

ENERFLEX



Vlada
Crne Gore



MEMORANDUM O RAZUMIJEVANJU

IZMEĐU

VLADE CRNE GORE

ENERFLEX ENERGY SYSTEMS

I WETHINGTON ENERGY INNOVATION

U POGLEDU

**PRUŽANJA PODRŠKE UNAPREĐENJU ENERGETSKE
INFRASTRUKTURE U CRNOJ GORI**

12. maj 2023. godine

Ovaj Memorandum o razumijevanju („MoR“) zaključen je 12. maja 2023. godine („Datum stupanja na snagu“) od strane i između sljedećih:

Vlada Crne Gore sa sjedištem u Podgorici, (u daljem tekstu „**Vlada**“), i sljedećih (u daljem tekstu zajedno: „**Strane iz SAD**“): Enerflex Energy Systems Inc, korporacija iz Delavera sa kancelarijama na adresi 10815 Telge Road, Houston, Texas 77095 (u daljem tekstu „**Enerflex**“) i Wethington Energy Innovation LLC, kompanija organizovana po zakonima države Virdžinija, Sjedinjene Američke Države, sa sedištem u gradu McLean u toj državi (u daljem tekstu „**WEI**“).

U ovom tekstu, Vlada i Strane iz SAD se nazivaju „**Strana**“ ili se zajednički nazivaju „**Strane**“.

PREAMBULA

BUDUĆI DA su Strane posvećene jačanju lokalne infrastrukture neophodne za dugoročni ekonomski prosperitet Crne Gore i jačanju energetske sigurnosti Crne Gore i diversifikaciji izvora električne energije u zemlji,

BUDUĆI DA Strane rade na produblivanju ekonomskog i strateškog partnerstva između Crne Gore i Sjedinjenih Država, uključujući tokove tehnologije, opreme i privatnih stranih investicija u Crnu Goru, i

BUDUĆI DA Strane žele da ispune čiste i održive ekološke ciljeve u energetsom sektoru,

STOGA, Strane sada navode svoje namjere na sljedeći način:

1. **Duh saradnje**: Strane će u dobroj namjeri preduzeti razgovore i radnje u cilju realizacije dva energetska infrastrukturna projekta kako slijedi: (i) izgradnja i instalacija fiksnog terminala za uvoz tečnog prirodnog gasa u Crnu Goru i njegovo dalje skladištenje, regasifikacija i transport (u daljem tekstu „**Projekat terminala**“); i (ii) izgradnja i instalacija *grinfild* termoelektrane na gas u Crnoj Gori, čije snabdijevanje gasom dolazi preko terminala navedenog pod (i) ovog Odeljka 1 (u daljem tekstu „**Projekat termoelektrane**“ ili „**TE**“).). Projekat terminala i Projekat termoelektrane se ovdje zajednički nazivaju „**Projekti**“.

1.1. Vlada pozdravlja učešće Strana iz SAD u ovoj inicijativi i njihovu dobronamjernu namjeru da uspješno postignu na obostrano korisnoj osnovi ciljeve ovog MoR.

2. **Dalji opis Projekta terminala**: Strane nalaze da bi se Projekat terminala sastojao od istovarnog pristaništa za uvoz LNG, skladišta za LNG i postrojenja za regasifikaciju koje usmjerava gas u kratak cjevovod do obližnjeg Projekta termoelektrane. Na osnovu preliminarnih informacija, Enerflex predviđa da bi pristanište za istovar bilo u stanju da primi 25.000 bbl na sat, a skladište bi imalo približni kapacitet od 250.000 bbl. Ove dimenzije će biti precizirane u daljim razgovorima između Vlade i Enerflexa. Na osnovu preliminarnih informacija i u zavisnosti od daljeg razvoja *front-end* inženjeringa, Enerflex procjenjuje da bi cijena Projekta terminala bila u rasponu od 130 do 250 miliona eura.

3. **Dalji opis Projekta termoelektrane**: Strane razmatraju instalaciju elektrane kombinovanog ciklusa na gas, kapaciteta najmanje 240 MW i maksimalno 440 MW, koja se nalazi u neposrednoj blizini LNG terminala navedenog u Odeljku 2 ovog MoR i u blizini crnogorske

elektroenergetske mreže, sa General Electric opremom za elektrane. Ukupna investicija Projekta termoelektrane procjenjuje se na između 200 miliona eura i 500 miliona eura, u zavisnosti od instalisanog kapaciteta.

4. Lokacija Terminala i Termoelektrane: Strane nalaze da bi Projekat terminala i Projekat termoelektrane biće locirani u ili blizu Luke Bar, Crna Gora. Vlada namjerava da procijeni obezbeđivanje zemljišta neophodnog za realizaciju Projekata. Pored odgovarajuće lokacije za Projekte, Strane primjećuju značaj druge prateće infrastrukture za Projekte, uključujući, ali ne ograničavajući se na pravo na puteve koji vode do Projekta, pravo na put i priključak na nacionalnu prenosnu mrežu, priključni koridor za vodu do elektrane, i adekvatan putni pristup za izgradnju i kasniji rad elektrane. Vlada nastoji da ove prateće infrastrukturne elemente učini dostupnim i da omogući odgovarajuća zakonska odobrenja u skladu sa zakonom.

5. Strane iz SAD planiraju da sprovedu prethodne studije izvodljivosti i studije izvodljivosti u vezi sa Projektima, čije rezultate bi Strane mogle koristiti da definišu sve potencijalne dalje korake u vezi sa Projektima.

6. Brza izrada Projekata

6.1 Strane namjeravaju da u dobroj namjeri preduzmu brzi razvoj i funkcionisanje Projekata, uključujući zahtjeve prema zakonima Crne Gore koji se primjenjuju na izgradnju i funkcionisanje Projekata.

6.2 Strane razmatraju raspored razvoja i izgradnje Projekata koji će omogućiti da Projekti počnu sa radom do kraja kalendarske 2025. godine.

6.3 Strane iz SAD namjeravaju da sva neophodna dokumentacija, studije i informacije budu dostavljene Vladi u skladu sa zakonskim i regulatornim zahtjevima. Studije uticaja na životnu sredinu treba dostaviti Vladi prije početka izgradnje Projekata. Strane namjeravaju da Projekti budu uspostavljeni u potpunoj saglasnosti sa važećim standardima životne sredine i u skladu sa zakonom.

6.4 Vlada namjerava u dobroj namjeri da podrži Strane iz SAD u procesu davanja svih vladinih odobrenja za Projekte u skladu sa zakonom a uvažavajući principe pune transparentnosti i usklađenosti sa nacionalnim i međunarodnim standardima.

7. Finansiranje Projekta: Strane namjeravaju da procijene da li bi se Projekti mogli smatrati „**projektima od nacionalnog interesa**“ prema zakonima Crne Gore, čime bi se omogućila ubrzana obrada odgovarajućih prijedloga od strane Strana iz SAD, ali uz neophodnu transparentnost i konačno odobrenje od strane Skupštine Crne Gore. Strane iz SAD namjeravaju da predlože strukturu finansiranja za Projekte po završetku studija izvodljivosti.

8. Povjerljive informacije: Strane priznaju važnost očuvanja povjerljivosti svih informacija koje se smatraju povjerljivim u vezi sa Projektom i svih drugih poverljivih informacija u vezi sa poslovanjem drugih Strana koje su im otkrivene i priznaju važnost neotkrivanja istih trećim licima ili javno, kao i da ne koristite takve povjerljive informacije druge Strane osim za pravilno izvršavanje ovog MoR ili ako je drugačije propisano zakonom.

9. Usklađenost: Strane namjeravaju da se pridržavaju svih zakona i propisa koji zabranjuju plaćanja ili transfere novčane vrijednosti direktno ili indirektno ili u korist (i) vladinih zvaničnika ili agenata ili predstavnika vladinih zvaničnika; (ii) bilo kojeg zaposlenog u bilo kom subjektu pod kontrolom države; ili (iii) bilo kog političkog kandidata ili političke partije.

10. Opšte odredbe: Ovaj Memorandum odražava stavove i namjere Strana da sarađuju na neekskluzivnoj osnovi, koje su izražene u dobroj namjeri ali bez stvaranja bilo kakve pravne ili finansijske obaveze. Nijedna treća strana neće dobiti bilo kakvu zakonsku korist od ovog Memoranduma.

Ništa u ovom Memorandumu neće ograničiti pravo ili spriječiti Strane da zaključe memorandum o saradnji ili aranžmane sa drugim stranama u pogledu bilo koje aktivnosti ili projekta u oblasti saradnje koja je obuhvaćena ovim memorandumom.

Svi eventualni sporovi u vezi sa tumačenjem i/ili primjenom Memoranduma rješavaju se kroz konsultacije i pregovore između Strana.

Ovaj Memorandum će stupiti na snagu datumom na koji ga potpiše posljednja od tri Strane i ostaće na snazi sve dok bilo koja od Strana ne obavijesti druge Strane u pisanom obliku o svojoj namjeri da raskine ovaj Memorandum. U takvom slučaju, ovaj Memorandum će biti raskinut 30 dana nakon prijema takvog obavještenja od strane odgovarajuće Strane.

Ovaj Memorandum može biti mijenjan i dopunjavan uz međusobnu pisanu saglasnost Strana.

POTVRĐUJUĆI OVO, Vlada Crne Gore, Enerflex energy systems i Wethington energy innovation, koje postupaju preko svojih propisano ovlašćenih predstavnika, su potpisale ovaj Memorandum u tri izvorna primjerka, na crnogorskom i engleskom jeziku.

Datirano na gore navedeni datum i potpisano od strane:

ZA VLADU CRNE GORE:

Od strane: _____
Ime i prezime: Dritan Abazović
Funkcija: Predsjednik Vlade
Datum: 12. maj 2023. godine

ZA FIRMU ENERFLEX ENERGY SYSTEMS

Od strane: _____
Ime i prezime: Phil Pyle
Funkcija: Predsjednik za istočnu hemisferu
Datum: 12. maj 2023. godine

ZA FIRMU WETHINGTON ENERGY INNOVATION

Od strane: _____
Ime i prezime: Olin L. Wethington
Funkcija: Izvršni direktor
Datum: 12. maj 2023. godine

ENERFLEX



Government
of Montenegro



MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNMENT OF MONTENEGRO

ENERFLEX ENERGY SYSTEMS

AND WETHINGTON ENERGY INNOVATION

WITH REGARD TO

**PROVIDING SUPPORT TOWARDS THE ENHANCEMENT OF
ENERGY INFRASTRUCTURE IN MONTENEGRO**

12th May 2023

This Memorandum of Understanding (“**MOU**”) is entered into on this 12th day of May, 2023 (“**Effective Date**”) by and between the following:

The Government of Montenegro having its Office in Podgorica, (hereinafter referred to as “**Government**”), and the following (collectively hereinafter referred to as “**US Parties**”): Enerflex Energy Systems Inc, a Delaware corporation with offices at 10815 Telge Road, Houston, Texas 77095 (hereinafter referred to “**Enerflex**”) and Wethington Energy Innovation LLC, a company organized under the laws of the State of Virginia, United States of America, and headquartered in McLean, Virginia (hereinafter referred to “**WEI**”).

Herein, the Government and the US Parties are each referred to as “**Party**” or collectively referred to as “**Parties**”.

RECITALS

WHEREAS the Parties are committed to strengthening the domestic infrastructure necessary for the long-term economic prosperity of Montenegro and to enhancing the energy security of Montenegro and diversifying the country’s electric energy sources,

WHEREAS the Parties are working to deepen the economic and strategic partnership between Montenegro and the United States, including flows of technology, equipment, and private foreign investment into Montenegro, and

WHEREAS the Parties desire to fulfill clean and sustainable environmental objectives in the energy sector,

NOW, THEREFORE, the Parties state their intentions as follows:

1. The Spirit of Cooperation and Collaboration: The Parties will undertake in good faith discussions and actions intending to pursue two energy infrastructure projects as follows: (i) the construction and installation of a fixed terminal for the importation of liquified natural gas into Montenegro and its further storage, regasification, and transportation (referred to herein as “**Terminal Project**”); and (ii) the construction and installation of a greenfield gas-fueled thermopower plant in Montenegro, the gas supply of which comes through the terminal referenced in (i) of this Section 1 (referred to herein as “**Thermopower Project**” or “**TPP**”). The Terminal Project and the Thermopower Project are collectively referred to herein as the “**Projects**”.

1.1. The Government welcomes the US Parties’ participation in this initiative and their good faith intent to successfully achieve on a mutually beneficial basis the goals of this MOU.

2. Further Description of the Terminal Project: The Parties contemplate the Terminal Project would consist of an offloading pier for imports of LNG, storage facilities for LNG, and a regassification facility directing the gas into a short pipeline to the nearby Thermopower Project. Based on preliminary information, Enerflex contemplates that the offloading pier would be able to handle 25,000 bbl per hour and the storage facility would have an approximate capacity of 250,000 bbl. These dimensions are to be refined in further discussions between the Government

and Enerflex. Based on preliminary information and subject to further front end engineering development, Enerflex estimates that the investment in the Terminal Project would be in the range of EUR 130 million to EUR 250 million.

3. Further Description of the Thermopower Project: The Parties contemplate the installation of a gas-fueled Combined Cycle Power Plant, with a capacity of at least 240 MW and a maximum of 440 MW, located in close proximity to the LNG Terminal referenced in Section 2 of this MOU and near Montenegro's power transmission grid, with General Electric power plant equipment. The Thermopower Project's total investment is estimated between EUR 200 million and EUR 500 million, depending on the installed capacity.

4. Site of the Terminal and Thermopower Plant: The Parties contemplate that the Terminal Project and the Thermopower Project will be located at or near the Port of Bar, Montenegro. The Government intends to evaluate providing the land necessary for implementing the Projects. In addition to the appropriate landsite for the Projects, the Parties note the importance of other supporting infrastructure for the Projects, including but not limited to right of ways leading to the Projects, the right of way and connection to the national transmission grid, a connection corridor for water to the power plant, and adequate road access for the construction and subsequent operation of the plant. The Government seeks to make available these supporting infrastructure elements and to facilitate the related legal approvals in accordance with the law.

5. US Parties contemplate to conduct pre-feasibility and feasibility studies in relation to the Projects, the results of which could be used by the Parties to define any potential further steps in relation to the Projects.

6. Expeditious Development of the Projects

6.1 The Parties intend to undertake in good faith the expeditious development and operation of the Projects, including requirements under the laws of Montenegro applicable to the construction and operation of the Projects.

6.2 Contingent upon timing of the Parties entering into a definitive agreement, the Parties contemplate a schedule of development and construction of the Projects that will enable the Projects to begin operation by the end of calendar year 2025.

6.3 The US Parties intend that all necessary documentation, studies, and information will be submitted to the Government in accordance with legal and regulatory requirements. Environmental impact studies should be submitted to the Government prior to commencement of construction of the Projects. The Parties intend that Projects shall be established in full compliance with applicable environment standards and in accordance with the law.

6.4 The Government intends in good faith to support the US Parties in the process of providing all governmental approvals of the Projects as required by law, based on full transparency and compliance with national and international standards.

7. Financing of the Project: The Parties intend that the Projects be considered as “**projects of national interest**“ under the laws of Montenegro thereby permitting accelerated processing of related proposals by the US Parties, but with necessary transparency and final approval by the

Parliament of Montenegro. US Parties intend to propose financing structure for the Projects upon completion of feasibility studies.

8. Confidential Information: The Parties recognize the importance of preserving the confidentiality of all information deemed Confidential relating to the Project and any other Confidential Information regarding the business of the other Parties disclosed to it and acknowledge the importance of not disclosing to third parties or publicly and of not using any such Confidential Information of the other Party except for the proper performance of this MOU or as otherwise required by law.

9. Compliance: The Parties intend to comply with all laws and regulations prohibiting payments or transfers of monetary value directly or indirectly to, or for the benefit of (i) government officials or agents or representatives of government officials; (ii) any employee of any state-controlled entity; or (iii) any political candidate or political party.

10. General Provisions: This Memorandum reflects the views and intentions of the Parties to cooperate on a non-exclusive basis, which are expressed in good faith but without creating any legal or financial obligations. No third party shall receive any legal benefit from this Memorandum.

Nothing in this Memorandum shall limit the right or prevent the Parties from entering into memorandum of cooperation or arrangements with other parties with respect to any activity or project in the field of cooperation covered by this Memorandum.

All possible disputes related to the interpretation and/or application of the Memorandum shall be resolved through consultations and negotiations between the Parties.

This Memorandum shall enter into force on the date on which it is signed by the last of the three Parties and shall remain in effect until either Party notifies the other Parties in writing of its intention to terminate this Memorandum. In such event, this Memorandum shall be terminated 30 days after receipt of such notice by the respective Party.

This Memorandum can be amended and supplemented with the mutual written consent of the Parties.

IN WITNESS WHEREOF, the Government of Montenegro, Enerflex Energy Systems and Wethington Energy Innovation, acting through their duly authorized representatives, have signed this Memorandum in three original copies, in the Montenegrin and English languages.

Dated on the date above and signed by:

ON BEHALF OF THE GOVERNMENT OF MONTENEGRO:

ON BEHALF OF ENERFLEX ENERGY SYSTEMS

Signature: _____
First and Last Name: Dritan Abazović
Office/Capacity: Prime Minister
Date: 12th May 2023

Signature: _____
First and Last Name: Phil Pyle
Office/Capacity: President, Eastern Hemisphere
Date: 12th May 2023

ON BEHALF OF WETHINGTON ENERGY

INNOVATION

Signature: _____
First and Last Name: Olin L. Wethington
Office/Capacity: Chief Executive Officer
Date: 12th May 2023