, 2016.

**2. Dividends**

Cash dividends of \$7.9 million and \$8.4 million were paid to the Parent company from its consolidated subsidiaries for the years ended December 31, 2016 and 2015, respectively. No dividend was paid for the year ended December 31, 2014.

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-211840) and the Registration Statement on Form F-3 (No. 333-213781) of Høegh LNG Partners LP of our reports dated April 6, 2017, with respect to the consolidated and combined carve-out financial statements and schedule of Høegh LNG Partners LP and the combined financial statements of SRV Joint Gas Ltd. and SRV Joint Gas Two Ltd. included in this Annual Report (Form 20-F) for the year ended December 31, 2016.

/s/ Ernst & Young AS

Oslo, Norway

April 6, 2017

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