
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(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, 2023

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:

For the transition period from ___ to ___

Commission file number: 001-36185

DYNAGAS LNG PARTNERS LP

(Exact name of Registrant as specified in its charter)

Not applicable

(Translation of Registrant's name into English)

Republic of the Marshall Islands

(Jurisdiction of incorporation or organization)

Poseidonos Avenue and Foivis 2 Street

166 74 Glyfada, Athens, Greece

(Address of principal executive offices)

Michael Gregos

Poseidonos Avenue and Foivis 2 Street

166 74 Glyfada, Athens, Greece

Tel. +30 210 891 7960

(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:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common units representing limited partnership interests	DLNG	New York Stock Exchange
9.00% Series A Cumulative Redeemable Preferred Units	DLNG PR A	New York Stock Exchange
8.75% Series B Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units	DLNG PR B	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:

36,802,247 Common Units

35,526 General Partner Units

3,000,000 9.00% Series A Cumulative Redeemable Preferred Units

2,200,000 8.75% Series B Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes

No

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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

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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 every Interactive Data File required to be submitted 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 such files).

Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of “large accelerated filer,” “accelerated filer,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act.

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the Registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). 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

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the Registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes No

PRESENTATION OF INFORMATION IN THIS ANNUAL REPORT

This annual report on Form 20-F for the year ended December 31, 2023, or this annual report, should be read in conjunction with the consolidated financial statements and accompanying notes included in this annual report. Unless the context otherwise requires, references in this annual report to “Dynagas LNG Partners,” the “Partnership,” “we,” “our,” and “us” or similar terms refer to Dynagas LNG Partners LP and its wholly owned subsidiaries, including Dynagas Operating LP. Dynagas Operating LP owns, directly or indirectly, a 100% interest in the entities that own the LNG carriers in our fleet that we refer to as our “Fleet.” References in this annual report to our “General Partner” refer to Dynagas GP LLC, the general partner of Dynagas LNG Partners LP. References in this annual report to our “Sponsor” are to Dynagas Holding Ltd. and its subsidiaries other than us or our subsidiaries and references to our “Manager” refer to Dynagas Ltd., which is wholly owned by the chairman of our Board of Directors, Mr. Georgios Prokopiou. References in this annual report to the “Prokopiou Family” are to our Chairman, Mr. Georgios Prokopiou, and certain members of his family.

All references in this annual report to “SEFE,” “Equinor,” “Yamal,” and “NextDecade” refer to SEFE Marketing and Trading Singapore Pte Ltd (formerly known as Gazprom Marketing & Trading Singapore Pte Ltd), Equinor ASA (formerly, Statoil ASA), Yamal Trade Pte. Ltd., and NextDecade Corporation (NASDAQ:NEXT), respectively, and certain of their subsidiaries or affiliates which are our current or prospective charterers.

Unless otherwise indicated, all references to “U.S. dollars,” “dollars,” and “\$” in this annual report are to the lawful currency of the United States. We use the term “LNG” to refer to liquefied natural gas, and we use the term “cbm” to refer to cubic meters in describing the carrying capacity of our vessels.

References herein to the “Omnibus Agreement” refer to the Omnibus Agreement, as amended and restated and as currently in effect, with our Sponsor. The Omnibus Agreement provides us with the right, but not the obligation, to purchase from our Sponsor any LNG carriers acquired or placed under contracts with an initial term of four or more years, for so long as the Omnibus Agreement is in full force and effect. Please see “Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions.”

The “Yamal LNG Project” refers to the LNG production terminal on the Yamal Peninsula in Northern Russia. The terminal consists of three LNG trains with a total capacity of 16.5 million metric tons of LNG per year that require ice-class designated vessels to transport LNG from this facility, for which two of the vessels in our Fleet have been contracted. The Yamal LNG Project is a joint venture between NOVATEK (50.1%), TOTAL E&P Yamal (20%), China National Oil & Gas Exploration and Development Corporation (CNODC) (20%), and Yam Limited (9.9%). Please see “Item 4. Information on the Partnership—B. Business Overview.”

FORWARD-LOOKING STATEMENTS AND SUMMARY OF RISK FACTORS

This annual report contains certain forward-looking statements (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act) concerning future events and our operations, performance, and financial condition, including, in particular, the likelihood of our success in developing and expanding our business. The Private Securities Litigation Reform Act of 1995, or the PSLRA, provides safe harbor protections for forward-looking statements in order to encourage companies to provide prospective information about their business.

We desire to take advantage of the safe harbor provisions of the PSLRA and are including this cautionary statement in connection with this safe harbor legislation. This report and any other written or oral statements made by us or on our behalf may include forward-looking statements, which reflect our current views with respect to future events and financial performance. Statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “estimates,” “projects,” “likely,” “would,” “could,” “seek,” “continue,” “possible,” “might,” “forecasts,” “will,” “may,” “potential,” “should,” and similar expressions are forward-looking statements. These forward-looking statements reflect management’s current views only as of the date of this annual report and are not intended to give any assurance as to future results. As a result, unitholders are cautioned not to rely on any forward-looking statements.

Forward-looking statements appear in a number of places in this annual report and include statements with respect to, among other things:

- LNG market trends, including charter rates, factors affecting supply and demand, and opportunities for the profitable operations of LNG carriers;
 - our anticipated growth strategies, including potential expansion into and acquisition of assets and businesses in other sectors of the shipping industry;
 - the effect of a worldwide economic slowdown;
 - potential turmoil in the global financial markets;
 - fluctuations and volatility in currencies, interest rates, and foreign exchange rates;
 - general market conditions, including fluctuations in charter hire rates and vessel values;
 - changes in our operating expenses, including dry-docking, surveys, upgrades, crewing and insurance costs, bunker prices, and fuel prices;
 - the adequacy of our insurance to cover our losses;
 - our ability to make cash distributions on the units or any increase or decrease in or elimination of our cash distributions;
 - our future financial condition or results of operations and our future revenues and expenses;
 - our ability to repay or refinance our current and future indebtedness, including our \$675 Million Credit Facility (as defined below), and our settling of interest rate swaps (if any);
 - our ability to incur additional indebtedness on acceptable terms or at all, to access the public and private debt and equity markets, and to meet our restrictive covenants and other obligations under our \$675 Million Credit Facility and future debt and financing agreements;
 - planned capital expenditures and availability of capital resources to fund capital expenditures;
 - the impact of increasing scrutiny and changing expectations from investors, lenders, charterers, and other market participants with respect to our Environmental, Social, and Governance (“ESG”) practices;
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- our ability to comply with additional costs and risks related to our ESG policies;
 - the effect of applicable sanctions or embargo laws;
 - our ability to maintain long-term relationships with major LNG traders;
 - our ability to leverage our Sponsor's relationships and reputation in the shipping industry;
 - our ability to realize the expected benefits from our vessel acquisitions;
 - our ability to acquire newbuildings and second-hand vessels on terms acceptable to us from our Sponsor or third parties and the timely deliveries of such vessels if and when acquired;
 - our ability to compete successfully for future chartering opportunities upon the expiration or termination of existing vessel employment arrangements;
 - acceptance of a vessel by its charterer;
 - termination dates and extensions of charters;
 - the expected cost of, and our ability to comply with, governmental regulations, including regulations relating to ballast water and fuel sulfur, maritime self-regulatory organization standards, as well as standard regulations imposed by our charterers applicable to our business;
 - availability of skilled labor, vessel crews, and management;
 - our anticipated incremental general and administrative expenses as a publicly traded limited partnership and our fees and expenses payable under the fleet management agreements and the administrative services agreement with our Manager;
 - our anticipated taxation and distributions to our unitholders;
 - estimated future maintenance and replacement capital expenditures;
 - our ability to retain key employees;
 - any non-compliance with the amendments by the International Maritime Organization, the United Nations agency for maritime safety and the prevention of pollution by vessels, or IMO (the amendments hereinafter referred to as IMO 2020), to Annex VI to the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 relating thereto, collectively referred to as MARPOL 73/78 and herein as MARPOL, which reduced the maximum amount of sulfur that vessels may emit into the air and became effective January 1, 2020;
 - potential liability from any pending or future litigation and potential costs due to environmental damage and vessel collisions;
 - potential liability from future litigation related to claims raised by public-interest organizations or activism with regard to our failure to adapt or mitigate climate impact;
 - new environmental regulations and restrictions, whether at a global level stipulated by the International Maritime Organization, a regional level imposed by regional authorities such as the European Union, and/or a national level imposed by individual countries;
 - our ability to successfully compete for, enter into, and deliver our vessels under time charters or other employment arrangements for our existing vessels after our current charters expire and our ability to earn income in the spot market;
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- business disruptions, including supply chain congestion, due to climate conditions, political events, public health threats, and international hostilities and instability, including the ongoing war between Russia and Ukraine, the war between Israel and Hamas, and the Houthi conflict in the Red Sea, piracy or acts by terrorists, or other disasters;
- the impact of public health threats and outbreaks of highly communicable diseases;
- the length and severity of epidemics and pandemics, including the worldwide novel coronavirus, or COVID-19, outbreak, and any consequent impacts across our business on demand;
- the impact of adverse weather and natural disasters;
- future sales of our common units in the public market;
- any malfunction or disruption of information technology systems and networks that our operations rely on or any impact of a possible cybersecurity event;
- our business strategy and other plans and objectives for future operations;
- technology risks associated with energy transition and fleet and/or systems renewal, including in respect of alternative propulsion systems; and
- other factors detailed in this annual report and from time to time included in our periodic reports.

Forward-looking statements in this annual report are estimates reflecting the judgment of senior management and involve known and unknown risks and uncertainties. These forward-looking statements 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 not occur or differ materially from those expressed or implied by such forward-looking statements. Accordingly, these forward-looking statements should be considered in light of various important factors, including those set forth in this annual report under the heading “Item 3. Key Information—D. Risk Factors.” These factors and the other risk factors described in this annual report are not necessarily all of the important factors that could cause actual results or developments to differ materially from those expressed in any of our forward-looking statements. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements.

We undertake no obligation, and specifically decline any obligation, to update any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required under applicable laws. New factors emerge from time to time, and it is not possible for us to predict all of these factors which may adversely affect our results. Further, we cannot assess the effect 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. If one of more forward-looking statements are updated, no inference should be drawn that additional updates will be made with respect to those or other forward-looking statements.

We make no prediction or statement about the performance of our units or our debt securities. The various disclosures included in this annual report and in our other filings made with the U.S. Securities and Exchange Commission, or 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.

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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. [RESERVED]

B. CAPITALIZATION AND INDEBTEDNESS

Not applicable.

C. REASONS FOR THE OFFER AND USE OF PROCEEDS

Not applicable.

D. RISK FACTORS

The risks discussed below relate principally to the industry in which we operate and to our business in general. Other risks relate principally to the securities market and ownership of our securities, including our common units, our 9.00% Series A Cumulative Redeemable Preferred Units or our Series A Preferred Units and our 8.75% Series B Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units or our Series B Preferred Units. For a description of the changes to our general strategy, including the restriction on distributions to our common unitholders under the terms and subject to the conditions of the \$675 Million Credit Facility, please see “Item 4. Information on the Partnership—B. Business Overview” and “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—\$675 Million Credit Facility.” The occurrence of any of the events described in this section could materially and adversely affect our business, financial condition, operating results or cash available for distribution on our units and the trading price of our securities.

Summary of Risk Factors

The following is a summary of the risk factors which are described in further detail in this section.

Risks Relating to our Partnership

- Our Fleet consists of only six LNG carriers. Any limitation in the availability or operation of these vessels could have a material adverse effect on our business, results of operations and financial condition and could significantly reduce or eliminate our ability to pay distributions on our outstanding units, including our preferred units.
- We currently derive all our revenue and cash flow from a limited number of charterers and the loss of any of these charterers could cause us to suffer losses or otherwise adversely affect our business.
- Our ability to raise capital to repay or refinance our debt obligations or to fund our maintenance or growth capital expenditures will depend on certain financial, business and other factors, many of which are beyond our control. The value of our common units may make it difficult or impossible for us to access the equity or equity-linked capital markets. To the extent that we are unable to finance these obligations and expenditures with cash from operations or incremental bank loans or by issuing debt or equity securities, our ability to make cash distributions may be diminished, or our financial leverage may increase, or our unitholders may be diluted. Our business may be adversely affected if we need to access sources of funding which are more expensive and/or more restrictive.

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- We are subject to certain risks with respect to our contractual counterparties, and failure of such counterparties to perform their obligations under such contracts could cause us to sustain significant losses, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.
- 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 distributions on our outstanding units.
- Our future operational success depends on our ability to expand relationships with our existing charterers, establish relationships with new charterers and obtain new time charter contracts, for which we will face substantial competition from established companies with significant resources and potential new entrants.
- Any charter termination would likely have a material adverse effect on our business, financial condition, results of operations and cash flows.
- Our future capital needs are uncertain and we may need to raise additional funds in the future.
- Our Sponsor and its affiliates may compete with us.
- Fees and cost reimbursements, which our Manager will determine for services provided to us, will be substantial, will be payable regardless of our profitability and will reduce our cash available for distribution to our unitholders.
- 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 our Sponsor's consent, unless our Sponsor's ownership interest in us is decreased; all of which could diminish the trading price of our common units.
- You may not have limited liability if a court finds that unitholder action constitutes control of our business.
- Our current time charters and our \$675 Million Credit Facility prevent us from changing our Manager.
- Since our Manager is a privately held company and there is little or no publicly available information about it, an investor could have little advance warning of potential financial and other problems that might affect our Manager that could have a material adverse effect on us.

Risks Relating to our Industry

- Our future growth and performance depend on continued growth in LNG production and demand for LNG and LNG shipping.
- Fluctuations in overall LNG demand growth could adversely affect our ability to secure future time charters
- Volatile natural gas and oil prices may adversely affect our growth prospects and results of operations.
- Vessel values may fluctuate substantially and, if these values are lower at a time when we are attempting to dispose of vessels, we may incur a loss.
- An oversupply of ships or delays or abandonment of planned projects may lead to a reduction in the charter hire rates we are able to obtain when seeking charters in the future.
- Our insurance may be insufficient to cover losses that may occur to our property or result from our operations.
- Our vessels may suffer damage and we may face unexpected costs and off-hire days.

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- Volatile economic conditions may adversely impact our ability to obtain financing or refinance our current or future credit facilities and other financing arrangements, including our \$675 Million Credit Facility, on acceptable terms, which may hinder or prevent us from operating or expanding our business.
- The LNG shipping industry is subject to substantial environmental and other regulations, which may significantly limit our operations or increase our expenses.
- Political instability, terrorist or other attacks, war, international hostilities and global public health threats can affect the seaborne transportation industry, which could adversely affect our business.
- Governments could requisition our vessels during a period of war or emergency, resulting in loss of earnings.
- Maritime claimants could arrest our vessels, which could interrupt our cash flows.
- We may be subject to litigation that could have an adverse effect on us.

Risks Relating to our Common Units

- The price of our common units may be volatile.
- Unitholders may have liability to repay distributions.
- We may issue additional equity securities, including securities senior to the common units, without the approval of our common unitholders, which would dilute the ownership interests of the common unitholders.
- We have been organized as a limited partnership under the laws of the Marshall Islands, which does not have a well-developed body of partnership law.
- We are a "foreign private issuer" under New York Stock Exchange, or the NYSE, rules, and as such we are entitled to exemption from certain corporate governance standards of the NYSE applicable to domestic companies, and holders of our common units may not have the same protections afforded to unitholders of companies that are subject to all of the NYSE corporate governance requirements.
- 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.

Risks Relating to our Indebtedness

- Our debt levels could limit our liquidity and flexibility in obtaining additional financing and in pursuing other business opportunities.
- We may be unable to comply with covenants in our debt agreements or any future financial obligations that impose operating and financial restrictions on us.

Risks Relating to our Series A and Series B Preferred Units

- Our Series A Preferred Units and our Series B Preferred Units are subordinate to our indebtedness, and the interests of holders of Series A Preferred Units and Series B Preferred Units could be diluted by the issuance of additional preferred units, including additional Series A Preferred Units or Series B Preferred Units, and by other transactions.
- In the event of any liquidation event, the amount of your liquidation preference is fixed and you will have no right to receive any greater payment regardless of the circumstances.

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- As a holder of Series A Preferred Units or Series B Preferred Units, you have extremely limited voting rights.

Risks Relating to Conflicts of Interest

- Our Sponsor, our General Partner and their respective affiliates own a significant interest in us and have conflicts of interest and limited duties to us and our common unitholders, which may permit them to favor their own interests to your detriment.
- Our General Partner has limited its liability regarding our obligations.
- Contracts between us, on the one hand, and our General Partner and its affiliates, on the other, will not be the result of arm's-length negotiations.

Tax Risks

- We may be subject to taxes, which will reduce our cash available for distribution to our unitholders.
- We may have to pay tax on United States-source income, which would reduce our earnings and cash flow.

Risk Factors

Risks Relating to our Partnership

Our Fleet consists of only six LNG carriers. Any limitation in the availability or operation of these vessels could have a material adverse effect on our business, results of operations and financial condition and could significantly reduce or eliminate our ability to pay distributions on our outstanding units, including our preferred units.

Our Fleet consists of only six LNG carriers. If any of our vessels is unable to generate revenues as a result of off-hire time, early termination of the time charter in effect or failure to secure new charters at charter hire rates as favorable as our average historical rates or at all, our future liquidity, cash flows, results of operations, and ability to make quarterly and other distributions to the holders of our outstanding units, including the preferred units, could be materially adversely affected.

Our ability to grow may be adversely affected by cash distribution policy.

Our current business strategy is to focus our capital allocation on debt repayment, and to prioritize balance sheet strength in order to reposition ourselves for potential future growth if our cost of capital allows us to access debt and equity capital on acceptable terms. As such, our growth may not be as fast as that of businesses that reinvest their available cash to expand ongoing operations. Our cash distribution policy is consistent with the terms of our Partnership Agreement, which requires that we distribute all of our available cash quarterly. Under the terms of the \$675 Million Credit Facility (as defined below), the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding under the \$675 Million Credit Facility, and our future debt and financing agreements may contain similar restrictions. Subject to contractual restrictions, there is no guarantee that unitholders will receive quarterly distributions from us as our cash distribution policy is subject to certain restrictions and may be changed or eliminated at any time. In addition, our cash distribution policy may significantly impair our ability to meet our financial needs or to grow.

We currently derive all our revenue and cash flow from a limited number of charterers and the loss of any of these charterers could cause us to suffer losses or otherwise adversely affect our business.

We have derived, and believe we will continue to derive, all of our revenues from a limited number of charterers, such as SEFE, Equinor, Yamal and NextDecade. For the year ended December 31, 2023, during which we derived our operating revenues from three charterers, SEFE accounted for 41%, Yamal accounted for 43%, and Equinor accounted for 16% of our total revenues. All of the charters for our Fleet have fixed terms but may be terminated early due to certain events, including but not limited to the charterer's failure to make charter payments to us because of financial inability, disagreements with us, or otherwise. The ability of each of our counterparties to perform its respective obligations under a charter with us will depend on a number of factors that are beyond our control and may include, among other things, general economic conditions, the condition of the LNG shipping industry, prevailing prices for natural gas, epidemics and pandemics, such as COVID-19, events in Russia and Ukraine or any resulting sanctions that may be imposed, and the overall financial condition of the counterparty. Should a counterparty fail to honor its obligations under an agreement with us, we may be unable to realize revenue under that charter and may sustain losses, which may have a material adverse effect on our business, financial condition, cash flows, results of operations, and ability to pay any distributions, including reduced distributions, to our unitholders.

In addition, a charterer may exercise its right to terminate its charter if, among other things:

- the vessel suffers a total loss or is damaged beyond repair;
- we default on our obligations under the charter, including prolonged periods of vessel off-hire;
- war or hostilities significantly disrupt the free trade of the vessel;
- the vessel is requisitioned by any governmental authority; or
- a prolonged force majeure event occurs, such as war, political unrest, or a pandemic which prevents the chartering of the vessel, in each such event in accordance with the terms and conditions of the respective charter.

In addition, the charter payments we receive may be reduced if the vessel does not perform according to certain contractual specifications. For example, charter hire may be reduced if the average vessel speed falls below the speed we have guaranteed or if the amount of fuel consumed to power the vessel exceeds the guaranteed amount.

Furthermore, in depressed market conditions, our charterers may no longer need a vessel that is then under charter or may be able to obtain a comparable vessel at lower rates. As a result, charterers may seek to renegotiate the terms of their existing charter agreements or avoid their obligations under those contracts. Furthermore, it is possible that third parties with whom we have charter contracts may be impacted by events in Russia and Ukraine, the resulting sanctions, or other geopolitical events, among other things, which could adversely affect their ability to perform. If our charterers fail to meet their obligations to us or attempt to renegotiate our charter agreements, it may be difficult to secure substitute employment for such vessel, and any new charter arrangements we secure may be at lower rates and may not be acceptable by our lenders.

If any of our charters are terminated, we may be unable to re-deploy the related vessel on terms as favorable to us as our current charters, or at all. If we are unable to re-deploy a vessel for which the charter has been terminated, we will not receive any revenues from that vessel, and we may be required to pay ongoing expenses necessary to maintain the vessel in proper operating condition. Any of these factors may decrease our revenue and cash flows. Further, the loss of any of our charterers, charters, or vessels, or a decline in charter hire under any of our charters, could have a material adverse effect on our business, results of operations, financial condition, and ability to make distributions to our unitholders and result in an event of default under our debt agreements.

Dry-dockings of our vessels require significant expenditures and result in loss of revenue as our vessels are off-hire during the dry-docking period. Any significant increase in either the number of off-hire days or in the costs of any repairs or investments carried out during the dry-docking period could have a material adverse effect on our profitability and our cash flows. Given the potential for unforeseen issues arising during dry-docking, we may not be able to predict accurately the time required to dry-dock any of our vessels. If one or more of our vessels is dry-docked longer than expected or if the cost of repairs is greater than we had budgeted, there may be a material adverse effect on our results of operations and our cash flows, including any cash available for distribution to unitholders.

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Due to the small size of our Fleet, any delay in the completion time of the dry-dockings or overrun of costs caused by additional days of work could have a material adverse effect on our business, results of operations, and financial condition and could significantly reduce or eliminate our ability to pay any distributions on either or both of our common or preferred units.

The *Clean Energy*, *Ob River*, and *Amur River* completed their scheduled dry-docking, as well as the respective installation of the ballast water treatment systems (“BWTS”) in 2022. In 2023, we completed the scheduled dry-dock of the *Yenisei River*, *Lena River* and *Arctic Aurora* including installation of BWTS in accordance with current regulations.

Our ability to raise capital to repay or refinance our debt obligations or to fund our maintenance or growth capital expenditures will depend on certain financial, business and other factors, many of which are beyond our control. The value of our common units may make it difficult or impossible for us to access the equity or equity-linked capital markets. To the extent that we are unable to finance these obligations and expenditures with cash from operations or incremental bank loans or by issuing debt or equity securities, our ability to make cash distributions may be diminished, or our financial leverage may increase, or our unitholders may be diluted. Our business may be adversely affected if we need to access sources of funding which are more expensive and/or more restrictive.

To fund our existing and future debt obligations and capital expenditures and any future growth, we may be required to use cash from operations, incur borrowings, and/or seek to access other financing sources including the capital markets. Our access to potential funding sources and our future financial and operating performance will be affected by prevailing economic conditions and financial, business, regulatory and other factors, many of which are beyond our control. If we are unable to access the capital markets, raise additional bank financing, or enter into other financing arrangements or generate sufficient cash flow to meet our debt, capital expenditure and other business requirements, we may be forced to take actions such as:

- restructuring our debt;
- seeking additional debt or equity capital;
- selling assets;
- reducing distributions relating to our preferred units;
- reducing, delaying or cancelling our business activities, acquisitions, investments or capital expenditures; or
- seeking bankruptcy protection.

Such measures might not be successful, available on acceptable terms or enable us to meet our debt, capital expenditure and other obligations. Some of these measures may adversely affect our business and reputation. In addition, our financing agreements may restrict our ability to implement some of these measures. Use of cash from operations and possible future sale of certain assets 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. The value of our common units may not enable us to access the equity or equity-linked capital markets. Even if we are successful in obtaining the necessary funds, the terms of such future financings could limit our ability to pay cash distributions to our unitholders or operate our business as currently conducted. 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 maintain our quarterly distributions, which we currently only make to our preferred unitholders.

Major outbreaks of diseases (such as COVID-19) and governmental responses thereto could adversely affect our business.

Global public health threats, such as the COVID-19 pandemic, influenza and other highly communicable diseases or viruses, outbreaks which have from time to time occurred in various parts of the world in which we operate could disrupt global financial markets and economic conditions and adversely impact our operations, as well as the operations of our charterers and other customers.

Beginning in 2020, the COVID-19 pandemic negatively affected economic conditions, the supply chain, the labor market, the demand for shipping regionally, as well as globally, and may continue to impact our operations and the operations of our customers and suppliers. The COVID-19 pandemic resulted in numerous actions taken by governments and governmental agencies in an attempt to mitigate the spread any resurgence of the virus, including travel bans, quarantines, and other emergency public health measures, and a number of countries implemented lockdown measures. These measures resulted in a significant reduction in global economic activity and extreme volatility in the global financial markets. Although the incidence and severity of COVID-19 and its variants has diminished, similar restrictions, and future prevention and mitigation measures against outbreaks of epidemic and pandemic diseases, are likely to have an adverse impact on global economic conditions, which could materially and adversely impact the rate environment for LNG carriers and our operations and cash flows may be negatively impacted. The extent of a pandemic's impact on our financial and operational results, which could be material, will depend on the length of time that the pandemic continues and whether subsequent waves of the infection happen. Uncertainties regarding the economic impact of a pandemic are likely to result in sustained market turmoil, which could also negatively impact our business, financial condition and cash flows. Governments approved large stimulus packages to mitigate the effects of the sudden decline in economic activity caused by the pandemic; however, we cannot predict the extent to which these measures will be sufficient to sustain the business and financial condition of companies in the shipping industry.

Measures against epidemics and pandemics, such as COVID-19, in a number of countries may restrict crew rotations on our vessels. Delays in crew rotations have led to issues with crew fatigue, which may result in delays and additional costs relating to crew wages paid to retain the existing crew members on board or other operational issues. We have incurred and may also incur additional expenses associated with testing, personal protective equipment, quarantines, and travel expenses such as airfare costs in order to perform crew rotations in the current environment.

Epidemics and pandemics may also affect personnel operating payment systems through which we receive revenues from the chartering of our vessels or pay for our expenses, resulting in delays in payments. Organizations across industries, including ours, are rightly focusing on their employees' well-being, whilst making sure that their operations continue undisrupted and at the same time, adapting to the new ways of operating. As such employees are encouraged or even required to operate remotely which significantly increases the risk of cyber security attacks.

The occurrence or continued occurrence of any of the foregoing events or other pandemics and epidemics could have a material adverse effect on our business, results of operations, cash flows, financial condition, value of our vessels, and ability to pay distributions.

The failure to consummate or integrate acquisitions that we undertake in a timely and cost-effective manner, or at all, could have an adverse effect on our business, our plans for growth and our financial condition and results of operations.

Future acquisitions (if any) are dependent on, among other things, our continuing relationship with our Sponsor and other factors related to that relationship, many of which are beyond our control including our ability to (i) maintain a potential drop-down pipeline of existing or newbuild vessels from our Sponsor, (ii) obtain the required consents from lenders and charterers in connection with any potential acquisition of vessels from our Sponsor, and (iii) finance our business through equity and debt capital markets transactions at terms that are favorable to us, which is highly dependent on favorable market conditions. We currently have no rights to acquire any vessel assets that are owned by our Sponsor.

We believe that other acquisition opportunities with parties that are related to our Sponsor and third-parties may arise from time to time, and any such acquisition could be significant. Any acquisition of a vessel or business may not be profitable at or after the time of such acquisition and may be cash flow negative or may not generate sufficient cash flow to justify the investment. In addition, any potential acquisition or investment opportunity may expose us to risks that may harm or have a material adverse effect on our business, financial condition, results of operations and ability to make cash distributions (reduced or at all) to our unitholders, including risks that we may:

- fail to realize anticipated benefits, such as new customer relationships, cost-savings or cash flow enhancements;
- be unable to attract, hire, train or retain qualified shore and seafaring personnel to manage and operate our growing business and Fleet;
- decrease our liquidity by using a significant portion of available cash or borrowing capacity to finance acquisitions;

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- 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.

Such acquisition and investment opportunities may not result in the consummation of a transaction. In addition, we may not be able to obtain acceptable terms for the required financing for any such acquisition or investment that arises. We cannot predict the effect, if any, that any announcement or consummation of an acquisition would have on the trading price of our common units or preferred units.

Any future acquisitions could present a number of anticipated as well as unanticipated risks, including the risk of incorrect assumptions regarding the future results of acquired vessels or businesses or expected cost reductions or other synergies expected to be realized as a result of acquiring vessels or businesses, the risk of failing to successfully and timely integrate the operations or management of any acquired vessels or businesses and the risk of diverting management's attention from existing operations or other priorities. We may also be subject to additional costs and expenses related to compliance with various international or domestic laws in connection with such acquisition. If we fail to consummate and integrate our acquisitions from our Sponsor, in a timely and cost-effective manner, or at all, our business, plans for future growth, financial condition, results of operations and cash available for distribution could be materially and adversely affected.

We are subject to certain risks with respect to our contractual counterparties, and failure of such counterparties to perform their obligations under such contracts could cause us to sustain significant losses, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We have entered, and may enter in the future, into contracts, charters, newbuilding and conversion contracts with shipyards, debt agreements with financial institutions, our Sponsor and other counterparts, interest rate swaps, foreign currency swaps, equity swaps and other agreements. Such agreements subject us to counterparty risks. The ability of each of our counterparties to perform its obligations under a contract with us will depend on a number of factors that are beyond our control and may include, among other things, general economic conditions, the overall financial condition of the counterparty and work stoppages or other labor disturbances, including as a result of the COVID-19 pandemic. Should a counterparty fail to honor its obligations under agreements with us, we could sustain significant losses, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Furthermore, it is possible that third parties with whom we have financing arrangements or charter contracts may be impacted by events in Russia and Ukraine or any resulting sanctions that may be imposed which could adversely affect their ability to perform under such contracts. On April 6, 2022, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") designated Amsterdam Trade Bank NV ("ATB") as a Specially Designated National ("SDN") pursuant to Executive Order 14024. ATB was among several lenders to our \$675 Million Credit Facility representing as an approximately 3.6% lender participation. On October 12, 2022 and pursuant to the designation of ATB an SDN, the Partnership, in agreement with all lenders of the \$675 Million Credit Facility, made a voluntary prepayment of \$18.73 million which was applied in prepayment of the entire participation of ATB to the \$675 Million Credit Facility. An amount equal to the above-mentioned prepayment was released from the Cash Collateral Account (see Note 5 to our consolidated financial statements included under "Item 18. Financial Statements" of this annual report) thereunder in order to make the prepayment.

We currently have one loan facility and derive all our revenue and cash flow from a limited number of charterers and the loss of any of these lending counterparties, including in connection with the prepayment of any of our outstanding indebtedness, or our charterers could cause us to suffer losses or otherwise adversely affect our 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 distributions on our outstanding units.

Our Board of Directors makes determinations regarding the payment of distributions in its sole discretion and in accordance with our Partnership Agreement and applicable law, and there is no guarantee that we will make or continue to make distributions to our unitholders in the same amount that we have in prior quarters or at all in the future. In addition, the markets in which we operate our vessels are volatile and we cannot predict with certainty the amount of cash, if any, that will be available for distribution in any period and thus, we may pay distributions in a lower amount or not all. The level of future cash distributions to our unitholders, which have been suspended with respect to our common units by the Board of Directors of the Partnership will be subject to, among other factors, including, without limitation, the terms and conditions contained in our existing or future debt agreements, market conditions and the cash we generate from operations. Pursuant to the terms of the \$675 Million Credit Facility, the Partnership is prohibited from paying distributions on its common units, and our future debt and financing arrangements may contain similar restrictions. In the event of a default under the \$675 Million Credit Facility, the Partnership is prohibited from paying distributions to its preferred unitholders.

As noted above, the amount of cash we can distribute on our common and preferred units depends in part on the amount of cash we generate from our operations, which may fluctuate from quarter to quarter based on the risks described in this section, including, among other things:

- the rates we obtain from our charters;
- the level of our operating costs, such as the cost of crews and insurance;
- the continued availability of natural gas production;
- demand for LNG;
- supply of LNG carriers;
- prevailing global and regional economic and political conditions, including the any economic downturns caused by the spread of an epidemic or a pandemic, such as COVID-19;
- currency exchange 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 available for distribution to our unitholders will depend on other factors, including:

- the level of capital expenditures we make, including for maintaining or replacing vessels, building new vessels, acquiring second-hand 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 dry-docking of our vessels;
- our debt service requirements and restrictions on distributions contained in our debt instruments;
- the level of debt we will incur to fund future acquisitions;
- fluctuations in interest rates;
- fluctuations in our working capital needs;
- variable tax rates;

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- the expected cost of and our ability to comply with environmental and regulatory requirements, including with respect to emissions of air pollutants and greenhouse gases, as well as future changes in such requirements or other actions taken by regulatory authorities, governmental organizations, classification societies and standards imposed by our charterers applicable to our business;
- our ability to make, and the level of, working capital borrowings;
- the performance of our subsidiaries and their ability to distribute cash to us; and
- the amount of any cash reserves established by our Board of Directors.

The amount of cash we generate from our operations may differ materially from our profit or loss for the period, which will be affected by non-cash items. We may also incur expenses or liabilities or be subject to other circumstances in the future that reduce or eliminate the amount of cash that we have available for distributions. 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 earnings.

Our future operational success depends on our ability to expand relationships with our existing charterers, establish relationships with new charterers and obtain new time charter contracts, for which we will face substantial competition from established companies with significant resources and potential new entrants.

We have secured an estimated contract backlog of \$1.10 billion for the vessels in our Fleet as of the date of this annual report, \$0.12 billion of which is a variable hire element contained in certain time charter contracts with Yamal. The hire rate on these time charter contracts with Yamal is calculated based on two components—a capital cost component and an operating cost component. The capital cost component is a fixed daily amount. The daily amount of the operating cost component, which is intended to pass the operating costs of the vessel to the charterer in their entirety including dry-docking costs, is set annually and adjusted at the end of each year to compensate us for the actual costs we incur in operating the vessel. Dry-docking expenses are budgeted in advance within the year of the dry-dock and are reimbursed by Yamal immediately following a dry-docking. The actual amount of revenues earned in respect of such variable hire rate may therefore differ from the amounts included in the revenue backlog estimate, which is calculated based on the budget agreed at the inception of the contract, due to the yearly variations in the respective vessels' operating costs. Notwithstanding our current estimated contracted backlog, one of our principal objectives is to enter into additional multi-year time charters upon the expiration or early termination of our existing charter arrangements, and we may also seek to enter into additional multi-year time charter contracts in connection with an expansion of our Fleet. The process of obtaining multi-year charters for LNG carriers is highly competitive and generally involves an intensive screening procedure and competitive bids, which often extends for several months. We believe LNG carrier time charters are awarded based upon a variety of factors relating to the ship and the ship operator, including:

- size, age, technical specifications and condition of the ship;
- efficiency of ship operation and reputation for operation of highly specialized vessels;
- LNG shipping experience and quality of ship operations;
- shipping industry relationships and reputation for customer service;
- technical ability and reputation for operation of highly specialized ships;
- quality and experience of officers and crew;
- safety record;
- the ability to finance ships at competitive rates and financial stability generally;
- relationships with shipyards and the ability to get suitable berths;

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- its willingness to assume operational risks;
- construction management experience, including the ability to obtain on-time delivery of new ships according to customer specifications; and
- competitiveness of the bid in terms of overall price.

We expect substantial competition for providing marine transportation services for potential LNG projects from a number of experienced companies, including other independent ship owners as well as state-sponsored entities and major energy companies that own and operate LNG carriers and may compete with independent owners by using their fleets to carry LNG for third-parties. Some of these competitors have significantly greater financial resources and larger fleets than we have. A number of marine transportation companies, including companies with strong reputations and extensive resources and experience, have entered the LNG transportation market in recent years, and there are other ship owners and managers who may also attempt to participate in the LNG market in the future. 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 charterers or to obtain new time charter contracts on a profitable basis, if at all, which could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for distributions to our unitholders.

Any charter termination would likely have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our vessels are employed with only three different charterers. Our existing and future charterers have and will likely have the right to terminate our current or future charters in certain circumstances, such as loss of the ship or damage to it beyond repair, defaults by us in our obligations under the charter, or off-hire beyond allowances contained in the charter agreement. In addition, one of our charterers, Yamal, trades primarily from LNG ports and to the best of our knowledge is owned or controlled by Russian entities. Due to the recent ongoing conflicts between Russia and Ukraine, the United States (“U.S.”), European Union (“E.U.”), Canada and other Western countries and organizations announced and enacted from February 2022 until the date of this report, numerous sanctions against Russia. The war between Russia and Ukraine is, however, still ongoing, which may result in the imposition of further economic sanctions in addition to the ones already announced by the United States, Europe, amongst other countries which could adversely affect our charterers and result to the early termination of our time charter contracts with Yamal.

A termination right under one vessel’s time charter would not automatically give the charterer the right to terminate its other charter contracts with us. However, a charter termination could materially affect our relationship with the customer and our reputation in the LNG shipping industry, and in some circumstances the event giving rise to the termination right could potentially impact multiple charters that we have entered with the same charterer. Accordingly, the existence of any right of termination could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for distribution to our common and preferred unitholders.

Our future capital needs are uncertain and we may need to raise additional funds in the future.

Our future funding requirements will depend on many factors, including the cost and timing of vessel acquisitions, the cost of retrofitting or modifying existing ships as a result of technological advances, changes in applicable environmental or other regulations or standards, customer requirements or otherwise. Our ability to obtain bank financing or to access the capital markets for future offerings may be limited by our financial condition at the time of any such financing or offering, as well as by adverse market conditions that are beyond our control.

Obtaining additional funds on acceptable terms may not be possible. If we raise additional funds by issuing equity or equity-linked securities, our unitholders may experience dilution or reduced or no distributions per unit. Debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt, or to pay distributions consistent with our past practices or otherwise. In addition, we are subject to a number of restrictions in our existing debt agreement, which include, among others, a restriction from paying distributions to our common unitholders while borrowings under the facility are outstanding, and our preferred unitholders, if there is an event of default while the facility remains outstanding. Pursuant to the terms of the \$675 million Credit Facility, it is considered a change of control, which could allow the lenders to declare the facility payable within ten days, if, among other things, (i) Dynagas Holdings Ltd. ceases to own 30% of our total common units outstanding, (ii) any person or persons acting in consent (other than certain permitted holders as defined therein) own a higher percentage of our total common units than in Dynagas LNG Partners LP (“Parent”) than our Sponsor and/or have the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors or the board of managers of the Parent, (iii) Mr. Georgios Prokopiou ceases to be our Chairman and/or member of our board, or (iv) Dynagas GP LLC ceases to be our general partner. The terms and conditions of our existing debt agreement therefore, if applicable, limit or prevent us from issuing new equity that may reduce our Sponsor’s ownership percentage below the required 30%.

We may lack sufficient cash to pay distributions to our unitholders at a reduced level or at all due to our current and future funding requirements, refinancing needs, decreases in net revenues or increases in operating expenses, principal and interest payments on outstanding debt, working capital requirements, maintenance and replacement capital expenditures or anticipated or unanticipated cash needs. Any debt or additional equity financing raised may contain unfavorable terms to us or our unitholders. If we are unable to raise adequate funds, we may have to liquidate some or all of our assets, or delay, reduce the scope of, or eliminate some or all of our fleet expansion plans. Any of these factors could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for distributions to our common and preferred unitholders.

Volatility of SOFR and potential changes of the use of SOFR as a benchmark could affect our profitability, earnings, and cash flow.

The calculation of interest in most financing agreements in our industry has been historically based on the London Interbank Offered Rate (“LIBOR”). LIBOR has been the subject of recent national, international, and other regulatory guidance and proposals for reform. In response thereto, the Alternative Reference Rate Committee, a committee convened by the Federal Reserve that includes major market participants, has proposed the Secured Overnight Financing Rate, or “SOFR,” as an alternative rate to replace U.S. Dollar LIBOR. As a result, none of our financing arrangements currently utilizes LIBOR, and those that have a reference rate use SOFR, in-line with current market practice.

An increase in SOFR, including as a result of the interest rate increases effected by the United States Federal Reserve and the United States Federal Reserve’s recent hike of U.S. interest rates in response to rising inflation, would affect the amount of interest payable under our existing loan agreement and future financing arrangements, which, in turn, could have an adverse effect on our profitability, earnings, cash flow and ability to pay dividends. Furthermore, as a secured rate backed by government securities, SOFR may be less likely to correlate with the funding costs of financial institutions. As a result, parties may seek to adjust spreads relative to SOFR in underlying contractual arrangements. Therefore, the use of SOFR-based rates may result in interest rates and/or payments that are higher or lower than the rates and payments that were expected when interest was based on LIBOR. If SOFR performs differently than expected or if our lenders insist on a different reference rate to replace SOFR, that could increase our borrowing costs (and administrative costs to reflect the transaction), which would have an adverse effect on our profitability, earnings, and cash flows.

Our financial condition could be materially adversely affected at any time that we have not entered into interest rate hedging arrangements to hedge our exposure to the interest rates applicable to our credit facility and any other financing arrangements we may enter into in the future. Moreover, even if we enter into interest rate swaps, such as the floating to fixed interest rate swap transaction with Citibank N.A. entered into in May of 2020 and effective from June 29, 2020, or other derivative instruments for purposes of managing our interest rate exposure, our hedging strategies may not be effective and we may incur substantial losses. For more information on the interest rate swap transaction referenced in the immediately preceding sentence, please see “Item 11. Quantitative and Qualitative Disclosures about Market Risk—Interest Rate Risk.”

In order to manage our exposure to interest rate fluctuations under SOFR or any other alternative rate, we have and may from time-to-time use interest rate derivatives to effectively fix some of our floating rate debt obligations. No assurance can however be given that the use of these derivative instruments, if any, may effectively protect us from adverse interest rate movements. The use of interest rate derivatives may affect our results through mark to market valuation of these derivatives. Also, adverse movements in interest rate derivatives may require us to post cash as collateral, which may impact our free cash position. Interest rate derivatives may also be impacted by the transition from LIBOR to SOFR or other alternative rates. We expect our sensitivity to interest rate changes to increase in the future if we enter into additional debt agreements in connection with our potential acquisition of other vessels from affiliated or unaffiliated third parties.

We have previously entered into and may selectively in the future enter into derivative contracts to hedge our overall exposure to interest rate risk exposure. Entering into swaps and derivatives transactions is inherently risky and presents various possibilities for incurring significant expenses. The derivatives strategies that we employ in the future may not be successful or effective, and we could, as a result, incur substantial additional interest costs and recognize losses on such arrangements in our financial statements. Such risk may have an adverse effect on our business, financial condition, results of operations and cash flows.

We are a non-accelerated filer, and we cannot be certain if the reduced disclosure requirements applicable to us will make our common stock less attractive to investors.

We are currently a “non-accelerated filer,” as those terms are defined in the Securities Act of 1933, or the Securities Act. Accordingly, we take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not a “non-accelerated filer,” in particular, reduced disclosure obligations regarding exemptions from the provisions of Section 404(b) of the Sarbanes-Oxley Act of 2002 requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting. Decreased disclosures in our SEC filings due to our status as a “non-accelerated filer” may make it harder for investors to analyze our results of operations and financial prospects.

We cannot predict if investors will find our common units less attractive if we rely on exemptions applicable to smaller reporting companies and non-accelerated filers. 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 share price may be more volatile.

The control of our General Partner may be transferred to a third party without unitholder consent.

Our General Partner may transfer its 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 prohibit the ability of the members of our General Partner from transferring their respective membership interests in our General Partner to a third-party.

Our Sponsor and its affiliates may compete with us.

Pursuant to the Omnibus Agreement with our Sponsor and our General Partner, our Sponsor and its affiliates (other than us, and our subsidiaries) generally have agreed, for the term of the Omnibus Agreement, not to acquire, own, operate or contract for any LNG carriers acquired or placed under contracts with an initial term of four or more years. The Omnibus Agreement, however, contains significant exceptions that may allow our Sponsor or any of its affiliates to compete with us in certain circumstances, which could harm our business. For example, our Sponsor and its affiliates, subject to the restrictions contained in the Omnibus Agreement, could own and operate LNG carriers under charters of four years or more that may compete with our vessels if we do not acquire such vessels when they are offered to us pursuant to the terms of the Omnibus Agreement. See “Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions.”

Mr. Tony Lauritzen, our Chief Executive Officer, Mr. Michael Gregos, our Chief Financial Officer, and certain other officers do not devote all of their time to our business, which may hinder our ability to operate successfully.

Mr. Tony Lauritzen, our Chief Executive Officer, Mr. Michael Gregos, our Chief Financial Officer, and certain other officers who perform executive officer functions for us, are not required to work full-time on our affairs and are involved in other business activities with our Sponsor and its affiliates, which may result in their spending less time than is appropriate or necessary to manage our business successfully. Based solely on the anticipated relative sizes of our Fleet and the fleet owned by our Sponsor and its affiliates over the next twelve months, we estimate that Mr. Lauritzen, Mr. Gregos, and certain other officers may spend a substantial portion of their monthly business time on our business activities and their remaining time on the business of our Sponsor and its affiliates. However, the actual allocation of time could vary significantly from time to time depending on various circumstances and needs of the businesses, such as the relative levels of strategic activities of the businesses. 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, results of operations and cash flows.

Unitholders have limited voting rights, and our Partnership Agreement restricts the voting rights of our unitholders that own 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. On those matters that are submitted to a vote of common unitholders, each record holder of a common unit may vote according to the holder's percentage interest in us of all holders entitled to vote on such matter, although additional limited partners interests having special voting rights could be issued.

Holders of the Series A Preferred Units and Series B Preferred Units generally have no voting rights. However, holders of Series A Preferred Units and Series B Preferred Units have limited voting rights as described under "—Voting Rights."

Except as described below regarding a person or group owning more than 4.9% of any class or series of limited partner interests then outstanding, limited partners on the record date will be entitled to notice of, and to vote at, meetings of our limited partners and to act upon matters for which approvals may be solicited.

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. Any action that is required or permitted to be taken by our limited partners, or any applicable class thereof, may be taken either at a meeting of the applicable limited partners or without a meeting if consents in writing describing the action so taken are signed by holders of the number of limited partner interests necessary to authorize or take that action at a meeting. Meetings of our limited partners may be called by our Board of Directors or by limited partners owning at least 20% of the outstanding limited partner interests of the class for which a meeting is proposed. Limited partners may vote either in person or by proxy at meetings. The holders of a majority of the outstanding limited partner interests of the class, classes or series for which a meeting has been called, represented in person or by proxy, will constitute a quorum unless any action by the limited partners requires approval by holders of a greater percentage of the limited partner interests, in which case the quorum will be the greater percentage.

Each record holder of a unit may vote according to the holder's percentage interest in us, although additional limited partner interests having special voting rights could be issued. However, to preserve our ability to be exempt from U.S. federal income tax under Section 883 of the Code, if at any time any person or group, other than our General Partner and its affiliates, or a direct or subsequently approved transferee of our General Partner or its affiliates or a transferee approved by the Board of Directors, acquires, in the aggregate, beneficial ownership of more than 4.9% of any class or series of our limited partner interests then outstanding, that person or group will lose voting rights on all of its limited partner interests of such class or series in excess of 4.9%, except for the Series A Preferred Units and Series B Preferred Units, and such limited partner interests will not be considered to be outstanding when sending notices of a meeting of limited partners, calculating required votes (except for nominating a person for election to our Board of Directors), determining the presence of a quorum, or for other similar purposes. The voting rights of any such limited partner interests in excess of 4.9% will effectively be redistributed pro rata among the other limited partner interests (as applicable) holding less than 4.9% of the voting power of such class or series. Our General Partner, its affiliates and persons who acquired limited partner interests 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. Units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and his nominee provides otherwise.

Any notice, demand, request report, or proxy material required or permitted to be given or made to record holders of common units, Series A Preferred Units or Series B Preferred Units under the Partnership Agreement will be delivered to the record holder by us or by the transfer agent.

Our Partnership Agreement limits the duties our General Partner and our directors and officers may have to our unitholders and restricts the remedies available to unitholders for actions taken by our General Partner or our directors and officers.

Our Partnership Agreement provides that our Board of Directors has the authority to oversee and direct our operations, management and policies on an exclusive basis. The Partnership Act states that a member or manager’s “duties and liabilities may be expanded or restricted by provisions in the Partnership Agreement.” As permitted by the Partnership Act, our Partnership Agreement contains provisions that reduce the standards to which our General Partner and our directors and our officers 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 certain of our 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 directors and officers are entitled to make other decisions in “good faith,” meaning they reasonably 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, or our Conflicts Committee, 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 members 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, our directors or officers or those other persons engaged in actual fraud or willful misconduct.

In order to become a member of our Partnership, a common unitholder is required to agree to be bound by the provisions in the Partnership Agreement, including the provisions discussed above.

Fees and cost reimbursements, which our Manager will determine for services provided to us, will be substantial, will be payable regardless of our profitability and will reduce our cash available for distribution to our unitholders.

Our Manager, which is wholly owned by Mr. Georgios Prokopiou, is responsible for the commercial and technical management of the vessels in our Fleet pursuant to a Master Agreement (and underlying Vessel Management Agreements) (as defined in “Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions—Vessel Management”). We currently pay our Manager a fee of \$3,005 per day for each vessel for providing our vessel owning subsidiaries with technical, commercial, insurance, accounting, financing, provisions, crewing and bunkering services. In addition, we pay our Manager a commercial management fee equal to 1.25% of the gross charter hire and the ballast bonus, which is the amount paid to the shipowner as compensation for all or part of the cost of positioning the vessel to the port where the vessel will be delivered to the charterer. We incurred an aggregate expense of approximately \$8.2 million in connection with the commercial and technical management of our Fleet for the year ended December 31, 2023. The management fee increases by 3% annually unless otherwise agreed, between us, with approval of our Conflicts Committee, and our Manager. The management fees payable for the vessels may be further increased if our Manager has incurred material unforeseen costs of providing the management services, by an amount to be agreed between us and our Manager, which amount will be reviewed and approved by our Conflicts Committee.

We have further entered into an executive services agreement, or the Executive Services Agreement, on March 21, 2014, with retroactive effect to the date of the closing of our IPO, with our Manager, pursuant to which our Manager provides us with the services of our executive officers, who report directly to our Board of Directors. Under the Executive Services Agreement, our Manager is entitled to an executive services fee of €538,000 per annum, for the initial five year term and automatically renews for successive five-year terms unless terminated earlier, payable in equal monthly installments. After the expiration of the firm period, the Executive Services Agreement was automatically renewed for a successive five year term, and will continue to automatically be renewed for successive five year terms unless terminated earlier. As of December 31, 2023, we incurred approximately \$0.6 million in connection with this agreement.

Pursuant to an administrative services agreement, or the Administrative Services Agreement, that we entered into on December 30, 2014 and with effect from the date of the closing of our IPO, our Manager also provides us with certain administrative and support services (including certain financial, accounting, reporting, secretarial and information technology services) for which we currently pay a monthly fee of \$10,000, plus all related costs and expenses, payable in quarterly installments. As of December 31, 2023, we incurred \$0.1 million in connection with this agreement.

For a description of our Master Agreement, Executive Services Agreement and Administrative Services Agreement, see “Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions.” The fees and expenses payable pursuant to the Master Agreement (and underlying Vessel Management Agreements), Executive Services Agreement and the Administrative Services Agreement will be payable without regard to our financial condition or results of operations. The payment of such fees could adversely affect our ability to pay cash distributions to our unitholders.

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 our Sponsor’s consent, unless our Sponsor’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, including our Sponsor, own sufficient units to be able to prevent its removal. The vote of the holders of at least 66 2/3% of all outstanding common units (including common units held by the General Partner and its Affiliates) voting together as a single class is required to remove our General Partner. Our Sponsor currently owns 15,595,000 of our common units, representing approximately 42.4% of the outstanding common units.
- Our Partnership Agreement contains provisions that limit the removal of members of our Board of Directors. Appointed Directors may be removed (i) without Cause (as defined in the Partnership Agreement) only by the General Partner and (ii) with Cause only by the General Partner, the vote of the holders of a majority of the outstanding units at a properly called meeting of our Limited Partners, or by vote of the majority of the other members of our Board of Directors. Elected Directors may be removed with Cause only by vote of the majority of the other members of our Board of Directors or by a vote of the majority of the outstanding common units at a properly called meeting of our Limited Partners.
- Common unitholders are entitled to elect only three of the five members of our Board of Directors. Our General Partner in its sole discretion appoints the remaining two directors.
- Election of the three directors elected by unitholders is staggered, meaning that the members of only one of three classes of our elected directors are selected each year. In addition, the two directors appointed by our General Partner serve until a successor is duly appointed by the 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 the Partnership Agreement providing that if at any time any person or group, other than our General Partner and its affiliates, or a direct or subsequently approved transferee of our General Partner or its affiliates or a transferee approved by the Board of Directors, acquires, in the aggregate, beneficial ownership of more than 4.9% of any class or series of our limited partner interests then outstanding, that person or group will lose voting rights on all of its limited partner interests of such class or series in excess of 4.9%, except for the Series A Preferred Units and Series B Preferred Units, and such limited partner interests will not be considered to be outstanding when sending notices of a meeting of limited partners, calculating required votes (except for nominating a person for election to our Board of Directors), determining the presence of a quorum, or for other similar purposes. The voting rights of any such limited partner interests in excess of 4.9% will effectively be redistributed pro rata among the other limited partner interests (as applicable) holding less than 4.9% of the voting power of such class or series. Our General Partner, its affiliates and persons who acquired limited partner interests 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. Units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and his nominee provides otherwise.
- There are no restrictions in our Partnership Agreement on our ability to issue additional equity securities.

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

As a unitholder, you may not have limited liability if a court finds that unitholder action constitutes control of our business.

As a limited partner in a 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, except for those contractual obligations of the Partnership that are expressly made without recourse to our General Partner, including as set forth in the Partnership Agreement. 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 pay distributions, which would reduce the amount of credit available to be used in connection with the operation of our business.

Our Partnership Agreement allows us to make working capital borrowings to pay distributions. Accordingly, if we have available borrowing capacity and we are permitted to make distributions under our debt and other agreements, we can make 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 distributions will reduce the amount of working capital borrowings we can make for operating our business. For more information, see "Item 5. Operating and Financial Review and Prospects."

We are dependent on our affiliated Manager for the management of our Fleet and for the provision of executive management and financial support services.

We subcontract the commercial and technical management of our Fleet, including crewing, maintenance and repair pursuant to the Master Agreement with our affiliated Manager for the commercial and technical management of our Fleet. The loss of our Manager's services or its failure to perform its obligations to us could materially and adversely affect the results of our operations. In addition, our Manager provides us with significant management, administrative, executive, financial and other support services.

In addition, our ability to enter into new charters and expand our customer relationships depends largely on our ability to leverage our relationship with our Manager and its reputation and relationships in the shipping industry. If our Manager suffers material damage to its reputation or relationships, it may harm our ability to:

- renew existing charters upon their expiration;
- obtain new charters;

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- successfully interact with shipyards;
- obtain financing on commercially acceptable terms;
- maintain access to capital under the Sponsor credit facility; or
- maintain satisfactory relationships with suppliers and other third-parties.

Our business will be harmed if our Manager fails to perform these services satisfactorily, if they cancel their agreements with us or if they stop providing these services to us. Our operational success and ability to execute our growth strategy will depend significantly upon the satisfactory performance of these services by our Manager and the reputation of our Manager.

Our current time charters and our \$675 Million Credit Facility prevent us from changing our Manager.

Our ability to change the Manager of the vessels in our Fleet to another affiliated or third-party manager, is prohibited, without prior written consent, by provisions in our current time charters, the terms of our \$675 Million Credit Facility and the Manager's Undertaking delivered by the Manager in connection with the \$675 Million Credit Facility. In addition, we cannot assure you that future debt agreements or time charter contracts with our existing or new lenders or charterers, respectively, will not contain similar provisions.

Since our Manager is a privately held company and there is little or no publicly available information about it, an investor could have little advance warning of potential financial and other problems that might affect our Manager that could have a material adverse effect on us.

The ability of our Manager to continue providing services for our benefit will depend in part on its own financial strength. Circumstances beyond our control could impair our Manager's financial strength, and because it is privately held, it is unlikely that information about its financial strength would become public unless our Manager began to default on its obligations. As a result, an investor in our units might have little advance warning of problems affecting our Manager, even though these problems could have a material adverse effect on us.

Our Manager may be unable to attract, provide and retain key management personnel, which may negatively impact the effectiveness of our management and our results of operation.

Our success depends to a significant extent upon the abilities and the efforts of our executive officers, whose services are provided to us by our Manager pursuant to an Executive Services Agreement. 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 business and results of operations.

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

LNG carriers require a technically skilled officer staff with specialized training. As the world LNG carrier fleet continues to grow, the demand for technically skilled officers and crew has been increasing. If we or our third-party vessel Manager is unable to employ technically skilled staff and crew, we will not be able to adequately staff our vessels. A material decrease in the supply of technically skilled officers or an inability of our Manager 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 pay quarterly distributions to our common and preferred unitholders.

We are a holding company, and our ability to make cash distributions to our unitholders will be limited by the value of investments we currently hold and by the distribution of funds from our subsidiaries.

We are a holding company whose assets mainly consist of equity interests in our subsidiaries. As a result, our ability to make cash distributions to our unitholders will depend on the performance of our operating subsidiaries. If we are not able to receive sufficient funds from our subsidiaries, we will not be able to pay 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.

Due to our lack of diversification, adverse developments in our LNG shipping business could reduce our ability to make distributions to our unitholders.

We rely exclusively on the cash flow generated from our LNG carriers. Due to our lack of diversification, an adverse development in the LNG shipping 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 businesses.

If we are unable to acquire LNG vessels from our Sponsor or other third parties, we may explore opportunities to expand into other shipping sectors.

As of the date of this annual report, all of our remaining options under the Omnibus Agreement to acquire interests in our Sponsor's existing vessels have expired unexercised.

Pursuant to the Omnibus Agreement entered into among us, our Sponsor and our General Partner, we continue to have the right, but not the obligation, to purchase from our Sponsor any LNG carriers acquired or placed under contracts with an initial term of four or more years, for so long as the Omnibus Agreement is in full force and effect. To the extent we seek and are unable to successfully negotiate acquisitions of LNG vessels from our Sponsor or other third parties, we may seek to expand into other sectors of the shipping industry.

Additionally, we continuously evaluate potential transactions that we believe will be accretive to earnings, enhance unitholder value or are in the best interests of the Partnership. These transactions may include pursuing business combinations; acquiring vessels or related businesses (or otherwise expanding our operations), including in sectors outside of the LNG shipping sector (such as, the oil tanker sector); repaying existing debt; repurchasing of our units; and undertaking short term investments and other transactions.

If we are unable to undertake such transactions on acceptable terms, or at all, we may be unable to implement our business strategy, which would have a material adverse effect on our financial condition and results of operations and impair our ability to service our indebtedness.

We may experience operational problems with vessels that reduce revenue and increase costs.

LNG carriers are complex and their operation is technically challenging. Marine transportation operations are subject to mechanical risks and problems, including, among others, business interruptions caused by mechanical failure, human error, war, terrorism, disease (such as the COVID-19 pandemic) and quarantine, or political action in various countries. Operational problems may lead to loss of revenue or higher than anticipated operating expenses or require additional capital expenditures. Any of these results could harm our business, financial condition, results of operations and ability to make cash distributions to our unitholders.

Actions taken by our Board of Directors may have a material adverse effect on the amount of cash available for distribution to unitholders.

The amount of cash that is available for distribution to unitholders is affected by decisions of our Board of Directors regarding such matters as:

- the amount and timing of asset purchases and sales;
- cash expenditures;
- borrowings;
- estimates of maintenance and replacement capital expenditures;
- the issuance of additional units; and
- the creation, reduction or increase of reserves in any quarter.

In addition, borrowings by us and our affiliates do not constitute a breach of any duty owed by our General Partner or our directors to our unitholders, including borrowings that have the purpose or effect of enabling our General Partner or its affiliates to receive distributions or incentive distribution rights.

Our Partnership Agreement provides that we and our subsidiaries may borrow funds from our General Partner and its affiliates. However, our General Partner and its affiliates may not borrow funds from us or our subsidiaries. We are currently unable to pay distributions to our common unit holders due to restrictions in our \$675 Million Credit Facility.

Risks Relating to Our Industry

Our future growth and performance depend on continued growth in LNG production and demand for LNG and LNG shipping.

A complete LNG project includes production, liquefaction, storage, regasification and distribution facilities, in addition to the marine transportation of LNG. Increased infrastructure investment has led to an expansion of LNG production capacity in recent years, but material delays in the construction of new liquefaction facilities could constrain the amount of LNG available for shipping, reducing vessel utilization. While global LNG demand has continued to rise, it has risen at a slower pace than previously predicted and the rate of its growth has fluctuated due to several factors, including the current global economic crisis and continued economic uncertainty, fluctuations in the price of natural gas and other sources of energy, the continued acceleration in natural gas production from unconventional sources in regions such as North America and the highly complex and capital intensive nature of new or expanded LNG projects, including liquefaction projects. Continued growth in LNG production and demand for LNG and LNG shipping could be negatively affected by a number of factors, including, without limitation:

- 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 cost of natural gas derived from LNG relative to the cost of natural gas generally;
- 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;
- 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, decreases in the price of alternative energy sources or other factors making consumption of natural gas less attractive;
- changes in governmental and maritime self-regulatory organizations' rules and regulations or actions taken by regulatory authorities;
- environmental concerns and uncertainty around new regulations in relation to, amongst others, new technologies which may delay the ordering of new vessels;
- any significant explosion, spill or other incident involving an LNG facility or carrier;
- infrastructure constraints, including but not limited to, delays in the construction of liquefaction facilities, the inability of project owners or operators to obtain governmental approvals to construct or operate LNG facilities, as well as community or political action group resistance to new LNG infrastructure due to concerns about the environment, safety and terrorism;
- labor or political unrest or military conflicts affecting existing or proposed areas of LNG production or regasification;
- concerns regarding pandemics, such as the COVID-19 outbreak, other diseases and viruses, safety and terrorism;

- decreases in the price of LNG, which might decrease the expected returns relating to investments in LNG projects;
- new taxes or regulations affecting LNG production or liquefaction that make LNG production less attractive; or
- 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 and LNG shipping or any reduction or limitation in LNG production capacity, could have a material adverse effect on our ability to secure future multi-year time charters upon expiration or early termination of our current charter arrangements, or for any new ships we acquire, which could harm our business, financial condition, results of operations and cash flows, including cash available for distribution to our unitholders.

Fluctuations in overall LNG demand growth could adversely affect our ability to secure future time charters.

According to Drewry Shipping Consultants Ltd., or Drewry, LNG trade has increased during 2016 and 2021. While India and China were main drivers of LNG trade during 2016-18, Europe played a dominant role in 2019. China's LNG import growth rate declined 14.8% year over year to 61.9 million tons in 2019. Previously, China's LNG import grew 46.1% year over year in 2017 and 41.1% in 2018. In 2019, France's LNG imports more than doubled to 16 million tons, compared to 2018. Spain's LNG imports grew 61.0% year over year in 2019 to 16.1 million tons. In 2019, LNG trade grew by 11.5% year over year to 349 million tons. However, demand from the key Asian importers, Japan and South Korea declined in 2019 as a change in priorities has marked a shift back to nuclear energy and increased focus on renewables. In 2020, the coronavirus (COVID-19) outbreak had an adverse impact on LNG trade as many economies imposed lockdowns. Global LNG trade grew at only 0.7% year over year in 2020 compared to 13.3% year over year in 2019 and 7.8% year over year in 2018. Following slump in LNG demand in Asian countries, many U.S. cargos were cancelled. Global LNG trade grew 6.5% year over year in 2021 mainly driven by recovery in global economy and higher LNG demand. Increasing LNG imports from Europe led to a 7.8% year over year increase in global LNG trade to 401.4 million tons per annum in 2022. The global economic slowdown and high inventory levels capped the LNG trade growth in 2023.

Volatile natural gas and oil prices may adversely affect our growth prospects and results of operations.

Natural gas prices are volatile in certain geographic areas. Natural gas prices are affected by numerous factors beyond our control, including but not limited to the following:

- price and availability of crude oil and petroleum products;
- worldwide and regional supply of, demand for and price of natural gas;
- the costs of exploration, development, production, transportation and distribution of natural gas;
- expectations regarding future energy prices for both natural gas and other sources of energy, including renewable energy sources;
- 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, including an economic downturn caused by the spread of the novel COVID-19 virus;
- political and military conflicts including the war between Russia and Ukraine and the war between Israel and Hamas; and
- the availability and cost of alternative energy sources, including alternate sources of natural gas in gas importing and consuming countries as well as alternate sources of primary energy such as renewables.

- LNG prices surged in 2022 on account of high European LNG demand, low inventory levels and geopolitical uncertainty. After peaking in August 2022, LNG prices have declined on account of mild winter in Europe and higher European inventory levels. LNG prices declined in 2023 due to high inventory levels both in Europe and Asia, mild winter and improved global supply of LNG. A continuation of current low natural gas and LNG prices could negatively affect us in a number of ways, including the following a reduction in exploration for or development of new natural gas reserves or projects, or the delay or cancellation of existing projects as energy companies lower their capital expenditures budgets, which may reduce our growth opportunities;
- low oil prices negatively affecting the market price of natural gas, to the extent that natural gas prices are benchmarked to the price of crude oil, in turn negatively affecting the economics of potential new LNG production projects, which may reduce our growth opportunities;
- high oil prices negatively affecting the competitiveness of natural gas to the extent that natural gas prices are benchmarked to the price of crude oil;
- low gas prices globally and/or weak differentials between prices in the Atlantic Basin and the Pacific Basin leading to reduced inter-basin trading of LNG and reduced demand for LNG shipping;
- lower demand for vessels of the types we own and operate, which may reduce available charter rates and revenue to us upon redeployment of our vessels following expiration or termination of existing contracts or upon the initial chartering of vessels;
- customers potentially seeking to renegotiate or terminate existing vessel contracts, or failing to extend or renew contracts upon expiration;
- the inability or refusal of customers to make charter payments to us due to financial constraints or otherwise; or
- declines in vessel values, which may result in losses to us upon vessel sales or impairment charges against our earnings and could impact our compliance with the covenants in our loan agreements.

We may have more difficulty entering into multi-year time charters in the future if an active spot LNG shipping market continues to develop.

One of our principal strategies is to enter into additional LNG carrier long-term time charters. Most shipping requirements for new LNG projects continue to be provided on a multi-year basis, although the level of spot voyages and time charters of less than 24 months in duration has grown in the past few years. If an active spot market continues to develop, we may have increased difficulty entering into multi-year time charters upon expiration or early termination of our current charters or for any vessels that we acquire in the future and, as a result, our cash flow may be less stable. In addition, an active spot LNG market may require us to enter into charters based on changing market prices, as opposed to contracts based on a fixed rate, which could result in a decrease in our cash flow in periods when the market price for shipping LNG is depressed which may lead to insufficient funds to cover our financing and other costs for our vessels.

Hire rates for LNG carriers may fluctuate substantially. If rates are lower when we are seeking a new charter, our revenues and cash flows may decline.

Our ability, from time to time, to charter or re-charter any vessel at favorable rates will depend on, among other things, the prevailing economic conditions in the LNG industry. Hire rates for LNG carriers may fluctuate over time as a result of changes in the supply-demand balance relating to current and future vessel capacity. This supply-demand relationship largely depends on a number of factors outside our control. The LNG charter market is connected to world natural gas prices and energy markets, which we cannot predict. A substantial or extended decline in demand for natural gas or LNG, including due to effects caused by the spread of the novel COVID-19 virus, could adversely affect our ability to charter or re-charter our vessels at acceptable rates or to acquire and profitably operate new vessels. Hire rates for newbuildings are correlated with the price of newbuildings. Hire rates, at a time when we may be seeking new charters, may be lower than the hire rates at which our vessels are currently chartered. If hire rates are lower when we are seeking a new charter, our revenues and cash flows, including cash available for distributions to our unitholders, may substantially decline, as we may only be able to enter into new charters at reduced or unprofitable rates or we may have to secure a charter in the spot market, where hire rates are more volatile. Prolonged periods of low charter hire rates or low vessel utilization could also have a material adverse effect on the value of our assets.

Vessel values may fluctuate substantially and, if these values are lower at a time when we are attempting to dispose of vessels, we may incur a loss.

Factors that influence vessel values include:

- 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; and
- the cost of retrofitting or modifying second-hand vessels, if possible, 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 a material 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 are likely significant. If a charter terminates, we may be unable to re-deploy the affected vessels at favorable rates and, rather than continue to incur costs to maintain and finance them, we may seek to dispose of them. A sustained decline in charter rates and employment opportunities could adversely affect the market value of our vessels, on which certain of the ratios and financial covenants with which we are required to comply are based. A significant decline in the market value of our vessels could impact our compliance with the covenants in our loan agreements. Our inability to dispose of vessels at a reasonable value could result in a loss on their sale and adversely affect our ability to purchase a replacement vessel. Our inability to dispose of vessels at a reasonable value could also adversely affect our results of operations, financial condition and our ability to pay distributions at all to our unitholders.

An oversupply of ships or delays or abandonment of planned projects may lead to a reduction in the charter hire rates we are able to obtain when seeking charters in the future.

According to Drewry, during the period from 2011 to March, 2024, the global fleet of LNG carriers grew from 360 to 719 vessels due to the construction and delivery of new LNG carriers and low levels of vessel demolitions. Only 33 LNG carriers, representing 4.6% of the LNG vessels currently in service, have an Ice Class 1A and Ice-class 1A super designation or equivalent rating, according to Drewry.

Although the global newbuilding orderbook dropped sharply in 2008, 2009 and 2010, ordering activity increased in 2011 and 2012 in light of Fukushima nuclear disaster. According to Drewry, a total of 56 LNG carrier newbuilding orders were placed in 2011 and 34 in 2012. In 2013 and 2014 ordering activity remained firm and a total of 100 newbuild orders were placed. New orders declined in 2015 to 32, followed by only 7 new orders placed in 2016. In 2017, 14 new LNG orders were placed, however; in 2018 low newbuilding prices and high charter rates attracted investment in the LNG market and 76 LNG carriers (which includes LNG bunkering and small scale LNG carriers) were ordered during the year. Strong new order momentum continued in 2019 with 61 LNG carriers ordered in 2019. In 2020, 55 LNG vessels were ordered. Qatar's LNG newbuilding berth reservation and quicker than expected recovery in LNG trade prompted companies to secure new vessels before newbuilding prices strengthen. New orders for LNG vessels have surged in the last two years and 84 and 175 LNG vessels were ordered in 2021 and 2022 respectively. Qatar's mega-LNG carrier order comprised 66 of the total orders in 2022, while major shipowners jumped in to secure shipbuilding slots in a market with tight shipbuilding capacity and rising newbuild prices. In 2023, investments in LNG shipping eased in 2023 with new orders for 73 LNG vessels. Tight shipbuilding capacity until 2027 and high newbuild prices discouraged some shipowners to an extent. As of March, 2024, the newbuilding orderbook consisted of vessels with a combined capacity of 58.9 million cbm, equivalent to 54.8% of the current global LNG carrier fleet capacity, according to Drewry. The delivery of these newbuildings will be spread out between 2024 and 2029.

According to Drewry, as of March 31, 2024, there were 52 LNG carriers in the size range of 149,000-155,000 cbm in the LNG trading fleet, of which 45 have membrane cargo containment system. There are no LNG carriers in the same size segment on orderbook, which have moss spherical containment system.

Increasing scrutiny and changing expectations from investors, lenders and other market participants with respect to our Environmental, Social and Governance (“ESG”) policies may impose additional costs on us or expose us to additional risks.

Companies across all industries are facing increasing scrutiny relating to their ESG policies. Investor advocacy groups, certain institutional investors, investment funds, lenders and other market participants are increasingly focused on ESG practices and in recent years have focused on the implications and social cost of their investments. Equityholder proposals submitted on environmental matters and, in particular, climate-related proposals have increased for the second consecutive year and those submitted environmental proposals that did go to a vote received greater shareholder support than previous years. The increased attention and activism related to ESG and similar matters may hinder access to capital, as investors and lenders may decide to reallocate capital or to not commit capital as a result of their assessment of a company's ESG practices. Companies which do not adapt to or comply with investor, lender, or other industry shareholder expectations and standards, which are evolving, or which are perceived to have not responded appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, may suffer from reputational damage and incur costs related to litigation, and the business, financial condition, and/or stock price of such a company could be materially and adversely affected.

We may face increasing pressures from investors, lenders, and other market participants, who are increasingly focused on climate change, to prioritize sustainable energy practices, reduce our carbon footprint, and promote sustainability. As a result, we may be required to implement more stringent ESG procedures or standards so that our existing and future investors and lenders remain invested in us and make further investments in us, especially given the highly focused and specific trade of crude oil transportation in which we are engaged. Such ESG corporate transformation calls for an increased resource allocation to serve the necessary changes in that sector, increasing costs and capital expenditure. If we do not meet these standards, our business and/or our ability to access capital could be harmed.

On March 6, 2024, the SEC adopted final rules to enhance and standardize climate-related disclosures by public companies and in public offerings. The final rules will become effective 60 days following publication of the adopting release in the Federal Register. The SEC rules are being challenged in federal court. On March 15, 2024, the Fifth Circuit Court of Appeals stayed application of these rules pending further judicial review, but on March 25, 2024 the Fifth Circuit Court of Appeals ordered the transfer of the petition to the Eighth Circuit Court of Appeals and the dissolution of the administrative stay. On April 4, 2024, the SEC voluntarily stayed its final rules pending completion of judicial review of the challenges. The impact of the ongoing litigation with respect to the content of these rules or the timing of their effectiveness is uncertain. Costs of compliance with these new rules may be significant and may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

Additionally, certain investors and lenders may exclude LNG transport companies, such as us, from their investing portfolios altogether due to environmental, social, and governance factors. These limitations in both the debt and equity capital markets may affect our ability to grow as our plans for growth may include accessing the equity and debt capital markets. If those markets are unavailable, or if we are unable to access alternative means of financing on acceptable terms, or at all, we may be unable to implement our business strategy, which would have a material adverse effect on our financial condition and results of operations and impair our ability to service our indebtedness. Further, it is likely that we will incur additional costs and require additional resources to monitor, report, and comply with wide ranging ESG requirements. The occurrence of any of the foregoing could have a material adverse effect on our business and financial condition.

Further technological advancements and other innovations affecting LNG carriers could reduce the charter hire rates we are able to obtain when seeking new employment and this could adversely impact the value of our assets and our future financial performance.

The charter rates, asset value and operational life of an LNG carrier are determined by a number of factors, including but not limited to, the vessel's efficiency, operational flexibility and physical life. Efficiency includes speed and fuel economy. Flexibility includes the ability to enter harbors, utilize related docking facilities and pass through canals and straits. Physical life is related to the original design and construction, the ongoing maintenance and the impact of operational stresses on the asset. If more advanced ship designs are developed in the future and new ships are built that are more efficient, more flexible or have longer physical lives than our Fleet, competition from these more technologically advanced LNG carriers could adversely affect the charter hire rates we will be able to secure when we seek to re-charter our vessels upon expiration or early termination of our current charter arrangements. Such an adverse impact could also reduce the resale value of our vessels and adversely affect our revenues and cash flows, including any cash available for distributions to our unitholders.

If we cannot meet our charterers' quality and compliance requirements, we may not be able to operate our vessels profitably which could have an adverse effect on our future financial performance.

Customers, and particularly those in the LNG industry, have a high and increasing focus on quality and compliance standards with their suppliers across the entire value chain, including the shipping and transportation segment. Our continuous compliance with these standards and quality requirements is vital for our operations. Related risks could materialize in multiple ways, including a sudden and unexpected breach in quality and/or compliance concerning one or more vessels, and/or a continuous decrease in the quality concerning one or more LNG carriers occurring over time. Moreover, continuous, modified and increasing requirements and standards from LNG industry constituents may further complicate our ability to meet such requirements and standards. Any noncompliance by the Partnership, either suddenly or over a period of time, on one or more LNG carriers, or an increase or modification in requirements by our charterers above and beyond what we deliver, may have a material adverse effect on our future performance, results of operations, cash flows, financial position and our ability to make distributions to our unitholders.

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

Historically, our revenue has been generated in U.S. Dollars, but we incur capital, operating and administrative expenses in multiple currencies, including, among others, the Euro. If the U.S. Dollar weakens significantly, we would be required to convert more U.S. Dollars to other currencies to satisfy our obligations, which may cause us to have less or no cash available for distribution to our unitholders. Because we report our operating results in U.S. Dollars, changes in the value of the U.S. Dollar may also result in fluctuations in our reported revenues and earnings. In addition, under U.S. GAAP, all foreign currency-denominated monetary assets and liabilities, such as cash and accounts payable, are revalued and reported based on the prevailing exchange rate at the end of the reporting period. This revaluation may cause us to report significant non-monetary foreign currency exchange gains and losses in certain periods.

An increase in operating expenses, dry-docking costs, bunker costs and/or other capital expenses could materially and adversely affect our financial performance.

Our operating expenses and dry-dock 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 may affect the entire shipping industry. Also, while we do not bear the cost of fuel (bunkers) under our time charters, fuel is a significant expense in our operations when our vessels are, for example, moving to or from dry-dock or when off-hire. The price and supply of fuel are unpredictable and fluctuate based on events and factors outside our control, including geopolitical developments (such as the ongoing war between Russia and Ukraine, and the war between Israel and Hamas), supply and demand for oil and gas, actions by the Organization of the Petroleum Exporting Countries, or OPEC, and other oil and gas producers, war and unrest in oil-producing countries and regions, political instability, regional production patterns and environmental concerns. These events and factors may increase vessel operating and dry-docking costs further, which could materially and adversely affect our future performance, results of operations, cash flows, financial position and our ability to make distributions to our unitholders.

In addition, capital expenditures and other costs necessary for maintaining a vessel in good operating condition generally increase as the vessel ages. Accordingly, it is likely that the operating costs of our vessels and capital expenditures required will increase in the future, which will have a direct impact on our future performance, results of operations, cash flows, financial position and our ability to make distributions to our unitholders.

The operation of LNG carriers is inherently risky and an incident involving significant loss of or environmental consequences involving any of our vessels could harm our reputation and business.

Our vessels and their respective cargoes are at risk of being damaged or lost because of events and factors that include but are not limited to:

- marine disasters;
- piracy;
- environmental accidents and hazards;
- weather;
- mechanical failures;
- grounding, fire, explosions and collisions;
- human error; and
- political unrest, war, including the war between Russia and Ukraine, the war between Israel and Hamas or the Houthi crisis in the Red Sea, 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;
- delays or failure in the delivery of cargo;
- loss of revenues from or termination of charter contracts;
- governmental fines, penalties or restrictions on conducting business;
- spills, pollution and the liability associated with the same;

- higher insurance rates; and
- damage to our reputation and customer relationships generally.

Any of these events could result in a material adverse effect on our future performance, results of operations, cash flows, financial position and our ability to make distributions to our unitholders. 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. The loss of earnings while these vessels are being repaired, as well as the actual cost of these repairs, would decrease or materially and adversely impact our results of operations. If any of our vessels is involved in an accident with the potential risk of environmental consequences, the resulting media coverage may also have a material adverse effect on our business, results of operations and cash flows, which in turn could weaken our financial condition and materially and adversely affect our ability to pay distributions to our unitholders.

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

The operation of LNG carriers is inherently risky. Although we carry protection and indemnity insurance consistent with industry standards, all of our potential risks may not be adequately insured against, and any particular claim may not be paid or covered. 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 and increasing environmental regulations have led to increased insurance costs, and in the future, may result in the lack of availability of, insurance against risks of marine disasters, environmental damage or pollution. A marine disaster could exceed our insurance coverage, which could harm our business, financial condition and operating results. 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 vessels failure to maintain their respective certifications 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 or limited than our existing coverage.

Our vessels may suffer damage and we may face unexpected costs and off-hire days.

In the event of damage to our owned vessels, the damaged vessel would be off-hire while it is being repaired, which would decrease our revenues and cash flows, including cash available for distributions to our unitholders. In addition, the costs of vessel repairs are unpredictable and can be substantial. In the event of repair costs that are not covered, whether in whole or in part, by our insurance policies, we may have to pay such repair costs, which would decrease our earnings and cash flows.

Volatile economic conditions may adversely impact our ability to obtain financing or refinance our current or future credit facilities and other financing arrangements, including our \$675 Million Credit Facility, on acceptable terms, which may hinder or prevent us from operating or expanding our business.

Various macroeconomic factors, including rising inflation, higher interest rates, global supply chain constraints, and the effects of overall economic conditions and uncertainties such as those resulting from the current and future conditions in the global financial markets, could adversely affect our business, results of operations, financial condition and ability to pay distributions. Inflation and rising interest rates may negatively impact us by increasing our operating costs and our cost of borrowing. Interest rates, the liquidity of the credit markets and the volatility of the capital markets could also affect the operation of our business and our ability to raise capital on favorable terms, or at all. Adverse economic conditions also affect demand for LNG and LNG shipping which could result in significant decreases in rates we obtain for chartering our ships. In addition, the cost for crew members, oils and bunkers, and other supplies may increase. In addition, we may experience losses on our holdings of cash and investments due to failures of financial institutions and other parties. Difficult economic conditions may also result in a higher rate of losses on our accounts receivable due to credit defaults. As a result, downturns in the worldwide economy could have a material adverse effect on our business, results of operations, financial condition and ability to pay distributions.

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The world economy continues to face a number of actual and potential challenges, including the war between Ukraine and Russia and between Israel and Hamas, Russia and NATO tensions, China and Taiwan disputes, United States and China trade relations, instability between Iran and the West, hostilities between the United States and North Korea, political unrest and conflicts in the Middle East, the South China Sea region, and in other geographic countries and areas, terrorist or other attacks (including threats thereof) around the world, war (or threatened war) or international hostilities, and epidemics or pandemics, such as COVID-19. For example, due in part to fears associated with the spread of COVID-19 (as more fully described above), global financial markets experienced significant volatility which may continue as the pandemic evolves, resurges, or a new COVID-19 variant emerges.

Such instability and volatility have negatively affected the general willingness of banks, other financial institutions and lenders to extend credit, particularly in the shipping industry, due to the historically volatile asset values of vessels. Credit markets and the debt and equity capital markets have been distressed and the uncertainty surrounding the future of the global credit markets has resulted in reduced access to credit worldwide. These issues, along with significant write-offs in the financial services sector, the re-pricing of credit risk and the uncertain economic conditions, have made, and may continue to make, it difficult to obtain additional financing. The current state of global financial markets and current economic conditions might adversely impact our ability to issue additional equity at prices that will not be dilutive to our existing unitholders or preclude us from issuing equity at all. Economic conditions may also adversely affect the market price of our common units.

Beginning in February of 2022, the United States, European Union, United Kingdom and other countries announced various economic sanctions against Russia in connection with the aforementioned conflicts in Ukraine, which may adversely impact our business. Our business could also be adversely impacted by trade tariffs, trade embargoes or other economic sanctions that limit trading activities by the United States or other countries against countries in the Middle East, Asia or elsewhere as a result of terrorist attacks, hostilities or diplomatic or political pressures. On March 8, 2022, President Biden issued an executive order prohibiting the import of certain Russian energy products into the United States, including LNG. Additionally, the executive order prohibits any new investments in the Russian energy sector by U.S. persons, among other restrictions.

Further, we may not be able to access our existing cash due to market conditions. For example, in 2023, the Federal Deposit Insurance Corporation (FDIC) took control and was appointed receiver of each of Silicon Valley Bank, Signature Bank and First Republic Bank (all banks unrelated to us and our activities). If other banks and financial institutions enter receivership or become insolvent in the future in response to financial conditions affecting the banking system and financial markets, our ability to access our existing cash may be threatened and could have a material adverse effect on our business and financial condition. In addition, if a bank, or the public, believes that a bank is not stable, the bank may institute procedures or rules to limit withdrawals and access to funds, which, if implemented, would have a material adverse effect on our business and financial condition.

Also, as a result of concerns about the stability of financial markets generally and the solvency of counterparties specifically, the cost of obtaining money from the credit markets has increased as a result of increases in interest rates, stricter lending standards, refusals to extend debt financing at all or on similar terms as existing debt arrangements, reductions, and in some cases, termination of funding to borrowers on the part of many lenders. Due to these factors, we cannot be certain that financing or any alternatives will be available to the extent required, or that we will be able to finance or refinance our current or future credit facilities and other financing arrangements, including our \$675 Million Credit Facility, at or prior to maturity, on acceptable terms or at all. If financing or refinancing is not available when needed, or is available only on unfavorable terms, we may be unable to meet our obligations as they come due or we may be unable to enhance our existing business, complete the acquisition of newbuildings (if any) and additional vessels or otherwise take advantage of business opportunities as they arise.

A cyber-attack could materially disrupt our business.

We rely on information technology systems and networks in our operations and the administration of our business. A successful cyber-attack could materially and adversely disrupt our business and operations, including the safety of our operations and systems, and the availability of our vessels and facilities or lead to unauthorized release of information or data or alteration of information or data in our systems, which could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for distributions to our unitholders. We are subject to laws, directives, and regulations relating to the collection, use, retention, disclosure, security and transfer of personal data. These laws, directives, and regulations, and their interpretation and enforcement continue to evolve and may be inconsistent from jurisdiction to jurisdiction. Compliance with emerging and changing privacy and data protection requirements may cause us to incur substantial costs or require us to change our business practices. Noncompliance with our legal obligations relating to privacy, security and data protection could result in penalties, fines, legal proceedings by governmental entities or others, loss of reputation, legal claims by individuals and customers and significant legal and financial exposure and could affect our ability to retain and attract customers. Changes or increases in the nature of cyber or security-threats and/or changes to industry standards and regulations might require us to adopt additional or modified procedures for monitoring cybersecurity, which may require us to incur additional expenses and/or additional capital expenditures. However, the impact of such regulations is difficult to predict at this time.

Moreover, cyber-attacks against the Ukrainian government and other countries in the region have been reported in connection with the war between Russia and Ukraine. To the extent such attacks have collateral effects on global critical infrastructure or financial institutions or us, such developments could adversely affect our business, operating results and financial condition. At this time, it is difficult to assess the likelihood of such threat and any potential impact.

In July 2023, the SEC adopted rules requiring the mandatory disclosure of material cybersecurity incidents, as well as cybersecurity governance and risk management practices. A failure to disclose such incidents could result in the imposition of injunctions, fines and other penalties by the SEC. Complying with these obligations could cause us to incur substantial costs and could increase negative publicity surrounding any cybersecurity incident.

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

The hull and machinery of every commercial LNG carrier must be classed by a classification society. The classification society certifies that the vessel has been built and maintained in accordance with the applicable rules and regulations of that classification society. Moreover, every vessel must comply with all applicable international conventions and the regulations of the vessel's flag state as verified by a classification society. Finally, each vessel must successfully undergo periodic surveys, including annual, intermediate and five-year special surveys performed under the classification society's rules.

If any vessel does not maintain its class, it will lose its insurance coverage and be unable to trade, and the vessel's owner will be in breach of relevant covenants under its financing arrangements. Failure to maintain the class of one or more of our vessels could have a material adverse effect on our business, financial condition, results of operations and cash flows, including cash available for distributions to our unitholders.

The LNG shipping 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, state and local environmental laws, regulations, treaties, conventions and standards, which are in force in international waters, in the jurisdictional waters of the countries in which our vessels operate and in the countries in which our vessels are registered. These requirements relate to compliance with applicable legislation and minimizing our environmental footprint (of our operations both onboard and ashore). We expect to incur substantial expenses in complying with these requirements, including, but not limited to, costs relating to air emissions, including greenhouse gases, sulfur emissions, the management of ballast waters, maintenance and inspection, development and implementation of emergency procedures and insurance coverage. We could also incur substantial costs, including clean-up costs, civil and criminal penalties and sanctions, the suspension or termination of operations and third-party claims as a result of violations of, or liabilities under, such laws and regulations.

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In addition, these requirements can affect the resale value or useful lives of our vessels, require a reduction in cargo capacity, necessitate vessel modifications or operational changes or restrictions or lead to decreased availability of insurance coverage for environmental matters. These affects could further result in the denial of access to certain jurisdictional waters or ports or detention in certain ports. We are required to obtain governmental approvals and permits to operate our vessels and to also to maintain environmental manuals and plans. Any delays in obtaining such governmental approvals may increase our expenses, and the terms and conditions of such approvals could materially and adversely affect our future performance, results of operations, cash flows, financial position and our ability to make distributions to our unitholders.

Additional laws and regulations may be adopted in the future that could limit our ability to do business or increase our operating costs, which could materially and adversely affect our business. For example, new or amended legislation relating to ship recycling, sewage systems, emission control (including emissions of greenhouse gases) as well as ballast water treatment and ballast water handling may be adopted. The United States has enacted legislation and regulations that require more stringent controls of air and water emissions from ocean-going ships. Such legislation or regulations may require additional capital expenditures or operating expenses (such as increased costs for low-sulfur fuel or costs related to the installation of scrubbers for cleaning exhaust gas) in order for us to maintain our vessels' compliance with international and/or national regulations. We also may become subject to additional laws and regulations or any new legislation that may come into effect if and when we enter new markets or trades.

We also 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 as well as greater inspection and safety requirements on all LNG carriers in the marine transportation market. These requirements are likely to add increased 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 our vessels operate.

Some environmental laws and regulations, such as the U.S. Oil Pollution Act of 1990, or OPA, provide for potentially unlimited joint, several, and/or strict liability for owners, operators and demise or bareboat charterers for oil pollution and related damages. OPA applies to discharges of any oil from a ship in U.S. waters, including discharges of fuel and lubricants from an LNG carrier, even if the ships do not carry oil as cargo. Vessels are required to carry onboard a ship-specific non-tank vessel response plan to address contingencies relating to discharges of any oil. In addition, many states in the United States bordering on a navigable waterway have enacted legislation providing for potentially unlimited strict liability without regard to fault for the discharge of pollutants within their waters. We also are subject to other laws and conventions outside the United States that provide for an owner or operator of LNG carriers to bear strict liability for pollution, such as the Convention on Limitation of Liability for Maritime Claims of 1976, or the "London Convention."

Some of these laws and conventions, including OPA and the London Convention, may include limitations on liability. However, the limitations may not be applicable in certain circumstances, such as where a spill is caused by a vessel owner's or operators' intentional or reckless conduct. The 2010 Deepwater Horizon oil spill has resulted in additional regulatory initiatives, including the raising of liability caps under OPA. On February 24, 2014, the U.S. Bureau of Ocean Energy Management, or BOEM, proposed a rule increasing the limits of liability for off-shore facilities under OPA based on inflation, effective in January 2015. The U.S. Bureau of Safety and Environmental Enforcement, or BSEE, released a final "Well Control Rule" in August 2023, which strengthens testing and performance requirements, and may affect offshore drilling operations and cause us to incur additional costs to comply.

Compliance with OPA and other environmental laws and regulations also may result in vessel owners and operators incurring increased costs for additional maintenance and inspection requirements, the development of contingency arrangements for potential spills, obtaining mandated insurance coverage and meeting financial responsibility requirements.

Please see "Item 4. Information on the Partnership—B. Business Overview—Environmental and Other Regulations."

Developments in safety and environmental requirements relating to the recycling of vessels may result in escalated and unexpected costs.

The 2009 Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, or the Hong Kong Convention, aims to ensure ships, being recycled once they reach the end of their operational lives, do not pose any unnecessary risks to the environment, human health and safety. The Hong Kong Convention has yet to be ratified by the required number of countries to enter into force. Upon the Hong Kong Convention's entry into force, each ship sent for recycling will have to carry an inventory of its hazardous materials. The hazardous materials, whose use or installation are prohibited in certain circumstances, are listed in an appendix to the Hong Kong Convention. Ships will be required to have surveys to verify their inventory of hazardous materials initially, throughout their lives and prior to the ship being recycled.

The Hong Kong Convention, which is currently open for accession by IMO Member States, will enter into force 24 months after the date on which 15 IMO Member States, representing at least 40% of world merchant shipping by gross tonnage, have ratified or approve accession. As of the date of this annual report, although more than fifteen countries have ratified or approved accession of the Hong Kong Convention, the requirement of 40% of world merchant shipping by gross tonnage has not yet been satisfied.

On November 20, 2013, the European Parliament and the Council of the EU adopted the Ship Recycling Regulation, which retains the requirements of the Hong Kong Convention and requires that certain commercial seagoing vessels flying the flag of an EU Member State may be recycled only in facilities included on the European list of permitted ship recycling facilities. We were required to comply with EU Ship Recycling Regulation by December 31, 2020, since our ships trade in EU region. One of our vessels, the *Artic Aurora*, is a Maltese flagged vessel. Malta is an EU Member State.

These regulatory developments, when implemented, may lead to cost escalation by shipyards, repair yards and recycling yards. This may then result in a decrease in the residual scrap value of a vessel, and a vessel could potentially not cover the cost to comply with latest requirements, which may have an adverse effect on our future performance, results of operations, cash flows and financial position.

Climate change and greenhouse gas restrictions may adversely impact our operations and markets, and may cause us to incur substantial costs and to procure low-sulfur fuel oil directly on the wholesale market for storage at sea and onward consumption on our vessels.

In 2011, IMO agreed to include a new chapter on "energy efficiency" in MARPOL Annex VI and adopted mandatory energy efficiency regulations for ships – Energy Efficiency Design Index (EEDI) for new ships, and Ship Energy Efficiency Management Plan (SEEMP) for all ships. The EEDI has subsequently been strengthened, and some of its deadlines accelerated, through further amendments. In 2016 IMO adopted the mandatory IMO Data Collection System (DCS) for ships to collect and report fuel oil consumption data from ships over 5,000 GT - first calendar year data collection completed in 2019. The IMO DCS covers any maritime activity carried out by ships, including dredging, pipeline laying, and off-shore installations. The SEEMPs of all ships covered by the IMO DCS must include a description of the methodology for data collection and reporting. A range of IMO-led global projects initiated since 2012 support developing countries in ratifying MARPOL Annex VI and implementing the energy efficiency measures and to support and encourage pilot projects, innovation and R&D. Beginning in January 2023, Annex VI requires EEXI and CII certification. The first annual reporting was to be completed in 2023, with initial ratings given in 2024.

In July 2023, the IMO adopted the 2023 IMO Strategy on Reduction of GHG Emissions from Ships, which identifies a number of levels of ambition: This includes decreasing annual greenhouse gas emissions from international shipping by at least half by 2050, compared with their level in 2008, and work towards phasing out GHG emissions from shipping entirely as soon as possible in this century: reducing carbon intensity of international shipping (to reduce CO2 emissions per transport work), as an average across international shipping, by at least 40% by 2030.

We continue to evaluate different options in complying with IMO and other rules and regulations. All of our vessels are on long-term time charter and the expense of fuel is for the charterer's account. As such, the ability of our vessels to burn low sulfur fuel may factor into our charterers' or potential charterers' decisions relating to the employment of our vessels. Low sulfur fuel is more expensive than standard marine fuel containing 3.5% sulfur content and may become more expensive or difficult to obtain as a result of increased demand. If the cost differential between low sulfur fuel and high sulfur fuel is significantly higher than anticipated, or if low sulfur fuel is not available at ports on certain trading routes, it may not be feasible or competitive for our charterers to operate our vessels on certain trading routes without scrubbers or without incurring deviation time to obtain compliant fuel. Charterers may request that scrubbers be installed and scrubbers may not be available to be installed on such vessels at a favorable cost or at all if we seek them at a later date. Further there is a risk that if the fuel spread between high sulfur fuel oil ("HSFO") and very low sulfur fuel oil ("VLSFO") continues to shrink, and therefore the alternative cost related to scrubber investments may increase.

Our operations and the performance of our vessels, and as a result our results of operations, cash flows and financial position, may be negatively affected to the extent that compliant sulfur fuel oils are unavailable, of low or inconsistent quality, if de-bunkering facilities are unavailable to permit our vessels to accept compliant fuels when required, or upon occurrence of any of the other foregoing events. Costs of compliance with these and other related regulatory changes may be significant and may have a material adverse effect on our future performance, results of operations, cash flows and financial position. As a result, an increase in the price of fuel beyond our expectations may adversely affect our charterers', and by extent, our profitability at the time of charter negotiation. Further, fuel may become much more expensive in the future, which may reduce the profitability and competitiveness of our business versus other forms of transportation. While we carry cargo insurance to protect us against certain risks of loss of or damage to the procured commodities, we may not be adequately insured to cover any losses from such operational risks, which could have a material adverse effect on us. Any significant uninsured or under-insured loss or liability could have a material adverse effect on our business, results of operations, cash flows and financial condition and our available cash.

Maritime shipping has been included in the Emission Trading Scheme (ETS) as of January 1, 2024 with a phase-in period. Shipowners need to purchase and surrender a number of emission allowances that represent their MRV-recorded carbon emission exposure for a specific reporting period. The person or organization responsible for the compliance with the EU ETS should be the shipping company, defined as the shipowner or any other organization or person, such as the manager or the bareboat charterer, that has assumed the responsibility for the operation of the ship from the shipowner. Compliance with the Maritime EU ETS results in additional compliance and administration costs to properly incorporate the provisions of the Directive into our business routines. Additional EU regulations which are part of the EU's Fit-for-55, could also affect our financial position in terms of compliance and administration costs when they take effect.

Territorial taxonomy regulations in geographies where we are operating and are regulatorily liable, such as EU Taxonomy, might jeopardize the level of access to capital. For example, EU has already introduced a set of criteria for economic activities which should be framed as 'green', called EU Taxonomy. As long as we are an EU-based company meeting the Non-Financial Reporting Directive (NFRD) prerequisites, we will be eligible for reporting our Taxonomy eligibility and alignment. Based on the current version of the Regulation, companies that own assets shipping fossil fuels are considered as not aligned with EU Taxonomy. The outcome of such provision might be either an increase in the cost of capital and/or gradually reduced access to financing as a result of financial institutions' compliance with EU Taxonomy.

In addition, 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, which required adopting countries to implement national programs to reduce emissions of certain gases, or the Paris Agreement (discussed further below), a new treaty may be adopted in the future that includes restrictions on shipping emissions. Compliance with changes in laws, regulations and obligations relating to climate change affects the propulsion options in subsequent vessel designs and could increase our costs related to acquiring new vessels, operating and maintaining our existing vessels and require us to install new emission controls, acquire allowances or pay taxes related to our greenhouse gas emissions or administer and manage a greenhouse gas emissions program. Revenue generation and strategic growth opportunities may also be adversely affected.

Adverse effects upon the oil and gas production 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 production industry could have significant financial and operational adverse impacts on our business that we cannot predict with certainty at this time.

We operate globally, including in countries, states and regions where our businesses, and the activities our consumer customers, could be negatively impacted by climate change. Climate change presents both immediate and long-term risks to us and our customers, with the risks expected to increase over time. Climate risks can arise from physical risks (acute or chronic risks related to the physical effects of climate change) and transition risks (risks related to regulatory and legal, technological, market and reputational changes from a transition to a low-carbon economy). Physical risks could damage or destroy our or our customers' and clients' properties and other assets and disrupt our or their operations. For example, climate change may lead to more extreme weather events occurring more often which may result in physical damage and additional volatility within our business operations and potential counterparty exposures and other financial risks. Transition risks may result in changes in regulations or market preferences, which in turn could have negative impacts on our results of operation or the reputation of us and our customers. For example, carbon-intensive industries like LNG are exposed to climate risks, such as those risks related to the transition to a low-carbon economy, as well as low-carbon industries that may be subject to risks associated with new technologies. Ongoing legislative or regulatory uncertainties and changes regarding climate risk management and practices may result in higher regulatory, compliance, credit and reputational risks and costs.

If we fail to comply with international safety regulations, we may be subject to increased liability, which may adversely affect our insurance coverage and may result in a denial of access to, or detention in, certain ports.

The operation of our vessels is affected by the requirements set forth in the IMO's International Safety Management Code (the "ISM Code"). The ISM Code requires shipowners, ship managers and bareboat charterers to develop and maintain an extensive "Safety Management System" that includes the adoption of a safety and environmental protection policy setting forth instructions and procedures for safe operation and describing procedures for dealing with emergencies. If we fail to comply with the ISM Code, we may be subject to increased liability, or may invalidate existing insurance or decrease available insurance coverage for our affected vessels, and such failure may result in a denial of access to, or detention in, certain ports. The USCG and European Union authorities enforce compliance with the ISM and International Ship and Port Facility Security Code (the "ISPS Code") and prohibit non-compliant vessels from trading in U.S. and European Union ports. This could have a material adverse effect on our future performance, results of operations, cash flows and financial position. Given that 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 regulations might have on our operations.

Because such conventions, laws, and regulations are often revised, we cannot predict the ultimate cost of complying with such conventions, laws and regulations or the impact thereof on the resale prices or useful lives of our vessels. Additional conventions, laws and regulations may be adopted which could limit our ability to do business or increase the cost of our doing business and which may materially adversely affect our operations. We are required by various governmental and quasigovernmental agencies to obtain certain permits, licenses, certificates, and financial assurances with respect to our operations.

Please see "Item 4. Information on the Partnership—B. Business Overview - Environmental and Other Regulations in the Shipping Industry" for a discussion of the environmental and other regulations applicable to us.

Safety, environmental and other governmental and other requirements expose us to liability, and compliance with current and future regulations could require significant additional expenditures, which could have a material adverse effect on our business and financial results.

Our operations are affected by extensive and changing international, national, state and local laws, regulations, treaties, conventions and standards in force in international waters, the jurisdictions in which our LNG vessels operate, and the country or countries in which such vessels are registered, including those governing the management and disposal of hazardous substances and wastes, the clean-up of oil spills and other contamination, air emissions, and water discharges and ballast and bilge water management. These regulations include, but are not limited to, the U.S. Oil Pollution Act of 1990, or OPA, requirements of the U.S. Coast Guard, or the USCG, and the U.S. Environmental Protection Agency, or EPA, the U.S. Comprehensive Environmental Response, Compensation and Liability Act of 1980, or CERCLA, the U.S. Clean Water Act, the U.S. Maritime Transportation Security Act of 2002, and regulations of the International Maritime Organization, or IMO, including the International Convention for the Safety of Life at Sea of 1974, or SOLAS, the International Convention for the Prevention of Pollution from Ships of 1973, or MARPOL, including the designation thereunder of Emission Control Areas, or ECAs, the International Convention on Civil Liability for Oil Pollution Damage of 1969, or CLC, and the International Convention on Load Lines of 1966. In particular, IMO's Marine Environmental Protection Committee ("MEPC") 73, amendments to Annex VI prohibiting the carriage of bunkers above 0.5% sulfur on ships took effect March 1, 2020 and may cause us to incur substantial costs. Compliance with these regulations could have a material adverse effect our business and financial results.

In addition, vessel classification societies and the requirements set forth in the IMO's International Management Code for the Safe Operation of Ships and for Pollution Prevention, or the ISM Code, also impose significant safety and other requirements on our vessels. In complying with current and future environmental requirements, vessel owners and operators may also incur significant additional costs in meeting new maintenance and inspection requirements, in developing contingency arrangements for potential spills and in obtaining insurance coverage. Government regulation of vessels, particularly in the areas of safety and environmental requirements, can be expected to become stricter in the future and require us to incur significant capital expenditures on our vessels to keep them in compliance, or even to recycle or sell certain vessels altogether.

Many of these requirements are designed to reduce the risk of oil spills and other pollution, and our compliance with these requirements can be costly. These requirements can also affect the resale value or useful lives of our vessels, require reductions 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.

Under local, national and foreign laws, as well as international treaties and conventions, we could incur material liabilities, including clean-up obligations, natural resource damages and third-party claims for personal injury or property damages, in the event that there is a release of petroleum or other hazardous substances from our vessels or otherwise in connection with our current or historic operations. We could also incur substantial penalties, fines and other civil or criminal sanctions, including in certain instances seizure or detention of our vessels, as a result of violations of or liabilities under environmental laws, regulations and other requirements. Environmental laws often impose strict liability for remediation of spills and releases of oil and hazardous substances, which could subject us to liability without regard to whether we were negligent or at fault. For example, OPA affects all vessel owners shipping oil to, from or within the United States. Under OPA, owners, operators and bareboat charterers are jointly and severally strictly liable for the discharge of oil in U.S. waters, including the 200 nautical mile exclusive economic zone around the United States. Similarly, the CLC, which has been adopted by most countries outside of the United States, imposes liability for oil pollution in international waters. OPA expressly permits individual states to impose their own liability regimes with regard to hazardous materials and oil pollution incidents occurring within their boundaries, provided they accept, at a minimum, the levels of liability established under OPA. Coastal states in the United States have enacted pollution prevention liability and response laws, many providing for unlimited liability. Furthermore, the 2010 explosion of the drilling rig *Deepwater Horizon*, and the subsequent release of oil into the Gulf of Mexico, or other events, has resulted in increased, and may result in further, regulation of the shipping and offshore industries and modifications to statutory liability schemes, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. An oil spill could also result in significant liability, including fines, penalties, criminal liability and remediation costs for natural resource damages under other international and U.S. federal, state and local laws, as well as third-party damages, and could harm our reputation with current or potential charterers of our vessels. We are required to satisfy insurance and financial responsibility requirements for potential oil (including marine fuel) spills and other pollution incidents. Although we have arranged insurance to cover certain environmental risks, there can be no assurance that such insurance will be sufficient to cover all such risks or that any claims will not have a material adverse effect on our business, results of operations, cash flows and financial condition and available cash.

Regulations relating to ballast water discharge which came into effect during September 2019 may adversely affect our revenues and profitability.

The IMO has imposed updated guidelines for ballast water management systems specifying the maximum amount of viable organisms allowed to be discharged from a vessel's ballast water. Depending on the date of the International Oil Pollution Prevention, or IOPP, renewal survey, existing vessels constructed before September 8, 2017, must comply with the updated D-2 standard. For most vessels, compliance with the D-2 standard will involve installing on-board systems to treat ballast water and eliminate unwanted organisms. Ships constructed on or after September 8, 2017 are to comply with the D-2 standards upon delivery. Three of our vessels had on-board ballast water management system installed in 2022, during the completion of their scheduled special survey, while the remaining three of our vessels intend to have on-board ballast water management systems installed within their special surveys due in 2023.

Furthermore, United States regulations are currently changing. Although the 2013 Vessel General Permit, or VGP, program and U.S. National Invasive Species Act, or NISA, are currently in effect to regulate ballast discharge, exchange and installation, the Vessel Incidental Discharge Act, or VIDA, which was signed into law on December 4, 2018, requires that the U.S. Environmental Protection Agency, or EPA, develop national standards of performance. On October 26, 2020, the EPA published a Notice of Proposed Rulemaking for Vessel Incidental Discharge National Standards of Performance under VIDA, and in November 2020, held virtual public meetings. On October 18, 2023, the EPA published a Supplemental Notice to the Vessel Incidental Discharge National Standards of Performance, which shares new ballast water information that the EPA received from the USCG. Comments to the Supplemental Notice were due by December 18, 2023. Under VIDA, all provisions of the VGP 2013 and USCG ballast water regulations remain in force and effect as currently written until the EPA publishes standards. The new regulations could require the installation of new equipment, which may cause us to incur substantial costs. Please see “Item 4. Information on the Partnership—B. Business Overview—Environmental and Other Regulations.”

Political instability, terrorist or other attacks, war, international hostilities and global public health threats can affect the seaborne transportation industry, which could adversely affect our business.

We are an international company and conduct our operations outside of the United States, and our business, results of operations, cash flows, financial condition and ability to pay distributions, if any, in the future may be adversely affected by changing economic, political and government conditions in the countries and regions where our vessels are employed or registered. Moreover, we operate in a sector of the economy that is likely to be adversely impacted by the effects of political conflicts.

Currently, the world economy faces a number of ongoing challenges, including trade tensions between the United States and China, Brexit, the war between Israel and Hamas increasing tensions in the Middle East region, continuing threat of terrorist attacks around the world, continuing instability and conflicts and other recent occurrences in Ukraine and in other geographic areas and countries, and stabilizing growth in China.

Further, governments may turn, and have turned, to trade barriers to protect their domestic industries against foreign imports, thereby depressing shipping demand. For example, there have been continuing trade tensions between the United States and China, including the imposition of tariffs by each country on certain of the other’s goods and products. On January 15, 2020, the United States and China signed a “Phase One” agreement, pursuant to which China agreed to increase purchases and imports of U.S. goods by \$200 billion over 2017 levels during between January 1, 2020 to December 31, 2021. In connection with this agreement, the United States agreed to reduce certain tariffs and indefinitely suspend the imposition of certain additional tariffs. While the Phase One agreement may reduce the risk of adverse effects on United States and Chinese trade policy, the future success of the agreement is uncertain as the Biden Administration has signaled the need to maintain political pressure on China, including with respect to perceived national security and human rights concerns, and has also indicated that it would review the Phase One agreement. Separate from the Phase One agreement, the United States has implemented or is considering implementing a number of policies, which may ultimately reduce trade between the United States and China, including as in response to what have been characterized as human rights abuses in the Xinjian Uyghur Autonomous Region. While it is not yet certain how the Biden Administration will handle each of these policies, the expectation is that most of these measures will remain in place.

In addition, we may be affected, either directly or indirectly, by continuing political tension in Europe between Russia and Ukraine following Russia’s annexation of Crimea through our customer Yamal, which is trading from Russia. The war between Russia and Ukraine may lead to further regional and international conflicts or armed action. This conflict has disrupted supply chains and cause instability in the energy markets and the global economy, with effects on the LNG market, which has experienced volatility.

Beginning in February of 2022, President Biden and several European leaders announced various economic sanctions against Russia in connection with the aforementioned conflicts in Ukraine, which may adversely impact our business, given Russia’s role as a major global exporter of crude oil and natural gas. Our business could also be adversely impacted by trade tariffs, trade embargoes or other economic sanctions that limit trading activities by the United States or other countries against countries in the Middle East, Asia or elsewhere as a result of terrorist attacks, hostilities or diplomatic or political pressures.

On March 8, 2022, President Biden issued an executive order prohibiting the import of certain Russian energy products into the United States, including crude oil, petroleum, petroleum fuels, oils, liquefied natural gas and coal. Additionally, the executive order prohibits any investments in the Russian energy sector by U.S. persons, among other restrictions. While much uncertainty remains regarding the global impact of the conflict in Ukraine, it is possible that such tensions could adversely affect our business, financial condition, results of operation and cash flows.

More recently, the war between Israel and Hamas has resulted in increased tensions in the Middle East region, including missile attacks by the Houthis on vessels in the Red Sea. Such circumstances have had and could in the future result in adverse consequences from time to time for LNG shipping.

In addition, public health threats, such as influenza and other highly communicable diseases or viruses, outbreaks of which have from time to time occurred in various parts of the world in which we operate, including China, Japan and South Korea, which may even become pandemics, such as the COVID-19 virus, could lead to a significant decrease of demand for the transportation of crude oil. Such events may also adversely impact our operations, including timely rotation of our crews, the timing of completion of any outstanding or future newbuilding projects or repair works in drydock as well as the operations of our customers. Delayed rotation of crew may adversely affect the mental and physical health of our crew and the safe operation of our vessels as a consequence.

An economic downturn in any of these countries could have a material and adverse effect on our future performance, results of operations, cash flows, financial position and our ability to make distributions to our unitholders.

Failure to comply with the U.S. Foreign Corrupt Practices Act and other applicable anti-bribery legislation in other jurisdictions could result in fines, criminal penalties, contract terminations 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 designed to ensure compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended. 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 U.S. Foreign Corrupt Practices Act. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties, curtailment of operations in certain jurisdictions, and might materially and adversely affect our business, results of operations or financial condition and our ability to make distributions to our unitholders. In addition, actual or alleged violations could damage our reputation and ability to do business. Furthermore, detecting, investigating, and resolving actual or alleged violations are expensive and can consume significant time and attention of our senior management.

If the vessels we own call on ports located in countries or territories that are the subject of sanctions or embargoes imposed by the United States government or other governmental authorities, it could result in the imposition of monetary fines or penalties and adversely affect our reputation and the market for our securities.

Although no vessels operated by us called on ports located in countries or territories that are the subject of country-wide or territory-wide comprehensive sanctions and/or embargoes imposed by the U.S. government or other applicable governmental authorities (“Sanctioned Jurisdictions”) in violation of applicable sanctions or embargo laws during 2023, and we endeavor to take precautions reasonably designed to mitigate such risks, it is possible that, in the future our vessels may call on ports in Sanctioned Jurisdictions on charterers’ instructions and/or without our consent. If such activities result in a violation of applicable sanctions or embargo laws, we could be subject to monetary fines, penalties, or other sanctions, and our reputation and the market for our common units could be adversely affected.

The sanctions and embargo laws and regulations vary in their application, as they do not all apply to the same covered persons or proscribe the same activities, and such sanctions and embargo laws and regulations may be amended or expanded over time. Current or future counterparties of ours may be affiliated with persons or entities that are or may be in the future the subject of sanctions or embargoes imposed by the U.S., the EU, and/or other international bodies. If we determine that such sanctions or embargoes require us to terminate existing or future contracts to which we, or our subsidiaries are party or if we are found to be in violation of such applicable sanctions or embargoes, our results of operations may be adversely affected, we could face monetary fines or penalties, or we may suffer reputational harm.

Additionally, although we believe that we have been in compliance with all applicable sanctions and embargo laws and regulations in 2023, and intend to maintain such compliance, 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, penalties or other sanctions that could severely impact our ability to access U.S. capital markets and conduct our business, and could result in some investors deciding, or being required, to divest their interest, or not to invest, in us. In addition, certain institutional investors may have investment policies or restrictions that prevent them from holding securities of companies that have contracts with countries identified by the U.S. government as state sponsors of terrorism. The determination by these investors not to invest in, or to divest from, our common units may adversely affect the price at which our common units trade. Moreover, our charterers may violate applicable sanctions and embargo laws and regulations as a result of actions that do not involve us or our vessels, and those violations could in turn negatively affect our reputation. Investor perception of the value of our common units may be adversely affected by the consequences of war, the effects of terrorism, civil unrest and governmental actions in the countries or territories that we operate in. In addition, charterers and other parties that we have previously entered into contracts with regarding our vessels may be affiliated with persons or entities that are now or may in the future be the subject of sanctions or embargo laws imposed by the U.S. or other applicable governmental bodies, including in response to events relating to Russia and Ukraine. If we determine that such sanctions require us to terminate existing contracts or if we are found to be in violation of such sanctions or embargo laws, we may suffer reputational harm and our results of operations may be adversely affected.

With respect to U.S. sanctions against Russia, the U.S. Office of Foreign Assets Control (OFAC) administers a sectoral sanctions program, which targets specific industries or sectors of the Russian economy. Transactions with companies designated under the Sectoral Sanctions Identifications List (“SSI List”) are not completely prohibited. Under OFAC’s 50 percent rule, a company owned 50 percent or more, in the aggregate by an SSI-Listed entity will also be the subject of the same restrictions as the SSI-Listed entity. We have a chartering relationship with Yamal Trade Pte (“Yamal”), which may be indirectly owned 50 percent or more by an SSI-Listed entity under Directive 2 of Executive Order 13662. In addition, pursuant to Executive Order 14066, the U.S. has imposed restrictions on the import into the U.S. of certain energy products from the Russian Federation, as well as new investments in the energy sector of the Russian Federation. In the future, the U.S. may impose greater sanctions, including, but not limited to, by adding Yamal or other counterparties to OFAC’s Specially Designated Nationals and Blocked Persons List (the “SDN List”). In addition, our reputation and the market for our securities may be adversely affected by our engagement in certain other activities, such as our dealings with Yamal or other SSI-Listed entities or their subsidiaries, or if we enter into charters with other individuals or entities in countries that are the subject of U.S. sanctions and embargo laws that are not controlled by the governments of those countries, engage in operations associated with those countries pursuant to contracts with third-parties that are unrelated to those countries or entities controlled by their governments, or otherwise engage in activities that are prohibited by U.S., the European Union or other sanctions to the extent that such sanctions may be applicable. Furthermore, because we derive, and expect to continue to derive, all of our revenues from a limited number of charterers, our business would be materially adversely affected if we were to determine that we are required because of applicable sanctions, to terminate our relationships with Yamal or any of our other charterers, or if the negative impact of these or any additional sanctions imposed in the future threaten the viability of the Yamal LNG Project or otherwise cause Yamal or any of our other charterers to end their relationships with us. Any of these events could have a material adverse effect on our business, financial condition, and results of operations.

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 occurs when a government takes control of a vessel and becomes its 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 charter rates. Generally, requisitions occur during a period of war or emergency, although governments may elect to requisition ships 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 debt agreements, and 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.

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

Crew members, suppliers of goods and services to a vessel, shippers of cargo and other parties may be entitled to a maritime lien against a vessel for unsatisfied debts, claims or damages. In many jurisdictions, a claimant may seek to obtain security for its claim by arresting a vessel through foreclosure proceedings. The arrest or attachment of one or more of our vessels could interrupt our cash flow and require us to pay large sums of money to have the arrest or attachment lifted. In addition, in some jurisdictions, such as South Africa, under the “sister ship” theory of liability, a claimant may arrest both the vessel which is subject to the claimant’s maritime lien and any “associated” vessel, which is any vessel owned or controlled by the same owner. Claimants could attempt to assert “sister ship” liability against a vessel in our Fleet for claims relating to another of our vessels.

We may be subject to litigation that could have an adverse effect on us.

We may in the future be involved from time to time in litigation matters. These matters may include, among other things, contract disputes, personal injury claims, environmental claims or proceedings, toxic tort claims, employment matters, securities class actions claims and governmental claims for taxes or duties as well as other litigation that arises in the ordinary course of our business. We cannot predict with certainty the outcome of any claim or other litigation matter. The ultimate outcome of any litigation matter and the potential costs associated with prosecuting or defending such lawsuits, including the diversion of management’s attention to these matters, could have an adverse effect on us and, in the event of litigation that could reasonably be expected to have a material adverse effect on us, could lead to an event of default under our credit facility. For information regarding pending litigation claims, see “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Legal Proceedings.”

Risks Relating to our Common Units

The price of our common units may be volatile.

The price of our common units may be volatile and may fluctuate due to factors including:

- our payment of cash distributions to our unitholders;
- actual or anticipated fluctuations in quarterly and annual results;
- fluctuations in the seaborne transportation industry, including fluctuations in the LNG carrier market;
- mergers and strategic alliances in the shipping industry;
- changes in governmental regulations or maritime self-regulatory organization standards;
- shortfalls in our operating results from levels forecasted by securities analysts; announcements concerning us or our competitors;
- the failure of securities analysts to publish research about us, or analysts making changes in their financial estimates;

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- general economic conditions;
- terrorist acts;
- business interruptions caused by pandemics, such as COVID-19;
- future sales of our units or other securities;
- investors' perception of us and the LNG shipping industry;
- the general state of the securities market; and
- other developments affecting us, our industry or our competitors.

Securities markets worldwide are experiencing significant price and volume fluctuations. The market price for our common units may also be volatile. This market volatility, as well as general economic, market or political conditions, could reduce the market price of our common units in spite of our operating performance.

The price of our common units has fluctuated in the past, has recently been volatile and may be volatile in the future, and as a result, investors in our common units could incur substantial losses.

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The price of our common units has fluctuated in the past, has recently been volatile and may be volatile in the future. The closing price of our common units has ranged from a price of between \$2.50 and \$3.69 over the last six months without any discernible announcements or developments by the Partnership or third parties to substantiate the movement of the price of our common units. The price of our common units may experience rapid and substantial decreases or increases in the foreseeable future that are unrelated to our operating performance or prospects. The stock market in general and the market for shipping companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, investors may experience substantial losses on their investment in our common units. The market price for our common units may be influenced by many factors, including the following:

- investor reaction to our business strategy;
- our continued compliance with the listing standards of NYSE;
- regulatory or legal developments in the United States and other countries, especially changes in laws or regulations applicable to our industry;
- variations in our financial results or those of companies that are perceived to be similar to us;
- our ability or inability to raise additional capital and the terms on which we raise it;
- declines in the market prices of stocks generally;
- trading volume of our common units;
- sales of our common units by us or our unitholders;
- general economic, industry and market conditions;
- an increase in interest rates or reduction in demand for our common units resulting from other relatively more attractive investment opportunities; and
- other events or factors, including those resulting from such events, or the prospect of such events, including war, terrorism and other international conflicts, including the war between Russia and Ukraine, the war between Israel and Hamas or the Houthi crisis in the Red Sea, public health issues including health epidemics or pandemics, such as the COVID-19 pandemic, adverse weather and climate conditions could disrupt our operations or result in political or economic instability.

These broad market and industry factors may seriously harm the market price of our common units, regardless of our operating performance, and may be inconsistent with any improvements in actual or expected operating performance, financial condition or other indicators of value. Since the price of our common units has fluctuated in the past, has been recently volatile and may be volatile in the future, investors in our common units could incur substantial losses. In the past, following periods of volatility in the market, securities class-action litigation has often been instituted against companies. Such litigation, if instituted against us, could result in substantial costs and diversion of management's attention and resources, which could materially and adversely affect our business, financial condition, results of operations and growth prospects. There can be no guarantee that the price of our common units will remain at current prices.

Additionally, recently, securities of certain companies have experienced significant and extreme volatility in stock price due to short sellers of securities, known as a “short squeeze”. These short squeezes have caused extreme volatility in those companies and in the market and have led to the price per share of those companies to trade at a significantly inflated rate that is disconnected from the underlying value of the Partnership. Many investors who have purchased shares in those companies at an inflated rate face the risk of losing a significant portion of their original investment as the price per share has declined steadily as interest in those stocks have abated. While we have no reason to believe our units would be the target of a short squeeze, there can be no assurance that we will not be in the future, and you may lose a significant portion or all of your investment if you purchase our units at a rate that is significantly disconnected from our underlying value.

Unitholders may have liability to repay distributions.

Under some circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under the Partnership Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets. 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 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 the Partnership Agreement. Liabilities to partners on account of their partnership interest and liabilities that are non-recourse to the partnership are not counted for purposes of determining whether a distribution is permitted.

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

We may, without the approval of our common unitholders, issue an unlimited number of additional units or other equity securities, subject to the restriction in our \$675 Million Credit Facility that the Sponsor must own at least 30% of our total common units outstanding. In addition, we may issue an unlimited number of units that are senior to the common units in right of distribution, liquidation and voting. These sales could also impair our ability to raise additional capital through the sale of our equity securities in the future. The issuance by us of additional common units or other equity securities of equal or senior rank may have the following effects:

- our existing unitholders’ proportionate ownership interest in us will decrease;
- the amount of cash available for distribution per unit may decrease;
- the relative voting strength of each previously outstanding unit may be diminished; and
- the market price of our common units may decline.

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

We are organized in the Republic of the Marshall Islands, which does not have a well-developed body of case law or bankruptcy law and, as a result, unitholders may have fewer rights and protections under Marshall Islands law than under a typical jurisdiction in the United States. Our partnership affairs are governed by our Partnership Agreement and by the Partnership Act. The provisions of the Partnership Act resemble the limited partnership laws of a number of states in the United States, most notably Delaware. The Partnership Act also provides that it is to be applied and construed to make it uniform with the Delaware Revised Uniform Partnership Act and, so long as it does not conflict with the Partnership Act or decisions of the Marshall Islands courts, interpreted according to the non-statutory law (or case law) of the State of Delaware. There have been, however, few, if any, court cases in the Marshall Islands interpreting the Partnership 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. Further, the Republic of the Marshall Islands does not have a well-developed body of bankruptcy law. As such, in the case of a bankruptcy of our Partnership, there may be a delay of bankruptcy proceedings and the ability of unitholders and creditors to receive recovery after a bankruptcy proceeding.

We are a “foreign private issuer” under New York Stock Exchange, or the NYSE, rules, and as such we are entitled to exemption from certain corporate governance standards of the NYSE applicable to domestic companies, and holders of our common units may not have the same protections afforded to unitholders of companies that are subject to all of the NYSE corporate governance requirements.

As a “foreign private issuer” under the securities laws of the United States and the rules of the NYSE. We are subject to different disclosure requirements than U.S. domiciled registrants, as well as different financial reporting requirements. As a foreign private issuer, we are exempt under the Exchange Act from, among other things, certain rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal unitholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act, including the filing of quarterly reports or current reports on Form 8-K. Under the NYSE rules, a “foreign private issuer” is subject to less stringent corporate governance requirements. Subject to certain exceptions, the rules of the NYSE permit a “foreign private issuer” to follow its home country practice in lieu of the listing requirements of the NYSE.

A majority of our directors qualify as independent under the NYSE director independence requirements. However, we cannot assure you that we will continue to maintain an independent board in the future. In addition, we may have one or more non-independent directors serving as committee members on our compensation committee. As a result, non-independent directors may among other things, participate in fixing the compensation of our management, making share and option awards and resolving governance issues regarding our Partnership.

Accordingly, in the future holders of our common units may not have the same protections afforded to shareholders of companies that are subject to all of the NYSE corporate governance requirements.

For a description of our corporate governance practices, please see “Item 6. Directors, Senior Management and Employees.”

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 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 holders of our common units to bring an action against us or against these individuals in the United States if they believe that their rights have been infringed under securities laws or otherwise. Even if holders of our common units are successful in bringing an action of this kind, the laws of the Marshall Islands and of other jurisdictions may prevent or restrict them from enforcing a judgment against our assets or the assets of our directors or officers.

Our Partnership Agreement designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for any claims, suits, actions or proceedings, unless otherwise provided for by Marshall Islands law, for certain litigation that may be initiated by our unitholders, which could limit our unitholders' ability to obtain a favorable judicial forum for disputes with the Partnership.

Our Partnership Agreement provides that, unless otherwise provided for by Marshall Islands law, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for any claims that:

- arise out of or relate in any way to the Partnership Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of the Partnership Agreement or the duties, obligations or liabilities among limited partners or of limited partners to us, or the rights or powers of, or restrictions on, the limited partners or us);
- are brought in a derivative manner on our behalf;
- assert a claim of breach of a fiduciary duty owed by any director, officer or other employee of us or our General Partner, or owed by our General Partner, to us or the limited partners;
- assert a claim arising pursuant to any provision of the Partnership Act; or
- assert a claim governed by the internal affairs doctrine,

regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims. Any person or entity purchasing or otherwise acquiring any interest in our common units shall be deemed to have notice of and to have consented to the provisions described above. This forum selection provision may limit our unitholders' ability to obtain a judicial forum that they find favorable for disputes with us or our directors, officers or other employees or unitholders.

Provisions in our organizational documents may have anti-takeover effects.

Our Partnership Agreement contains provisions that could make it more difficult for a third-party to acquire us without the consent of our Board of Directors. These provisions require approval of our Board of Directors and prior consent of our General Partner.

These provisions could also make it difficult for our unitholders to replace or remove our current Board of Directors or could have the effect of discouraging, delaying or preventing an offer by a third-party to acquire us, even if the third-party's offer may be considered beneficial by many unitholders. As a result, unitholders may be limited in their ability to obtain a premium for their common units.

Risks Relating to our Indebtedness

Our debt levels could limit our liquidity and flexibility in obtaining additional financing and in pursuing other business opportunities.

As of December 31, 2023, we had total outstanding long-term debt of approximately \$420.6 million, consisting of amounts outstanding under our fully drawn \$675 Million Credit Facility (as defined below). In addition, until November 14, 2023, we had the ability to borrow an additional \$30 million under our interest free \$30 million revolving credit facility with our Sponsor, or the \$30 Million Revolving Credit Facility. The \$30.0 Million Revolving Credit Facility expired and was not renewed. We expect that a large portion of our cash flow from operations will be used to repay the principal and interest on our outstanding indebtedness.

Our current indebtedness and future indebtedness that we may incur could affect our future operations, as a significant portion of our cash flow from operations will be dedicated to the payment of interest and principal on such debt and will not be available for other purposes. Our debt levels may limit our flexibility in obtaining additional financing, pursuing other business opportunities and paying distributions to unitholders. Covenants contained in our debt agreements may affect our flexibility in planning for, and reacting to, changes in our business or economic conditions, limit our ability to dispose of assets or place restrictions on the use of proceeds from such dispositions, withstand current or future economic or industry downturns and compete with others in our industry for strategic opportunities, and limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions, general corporate and other purposes and our ability to make distributions to our unitholders. Under the terms of the \$675 Million Credit Facility, the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding under the \$675 Million Credit Facility, and our future debt and financing arrangements may contain similar restrictions.

Furthermore, repayments under our \$675 Million Credit Facility are amortized over five years, with the final instalment and balloon payment of \$396.6 million, in aggregate, due at maturity in September 2024. At maturity, we may not be able to repay or refinance outstanding amounts under our \$675 Million Credit Facility on terms acceptable to us or at all. Our ability to obtain additional financing or refinance our existing indebtedness on terms acceptable to us may depend on, among other things, the actual or perceived creditworthiness of our charterers, the market value of our fleet, and market conditions at that time. If we are unable to meet our debt obligations and we default under our \$675 Million Credit Facility, our lenders thereunder could, among other things, foreclose their liens on our vessels and the other assets securing our \$675 Million Credit Facility, which would impair our ability to continue to conduct our business. Please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Our Borrowing Activities—Term Sheet for New Lease Financing.”

Our ability to service our debt will depend upon, 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 our current or future indebtedness, we will be forced to take actions such as reducing or eliminating distributions to our unitholders, reducing or delaying our business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing 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 may be unable to comply with covenants in our debt agreements or any future financial obligations that impose operating and financial restrictions on us.

Certain of our existing and future debt agreements, which may be secured by mortgages on our vessels, impose and will impose certain operating and financial restrictions on us, including ensuring that the outstanding amount of the debt agreement does not exceed a certain percentage of the aggregate fair market value of the mortgaged vessel(s) under the applicable credit facility, restricting our operations or ability to incur additional debt, pay distributions consistent with our past practices or issue equity that would result in our Sponsor ceasing to directly own at least 30% of our total common partnership interest. The operating and financial restrictions and covenants in our \$675 Million Credit Facility (as defined below) and any new or amended credit facility we enter into in the future, could adversely affect our ability to finance future operations or capital needs or to engage, expand or pursue our business activities.

For example, our \$675 Million Credit Facility requires the consent of our lenders to, among other things:

- incur or guarantee indebtedness outside of our ordinary course of business;

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- sell, lease, transfer or otherwise dispose of our assets;
- redeem, repurchase or otherwise reduce any of our equity or share capital;
- declare or pay any distribution, charge, fee or distribution to our common unitholders (as described below);
- change the approved Manager; and
- vary the vessels' time charters.

Pursuant to the terms of the \$675 million Credit Facility, it is considered a change of control, which could allow the lenders to declare the facility payable within ten days, if, among other things, (i) Dynagas Holdings Ltd. ceases to own 30% of our total common units outstanding, (ii) any person or persons acting in consent (other than certain permitted holders as defined therein) own a higher percentage of our total common units than in Dynagas LNG Partners LP ("Parent") than our Sponsor and/or have the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors or the board of managers of the Parent, (iii) Mr. George Prokopiou ceases to be our Chairman and/or member of our board, or (iv) Dynagas GP LLC ceases to be our general partner.

The \$675 Million Credit Facility also requires us to comply with the International Safety Management Code and to maintain valid safety management certificates and documents of compliance at all times and also comply with the following financial covenants:

- maintain cash and cash equivalents of not less than 8% of our total liabilities; and
- maintain a consolidated leverage ratio of total liabilities to the aggregate market value of our total assets of no more than 0.7:1.0.

Should our charter rates or vessel values materially decline in the future, we may seek to obtain waivers or amendments from our lenders with respect to such financial ratios and covenants, or we may be required to take action to reduce our debt or to act in a manner contrary to our business objectives to meet any such financial ratios and satisfy any such financial covenants. Events beyond our control, including changes in the economic and business conditions in the shipping markets in which we operate, interest rate developments, changes in the funding costs of our banks, changes in vessel earnings and asset valuations, sanctions imposed against Russia, outbreaks of epidemic and pandemic of diseases, such as the COVID-19 pandemic, may affect our ability to comply with these covenants. We cannot assure you that we will meet these ratios or satisfy these covenants or that our lenders will waive any failure to do so or amend these requirements.

The operating restrictions contained in our existing and future debt agreements may prohibit or otherwise limit our ability to, among other things:

- obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes on favorable terms, or at all;
- make distributions to unitholders;
- incur additional indebtedness, create liens or issue guarantees;
- charter our vessels or change the terms of our existing charter agreements;
- sell, transfer or lease our assets or vessels or the shares of our vessel-owning subsidiaries;
- make investments and capital expenditures;
- reduce our partners' capital; and

- undergo a change in ownership or Manager.

A breach of any of the covenants in, or our inability to maintain the required financial ratios under, our current or future debt agreements would prevent us from borrowing additional money under such debt agreements and could result in a default thereunder. Therefore, we may need to seek permission from our lenders in order to engage in some actions. Our lenders' interests may be different from ours and we may not be able to obtain our lenders' permission when needed. This may limit our ability to pay distributions on our Series A Preferred Units and Series B Preferred Units, finance our future operations or capital requirements, make acquisitions or pursue business opportunities.

In addition, our credit facilities or other financing arrangements may prohibit the payment of distributions to our Series A and Series B preferred unitholders upon the occurrence of events of default under our debt agreement, which may include, among other things, the following:

- failure to pay any principal, interest, fees, expenses or other amounts when due;
- failure to observe any other agreement, security instrument, obligation or covenant beyond specified cure periods in certain cases;
- default under other indebtedness;
- an event of insolvency or bankruptcy;
- failure of any representation or warranty to be materially correct; and
- a change of control whereby the Partnership or its affiliates no longer hold, indirectly or directly, 100% of the interests in Arctic LNG Carriers.

A violation of any of the provisions contained in our existing or future debt agreements may constitute an event of default under such debt agreement, which, unless cured or waived or modified by our lenders, provides our lenders with the right to, among other things, declare the outstanding debt, together with accrued interest and other fees, to be immediately due and payable, or to require us to post additional collateral, enhance our equity and liquidity, increase our interest payments, pay down our indebtedness to a level where we are in compliance with our loan covenants, sell vessels in our Fleet, reclassify our indebtedness as current liabilities and accelerate our indebtedness and foreclose their liens on our vessels and the other assets securing our debt agreements, which would impair our ability to continue to conduct our business.

See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources."

Risks Relating to our Series A and Series B Preferred Units

Our Series A Preferred Units and our Series B Preferred Units are subordinate to our indebtedness, and the interests of holders of Series A Preferred Units and Series B Preferred Units could be diluted by the issuance of additional preferred units, including additional Series A Preferred Units or Series B Preferred Units, and by other transactions.

Our Series A Preferred Units and our Series B Preferred Units are subordinated to all of our existing and future indebtedness. The payment of principal and interest on our debt reduces cash available for distributions and therefore, our ability to pay distributions on, redeem at our option or pay the liquidation preference on our Series A Preferred Units and our Series B Preferred Units in liquidation or otherwise may be subject to prior payments due to the holders of our indebtedness.

The issuance of additional limited partner interests on a parity with or senior to our Series A Preferred Units and Series B Preferred Units would dilute the interests of the holders of our Series A Preferred Units and Series B Preferred Units, as applicable, and any issuance of senior securities or parity securities or additional indebtedness could affect our ability to pay distributions on, redeem or pay the liquidation preference on our Series A Preferred Units and our Series B Preferred Units. No provisions relating to our Series A Preferred Units and our Series B Preferred Units protect the holders of our Series A Preferred Units and our Series B Preferred Units, as applicable, in the event of a highly leveraged or other transaction, including a merger or the sale, lease or conveyance of all or substantially all of our assets or business, which might adversely affect the holders of our Series A Preferred Units and our Series B Preferred Units.

In the event of any liquidation event, the amount of your liquidation preference is fixed and you will have no right to receive any greater payment regardless of the circumstances.

In the event of any liquidation, dissolution or winding up of our affairs, whether voluntary or involuntary, the payment due upon a liquidation event is fixed at a redemption price of \$25.00 per unit plus an amount equal to all accumulated and unpaid distributions up to, and including, the date of liquidation. If, in the case of a liquidation event, there are remaining assets to be distributed after payment of this amount, you will have no right to receive or to participate in these amounts. Furthermore, if the market price of your Series A Preferred Units or your Series B Preferred Units is greater than the applicable liquidation preference, you will have no right to receive the market price from us upon our liquidation.

As a holder of Series A Preferred Units or Series B Preferred Units, you have extremely limited voting rights.

Your voting rights as a holder of Series A Preferred Units or Series B Preferred Units are extremely limited. Our common units are the only class of limited partner interests carrying full voting rights. Holders of the Series A Preferred Units and Series B Preferred Units generally have no voting rights. However, in the event that six quarterly distributions, whether consecutive or not, payable on our Series A Preferred Units or our Series B Preferred Units or any other parity securities (if applicable), are in arrears, the holders of such Series A Preferred Units or Series B Preferred Units will have the right, voting together as a class with all other classes or series of parity securities (if applicable) upon which like voting rights have been conferred and are exercisable, to elect one additional director to serve on our Board of Directors, and the size of our Board of Directors will be increased as needed to accommodate such change (unless the holders of Series A Preferred Units, Series B Preferred Units, and parity securities (if applicable) upon which like voting rights have been conferred, voting as a class, have previously elected a member of our Board of Directors, and such director continues then to serve on the Board of Directors). The right of such holders of Series A Preferred Units and Series B Preferred Units to elect a member of our Board of Directors will continue until such time as all accumulated and unpaid distributions on the Series A Preferred Units and Series B Preferred Units have been paid in full.

Market interest rates may adversely affect the value of our Series A Preferred Units and our Series B Preferred Units.

One of the factors that will influence the price of our Series A Preferred Units and our Series B Preferred Units will be the distribution yield on such Series A Preferred Units and the Series B Preferred Units (as a percentage of the price of our Series A Preferred Units or our Series B Preferred Units, as applicable) relative to market interest rates. An increase in market interest rates may lead prospective purchasers of our Series A Preferred Units or our Series B Preferred Units to expect a distribution yield higher than what is paid on the applicable Series A Preferred Units or Series B Preferred Units, and higher interest rates would likely increase our borrowing costs which could potentially decrease funds available for distributions to our unitholders. Accordingly, higher market interest rates could cause the market price of our Series A Preferred Units or our Series B Preferred Units to decrease.

The Series A Preferred Units and the Series B Preferred Units are redeemable at our option.

We may redeem, at our option, all or, from time to time, part of the Series A Preferred Units on or after August 12, 2020. If we redeem your Series A Preferred Units, you will be entitled to receive a redemption price equal to \$25.00 per unit plus an amount equal to all accumulated and unpaid distributions thereon to the date of redemption. Since November 22, 2023, we have had the option to redeem all or, from time to time, part of our Series B Preferred Units. If we redeem your Series B Preferred Units, you will be entitled to receive a redemption price equal to \$25.00 per unit plus an amount equal to all accumulated and unpaid distributions thereon to the date of redemption. It is likely that we would choose to exercise our optional redemption right only when prevailing interest rates have declined, which would adversely affect your ability to reinvest your proceeds from the redemption in a comparable investment with an equal or greater yield to the yield on the applicable series of the preferred units had such series of preferred units not been redeemed. We may elect to exercise our partial redemption right on multiple occasions.

We continuously evaluate potential transactions which we believe enhance unitholder value or are in the best interests of the Partnership, the announcement of which may have an adverse effect on unitholders and other stakeholders.

We continuously evaluate potential transactions that we believe will be accretive to earnings, enhance unitholder value or are in the best interests of the Partnership, which may include pursuit of other business combinations, the acquisition of vessels or related businesses, the expansion of our operations, repayment of existing debt, unit repurchases, short term investments, going private transactions or other transactions. The announcement and pendency of any such transaction could have an adverse effect on our unitholders, relationships with customers and third-party service providers.

Risks Relating to Conflicts of Interest

Our Sponsor, our General Partner and their respective affiliates own a significant interest in us and have conflicts of interest and limited duties to us and our common unitholders, which may permit them to favor their own interests to your detriment.

Members of the Prokopiou Family control our Sponsor, our Manager and our General Partner. Our Sponsor currently owns 15,595,000 of our common units, representing approximately 42.4% of the outstanding common units and our General Partner owns a 0.1% General Partner interest in us and 100% of our incentive distribution rights and therefore may have considerable influence over our actions. Our \$675 Million Credit Facility requires that our Sponsor owns at least 30% of our total common units outstanding. The interests of our Sponsor and the members of the Prokopiou Family may be different from your interests and the relationships described above could create conflicts of interest. We cannot assure you that any conflicts of interest will be resolved in your favor.

Conflicts of interest exist and may arise in the future as a result of the relationships between our General Partner and its affiliates, including Dynagas Holding Ltd., on the one hand, and us and our unaffiliated limited partners, on the other hand. Our General Partner has a fiduciary duty to make any decisions relating to our management in a manner beneficial to us and our unitholders. Similarly, our Board of Directors has fiduciary duties to manage us in a manner beneficial to us, our General Partner and our limited partners. Certain of our officers and directors will also be officers of our Sponsor or its affiliates and will have fiduciary duties to our Sponsor or its affiliates that may cause them to pursue business strategies that disproportionately benefit our Sponsor or its affiliates or which otherwise are not in the best interests of us or our unitholders. As a result of these relationships, conflicts of interest may arise between us and our unaffiliated limited partners on the one hand, and our Sponsor and its affiliates, including our General Partner, on the other hand. Although a majority of our directors are elected by our common unitholders, our General Partner, through its appointed directors, has certain influence on decisions made by our Board of Directors. Our Board of Directors has a Conflicts Committee comprised of independent directors. Our Board of Directors may, but is not obligated to, seek approval of the Conflicts Committee for resolutions of conflicts of interest that may arise as a result of the relationships between our Sponsor and its affiliates, on the one hand, and us and our unaffiliated limited partners, on the other hand. The resolution of these conflicts may not be in the best interest of us or our unitholders. We, our officers and directors and our General Partner will not owe any fiduciary duties to holders of the Series A Preferred Units and Series B Preferred Units other than a contractual duty of good faith and fair dealing pursuant to the Partnership Agreement. There can be no assurance that a conflict of interest will be resolved in favor of us.

These conflicts include, among others, the following situations:

- neither our Partnership Agreement nor any other agreement requires our Sponsor or our General Partner or their respective affiliates to pursue a business strategy that favors us or utilizes our assets, and their officers and directors have a fiduciary duty to make decisions in the best interests of their respective unitholders, which may be contrary to our interests;
- 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. Specifically, our General Partner may exercise its call right, pre-emptive rights, registration rights or right to make a determination to receive common units in exchange for resetting the target distribution levels related to the incentive distribution rights, consent or withhold consent to any merger or consolidation of the Partnership, appoint certain 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;
- our General Partner and our directors and officers have limited their liabilities and any fiduciary duties they may have 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 the General Partner and our directors and officers, all as set forth in the Partnership Agreement;
- our General Partner and our Manager are entitled to reimbursement of all reasonable costs incurred by them and their respective affiliates for our benefit; our Partnership Agreement does not restrict us from paying our General Partner and our Manager or their respective 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 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; and
- although a majority of our directors are elected by common unitholders, our General Partner will likely have substantial influence on decisions made by our Board of Directors.

Our General Partner has limited its liability regarding our obligations.

Our General Partner has limited its liability under contractual arrangements so that the other party has recourse only to our assets and not against our General Partner or any affiliate of our General Partner, or any of their respective assets. The Partnership Agreement provides that any action taken by our General Partner to limit its or our liability is not a breach of our General Partner's fiduciary duties owed to common unitholders or a breach of our General Partner's contractual duty of good faith and fair dealing to holders of the Series A and Series B Preferred Units even if we could have obtained terms that are more favorable without the limitation on liability.

Neither our Partnership Agreement nor any other agreement requires our Sponsor to pursue a business strategy that favors us or utilizes our assets or dictates what markets to pursue or grow. Our Sponsor's directors and executive officers have a fiduciary duty to make these decisions in the best interests of the shareholders of our Sponsor, which may be contrary to our interests.

Because certain of our officers and directors are also officers of our Sponsor and its affiliates, such directors have fiduciary duties to our Sponsor and its affiliates that may cause them to pursue business strategies that disproportionately benefit our Sponsor, or which are otherwise not in the best interests of us or our unitholders.

Our General Partner is allowed to take into account the interests of parties other than us, such as our Sponsor.

Our Partnership Agreement contains provisions that reduce the standards to which our General Partner would otherwise be held by Marshall Islands fiduciary duty law. For example, 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. This entitles our General Partner to consider only the interests and factors that it desires, and it has no duty or obligations to give any consideration to any interest of or factors affecting us, our affiliates or any unitholder. Decisions made by our General Partner in its individual capacity will be made by its sole owner, Dynagas Holding Ltd. Specifically, our General Partner will be considered to be acting in its individual capacity if it exercises its call right, pre-emptive rights, registration rights or right to make a determination to receive common units in a resetting of the target distribution levels related to its incentive distribution 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, General Partner interest or incentive distribution rights it owns or votes upon the dissolution of the Partnership.

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 our Sponsor and certain its affiliates pursuant to our Partnership Agreement. These unitholders have the right, subject to some conditions, to require us to file registration statements covering any of our common or other equity securities owned by them or to include those securities in registration statements that we have or may file for ourselves or other unitholders. As of the date of this annual report, our Sponsor owns 15,595,000 common units. Following their registration and sale under the applicable registration statement, those securities will become freely tradable. Any sale by our Sponsor of a number of our common units or other securities could cause the price of our common units to decline.

Common unitholders, holders of our Series A Preferred Units, and holders of our Series B Preferred Units have no right to enforce obligations of our General Partner and its affiliates under agreements with us.

Any agreements between us, on the one hand, and our General Partner and its affiliates, on the other, do not and will not grant to the holders of our common units, Series A Preferred Units and Series B Preferred Units separate and apart from us, the right to enforce the obligations of our General Partner and its affiliates in our favor.

Contracts between us, on the one hand, and our General Partner and its affiliates, on the other, will not be the result of arm's-length negotiations.

Neither our Partnership Agreement nor any of the other agreements, contracts and arrangements between us and our General Partner and its affiliates are or will be the result of arm's-length negotiations. Our Partnership Agreement generally provides that any affiliated transaction, such as an agreement, contract or arrangement between us and our General Partner and its affiliates, must be:

- on terms no less favorable to us than those generally being provided to or available from unrelated third-parties; or
- “fair and reasonable” to us, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to us).

Our Manager, which provides our executive officers and certain management and administrative services to us, may also enter into additional contractual arrangements with any of its affiliates on our behalf; however, there is no obligation of any affiliate of our Manager to enter into any contracts of this kind.

Common units are subject to our General Partner’s limited call right.

Our General Partner may exercise its right to call and purchase common units as provided in the Partnership Agreement or assign this right to one of its affiliates or to us. Our General Partner may use its own discretion, free of fiduciary duty restrictions, in determining whether to exercise this right. 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, a common unitholder may have common units purchased from the unitholder at an undesirable time or price.

We may choose not to retain separate counsel for ourselves or for the holders of common units.

The attorneys, independent accountants and others who perform services for us have been retained by our Board of Directors. Attorneys, independent accountants and others who perform services for us are selected by our Board of Directors or the Conflicts Committee and may perform services for our General Partner and its affiliates. We may retain separate counsel for ourselves or the holders of common units in the event of a conflict of interest between our General Partner and its affiliates, on the one hand, and us or the holders of common units, on the other, depending on the nature of the conflict. We do not intend to do so in most cases.

Tax Risks

In addition to the following risk factors, please see “Item 10. Additional Information—E. Taxation” for a more complete discussion of the material Marshall Islands and United States federal income tax consequences of owning and disposing of our common units.

We may be subject to taxes, which will reduce our cash available for distribution to our unitholders.

We and our subsidiaries may be subject to tax in the jurisdictions in which we 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 us or our subsidiaries, further reducing the cash available for distribution. In addition, changes in our operations or ownership could result in additional tax being imposed on us or our subsidiaries in jurisdictions in which operations are conducted. Please see “Item 10. Additional Information—E. Taxation.”

We may have to pay tax on United States-source income, which would reduce our earnings and cash flow.

Under the U.S. Internal Revenue Code of 1986, as amended, or the Code, the United States source gross transportation income of a ship-owning or chartering corporation, such as ourselves, generally is subject to a 4% United States federal income tax, unless such corporation qualifies for exemption from tax under a tax treaty or Section 883 of the Code and the Treasury Regulations promulgated thereunder. U.S. source gross transportation income consists of 50% of the gross shipping income that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States.

We believe we qualified for this statutory tax exemption for our taxable year ended December 31, 2023, and we intend to take this position for United States federal income tax reporting purposes. However, there are factual circumstances beyond our control that could cause us to lose the benefit of this tax exemption in future taxable years and thereby become subject to the 4% United States federal income tax described above. It is noted that holders of our common units are limited to owning 4.9% of the voting power of such common units. Assuming that such limitation is treated as effective for purposes of determining voting power under Section 883, then our 5% Unitholders could not own 50% or more of our common units. If contrary to these expectations, our 5% Unitholders were to own 50% or more of the common units, we would not qualify for exemption under Section 883 unless we could establish that among the closely-held group of 5% Unitholders, there are sufficient 5% Unitholders that are qualified shareholders for purposes of Section 883 to preclude non-qualified 5% Unitholders in the closely-held group from owning 50% or more of our common units for more than half the number of days during the taxable year. In order to establish this, sufficient 5% Unitholders that are qualified shareholders would have to comply with certain documentation and certification requirements designed to substantiate their identity as qualified shareholders. These requirements are onerous and there can be no assurance that we would be able to satisfy them. The imposition of this taxation could have a negative effect on our business and would result in decreased earnings and cash available for distribution payments to our unitholders. For a more detailed discussion, see “Item 10. Additional Information—E. Taxation.”

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

A non-U.S. entity treated as a corporation for United States federal income tax purposes will be treated as a “passive foreign investment company” (or PFIC) for U.S. federal income tax purposes if at least 75% of its gross income for any taxable year consists of “passive income” or at least 50% of the average value of its assets 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 United States federal income tax regime with respect to the income derived by the PFIC, the 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 in the year ended December 31, 2023 and do not expect to be a PFIC for any future taxable year. For this purpose, we intend to take the position that the income our subsidiaries earned from certain of our time-chartering activities should not constitute passive income for purposes of determining whether we are a PFIC.

Our position is not free from doubt, and it is possible that the United States Internal Revenue Service, or the IRS, or a court could disagree with this position. In addition, although we intend to conduct our affairs in a manner to avoid being classified as a PFIC with respect to each 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 taxable year. 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 United States federal income tax consequences. See “Item 10. Additional Information—E. Taxation” for a more detailed discussion of the United States federal income tax consequences to United States unitholders if we are treated as a PFIC.

Pending and future tax law changes may result in significant additional taxes to us.

Pending and future tax law changes may result in significant additional taxes to us. For example, the Organization for Economic Cooperation and Development published a “Programme of Work,” which was divided into two pillars. Pillar One focused on the allocation of group profits among taxing jurisdictions based on a market-based concept rather than the historical “permanent establishment” concept. Pillar Two, among other things, introduced a global minimum tax. The foregoing proposals (in the event international consensus is achieved and implementing laws are adopted) and other possible future tax changes may have an adverse impact on us. Any requirement or legislation that requires us to pay more tax could have a material adverse effect on our business, results of operations, cash flows and financial condition and our ability to pay dividends.

ITEM 4. INFORMATION ON THE PARTNERSHIP

A. HISTORY AND DEVELOPMENT OF THE PARTNERSHIP

Dynagas LNG Partners LP was organized as a limited partnership in the Republic of the Marshall Islands on May 30, 2013 for the purpose of owning, operating, and acquiring LNG carriers and other business activities incidental thereto. In October 2013, we acquired from our Sponsor three LNG carriers, the *Clean Energy*, the *Ob River* and the *Amur River* (formerly named the *Clean Force*), which we refer to as our Initial Fleet. In November 2013, we completed our underwritten initial public offering (our “IPO”), pursuant to which the Partnership offered and sold 8,250,000 common units to the public at \$18.00 per common unit, and in connection with the closing of the IPO, the Partnership’s Sponsor, Dynagas Holding Ltd., a company beneficially wholly owned by Mr. Georgios Prokopiou, the Partnership’s Chairman and major unitholder and certain of his close family members, offered and sold 4,250,000 common units to the public at \$18.00 per common unit. In connection with the IPO, the Partnership entered into certain agreements, including the Omnibus Agreement with our Sponsor, which provides the Partnership with the right to purchase certain identified liquefied natural gas (“LNG”) carrier vessels at a purchase price to be determined pursuant to the terms and conditions contained therein. Following our IPO, we expanded our Initial Fleet and in 2014 and 2015 we acquired the *Arctic Aurora*, the *Yenisei River* and the *Lena River*, each a 2013-built ice class liquefied natural gas carrier, and the related time charter contracts, from our Sponsor, pursuant to our right to acquire such vessels under the Omnibus Agreement in effect at that time.

As of the date of this annual report, we have outstanding 36,802,247 common units, 35,526 general partner units, 3,000,000 9.00% Series A Cumulative Redeemable Preferred Units, or the Series A Preferred Units and 2,200,000 Series B Fixed to Floating Cumulative Redeemable Perpetual Preferred Units or the Series B Preferred Units. Our Sponsor currently beneficially owns approximately 42.4% of the equity interests in the Partnership (excluding the Series A Preferred Units and the Series B Preferred Units) and 100% of our General Partner, which owns a 0.1% General Partner interest in the Partnership and 100% of our incentive distribution rights. Our Sponsor does not own any Series A Preferred Units or Series B Preferred Units. Our common units, our Series A Preferred Units and our Series B Preferred Units trade on the New York Stock Exchange, or NYSE, under the symbols “DLNG,” “DLNG PR A” and “DLNG PR B,” respectively.

Our principal executive offices are located at Poseidonos Avenue and Foivis 2 Street 166 74 Glyfada, Athens, Greece. Our telephone number at that address is +30 210 891 7960. Our website is www.dynagaspartners.com. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The address of the SEC’s internet site is <http://www.sec.gov>. None of the information contained on these websites is incorporated into or forms a part of this annual report. For more information, please see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Our Borrowing Activities.”

B. BUSINESS OVERVIEW

Since our IPO in November 2013, we have been a limited partnership focused on owning and operating LNG carriers growing our fleet from three vessels at the time of our IPO to six vessels at the end of 2015. However, as a result of the significant challenges facing the listed midstream energy MLP industry, our cost of equity capital remained elevated for a prolonged period, making the funding of new acquisitions challenging. All of the vessels in our Fleet are currently contracted on multi-year time charters with international energy companies, including SEFE, Equinor, Yamal, and NextDecade, which we expect will provide us with the benefits of fixed-fee contracts, predictable cash flows and high utilization rates.

We are currently focusing our capital allocation on debt repayment, prioritizing balance sheet strength, in order to reposition the Partnership for potential future growth if our cost of capital allows us to access debt and equity capital on acceptable terms. As a result, if we are able to raise new debt or equity capital on terms acceptable to the Partnership in the future, we intend to leverage the reputation, expertise and relationships with our charterers, our Sponsor and our Manager in growing our core business and potentially pursuing further business and growth opportunities in transportation of energy or other energy-related projects including floating storage regassification units, LNG infrastructure projects, maintaining cost-efficient operations and providing reliable seaborne transportation services to our current and prospective charterers. In addition, as opportunities arise, we may acquire additional vessels from our Sponsor and from third-parties and/or engage in investment opportunities in the general shipping industry or incidental to the LNG or energy industry. In connection with such plans for growth, we may enter into additional financing arrangements, refinance existing arrangements or arrangements that our Sponsor, its affiliates, or such third party sellers may have in place for vessels and businesses that we may acquire, and, subject to favorable market conditions, we may raise capital in the public or private markets, including through incurring additional debt, debt or equity offerings of our securities or in other transactions. However, we cannot assure you that we will grow or maintain the size of our Fleet or that we will continue to pay the per unit distributions in the amounts that we have paid in the past or at all or that we will be able to execute our plans for growth. For further information on the risks associated with our business, please see "Item 3. Key Information—D. Risk Factors."

Our Fleet

As of December 31, 2023, we owned and operated a fleet of six LNG carriers, consisting of the three modern steam turbine LNG carriers, the *Clean Energy*, the *Ob River* and the *Amur River* (formerly named the *Clean Force*), and three modern tri-fuel diesel electric (TFDE) propulsion technology Ice Class LNG carriers, the *Arctic Aurora*, the *Yenisei River*, and the *Lena River*, which we collectively refer to as our “Fleet.” As of December 31, 2023, the vessels in our Fleet had an average age of 13.4 years and are contracted under multi-year charters with an average remaining charter term of approximately 7.1 years. All of the vessels in our Fleet are currently employed on multi-year time charters with international energy companies such as SEFE, Equinor, Yamal, and NextDecade.

As of the date of this annual report, the estimated contracted revenue backlog of our Fleet was approximately \$1.10 billion, \$0.12 billion of which is a variable hire element contained in certain time charter contracts with Yamal. The variable hire rate on these time charter contracts with Yamal is calculated based on two components—a capital cost component and an operating cost component. The capital cost component is a fixed daily amount. The daily amount of the operating cost component, which is intended to pass the operating costs of the vessel to the charterer in their entirety including dry-docking costs, is set annually and adjusted at the end of each quarter to compensate us for the actual costs we incur in operating the vessel. Dry-docking expenses are budgeted in advance within the year of the dry-dock and are reimbursed by Yamal immediately following the dry-dock. The actual amount of revenues earned in respect of such operating cost component of such variable hire rate may therefore differ from the amounts included in the revenue backlog estimate due to the annual variations in the respective vessels' operating costs. As of the date of this annual report, the average remaining contract duration was approximately 6.8 years. The estimated contracted revenue backlog of our Fleet excludes options to extend and assumes full utilization for the full term of the charter. The actual amount of revenues earned and the actual periods during which revenues are earned may differ from the amounts and periods described above due to, for example, off-hire for maintenance projects, downtime, scheduled or unscheduled dry-docking, cancellation or early termination of vessel employment agreements, and other factors that may result in lower revenues than our average contract backlog per day. Our Fleet is managed by our Manager, Dynagas Ltd., a company controlled by Mr. Georgios Prokopiou. See "Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions."

All of the vessels in our Fleet, other than the Clean Energy, have been assigned with Lloyds Register Ice Class notation 1A FS, or Ice Class, equivalent to ARC4 of the Russian Maritime Register of Shipping Rules, designation for hull and machinery and are fully winterized, which means that they are designed to call at ice-bound and harsh environment terminals and to withstand temperatures up to minus 30 degrees Celsius. According to Drewry, as of March 2024, only 33 LNG carriers, representing 4.6% of the LNG vessels in the global LNG fleet, have an Ice Class 1A and Ice-class 1A super designation or equivalent rating. Moreover, in 2012, we were the first company in the world to operate LNG carriers on the Northern Sea Route, which is a shipping lane from the Atlantic Ocean to the Pacific Ocean entirely in Arctic waters, and continue to be one of a limited number of vessel operators to currently do so. In addition, we believe that each of the vessels in our Fleet is optimally sized with a carrying capacity of between approximately 150,000 and 155,000 cbm, which allows us to maximize operational flexibility as such medium-to-large size LNG vessels are compatible with most existing LNG terminals around the world. We believe that these specifications enhance our trading capabilities and future employment opportunities because they provide greater diversity in the trading routes available to our charterers.

We believe that the key characteristics of each of the vessels in our Fleet include the following:

- optimal sizing with a carrying capacity of between approximately 150,000 and 155,000 cbm (which is a medium- to large-size class of LNG carrier) that maximizes operational flexibility as such vessel is compatible with most existing LNG terminals around the world;
- the vessels in our Fleet consist of two series of sister vessels, which are vessels built at the same shipyard, Hyundai Heavy Industries Co. Ltd., that share (i) a near-identical hull and superstructure layout, (ii) similar displacement, and (iii) roughly comparable features and equipment;
- utilization of a membrane containment system that uses insulation built directly into the hull of the vessel with a membrane covering inside the tanks designed to maintain integrity and that uses the vessel's hull to directly support the pressure of the LNG cargo, which we refer to as a "membrane containment system" (see "—The International Liquefied Natural Gas (LNG) Shipping Industry—The LNG Fleet" for a description of the types of LNG containment systems); and
- double-hull construction, based on the current LNG shipping industry standard.

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According to Drewry, as March 31, 2024, there were only 52 LNG carriers in the worldwide LNG trading fleet, including the six vessels in our Fleet, in the size range of 149,000-155,000 cbm, of which 45 have a membrane cargo containment system. There are no LNG carriers in the same size segment in the order book, which has a moss spherical containment system, a well-established spherical containment system designed in Norway, which has been in use for many years. The following table sets forth additional information about our Fleet as of the date of this annual report:

Vessel Name	Year Built	Cargo Capacity (cbm)	Ice Class	Propulsion	Charterer	Estimated Earliest Charter Expiration	Latest Charter Expiration	Estimated Latest Charter Expiration including options to extend
					SEFE			
<i>Clean Energy</i>	2007	149,700	No	Steam	Next Decade	March 2026	April 2026	n/a
<i>Ob River</i>	2007	149,700	Yes	Steam	SEFE	March 2028	April 2028	n/a
<i>Amur River</i>	2008	149,700	Yes	Steam	SEFE	June 2028	July 2028	n/a
					Equinor	August 2026	September 2026	
<i>Arctic Aurora</i>	2013	155,000	Yes	TFDE *	Next Decade	August 2033	September 2033	n/a
<i>Yenisei River</i>	2013	155,000	Yes	TFDE *	Yamal	Q4 2033	Q2 2034	Q2 2049 ⁽¹⁾
<i>Lena River</i>	2013	155,000	Yes	TFDE *	Yamal	Q2 2034	Q3 2034	Q4 2049 ⁽²⁾

*As used in this annual report, "TFDE" refers to tri-fuel diesel electric propulsion system.

- (1) On August 14, 2018, the *Yenisei River* was delivered early to Yamal immediately upon completion of its mandatory statutory class five-year special survey and dry-docking, pursuant to an addendum to the charter party with Yamal under which we agreed to extend the firm charter period from 15 years to 15 years plus 180 days. The charter contract for the *Yenisei River* with Yamal in the Yamal LNG Project has an initial term of 15.5 years, which may be extended at Charterers' option by three consecutive periods of five years.
- (2) On July 1, 2019, the *Lena River* commenced employment under its long-term charter with Yamal. The charter contract for the *Lena River* with Yamal in the Yamal LNG Project has an initial term of 15 years, which may be extended at Charterers' option by three consecutive periods of five years.

Our Chartering Strategy and Charterers

We seek to employ our vessels on multi-year time charters with international energy companies that provide us with the benefits of stable cash flows and high utilization rates. We charter our vessels for a fixed period of time at daily rates that are generally fixed, but which could contain a variable component to adjust for, among other things, inflation and/or to offset the effects of increases in operating expenses.

The *Amur River* is employed under a 13-year charter party with SEFE that expires in 2028.

The *Ob River* is employed under a ten-year charter party with SEFE that expires in 2028.

The *Clean Energy* is employed under an eight-year charter party with SEFE that expires in 2026. Following the expiration of its current charter, the *Clean Energy* is contracted to be employed on a two-year charter party with NextDecade that is schedule to expire in 2028.

The *Arctic Aurora* is employed under a three-year charter party with Equinor that expires in 2026. Following the expiration of its current charter, the *Arctic Aurora* is contracted to be employed on a seven-year charter party with NextDecade that is scheduled to expire in 2033.

The charters of the *Amur River*, the *Ob River* and the *Clean Energy* are under the control of the German government as of April 4, 2022 when Gazprom Germania (and all its subsidiaries), the indirect parent of Gazprom Marketing and Trading (GMT Singapore), was placed under the control of the German Government (Federal Network Agency) and renamed to SEFE GmbH. The vessels under the time charters with SEFE no longer trade from Russian LNG ports.

On August 14, 2018, immediately upon completion of its mandatory statutory class five-year special survey and dry-docking, the *Yenisei River* was delivered earlier than anticipated under its multi-year charter contract with Yamal for the Yamal LNG Project. As a result, we agreed with Yamal to extend the firm charter period from 15 years to 15 years plus 180 days. The initial term of the charter may be extended at Charterers' option by three consecutive periods of five years.

On July 1, 2019, the *Lena River* commenced employment under its multi-year time charter contract with Yamal in the Yamal LNG Project, with an initial term of 15 years, which may each be extended at Charterers' option by three consecutive periods of five years.

Based on the charter contracts described in the preceding paragraphs and the minimum expected number of days committed under those contracts (excluding options to extend), as of April 26, 2024, we have estimated contracted revenue backlog of approximately \$1.10 billion, \$0.12 billion of which relates to the operating expenses and estimated portion of the hire contained in certain time charter contracts with Yamal, subject to yearly adjustments on the basis of the actual operating costs incurred within each year. The actual amount of revenues earned in respect of such variable hire rate may therefore differ from the amounts included in the revenue backlog estimate due to the yearly variations in the respective vessels' operating costs, notwithstanding our current estimated contracted backlog. The average remaining contract duration is approximately 6.8 years.

We may not be able to perform under these contracts due to events within or beyond our control, and our counterparty may seek to cancel or renegotiate our contracts for various reasons. Our inability or the inability of our counterparty, to perform under the respective contractual obligations may affect our ability to realize the estimated contractual backlog listed above and may have a material adverse effect on our financial position, results of operations and cash flows and our ability to realize the contracted revenues under these agreements. Our estimated contract backlog may be adversely affected if the Yamal LNG Project for which certain of our vessels are contracted to be employed is abandoned or underutilized for any reason, including due to changes in the demand for LNG, or if we are required to terminate our relationships with Yamal or any of our other charterers due to, among other things, applicable sanctions. We caution not to place undue reliance on information regarding or estimated contract backlog.

In 2023, we earned 43% (2022: 41%) of our revenues from Yamal which primarily traded from Russian LNG ports. Due to the war between Russia and Ukraine, the United States ("U.S."), European Union ("E.U."), Canada and other Western countries and organizations announced and enacted from February 2022 until the date of this report, numerous sanctions against Russia. However, to date, such sanctions have not expressly prohibited LNG shipping and have not had any adverse effects to the Partnership's time charter contracts. The war between Russia and Ukraine is, however, still ongoing, which may result in the imposition of further economic sanctions in addition to the ones already announced by the U.S., E.U., and other jurisdictions which could adversely affect our charterers and our future revenues from our time charter contracts with Yamal.

For information on our customer concentration, please see "Item 11. Quantitative and Qualitative Disclosure About Market Risk—Concentration of Credit Risk."

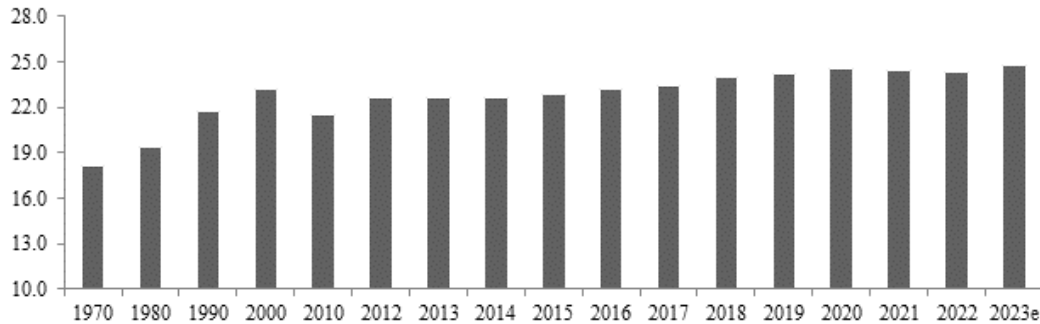
The International Liquefied Natural Gas (LNG) Shipping Industry

All the information and data presented in this section, including the analysis of the various sectors of the international liquefied natural gas (LNG) shipping industry has been provided by Drewry Shipping Consultants, Ltd., or Drewry, an independent consulting and research company. Drewry has advised that the statistical and graphical information contained herein is drawn from its database and other sources. In connection therewith, Drewry has advised that: (a) certain information in Drewry's database is derived from estimates or subjective judgments; (b) the information in the databases of other maritime data collection agencies may differ from the information in Drewry's database; and (c) while Drewry has taken reasonable care in the compilation of the statistical and graphical information herein and believes it to be accurate and correct, data compilation is subject to limited audit and validation procedures.

Overview of Natural Gas Market

Natural gas is one of the key sources of global energy, including oil, coal, hydroelectricity, solar, wind, and nuclear power. In the last three decades, demand for natural gas has grown faster than the demand for any other fossil fuel. Since the early 1970s, natural gas' share of the total global primary energy consumption has risen from 18.1% in 1970 to 24.8% in 2023.

Natural Gas Share of Primary Energy Consumption: 1970-2023¹
(% – Based On Million Tons Oil Equivalent)



(1) Provisional estimate

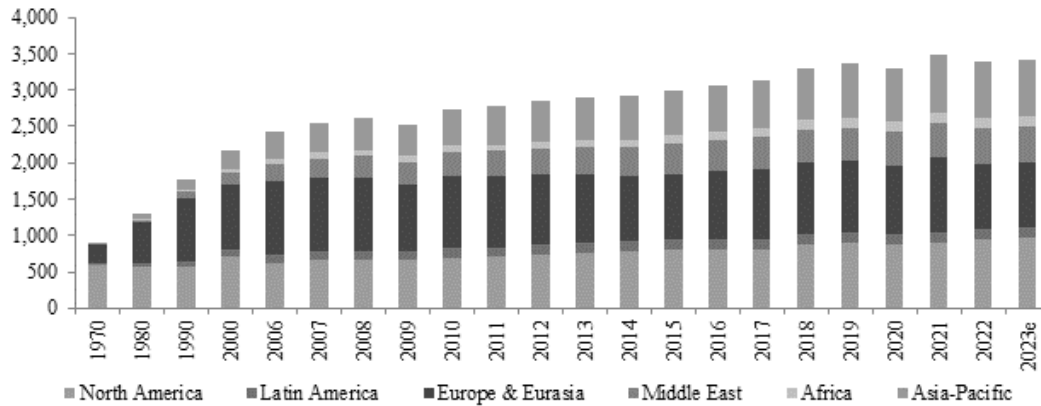
Source: BP Statistical Review, Shell LNG outlook, Drewry

Natural gas has a number of advantages that make it a competitive source of energy in the future. Apart from being abundant in supply, natural gas is the lowest carbon-intensive fossil fuel and least affected by the various regulatory policies aimed to curb greenhouse gas emissions. In recent years, consumption of natural gas has risen steadily due to global economic growth, increasing energy demand, consumers' desires to diversify energy sources, market deregulation, competitive pricing, and recognition that natural gas is a cleaner energy source compared to coal and oil. The level of carbon dioxide emissions and pollutants from natural gas in power generation are 50 to 60 percent lower than the level of carbon dioxide emissions and pollutants from coal-fired power plants. Natural gas emits 15 to 20 percent less heat-trapping gases than gasoline/gas oil when burned in typical automobile engines.

Natural gas is primarily used for power generation and heating. According to Energy Institute Statistical Review of World Energy 2023, worldwide natural gas reserves are estimated at 188.1 trillion cubic meters (cbm) at the end of 2020, which is enough for nearly 48 years of supply at current rates of consumption. During 2013-2023, natural gas consumption rose 2.4% per annum, with growth of 4.6% per annum in Africa, 3.8% per annum in the Middle East, 3.3% in the Asia-Pacific, followed by 3.2% per annum in North America. After declining 2.1% in 2020, global natural gas consumption surged 5.0% in 2021 mainly driven by sharp recovery in global economy. Global natural gas consumption declined in 2022 due to high LNG prices. In 2023, natural gas consumption received support from easing of COVID-19 restrictions in China though partly offset by rise of renewables and nuclear power both in Europe and Asia.

In the last decade, a large part of the growth in natural gas consumption has been accounted for by Asia-Pacific, the Middle East and Africa regions, where gas consumption has increased nearly 1.3 times between 2013 and 2023.

World Natural Gas Consumption: 1970-2023¹
(Million Tons Oil Equivalent)

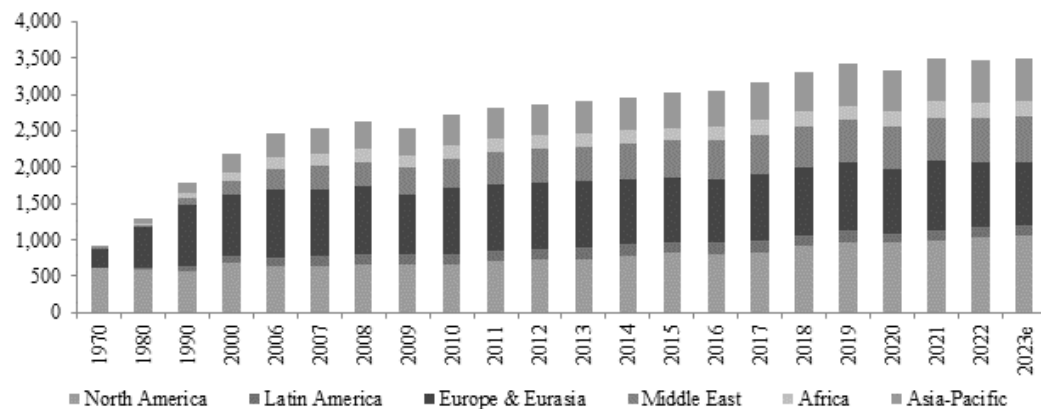


(1) Provisional estimate

Source: BP Statistical Review, Drewry

The International Energy Agency (IEA) has stated that global natural gas reserves are large enough to accommodate rapid expansion of natural gas demand for several decades to come. Although natural gas reserves and production are widespread, the geographical disparity between areas of production and areas of consumption has been the principal stimulus of international trade in natural gas.

World Natural Gas Production: 1970-2023¹
(Million Tons Oil Equivalent)



(1) Provisional estimate

Source: BP Statistical Review, Drewry

Natural gas production in North America has increased due to the emergence of new techniques, such as horizontal drilling and hydraulic fracturing, to access and extract the shale gas reserves. United States (U.S.) domestic gas production has exceeded domestic gas consumption for a large part of the year, which may reduce future gas import rates. Additionally, rising U.S. domestic production may drive down domestic gas prices and raise the likelihood of U.S. gas exports.

As a result of these developments, the North American gas market is moving in a different cycle from that of the rest of the world, and there is a price differential with other markets as indicated in the chart below. Regional price differentials create the opportunity for arbitrage and also act as a catalyst for the construction of new productive capacity. Given these conditions, the interest in exporting LNG from the US has grown and a number of new liquefaction plants have come up in the last few years. LNG prices declined in 2023 due to high inventory levels both in Europe and Asia, mild winter and improved global supply of LNG from Qatar, Australia's Prelude facility and return of Egypt's LNG exports after a pause. LNG prices surged in 2022 on account of high European LNG demand, low inventory levels and geopolitical uncertainty. LNG prices surged in both Asia and Europe in the latter part of 2021 on account of high LNG demand from Europe.

However, this price differential has reduced substantially since 2014 due to a sharp drop in LNG prices in the international market which has led to delay in some new planned facilities. In the latter part of 2018, the price of natural gas in key Asian market such as Japan, South Korea and Taiwan increased due to firm winter demand, whereas LNG prices in China softened in December 2018 due to high cargo availability and low demand. While high restocking activity in the third quarter of 2018 kept China's winter LNG imports stable, LNG prices failed to improve despite increased seasonal consumption. In 2019, LNG prices declined on account of high inventory in Europe and Asia, mild winter across the northern hemisphere, and slowing momentum of China's LNG demand. China's LNG demand faltered in 2019 due to lower economic growth and slower pace of the switch from coal to LNG. However, LNG prices surged in December 2020 and January 2021 in Asian countries on account of harsher-than-expected winter, but have since softened as the winter-led heating demand receded. Low wind energy production, reduced Russian pipeline supply along with weak LNG imports drove European LNG prices higher in 2021, while robust demand and competition with Europe led Asian spot prices to increase.

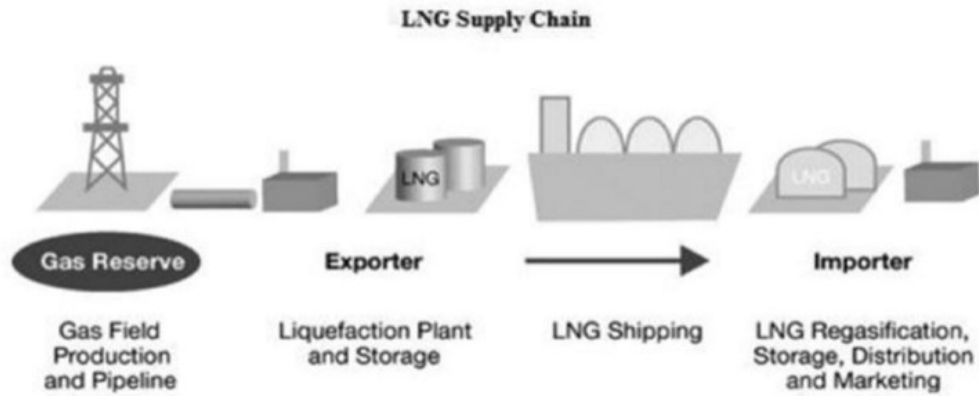
Natural Gas Prices: 2010-February 2024
(U.S. \$ per MMBtu)



Source: GTIS, Drewry

The LNG Market

To turn natural gas into the liquefied form, natural gas must be super cooled to a temperature of approximately minus 260 degrees Fahrenheit. This process reduces the gas to approximately 1/600th of its original volume in the gaseous state. Reducing the volume enables economical storage and transportation by ship over long distances. LNG is transported through sea in specially built tanks on double-hulled ships to a receiving terminal, where it is unloaded and stored in heavily insulated tanks. The LNG is then returned to its gaseous state, or regasified, in regasification facilities at the receiving terminal. Finally, the regasified LNG is moved through pipeline for distribution to natural gas customers.



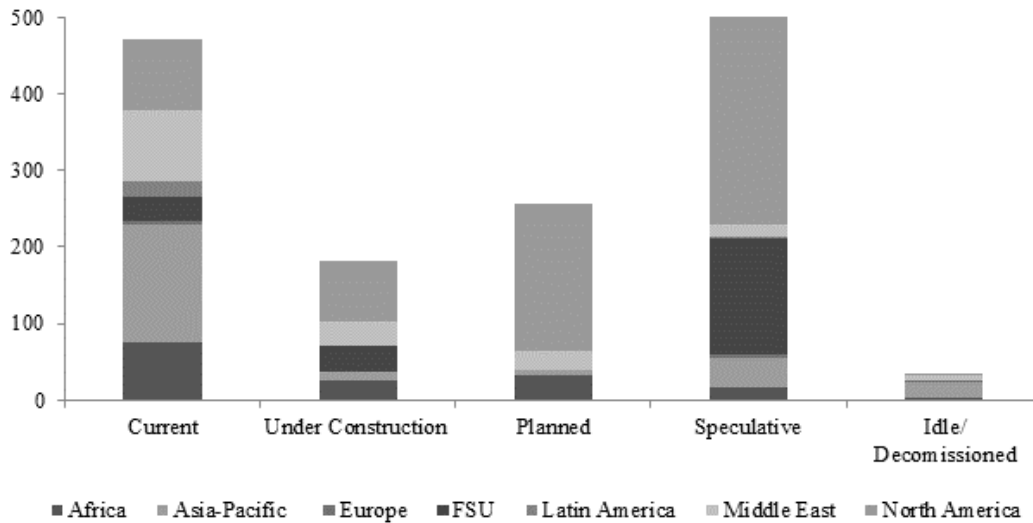
Source: Drewry

LNG Supply

Globally, 202.4 million tons of new LNG production capacity is under construction, 321.3 million tons of new LNG production capacity is planned, and 541.4 million tons of speculative LNG production capacity is under consideration, for which no confirmed plans exist.

World LNG Production Capacity – March 2024

(Million Tons per Annum)



Source: Drewry

As such, LNG production capacity will expand significantly as several new production facilities are now under construction and due on stream in the next few years. Generally, every additional one million ton of LNG productive capacity creates demand for up to two standard modern LNG carriers.

In the last decade, more countries entered the LNG export market. In December 2022, there were 20 producers and exporters of LNG. World trade in LNG has risen from 237.5 million tons in 2013 to an estimated 412.5 million tons in 2023.

LNG Exports: 2010-2023¹
(Million Tons)

Exporters	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023e	% Change 22-23
ALG	12.5	10.5	10.9	12.6	11.8	11.6	12.3	12.0	12.2	10.9	11.8	9.3	11.9	28.2%
USA#	1.5	0.5	0.1	0.3	0.6	3.2	12.2	18.5	33.8	50.8	67.0	82.2	88.8	8.1%
LIB	0.1	—	—	—	—	—	—	—	0.0	0.0	0.0	0.0	0.0	n/a
BRU	6.9	6.6	6.9	6.0	6.4	6.0	6.9	6.8	6.4	6.3	5.6	4.5	4.8	6.8%
UAE	5.8	5.5	5.4	5.8	5.6	5.4	5.6	5.8	5.8	5.0	6.0	5.4	4.2	-22.3%
INO	21.3	17.5	16.4	15.8	16.0	15.5	18.7	18.0	15.5	13.7	13.8	14.0	15.9	13.7%
MAL	24.3	23.2	24.7	24.8	24.9	23.4	26.9	24.3	26.2	23.0	24.9	26.2	22.7	-13.5%
AUS	18.9	20.5	22.1	23.1	29.0	41.5	55.6	67.8	75.4	77.9	78.5	82.7	81.3	-1.6%
QAT	74.9	76.7	77.0	75.5	77.6	76.2	77.5	78.0	77.8	76.9	77.0	82.0	81.2	-1.0%
TNT	13.8	13.7	14.4	14.1	12.4	10.4	10.2	10.1	12.5	11.9	6.2	8.5	7.5	-12.2%
NIG	18.9	19.9	16.3	18.5	20.1	17.3	20.3	20.0	20.8	18.9	16.4	14.2	12.5	-12.2%
OMA	8.0	8.2	8.4	7.8	7.4	7.8	8.2	8.0	10.3	8.5	10.2	11.3	11.4	0.9%
EGY	6.3	4.9	2.7	0.3	—	0.5	0.8	0.8	3.5	3.4	6.6	6.3	3.5	-44.8%
EQG	3.8	3.5	3.7	3.7	3.6	3.2	3.9	3.8	2.8	2.6	2.7	3.8	4.1	7.1%
CAM	—	—	—	—	—	—	—	—	—	—	1.3	1.4	2.7	97.1%
NOR	2.9	3.3	2.8	3.9	4.4	4.6	3.9	3.9	4.7	3.3	0.2	2.8	4.2	50.3%
RUS	10.5	10.8	10.4	10.6	10.6	10.2	11.5	16.2	29.3	30.8	29.6	32.2	31.4	-2.6%
YMN	6.5	5.2	7.0	6.5	1.4	—	—	0.0	0.0	0.0	0.0	0.0	0.0	n/a
PER	3.7	3.9	4.1	4.2	3.6	4.0	3.7	3.8	3.8	3.6	2.6	4.0	4.6	15.2%
FRA	—	—	—	—	—	1.1	1.1	1.0	0.0	0.0	0.0	0.0	0.0	n/a
BEL#	0.4	0.3	1.1	1.1	0.9	—	0.0	0.0	0.0	0.0	0.0	0.0	0.0	n/a
ESP#	0.5	1.2	2.1	3.8	2.3	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	n/a
Papua	—	—	—	3.4	7.1	7.6	8.1	8.0	8.2	8.2	8.3	8.4	8.2	-1.9%
Others##	—	0.7	0.9	1.5	1.4	3.2	3.2	6.2	5.7	1.7	3.5	2.2	11.6	427.3%
Total	241.5	236.9	237.5	243.3	247.4	253.0	290.7	313.0	354.7	357.3	372.3	401.4	412.5	7.8%

Include re-exports

Includes re-exports from Brazil, France, Portugal, South Korea, Japan and Greece

(1) Provisional estimate

Source: BP statistical review, Drewry

Major LNG exporting regions have undergone significant transition in the last ten years with market share of Indonesia and Malaysia having sharply declined. Australia surpassed Qatar as the largest LNG producer and exporter in 2020. Australia's LNG exports constituted 20.6% of the global LNG exports in 2022 and 19.7% of the global LNG exports in 2023, making it the second biggest LNG exporter. US LNG exports surged in 2022 due to increased demand from the European countries and higher LNG prices. US emerged as the second biggest LNG exporter in 2022 and became the biggest LNG exporter in 2023 constituting 21.5% of the global LNG exports. Qatar is now the world's third largest producer and exporter of LNG, accounting for close to 19.7% of the global LNG export in 2023. Qatar took FID on its mega North Field Expansion (NFE) Phase 1 (32 mtpa) project, which is expected to start operations by 4Q25. The FID on Phase 2 of the project, adding 16 mtpa is also anticipated to be accelerated to 2022-23. Qatar announced further expansion of the NFE project in February 2024 and plans to add a further 16 MTPA of LNG production capacity. With these projects, the country aims to add 65 mtpa of liquefaction capacity, taking its total to 142 mtpa from 77 mtpa at the end of 2020. It also plans to boost its carbon capture capacity from the current 2 mtpa, making headways into the carbon-neutral LNG market.

U.S. LNG exports have ramped up significantly in the last six years, increasing from 3.2 million tons in 2016 to 88.8 million tons in 2023. The country's LNG exports have mainly benefited from the new liquefaction terminals coming on stream. Major LNG terminals coming on stream in the last few years include Sabine Pass, Dominion Energy Cove Point, Cameron LNG, Freeport LNG, Cheniere's Corpus Christi terminal second train, Cameroon LNG, Elba Island, Freeport LNG and five of 10 small trains of Kinder Morgan Inc.'s Elba Island facility. More than 66% of the U.S. LNG exports headed to Europe in 2023, a drastic shift in trade over 2021 when Asia was the world's largest importer of LNG and the biggest buyer of US supplies. As of December 31, 2023, LNG export terminals with an aggregate capacity of 82.9 million tons per annum are under construction in the US.

The recent move by the US to re-evaluate its plan to sanction LNG exports to non-FTA countries has created uncertainty over the country's LNG exports. Drewry believes under-construction projects (aggregating 82 mtpa), which are slated to come online by 2028 will remain unaffected, but projects vying for their FID and remain subject to DOE authorisation have come under scrutiny. Moreover, the US government's pause on the issuance of new non-FTA export permits could hamper planned LNG projects, ceasing about 60 mtpa of planned capacity. The projects awaiting FERC approval will be exposed to regulatory risks.

Sakhalin 2, the first LNG project in Russia which started in 2009 (11 mtpa), is the main export contributor apart from the recent Yamal project. In the fourth quarter of 2017, Russia started the first phase of the Yamal LNG project and commenced its first phase of production with a nameplate capacity of 5.5 million tons. The second and third train of the project came online in July 2018 and November 2018 respectively. The third train of the project commenced operations a year ahead of schedule and the project has added an aggregate capacity of 16.5 million tons to the global LNG production. In 2019, Russia added 0.7 mtpa of capacity and the country's LNG exports surged 32.1 percent to 21.4 million tons with Yamal LNG project ramping up to full capacity. Russia LNG exports have increased in recent years with Yamal LNG project ramping up its full capacity. The ongoing Russia-Ukraine war did not impact Russian LNG exports in 2022 as the country registered growth of 8% in 2022 on the previous year. Russia LNG exports increased 8.1% compared to the previous year.

The EU sanctions adopted against Russia so far have not imposed a direct ban on Russian LNG imports. However, the EU and US technology sanctions have started to may affect Russia's LNG expansion plans. Novatek's Arctic LNG 2 started commercial production on its first train in late December and plans to start exports in 1Q24 despite the US-imposed sanctions on the plant. However, following the sanctions, the French entity, TotalEnergies, has declared a force majeure on the project, stating that no shipments of LNG will be taken by the company in 2024. Multiple sale and purchase agreements were signed with cargoes to be sourced from the Arctic LNG-2 plant with supply stipulated to start from 2023, but it has been delayed to 2024 amid US sanctions on Russian LNG. Novatek's plan to ship LNG cargo from Arctic-LNG-2 project has been impacted due to a shortage of ice-class LNG vessels, six of which have not been delivered from South Korea's Hanwha shipyard on account of the US sanctions. Additionally, construction at the other two trains of the plant, with 6.6 mtpa capacity each, remains stalled which were earlier expected to become operational by 2026, hindering Russia's plan to boost its liquefaction capacity to 100 mtpa by 2030.

LNG Demand

In tandem with the growth in the number of LNG suppliers, there has been a corresponding increase in the number of importers. In 2010, there were 34 countries importing LNG and by December 2023, the number increased to 45.

LNG imports by country between 2011 and 2023 are shown in the table below. Despite an increase in the number of importers, Japan, South Korea, and China provide the backbone of LNG trade, collectively accounting for 44% of the total LNG imports as of the end of 2023. While these countries are among the three largest LNG importers, their share in global LNG import declined sharply in 2022 and 2023 (from 53% in 2021 to 44.1% in 2023) due to the increase in LNG import by the European countries and power generation from nuclear and renewable sources in Japan and South Korea. The fast-declining Russian gas supply to Europe forced the region towards LNG to counter the deficit.

China's LNG imports surged in 2017 and surpassed South Korea's to become the second biggest LNG importing nation. There has also been strong growth of LNG imports by India, Taiwan and Spain due to increasing demand from the power sector in those countries and their respective government's focus on the use of natural gas as a source of energy to reduce air pollution caused by conventional sources of energy.

China's LNG imports commenced in 2006 and have since grown exponentially from 0.7 million tons in 2006 to 62.1 million tons in 2022. The country's LNG imports expanded by 41% year on year in 2018 as it took steps to shift from coal to natural gas for heating households during the winter because of the government's policy to increase the share of natural gas in the overall energy demand. After showing strong growth momentum in 2017 and 2018, China's LNG imports growth rate has slowed down in the last two years. The country's LNG imports grew 14.8% YoY to 61.9 million tons in 2019 and 10.1% YoY in 2020. The pandemic-induced demand slump adversely affected Chinese LNG demand in 1H20 with major Chinese LNG importers declaring force majeure. Chinese LNG demand surged in 2021 buoyed by a recovering economy, low inventories and the start of additional regasification capacities. China LNG imports declined 11.7% year over year in 2022 due to the sluggish economic growth, zero-COVID-19 policies and Russia-Ukraine war. With a steady recovery in Chinese economy and lifting of COVID-19 restrictions in January 2023, the country's LNG imports bounced back in 2023.

China's coal to natural gas switch is driven by the country's intent to reduce pollution. China's use of natural gas as a share of the country's overall energy demand increased from 5.5% to 8.2% during the country's 13th Five Year Plan and the share of coal declined from 64% in 2015 to 56.6% in 2020. Under the 14th Five-Year Plan, China plans to formulate an action plan for peaking carbon emission before 2030 and anchor efforts to achieve carbon neutrality by 2060. China's increased emphasis on LNG as a source of energy is the result of its capital, Beijing's, aim to cut the country's greenhouse gas emissions, per unit of GDP, by 60-65 percent between 2005 and 2030. China's plans to achieve carbon neutrality is expected to accelerate its switch from coal to gas and aid LNG demand.

LNG Imports by Country 2010-2023¹
(Million Tons)

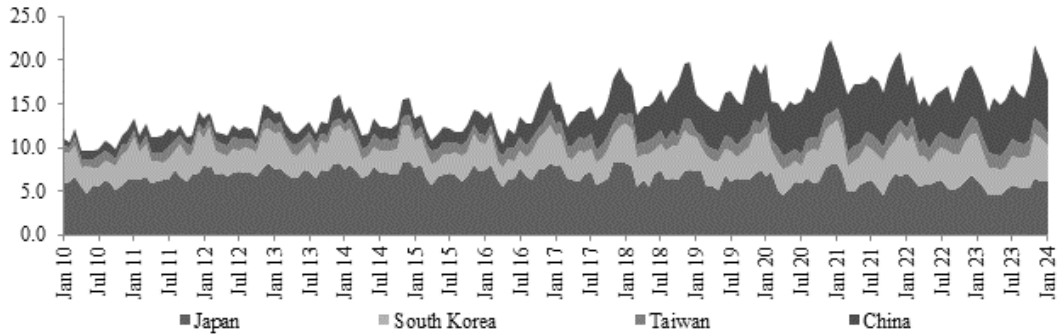
Importer	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023e
Argentina	3.2	3.4	4.7	4.8	4.3	3.8	3.4	3.0	1.2	1.4	2.5	0.4	0.4
Belgium	4.8	3.1	1.6	2.1	2.8	2.1	0.9	1.6	5.1	5.9	3.3	7.2	6.2
Brazil	0.8	2.5	4.1	5.8	5.2	2.2	1.6	2.0	2.3	2.4	7.0	2.2	3.2
Canada	2.4	1.3	0.8	0.6	0.5	0.2	0.3	0.4	0.4	0.6	0.5	0.3	0.1
Chile	2.8	3.0	3.0	2.8	3.1	3.1	3.3	3.6	2.5	2.7	3.1	2.1	2.0
China	12.1	14.6	18.3	19.8	19.1	26.2	38.2	53.9	61.7	68.9	79.3	63.8	71.3
Dom. Rep.	0.7	0.9	1.2	0.9	1.3	1.3	0.9	1.2	1.2	1.2	1.5	1.1	1.0
Egypt	—	—	—	—	2.8	0.6	6.2	2.5	0.1	0.0	0.0	3.9	2.3
France	10.6	7.5	6.4	5.4	4.8	7.0	7.4	7.8	15.6	13.1	12.3	25.5	28.2
Greece	0.9	0.7	0.5	0.4	0.3	0.0	1.3	1.5	2.1	2.2	1.6	2.1	1.8
India	12.5	15.0	12.8	13.8	15.9	16.5	18.7	22.3	23.4	26.6	24.0	20.5	22.1
Indonesia	—	0.7	1.0	1.6	2.0	2.0	2.6	2.0	3.7	2.8	3.3	2.7	2.1
Israel	—	—	0.4	0.3	0.4	0.0	0.5	0.0	0.6	0.6	0.1	0.0	0.0
Italy	6.4	5.2	3.7	3.5	4.3	4.1	6.0	5.6	9.8	9.1	6.9	9.5	11.7
Japan	78.1	86.7	87.0	88.0	86.2	83.3	83.6	82.9	76.9	74.4	74.4	72.2	66.2
Jordan	—	—	—	—	2.9	3.3	3.3	3.0	1.4	0.8	0.2	0.1	0.2
Kuwait	2.3	2.0	1.6	2.7	2.7	2.7	3.5	3.0	3.6	4.1	5.3	5.8	5.2
Lithuania	—	—	—	0.1	0.4	0.0	0.9	0.0	1.4	1.4	1.1	0.8	0.8
Malaysia	—	0.1	1.5	1.7	1.6	1.2	1.8	1.1	2.7	2.6	2.0	2.4	2.3
Mexico	3.0	3.5	5.7	6.8	5.2	4.3	4.8	4.2	4.9	1.9	0.6	0.4	0.5
Netherlands	0.6	0.6	0.6	0.4	0.4	1.1	0.8	1.0	5.8	5.3	5.6	12.3	16.5
Pakistan	—	—	—	—	1.1	2.9	4.6	6.0	8.1	7.4	8.2	7.5	5.9
Portugal	2.2	1.5	1.8	1.2	0.7	0.7	2.7	1.2	4.1	2.7	4.1	4.5	4.6
Puerto Rico	0.5	1.0	1.3	1.3	1.2	0.9	0.9	1.0	1.4	0.9	1.5	0.6	0.8
South Korea	36.0	35.9	39.6	37.3	31.9	32.1	37.8	44.0	40.1	40.8	46.9	46.0	44.1
Spain	17.6	14.7	10.9	11.5	9.5	9.6	12.1	10.0	15.7	15.1	13.8	21.9	20.6
Singapore	—	—	0.9	1.9	2.2	2.2	3.0	3.2	3.3	3.2	3.1	4.0	4.4
Taiwan	11.9	11.7	12.6	13.2	13.7	14.2	16.6	16.7	16.7	17.8	19.4	20.3	20.5
Thailand	0.7	1.0	1.5	1.4	2.6	3.1	3.8	4.4	5.0	5.6	6.6	8.2	10.8
Turkey	4.5	5.7	4.0	5.3	5.5	5.6	7.3	7.1	9.4	10.7	10.0	9.6	10.1
UAE	1.0	1.0	1.1	1.3	1.6	1.5	2.5	2.8	1.4	1.5	1.2	1.8	1.9
UK	18.5	10.0	6.8	6.1	9.4	7.7	4.9	6.6	13.6	13.5	11.0	18.0	18.2
USA	7.3	3.7	2.0	1.2	1.9	1.8	1.5	1.8	1.0	0.9	0.4	0.9	1.2
Africa	—	—	—	—	—	7.4	—	—	—	—	—	7.3	7.1
Others	—	—	—	—	—	3.4	2.8	5.6	9.0	8.1	11.3	15.4	18.2
World Total	241.5	236.9	237.4	243.3	247.3	258.3	290.3	313.0	354.7	356.1	372.3	401.3	412.5

* Includes Colombia, Jamaica and Poland

(1) Provisional estimate

Further expansion of regasification and terminal import infrastructure will support the continued growth in Chinese LNG imports. China is not different from the U.S. in that China also has large deposits of shale gas, but geological structures in China are far more complicated. Additionally, China lacks the infrastructure to support the rapid development of domestic gas supplies, creating demand for imported LNG. Monthly trends in LNG imports among Asian importers between January 2010 and February 2024 are shown in the chart below.

Asian LNG Imports: 2010-February 2024
(Million Tons)



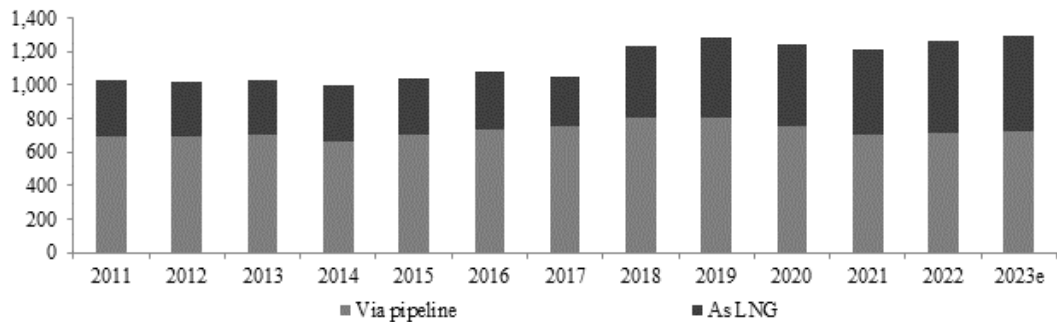
Source: Drewry

International Trade in Natural Gas

Generally, a pipeline is the most economical way of transporting natural gas from a producer to a consumer, provided that the end users are not too distant from the natural gas reserves. However, for some areas, such as the Far East, the lack of an adequate pipeline infrastructure means that natural gas must be turned into a liquefied form (LNG), as this is the only economical and feasible way it can be transported over long distances. Additionally, sea transportation of LNG is more flexible than through a pipeline as it can accommodate required changes in trade patterns that are economically or politically driven.

International trade in natural gas has grown 24.8% between 2013 and 2023, with the volume of LNG trade currently being 1.7 times greater than 2013 levels and accounting for about 44% total natural gas trade. As a result, LNG has captured a growing share of international gas trade, primarily due to the diversification of consumers, flexibility among producers, cost-efficient transport and competitive gas prices. International trade in natural gas grew 2% year over year in 2023. The global economic slowdown and ample gas storage capped the expected LNG appetite in industrial, residential and manufacturing sectors throughout 2023.

World Natural Gas Trade 2011—2023¹
(Billion Cubic Meters)



(1) Provisional estimate

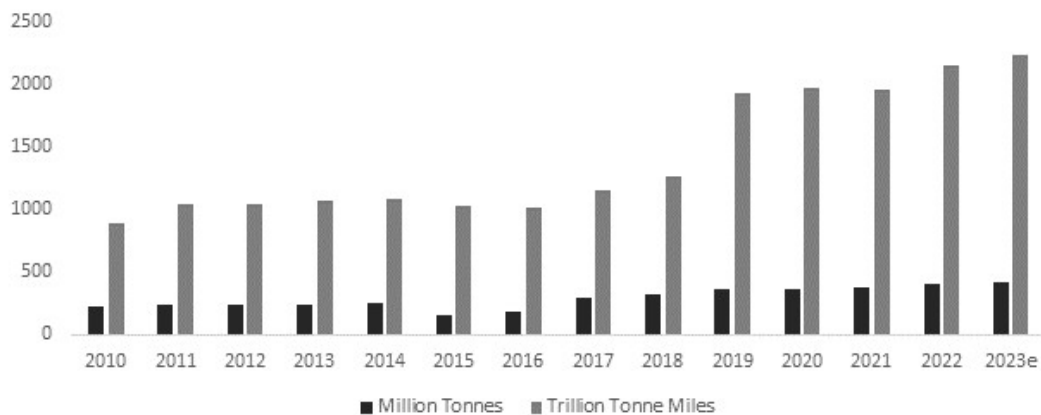
Source: Drewry

LNG Shipping Routes

Although the number of LNG shipping routes has increased in recent years due to growth in the number of LNG suppliers and consumers, demand for shipping services remains heavily focused on a number of key trade routes. In 2023, the principal trade routes for LNG shipping included Qatar to Europe (the United Kingdom, Italy and Spain), Qatar to Asia (India, Japan and South Korea), Australia to Asia (China, Japan and South Korea), Malaysia to Japan, US to Europe, US to Asia (South Korea and Japan), Russia to Asia (Japan, South Korea, Taiwan and China), Russia to Europe (France, Netherland, United Kingdom and Spain) and US to Europe and Asia.

One important result of the geographical shifts in LNG production and consumption is that demand for shipping services (expressed in terms of ton miles) has grown at a much faster rate than the underlying increases in LNG trade. Ton miles are derived by multiplying the volume of cargo by the distance between the load and the discharge ports on each voyage. During 2013-2023, demand for LNG shipping services, expressed in terms of ton miles, has increased at a compound average growth rate (CAGR) of 7.7%, compared with a 5.7% increase in the volume of cargo carried.

LNG Seaborne Trade 2010-2023¹



(1) Provisional estimate

Source: Drewry

LNG Trades Requiring Ice Class Tonnage

Ice Class Vessel Classifications

Ice class designations are assigned to ships that are strengthened to navigate in specific ice conditions. Ice class vessels are governed by different ice class rules and regulations depending on their respective area of operations.

Baltic Sea

- Bay and Gulf of Bothnia, Gulf of Finland - Finnish-Swedish Ice Class Rules (FSICR)
- Gulf of Finland (Russian territorial waters) - Russian Maritime Register (RMR) Ice Class Rules

Arctic Ocean

- Barents, Kara, Laptev, East Siberian and Chukchi Seas - Russian Maritime Register (RMR) Ice Class Rules

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- Beaufort Sea, Baffin Bay, etc. - Canadian Arctic Shipping Pollution Prevention Rules (CASPPR)
- RMR Ice Class Rules

There are also ice class rules and regulations for commercial ship operations on inland lakes, mainly the Great Lakes/St. Lawrence Seaway.

In the context of current commercial newbuilding orders, the FSICR have become the *de facto* standard for new tonnage. Four ice classes are defined in the FSICR. The FSICR fairway due ice classes along with the design notional level thicknesses, in order of strength from high to low, are:

Class	Standard
IA Super (IAS)	Design notional level ice thickness of 1.0m. For extreme harsh ice conditions.
IA	Design notional level ice thickness of 0.8m. For harsh ice conditions.
IB	Design notional level ice thickness of 0.6m. For medium ice conditions.
IC	Design notional level ice thickness of 0.4m. For mild ice conditions.

The FSICR and the system of ice navigation operated during the winter months in the Northern Baltic are the most well-developed criteria and standards for ice navigation. The system of ice navigation comprises three fundamental elements:

- Ice class merchant vessels (compliant with the FSICR for navigation in the northern Baltic);
- Fairway navigation channels; and
- Ice breaker assistance.

Year-round navigation and continuity of trade using the above three fundamental elements were first introduced in the northern Baltic Sea areas during the 1960s. The current FSICR, as well as the system of ice navigation, has evolved over the years to its current state.

Requirement for Ice Class Tonnage

The FSICR include technical requirements for hull and machinery scantlings as well as for the minimum propulsion power of ships. The hull of ice class vessels and the main propulsion machinery must be safe. The vessel must have sufficient power for safe operations in ice-covered waters. During the vessels' normal operations, they encounter various ice interaction loadings, which calls for strengthened hull structures.

In addition to the ice class rules, ships are required to comply with requirements set by the maritime authorities in various jurisdictions. For example, the Russian marine operations headquarters accepts ships with ice-strength functionalities according to or at least the equivalent of FSICR 1B and compliance with crewing and icebreaker assistance requirements in order to operate in the Northern Sea Route (NSR).

Ice Class LNG Fleet

The number of ships in the international LNG fleet with an ice class standard is very low. As of March 2024, there were only 33 LNG carriers with Ice Class 1A and Ice-Class 1A Super Standard in operation and 13 vessels on order.

Northern Sea Route (NSR)

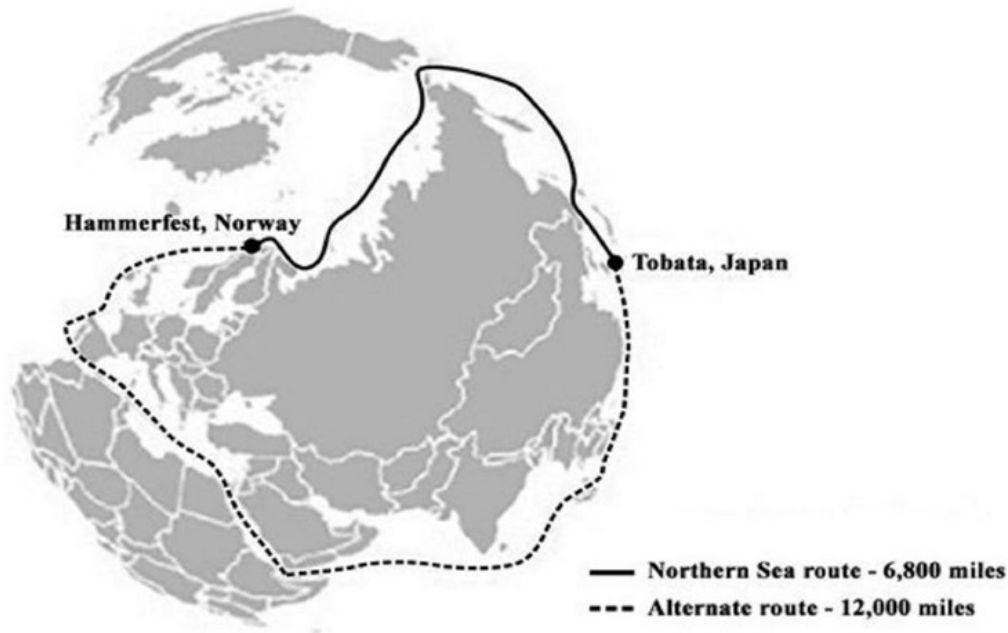
Currently, cargo flows through the NSR are dominated by oil, gas and mineral exports, particularly coal and iron ore. Demand for shipping for these commodities in the region has been increasing in recent years, driven by several key factors, including:

- reduced level of sea ice has extended the summer shipping season in the Arctic and is making some areas easy to navigate;
- increase in mineral resource development activities in the Arctic;

- commodity demand growth in Asian economies;
- technological developments which have made NSR a more feasible shipping route than in the past; and
- chronic political problems in the Middle East, piracy in North Africa, and non-transparent commercial disputes over the Suez in Egypt.

These factors have made NSR a promising alternative.

Northern Sea Route



Source: Drewry

With Yamal LNG project coming on stream in 2016, transit LNG cargo volume through Northern Sea Route (NSR) has increased 25.6% between 2019 and 2023. In 2022, cargo to Asia from Yamal LNG declined as more cargo went to Europe. Cargo to Asia from Yamal LNG recovered in 2023.

LNG exports through the Northern Sea Route

	2019	2020	2021	2022	2023	2024 YTD
Number of Vessels	20	35	47	31	36	0
Total Cargo Volume (thousand tons)	1,517.5	2,655.9	3,553.0	2,333.4	2,728.0	-

Source: Drewry AIS Note: Vessels loading LNG from Russia's Sabetta and moving to Asia

In early 2017, the most suitable LNG terminal on the NSR for loading LNG for transport to the Far East was located in Northern Norway. The distance from Norway to Japan through the NSR is approximately 45% shorter than traditional shipping routes through the Suez Canal. The Arctic route allows ships to save time, fuel, and cut back on environmental emissions.

Russia began production at the first train of the Yamal LNG project in December 2017, while the second and third train of the project began production in July 2018 and November 2018, respectively. The Yamal project (located in remote northern Russia, above the Arctic Circle) has capacity to produce 17.4 million tons of LNG (as of February 28, 2023). In December 2018, Yamal LNG offloaded its one hundredth LNG cargo since the beginning of the first train of the project in December 2017. The Yamal LNG project attained full capacity in 2019 and Russia's LNG exports increased 32.1% in 2019 over the previous year. Russia LNG exports increased 8.8% YoY in 2022 despite ongoing Russia-Ukraine war. Russian LNG exports declined 2.6% year over year in 2023 due to planned maintenance at its plants. Drewry expects that increased Russian LNG exports will increase the demand for ice class vessels as the transportation from Yamal and Arctic LNG1 project to Asian and European countries will require a specialized category of ice-breaker LNG carriers capable of taking the shorter Arctic route. However, exit of some of the foreign partners from Russian projects following Russia-Ukraine crisis and the EU's technology sanctions may impact the progress on Arctic LNG2 and Arctic LNG3 project and consequently LNG ship demand related to these projects.

Russia will be able to deliver LNG at a lower price than most of its competitors due to the low feedstock cost of the world's most complex LNG project and the introduction of a shorter shipping route. Furthermore, the project has benefitted from the Russian government's support, including a 12-year exemption from mineral extraction tax, no export taxes on LNG, and government-subsidized construction of the port of Sabetta.

Arc 7 LNG vessels will be required to pass the NSR via the Bering Strait, which will enable vessels to reach Asia in 15 days, while the conventional route via the Suez Canal takes 30 days. This, in turn, will benefit importers by reducing voyage time and transportation expenses.

In general, ships below 1A Ice-Class will not be allowed to trade on NSR, which provides an advantage to vessel owners with ice class tonnage. Furthermore, vessel owners/operators with experience of operating in ice conditions will have a competitive advantage over the traditional operators that make occasional voyages into the region during the winter months.

IMO 2020 regulation and its impact on LNG demand

The IMO, the governing body of international shipping, has made a decisive effort to diversify the industry away from HFO into cleaner fuels with less harmful effects on the environment and human health. Effective in 2015, ships operating within the Emission Control Areas (ECAs) covering the Exclusive Economic Zone of North America, the Baltic Sea, the North Sea, the English Channel, the North American area, and the U.S. Caribbean Sea area, are required to use marine gas oil with allowable sulfur content up to 0.1%.

In order to reduce the emission of air pollutants from ships in key areas of China, the Ministry of Transport issued stricter emission control area regulations in their territorial waters. Beginning on January 1, 2020, ships entering inland waterways, including the Yangtze River and Xijiang River, have to adhere to a strict requirement of 0.1% sulfur content. From January 1, 2022, ships are required to comply with the 0.1% sulfur content requirement when entering the Hainan coastal ECA. China is considering adopting more stringent emission control requirements, such as to implement the 0.1% sulfur content limit requirement in all coastal waters beginning January 1, 2025.

The IMO implemented emission control regulations globally with effect from January 1, 2020. These regulations stipulate that ships sailing outside ECAs will switch to an alternative fuel with permitted sulfur content up to 0.5% or will retrofit scrubbers in order to reduce emissions. LNG qualifies as an alternate fuel for complying with IMO regulations as it has sulfur content below 0.1%. This has resulted in some ship owners getting their vessels retrofitted so that they can use LNG as a fuel. Some ship owners also prefer to have their newbuilding vessels LNG ready.

As of March 2024, the global shipping fleet comprises 523 LNG-capable vessels (i.e., non-LNG carriers) with another 560 vessels on the orderbook. The number of LNG-fueled vessels on the water is set to increase in coming years. 59 LNG-capable vessels aggregating 2.6 mdwt were delivered in 2021, 121 vessels aggregating 8.7 mdwt were delivered in 2022 and 116 vessels aggregating 15.4 mdwt delivered in 2023. These promising numbers highlight the industry's rising inclination towards accepting LNG as a bunker fuel.

EU ETS and FuelEU

In addition to the IMO regulation, the EU has introduced a set of proposals including the EU Emissions Trading System (EU ETS) and FuelEU Maritime Initiative. Shipping emissions will be phased into the EU ETS gradually, starting in 2024, resulting in obligations to surrender allowances covering 40% of in-scope emissions in 2024, 75% in 2025 and 100% in 2026. The EU ETS will include 100% emissions from voyages and port calls within the EU and 50% emissions from voyages between an EU port and a non-EU country. In addition, methane (CH₄) and nitrous oxide (N₂O) will be included from 2026. The EU ETS provides rules regarding greenhouse gas (GHG) intensity with respect to energy used onboard all ships arriving in the EU. It aims to reduce net GHG emissions by at least 55% by 2030 and makes climate neutrality by 2050 legally binding. All shipowners trading in European waters will need to comply with these regulations.

The European Union's FuelEU Maritime Regulation, which will come into effect on January 1, 2025 establishes a framework for decarbonizing the maritime industry within the European Union and European Economic Area (EEA). It dictates mandatory reductions in the yearly average greenhouse gas (GHG) intensity of energy used aboard ships operating in these regions. This reduction is measured as grams of CO₂ equivalent per MegaJoule (gCO₂e/MJ) and applies to the vessel's entire energy lifecycle, encompassing "well-to-wake" emissions. This comprehensive approach includes emissions associated with fuel extraction, cultivation, production, transportation, and onboard usage.

Ships will be required to undertake a combination of initiatives in order to comply with the upcoming environmental regulations. These may range from switching to low/zero carbon alternative fuels, paying carbon taxes, retrofitting energy-saving devices, propulsion improvement devices, as well as voyage optimization techniques. The emission control regulations could slow the speed of the vessels in the next few years, reducing the supply of ships. Therefore, in the short term, this will benefit shipowners as the fleets are younger since charter rates should potentially increase with lower vessel supply.

Besides the IMO regulations, the decarbonization of shipping is being propelled by various state and non-state stakeholders of the shipping industry. In recent years, there have been several developments such as the Sea Cargo Charter, Poseidon Principles for ship finance banks and Poseidon Principles for Marine Insurance. In addition, there have been several industry-led initiatives to facilitate movement towards low-/zero-carbon shipping such as Getting to Zero Coalition, The Castor Initiative for Ammonia, the Global Centre for Maritime Decarbonization, and the Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping.

IMO GHG strategy

At the MEPC 80 session in July 2023, the IMO revised its GHG emission reduction targets in line with the Paris Agreement, setting more ambitious targets compared to its 2018 initial GHG strategy. The organization now aims for net-zero emissions from the shipping industry by 2050. The IMO has added two indicative checkpoints for GHG reduction – (i) To reduce the total annual GHG emissions from international shipping by at least 20%, striving for 30% in 2030, compared to 2008, and (ii) To reduce the total annual GHG emissions from international shipping by at least 70%, striving for 80% by 2040, compared to 2008. In addition, targets have been set for 2030: (i) reduction of CO₂ emission per transport work by at least 40% compared to 2008, and (ii) uptake in zero or near-zero GHG emission fuels by at least 5% and striving for 10%.

Achieving these targets will require a combination of energy efficiency requirements and energy saving technologies, in addition to encouraging shipowners to use alternative fuels such as biofuels and electro-/synthetic fuels such as hydrogen or ammonia. It may also include limiting the speed of ships. Currently, there is uncertainty regarding the exact measures that the IMO will undertake to achieve these targets. IMO-related uncertainty is a key factor preventing shipowners from placing new orders, as the vessels with conventional propulsion systems may have a high environmental compliance cost and possibly faster depreciating asset values in the future. Some shipowners have decided to manage this risk by ordering LNG-/methanol-fueled ships to comply with stricter regulations that may be announced in future.

The IMO concluded MEPC 80, addressing the current GHG measures and an additional basket of mid-term measures, including an economic and technical measure. Details on these measures will be discussed further in the upcoming inter-sessional meetings held by the IMO. The economic measure is expected to come in the form of a GHG levy and the technical measure will introduce a Goal Based Fuel Standard (GFS), which will assess the fuels that are used onboard on a life cycle basis according to the life cycle GHG intensity of marine fuels (LCA) guidelines. Both measures are expected to be implemented in 2027.

Alternative fuels for shipping

The IMO has set a target to reduce GHG emissions by 50% in 2050, which cannot be achieved with low-sulfur fuel and so has encouraged innovation in alternative fuels. The IMO has also been planning other technical and operational measures in order to meet emission targets. Alternative fuels like LPG and methanol are mainly used on vessels carrying these as cargo while LNG is used as a fuel in LNG vessels and also in other vessels. Since hydrogen and ammonia are in the initial stages of development as marine fuel, LNG is expected to remain the preferred alternative fuel in the near-to-medium term due to its availability. However, LNG is still a fossil fuel and is unable to meet the IMO 2050 decarbonization target. Another drawback is that LNG propulsion requires an LNG-capable engine which would need additional capex and increased fuel storage space. Biofuel is another potential alternative because it requires no major modification of engine, and therefore, no significant additional capex.

The LNG Fleet

LNG carriers are specialist vessels designed to transport LNG between liquefaction facilities and import terminals. They are double-hulled vessels with sophisticated containment systems that hold and insulate LNG to maintain it in liquid form. Any LNG that evaporates during the voyage and converts to a natural gas (normally referred to as boil-off) can be used as fuel to help propel the ship.

Among the existing fleet, there are several different types of containment systems used on LNG carriers, but the two most popular systems are:

- The Moss Rosenberg spherical system, which was designed in the 1970s and is used by a large portion of the existing LNG fleet. In this system, multiple self-supporting, spherical tanks are built independent of the carrier and arranged inside its hull.
- The Gaz Transport membrane system, which is built inside the carrier and consists of insulation between the thin primary and secondary barriers. The membrane is designed to accommodate thermal expansion and contraction without overstressing the membrane.

However, most new vessels are being built with membrane systems such as the Gaz Transport system. This trend is primarily a result of lower Suez Canal fees and related costs associated with passage through the Suez Canal, often required for many long-haul trade routes. In addition, ships with membrane systems, such as the Gaz Transport membrane system, tend to operate more efficiently with less wind resistance as compared to the ships with Moss Rosenberg systems. Generally, ships with membrane systems achieve better speed due to improved hull utilization, reduced cool down time, and better terminal capacity.

LNG Fleet

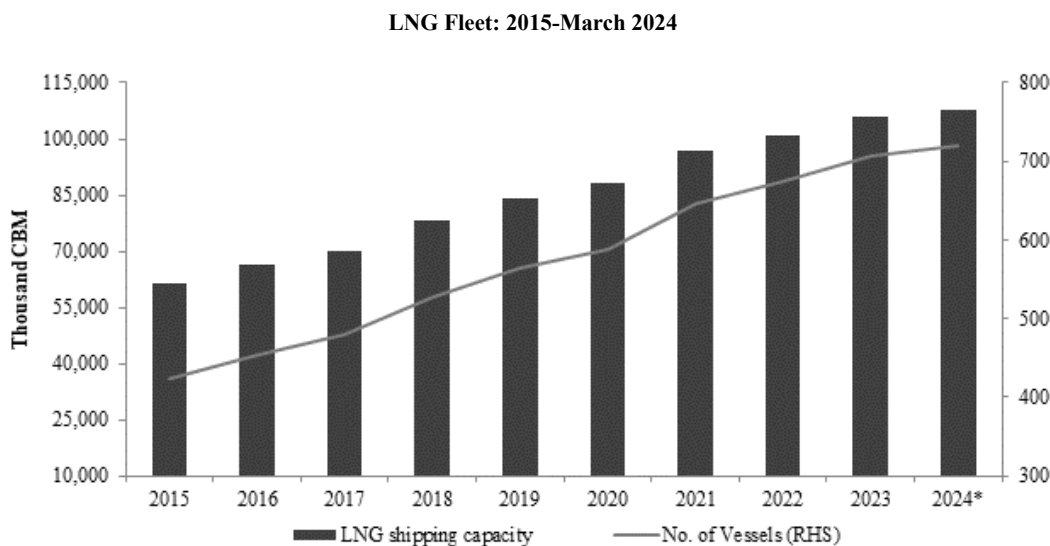
The cargo capacity of an LNG carrier is measured in cbm. As of March 31, 2024, the worldwide fleet totaled 719 ships with a combined capacity of 107.6 million cbm. The breakdown of the fleet by vessel size is shown below.

The LNG Fleet by Vessel Size: March 31, 2024

Size	No.	000 Cbm
0-17,999 cbm	43	279
18-49,999 cbm	29	713
50-74,999 cbm	4	278
75-124,999 cbm	5	395
125-149,999 cbm	181	25,503
150-199,999 cbm	407	69,054
200-219,999 cbm	36	7,608
220,000+ cbm	14	3,727
Total	719	107,558

Source: Drewry

The changes in LNG fleet supply are a function of deliveries of new ships from the orderbook and the removal of existing vessels through scrapping. The increases in seaborne LNG trade and ship demand over the last three years have resulted in rapid growth in the overall fleet size. LNG fleet capacity has expanded at a CAGR of 7.1% per annum between 2013 and 2023. High deliveries in the last three years have led to a sharp increase in LNG fleet in these years.



Source: Drewry

Within the current worldwide fleet, there are only 76 vessels with ice class certification and these vessels account for close to 9.6% of the global LNG fleet. These ships are a niche part of the market and command a premium over the freight rates of non-ice class vessels.

The age profile of the existing fleet as of March 31, 2024, is shown below. The average age of all LNG carriers in service is 10.9 years, with lower fleet ages for comparatively bigger vessels and smaller vessels. Whereas, mid-sized vessels are relatively older.

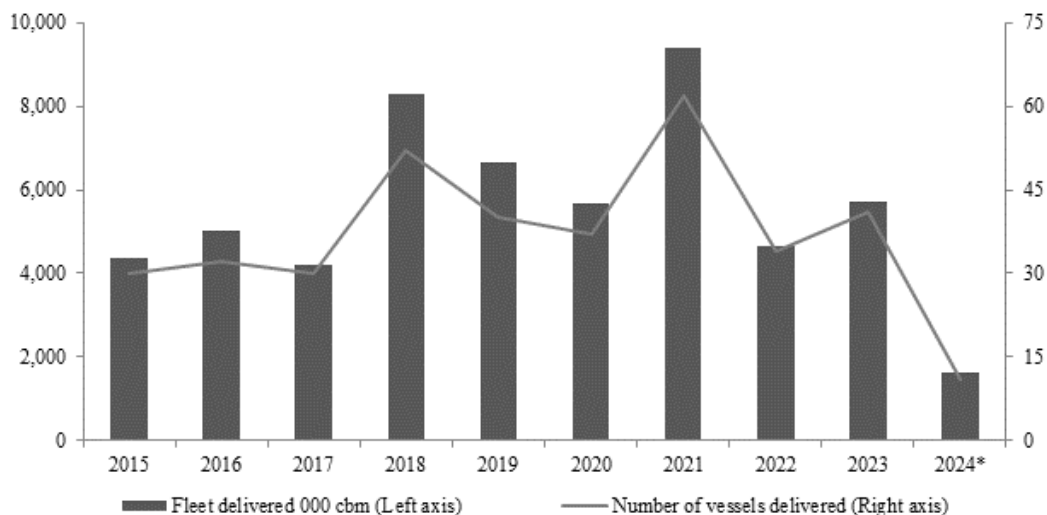
LNG Fleet Age Profile: March 31, 2024

Size Range in CBM	Average Age (Years)
0-18,000	8.6
18-50,000	9.0
50-75,000	21.7
75-125,000	4.2
125-150,000	21.1
150-200,000	6.4
200-220,000	13.5
220,000+	14.8
Average Age -Total Fleet	10.9

Source: Drewry

Due to high-quality construction and in most cases, high-quality maintenance, LNG carriers tend to have longer trading lives than oil tankers. However, older ships may find it harder to find employment. EEXI and CII regulations are expected to impact older steam turbine LNG vessels more. These vessels will need to reduce the speed. Ships built before 1990 will likely be replaced in the near future. Some of older tonnage may also get converted into FSRU. LNG fleet deliveries over last nine years are shown below.

LNG Fleet Delivery: 2015-March 2024



Source: Drewry, Note YTD 2023 deliveries include deliveries between January and March 2024

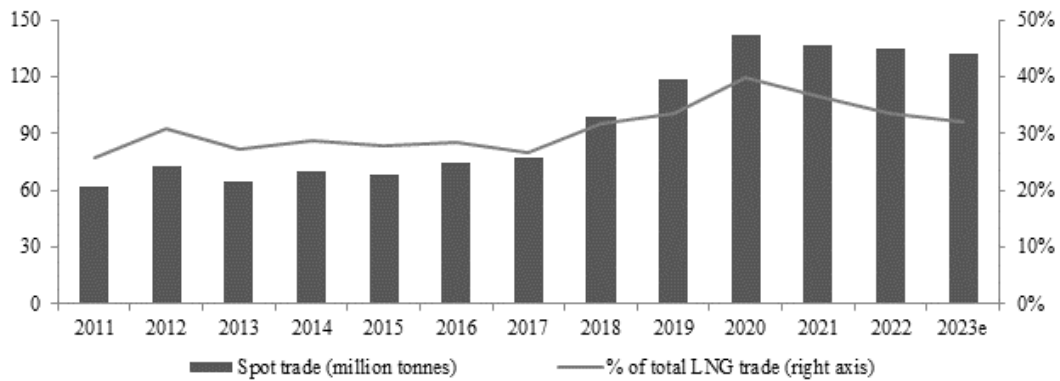
LNG Shipping Arrangements

LNG carriers are usually chartered for a fixed period of time. Shipping arrangements are normally based on charters of five years or more because:

- LNG projects are expensive and typically involve an integrated chain of dedicated facilities. Accordingly, the overall success of an LNG project depends heavily on long-term planning and coordination of project activities, including marine transportation; and
- LNG carriers are expensive to build, and vessel financing is supported by the corresponding cash-flow from long-term fixed-rate charters.

Most end users of LNG are utility companies, power stations or petrochemical producers with operations that depend on reliable and uninterrupted deliveries of LNG. Although most shipping requirements for new LNG projects continue to be provided on a long-term basis, spot voyages and time charters of four years or less have become a feature of the market in recent years. However, it should be noted that the LNG spot market is different from the tanker spot market. In the tanker market, the term “spot trade” refers to a single voyage, which is arranged at a short notice. In the LNG market, the term “spot trade” refers to the transport of one or more cargoes, sometimes within a specified time period between one and six months, with a set-up time of possibly several months. With changing global LNG market, the vessel owners are gradually increasing their exposure to spot trade. Earlier shipowners used to employ more than 85% of their fleet on long-term charters and 10 to 15% of the fleet used to operate in spot trade. However, short term LNG trade data for last ten years indicates that with increasing imports of China from the spot market and taking advantage of the rate spike in winters and other market imbalances, shipowners have increased the spot market exposure in the range of 27% to 40%.

Short-term LNG trade 2011-2023



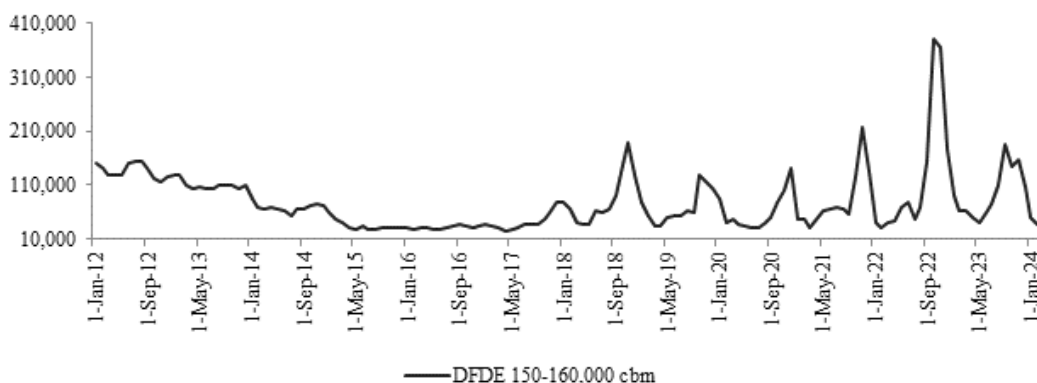
Source: Drewry

Spot earnings for LNG ships

Spot rates for LNG vessels were at its peak in 2012 following the Fukushima nuclear disaster of March 2011 in Japan. The disaster compelled Japan to adopt LNG more actively in lieu of nuclear power. The spot rates reached their lowest in 2016 as the demand slowed down. In 2018, the spot rates increased steadily despite strong newbuild deliveries. The strengthening in spot earnings of LNG ships was facilitated by a demand driven market in which demand for LNG vessels has outpaced the supply growth in world LNG fleet. Spot rates softened in 2019 on account of lower LNG imports in China, higher LNG inventory levels in Europe and Asia, and mild winter.

Spot LNG shipping rates plummeted in the first quarter of 2020 as the coronavirus (COVID-19) outbreak had an adverse impact on LNG trade and LNG spot prices. The outbreak forced several countries to go into lockdown, leading to decline in the world GDP and consequently weak LNG demand. Many LNG cargos were cancelled due to weak Asian LNG demand and high European gas inventories. However, LNG demand recovered in the latter half of 2020 as countries started easing the lockdown. LNG spot shipping freight rates started increasing from November 2020 on account of the cold snap in Asia, congestion in the Panama Canal, and availability of fewer LNG ships in the spot market. Higher Asian LNG demand supported spot LNG shipping rates in 2021. LNG shipping spot rates surged in 2022 mainly driven by European LNG imports as Europe switched towards LNG to end its reliance on Russian gas. LNG shipping spot rates softened in 2023 due to high inventory levels both the in Europe and Asia, relatively mild winter and rising nuclear and renewable power in Asia, which limited LNG demand.

Spot rate for LNG ships January 2012 – January 2024
(U.S. \$ per day)



Source: Baltic exchange, Drewry

Russia-Ukraine war and impact on LNG shipping

The ongoing Russia-Ukraine war has led to a change in the LNG shipping trade pattern with Europe substituting Russian natural gas imports with LNG imports. The changing trade patterns have impacted LNG shipping with uncertainty over Russian gas supply to Europe, compelling the latter to increase its imports and upping the use of other alternatives – coal and nuclear- along with energy conservation measures. Europe is also accelerating FSRU-based LNG import projects to increase imports. Around 30 mtpa of regasification capacity was added in 2023. The rush to build import terminals in Europe eased considerably in 2023. Some projects were delayed or cancelled as the continent’s position got better compared to 2022.

Israel-Hamas war and the Houthi crisis in the Red Sea impact on LNG shipping

US, Qatari and even Russian LNG vessels are transiting vis the Cape of Good Hope (COGH) due to the heightened Houthi attacks in the Red Sea, which adds premium insurance, increasing costs. The higher frequency of LNG vessels via COGH and reduced transits via the Suez and Panama canals could cause volatility in LNG shipping rates during the seasonal high demand. Transits via the COGH result in longer deployment of LNGCs, generating vessel demand and adding tonne miles. However, the high deliveries may counter the possible gains that the sector could reap due to the ongoing disruptions at the two major canals.

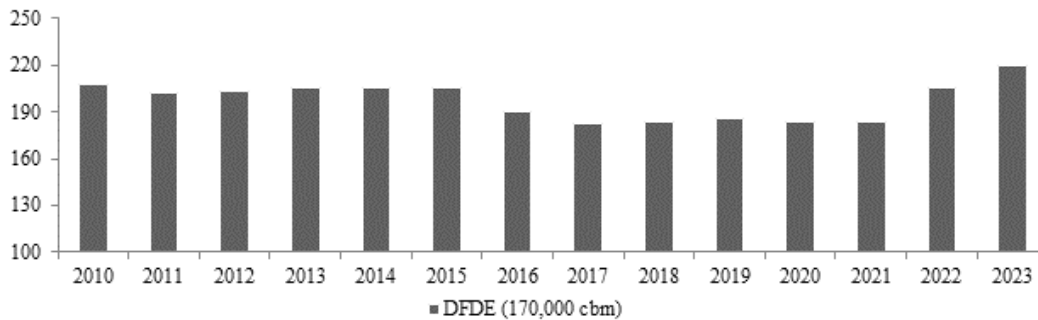
The recent retaliatory drone attack by Iran against Israel represents a significant escalation in the conflict, with the two feuding nations now directly striking each other’s territory. LNG shipping rates continue to soften due to ample storage in Europe reducing supply risk. The unlikely scenario of Strait of Hormuz blockage would benefit the shipping sector in the short term as we expect importers to arrange alternative supply leading to a rise in tonne-mile demand. However, if the blockage persists for over a month, then we expect to see several vessels idling with nearly 20% of the global LNG supply impacted, leading to depressed charter rates.

Newbuilding Prices

Similar to other types of vessels, newbuilding prices for LNG carriers rose steeply in the late 1980s and early 1990s, and then began to drift downwards in the mid-1990s and fall sharply in the late 1990s. At the beginning of 1992, the price of a 125,000 cbm ship from a Far East yard was reported to be approximately \$270 million to \$290 million, compared with a low of \$120 million at the end of 1986. However, by early 2000 new orders were being struck at a new low of around \$150 million.

After the lows of early 2000, prices crept to \$165 million in 2001. Pressure on newbuilding prices pushed prices closer to \$160 million in 2002, and by 2003 prices fell to just above \$150 million. However, constrained shipbuilding capacity, currency movements and high steel prices led to an increase in prices in 2004 to around \$175 million. Prices rose above \$200 million in 2005 and renewed pressure on shipbuilding prices pushed prices close to \$220 million in 2006.

LNG Carrier Newbuilding Prices: 2010-2023
(End Period – U.S. \$ Million)



Source: Drewry

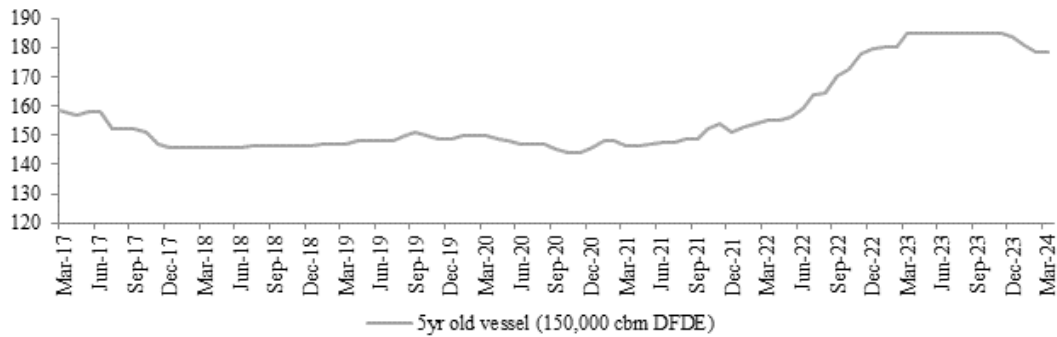
Prices for larger sized LNG carriers of 210,000-220,000 cbm were around \$215 million when they were first ordered in late 2004 and increased to \$235 million in the summer of 2005.

Newbuilding prices reached an all-time high of \$250 million around mid-2008, influenced by a number of factors including the declining dollar exchange rate, easy availability of finance, high steel prices, and tight shipbuilding capacity. However, newbuilding prices fell in the period between 2008 and 2011 due to a reduction in new orders. The newbuilding price for an LNG carrier increased marginally by 2% from \$202 million in 2011 to \$206 million in 2015, but dropped by 7.7% in 2016 due to weak freight rates and the resulting oversupply in the market. These prices continued to drop in 2017 before inching up by a marginal 1.4% on account of increased ordering activity in 2018 and thereafter 2.9% year over year to \$ 189.3 million in 2019 with a demand for better technology LNG vessels and higher competition for slots at shipyard. Newbuilding orders surged in 2018 and 2019 due to positive outlook of high liquefaction capacity to be added in in coming years, which would have created demand for additional LNG vessels. Newbuilding prices declined in 2020 due to weak LNG prospects and lower new orders. Increase in newbuilding prices in 2021 is on account of lower availability of LNG shipbuilding slots and inclusion of energy efficiency equipment. Newbuilding prices continued to increase in 2022 and 2023 on account of tight shipbuilding capacity and high vessel demand.

Second-hand Prices

Sale and purchase transactions of LNG vessels are limited in number. The secondhand price of a five-year old 150,000cbm LNG vessel declined by 7.9% in 2016, 5.4% in 2017, and 5.1% in 2018. After falling between 2016 and 2018, secondhand vessel prices rose 1.5% year over year in 2019 on account of increase in newbuilding prices, rise in demand for MEGI and DFDE vessels with increase in spot trading and expectation of significant liquefaction capacity to be added in 2019. Secondhand LNG prices declined in 2020 in line with softer LNG spot rates for majority of the year. Increase in secondhand vessel prices in 2021 is mainly driven by strong prospects of LNG vessels and increase in newbuild prices. Secondhand prices increased in 2022 and in most of 2023 due to high demand and sale for potential conversion to FSRU (particularly for older tonnage). However, secondhand prices have declined from December 2023 on account of softening of LNG shipping charter rates.

LNG Carrier Second-hand Prices: January 2016 – March 2024
(Monthly – U.S. \$ Million)



Source: Drewry

LNG Safety

LNG shipping is generally safe relative to other forms of commercial marine transportation. In the past forty years, there have been no significant accidents or cargo spillages involving an LNG carrier, even though over 40,000 LNG voyages have been made during that time.

LNG is non-toxic and non-explosive in its liquid state. It only becomes explosive or inflammable when it is heated, vaporized, and in a confined space within a narrow range of concentrations in the air (5% to 15%). The risks and hazards from an LNG spillage vary depending on the size of the spillage, the environmental conditions, and the site at which the spillage occurs.

Competition

We operate in markets that are highly competitive and based primarily on supply and demand. The process of obtaining new time charters generally involves intensive screening and competitive bidding, and often extends for several months. LNG carrier time charters are generally awarded based upon a variety of factors relating to the vessel operator, including but not limited to price, customer relationships, operating expertise, professional reputation and size, age and condition of the vessel. We believe that the LNG shipping industry is characterized by the significant time required to develop the operating expertise and professional reputation necessary to obtain and retain charterers.

We expect substantial competition for providing 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 and more versatile fleets than we do. We anticipate that an increasing number of marine transportation companies, including many with strong reputations and extensive resources and experience, will enter the LNG transportation market. This increased competition may cause greater price competition for time charters.

Seasonality

Historically, LNG trade, and therefore charter rates, increased in the winter months and eased in the summer months as demand for LNG in the Northern Hemisphere rose in colder weather and fell in warmer weather. The LNG industry in general has become less dependent on the seasonal transport of LNG than a decade ago as new uses for LNG have developed, spreading consumption more evenly over the year. There is a higher seasonal demand during the summer months due to energy requirements for air conditioning in some markets and a pronounced higher seasonal demand during the winter months for heating in other markets. However, our vessels primarily operate under multi-year charters and are not subject to the effect of seasonal variations in demand.

Environmental and Other Regulations in the Shipping Industry

Government regulation and laws significantly affect the ownership and operation of our fleet. We are subject to international conventions and treaties, national, state and local laws and regulations in force in the countries in which our vessels may operate or are registered relating to safety and health and environmental protection including the storage, handling, emission, transportation and discharge of hazardous and non-hazardous materials, and the remediation of contamination and liability for damage to natural resources. Compliance with such laws, regulations and other requirements entails significant expense, including vessel modifications and implementation of certain operating procedures.

A variety of government and private entities subject our vessels to both scheduled and unscheduled inspections. These entities include the local port authorities (applicable national authorities such as the United States Coast Guard (“USCG”), harbor master or equivalent), classification societies, flag state administrations (countries of registry) and charterers, particularly terminal operators. Certain of these entities require us to obtain permits, licenses, certificates and other authorizations for the operation of our vessels. Failure to maintain necessary permits or approvals could require us to incur substantial costs or result in the temporary suspension of the operation of one or more of our vessels.

Increasing environmental concerns have created a demand for vessels that conform to stricter environmental standards. We are required to maintain operating standards for all of our vessels that emphasize operational safety, quality maintenance, continuous training of our officers and crews and compliance with United States and international regulations. We believe that the operation of our vessels is in substantial compliance with applicable environmental laws and regulations and that our vessels have all material permits, licenses, certificates or other authorizations necessary for the conduct of our operations. However, because such laws and regulations frequently change and may impose increasingly stricter requirements, we cannot predict the ultimate cost of complying with these requirements, or the impact of these requirements on the resale value or useful lives of our vessels. In addition, a future serious marine incident that causes significant adverse environmental impact could result in additional legislation or regulation that could negatively affect our profitability.

International Maritime Organization

The International Maritime Organization, the United Nations agency for maritime safety and the prevention of pollution by vessels (the “IMO”), has adopted the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto, collectively referred to as MARPOL 73/78 and herein as “MARPOL,” the International Convention for the Safety of Life at Sea of 1974 (“SOLAS Convention”), and the International Convention on Load Lines of 1966 (the “LL Convention”). MARPOL establishes environmental standards relating to oil leakage or spilling, garbage management, sewage, air emissions, handling and disposal of noxious liquids and the handling of harmful substances in packaged forms. MARPOL is applicable to drybulk, tanker and LNG carriers, among other vessels, and is broken into six Annexes, each of which regulates a different source of pollution. Annex I relates to oil leakage or spilling; Annexes II and III relate to harmful substances carried in bulk in liquid or in packaged form, respectively; Annexes IV and V relate to sewage and garbage management, respectively; and Annex VI, lastly, relates to air emissions. Annex VI was separately adopted by the IMO in September of 1997, new emissions standards, titled IMO-2020, took effect on January 1, 2020.

Vessels that transport gas, including LNG carriers and FSRUs, are also subject to regulation under the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk, or 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. The completely revised and updated IGC Code entered into force in 2016, and the amendments were developed following a comprehensive five-year review and are intended to take into account the latest advances in science and technology. Compliance with the IGC Code must be evidenced by a Certificate of Fitness for the Carriage of Liquefied Gases in Bulk. Non-compliance with the IGC Code or other applicable IMO regulations may subject a shipowner 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. Amendments to the IGC Code (and the IGF Code, discussed below) concerning the application of high manganese austenitic steel for cryogenic service in cargo and fuel tanks of LNG carriers (and LNG-fueled ships) are expected to become effective on January 1, 2026. We believe that each of our vessels is in compliance with the IGC Code and each of our new buildings/conversion contracts requires that the vessel receive a certification that it is in compliance with applicable regulations before it is delivered.

Our LNG vessels may also become subject to the 2010 HNS Convention, if it is entered into force. The 2010 International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea (“2010 HNS 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 shipowners 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 shipowner up to a maximum of 100 million 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.

In June 2015 the IMO formally adopted the International Code of Safety for Ships using Gases or Low flashpoint Fuels, or the “IGF Code,” which is designed to minimize the risks involved with ships using low flashpoint fuels- including LNG. The IGF Code and the amendments to SOLAS became effective January 1, 2017. Amendments to the IGF Code relating to regulations on loading limit for liquefied gas fuel tanks, regulations for fuel distribution outside of machinery space, and others became effective in January 2024.

Air Emissions

In September of 1997, the IMO adopted Annex VI to MARPOL to address air pollution from vessels. Effective May 2005, Annex VI sets limits on sulfur oxide and nitrogen oxide emissions from all commercial vessel exhausts and prohibits “deliberate emissions” of ozone depleting substances (such as halons and chlorofluorocarbons), emissions of volatile compounds from cargo tanks and the shipboard incineration of specific substances. Annex VI also includes a global cap on the sulfur content of fuel oil and allows for special areas to be established with more stringent controls on sulfur emissions, as explained below. Emissions of “volatile organic compounds” from certain vessels, and the shipboard incineration (from incinerators installed after January 1, 2000) of certain substances (such as polychlorinated biphenyls, or “PCBs”) are also prohibited. We believe that all our vessels are currently compliant in all material respects with these regulations.

The Marine Environment Protection Committee, or “MEPC,” adopted amendments to Annex VI regarding emissions of sulfur oxide, nitrogen oxide, particulate matter and ozone depleting substances, which entered into force on July 1, 2010. The amended Annex VI seeks to further reduce air pollution by, among other things, implementing a progressive reduction of the amount of sulfur contained in any fuel oil used on board ships. On October 27, 2016, at its 70th session, the MEPC agreed to implement a global 0.5% m/m sulfur oxide emissions limit (reduced from 3.50%) starting from January 1, 2020. This limitation can be met by using low-sulfur compliant fuel oil, alternative fuels or certain exhaust gas cleaning systems. Ships are now required to obtain bunker delivery notes and International Air Pollution Prevention (“IAPP”) Certificates from their flag states that specify sulfur content. Additionally, at MEPC 73, amendments to Annex VI to prohibit the carriage of bunkers above 0.5% sulfur on ships, with the exception of vessels fitted with exhaust gas cleaning equipment (“scrubbers”) which can carry fuel of higher sulfur content, were adopted and took effect March 1, 2020. Additional amendments to Annex VI became effective in April 2022, and revised, among other terms, the definition of “Sulphur content of fuel oil” and “low-flashpoint fuel” and pertain to the sampling and testing of onboard fuel oil. Additional amendments to Annex VI, requiring bunker delivery notes to include a flashpoint of fuel oil or a statement that the flashpoint has been measured at or above 70°C as mandatory information, will become effective May 1, 2024. These regulations subject ocean-going vessels to stringent emissions controls, and may cause us to incur substantial costs.

Sulfur content standards are even stricter within certain “Emission Control Areas,” or (“ECAs”). As of January 1, 2015, ships operating within an ECA were not permitted to use fuel with sulfur content in excess of 0.1% m/m. Amended Annex VI establishes procedures for designating new ECAs. Currently, the IMO has designated four ECAs, including specified portions of the Baltic Sea area, North Sea area, North American area and United States Caribbean area. Ocean-going vessels in these areas will be subject to stringent emission controls and may cause us to incur additional costs. Recently at the MEPC78, the IMO approved a proposal for a new ECA for the Mediterranean Sea as a whole. These amendments will enter into force on May 1, 2024, however ships operating in this ECA will be exempted from compliance with the 0.1% m/m sulfur content standard for fuel oil until July 1, 2025. Other areas in China are subject to local regulations that impose stricter emission controls. If other ECAs are approved by the IMO, or other new or more stringent requirements relating to emissions from marine diesel engines or port operations by vessels are adopted by the U.S. Environmental Protection Agency (“EPA”) or the states where we operate, compliance with these regulations could entail significant capital expenditures or otherwise increase the costs of our operations.

Amended Annex VI also establishes new tiers of stringent nitrogen oxide emissions standards for marine diesel engines, depending on their date of installation. Now amended Annex VI provides for a three-tier reduction in Nitrogen Oxide (NOx) emissions. Under the amendments, Tier III NOx standards apply to ships that operate in the North American and U.S. Caribbean Sea ECAs designed for the control of NOx produced by vessels with a marine diesel engine installed and constructed on or after January 1, 2016. Tier III requirements could apply to areas that will be designated for Tier III NOx in the future. At MEPC 70 and MEPC 71, the MEPC approved the North Sea and Baltic Sea as ECAs for nitrogen oxide for ships built on or after January 1, 2021. The EPA promulgated equivalent (and in some senses stricter) emissions standards in 2010. Additionally, amendments to Annex II, which strengthen discharge requirements for cargo residues and tank washings in specified sea areas (including North West European waters, Baltic Sea area, Western European waters, and Norwegian Sea), came into effect in January 2021. As a result of these designations or similar future designations, we may be required to incur additional operating or other costs.

Regulation 22A of MARPOL Annex VI became effective as of March 1, 2018, and requires ships above 5,000 gross tonnage to collect and report annual data on fuel oil consumption to an IMO database, with the first year of data collection having commenced on January 1, 2019. The IMO intends to use such data as the first step in its roadmap (through 2023) for developing its strategy to reduce greenhouse gas emissions from ships, as discussed further below.

As of January 1, 2013, MARPOL made mandatory certain measures relating to energy efficiency for ships. All ships are now required to develop and implement Ship Energy Efficiency Management Plans (“SEEMP”), and new ships must be designed in compliance with minimum energy efficiency levels per capacity mile as defined by the Energy Efficiency Design Index (“EEDI”). Under these measures, by 2025, all new ships built will be 30% more energy efficient than those built in 2014. MEPC 75 adopted amendments to MARPOL Annex VI which brought forward the effective date of the EEDI’s “phase 3” requirements to April 1, 2022, for several ship types, including gas carriers, general cargo ships, and LNG carriers.

Additionally, MEPC 75 introduced draft amendments to Annex VI which impose new regulations to reduce greenhouse gas emissions from ships. These amendments introduce requirements to assess and measure the energy efficiency of all ships and set the required attainment values, with the goal of reducing the carbon intensity of international shipping. The requirements include (1) a technical requirement to reduce carbon intensity based on a new Energy Efficiency Existing Ship Index (“EEXI”), and (2) operational carbon intensity reduction requirements, based on a new operational carbon intensity indicator (“CII”). The attained EEXI is required to be calculated for ships of 400 gross tonnage and above, in accordance with different values set for ship types and categories. With respect to the CII, the draft amendments would require ships of 5,000 gross tonnage to document and verify their actual annual operational CII achieved against a determined required annual operational CII. Effective January 1, 2023, amendments to SEEMP require all ships above 400 gross tonnage to have an approved SEEMP on board. For ships above 5,000 gross tonnage, the SEEMP needs to include certain mandatory content. MEPC 75 also approved draft amendments to MARPOL Annex I to prohibit the use and carriage for use as fuel of heavy fuel oil (“HFO”) by ships in Arctic waters on and after July 1, 2024. The amendments introduced at MEPC 75 were adopted at the MEPC 76 session, with the requirements for EEXI and CII certification effective from January 1, 2023. MEPC 77 adopted a non-binding resolution which urges Member States and ship operators to voluntarily use distillate or other cleaner alternative fuels or methods of propulsion that are safe for ships and could contribute to the reduction of black carbon emissions from ships when operating in or near the Arctic. MEPC 79 adopted amendments to Annex VI on the reporting of mandatory values related to the implementation of the IMO short-term GHG reduction measure, including attained EEXI, CII and rating values to the IMO DCS, which will become effective May 1, 2024. MEPC 80 adopted the 2023 IMO Strategy on Reduction of GHG Emissions from Ships with enhanced targets to mitigate harmful emissions. The revised IMO GHG Strategy comprises a common ambition to ensure an uptake of alternative zero and near-zero GHG fuels by 2030 and to achieve net-zero emissions from international shipping by 2050. MEPC 81 was held from March 18 to 22, 2024. At this session at MEPC 81, measures already in force such as the Data Collection System for fuel oil consumption of ships (IMO DCS), Energy Efficiency Existing Ship Index (EEXI) and Carbon Intensity Indicator (CII) regulations were reviewed along with discussions on mid-term measures and lifecycle assessments of marine fuels with an aim to achieve the reinforced levels of ambition. Furthermore, MEPC 81 agreed on an illustration of a possible draft outline of an “IMO net-zero framework” for cutting greenhouse gas emissions (GHG) from international shipping. This may include a proposed new Chapter 5 of MARPOL Annex VI containing regulations on the IMO net-zero framework, to include: (a) a goal-based marine fuel standard regulating the phased reduction of the marine fuel’s GHG intensity (similar to the EU Fuel EU Maritime Initiative discussed elsewhere herein); and (b) an economic mechanism(s) to incentivize the transition to net-zero. The goal-based marine fuel standard and pricing mechanism are mid-term GHG reduction measures specified in the revised IMO Strategy on the Reduction of GHG Emissions from Ships, adopted in July 2023. Several different proposals of what these measures should entail are currently being considered.

We may incur costs to comply with these revised standards. Additional or new conventions, laws and regulations or industry practice may be adopted that could require the installation of expensive emission control systems or other modifications and could adversely affect our business, results of operations, cash flows and financial condition.

Safety Management System Requirements

The SOLAS Convention was amended to address the safe manning of vessels and emergency training drills. The Convention of Limitation of Liability for Maritime Claims (the “LLMC”) sets limitations of liability for a loss of life or personal injury claim or a property claim against ship owners. We believe that our vessels are in substantial compliance with SOLAS and LLMC standards.

Under Chapter IX of the SOLAS Convention, or the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention (the “ISM Code”), our operations are also subject to environmental standards and 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 safety and environmental protection policy setting forth instructions and procedures for operating its vessels safely and describing procedures for responding to emergencies. We rely upon the safety management system that we and our technical management team have developed for compliance with the ISM Code. The failure of a vessel owner or bareboat charterer to comply with the ISM Code may subject such party to increased liability, may decrease available insurance coverage for the affected vessels and may result in a denial of access to, or detention in, certain ports.

The ISM Code requires that vessel operators obtain a safety management certificate for each vessel they operate. This certificate evidences compliance by a vessel’s management with the ISM Code requirements for a safety management system. No vessel can obtain a safety management certificate unless its manager has been awarded a document of compliance, issued by each flag state, under the ISM Code. We have obtained a Document of Compliance (DoC) for managing gas carriers, which is being annually endorsed and renewed at the specified intervals. A valid Safety Management Certificate (SMC) is carried by every managed fleet vessel, endorsed during the intermediate audit and renewed as required.

Amendments to SOLAS chapter II-2, intended to prevent the supply of oil fuel not complying SOLAS flashpoint requirements, requiring that ships carrying oil fuel must, prior to bunkering, be provided with a declaration certifying that the oil fuel supplied is in conformity with regulation SOLAS II.2/4.2.1, will enter into effect January 1, 2026.

Regulation II-1/3-10 of the SOLAS Convention governs ship construction and stipulates that ships over 150 meters in length must have adequate strength, integrity and stability to minimize risk of loss or pollution. Goal-based standards amendments in SOLAS regulation II-1/3-10 entered into force in 2012, with application to new oil tankers and bulk carriers from July 1, 2016. The SOLAS Convention regulation II-1/3-10 requires that all oil tankers and bulk carriers of 150 meters in length and above, for which the building contract is placed on or after July 1, 2016, satisfy applicable structural requirements conforming to the functional requirements of the International Goal-based Ship Construction Standards for Bulk Carriers and Oil Tankers (“GBS Standards”). Effective July 1, 2024, amendments to the International Code on the Enhanced Programme of Inspections during Surveys of Bulk Carriers and Oil Tankers, 2011 will become effective, addressing inconsistencies on examination of ballast tanks at annual surveys for bulk carriers and oil tankers.

Amendments to the SOLAS Convention Chapter VII apply to vessels transporting dangerous goods and require those vessels be in compliance with the International Maritime Dangerous Goods Code (“IMDG Code”). Effective January 1, 2018, the IMDG Code includes (1) updates to the provisions for radioactive material, reflecting the latest provisions from the International Atomic Energy Agency, (2) new marking, packing and classification requirements for dangerous goods, and (3) new mandatory training requirements. Amendments which took effect on January 1, 2020 also reflect the latest material from the UN Recommendations on the Transport of Dangerous Goods, including (1) new provisions regarding IMO type 9 tank, (2) new abbreviations for segregation groups, and (3) special provisions for carriage of lithium batteries and of vehicles powered by flammable liquid or gas. Amendments, which came into force on June 1, 2022, include (1) addition of a definition of dosage rate, (2) additions to the list of high consequence dangerous goods, (3) new provisions for medical/clinical waste, (4) addition of various ISO standards for gas cylinders, (5) a new handling code, and (6) changes to stowage and segregation provisions. Updates to the IMDG Code, in line with the updates to the United Nations Recommendations on the Transport of Dangerous Goods, which set the recommendations for all transport modes, became effective January 1, 2024.

The IMO has also adopted the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (“STCW”). As of February 2017, all seafarers are required to meet the STCW standards and be in possession of a valid STCW certificate. 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.

The IMO’s Maritime Safety Committee and MEPC, respectively, each adopted relevant parts of the International Code for Ships Operating in Polar Water (the “Polar Code”). The Polar Code, which entered into force on January 1, 2017, covers design, construction, equipment, operational, training, search and rescue as well as environmental protection matters relevant to ships operating in the waters surrounding the two poles. It also includes mandatory measures regarding safety and pollution prevention as well as recommendatory provisions. The Polar Code applies to new ships constructed after January 1, 2017, and after January 1, 2018, ships constructed before January 1, 2017 are required to meet the relevant requirements by the earlier of their first intermediate or renewal survey.

Furthermore, recent action by the IMO’s Maritime Safety Committee and United States agencies indicates that cybersecurity regulations for the maritime industry are likely to be further developed in the near future in an attempt to combat cybersecurity threats. By IMO resolution, administrations are encouraged to ensure that cyber-risk management systems must be incorporated by shipowners and managers by their first annual Document of Compliance audit after January 1, 2021. In February 2021, the U.S. Coast Guard published guidance on addressing cyber risks in a vessel’s safety management system. This might cause companies to create additional procedures for monitoring cybersecurity, which could require additional expenses and/or capital expenditures. The impact of future regulations is hard to predict at this time.

Pollution Control and Liability Requirements

The IMO has negotiated international conventions that impose liability for pollution in international waters and the territorial waters of the signatories 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 2004. The BWM Convention entered into force on September 8, 2017. The BWM Convention requires ships to manage their ballast water to remove, render harmless, or avoid the uptake or discharge of new or invasive aquatic organisms and pathogens within ballast water and sediments. The BWM Convention’s implementing regulations call for a phased introduction of mandatory ballast water exchange requirements, to be replaced in time with

mandatory concentration limits, and require all ships to carry a ballast water record book and an international ballast water management certificate.

The MEPC adopted updated guidelines for approval of ballast water management systems (G8) at MEPC 70. At MEPC 71, the schedule regarding the BWM Convention's implementation dates was also discussed and amendments were introduced to extend the date existing vessels are subject to certain ballast water standards. Those changes were adopted at MEPC 72. Ships over 400 gross tons generally must comply with a "D-1 standard," requiring the exchange of ballast water only in open seas and away from coastal waters. The "D-2 standard" specifies the maximum amount of viable organisms allowed to be discharged, and compliance dates vary depending on the IOPP renewal dates. Depending on the date of the IOPP renewal survey, existing vessels must comply with the D-2 standard on or after September 8, 2019. For most ships, compliance with the D-2 standard will involve installing on-board systems to treat ballast water and eliminate unwanted organisms. Ballast water management systems, which include systems that make use of chemical, biocides, organisms or biological mechanisms, or which alter the chemical or physical characteristics of the ballast water, must be approved in accordance with IMO Guidelines (Regulation D-3). Based on subsequent amendments, all ships must meet the D-2 standard by September 8, 2024. Costs of compliance with these regulations may be substantial. Additionally, in November 2020, MEPC 75 adopted amendments to the BWM Convention which require a commissioning test of the ballast water management system for the initial survey or when performing an additional survey for retrofits. This analysis will not apply to ships that already have an installed BWM system certified under the BWM Convention. These amendments entered into force on June 1, 2022.

Once mid-ocean exchange ballast water treatment requirements become mandatory under the BWM Convention, the cost of compliance could increase for ocean carriers and may have a material effect on our operations. However, many countries already regulate the discharge of ballast water carried by vessels from country to country to prevent the introduction of invasive and harmful species via such discharges. The U.S. for example, requires vessels entering its waters from another country to conduct mid-ocean ballast exchange, or undertake some alternate measure, and to comply with certain reporting requirements.

The IMO also adopted the International Convention on Civil Liability for Bunker Oil Pollution Damage (the "Bunker Convention") to impose strict liability on ship owners (including the registered owner, bareboat charterer, manager or operator) for pollution damage in jurisdictional waters of ratifying states caused by discharges of bunker fuel. The Bunker Convention requires registered owners of ships over 1,000 gross tons to maintain insurance for pollution damage in an amount equal to the limits of liability under the applicable national or international limitation regime (but not exceeding the amount calculated in accordance with the LLMC). With respect to non-ratifying states, liability for spills or releases of oil carried as fuel in ship's bunkers typically is determined by the national or other domestic laws in the jurisdiction where the events or damages occur.

Ships are required to maintain a certificate attesting that they maintain adequate insurance to cover an incident. In jurisdictions, such as the United States where the CLC or the Bunker Convention has not been adopted, various legislative schemes or common law govern, and liability is imposed either on the basis of fault or on a strict-liability basis.

Anti-Fouling Requirements

In 2001, the IMO adopted the International Convention on the Control of Harmful Anti-fouling Systems on Ships, or the "AFS Convention." The AFS 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. Vessels of over 400 gross tons engaged in international voyages will also be required to undergo an initial survey before the vessel is put into service or before an International Anti-fouling System Certificate (the "IAFS Certificate") is issued for the first time; and subsequent surveys when the anti-fouling systems are altered or replaced.

In November 2020, MEPC 75 approved draft amendments to the AFS Convention to prohibit anti-fouling systems containing cybutryne, which became effective January 1, 2023, or, for ships already bearing such an anti-fouling system, at the next scheduled renewal of the system after that date, but no later than 60 months following the last application to the ship of such a system. In addition, the IAFS Certificate has been updated to address compliance options for anti-fouling systems to address cybutryne. Ships which are affected by this ban on cybutryne must receive an updated IAFS Certificate no later than two years after the entry into force of these amendments. Ships which are not affected (i.e. with anti-fouling systems which do not contain cybutryne) must receive an updated IAFS Certificate at the next Anti-fouling application to the vessel.

We have obtained Anti-fouling System Certificates for all of our vessels that are subject to the Anti-fouling Convention.

Compliance Enforcement

Noncompliance with the ISM Code or other IMO regulations may subject the ship owner or 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 USCG and E.U. authorities have indicated that vessels not in compliance with the ISM Code by applicable deadlines will be prohibited from trading in U.S. and EU ports, respectively. As of the date of this annual report, each of our vessels is ISM Code certified. However, there can be no assurance that such certificates will be maintained in the future. 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 regulations might have on our operations.

United States Regulations

The U.S. Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act

The U.S. Oil Pollution Act of 1990 (“OPA”) established an extensive regulatory and liability regime for the protection and clean-up of the environment from oil spills. OPA affects all “owners and operators” whose vessels trade or operate within the U.S., its territories and possessions or whose vessels operate in U.S. waters, which includes the U.S.’s territorial sea and its 200 nautical mile exclusive economic zone around the U.S. The U.S. has also enacted the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), which applies to the discharge of hazardous substances other than oil, except in limited circumstances, whether on land or at sea. OPA and CERCLA both define “owner and operator” in the case of a vessel as any person owning, operating or chartering by demise, the vessel. OPA and CERCLA may affect us because we carry oil as fuel and lubricants for our engines, and the discharge of these could cause environmental hazards. Both OPA and CERCLA impact our operations.

Under OPA, vessel owners and operators are “responsible parties” and are jointly, severally and strictly liable (unless the spill results solely from the act or omission of a third party, an act of God or an act of war) for all containment and clean-up costs and other damages arising from discharges or threatened discharges of oil from their vessels, including bunkers (fuel). OPA defines these other damages broadly to include:

- i. injury to, destruction or loss of, or loss of use of natural resources and related assessment costs;
- ii. injury to, or economic losses resulting from, the destruction of real and personal property;
- iii. loss of subsistence use of natural resources that are injured, destroyed or lost;
- iv. net loss of taxes, royalties, rents, fees or net profit revenues resulting from injury, destruction or loss of real or personal property, or natural resources;
- v. lost profits or impairment of earning capacity due to injury, destruction or loss of real or personal property or natural resources; and
- vi. net cost of increased or additional public services necessitated by removal activities following a discharge of oil, such as protection from fire, safety or health hazards, and loss of subsistence use of natural resources.

OPA contains statutory caps on liability and damages; such caps do not apply to direct clean-up costs. On December 23, 2022, the USCG adjusted the limits of OPA liability for a tank vessel, other than a single-hull tank vessel, over 3,000 gross tons to the greater of \$2,500 per gross ton or \$21,521,300 (subject to periodic adjustment for inflation). These limits of liability do not apply if an incident was proximately caused by the violation of an applicable U.S. federal safety, construction or operating regulation by a responsible party (or its agent, employee or a person acting pursuant to a contractual relationship), or a responsible party’s gross negligence or wilful misconduct. The limitation on liability similarly does not apply if the responsible party fails or refuses to (i) report the incident as required by law where the responsible party knows or has reason to know of the incident; (ii) reasonably cooperate and assist as requested in connection with oil removal activities; or (iii) without sufficient cause, comply with an order issued under the Federal Water Pollution Act (Section 311(c), (e)) or the Intervention on the High Seas Act.

CERCLA contains a similar liability regime whereby owners and operators of vessels are liable for clean-up, removal and remedial costs, as well as damages for injury to, or destruction or loss of, natural resources, including the reasonable costs associated with assessing the same, and health assessments or health effects studies. There is no liability if the discharge of a hazardous substance results solely from the act or omission of a third party, an act of God or an act of war. Liability under CERCLA is limited to the greater of \$300 per gross ton or \$5.0 million for vessels carrying a hazardous substance as cargo and the greater of \$300 per gross ton or \$500,000 for any other vessel. These limits do not apply (rendering the responsible person liable for the total cost of response and damages) if the release or threat of release of a hazardous substance resulted from wilful misconduct or negligence, or the primary cause of the release was a violation of applicable safety, construction or operating standards or regulations. The limitation on liability also does not apply if the responsible person fails or refused to provide all reasonable cooperation and assistance as requested in connection with response activities where the vessel is subject to OPA.

OPA and CERCLA each preserve the right to recover damages under existing law, including maritime tort law. OPA and CERCLA both require owners and operators of vessels to establish and maintain with the USCG evidence of financial responsibility sufficient to meet the maximum amount of liability to which the particular responsible person may be subject. Vessel owners and operators may satisfy their financial responsibility obligations by providing a proof of insurance, a surety bond, qualification as a self-insurer or a guarantee. We comply with and plan to comply going forward with the USCG's financial responsibility regulations by providing applicable certificates of financial responsibility. Ships calling at U.S. ports hold a valid COFR coverage in accordance with the CFR requirements.

The 2010 *Deepwater Horizon* oil spill in the Gulf of Mexico resulted in additional regulatory initiatives or statutes, including higher liability caps under OPA, new regulations regarding offshore oil and gas drilling and a pilot inspection program for offshore facilities. However, several of these initiatives and regulations have been or may be revised. For example, the U.S. Bureau of Safety and Environmental Enforcement's ("BSEE") revised Production Safety Systems Rule ("PSSR"), effective December 27, 2018, modified and relaxed certain environmental and safety protections under the 2016 PSSR. Additionally, the BSEE released a final Well Control Rule in August 2023, which strengthens testing and performance requirements, and may affect offshore drilling operations and cause us to incur additional costs to comply.

OPA specifically permits individual states to impose their own liability regimes with regard to oil pollution incidents occurring within their boundaries, provided they accept, at a minimum, the levels of liability established under OPA and some states have enacted legislation providing for unlimited liability for oil spills. Many U.S. states that border a navigable waterway have enacted environmental pollution laws that impose strict liability on a person for removal costs and damages resulting from a discharge of oil or a release of a hazardous substance. These laws may be more stringent than U.S. federal law. Moreover, some states have enacted legislation providing for unlimited liability for discharge of pollutants within their waters, although in some cases, states which have enacted this type of legislation have not yet issued implementing regulations defining vessel owners' responsibilities under these laws. The Partnership intends to comply with all applicable state regulations in the ports where the Partnership's vessels call.

We currently maintain pollution liability coverage insurance in the amount of \$1.0 billion per incident for each of our vessels. If the damages from a catastrophic spill were to exceed our insurance coverage, it could have an adverse effect on our business and results of operation.

Other United States Environmental Initiatives

The U.S. Clean Air Act of 1970 (including its amendments of 1977 and 1990) ("CAA") requires the EPA to promulgate standards applicable to emissions of volatile organic compounds and other air contaminants. The CAA requires states to adopt State Implementation Plans, or "SIPs," some of which regulate emissions resulting from vessel loading and unloading operations which may affect our vessels.

The U.S. Clean Water Act (“CWA”) prohibits the discharge of oil, hazardous substances and ballast water in U.S. navigable waters unless authorized by a duly issued permit or exemption, and imposes strict liability in the form of penalties for any unauthorized discharges. The CWA also imposes substantial liability for the costs of removal, remediation and damages and complements the remedies available under OPA and CERCLA. In 2015, the EPA expanded the definition of “waters of the United States” (“WOTUS”), thereby expanding federal authority under the CWA. On December 30, 2022, the EPA and U.S. Army Corps of Engineers announced the revised WOTUS rule, which was published on January 18, 2023. In August 2023, the EPA and Department of the Army issued a final rule to amend the revised WOTUS definition to conform the definition of WOTUS to the U.S. Supreme Court’s interpretation of the Clean Water Act in its decision dated May 25, 2023. The final rule became effective September 8, 2023 and operates to limit the Clean Water Act.

The EPA and the USCG have also enacted rules relating to ballast water discharge, compliance with which requires the installation of equipment on our vessels to treat ballast water before it is discharged or the implementation of other port facility disposal arrangements or procedures at potentially substantial costs, and/or otherwise restrict our vessels from entering U.S. Waters. The EPA will regulate these ballast water discharges and other discharges incidental to the normal operation of certain vessels within United States waters pursuant to the Vessel Incidental Discharge Act (“VIDA”), which was signed into law on December 4, 2018 and requires that the U.S. Coast Guard develop implementation, compliance, and enforcement regulations regarding ballast water. On October 26, 2020, the EPA published a Notice of Proposed rulemaking for Vessel Incidental Discharge National Standards of Performance under VIDA, and in November 2020, held virtual public meetings. On October 18, 2023, the EPA published a Supplemental Notice to the Vessel Incidental Discharge National Standards of Performance, which shares new ballast water information that the EPA received from the USCG. Comments to the Supplemental Notice were due by December 18, 2023. Under VIDA, all provisions of the 2013 VGP and USCG ballast water regulations remain in force and effect as currently written until the EPA published standards. Several U.S. states have added specific requirements to the Vessel General Permit and, in some cases, may require vessels to install ballast water treatment technology to meet biological performance standards. Compliance with the EPA, U.S. Coast Guard, and state regulations could require the installation of ballast water treatment equipment on our vessels or the implementation of other port facility disposal procedures at potentially substantial cost, or may otherwise restrict our vessels from entering U.S. waters. Non-military, non-recreational vessels greater than 79 feet in length must continue to comply with the requirements of the VGP, including submission of a Notice of Intent (“NOI”) or retention of a PARI form and submission of annual reports. All of our vessels carry a valid electronic NOI, or “eNoI.” Under the U.S. National Invasive Species Act, or NISA, newbuilding vessels constructed after December 1, 2013, are required to have a U.S. Coast Guard-approved ballast water treatment system installed, and existing vessels are required to have a ballast water treatment system installed on the first scheduled dry-dock after January 1, 2016. Compliance with the EPA, U.S. Coast Guard and state regulations could require the installation of ballast water treatment equipment on our vessels or the implementation of other port facility disposal procedures at potentially substantial cost, or may otherwise restrict our vessels from entering U.S. waters.

European Union Regulations

In October 2009, the EU amended a directive to impose criminal sanctions for illicit ship-source discharges of polluting substances, including minor discharges, if committed with intent, recklessly or with serious negligence and the discharges individually or in the aggregate result in deterioration of the quality of water. Aiding and abetting the discharge of a polluting substance may also lead to criminal penalties. The directive applies to all types of vessels, irrespective of their flag, but certain exceptions apply to warships or where human safety or that of the ship is in danger. Criminal liability for pollution may result in substantial penalties or fines and increased civil liability claims. Regulation (EU) 2015/757 of the European Parliament and of the Council of April 29, 2015 (amending EU Directive 2009/16/EC) governs the monitoring, reporting and verification of carbon dioxide emissions from maritime transport, and, subject to some exclusions, requires companies with ships over 5,000 gross tonnage to monitor and report carbon dioxide emissions annually, which may cause us to incur additional expenses.

The EU has adopted several regulations and directives requiring, among other things, more frequent inspections of high-risk ships, as determined by type, age and flag as well as the number of times the ship has been detained. The EU also adopted and extended a ban on substandard ships and enacted a minimum ban period and a definitive ban for repeated offenses. The regulation also provided the EU with greater authority and control over classification societies, by imposing more requirements on classification societies and providing for fines or penalty payments for organizations that failed to comply. Furthermore, the EU has implemented regulations requiring vessels to use reduced sulfur content fuel for their main and auxiliary engines. The EU Directive 2005/33/EC (amending Directive 1999/32/EC) introduced requirements parallel to those in Annex VI relating to the sulfur content of marine fuels. In addition, the EU imposed a 0.1% maximum sulfur requirement for fuel used by ships at berth in the Baltic, the North Sea and the English Channel (the so called “SOx-Emission Control Area”). As of January 2020, EU member states must also ensure that ships in all EU waters, except the SOx-Emission Control Area, use fuels with a 0.5% maximum sulfur content.

On April 18, 2023, the European Parliament voted to include greenhouse gas emissions from the maritime sector in the EU Emissions Trading system which has been in place since 2005. On July 14, 2021, the European Parliament formally laid down a proposal for the revision of the EU Emissions Trading Directive (ETS), as part of the Fit for 55 Package, which would involve gradually including the maritime sector in the ETS from 2024 and phasing the sector in over a three-year period. The final approval was made on May 10, 2023, and is the first of its kind to apply to the maritime sector. It is the first time that the polluter pays principle will apply to maritime. ETS will now apply to ships above 500GT from 2024 on a phased basis. This means that ships that are in scope and which enter EU ports will have to report on 100% of their EU emissions and 50% of non-EU emissions. Furthermore, ships that are in scope will have to surrender 40% of their allowances for the year 2024 in 2025; 70% for the year 2026 in 2025; and 100% for the year 2026 in 2027. Whilst responsibility for compliance is placed on the “shipping company” (defined as the ship owner or the entity that contractually assumes responsibility for compliance with ETS), the agreed ETS also mandates member states to pass national laws which oblige charterers or commercial operators of the ships to reimburse the “shipping companies” pay for their share of pollution as part of the ETS costs clause. Enforcement and compliance will be on a company wide basis (as opposed to the EU MRV system where compliance is on a per ship basis). Member states will have until December 31, 2023, to introduce national legislation which give effect to ETS requirements for maritime. Another important initiative introduced under the Fit for 55 package is the FuelEU Maritime proposal which obliges ships above 500GT to gradually reduce the greenhouse gas intensity of energy used on board from 2025. A FuelEU Maritime Certificate of Compliance will have to be kept on board each ship from June 2025 onwards.

International Labour Organization

The International Labour Organization (the “ILO”) is a specialized agency of the UN that has adopted the Maritime Labor Convention 2006 (“MLC 2006”). A Maritime Labor Certificate and a Declaration of Maritime Labor Compliance (Part I and Part II) are required to ensure compliance with the MLC 2006 for all ships that are 500 gross tonnage or over and are either engaged in international voyages or flying the flag of a Member and operating from a port, or between ports, in another country. We believe that all our vessels are in substantial compliance with and are certified to meet MLC 2006.

Greenhouse Gas Regulation

Currently, the emissions of greenhouse gases from international shipping are not subject to the Kyoto Protocol to the United Nations Framework Convention on Climate Change, which entered into force in 2005 and pursuant to which adopting countries have been required to implement national programs to reduce greenhouse gas emissions with targets extended through 2020. International negotiations are continuing with respect to a successor to the Kyoto Protocol, and restrictions on shipping emissions may be included in any new treaty. In December 2009, more than 27 nations, including the U.S. and China, signed the Copenhagen Accord, which includes a non-binding commitment to reduce greenhouse gas emissions. The 2015 United Nations Climate Change Conference in Paris resulted in the Paris Agreement, which entered into force on November 4, 2016 and does not directly limit greenhouse gas emissions from ships. The United States re-joined the Paris Agreement on February 19, 2021.

At MEPC 70 and MEPC 71, a draft outline of the structure of the initial strategy for developing a comprehensive IMO strategy on reduction of greenhouse gas emissions from ships was approved. In accordance with this roadmap, in April 2018, nations at the MEPC 72 adopted an initial strategy to reduce greenhouse gas emissions from ships. In July 2023, the IMO adopted the 2023 IMO Strategy on Reduction of GHG Emissions from Ships, which identifies a number of levels of ambition, including (1) decreasing the carbon intensity from ships through implementation of further phases of energy efficiency for new ships; (2) reducing carbon dioxide emissions per transport work, as an average across international shipping, by at least 40% by 2030; and (3) pursuing net-zero GHG emissions by or around 2050. These regulations could cause us to incur additional substantial expenses.

The EU made a unilateral commitment to reduce overall greenhouse gas emissions from its member states from 20% of 1990 levels by 2020. The EU also committed to reduce its emissions by 20% under the Kyoto Protocol's second period from 2013 to 2020. Starting in January 2018, large ships over 5,000 gross tonnage calling at EU ports are required to collect and publish data on carbon dioxide emissions and other information. As previously discussed, regulations relating to the inclusion of greenhouse gas emissions from the maritime sector in the EU's carbon market are also forthcoming.

In the United States, the EPA issued a finding that greenhouse gases endanger the public health and safety, adopted regulations to limit greenhouse gas emissions from certain mobile sources and proposed regulations to limit greenhouse gas emissions from large stationary sources. On November 2, 2021, the EPA issued a proposed rule under the CAA designed to reduce methane emissions from oil and gas sources. In November 2022, the EPA issued a supplemental proposed rule to include additional methane reduction measures. In December 2023, the EPA announced a final rule to reduce methane and other air pollutants from the oil and natural gas industry. The rule includes "Emissions Guidelines" for states to follow as they develop plans to limit methane emissions from existing sources.

Any passage of climate control legislation or other regulatory initiatives by the IMO, the EU, the U.S. or other countries where we operate, or any treaty adopted at the international level to succeed the Kyoto Protocol or Paris Agreement, that restricts emissions of greenhouse gases could require us to make significant financial expenditures which we cannot predict with certainty at this time. Even in the absence of climate control legislation, our business may be indirectly affected to the extent that climate change may result in sea level changes or certain weather events.

Vessel Security Regulations

Since the terrorist attacks of September 11, 2001, in the United States, there have been a variety of initiatives intended to enhance vessel security such as the U.S. Maritime Transportation Security Act of 2002 ("MTSA"). To implement certain portions of the MTSA, the USCG issued regulations requiring the implementation of certain security requirements aboard vessels operating in waters subject to the jurisdiction of the United States and at certain ports and facilities, some of which are regulated by the EPA.

Similarly, Chapter XI-2 of the SOLAS Convention imposes detailed security obligations on vessels and port authorities and mandates compliance with the International Ship and Port Facility Security Code ("the ISPS Code"). The ISPS Code is designed to enhance the security of ports and ships against terrorism. To trade internationally, a vessel must attain an International Ship Security Certificate ("ISSC") from a recognized security organization approved by the vessel's flag state. Ships operating without a valid certificate may be detained, expelled from, or refused entry at port until they obtain an ISSC. The various requirements, some of which are found in the SOLAS Convention, include, for example,

- on-board 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;
- on-board installation of ship security alert systems, which do not sound on the vessel but only alert the authorities on shore;
- the development of vessel security plans; and
- ship identification number to be permanently marked on a vessel's hull.

The USCG regulations, intended to align with international maritime security standards, exempt non-U.S. vessels from MTSA vessel security measures, provided such vessels have on board a valid ISSC that attests to the vessel's compliance with the SOLAS Convention security requirements and the ISPS Code. Future security measures could have a significant financial impact on us. We intend to comply with the various security measures addressed by MTSA, the SOLAS Convention and the ISPS Code. Procedures are outlined in the IT Systems and Cyber Security Manual included in our Company's Management System while the Partnership holds a valid ISO 27001 certification as of February 11, 2020, for our in-house management of IT services to the Head Office and the fleet vessels.

The cost of vessel security measures has also been affected by the escalation in the frequency of acts of piracy against ships, notably off the coast of Somalia, including the Gulf of Aden and Arabian Sea area. Substantial loss of revenue and other costs may be incurred as a result of detention of a vessel or additional security measures, and the risk of uninsured losses could significantly affect our business. Costs are incurred in taking additional security measures in accordance with Best Management Practices to Deter Piracy, notably those contained in the BMP5 industry standard.

Inspection by Classification Societies

The hull and machinery of every commercial vessel must be classed by a classification society authorized by its 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. Most insurance underwriters make it a condition for insurance coverage and lending that a vessel be certified “in class” by a classification society which is a member of the International Association of Classification Societies, the IACS. The IACS has adopted harmonized Common Structural Rules, or “the Rules,” which apply to oil tankers and bulk carriers contracted for construction on or after July 1, 2015. The Rules attempt to create a level of consistency between IACS Societies. All of our vessels are certified as being “in class” by all the applicable Classification Societies (e.g., Lloyd’s Register of Shipping and Bureau Veritas).

A vessel must undergo annual surveys, intermediate surveys, dry-dockings and special surveys. In lieu of a special survey, a vessel’s machinery may be on a continuous survey cycle, under which the machinery would be surveyed periodically over a five-year period. Every vessel is also required to be drydocked every 30 to 36 months for inspection of the underwater parts of the vessel. If any vessel does not maintain its class and/or fails any annual survey, intermediate survey, drydocking or special survey, the vessel will be unable to carry cargo between ports and will be unemployable and uninsurable which could cause us to be in violation of certain covenants in our loan agreements. Any such inability to carry cargo or be employed, or any such violation of covenants, could have a material adverse impact on our financial condition and results of operations.

Risk of Loss and Liability Insurance

General

The operation of any cargo vessel includes risks such as mechanical failure, physical damage, collision, property loss, cargo loss or damage and business interruption due to political circumstances in foreign countries, piracy incidents, hostilities and labor strikes. In addition, there is always an inherent possibility of marine disaster, including oil spills and other environmental mishaps, and the liabilities arising from owning and operating vessels in international trade. OPA, which imposes virtually unlimited liability upon shipowners, operators and bareboat charterers of any vessel trading in the exclusive economic zone of the United States for certain oil pollution accidents in the United States, has made liability insurance more expensive for shipowners and operators trading in the United States market. We carry insurance coverage as customary in the shipping industry. However, not all risks can be insured, specific claims may be rejected, and we might not be always able to obtain adequate insurance coverage at reasonable rates.

Hull and Machinery Insurance

We procure hull and machinery insurance, protection and indemnity insurance and war risk insurance and freight, demurrage and defense insurance for our fleet. The agreed deductible on each vessel averages \$250,000 increased to \$500,000 when trading outside Institute Warrantee Limits.

We have also 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. Under our loss of hire policies, our insurer will pay us the daily rate agreed in respect of each vessel for each day, in excess of a certain number of deductible days, for the time that the vessel is out of service as a result of damage, for a maximum of between 120 and 180 days. The number of deductible days for the vessels in our Fleet is 14 days per vessel increased to 30 days when trading outside Institute Warrantee Limits.

Protection and Indemnity Insurance

Protection and indemnity insurance is provided by mutual protection and indemnity associations, or “P&I Associations,” and covers our third-party liabilities in connection with our shipping activities. This includes third-party liability and other related expenses of injury or death of crew, passengers and other third parties, loss or damage to cargo, claims arising from collisions with other vessels, damage to other third-party property, pollution arising from oil or other substances, and salvage, towing and other related costs, including wreck removal. Protection and indemnity insurance is a form of mutual indemnity insurance, extended by protection and indemnity mutual associations, or “clubs.”

Our current protection and indemnity insurance coverage for pollution is \$1 billion per vessel per incident. The 12 P&I Associations that comprise the International Group insure approximately 90% of the world’s commercial tonnage and have entered into a pooling agreement to reinsure each association’s liabilities. The International Group’s website states that the Pool provides a mechanism for sharing all claims in excess of \$10 million up to, currently, approximately \$8.9 billion. As a member of a P&I Association, which is a member of the International Group, we are subject to calls payable to the associations based on our claim records as well as the claims records of all other members of the individual associations and members of the shipping pool of P&I Associations comprising the International Group. Information contained on this website does not constitute part of this annual report.

C. ORGANIZATIONAL STRUCTURE

We were formed on May 30, 2013, as a Marshall Islands limited partnership for the purpose of owning, operating, and acquiring LNG carriers and other business activities incidental thereto. We own (i) a 100% limited partner interest in Dynagas Operating LP, which owns a 100% interest in our Fleet through intermediate holding companies and (ii) the non-economic general partner interest in Dynagas Operating LP through our 100% ownership of its general partner, Dynagas Operating GP LLC. We own our vessels through separate wholly-owned subsidiaries that are incorporated in the Republic of the Marshall Islands and Republic of Malta.

Please see Exhibit 8.1 to this annual report for a list of our current subsidiaries.

D. PROPERTY, PLANT AND EQUIPMENT

For a description of our Fleet, please see “Item 4. Information on the Partnership—B. Business Overview—Our Fleet.”

We do not own any real property.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following management’s discussion and analysis of our financial condition and results of operations should be read in conjunction with the accompanying audited consolidated financial statements and the related notes included in “Item 18. Financial Statements” of this annual report. Amounts relating to percentage variations in period-on-period comparisons shown in this section are derived from the actual numbers in our books and records. The following discussion contains forward-looking statements that reflect our future plans, estimates, beliefs and expected performance. The forward-looking statements are dependent upon events, risks and uncertainties that may be outside our control. Our actual results could differ materially from those discussed in these forward-looking statements. See “Item 3. Key Information—D. Risk Factors” and the section entitled “Forward-Looking Statements” at the beginning of this annual report. In light of these risks, uncertainties and assumptions, the forward-looking events discussed may not occur.

A. OPERATING RESULTS

Overview

Since our IPO in November 2013, we have been a growth-oriented limited partnership focused on owning and operating LNG carriers growing our fleet from three vessels at the time of our IPO to six vessels to date. However, as a result of the significant challenges facing the listed midstream energy MLP industry, our cost of equity capital remained elevated for a prolonged period, making the funding of new acquisitions challenging. As of the date of this annual report, all six vessels in our Fleet vessels are contracted to time charters, with international energy companies, including SEFE, Equinor, Yamal and NextDecade, providing us with the benefits of stable cash flows and high utilization rates. We believe that we are well regarded by our charterers for our expertise and history of safety in conducting our operations. We are now focusing our capital allocation on debt repayment, prioritizing balance sheet strength, in order to reposition the Partnership for potential future growth if our cost of capital allows us to access debt and equity capital on acceptable terms. As a result, if we are able to raise new debt or equity capital on terms acceptable to the Partnership in the future, we intend to leverage our reputation, expertise and relationships with our charterers, our Sponsor and our Manager in growing our core business and pursuing further business and growth opportunities in the transportation of energy or other energy-related projects, including floating storage regasification units, LNG infrastructure projects, maintaining cost-efficient operations and providing reliable seaborne transportation services to our current and prospective charterers. In addition, as opportunities arise, we may acquire additional vessels from our Sponsor and from third-parties and/or engage in investment opportunities incidental to the LNG or energy industry. In connection with such plans for growth, we may enter into additional financing arrangements, refinance existing arrangements or arrangements that our Sponsor, its affiliates, or such third party sellers may have in place for vessels and businesses that we may acquire, and, subject to favorable market conditions, we may raise capital in the public or private markets, including through incurring additional debt, debt or equity offerings of our securities or in other transactions. However, we cannot assure you that we will grow or maintain the size of our Fleet or that we will continue to pay the per unit distributions in the amounts that we have paid in the past or at all or that we will be able to execute our future plans for growth.

Historically spot and short-term charter hire rates for LNG carriers have been uncertain and volatile, as has the supply and demand for LNG carriers. An excess of LNG carriers first became evident in 2004 before reaching a peak in the second quarter of 2010, when spot and short-term charter hire rates together with utilization reached historic lows. Due to a lack of newbuilding orders placed between 2008 and 2010, this trend then reversed from the third quarter of 2010, such that the demand for LNG shipping was not being met by available supply in 2011 and the first half of 2012. Spot and short-medium term charter hire rates together with fleet utilization reached historic highs as a result. What turned the tide for LNG shipping demand from the second quarter of 2011 was the unprecedented rise in Japanese LNG demand following the Fukushima nuclear leak.

Charter rates for LNG vessels started declining from 2013 as the supply increased more than the increase in demand. Global liquefaction capacity grew marginally with only the Angola LNG plant becoming operational in 2013. The trend continued in 2014 to 2017 as additional tonnage negated the effect of new liquefaction plants coming online. The impact of excess vessel supply caused by the delivery of 28, 27, 28 and 24 vessels in 2014, 2015, 2016 and 2017, respectively showed on spot rates, which fell sharply. Low crude oil prices intensified the challenges in the LNG shipping market as it delayed the completion of liquefaction projects. Moreover, demand from traditional Asian buyers such as Japan and South Korea remained flat due to a weaker macroeconomic environment and greater preference for coal in power production, and in the case of Japan a switch back to nuclear power. Towards the end of 2017, a surge in the Chinese LNG imports, due to a switch from coal to gas for heating purposes, helped the LNG freight rates recover sharply. In 2018, average spot LNG charter rates were more than double of 2017 mainly driven by the vessel shortage as Asian LNG imports surged. Spot charter rates declined in 2019 on account of decline in Chinese LNG import growth rate, higher LNG inventory levels in Europe and Asia and mild winter. Spot LNG shipping rates declined in 2020 as COVID-19 adversely impacted global LNG trade. Many U.S. LNG cargos were cancelled due to weak Asian LNG demand. However, spot LNG shipping rates increased from November on account of the cold snap in Asia, congestion in the Panama Canal, and availability of fewer LNG ships in the spot market. High Asian LNG demand supported spot LNG shipping rates in 2021. LNG shipping spot rates increased in 2022 mainly driven by higher European LNG imports as Europe switched towards LNG to transition its reliance on Russian gas. LNG shipping spot rates softened in 2023 due to high inventory levels both in Europe and Asia, relatively mild winter and rising nuclear and renewable power in Asia.

Principal Factors Affecting Our Results of Operations

The principal factors which have affected our results and are expected to affect our future results of operations and financial position, include:

- Ownership days. The number of vessels in our Fleet is a key factor in determining the level of our revenues. Aggregate expenses also increase as the size of our Fleet increases;
- Charter rates. Our revenue is dependent on the charter rates we are able to obtain on our vessels. Charter rates on our vessels are based primarily on demand for and supply of LNG carrier capacity at the time we enter into the charters for our vessels, which is influenced by LNG market trends, such as the demand and supply for natural gas and in particular LNG as well as the supply of LNG carriers available for profitable employment. The charter rates we obtain are also dependent on whether we employ our vessels under multi-year charters or charters with initial terms of less than two years. As of the date of this annual report, all the vessels in our Fleet are employed under multi-year time charters with staggered maturities, which is intended to make us less susceptible to cyclical fluctuations in charter rates than vessels operated on charters of less than two years. However, we expect to be exposed to fluctuations in prevailing charter rates when we seek to re-charter our vessels upon the expiry of their respective current charters and when we seek to charter vessels that we may acquire in the future;
- Utilization of our Fleet. Historically, our Fleet has had a limited number of unscheduled off-hire days. However, an increase in annual off-hire days would reduce our utilization. The efficiency with which suitable employment is secured, the ability to minimize off-hire days, and the amount of time spent positioning vessels also affects our results of operations. If the utilization of our Fleet is reduced, our financial results would be affected;
- Operating expenses. The level of our vessel operating expenses, including crewing costs, insurance, and maintenance costs. Our ability to control our vessel operating expenses also affects our financial results. These expenses include crew wages and related costs, the cost of insurance, expenses for repairs and maintenance, the cost of spares and consumable stores, lubricating oil costs, tonnage taxes and other miscellaneous expenses. In addition, factors beyond our control, such as developments relating to market premiums for insurance and the value of the U.S. dollar compared to currencies in which certain of our expenses, primarily vessels' dry-docking and maintenance costs, are paid, can cause our vessel operating expenses to increase;
- The number of off-hire days and dry-docking requirements, including our ability to complete scheduled dry-docking on time and within budget;
- The timely delivery of any vessels we may acquire in the future;
- Our ability to maintain solid working relationships with our existing charterers and our ability to increase the number of our charterers through the development of new working relationships;
- The performance of our charterers' obligations under their charter agreements;
- The effective and efficient technical management of the vessels under our Master Agreement;
- Our ability to obtain acceptable equity and debt financing to fund our capital commitments;
- The supply and demand relationship for LNG shipping services;
- Our ability to obtain and maintain regulatory approvals and to satisfy technical, health, safety and compliance standards that meet our charterers' requirements;
- Our ability to successfully defend against any claims, suits, and complaints, including, but not limited to, those involving laws and regulations;

- Economic, regulatory, political, and governmental conditions that affect shipping and the LNG industry, which include changes in the number of new LNG importing countries and regions, as well as structural LNG market changes impacting LNG supply that may allow greater flexibility and competition of other energy sources with global LNG use;
- Our ability to successfully employ our vessels at economically attractive rates, as our charters expire or are otherwise terminated;
- Our access to capital required to acquire additional ships and/or implement our business strategy;
- Our level of debt, the related interest expense, our debt amortization levels, and the timing of required principal installments;
- The level of our general and administrative expenses, including salaries and costs of consultants;
- Our charterers' right for early termination of the charters under certain circumstances;
- Performance of our counterparties, which are limited in number, including our charterers' ability to make charter payments to us; and
- The level of any distribution on all classes of our units.

Important Financial and Operational Terms and Concepts

We use a variety of financial and operational terms and concepts when analyzing our performance. These include the following:

Voyage Revenues. Our time charter revenues are driven primarily by the number of vessels in our Fleet, the amount of daily charter hire that our LNG carriers earn under time charters and the number of Revenue Earning Days during which our vessels generate revenues. These factors are, in turn, affected by our decisions relating to vessel acquisitions, the amount of time that our LNG carriers spend dry-docked undergoing repairs, maintenance and upgrade work, the age, condition and specifications of our vessels and the levels of supply and demand in the LNG carrier charter market. Our revenues may also be affected if any of our charterers cancel a time charter or if we agree to renegotiate charter terms during the term of a charter resulting in aggregate revenue reduction. Our time charter arrangements have been contracted in varying rate environments and expire at different times. We recognize revenues from time charters over the term of the charter as the applicable vessel operates under the charter. Under time charters, revenue is not recognized during days a vessel is off-hire. Revenue is recognized from delivery of the vessel to the charterer, until the end of the time charter period. Under time charters, we are responsible for providing the crewing and other services related to the vessel's operations, the cost of which is included in the daily hire rate, except when off-hire.

Off-hire (Including Commercial Waiting Time). When a vessel is "off-hire"—or not available for service—the charterer generally is not required to pay the time charter hire rate and we are responsible for all costs. Prolonged off-hire may lead to vessel substitution or termination of a time charter. Our vessels may be out of service, that is, off-hire, for several reasons: scheduled dry-docking, special survey, vessel upgrade or maintenance or inspection, which we refer to as scheduled off-hire; days spent waiting or positioning for a charter, which we refer to as commercial waiting time; and unscheduled repairs, maintenance, operational inefficiencies, equipment breakdown, accidents, crewing strikes, certain vessel detentions or similar problems, or our failure to maintain the vessel in compliance with its specifications and contractual standards or to provide the required crew, which we refer to as unscheduled 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. Under our loss of hire policies, our insurer generally will pay us the hire rate agreed in respect of each vessel for each day in excess of 14 days (increased to 30 days while navigating outside Institute Warrantee Limits) and with a maximum period of between 120 and 180 days.

Voyage Expenses. Voyage expenses primarily include port and canal charges, bunker (fuel) expenses and agency fees which are paid for by the charterer under our time charter arrangements or by us during periods of off-hire except for commissions, which are always paid for by us. We may incur voyage related expenses when positioning or repositioning vessels before or after the period of a time charter, during periods of commercial waiting time or while off-hire during a period of dry-docking. Voyage expenses can be higher when vessels trade on charters with initial terms of less than two years due to fuel consumption during idling, cool down requirements, commercial waiting time in between charters and positioning and repositioning costs. From time to time, in accordance with industry practice, we pay commissions ranging up to 1.25% of the total daily charter rate under the charters to unaffiliated ship brokers, depending on the number of brokers involved with arranging the charter. These commissions do not include the fees we pay to our Manager, which are described below under “—Management Fees.”

Available Days. Available Days are the total number of ownership days our vessels were in our possession during a period, less the total number of scheduled off-hire days during the period associated with major repairs, or dry-dockings.

Average Number of Vessels. Average number of vessels is the number of vessels that constituted our Fleet for the relevant period, as measured by the sum of the number of days each vessel was a part of our Fleet during the period divided by the number of ownership days in the period.

Fleet utilization. We calculate fleet utilization by dividing the number of our Revenue Earning Days by the number of our Available Days during that period. The shipping industry uses fleet utilization to measure a company’s efficiency in finding employment for its vessels and minimizing the number of days that its vessels are off-hire for reasons such as unscheduled repairs but excluding scheduled off-hires for vessel upgrades, dry-dockings or special or intermediate surveys.

Vessel Operating Expenses. Vessel operating expenses include crew wages and related costs, the cost of insurance, expenses for repairs and maintenance, the cost of spares and consumable stores, lubricant costs, statutory and classification expenses, forwarding and communications expenses and other miscellaneous expenses.

Vessel operating expenses are paid by the shipowner under time charters and are recognized as expenses when incurred. We expect that vessel operating expenses will increase as our vessels age. Factors beyond our control, some of which may affect the shipping industry in general—for instance, developments relating to market premiums for insurance, industry and regulatory requirements and changes in the market price of lubricants due to increases in oil prices—may also cause vessel operating expenses to increase.

Dry-docking. We must periodically dry-dock each of our vessels for inspection, repairs and maintenance and any modifications required to comply with industry certification or governmental requirements. In accordance with industry certification requirements, we mandatorily dry-dock our vessels every 60 months until the vessel is 15 years old. If a vessel is less than 15 years old, an “in water survey in lieu of dry-dock” can take place in between the two special surveys, which statutorily must occur every five years. For vessels that are 15 years or older, dry-docking takes place every 30 months as required for the renewal of certifications required by classification societies, or, subject to special considerations, an “in water survey in lieu of dry-dock” can take place between the two special surveys. Special survey and dry-docking costs (consisting of direct costs, including shipyard costs, paints and class renewal expense, and peripheral costs, including spare parts, service engineer attendance) are expensed as incurred. The number of dry-dockings undertaken in a given period and the nature of the work performed determine the level of dry-docking expenditures. We expense costs related to routine repairs and maintenance performed during dry-docking or as otherwise incurred. We expect that dry-docking and special survey costs will increase as our vessels age. The three steam turbine vessels in our Fleet completed their most recent scheduled special survey and dry-docking repairs, as well as the installation of the BWTS in 2022. In 2023, our three TDFE propulsion system vessels completed their scheduled dry-docks and had their BWTS installed.

Depreciation. We depreciate our LNG carriers on a straight-line basis over their remaining useful economic lives. Depreciation is based on the cost of the vessel less its estimated salvage value. We estimate the useful life of the LNG carriers in our Fleet to be 35 years from their initial delivery from the shipyard, consistent with LNG industry practice. Vessel residual value is estimated based on historical market trends and represents Management’s best estimate of the current selling price assuming the vessels are already of age and condition expected at the end of its useful life. The assumptions made reflect our experience, market conditions and the current practice in the LNG industry; however, they required more discretion since there is a lack of historical references in scrap prices of similar types of vessels.

Interest and Finance Costs. We incur interest expense on outstanding indebtedness under our existing debt agreements which we include in interest and finance costs. Interest expense depends on our overall level of borrowings and may significantly increase when we acquire or refinance ships. Interest expense may also change with prevailing interest rates, although interest rate swaps or other derivative instruments may reduce the effect of these changes. We also incur financing and legal costs in connection with establishing debt agreements, which are deferred and amortized to interest and finance costs using the effective interest method. We will incur additional interest expense in the future on our outstanding borrowings and under future borrowings. For a description of our existing credit facility, please see “—B. Liquidity and Capital Resources—Our Borrowing Activities.”

Vessel Lives and Impairment. Vessels are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group to be tested for possible impairment, we first compare the undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals as considered necessary. Since our inception, no impairment loss was recorded in any of our Fleet Vessels.

Insurance

Hull and Machinery Insurance. We have obtained hull and machinery insurance on all our vessels to insure against marine and war risks, which include the risks of damage to our vessels, salvage and towing costs, and also insures 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 arranged additional total loss coverage for each vessel. This coverage, which is called disbursements increased value coverage, provides us additional coverage in the event of the total loss or the constructive total loss of a vessel. The agreed deductible on each vessel averages \$250,000 increased to \$500,000 when trading outside Institute Warrantee Limits.

Loss of Hire Insurance. 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. Under our loss of hire policies, our insurer will pay us the hire rate agreed in respect of each vessel for each day, in excess of a certain number of deductible days, for the time that the vessel is out of service as a result of damage, for a maximum of between 120 and 180 days. The number of deductible days for the vessels in our Fleet is 14 days per vessel increased to 30 days when trading outside Institute Warrantee Limits.

Protection and Indemnity Insurance. Protection and indemnity insurance, which covers our third-party legal liabilities in connection with our shipping activities, is provided by a mutual protection and indemnity association, or P&I club. This includes third-party liability and other expenses related to the injury or death of crew members, passengers and other third-party persons, loss or damage to cargo, claims arising from collisions with other vessels or from contact with jetties or wharves and other damage to other third-party property, including pollution arising from oil or other substances, and other related costs, including wreck removal. Our current protection and indemnity insurance coverage is unlimited, except for pollution, which is limited to \$1 billion per vessel per incident.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of our financial statements requires us to make estimates and judgments in the application of our accounting policies that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosure at the date of our consolidated financial statements. Because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such differences could be material. Actual results may differ from these estimates under different assumptions and conditions.

Critical accounting policies are those that reflect significant judgments of uncertainties and potentially result in materially different results under different assumptions and conditions. For a description of all our significant accounting policies, see Note 2 to our consolidated financial statements included under “Item 18. Financial Statements” of this annual report.

Voyage Revenues and related expenses

Revenues are generated from time charter agreements, which contain a lease as they meet the criteria of a lease under ASC 842. Certain of our time charters provide for variable lease payments, charterers' option to extend the lease terms, termination clauses and charterers' option to purchase the underlying assets. Each lease term is assessed at the inception of such lease. Under our time charter agreements, the charterer pays a specified daily charter hire rate for the use of the vessel. Additionally, we pay for the operation and the maintenance of the vessel, including crew, insurance, spares and repairs, which are recognized in operating expenses.

We, as lessor, have elected not to allocate the consideration in the agreement to the separate lease and non-lease components (operation and maintenance of the vessel) as their timing and pattern of transfer to the charterer, as the lessee, are the same and the lease component, if accounted for separately, would be classified as an operating lease. Additionally, the lease component is considered the predominant component as we have assessed that more value is ascribed to the vessel rather than to the services provided under our time charter agreements.

Our voyage revenues are recognized on a straight-line basis at the average minimum lease revenue over the rental periods of such charter agreements, as service is performed. Revenues generated from variable lease payments are recognized in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Apart from the agreed hire rate, we may be entitled to an additional income, such as ballast bonus, which is considered as reimbursement of our expenses and is recognized together with the lease component over the duration of the charter. We have made an accounting policy election to recognize the related ballast costs, which mainly consisting of bunkers, incurred over the period between the charter party date or the prior redelivery date (whichever is latest) and the delivery date to the charterer, as contract fulfilment costs in accordance with ASC 340-40 and amortized over the charter period. Voyage expenses, primarily consist of commissions which are paid by us as well as port, canal and bunker expenses that are unique to a particular charter and which are paid by the charterer under the time charter arrangements or by us during periods of off-hire. All voyage expenses are expensed as incurred, except for commissions. Commissions paid to brokers are deferred and amortized over the related charter period to the extent revenue has been deferred since commissions are earned as our revenues are earned.

Vessels Lives and Impairment

The carrying value of a vessel represents its historical acquisition or construction cost, including capitalized interest, supervision, technical and delivery cost, net of accumulated depreciation and impairment loss, if any. Expenditures for subsequent conversions and major improvements are capitalized provided that such costs increase the earnings capacity or improve the efficiency or safety of the vessels.

We depreciate the original cost, less an estimated residual value, of our LNG carriers on a straight-line basis over each vessel's estimated useful life. The carrying values of our vessels may not represent their market value at any point in time because the market prices tend to fluctuate with changes in hire rates and the cost of newbuilds. Both hire rates and newbuild costs tend to be cyclical in nature.

We review vessels for impairment whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable. When such indications are present, we determine undiscounted projected net operating cash flows for each vessel and compare it to the vessel's carrying value. In developing estimates of future cash flows, we must make assumptions about future charter rates, vessel operating expenses, dry-docking expenditures, fleet utilization, and the estimated remaining useful life of the vessels. These assumptions are based on historical trends as well as future expectations and are also consistent with the plans and forecasts that we use to conduct our business.

The future undiscounted net operating cash flows are determined by considering the charter revenues from existing time charters for the fixed vessel days and by estimating charter rates for the unfixed days over the estimated remaining economic life of each vessel. Estimates of the daily time charter equivalent for the unfixed days are based on a combination of the average of the trailing 10-year historical charter rates adjusted for expected off hires due to scheduled vessels' maintenance and estimated unexpected breakdown off hires. Expected outflows for scheduled vessel maintenance and vessel operating expenses are based on the Partnership's budget by using historical data, which is adjusted annually with the assumption of an annual inflation rate of up to 2%. In developing the estimate for the effective fleet utilization, the Partnership takes into account the period(s) each vessel is expected to undergo its scheduled maintenance (dry-docking and special surveys) and each vessel's loss of hire resulting from repositioning or other conditions.

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The estimated salvage value of each vessel is \$500 per lightweight ton, in accordance with our vessel depreciation policy. We use a probability-weighted approach for developing estimates of future cash flows used to test our vessels for recoverability when alternative courses of action are under consideration (i.e. sale or continuing operation of a vessel). If the estimated future undiscounted cash flows of an asset exceed the asset's carrying value, no impairment is recognized even though the fair value of the asset may be lower than its carrying value. If the estimated future undiscounted cash flows of an asset are less than the asset's carrying value and the fair value of the asset is less than its carrying value, the asset is written down to its fair value. The fair value at the date of the impairment becomes the new cost basis and will result in a lower depreciation expense than for periods before the recorded vessel impairment loss. Historically, there was no impairment loss recorded in any of the six vessels in our Fleet.

We determine the fair value of our vessels based on our estimates and assumptions and by making use of available market data and taking into consideration third-party valuations. We employ the majority of our LNG carriers on fixed-rate charters with major companies. These charters typically have original terms of two or more years in length. Consequently, while the market value of a vessel may decline below its carrying value, the carrying value of a vessel may still be recoverable based on the future undiscounted cash flows the vessel is expected to obtain from servicing its existing and future charters.

Using the framework for estimating future undiscounted net operating cash flows described above, we completed our impairment analysis for the years ended December 31, 2023 and 2022, for those operating vessels whose carrying values were above their respective market values. Our impairment analysis as of December 31, 2023 and 2022, indicated that the carrying amount of our vessels, was recoverable, and therefore concluded that no impairment charge was necessary.

Certain assumptions relating to our estimates of future cash flows are more predictable by their nature in our experience, including estimated revenue under existing charter terms, on-going operating costs and remaining vessel life. Certain assumptions relating to our estimates of future cash flows require more discretion and are inherently less predictable, such as future hire rates beyond the firm period of existing charters and vessel residual values, due to factors such as the volatility in vessel hire rates and the lack of historical references in scrap prices of similar type of vessels.

Although we believe that the assumptions used to evaluate potential asset impairment are based on historical trends and are reasonable and appropriate, at the time they are made, such assumptions are highly subjective and we can make no assurances, however, as to whether our estimates of future cash flows, particularly future vessel hire rates or vessel values, will be accurate. To minimize such subjectivity, our analysis for the year ended December 31, 2023, also involved sensitivity analysis to the model input we believe is most important, being the future hire rates. In particular, in terms of our estimates for the charter rates for the unfixed period, we use the average of the trailing 10-year historical charter rates as of December 31, 2023. Although the trailing 10-year historical charter rates, cover at least a full business cycle, we sensitized our model with regards to long-term historical charter rate assumptions for the unfixed period beyond the first year. Our sensitivity analysis revealed that, to the extent that going forward the 10-year historical charter rates would not decline by more than 50% for LNG carrier vessels and we would not be required to recognize impairment.

Depreciation on our LNG carriers is calculated using an estimated useful life of 35 years, commencing at the date the vessel was originally delivered from the shipyard. However, the actual life of a vessel may be different than the estimated useful life, with a shorter actual useful life resulting in an increase in the depreciation and potentially resulting in an impairment loss. The estimated useful life of our LNG carriers takes into account design life, commercial considerations and regulatory restrictions. Vessel residual values are based on our estimation over our vessels sale price at the end of their useful life, being a product of a vessel's lightweight tonnage times an estimated scrap rate and the estimated resale price of certain equipment and material. Residual values are periodically reviewed and revised to recognize changes in conditions, new regulations or for other reasons.

An increase in the useful life of a vessel or in its residual value would have the effect of decreasing the annual depreciation and extending it into later periods. A decrease in the useful life of a vessel or in its residual value would have the effect of increasing the annual depreciation and accelerating it into earlier periods.

A decrease in the useful life of the vessel may occur as a result of poor vessel maintenance, harsh ocean going and weather conditions, or poor quality of shipbuilding. When regulations place limitations over the ability of a vessel to trade on a worldwide basis, its remaining useful life is adjusted to end at the date such regulations preclude such vessel's further commercial use. Weak freight market rates result in owners scrapping more vessels and scrapping them earlier in their lives due to the unattractive returns.

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An increase in the useful life of the vessel may occur as a result of superior vessel maintenance performed, favorable ocean going and weather conditions, superior quality of shipbuilding, or high freight market rates, which result in owners scrapping the vessels later in their lives due to the attractive cash flows.

Actual outcomes may differ from estimates. Such estimates are reviewed and updated at each reporting period.

The table set forth below indicates the carrying value of each of our vessels as of December 31, 2023 and 2022.

Vessel	Capacity (cbm)	Year Built/ Purchased	Carrying Value (in millions of U.S. dollars) as of	
			December 31, 2023	December 31, 2022
<i>Clean Energy</i>	149,700	2007	\$ 102.9	\$ 107.7
<i>Ob River</i>	149,700	2007	103.1	107.8
<i>Amur River</i>	149,700	2008	111.4	116.4
<i>Arctic Aurora</i>	155,000	2014	158.5	162.8
<i>Yenisei River</i>	155,000	2014	148.8	152.8
<i>Lena River</i>	155,000	2015	172.7	177.6
TOTAL	914,100		\$ 797.4	\$ 825.1

As of December 31, 2023 and 2022, the carrying amounts for two of the vessels in our Fleet were above the average of their values as assessed by third-party valuations and therefore we tested these two vessels for potential impairment. In assessing the recoverability of our vessels' carrying amounts, the undiscounted projected net operating cash flows of the vessels significantly exceeded their carrying amounts resulting in no impairment loss being recognized. We refer you to the risk factor entitled "Vessel values may fluctuate substantially and, if these values are lower at a time when we are attempting to dispose of vessels, we may incur a loss" and the discussion herein under the heading "Item 3. Key Information—D. Risk Factors —Risks relating to our Partnership."

Our estimates of basic market value assume that our vessels are all in good and seaworthy condition without need for repair and if inspected, would be certified in class without notations of any kind. Our estimates are based on information available from various industry sources, including:

- reports by industry analysts and data providers that focus on our industry and related dynamics affecting vessel values;
- news and industry reports of similar vessel sales;
- news and industry reports of sales of vessels that are not similar to our vessels where we have made certain adjustments in an attempt to derive information that can be used as part of our estimates;
- approximate market values for our vessels or similar vessels that we have received from shipbrokers, whether solicited or unsolicited, or that shipbrokers have generally disseminated; and
- vessel sale prices and values of which we are aware through both formal and informal communications with shipowners, shipbrokers, industry analysts and various other shipping industry participants and observers.

As we obtain information from various industry and other sources, our estimates of basic market value are inherently uncertain. In addition, vessel values are highly volatile; as such, our estimates may not be indicative of the current or future basic market value of our vessels or prices that we could achieve if we were to sell them.

Depreciation

We depreciate our vessels on a straight-line basis over their estimated useful lives, after considering their estimated residual values. Management estimates residual value of our vessels to be equal to the product of its lightweight tonnage (“LWT”) and an estimated scrap rate per LWT per LNG carrier, which represents our estimate of the market value of the ship at the end of its useful life. Useful economic life of each vessel in our Fleet is estimated to be 35 years from their initial delivery from the shipyard. A decrease in the useful life of a vessel or in its residual value would have the effect of increasing the annual depreciation charge. Up to September 30, 2019, we applied an average scrap rate of \$0.685 per lightweight ton per LNG carrier and following a reassessment of the scrap rates effective from October 1, 2019, we reduced the average scrap rate estimate to \$0.500 per lightweight ton per LNG carrier. The effect of the change in this estimate for the year ended December 31, 2023 was a decrease by \$1.4 million in the net income and a decrease by \$0.04 in the earnings per common unit. When regulations place limitations over the ability of a vessel to trade on a worldwide basis, its remaining useful life is adjusted at the date such regulations become effective.

Recent Accounting Pronouncements

For a discussion on Recent Accounting Pronouncements, see Note 2 to our consolidated financial statements included in this annual report.

Results of Operations

Year ended December 31, 2023 compared to the year ended December 31, 2022

Voyage Revenues. Voyage revenues increased by \$17.2 million, or 13.1%, to \$148.9 million in the year ended December 31, 2023, compared to \$131.7 million for the year ended December 31, 2022. Excluding non-cash items, voyage revenues increased by \$9.5 million. This decrease in voyage revenues was primarily due to:

- i) the increase in the hire rate of the *Arctic Aurora* following its new time charter party agreement with Equinor ASA, which commenced in September 2023; and
- ii) the higher variable hire revenues earned on the *Lena River* and the *Yenisei River* in the year ended December 31, 2023 compared to the corresponding period of 2022.

Revenues from contracts with customers. In the year ended December 31, 2023, revenues from contracts with customers were \$11.6 million, compared to nil for the year ended December 31, 2022. Revenues from contracts with customers include compensation from Yamal for services regarding the special survey of the *Lena River* and the *Yenisei River*, which was completed in the year ended December 31, 2023, as per the terms of the charter party agreement.

Voyage Expenses—including related party. In the year ended December 31, 2023, voyage expenses were \$3.3 million, compared to \$3.0 million for the year ended December 31, 2022, representing an increase of \$0.3 million or 10.0%. The increase is primarily associated to the increased commercial management commissions paid to our Manager, as a result of the increased voyage revenues in the year ended December 31, 2023.

Vessels’ Operating Expenses. Vessel operating expenses increased by 15.4%, or \$4.6 million, to \$34.4 million during the year ended December 31, 2023, from \$29.8 million during the year ended December 31, 2022. Our daily operating expenses increased from \$13,595 for the year ended December 31, 2022 to \$15,713 for the year ended December 31, 2023. This increase is primarily associated with increased technical vessel management services expenditures on certain of the Partnership’s vessels for the year ended December 31, 2023.

Dry-docking and special survey costs. In the year ended December 31, 2023, dry-docking and special survey costs were \$17.7 million, compared to 12.8 for the year ended December 31, 2022, representing an increase of \$4.9 million or 38.3%. The three TFDE vessels in our Fleet, the *Arctic Aurora*, the *Yenisei River* and the *Lena River* completed their scheduled special survey and dry-dock in the year ended December 31, 2023. During the corresponding period of 2022, the three steam turbine vessels of our Fleet, the *Clean Energy*, the *Ob River* and the *Amur River*, completed their scheduled special survey and dry-dock.

General and administrative expenses—including related party. General and administrative expenses decreased by 28.6%, or \$0.8 million, to \$2.0 million during the year ended December 31, 2023, from \$2.8 million during the year ended December 31, 2022. This decrease of general and administrative expenses is mainly attributable to decreased D&O insurance and legal expenses. General and administrative expenses are comprised of legal, consultancy, audit, executive services, administrative services and Board of Directors remuneration fees as well as other miscellaneous expenditures essential to conduct our business.

Management Fees. We incurred an aggregate of \$6.4 million, or \$2,917 per LNG carrier per day in management fees for the year ended December 31, 2023, compared to an aggregate of \$6.2 million, or \$2,833 per LNG carrier per day in management fees for the year ended December 31, 2022. The 3.2%, or \$0.2 million, increase in management fees is consistent with the annual 3% increase in daily management fees pursuant to the Master Agreement see also “Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions”.

Depreciation. Depreciation expense increased by 0.3%, or \$0.1 million, to \$31.9 million during the year ended December 31, 2023, from \$31.8 million during the year ended December 31, 2022. The increase is attributable to the depreciation expense of the BWTS which was installed on the *Arctic Aurora*, the *Yenisei River* and the *Lena River* in the year ended December 31, 2023.

Interest and Finance Costs. Interest and finance costs increased by 40.5%, or \$11.3 million to \$39.2 million during the year ended December 31, 2023, from \$27.9 million during the year ended December 31, 2022. The increase in interest and finance costs was predominantly due to the increase in the weighted average interest rate in the year ended December 31, 2023, compared to the corresponding period in 2022, which was partly counterbalanced by the reduction in interest bearing debt as compared to the corresponding period of 2022.

Interest Income. Interest income increased by 225%, or \$1.8 million, to \$2.6 million during the year ended December 31, 2023, from \$0.8 million during the year ended December 31, 2022. The increase is attributable to a significant increase in interest rates and cash reserves placed in time deposits during the year ended December 31, 2023, compared to the corresponding period in 2022.

Gain on derivative instruments. On May 7, 2020 we entered into a floating to fixed interest rate swap transaction effective from June 29, 2020. It provides a fixed 3-month LIBOR rate of 0.41% based on notional values that reflect the amortization schedule of 100% of our debt outstanding under the \$675 Million Credit Facility, until the \$675 Million Credit Facility matures in September 2024. As of December 31, 2023, we recognized a gain on the derivative financial instrument of \$5.3 million compared to a gain on the derivative financial instrument of \$33.7 million which was recognized in 2022. As a result of the discontinuation of LIBOR, on June 21, 2023 we amended the interest rate swap to replace the fixed 3-month LIBOR rate with the fixed 3-month SOFR rate.

Gain/ (Loss) on debt extinguishment. Gain on debt extinguishment decreased by 109.5%, or \$2.3 million, to \$0.2 million loss during the year ended December 31, 2023, from \$2.1 million gain during the corresponding period in 2022. This decrease of Gain/ (Loss) on debt extinguishment is mainly attributable to the write-off of \$0.2 million of the unamortized debt discounts attributable to the portion of the \$675 Million Credit Facility that was extinguished in the year ended December 31, 2023, due to the voluntary prepayment of \$31.3 million of the \$675 Million Credit Facility, mentioned below, compared to the gain on debt extinguishment of \$2.1 million which resulted from: a) the gain in relation to the principal amount of \$2.2 million which was waived and forgiven as part of the voluntary prepayment of \$18.73 million during the year ended December 31, 2022, which is mentioned below, and b) the write-off of the amount of \$0.1 million of unamortized debt discounts attributable to the portion of the debt that was extinguished.

Other Income. Other Income increased to \$2.9 million during the year ended December 31, 2023, from nil during the corresponding period in 2022. Other income includes income from claims from hull and machinery and loss of hire insurance for damages incurred by the Clean Energy in the prior year.

Year ended December 31, 2022 compared to the year ended December 31, 2021

For a discussion of our results for the year ended December 31, 2022 compared to the year ended December 31, 2021, please see “Item 5. Operating and Financial Review and Prospects – A. Operating Results – Year ended December 31, 2022 compared to the year ended December 31, 2021” contained in our annual report on Form 20-F for the year ended December 31, 2022, filed with the SEC on April 21, 2023.

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 borrowings from debt transactions, cash generated from operations and equity financings. Our liquidity requirements relate to servicing the principal and interest on our debt, paying distributions, when, as and if declared by our Board of Directors and funding capital expenditures and working capital. Our funding and treasury activities are intended to maximize investment returns while maintaining appropriate liquidity.

For the year ended December 31, 2023, our principal sources of funds were our operating cash flows. Also, under the terms of the \$675 Million Credit Facility, the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding under the \$675 Million Credit Facility. Scheduled distributions to the preferred unitholders under the existing Series A Preferred Units and Series B Preferred Units are not restricted provided there is no event of default while the \$675 Million Credit Facility remains outstanding. We frequently monitor our capital needs by projecting our fixed income, expenses and debt obligations and seek to maintain adequate cash reserves to compensate for any budget overruns.

On July 2, 2020, we entered into the Original Agreement, for the offer and sale, from time to time, of up to an aggregate of \$30.0 million of our common units representing limited partnership interests under the Prior ATM Program. In August 2020, we entered into the A&R Sales Agreement, for the offer and sale of common units representing limited partnership interests, having an aggregate offering price of up to \$30.0 million. Upon entry into the A&R Sales Agreement, the Partnership terminated the Prior ATM Program. At the time of such termination, the Partnership had issued and sold 122,580 common units resulting in net proceeds of \$0.3 million, under the Original Agreement. During the year ended December 31, 2021, we issued and sold 1,189,667 of our common units resulting in net proceeds of \$3.3 million under the A&R Sales Agreement. No common units were sold under the A&R Sales Agreement during the years ended December 31, 2022 and 2023.

Our short-term liquidity requirements relate to servicing the principal and interest on our debt and funding of the necessary working capital, including vessel operating expenses and payments under our Master Agreement. On May 7, 2020 we entered into a floating to fixed interest rate swap transaction with Citibank N.A. effective from June 29, 2020. It provided for a fixed 3-month LIBOR rate of 0.41% based on notional values that reflect the amortization schedule of 100% of our debt outstanding under the \$675 Million Credit Facility, until the \$675 Million Credit Facility matures in September 2024. As a result of the discontinuation of LIBOR, on June 21, 2023 we amended the interest rate swap to replace the fixed 3-month LIBOR rate with the fixed 3-month SOFR rate.

Our long-term liquidity requirements relate primarily to funding capital expenditures, including the repayment of our long-term debt and the potential acquisition of additional vessels.

In accordance with our business strategy, other liquidity needs may relate to funding potential investments and maintaining cash reserves against fluctuations in operating cash flows. Because we distribute all of our available cash subject to the restrictions contained in our debt agreements, we expect that we will rely upon external financing sources, including bank borrowings, other financing arrangements and the issuance of debt and equity securities, to fund acquisitions and other expansion capital expenditures. Cash and cash equivalents are held in U.S. dollars. Please see “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Our Cash Distribution Policy” for a discussion of our cash distribution policy and how we define “available cash” under the Partnership Agreement.

Cash

As of December 31, 2023, we reported cash and cash equivalents of \$73.8 million which represented a decrease of \$6.1 million, or 7.6%, compared to \$79.9 million (including \$31.3 million of restricted cash), as of December 31, 2022. Please see “Our Borrowing Activities” for a discussion of the release of the amount held in our Cash Collateral Account for the voluntary prepayments of the \$675 Million Credit Facility on October 11, 2022 and March 27, 2023.

Working capital position

Working capital is equal to current assets minus current liabilities, including the current portion of long-term debt. As of December 31, 2023, we had a working capital deficit of \$353.5 million as compared to the working capital surplus of \$4.0 million as of December 31, 2022. Our working capital deficit was mainly due to the outstanding balance on our \$675 Million Credit Facility that matures in September 2024.

On March 14, 2024, we entered into a term sheet with China Development Bank Financial Leasing Co. Ltd. setting forth indicative terms and conditions for a sale and leaseback arrangement for four of our vessels, the *OB River*, the *Clean Energy*, the *Amur River*, and the *Arctic Aurora* in an amount up to \$345.0 million (the “Lease Financing”). At the end of the lease term we will have the obligation to purchase the four vessels at a predefined price. We intend to use the net proceeds from the Lease Financing, together with other sources of liquidity, to fully repay outstanding amounts under our \$675 Million Credit Facility, at or prior to its maturity. The Lease Financing, which is expected to close in the second quarter of 2024, is subject to the execution of definitive documentation and the satisfaction of customary closing conditions. For additional information regarding the Lease Financing, please see Note 13 to our annual consolidated financial statements included in this annual report.

We believe that our anticipated sources of funds, as mentioned above and those that we anticipate to internally generate for a period of at least the next twelve months, will be sufficient to fund the operations of our Fleet, and to meet our normal working capital requirements, service our principal and interest debt, and make at least the required distribution on our Series A Preferred Units and Series B Preferred Units in accordance with our Partnership Agreement.

Our Borrowing Activities

As of December 31, 2023, we had \$420.6 million of indebtedness outstanding under the fully drawn \$675 Million Credit Facility (discussed below). As of December 31, 2023, we were in compliance with all of the covenants, including the financial and liquidity covenants, contained in the \$675 Million Credit Facility.

\$675 Million Credit Facility

On September 18, 2019, we entered into a 5-year syndicated \$675 million senior secured term loan (the “\$675 Million Credit Facility”) with leading international banks for the purpose of refinancing the Partnership’s existing total indebtedness at that time.

The \$675 Million Credit Facility is repayable over five years in 20 consecutive quarterly payments (plus a balloon payment in year five) based on a 14 year amortization profile and bears interest at SOFR, plus 3.00% margin and is secured by, among other things, first priority mortgages on the six LNG vessels in the Partnership’s fleet. Under the terms of the \$675 Million Credit Facility, the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding under the \$675 Million Credit Facility. Scheduled distributions to the preferred unitholders under the existing Series A Preferred Units and Series B Preferred Units will not be restricted provided there is no event of default while the \$675 Million Credit Facility remains outstanding.

Pursuant to the terms of the \$675 million Credit Facility, it is considered a change of control, which could allow the lenders to declare the facility payable within ten days, if, among other things, (i) Dynagas Holdings Ltd. ceases to own 30% of our total common units outstanding, (ii) any person or persons acting in consent (other than certain permitted holders as defined therein) own a higher percentage of our total common units than in Dynagas LNG Partners LP (“Parent”) than our Sponsor and/or have the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors or the board of managers of the Parent, (iii) Mr. George Prokopiou ceases to be our Chairman and/or member of our board, or (iv) Dynagas GP LLC ceases to be our general partner.

The \$675 Million Credit Facility is secured by a customary security package which includes, among other things (except as otherwise provided herein, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the \$675 Million Credit Facility):

- the Mortgages over each of the Ships;
- the Deeds of Covenant in relation to each of the Ships in respect of which the Mortgage is in account current form;

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- the General Assignments in relation to each of the Ships in respect of which the Mortgage is in preferred form;
- the Charter Assignment in relation to each Ship's Charter Documents;
- the Account Security in relation to each Account;
- the Management Agreement Assignment in relation to each underlying Management Agreement for each Ship;
- a Manager's Undertaking by each Manager of each Ship; and
- a Quiet Enjoyment Agreement for each of Ship E and Ship F duly executed by the relevant Owner, the Security Agent and the relevant Charterer.

The terms of the \$675 Million Credit Facility include the following financial covenants, which require the Partnership to maintain, among other things: (i) a consolidated leverage ratio that is not higher than 0.7:1.0, at all times during each Measurement Period (as defined in the \$675 Million Credit Facility) and (ii) cash and cash equivalents as at the end of each Measurement Period of not less than 8% of the Total Liabilities (as defined in the \$675 Million Credit Facility) in relation to that Measurement Period. As of December 31, 2023, we were in compliance with all the financial and liquidity covenants contained in the \$675 Million Credit Facility.

We learned that, on April 6, 2022, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") designated Amsterdam Trade Bank NV ("ATB") as a Specially Designated National ("SDN") pursuant to Executive Order 14024. ATB was among several lenders to our \$675 Million Credit Facility, representing an approximately 3.6% lender participation. On April 22, 2022, ATB was declared bankrupt by the District Court of Amsterdam whereby the court appointed certain bankruptcy trustees ("Bankruptcy Trustees"). On July 12, 2022 the U.S. Department of the Treasury issued Licence No. RUSSIA-EO14024-2022-921484-1 to the Bankruptcy Trustees which authorized the Bankruptcy Trustees to engage in all transactions ordinarily incident and necessary to the wind down of transactions with ATB. ("Specific Licence").

On October 11, 2022, pursuant to the Specific Licence, the Partnership and all Lenders of the \$675 Million Credit Facility (including the Bankruptcy Trustees on behalf of ATB) entered into a Supplemental Agreement to the \$675 Million Credit Facility and a Deed of Retirement. Pursuant to their terms, among other things:

- (i) we made a voluntary prepayment of \$18.73 million on October 12, 2022 which was applied in prepayment of the entire participation of ATB to the \$675 Million Credit Facility, including the principal amount of \$19.1 million and accrued interest of \$0.05 million as of the date of prepayment as well as the amount of \$1.8 million, which we had paid to the Agent between March 2022 and September 2022 in relation to the principal and interest repayments for ATB and which is currently blocked by the Agent due to the application of Sanctions;
- (ii) ATB was retired as Arranger and as Lender under the \$675 Million Credit Facility;
- (iii) an amount equal to the prepayment amount was released from the Cash Collateral Account in order to make the prepayment to ATB as referred to above;
- (iv) the Agent applied to the relevant Sanctions Authority in the U.S.A. for the return of the amount which was paid by ourselves to the Agent between March 2022 and September 2022 in relation to the principal and interest repayments for ATB and which are currently blocked by the Agent due to the application of Sanctions.

We have not been restricted in meeting our repayment obligations by continuing to make payments of principal and/or interest to the Agent as required under the Facility Agreement and we are in compliance with the terms of the Facility Agreement.

On March 27, 2023 and in agreement with the Lenders of the \$675 Million Credit Facility, we effected a voluntary prepayment of \$31.3 million using the funds standing to the credit of the Cash Collateral Account. This amount was applied in inverse order of maturity by reducing the balloon payment of the facility.

On June 26, 2023, we and all Lenders of the \$675 Million Credit Facility entered into a second supplemental agreement to the \$675 Million Credit Facility pursuant to the voluntary prepayment of \$31.3 million being incorporated in the security documents; and the rate of interest was amended in order to reflect the transition from LIBOR to SOFR.

The final instalment and a balloon payment under the \$675 Million Credit Facility, in the aggregate amount of \$396.6 million, will become due at maturity on September 18, 2024, which we expect to fund using the net proceeds from a new Lease Financing, together with other sources of liquidity. Please see below, “Term Sheet for New Lease Financing.”

Please also see “Item 3. Key Information—D. Risk Factors—Risks Relating to our Partnership—*We are subject to certain risks with respect to our contractual counterparties, and failure of such counterparties to perform their obligations under such contracts could cause us to sustain significant losses, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.*”

Term Sheet for New Lease Financing

On March 14, 2024, we entered into a term sheet with China Development Bank Financial Leasing Co. Ltd. (“CDBL”) setting forth indicative terms and conditions for a sale and leaseback arrangement for four of our vessels, the *OB River*, the *Clean Energy*, the *Amur River*, and the *Arctic Aurora* in an amount up to \$345.0 million (the “Lease Financing”). At the end of the lease term we will have the obligation to purchase the four vessels at a predefined price. We intend to use the net proceeds from the Lease Financing, together with other sources of liquidity, to fully repay outstanding amounts under our \$675 Million Credit Facility, which matures in September 2024. The terms offered by CDBL have been credit approved by the counterparty and the Lease Financing, which is expected to close in the second quarter of 2024, is subject to the execution of definitive documentation and the satisfaction of customary closing conditions. For additional information regarding the Lease Financing, please see Note 13 to our annual consolidated financial statements included in this annual report.

\$30 Million Revolving Credit Facility

On November 18, 2013, concurrently with the consummation of our IPO, we entered into an interest-free \$30.0 million revolving credit facility with our Sponsor, or the \$30 Million Revolving Credit Facility, with an original term of five years from the closing date, to be used for general partnership purposes. No amounts have been drawn under the facility since 2013 (amounts drawn in 2013 were fully repaid in early 2014). On November 14, 2018, we extended our \$30 Million Revolving Credit Facility with our Sponsor for an additional five-year term, until November 14, 2023, on terms and conditions substantially similar to the existing credit facility. The \$30.0 Million Revolving Credit Facility expired and was not renewed.

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, such as dry-docking and vessel replacement. Because of the substantial capital expenditures that we are required to make to maintain our Fleet, currently, our annual estimated maintenance and replacement capital expenditures for purposes of estimating maintenance and replacement capital expenditures will be \$16.9 million per year, which is composed of \$4.2 million for dry-docking and \$12.7 million, including financing costs, for replacing our vessels at the end of their useful lives. The \$12.7 million for future vessel replacement is based on assumptions and estimates regarding the remaining useful lives of our vessels, a long-term net investment rate equivalent to our current expected long-term borrowing costs, vessel replacement values based on current market conditions and residual value of the vessels at the end of their useful lives based on current steel prices. 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 determine that one or more of our assumptions should be revised, which could cause our Board of Directors to increase or decrease the amount of estimated maintenance and replacement capital expenditures. 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.

Cash Flows

The following table summarizes our net cash flows from operating, investing and financing activities and our cash and cash equivalents and restricted cash for the years ended December 31, 2023, 2022 and 2021:

<i>(Amounts in thousands of Dollars)</i>	Year Ended December 31,		
	2023	2022	2021
Net cash provided by operating activities	\$ 64,391	\$ 57,324	\$ 79,591
Net cash used in investing activities	(4,238)	(3,635)	—
Net cash used in financing activities	(66,269)	(70,836)	(57,555)
Cash and cash equivalents and restricted cash at beginning of year	79,868	97,015	74,979
Cash and cash equivalents and restricted cash at end of year	<u>\$ 73,752</u>	<u>\$ 79,868</u>	<u>\$ 97,015</u>

Net Cash Provided by Operating Activities

Net cash provided by operating activities increased by \$7.1 million, or 12.4%, to \$64.4 million for the year ended December 31, 2023, compared to \$57.3 million for the year ended December 31, 2022. This increase was primarily due to the favorable working capital variations.

Net cash provided by operating activities decreased by \$22.3 million, or 28.0%, to \$57.3 million for the year ended December 31, 2022, compared to \$79.6 million for the year ended December 31, 2021. This decrease was primarily due to the unfavorable working capital variations and increase in interest and finance costs.

Net Cash Used in Investing Activities

Net cash used in investing activities increased by \$0.6 million, or 16.7%, to \$4.2 million for the year ended December 31, 2023, compared to \$3.6 million for the year ended December 31, 2022. This increase was primarily attributable to cash used for the abovementioned installation of the BWTS on the *Arctic Aurora*, the *Yenisei River* and the *Lena River* compared to cash used for installation of BWTS on other three vessels in 2022.

Net cash used in investing activities amounted to \$3.6 million for the year ended December 31, 2022, as compared to \$nil for the year ended December 31, 2021, primarily attributable to cash used for the installation of the BWTS on the *Clean Energy*, the *Amur River* and the *OB River*.

Net Cash Used in Financing Activities

Net cash used in financing activities decreased by \$4.5 million, or 6.4%, from net cash used in financing activities of \$70.8 million in the year ended December 31, 2022, to net cash used in financing activities of \$66.3 million in the year ended December 31, 2023. This decrease is mainly due to the increase of receipts of derivative instruments by \$17.2, which was offset by an increase of repayments of the \$675 Million Credit Facility by \$12.6 million, due to the amounts paid for the abovementioned voluntary prepayments of \$31.3 million and \$18.73 million, on March 27, 2023 and October 12, 2022.

Net cash used in financing activities increased by \$13.2 million, or 22.9% from net cash used in financing activities of \$57.6 million in the year ended December 31, 2021, to net cash used in financing activities of \$70.8 million in the year ended December 31, 2022. This increase was mainly due to the increase of repayments of long-term debt due to the amount paid for the abovementioned voluntary prepayment of \$18.73 million on October 12, 2022, which was applied in prepayment of the entire participation of ATB to the \$675 Million Credit Facility; and the decrease by \$3.4 million in proceeds from issuance of common units net of payments for securities registration and other filing costs in the year ended December 31, 2022 to nil, compared to the corresponding period in 2021. This increase was partially offset by an increase in receipts of derivative instruments by \$8.8 million.

Distributions

Distributions on Common Units

We paid a cash distribution of \$0.0625 per unit to all common unitholders on February 14, 2019, and May 10, 2019. Since May 2019, we have not declared or paid any cash distributions relating to our common units.

Under the terms of the \$675 Million Credit Facility, which was entered into on September 18, 2019, the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding under the \$675 Million Credit Facility. See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—\$675 Million Credit Facility” and “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Our Cash Distribution Policy.”

Distributions on Series A Preferred Units

We paid a cash distribution of \$0.5625 per unit to all Series A Preferred unitholders on February 12, 2020, May 12, 2020, August 12, 2020, November 12, 2020, February 12, 2021, May 12, 2021, August 12, 2021, November 12, 2021, February 14, 2022, May 12, 2022, August 12, 2022, November 14, 2022, February 13, 2023, May 12, 2023, August 14, 2023, November 13, 2023, and February 12, 2024.

Under the terms of the \$675 Million Credit Facility, which was entered into on September 18, 2019, the Partnership may be restricted from paying distributions to its preferred unitholders if an event of default occurs while borrowings are outstanding under the \$675 Million Credit Facility. See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—\$675 Million Credit Facility” and “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Our Cash Distribution Policy.”

Distributions on Series B Preferred Units

We paid a cash distribution of \$0.546875 per unit to all Series B Preferred unitholders on February 24, 2020, May 22, 2020, August 24, 2020, November 23, 2020, February 22, 2021, May 24, 2021, August 23, 2021, November 22, 2021, February 22, 2022, May 23, 2022, August 22, 2022, November 22, 2022, February 22, 2023, May 22, 2023, August 22, 2023, and November 22, 2023

We paid a cash distribution of \$0.71764025 per unit to all Series B Preferred unitholders on February 22, 2024.

Under the terms of the \$675 Million Credit Facility, which was entered into on September 18, 2019, the Partnership may be restricted from paying distributions to its preferred unitholders if an event of default occurs while borrowings are outstanding under the \$675 Million Credit Facility. See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—\$675 Million Credit Facility” and “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Our Cash Distribution Policy.”

General Partner Distributions

During the years ended December 31, 2023, 2022 and 2021 we made no payments to our General Partner and holder of the incentive distribution rights in the Partnership.

The declaration and payment of distributions, if any, is always subject to the discretion of our Board of Directors. We may reduce or eliminate our cash distributions relating to our common units or preferred units at any time in our sole discretion.

Securities Offerings (following the IPO)

In June 2014, we completed our underwritten public offering of 4,800,000 common units at \$22.79 per common unit, and on June 18, 2014, the underwriters in the offering exercised their option to purchase an additional 720,000 common units at the same price.

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In September 2014, we completed our underwritten public offering of \$250.0 million in aggregate principal amount of our 6.25% Senior Notes due 2019, or our 2019 Notes. The 2019 Notes commenced trading on the NYSE on December 30, 2014 under the ticker symbol “DLNG 19.” On October 30, 2019, we redeemed the entire outstanding balance of the 2019 Notes of \$250 million aggregate principal amount using proceeds from the \$675 Million Credit Facility (as described below) together with cash on hand.

In July 2015, we completed our underwritten public offering of 3,000,000 of our 9.00% Series A Cumulative Redeemable Preferred Units at \$25.00 per unit. Our Series A Preferred Units trade on the NYSE under the ticker symbol “DLNG PR A.”

In October 2018, we completed our underwritten public offering of 2,200,000 8.75% Series B Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units at \$25.00 per unit. Our Series B Preferred Units trade on the NYSE under the ticker symbol “DLNG PR B.”

On July 2, 2020, we entered into the Original Agreement with Virtu Americas LLC, as sales agent, for the offer and sale, from time to time, of up to an aggregate of \$30.0 million of our common units representing limited partnership interests under an “at-the-market” offering program. In August 2020, we entered into the A&R Sales Agreement with Virtu Americas LLC and DNB Markets, Inc., for the offer and sale of common units representing limited partnership interests, having an aggregate offering price of up to \$30.0 million. Upon entry into the A&R Sales Agreement, the Partnership terminated its prior at-the-market program established in July of 2020 pursuant to the Original Agreement (the “Prior ATM Program”). At the time of such termination, the Partnership had issued and sold 122,580 common units resulting in net proceeds of \$0.3 million, under the Original Agreement. During the year ended December 31, 2021, we issued and sold 1,189,667 of our common units resulting in net proceeds of \$3.3 million under the A&R Sales Agreement. No common units were sold under the A&R Sales Agreement during the years ended December 31, 2022 and 2023.

Recent Developments

Distributions

We declared a quarterly cash distribution of \$0.5625 on our Series A Preferred Units for the period from November 12, 2023 to February 11, 2024, which was paid on February 12, 2024, to all applicable unit holders of record as of February 5, 2024.

We declared a quarterly cash distribution of \$0.71764025 on our Series B Preferred Units for the period from November 22, 2023, to February 21, 2024, which was paid on February 22, 2024, to all applicable unit holders as of February 14, 2024.

On April 21, 2024, we declared a cash distribution of \$0.5625 per unit on our Series A Preferred Units for the period from February 12, 2024 to May 11, 2024. The cash distribution is scheduled to be paid on May 13, 2024 to all Series A preferred unitholders of record as of May 6, 2024.

Term Sheet for New Lease Financing

On March 14, 2024, we entered into a term sheet with China Development Bank Financial Leasing Co. Ltd. for the lease financing of four of our six LNG carriers in an amount of up to \$345.0 million (the “Lease Financing”). The Lease Financing is expected to close in the second quarter of 2024. We intend to use the net proceeds from the Lease Financing, together with other sources of liquidity, to fully repay outstanding amounts under our \$675 Million Credit Facility that is scheduled to mature in September 2024. The Lease Financing, which is expected to close in the second quarter of 2024, is subject to the execution of definitive documentation and the satisfaction of customary closing conditions.

Receipt of Insurance Proceeds

On April 2, 2024, we received the amount of \$2.8 million for the settlement of a claim, from the hull and machinery and loss of hire insurance, net of commissions and adjusters’ fees, relating to certain damage sustained by the *Clean Energy*.

C. RESEARCH AND DEVELOPMENT, PATENTS AND LICENSES, ETC.

Not applicable.

D. TREND INFORMATION

See “Item 4. Information on the Partnership – B. Business Overview – The International Liquefied Natural Gas (LNG) Shipping Industry.”

E. CRITICAL ACCOUNTING ESTIMATES

For a description of all our significant accounting policies, see Note 2 to our annual consolidated financial statements included elsewhere in this annual report, and for our critical accounting estimates, see the paragraph entitled “Critical Accounting Estimates and Policies” under Item 5.A discussed above.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES. DIRECTORS AND SENIOR MANAGEMENT

The following provides information about each of our directors and senior management.

Name	Age	Position
Georgios Prokopiou	77	Chairman of the Board of Directors and Appointed Director
Tony Lauritzen	47	Chief Executive Officer and Appointed Director
Michael Gregos	52	Chief Financial Officer
Dimitris Anagnostopoulos	77	Class III Director
Alexios Rodopoulos	76	Class II Director
Evangelos Vlahoulis	77	Class I Director

Certain biographical information about each of our directors and executive officers is set forth below.

Georgios Prokopiou. Mr. Georgios Prokopiou has served as Chairman of our Board of Directors since our inception. Since entering the shipping business in 1974, Mr. Prokopiou has managed a shipping fleet consisting of over 500 vessels and is among other, the founder of Dynacom Tankers Management, Sea Traders and Dynagas Ltd., our Manager. Dynacom was founded in 1991 to manage tankers and Sea Traders SA was founded in 1974 to manage bulk carriers. Since 2002, companies controlled by Mr. Prokopiou have built more than 100 vessels at shipyards in South Korea, Japan and China. Mr. Prokopiou holds a civil engineering degree from the National Technical University of Athens. Mr. Prokopiou has also served as Chairman of the North of England P&I Association. He is Chairman of the Greek committee of Bureau Veritas, as well as member of the Greek committees of DNV-GL, Lloyd’s Register and ABS. In 2005 Dynacom was awarded Tanker Company of the Year award by Lloyd’s List. In 2015 Dynagas Ltd. was the winner of Statoil’s Working Safely with Suppliers Award. Mr. Prokopiou was the recipient of Seatrade’s Lifetime Achievement Award in June 2017 and the Capital Link Lifetime Achievement Award in January 2020.

Tony Lauritzen. Mr. Tony Lauritzen has served as our Chief Executive Officer and on our Board of Directors since our inception in 2013. Mr. Lauritzen has been the general manager of our Sponsor’s LNG activities since 2006. Prior to joining Dynagas, Mr. Lauritzen worked for the shipowner and ship manager Bernhard Schulte Shipmanagement Ltd where he was a project manager with a focus on the gas shipping segment. Prior to that, he worked for Westshore Shipbrokers AS in the offshore shipbroking segment. Mr. Lauritzen holds a Master of Science in Shipping Trade and Finance from Bayes Business School (formerly known as Cass Business School) of City University in London (2003) and a Master of Arts in Business and Finance from Heriot Watt University, Edinburgh (2002). Mr. Lauritzen is the son-in-law of Mr. Prokopiou.

Michael Gregos. Mr. Michael Gregos has served as our Chief Financial Officer since our inception. Mr. Gregos has served as commercial manager of the activities of Dynacom Tankers Management since 2009. From 2007 to 2009, Mr. Gregos served as Chief Operating Officer of Ocean Freight Inc. a shipping transportation company listed on NASDAQ. Prior to that, Mr. Gregos was commercial manager of the activities of Dynacom Tankers Management. Mr. Gregos has also worked for Oceania Maritime Agency, a shipping transportation company in Connecticut, USA and ATE Finance the corporate finance arm of Agricultural Bank of Greece responsible for the implementation of initial public offerings in the Greek equities market. He is a graduate of Queen Mary University in London and holds an M.Sc. in Shipping, Trade and Finance from Bayes Business School (formerly known as Cass Business School) of City University in London.

Dimitris Anagnostopoulos. Mr. Anagnostopoulos has served as one of our directors since August 2023 and also serves on the Conflicts Committee and the Compensation Committee of the Board. Mr. Anagnostopoulos has over 50 years of experience in shipping, ship finance and banking. Mr. Anagnostopoulos obtained his BSc at the Athens University of Economics and Business. Throughout his career, Mr. Anagnostopoulos has held various posts at the National Investment Bank of Industrial Development (ETEBA), Continental Illinois National Bank of Chicago, the Greyhound Corporation, and with ABN AMRO, where he spent nearly two decades, holding the positions of Senior Vice-President and Head of Shipping. From 2010 to 2023 he served as a Board Member of Aegean Baltic Bank S.A. and continues to serve as an advisor to the bank's management team. Mr. Anagnostopoulos has been a speaker and panelist at various shipping conferences in Europe, and a regular guest lecturer at the Bayes Business School (formerly known as Cass Business School) of City University in London, the Athens University of Economics and Business and the ALBA Graduate Business School. He is a member (and ex-vice chairman) of the Association of Banking and Financial Executives of Greek Shipping and an Associate Member of the Institute of Energy of South East Europe. In 2008 he was named by the Lloyd's Organization as Shipping Financier of the Year. In addition, since 2009 he has served as a member of the board of directors of Seanergy Maritime Holdings Corp. (Nasdaq:SHIP), where he serves on the audit committee, compensation committee and nominating committee.

Alexios Rodopoulos. Mr. Alexios Rodopoulos has served as one of our directors since the closing of our IPO in November 2013 and also serves as Chairman of our Audit Committee. Mr. Rodopoulos is an independent shipping business consultant, operating through his family-owned company, Rodofin Business Consultants Ltd. From 1999 until 2011 Mr. Rodopoulos served as the Head of Shipping (Piraeus) of Royal Bank of Scotland (RBS). Mr. Rodopoulos is a graduate of the Economic University of Athens, Greece.

Evangelos Vlahoulis. Mr. Evangelos Vlahoulis has served as one of our directors since the closing of our IPO in November 2013 and also serves as Chairman of the Compensation Committee. Since 2005, Mr. Vlahoulis has served as Chief Executive Officer of Finship S.A. which provides maritime financing services including to Deutsche Bank in connection with their shipping activities in Greece. From 1984 until 2005 Mr. Vlahoulis served as the representative for Greek shipping of Deutsche Schiffsbank (the predecessor to Commercebank AB). Since October 2015, Mr. Vlahoulis serves as a consultant for the Greek branch of DVB bank. Mr. Vlahoulis is a graduate of London University and holds a BA in Economics.

Reimbursement of Expenses of Our General Partner

Our General Partner does not receive compensation from us for any services it provides on our behalf, however, it is entitled to reimbursement for expenses incurred on our behalf.

B. COMPENSATION

Executive Compensation

Our executive officers, who report directly to our Board of Directors, are provided to us by our Manager under an Executive Services Agreement with retroactive effect from the closing date of our IPO. Under the agreement, our Manager is entitled to an executive services fee of €538,000 per annum, for the initial five-year term, payable in equal monthly instalments and automatically renews for successive five-year terms unless terminated earlier. Subsequent to the initial term, the Executive Services Agreement automatically renewed in November 2018 and November 2023.

Director Compensation

Our chief executive officer who also serves as our director does not receive additional compensation for his service as director. Each non-management director receives compensation for attending meetings of our Board of Directors, as well as committee meetings. Non-management directors receive director fees of approximately \$135,000 per year, in aggregate. In addition, each director is reimbursed for out-of-pocket expenses in connection with attending meetings of the Board of Directors or other committees. Each director is fully indemnified by us for actions associated with being a director to the extent permitted under Marshall Islands law.

C. BOARD PRACTICES

General

Pursuant to the terms of our Partnership Agreement, our General Partner has 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 General Partner is wholly owned by our Sponsor. Our executive officers, whose services are provided to us pursuant to the Executive Services Agreement with our Manager, manage our day-to-day activities consistent with the policies and procedures adopted by our Board of Directors.

Our board consists of five members, two of whom are appointed by our General Partner in its sole discretion and three of whom are elected by our common unitholders. Our Board of Directors has determined that all of the directors, other than Mr. Georgios Prokopiou and Mr. Tony Lauritzen, satisfy the independence standards established by the NYSE, as applicable to us. The directors appointed by our General Partner serve until a successor is duly appointed by the General Partner. Directors elected by our common unitholders are divided into three classes serving staggered three-year terms.

At the Partnership's 2014 Annual General Meeting of Limited Partners, the Class I Elected Director was elected to serve for a one year term expiring on the date of the succeeding annual meeting, the Class II Elected Director was elected to serve for a two-year term expiring on the second succeeding annual meeting and the Class III Elected Director was elected to serve for a three-year term expiring on the third succeeding annual meeting. At each annual meeting of limited partners, directors will be elected to succeed the class of directors whose terms have expired by a plurality of the votes of the common unitholders. Directors elected by our common unitholders will be nominated by the Board of Directors or by any limited partner or group of limited partners that beneficially owns at least 15% of the outstanding common units.

The Partnership held its 2023 Annual General Meeting of Limited Partners on November 30, 2023, at which (i) Mr. Dimitris Anagnostopoulos was elected as a Class III Director to serve for a three-year term until the 2026 Annual Meeting of Limited Partners, and (ii) Ernst & Young (Hellas) Certified Auditors Accountants S.A. were re-appointed to serve as the Partnership's independent auditors for the fiscal year ending December 31, 2023.

Each outstanding common unit is entitled to one vote on matters subject to a vote of common unitholders. However, to preserve our ability to be exempt 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 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), 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, including our Sponsor, 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 function, engages our external auditors and oversees our internal audit activities and procedures and the adequacy of our internal accounting controls. Our audit committee is comprised of two directors, Mr. Evangelos Vlahoulis and Mr. Alexios Rodopoulos. Our Board of Directors has determined that Mr. Vlahoulis and Mr. Rodopoulos satisfy the independence standards established by the NYSE. Mr. Rodopoulos qualifies as an "audit committee expert" for purposes of SEC rule and regulations.

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We also have a Conflicts Committee comprised of two members of our Board of Directors. The Conflicts Committee is available at the board's discretion to review specific matters that the board 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 a conflicts 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. The members of our Conflicts Committee are currently Mr. Dimitris Anagnostopoulos and Mr. Alexios Rodopoulos. For additional information about the Conflicts Committee, please see "Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions—Conflicts of Interest and Fiduciary Duties."

We also have a compensation committee comprised of two members of our Board of Directors. The members of our compensation committee are currently Mr. Evangelos Vlahoulis and Mr. Dimitris Anagnostopoulos. The compensation committee is responsible for carrying out the Board's responsibilities relating to compensation of our executive officers and for providing such other guidance with respect to compensation matters as the Committee deems appropriate.

Please see "Item 16G. Corporate Governance."

D. EMPLOYEES

As of December 31, 2023, we did not employ any onshore or offshore staff. Our Manager has provided and continues to provide us with commercial and technical management services, including all necessary crew-related services, to our vessel owning subsidiaries pursuant to the Master Agreement. Please see "Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions—Vessel Management." The services of our executive officers and other employees are provided to us by our Manager pursuant to an Executive Services Agreement and an Administrative Services Agreement, in return of a monthly and an annual fee, respectively. Please see "Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions—Administrative Services Agreement & Executive Services Agreement."

E. UNIT OWNERSHIP

Please see "Item 7. Major Unitholders and Related Party Transactions—A. Major Unitholders."

F. DISCLOSURE OF A REGISTRANT'S ACTION TO RECOVER ERRONEOUSLY AWARDED COMPENSATION

Not applicable.

ITEM 7. MAJOR UNITHOLDERS AND RELATED PARTY TRANSACTIONS

A. MAJOR UNITHOLDERS

The following table sets forth the beneficial ownership of our common units as of the date of this report by each person that we know to beneficially own more than 5% of our outstanding common units. The number of units beneficially owned by each person is determined under SEC rules and the information is not necessarily indicative of beneficial ownership for any other purpose:

Name of Beneficial Owner	Number	Percent
Dynagas Holding Ltd. ⁽²⁾	15,595,000	42.38 %
Cobas Asset Management SGIIC SA ⁽³⁾	5,486,906	14.91 %
Dell Loy Hansen ⁽⁵⁾	3,563,020	9.68 %
All executives, officers and directors as a group ⁽³⁾⁽⁴⁾	*	*

(1) Based on 36,802,247 common units outstanding as of the date of this annual report.

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- (2) Dynagas Holding Ltd. is beneficially owned by the Prokopiou Family, including the chairman of our Board of Directors, Georgios Prokopiou and his daughters Elisavet Prokopiou, Johanna Prokopiou, Marina Kalliope Prokopiou, and Maria Eleni Prokopiou, which collectively have a business address at 23, Rue Basse, 98000 Monaco.
- (3) This information is derived from Schedule 13G/A filed with SEC on February 5, 2024.
- (4) Neither any member of our Board of Directors or executive officer individually, nor all of them taken as a group, hold more than 1% of our outstanding common units apart from Mr. Georgios Prokopiou, whose ownership interests are separately presented in the above table.
- (5) This information is derived from Schedule 13G filed with the SEC on October 15, 2020.

As of the date of this annual report, we had three unitholders of record, two of which were located in the United States, representing 57.63% of our outstanding common units. However, one of the U.S. common unitholders of record is CEDE & CO., a nominee of the Depository Trust Company, which held 57.62% of our common units as of the same date. Accordingly, we believe that the common units held by CEDE & CO. include common units beneficially owned by both holders in the United States and non-U.S. beneficial owners. Except as otherwise disclosed herein, we are not aware of any arrangements, the operation of which may at a subsequent date result in a change of control of us.

B. RELATED PARTY TRANSACTIONS

From time to time we have entered into agreements and have consummated transactions with certain related parties. We may enter into related party transactions from time to time in the future. In connection with our IPO, we established a Conflicts Committee, comprised entirely of independent directors, to evaluate any transaction or other matter referred or disclosed to the Conflicts Committee in which a conflict of interest or potential conflict of interests exists or arises.

Omnibus Agreement

In November 2013 and as amended and restated in April 2016, we, and certain of our subsidiaries, entered into the Omnibus Agreement with our Sponsor and our General Partner, which provided us with, among other things, certain rights to acquire certain identified vessels and interests in vessels. As of the date of this annual report, we no longer have any rights to acquire any identified vessels or ownership interests in vessels owned by our Sponsor. We still have the right, but not the obligation, to purchase from our Sponsor any LNG carriers acquired or placed under contracts with an initial term of four or more years, for so long as the Omnibus Agreement is in full force and effect (as described below).

Noncompetition

Under the Omnibus Agreement, our Sponsor has agreed, and has caused its affiliates (other than us, and our subsidiaries) to agree, not to acquire, own, operate or contract for any LNG carrier operating under a charter with an initial term of four or more years. We refer to these LNG carriers as “Four-Year LNG carriers” and to all other LNG carriers, together with any related contracts, as “Non-Four-Year LNG carriers.” The restrictions in this paragraph will not prevent our Sponsor or any of its controlled affiliates (including us and our subsidiaries) from:

- (1) acquiring, owning, operating or chartering any Non-Four-Year LNG carriers;

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- (2) (i) acquiring or owning one or more Four-Year LNG carrier(s) if such Dynagas Holding Entity (as defined in the Omnibus Agreement) offers to sell such Four-Year LNG carrier to us for the acquisition price plus any administrative costs in accordance with the procedures set forth in the Omnibus Agreement (and we do not fulfill our obligation to purchase such Four-Year LNG carrier in accordance with the terms of the Omnibus Agreement) and (ii) owning any Optional Interests (as defined in the Omnibus Agreement) in the entities relating to the Optional Vessels at any time on or after the time at which such interests are treated as a Four-Year LNG carrier pursuant to the Omnibus Agreement, if the related Dynagas Holding Entities (as applicable), offer to sell such Optional Interests to us for the pro rata portion of the acquisition price relating to the corresponding LNG carrier owned by such entity plus any administrative costs in accordance with the procedures set forth in the Omnibus Agreement (and we do not fulfill our obligation to purchase such Optional Interests in accordance with the terms of the Omnibus Agreement);
- (3) operating or chartering an LNG carrier under a charter with a term of four or more years if such Dynagas Holding Entity offers to sell such LNG carrier to us for fair market value (i) promptly after the time it becomes a Four-Year LNG carrier and (ii) at each renewal or extension of that charter if such renewal or extension is for a term of four or more years, in each case in accordance with the procedures set forth in the Omnibus Agreement;
- (4) acquiring and owning a controlling interest in one or more Four-Year LNG carriers as part of the acquisition of an interest in business or package of assets that owns, operates or charters such Four-Year LNG carriers; provided, however; if a majority of the value of the business or assets acquired is attributable to Four-Year LNG carriers, as determined in good faith by our Sponsor's board of directors, the Dynagas Holding Entity must offer to sell such Four-Year LNG carrier(s) to us for their fair market value plus any administrative costs in accordance with the procedures set forth in the Omnibus Agreement (for the avoidance of doubt, nothing herein shall prohibit the acquisition and owning of one or more Four-Year LNG carriers as part of the acquisition of a minority interest in a business or package of assets that owns, operates or charters Four-Year LNG carriers);
- (5) acquiring a non-controlling interest in any company, business or pool of assets;
- (6) acquiring, owning, operating or chartering any Four-Year LNG carrier if we do not fulfill our obligation to purchase such Four-Year LNG carrier in accordance with the terms of the Omnibus Agreement;
- (7) acquiring, owning, operating or chartering any Four-Year LNG carrier that is subject to the offers to us described in paragraphs (2), (3) and (4) above pending our determination whether to accept such offers and pending the closing of any offers we accept;
- (8) providing vessel management services relating to any LNG carrier;
- (9) acquiring and owning any Four-Year LNG carrier as part of a financing arrangement, including by way of a sale leaseback transaction, which is accounted for as a financial lease under United States generally accepted accounting principles; or
- (10) acquiring, owning, operating or chartering any Four-Year LNG carrier if we have previously advised our Sponsor that we consent to such acquisition, operation or charter.

If our Sponsor or any of its controlled affiliates acquires, owns, operates or contracts for Four-Year LNG carriers pursuant to any of the exceptions described above, it may not subsequently expand that portion of its business other than pursuant to those exceptions.

Under the Omnibus Agreement, we are not restricted from acquiring, operating or chartering Non-Four-Year LNG carriers.

Upon a change of control (as such term is set forth in the Omnibus Agreement) of us or our General Partner, the noncompetition provisions of the Omnibus Agreement will terminate immediately. Upon a change of control of our Sponsor (as such term is set forth in the Omnibus Agreement), the noncompetition provisions of the Omnibus Agreement applicable to our Sponsor will terminate immediately. In addition, on the date on which a majority of our directors ceases to consist of directors that were (1) appointed by our General Partner prior to our first annual meeting of unitholders and (2) recommended for election by a majority of our appointed directors, the noncompetition provisions applicable to our Sponsor shall terminate immediately.

Rights of First Offer on LNG carriers

Under the Omnibus Agreement, we and our subsidiaries have granted to our Sponsor the right of first offer on any proposed sale, transfer or other disposition of any LNG carrier owned by us. Under the Omnibus Agreement, our Sponsor has agreed (and will cause their subsidiaries to agree) to grant a similar right of first offer to us for any Four-Year LNG carriers they own. These rights of first offer will not apply to (a) with respect to the Sponsor, a sale, transfer or other disposition of assets between or among any of its subsidiaries (other than us) and with respect to us, a sale, transfer or other disposition of assets between or among any of our subsidiaries (other than the Sponsor, if applicable), or pursuant to the terms of any contract or other agreement with a contractual counterparty existing at the time of the closing of our IPO or (b) a merger with or into, or sale of substantially all of the assets to, an unaffiliated third-party. In addition, the rights of first offer may be waived by us under Section 7.5 of the Omnibus Agreement in our discretion.

Prior to engaging in any negotiation regarding any LNG carrier's disposition with respect to a Four-Year LNG carrier with a non-affiliated third-party, we or our Sponsor, 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 our Sponsor 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 our Sponsor, as the case may be, will be able within the next 180 calendar days to sell, transfer, dispose or re-contract the LNG carrier 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 our Sponsor 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 our Sponsor, the right of first offer provisions applicable to our Sponsor under the Omnibus Agreement will terminate at the time of the change of control. On the date on which a majority of our directors ceases to consist of directors that were (1) appointed by our General Partner prior to our first annual meeting of unitholders and (2) recommended for election by a majority of our appointed directors, the provisions related to the rights of first offer granted to us by our Sponsor shall terminate immediately.

For purposes of the Omnibus Agreement a "change of control" means, with respect to any "applicable person," any of the following events: (a) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the applicable person's assets to any other person, unless immediately following such sale, lease, exchange or other transfer such assets are owned, directly or indirectly, by the applicable person; (b) the consolidation or merger of the applicable person with or into another person pursuant to a transaction in which the outstanding voting securities of the applicable person are changed into or exchanged for cash, securities or other property, other than any such transaction where (i) the outstanding voting securities of the applicable person are changed into or exchanged for voting securities of the surviving person or its parent and (ii) the holders of the voting securities of the applicable person immediately prior to such transaction own, directly or indirectly, not less than a majority of the outstanding voting securities of the surviving person or its parent immediately after such transaction; and (c) a "person" or "group" (within the meaning of Sections 13(d) or 14(d)(2) of the Exchange Act), other than our Sponsor or its Affiliates with respect to the General Partner, being or becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50% of all of the then outstanding voting securities of the applicable person, except in a merger or consolidation which would not constitute a change of control under clause (b) above.

Indemnification

Our Sponsor indemnifies us for liabilities related to:

- tax liabilities attributable to the operation of the assets contributed or sold to us prior to the time they were contributed or sold.

Amendments

The Omnibus Agreement may not be amended without the prior approval of the Conflicts Committee if the proposed amendment will, in the reasonable discretion of our Board of Directors, adversely affect holders of our common units.

Vessel Management

Our Manager provides us with commercial and technical management services for our Fleet and certain corporate governance and administrative and support services, pursuant to a Master Agreement which includes a standard set of terms for technical and commercial management services applicable to all our vessels, which we refer to as our Management Agreements. Our Manager is wholly owned by Mr. Georgios Prokopiou, our Chairman of the Board, and has been providing these services for the vessels in our Fleet for over 14 years. Through our Manager, we have had a long-lasting presence in the LNG shipping industry, and during that time we believe our Manager has established a track record for efficient, safe and reliable operation of LNG carriers.

We currently pay our Manager a technical management fee of \$3,005 per day for each vessel, prorated for the calendar days we own each vessel, for providing the relevant vessel owning subsidiaries with services, including engaging and providing qualified crews, maintaining the vessel, arranging supply of stores and equipment, arranging and supervising periodic dry-docking, cleaning and painting and ensuring compliance with applicable regulations, including licensing and certification requirements.

In addition, we pay our Manager a commercial management fee equal to 1.25% of the gross charter hire, ballast bonus which is the amount paid to the vessel owner as compensation for all or a part of the cost of positioning the vessel to the port where the vessel will be delivered to the charterer, or other income earned during the course of the employment of our vessels, during the term of the Management Agreements, for providing the relevant vessel-owning subsidiary with services, including chartering, managing freight payment, monitoring voyage performance, and carrying out other necessary communications with the shippers, charterers and others. In addition to such fees, we pay for any capital expenditures, financial costs, operating expenses and any general and administrative expenses, including payments to third-parties, in accordance with the Management Agreements.

We incurred an aggregate expense of approximately \$8.2 million and \$7.8 million to our Manager in connection with the management of our Fleet under the Management Agreements for the years ended December 31, 2023 and 2022, respectively.

The term of the original management agreements with our Manager expired on December 31, 2020, and in March 2021, we entered into the Master Agreement with the Manager, which includes new Standard Management Terms for our six vessels effective as from January 1, 2021. This agreement amended, restated and superseded the previous technical and commercial management agreements commencing on January 1, 2021. The technical management fee of \$2,750 per day for each vessel was fixed until December 31, 2021 and thereafter, increases annually by 3%, subject to further annual increases to reflect material unforeseen costs of providing the management services, by an amount to be agreed between us and our Manager, which amount will be reviewed and approved by our Conflicts Committee. Under the terms of the Management Agreements, we may terminate the Management Agreements upon written notice if our Manager fails to fulfill its obligations to us under the Management Agreements. The Management Agreements terminate automatically following a change of control in us. If the Management Agreements are terminated as a result of a change of control in us, then we will have to pay our Manager a termination penalty. For this purpose, a change of control means (i) the acquisition of fifty percent or more by any individual, entity or group of the beneficial ownership or voting power of the outstanding shares of us or our vessel owning subsidiaries, (ii) the consummation of a reorganization, merger or consolidation of us and/or our vessel owning subsidiaries or the sale or other disposition of all or substantially all of our assets or those of our vessel owning subsidiaries and (iii) the approval of a complete liquidation or dissolution of us and/or our vessel owning subsidiaries. Additionally, the Management Agreements may be terminated by our Manager with immediate effect if, among other things, (i) we fail to meet our obligations and/or make due payments within ten business days from receipt of invoices, (ii) upon a sale or total loss of a vessel (with respect to that vessel), or (iii) if we file for bankruptcy.

Pursuant to the terms of the Management Agreements, liability of our Manager to us is limited to instances of negligence, gross negligence or willful default on the part of our Manager. Further, we are required to indemnify our Manager for liabilities incurred by our Manager in performance of the Management Agreements, except in instances of negligence, gross negligence or willful default on the part of our Manager.

Additional LNG carriers that we acquire in the future may be managed by our Manager or other unaffiliated management companies.

Administrative Services Agreement

Under the terms and conditions of our Administrative Services Agreement, we pay our Manager a monthly fee of \$10,000, plus all costs and expenses, in exchange for the provision of certain financial, accounting, reporting, secretarial and information technology services. The agreement is considered to be in effect until terminated (a) by the Board of Directors upon 120 days' written notice for any reason in its sole discretion, or (b) by Dynagas upon 120 days' written notice if: (i) there is a change of control of the Partnership or General Partner; (ii) a receiver is appointed for all or substantially all of the property of the Partnership; (iii) an order is made to wind up the Partnership; (iv) a final judgment, order or decree that materially and adversely affects the ability of the Partnership to perform under this Agreement shall have been obtained or entered against the Partnership, and such judgment, order or decree shall not have been vacated, discharged or stayed; or (v) the Partnership makes a general assignment for the benefit of its creditors, files a petition in bankruptcy or for liquidation, is adjudged insolvent or bankrupt, commences any proceeding for a reorganization or arrangement of debts, dissolution or liquidation under any law or statute or of any jurisdiction applicable thereto or if any such proceeding shall be commenced.

During the year ended December 31, 2023, we incurred expenses of approximately \$0.1 million relating to the administrative services under the Administrative Services Agreement.

Executive Services Agreement

On March 21, 2014, we entered into an executive services agreement with our Manager with retroactive effect from the IPO closing date, pursuant to which our Manager provides to us the services of our executive officers, who report directly to our Board of Directors. Under the agreement, our Manager is entitled to an executive services fee of €538,000 per annum, for the initial five-year term, payable in equal monthly installments and automatically renews for successive five-year terms unless terminated earlier. Subsequent to the initial term, the Executive Services Agreement automatically renewed in November 2018 and November 2023.

\$30 Million Revolving Credit Facility

In connection with the closing of the IPO, our Sponsor provided us with a \$30.0 million revolving credit to be used for general partnership purposes, including working capital which was interest free and had a term of five years. On November 14, 2018, we extended our \$30 Million Revolving Credit Facility with our Sponsor for an additional five-year term, until November 14, 2023, on terms and conditions substantially similar to the existing credit facility. The \$30.0 Million Revolving Credit Facility expired and was not renewed.

CONFLICTS OF INTEREST AND FIDUCIARY DUTIES

Conflicts of interest exist and may arise in the future as a result of the relationships between our General Partner and its affiliates, including Dynagas Holding Ltd., on the one hand, and us and our unaffiliated limited partners, on the other hand. Our General Partner has a fiduciary duty to make any decisions relating to our management in a manner beneficial to us and our unitholders. Similarly, our Board of Directors has fiduciary duties to manage us in a manner beneficial to us, our General Partner and our limited partners. Certain of our officers and directors will also be officers of our Sponsor or its affiliates and will have fiduciary duties to our Sponsor or its affiliates that may cause them to pursue business strategies that disproportionately benefit our Sponsor or its affiliates or which otherwise are not in the best interests of us or our unitholders. As a result of these relationships, conflicts of interest may arise between us and our unaffiliated limited partners on the one hand, and our Sponsor and its affiliates, including our General Partner, on the other hand. The resolution of these conflicts may not be in the best interest of us or our unitholders. We, our officers and directors and our General Partner will not owe any fiduciary duties to holders of the Series A Preferred Units and Series B Preferred Units other than a contractual duty of good faith and fair dealing pursuant to the Partnership Agreement. Our partnership affairs are governed by our Partnership Agreement and the Partnership Act. The provisions of the Partnership Act resemble provisions of the limited partnership laws of a number of states in the United States, most notably Delaware. We are not aware of any material difference in unitholder rights between the Partnership Act and the Delaware Revised Uniform Limited Partnership Act. The Partnership Act also provides that it is to be applied and construed to make it uniform with the Delaware Revised Uniform Limited Partnership Act and, so long as it does not conflict with the Partnership Act or decisions of the Marshall Islands courts, interpreted according to the non-statutory law or “case law” of the courts of the State of Delaware. There have been, however, few, if any, court cases in the Marshall Islands interpreting the Partnership 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 courts in Delaware. For example, the rights of our unitholders and fiduciary responsibilities of our General Partner and its affiliates under Marshall Islands law are not as clearly established as under judicial precedent in existence in Delaware. Due to the less-developed nature of Marshall Islands law, our public unitholders may have more difficulty in protecting their interests or seeking remedies in the face of actions by our General Partner, its affiliates or our controlling unitholders than would unitholders of a limited partnership organized in the United States.

Our Partnership Agreement contains provisions that modify and limit the fiduciary duties of our General Partner and our directors to the unitholders under Marshall Islands law. Our Partnership Agreement also restricts the remedies available to unitholders for actions taken by our General Partner or our directors that, without those limitations, might constitute breaches of fiduciary duty.

Neither our General Partner nor our Board of Directors will be in breach of their obligations under the Partnership Agreement or their duties to us or the unitholders if the resolution of the conflict is:

- approved by our Conflicts Committee, although neither our General Partner nor our Board of Directors are obligated to seek such approval;
- approved by the vote of a majority of the outstanding common units, excluding any common units owned by our General Partner or any of its affiliates, although neither our General Partner nor our Board of Directors is obligated to seek such approval;
- on terms no less favorable to us than those generally being provided to or available from unrelated third-parties, but neither our General Partner nor our Board of Directors is required to obtain confirmation to such effect from an independent third-party; or
- fair and reasonable to us, taking into account the totality of the relationships between the parties involved, including other transactions that may be particularly favorable or advantageous to us.

Our General Partner or our Board of Directors may, but are not required to, seek the approval of such resolution from the Conflicts Committee or from the common unitholders. If neither our General Partner nor our Board of Directors seeks approval from the Conflicts Committee, and our Board of Directors determines that the resolution or course of action taken with respect to the conflict of interest satisfies either of the standards set forth in the third and fourth bullet points above, then it will be presumed that, in making its decision, our Board of Directors, including the board members affected by the conflict, 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 reasonably believe that he is acting in the best interests of the partnership, unless the context otherwise requires. See “Item 6. Directors, Senior Management and Employees—C. Board Practices.” for information about the composition and formation of the Conflicts Committee.

Conflicts of interest could arise in the situations described under the heading “Item 3. Key Information—D. Risk Factors —Risks Relating to Conflicts of Interest,” among others.

Fiduciary Duties

Our General Partner and its affiliates are accountable to us and our unitholders as fiduciaries. Fiduciary duties owed to unitholders by our General Partner and its affiliates are prescribed by law and the Partnership Agreement. The Partnership Act provides that Marshall Islands partnerships may, in their partnership agreements, restrict or expand the fiduciary duties owed by our General Partner and its affiliates to the limited partners and the Partnership. Our directors are subject to the same fiduciary duties as our General Partner, as restricted or expanded by the Partnership Agreement.

Our Partnership Agreement contains various provisions restricting the fiduciary duties that might otherwise be owed by our General Partner or by our directors. We have adopted these provisions to allow our General Partner and our directors to take into account the interests of other parties in addition to our interests when resolving conflicts of interest. We believe this is appropriate and necessary because our officers and directors have fiduciary duties to our Sponsor, as well as to our unitholders. These modifications disadvantage the common unitholders because they restrict the rights and remedies that would otherwise be available to unitholders for actions that, without those limitations, might constitute breaches of fiduciary duty, as described below. The following is a summary of:

- the fiduciary duties imposed on our General Partner and our directors by the Partnership Act;
- material modifications of these duties contained in our Partnership Agreement; and
- certain rights and remedies of unitholders contained in the Partnership Act.

Marshall Islands law fiduciary duty standards

Fiduciary duties are generally considered to include an obligation to act in good faith and with due care and loyalty. The duty of care, in the absence of a provision in a Partnership Agreement providing otherwise, would generally require a General Partner and the directors of a Marshall Islands limited partnership to act for the partnership in the same manner as a prudent person would act on his own behalf. The duty of loyalty, in the absence of a provision in a Partnership Agreement providing otherwise, would generally prohibit a General Partner or the directors of a Marshall Islands limited partnership from taking any action or engaging in any transaction where a conflict of interest is present.

Partnership Agreement modified standards

Our Partnership Agreement contains provisions that waive or consent to conduct by our General Partner and its affiliates and our directors that might otherwise raise issues as to compliance with fiduciary duties under the laws of the Marshall Islands. For example, our Partnership Agreement provides that when our General Partner is acting in its capacity as our General Partner, as opposed to in its individual capacity, it must act in “good faith” and will not be subject to any other standard under the laws of the Marshall Islands. In addition, when our General Partner is acting in its individual capacity, as opposed to in its capacity as our General Partner, it may act without any fiduciary obligation to us or the unitholders whatsoever, unless another express standard is provided for in the Partnership Agreement. These standards reduce the obligations to which our General Partner and our Board of Directors would otherwise be held. Our Partnership Agreement generally provides that affiliated transactions and resolutions of conflicts of interest not involving a vote of unitholders and that are not approved by our Conflicts Committee must be on terms no less favorable to us than those generally being provided to or available from unrelated third-parties.

In addition to the other more specific provisions limiting the obligations of our General Partner and our directors, our Partnership Agreement further provides that our General Partner and our officers and directors, will not be liable for monetary damages to us or our limited partners for errors of judgment or for any acts or omissions unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that our General Partner or our officers or directors engaged in actual fraud or willful misconduct.

Rights and remedies of unitholders

The provisions of the Partnership Act resemble the provisions of the limited partnership act of Delaware. For example, like Delaware, the Partnership Act favors the principles of freedom of contract and enforceability of Partnership Agreements and allows the Partnership Agreement to contain terms governing the rights of the unitholders. The rights of our unitholders, including voting and approval rights and our ability to issue additional units, are governed by the terms of our Partnership Agreement.

As to remedies of unitholders, the Partnership Act permits a limited partner to institute legal action on behalf of the partnership to recover damages from a third-party where a General Partner or a Board of Directors has refused to institute the action or where an effort to cause a General Partner or a Board of Directors to do so is not likely to succeed. These actions include actions against a General Partner for breach of its fiduciary duties or of the Partnership Agreement.

In becoming one of our limited partners, a common unitholder effectively agrees to be bound by the provisions in the Partnership Agreement, including the provisions discussed above. The failure of a limited partner or transferee to sign a Partnership Agreement does not render the Partnership Agreement unenforceable against that person.

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Under the Partnership Agreement, we must indemnify our General Partner and our directors and officers to the fullest extent permitted by law, against liabilities, costs and expenses incurred by our General Partner or these other persons. We must provide this indemnification unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that these persons acted in bad faith, engaged in actual fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that applicable conduct was unlawful. We also must provide this indemnification for criminal proceedings when our General Partner or these other persons acted with no reasonable cause to believe that their conduct was unlawful. Thus, our General Partner and our directors and officers could be indemnified for their negligent acts if they met the requirements set forth above. Any indemnification under these provisions will only be out of our assets. Unless it otherwise agrees, our General Partner will not be personally liable for, or have any obligation to contribute or lend funds or assets to us to enable us to effectuate, indemnification. We may purchase insurance against liabilities asserted against and expenses incurred by persons for our activities, regardless of whether we would have the power to indemnify the person against liabilities under the Partnership Agreement. To the extent that these provisions purport to include indemnification for liabilities arising under the Securities Act, in the opinion of the SEC, such indemnification is contrary to public policy and therefore unenforceable.

C. INTERESTS OF EXPERTS AND COUNSEL

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. CONSOLIDATED STATEMENTS AND OTHER FINANCIAL INFORMATION

Please see “Item 18. Financial Statements” below for additional information required to be disclosed under this item.

Legal Proceedings

From time to time, we may 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.

Our 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 rather than retaining it because, in general, we plan to finance any expansion capital expenditures from external financing sources. Our cash distribution policy is consistent with the terms of our Partnership Agreement, which requires that we distribute all of our available cash quarterly. Available cash is generally defined to mean, for each quarter cash generated from our business less the amount of cash reserves established by our Board of Directors at the date of determination of available cash for the quarter to provide for the proper conduct of our business (including reserves for our future capital expenditures and anticipated future credit needs subsequent to that quarter), comply with applicable law, any of our debt instruments or other agreements; and provide funds for distributions to our unitholders and to our General Partner for any one or more of the next four quarters, plus, if our Board of Directors so determines, all or any portion of the cash on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made subsequent to the end of such quarter.

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 cash distribution policy is subject to certain restrictions and may be changed or eliminated at any time. Set forth below are certain factors that influence our cash distribution policy:

- Under the terms of the \$675 Million Credit Facility, the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding under the \$675 Million Credit Facility.

- 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 are and will be subject to restrictions on distributions under our existing financing arrangements as well as under any new financing arrangements or other transactions that we may enter into in the future. Our new and existing financing arrangements may contain financial and other covenants that must be satisfied prior to paying distributions in order to declare and pay such distributions or that may restrict or prohibit the payment of distributions. If we are unable to satisfy the requirements contained in any of our financing arrangements or are otherwise in default under any of those agreements, there could be a material adverse effect on our financial condition and our ability to make cash distributions to our unitholders notwithstanding our 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 respective 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, with the approval of a majority of the outstanding common 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 57 of the Marshall Islands Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets.
- 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 or 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. See “Item 3. Key Information—D. Risk Factors” for a discussion of these factors.
- Our ability to make distributions to our unitholders depends on the performance of our subsidiaries and their ability to distribute cash to us. The ability of our subsidiaries to make distributions to us may be restricted by, among other things, the provisions of existing and future indebtedness, applicable limited partnership and limited liability company laws in the Marshall Islands and other laws and regulations.

Distributions on our Units

Series A Preferred Unit Distributions

Series A Preferred Unitholders are entitled under our Partnership Agreement to receive cumulative cash distributions when, as and if declared by our Board of Directors, out of legally available funds for such purpose. Distributions on Series A Preferred Units are cumulative and accrue at the distribution rate of 9.0%.

Series B Preferred Unit Distributions

Until November 22, 2023, Series B Preferred Unitholders were entitled under our Partnership Agreement to receive cumulative cash distributions payable on the Series B Preferred Units at a fixed rate equal to 8.75% per annum. Effective as of November 22, 2023, in accordance with the terms of the Series B Preferred Units, the distribution rate for the Series B Preferred Units changed from fixed to floating, and is equal to the Term Secured Overnight Financing Rate for the applicable three-month tenor published by the Chicago Mercantile Exchange plus the credit spread adjustment of 0.26161% (“Credit Adjusted Three-Month CME Term SOFR”) plus a spread of 5.593% (the “Margin”) per annum per \$25.00 stated liquidation preference per unit. The applicable distribution rate for each distribution period is determined every three months by the calculation agent for the Series B Preferred Units. The calculation agent selected Credit Adjusted Three-Month CME Term SOFR as the comparable substitute base rate for the Three-Month LIBOR Rate, which otherwise would have been the applicable base rate. LIBOR rates were discontinued as of June 30, 2023.

Minimum Quarterly Distribution

Common unitholders are entitled under our Partnership Agreement to receive a minimum quarterly distribution of \$0.365 per unit, after distributions are made on the Series A Preferred Units and the Series B Preferred Units but, to the extent we have sufficient cash on hand to pay the distribution, after establishment of cash reserves and payment of fees and expenses and if permitted under our existing and future debt agreements. Under the terms of the \$675 Million Credit Facility, the Partnership is restricted from paying distributions to its common unitholders while borrowings are outstanding. As such, since entry into the \$675 Million Credit Facility, we have discontinued minimum quarterly distributions to our common unitholders. There is no guarantee that we will pay the minimum quarterly distribution to common unitholders, the general partner or to holders of the incentive distribution rights in the future. Please read “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources” for a discussion of the restrictions contained in our debt agreements and lease arrangements that may restrict our ability to make distributions.

Subordination Period

General

Prior to the expiration of the subordination period, the common units had the right to receive distributions of available cash from operating surplus in an amount equal to the minimum quarterly distribution of \$0.365 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. On January 23, 2017, upon our payment to unitholders of the quarterly distribution in respect of the fourth quarter of 2016, the conditions set forth in the Partnership Agreement for the conversion of the subordinated units were satisfied and the subordination period expired. At the expiration of the subordination period, the 14,985,000 subordinated units owned by the Sponsor converted into common units on a one-for-one basis.

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. Our General Partner currently holds the incentive distribution rights. The incentive distribution rights may be transferred separately from our general partner interest, subject to restrictions in the Partnership Agreement. Subsequent to December 31, 2016, the General Partner or any other holder of incentive distribution rights may transfer any or all of its incentive distribution rights without unitholder approval. Any transfer by our general partner 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, our General Partner 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, our General Partner 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, our General Partner 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. The percentage interests shown for our General Partner include its 0.1% General Partner interest only and assume that our General Partner has contributed any capital necessary to maintain its 0.1% General Partner interest.

	Marginal Percentage Interest in Distributions			
	Total Quarterly Distribution Target Amount	Unitholders	General Partner	Holders of IDRs
Minimum Quarterly Distribution	\$ 0.365	99.9 %	0.1 %	0.0 %
First Target Distribution	up to \$0.420	99.9 %	0.1 %	0.0 %
Second Target Distribution	above \$0.420 up to \$0.456	85.0 %	0.1 %	14.9 %
Third Target Distribution	Above \$0.456 up to \$0.548	75.0 %	0.1 %	24.9 %
Thereafter	above \$0.548	50.0 %	0.1 %	49.9 %

B. SIGNIFICANT CHANGES

Not applicable.

ITEM 9. THE OFFER AND LISTING.

A. OFFER AND LISTING DETAILS

Our common units started trading on NASDAQ under the symbol “DLNG” on November 13, 2013. On December 30, 2014, we voluntarily transferred the listing of our common units to the NYSE. Our common units continue to trade under the ticker symbol “DLNG.”

Our Series A Preferred Units has been trading on the NYSE under the symbol “DLNG PR A” since July 14, 2015.

Our Series B Preferred Units has been trading on the NYSE under the symbol “DLNG PR B” since October 30, 2018.

B. PLAN OF DISTRIBUTION

Not applicable.

C. MARKETS

Please see “Item 9. The Offer and Listing—A. Offer and Listing Details.”

D. SELLING SHAREHOLDERS

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 10.B. is incorporated by reference to our Registration Statement on Form 8-A filed with the SEC on November 8, 2013 and our Registration Statement on Form 8-A filed with the SEC on July 23, 2015. As of the date of this annual report, we have a total of 36,802,247 common units issued and outstanding and no subordinated units issued or outstanding.

C. MATERIAL CONTRACTS

Attached as exhibits to this annual report are the contracts we consider to be both material and not entered into in the ordinary course of business. Descriptions are included within “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Our Borrowing Activities” with respect to our credit facility, and “Item 7. Major Unitholders and Related Party Transactions—B. Related Party Transactions” with respect to our related party transactions. Other than these contracts, we have no other material contracts, other than contracts entered into in the ordinary course of business, to which we are a party.

D. EXCHANGE CONTROLS

We are not aware of any governmental laws, decrees or regulations, including foreign exchange controls, in the Republic of The Marshall Islands that restrict the export or import of capital, or that affect the remittance of dividends or distributions, interest or other payments to non-resident holders of our securities.

We are not aware of any limitations on the right of non-resident or foreign owners to hold or vote our securities imposed by the laws of the Republic of The Marshall Islands or our Partnership Agreement.

E. TAXATION

UNITED STATES TAX CONSIDERATIONS

The following discussion is a summary of the material United States federal income tax considerations relevant to us and to a U.S. Holder and Non-U.S. Holder (each defined below) of our common units, Series A Preferred Units and Series B Preferred Units. This discussion does not purport to deal with the tax consequences of owning units to all categories of investors, some of which (such as dealers in securities or currencies, investors whose functional currency is not the United States dollar, financial institutions, regulated investment companies, real estate investment trusts, tax-exempt organizations, insurance companies, persons holding our units as part of a hedging, integrated, conversion or constructive sale transaction or a straddle, persons liable for alternative minimum tax, persons required to recognize income for U.S. federal income tax purposes no later than when such item of income is included on an “applicable financial statement,” persons subject to the “base erosion and anti-avoidance” tax, and persons who are investors in pass-through entities) may be subject to special rules. This discussion only applies to unitholders who (i) own our units as a capital asset and (ii) own less than 10% of our common units and less than 10% of the value of all our units. Unitholders are encouraged to consult their own tax advisors with respect to the specific tax consequences to them of purchasing, holding or disposing of units.

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, possibly with retroactive effect. Changes in these authorities may cause the tax consequences of unit ownership to vary substantially from the consequences described below. Unless the context otherwise requires, references in this section to “we,” “our” or “us” are references to Dynagas LNG Partners LP and its subsidiaries on a consolidated basis.

Election to be Treated as a Corporation

We have elected to be treated as a corporation for United States federal income tax purposes. As a result, we will be subject to United States federal income tax to the extent we earn income from United States 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 an applicable tax treaty or Section 883 of the Code. In addition, among other things, U.S. Holders (as defined below) generally will not directly be subject to United States federal income tax on our income, but rather will be subject to United States federal income tax on distributions received from us and on dispositions of units as described below.

United States Federal Income Taxation of Our Partnership

Taxation of Operating Income: In General

Unless exempt from United States federal income taxation under the rules discussed below, a foreign corporation (including an entity that has elected to be classified as a corporation for United States federal income tax purposes, such as us) is subject to United States federal income taxation in respect of any income that is derived from the use of vessels, from the hiring or leasing of vessels for use on a time, voyage or bareboat charter basis, from the participation in a pool, partnership, strategic alliance, joint venture, code sharing arrangements or other joint venture it directly or indirectly owns or participates in that generates such income, or from the performance of services directly related to those uses, which we refer to as “shipping income,” to the extent that the shipping income is derived from sources within the United States. For these purposes, 50% of shipping income that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States constitutes income from sources within the United States, which we refer to as “U.S.-source shipping income.”

Shipping income attributable to transportation that both begins and ends in the United States is considered to be 100% from sources within the United States. We are not permitted by law to engage in transportation that produces income which is considered to be 100% from sources within the United States.

Shipping income attributable to transportation exclusively between non-United States ports will be considered to be 100% derived from sources outside the United States. Shipping income derived from sources outside the United States generally will not be subject to any United States federal income tax.

In the absence of exemption from tax under Section 883, our gross U.S.-source shipping income would be subject to a 4% tax imposed without allowance for deductions as described below (or in certain cases, would be subject to net income tax at ordinary corporate rates, plus a possible 30% “branch profits tax,” on certain “effectively connected income,” as discussed below).

Exemption of Operating Income from United States Federal Income Taxation

Under Section 883 of the Code, we will be exempt from United States federal income taxation on our U.S.-source shipping income if:

- we are organized in a foreign country (our “country of organization”) that grants an “equivalent exemption” to corporations organized in the United States; and either
- more than 50% of the value of our units is owned, directly or indirectly, by individuals who are “residents” of our country of organization or of another foreign country that grants an “equivalent exemption” to corporations organized in the United States, which we refer to as the “50% Ownership Test,” or
- our units are “primarily and regularly traded on an established securities market” in our country of organization, in another country that grants an “equivalent exemption” to United States corporations, or in the United States, which we refer to as the “Publicly-Traded Test.”

The Marshall Islands, the jurisdiction where we are incorporated, grants an “equivalent exemption” to United States corporations. Therefore, we will be exempt from United States federal income taxation with respect to our U.S.-source shipping income if we satisfy either the 50% Ownership Test or the Publicly-Traded Test. It may be difficult for us to satisfy the 50% Ownership Test due to the widely-held ownership of our stock. Our ability to satisfy the Publicly-Traded Test is discussed below.

The regulations provide, in pertinent part, that stock of a foreign corporation will be considered to be “primarily traded” on an established securities market if the number of shares of each class of stock that are traded during any taxable year on all established securities markets in that country exceeds the number of shares in each such class that are traded during that year on established securities markets in any other single country. For the taxable year ended December 31, 2023, our common units, Series A Preferred Units and Series B Preferred Units were “primarily traded” on the NYSE.

Under the regulations, our units will be considered to be “regularly traded” on an established securities market if one or more classes of our units representing more than 50% or more of our outstanding units, by total combined voting power of all classes of units entitled to vote and total value, is listed on the market which we refer to as the listing threshold. Since our common units, Series A Preferred Units and Series B Preferred Units, which represent 100% of our outstanding equity interests (other than the 0.1% General Partner interest, with respect to which the General Partner has delegated authority to the Board of Directors, the majority of whose members are elected by the common unitholders under the Partnership Agreement, and which interest represents less than 50% of the value of our outstanding equity interests), were listed on the NYSE during 2023, we currently satisfy the listing requirement.

It is further required that with respect to each class of stock relied upon to meet the listing threshold (i) such class of the stock is traded on the market, other than in minimal quantities, on at least 60 days during the taxable year or 1/6 of the days in a short taxable year; and (ii) the aggregate number of shares of such class of stock traded on such market is at least 10% of the average number of shares of such class of stock outstanding during such year or as appropriately adjusted in the case of a short taxable year. We believe we satisfied the trading frequency and trading volume tests for the taxable year ended December 31, 2023. Even if this were not the case, the regulations provide that the trading frequency and trading volume tests will be deemed satisfied by a class of stock if, as we expect to be the case with our common units, Series A Preferred Units and Series B Preferred Units, such class of stock is traded on an established market in the United States and such class of stock is regularly quoted by dealers making a market in such stock (such as the NYSE).

Notwithstanding the foregoing, the regulations provide, in pertinent part, our common units, Series A Preferred Units or Series B Preferred Units, as applicable, will not be considered to be “regularly traded” on an established securities market for any taxable year in which 50% or more of such outstanding units are owned, actually or constructively under specified attribution rules, on more than half the days during the taxable year by persons who each own 5% or more of the voting power and value of such units, which we refer to as the “5% Override Rule.”

For purposes of being able to determine the persons who own 5% or more of our common units, or “5% Unitholders,” the regulations permit us to rely on Schedule 13G and Schedule 13D filings with the SEC to identify persons who have a 5% or more beneficial interest in our common units. The regulations further provide that an investment company which is registered under the Investment Company Act of 1940, as amended, will not be treated as a 5% Unitholder for such purposes. Notwithstanding the foregoing, the 5% Override Rule will not apply if we can establish that among the closely-held group of 5% Unitholders, there are sufficient 5% Unitholders that are qualified shareholders for purposes of Section 883 to preclude non-qualified 5% Unitholders in the closely-held group from owning 50% or more of the relevant units for more than half the number of days during the taxable year. In order to establish this, sufficient 5% Unitholders that are qualified shareholders would have to comply with certain documentation and certification requirements designed to substantiate their identity as qualified shareholders.

For more than half the days of our taxable year ended December 31, 2023, more than 50% of our common units were owned by 5% Unitholders; however, a substantial 5% Unitholder was a qualified shareholder during the 2023 taxable year. Therefore, less than 50% of our common units were owned by non-qualified 5% Unitholders during the 2023 taxable year. Therefore, we believe that we were not subject to the 5% Override Rule for 2023. However, there is no assurance that we will continue to qualify for exemption under Section 883. For example, we could be subject to the 5% Override Rule if our 5% Unitholders were to own 50% or more of the common units. It is noted that holders of our common units are limited to owning 4.9% of the voting power of such common units. Assuming that such limitation is treated as effective for purposes of determining voting power under Section 883, our 5% Unitholders could not own 50% or more of our common units. If contrary to these expectations, our 5% Unitholders were to own 50% or more of the common units, then we would be subject to the 5% Override Rule unless it could establish that, among the common units owned by the 5% Unitholders, sufficient common units were owned by qualified unitholders to preclude non-qualified unitholders from owning 50% or more of our common units for more than half the number of days during the taxable year. These requirements are onerous and there is no assurance that we will be able to satisfy them.

Based on the foregoing, we believe that we satisfied the Publicly Traded Test for our taxable year ended December 31, 2023.

Taxation in Absence of Exemption

To the extent the benefits of Section 883 are unavailable, our U.S.-source shipping income, to the extent not considered to be “effectively connected” with the conduct of a United States trade or business, as described below, would be subject to a 4% tax imposed by Section 887 of the Code on a gross basis, without the benefit of deductions. Since under the sourcing rules described above, no more than 50% of our shipping income would be treated as being derived from United States sources, the maximum effective rate of United States federal income tax on our shipping income would never exceed 2% under the 4% gross basis tax regime.

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To the extent the benefits of the Section 883 exemption are unavailable and our U.S.-source shipping income is considered to be “effectively connected” with the conduct of a United States trade or business, as described below, any such “effectively connected” U.S.-source shipping income, net of applicable deductions, would be subject to the United States federal corporate income tax currently imposed at a rate of 21%. In addition, we may be subject to the 30% branch profits tax on earnings effectively connected with the conduct of such trade or business, as determined after allowance for certain adjustments, and on certain interest paid or deemed paid attributable to the conduct of its United States trade or business.

Our U.S.-source shipping income would be considered “effectively connected” with the conduct of a U.S. trade or business only if:

- we have, or are considered to have, a fixed place of business in the United States involved in the earning of shipping income; and
- substantially all of our U.S.-source shipping income is attributable to regularly scheduled transportation, such as the operation of a vessel that follows a published schedule with repeated sailings at regular intervals between the same points for voyages that begin or end in the United States.

We do not intend to have, or permit circumstances that would result in having any vessel operating to the United States on a regularly scheduled basis. Based on the foregoing and on the expected mode of our shipping operations and other activities, we believe that none of our U.S.-source shipping income will be “effectively connected” with the conduct of a United States trade or business.

United States Taxation of Gain on Sale of Vessels

Regardless of whether we qualify for exemption under Section 883, we will not be subject to United States federal income taxation with respect to gain realized on a sale of a vessel, provided the sale is considered to occur outside of the United States under United States federal income tax principles. In general, a sale of a 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 of the United States. It is expected that any sale of a vessel by us will be considered to occur outside of the United States.

U.S. Federal Income Taxation of U.S. Holders

In the opinion of Watson Farley & Williams LLP, our U.S. counsel, the following are the material U.S. federal income tax consequences to U.S. Holders, as defined below, of the ownership and disposition of our common units, Series A Preferred A and Series B Preferred Units.

As used herein, the term “U.S. Holder” means a beneficial owner of our units that owns (actually or constructively) less than 10% of our equity (by vote or value) and that is:

- an individual citizen or resident of the United States (as determined for United States federal income tax purposes),
- a corporation (or other entity that is classified as a corporation for United States 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 United States federal income taxation regardless of its source, or
- a trust if (i) a court within the United States is able to exercise primary jurisdiction over the administration of the trust and one or more United States 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 United States person for United States federal income tax purposes.

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 units generally will constitute distributions, 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 United States 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 units and thereafter as capital gain. U.S. Holders that are corporations generally will not be entitled to claim a distributions received deduction with respect to distributions they receive from us because we are not a United States corporation. Distributions received with respect to our units generally will be treated as “passive category income” for purposes of computing allowable foreign tax credits for United States federal income tax purposes.

Distributions received with respect to our units by a U.S. Holder that is an individual, trust or estate (or a U.S. Individual Holder) generally will be treated as “qualified dividend income” and are taxable to such U.S. Individual Holder at preferential long-term capital gains tax rates provided that: (i) our units are readily tradable on an established securities market in the United States (such as the NYSE on which our 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 units for more than 60 days during the 121-day period beginning 60 days before the date on which the units become ex-dividend (and has not entered into certain risk limiting transactions with respect to such 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 distributions paid on our units will be eligible for these preferential rates in the hands of a U.S. Individual Holder, and any distributions paid on our 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 units that are treated as “extraordinary dividends.” In general, an extraordinary dividend is a dividend with respect to a unit that is equal to or in excess of 10% (or 5% in the case of Series A Preferred Units and Series B Preferred Units) of a unitholder’s adjusted tax basis (or fair market value upon the unitholder’s election) in such unit. In addition, extraordinary dividends include dividends received within a one-year period that, in the aggregate, equal or exceed 20% of a unitholder’s adjusted tax basis (or fair market value). If we pay an “extraordinary dividend” on our 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 units will be treated as long-term capital loss to the extent of the amount of such dividend.

Sale, Exchange or Other Disposition of 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 “—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 United States 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 United States source income or loss, as applicable, for United States foreign tax credit purposes.

PFIC Status and Significant Tax Consequences

Adverse United States federal income tax rules apply to a U.S. Holder that owns an equity interest in a non-United States 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% 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 and rents derived other than in the active conduct of a rental business); or

- at least 50% of the average value of the assets held by us (including the assets of our vessel-owning subsidiaries) during such taxable year produce, or are held for the production of, passive income.

For purposes of determining whether we are a PFIC, we will be treated as earning and owning our proportionate share of the income and assets, respectively, of any of our subsidiary corporations or partnerships in which we own at least 25% of the value of the subsidiary's stock. Income earned, or deemed earned, by us in connection with the performance of services would not constitute passive income. By contrast, rental income would generally constitute "passive income" unless we were treated under specific rules as deriving our rental income in the active conduct of a trade or business.

Based on our current and projected methods of operation, we believe that we were not a PFIC in the year ended December 31, 2023 and do not expect to be a PFIC for any future taxable year. For this purpose, we intend to take the position that the income our subsidiaries earned from certain of our time-chartering activities should not constitute passive income for purposes of determining whether we are a PFIC. We believe there is substantial legal authority supporting our position consisting of case law and IRS pronouncements concerning the characterization of income derived from time charters and voyage charters as services income for other tax purposes. However, it should be noted that there is also authority concluding that income derived from time charters should be treated as rental income rather than services income for other tax purposes. Therefore, our position is not free from doubt, and 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.

As discussed more fully below, if we were to be treated as a PFIC for any taxable year, 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 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 units during any taxable year that we are a PFIC, such U.S. Holder must file IRS Form 8621.

Taxation of U.S. Holders Making a Timely QEF Election

If a U.S. Holder makes a timely QEF election (or an Electing Holder), then, for United States 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 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 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 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 United States 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 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 units at the end of the taxable year over the holder's adjusted tax basis in the 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 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 units would be adjusted to reflect any such income or loss recognized. Gain recognized on the sale, exchange or other disposition of our units would be treated as ordinary income, and any loss recognized on the sale, exchange or other disposition of the 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 corporations classified for United States federal income tax purposes as 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 (or a Non-Electing Holder) would be subject to special rules resulting in increased tax liability with respect to (1) any excess distribution (i.e., the aggregate portion of any distributions received by the Non-Electing Holder on our units in a taxable year in excess of 125% 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 units), and (2) 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 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 in effect for the applicable class of taxpayers for that year, and an interest charge for the deemed deferral benefit would be imposed with respect to the resulting tax attributable to each such other taxable year.

Tax on Net Investment Income

A U.S. Holder that is an individual, estate, or, in certain cases, a trust, will generally be subject to a 3.8% tax on the lesser of (1) the U.S. Holder’s net investment income (or undistributed net investment income in the case of an estate or trust) for the taxable year and (2) the excess of the U.S. Holder’s modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals is between \$125,000 and \$250,000). A U.S. Holder’s net investment income will generally include distributions made by us that constitute dividends and gain upon a sale, exchange or other disposition of units. This tax is in addition to any income taxes due on such investment income. Net investment income generally will not include a U.S. Holder’s pro rata share of our income and gain if we are a PFIC and that U.S. Holder makes a QEF election, as described below in “—Taxation of U.S. Holders Making a Timely QEF Election.” However, a U.S. Holder may elect to treat inclusions of income and gain from a QEF election as net investment income. Failure to make this election could result in a mismatch between a U.S. Holder’s ordinary income and net investment income.

United States Federal Income Taxation of Non-U.S. Holders

A beneficial owner of our units (other than a partnership or an entity or arrangement treated as a partnership for United States federal income tax purposes) that owns (actually or constructively) less than 10% of our equity (by vote or value) and 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 United States federal income tax purposes) holding our units, you should consult your own tax advisor regarding the tax consequences to you of the partnership’s ownership of our units.

Distributions

Distributions we pay to a Non-U.S. Holder will not be subject to United States federal income tax or withholding tax if the Non-U.S. Holder is not engaged in a United States trade or business. If the Non-U.S. Holder is engaged in a United States trade or business, our distributions will be subject to United States federal income tax to the extent they constitute income effectively connected with the Non-U.S. Holder’s United States trade or business. However, distributions paid to a Non-U.S. Holder that is engaged in a trade or business may be exempt from taxation under an income tax treaty if the income arising from the distribution is not attributable to a United States permanent establishment maintained by the Non-U.S. Holder.

Disposition of Units

In general, a Non-U.S. Holder is not subject to United States federal income tax or withholding tax on any gain resulting from the disposition of our units provided the Non-U.S. Holder is not engaged in a United States trade or business. A Non-U.S. Holder that is engaged in a United States trade or business will be subject to United States federal income tax in the event the gain from the disposition of units is effectively connected with the conduct of such United States 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 United States trade or business, individual Non-U.S. Holders may be subject to tax on gain resulting from the disposition of our 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 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 an appropriate IRS Form W-8.

Backup withholding is not an additional tax. Rather, a unitholder generally may obtain a credit for any amount withheld against its liability for United States federal income tax (and obtain a refund of any amounts withheld in excess of such liability) by timely filing a United States federal income tax return with the IRS.

Individuals who are U.S. Holders (and to the extent specified in applicable Treasury regulations, certain individuals who are Non-U.S. Holders and certain United States entities) who hold “specified foreign financial assets” (as defined in Section 6038D of the Code) are required to file IRS Form 8938 with information relating to the asset for each taxable year in which the aggregate value of all such assets exceeds \$75,000 at any time during the taxable year or \$50,000 on the last day of the taxable year (or such higher dollar amount as prescribed by applicable Treasury regulations). Specified foreign financial assets would include, among other assets, our units, unless the shares are held through an account maintained with a United States financial institution. Substantial penalties apply to any failure to timely file IRS Form 8938, unless the failure is shown to be due to reasonable cause and not due to willful neglect. Additionally, in the event an individual U.S. Holder (and to the extent specified in applicable Treasury regulations, an individual Non-U.S. Holder or a United States entity) that is required to file IRS Form 8938 does not file such form, the statute of limitations on the assessment and collection of United States federal income taxes of such holder for the related tax year may not close until three years after the date that the required information is filed. U.S. Holders (including U.S. entities) and Non-U.S. Holders are encouraged consult their own tax advisors regarding their reporting obligations under this legislation.

NON-UNITED STATES TAX CONSIDERATIONS

Marshall Islands Tax Consequences

In the opinion of our Marshall Islands tax counsel, Watson Farley & Williams LLP, the following are the material Marshall Islands tax consequences of the Partnership's activities to the Partnership and of the ownership of Partnership units to its shareholders who are not residents of or domiciled or carrying on any commercial activity in 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 units, and you will not be required by the Republic of the Marshall Islands to file a tax return relating to your ownership of units.

EACH PROSPECTIVE UNITHOLDER IS URGED TO CONSULT THEIR OWN TAX COUNSEL OR OTHER ADVISOR WITH REGARD TO THE LEGAL AND TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THEIR PARTICULAR CIRCUMSTANCES.

F. DIVIDENDS AND PAYING AGENTS

Not applicable.

G. STATEMENTS BY EXPERTS

Not applicable.

H. DOCUMENTS ON DISPLAY

Documents concerning us that are referred to herein may be inspected at our principal executive headquarters at Poseidonos Avenue and Foivis 2 Street 166 74 Glyfada, Athens, Greece. Those documents electronically filed via the SEC's Electronic Data Gathering, Analysis, and Retrieval (or EDGAR) system may also be obtained from the SEC's website at www.sec.gov, free of charge.

I. SUBSIDIARY INFORMATION

Not applicable.

J. ANNUAL REPORT TO SECURITY HOLDERS

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to various market risks, including foreign currency fluctuations, changes in interest rates and credit risk. Our policy is to hedge our exposure to these risks where possible, within boundaries deemed appropriate by management. We accomplish this by entering into appropriate derivative instruments and contracts to maintain the desired level of risk exposure.

Our activities expose us primarily to the financial risks of changes in foreign currency exchange rates and interest rates as described below.

Interest Rate Risk

The international shipping industry is capital intensive, requiring significant amounts of investment provided in the form of long-term debt. A significant portion of our debt contains floating interest rates that fluctuate with changes in the financial markets and in particular changes in SOFR.

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On May 7, 2020 we entered into a floating to fixed interest rate swap transaction with Citibank N.A. effective from June 29, 2020. It provides a fixed 3-month LIBOR rate of 0.41% based on notional values that reflect the amortization schedule of 100% of our debt outstanding under the \$675 Million Credit Facility, until the \$675 Million Credit Facility matures in September 2024. As a result of the discontinuation of LIBOR, on June 21, 2023 we amended the interest rate swap to replace the fixed 3-month LIBOR rate with the fixed 3-month SOFR rate.

For further information on the risks associated with our business, please see “Item 3. Key Information—D. Risk Factors” for a discussion on the risks associated with SOFR, among others.

Inflation and Cost Increases

Although inflation has had a moderate impact on operating expenses, interest costs, dry-docking expenses and overhead, we do not expect inflation to have a significant impact on direct costs in the current and foreseeable economic environment other than potentially in relation to insurance costs and crew costs. LNG transportation is a specialized area and the number of vessels has increased rapidly. Therefore, there has been an increased demand for qualified crews, which has, and may continue to, put inflationary pressure on crew costs.

Foreign Currency Exchange Risk

We generate all of our revenue in U.S. dollars, and the majority of our expenses are denominated in U.S. dollars. However, a portion of our vessel operating, voyage and the majority of our dry-docking related expenses, primarily vessel repairs and spares, consumable stores, port expenses and the majority of our administrative expenses, are denominated in currencies other than the U.S. dollar. For the year ended December 31, 2023, we incurred approximately 51% of our operating expenses (including class survey costs) and 40% of our general and administrative expenses in currencies other than the U.S. dollar compared to 32% of our operating expenses (including class survey costs) and 44% of our general and administrative expenses for the year ended December 31, 2022. For accounting purposes, expenses incurred in currencies other than the U.S. dollar are converted into U.S. dollars at the exchange rate prevailing on the date of each transaction. Because a significant portion of our expenses are incurred in currencies other than the U.S. dollar, our expenses may from time to time increase relative to our revenues as a result of fluctuations in exchange rates, which could affect the amount of net income that we report in future periods. As of December 31, 2023 and 2022, the net effect of a 1% adverse movement in U.S. dollar exchange rates would not have a material effect on our net income.

We do not currently hedge fluctuations in currency exchange rates, but our management monitors exchange rate fluctuations on a continuous basis. We may seek to hedge this currency fluctuation risk in the future.

Concentration of Credit Risk

The market for our services is the seaborne transportation of LNG, and the charterers consist primarily of major gas companies, oil and gas traders and gas producers. For the years ended December 31, 2023, 2022 and 2021, three, three, and four charterers, respectively, individually accounted for all of our revenues:

Charterer	2023	2022	2021
SEFE (formerly Gazprom)	41 %	43 %	45 %
Yamal	43 %	41 %	39 %
Equinor	16 %	16 %	16 %
Total	100 %	100 %	100 %

Ongoing credit evaluations of our charterers are performed and we generally do not require collateral in our business agreements. Typically, under our time charters, the customer pays for the month's charter on the first day of each month, which reduces our level of credit risk. Provisions for potential credit losses are maintained as necessary.

In addition, we have bank deposits that expose us to credit risk arising from possible default by the bank counterparties. There is a concentration of credit risk with respect to cash and cash equivalents and restricted cash to the extent that substantially all of such amounts are held with three banks. However, we believe this risk is remote, they are an established and reputable financial institutions with no prior history of default. For further information on the risks associated with our business, please see “Item 3. Key Information—D. Risk Factors” for a discussion on our credit risks, among others.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

Management assessed the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15(e) of the Exchange Act as of the end of the period covered by this annual report on Form 20-F, which we refer to as the evaluation date. Disclosure controls and procedures are defined under SEC rules as controls and other procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within required time periods. Disclosure controls and procedures include controls and procedures designed to ensure that information is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosures.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

Based upon that evaluation, the Principal Executive Officer and Principal Financial Officer concluded that the Partnership's disclosure controls and procedures are effective as of the evaluation date.

B. Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) promulgated under the Exchange Act.

Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, the Partnership's principal executive and principal financial officer and effected by the Partnership's board of directors, management and other personnel, 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 and includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Partnership;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of Partnership's management and directors; and
- 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.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted the evaluation of the effectiveness of the internal controls over financial reporting using the control criteria framework issued by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO, published in its report entitled Internal Control-Integrated Framework (2013).

Our management with the participation of our Principal Executive Officer and Principal Financial Officer assessed the effectiveness of the design and operation of the Partnership’s internal controls over financial reporting pursuant to Rule 13a-15 of the Exchange Act as of December 31, 2023. Based upon that evaluation, management, including the Principal Executive Officer and Principal Financial Officer, concluded that the Partnership’s internal controls over financial reporting are effective as of December 31, 2023.

C. 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 because as a non-accelerated filer, we are exempt from this requirement.

D. Changes in Internal Control Over Financial Reporting

There were no changes in our internal controls over financial reporting that occurred during the period covered by this annual report that have materially affected, or are reasonably likely to materially affect, the Partnership’s internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Board of Directors has determined that Alexios Rodopoulos 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 Dynagas LNG Partners LP Corporate Code of Business Ethics and Conduct that applies to all of our employees and our officers and directors. This document is available under the “Corporate Governance” tab in the “Company” section of our website (www.dynagaspartners.com). We intend to disclose, under the aforementioned tab of our website, any waivers to or amendments of the Dynagas LNG Partners LP Corporate Code of Business Ethics and Conduct for the benefit of any of our directors and executive officers. The information contained on our website does not form a part of and is not incorporated into this annual report.

Unitholders may also request a copy of our Corporate Code of Business Ethics and Conduct at no cost by writing or telephoning us at: Poseidonos Avenue and Foivis 2 Street 166 74 Glyfada, Athens, Greece, Tel: +302108917960.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Our principal accountant for the years ended December 31, 2023, 2022 and 2021 was Ernst & Young (Hellas) Certified Auditors Accountants S.A. (PCAOB ID: 1457).

Fees Incurred by the Partnership for Ernst& Young (Hellas) Certified Auditors Accountants S.A.’s Services

In 2023 and 2022, the fees rendered by the auditors were as follows:

	<u>2023</u>	<u>2022</u>
Audit Fees	€ 136,500	€ 136,500
Total	<u>€ 136,500</u>	<u>€ 136,500</u>

Audit Fees

Audit fees for 2023 and 2022 include fees related to (i) the non-integrated audit of the consolidated financial statements of the Partnership, (ii) the review of the quarterly financial information, and (iii) services in connection with the registration statements and related consents and comfort letters and any other audit services required for SEC or other regulatory filings by the Partnership or its subsidiaries.

Audit-Related Fees

None.

Tax Fees

During both 2023 and 2022, we received services for which fees amounted to nil and \$8,400 respectively, for the calculation of Earnings and Profits of the Partnership.

The audit committee has the authority to pre-approve permissible audit-related and non-audit services not prohibited by law 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 2023.

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 REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

Pursuant to an exception under the NYSE listing standards available to foreign private issuers, we are not required to comply with all of the corporate governance practices followed by U.S. companies under the NYSE listing standards, which are available at www.nyse.com. Pursuant to Section 303.A.11 of the NYSE Listed Company Manual, we are required to list the significant differences between our corporate governance practices and the NYSE standards applicable to listed U.S. companies. Set forth below is a list of those differences:

- *Executive Sessions.* The NYSE requires that non-management directors meet regularly in executive sessions without management. The NYSE also requires that all independent directors 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.

- *Audit Committee.* The NYSE requires, among other things, that a listed U.S. company have an audit committee with a minimum of three members, all of whom are independent. As permitted by Rule 10A-3 under the Exchange Act, our audit committee consists of two independent members of our Board, Alexios Rodopoulos and Evangelos Vlahoulis.
- *Corporate Governance Guidelines.* The NYSE requires that a listed U.S. Company 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 or our Partnership Agreement and we have not adopted such guidelines.
- *Unitholder Approval of the Issuance of Certain Securities, including Equity Compensation Plans.* The NYSE requires that unitholders be given the opportunity to vote on certain security issuances, including security issuances above certain thresholds and all equity-compensation plans and material revisions thereto, with limited exemptions for employment inducement awards, certain grants, plans and amendments in the context of mergers and acquisitions, and certain specific types of plans. As permitted under Marshall Islands law and our Partnership Agreement, we do not require unitholder approval on security issuances, including security issuances that are senior to our common units, and equity-compensation plans and any material revisions thereto.
- *Proxies.* As a foreign private issuer, we are not required to solicit proxies or provide proxy statements to the NYSE pursuant to the NYSE corporate governance rules or Marshall Islands law. Consistent with Marshall Islands law and as provided in our Partnership Agreement, we will notify our unitholders of meetings between 10 and 60 days before the meeting. This notification will contain, among other things, information regarding business to be transacted at the meeting. In addition, our Partnership Agreement provides that any unitholder or group of unitholders that beneficially own 15% or more of our outstanding common units are entitled to nominate directors for election at an annual meeting if written notice is given to the Board of Directors not more than 120 days and not less than 90 days prior to the date of the annual meeting.

Other than as noted above, we are in compliance with all NYSE corporate governance standards applicable to U.S. domestic issuers. We believe that our established corporate governance practices satisfy the NYSE's listing standards.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16L. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

ITEM 16J. INSIDER TRADING POLICIES

Our Board of Directors has adopted Policies and Procedures to Detect and Prevent Insider Trading (“Insider Trading Policy”) governing the purchase, sale, and other dispositions of our securities by directors, senior management, and employees that are reasonably designed to promote compliance with applicable insider trading laws, rules and regulations, and any listing standards applicable to us. A copy of our Insider Trading Policy has been filed as Exhibit 11.1 to this Annual Report.

ITEM 16K. CYBERSECURITY

Risk Assessment and Management

We believe that cybersecurity is fundamental in our operations and, as such, we are committed to maintaining robust governance and oversight of cybersecurity risks and to implementing comprehensive processes and procedures for identifying, assessing, and managing material risks from cybersecurity threats as part of our broader risk management system and processes. Our cybersecurity risk management strategy prioritizes detection, analysis, and response to known, anticipated or unexpected threats; effective management of security risks; and resiliency against incidents. With the ever-changing cybersecurity landscape and continual emergence of new cybersecurity threats, our Board of Directors, audit committee and senior management team ensure that significant resources are devoted to cybersecurity risk management and the technologies, processes and people that support it. We implement through our manager and other third parties, risk-based controls based on ISO 27001 framework, to protect our information, the information of our customers, suppliers, and other third parties, our information systems, our business operations, and our vessels. Additionally, our cybersecurity program provides mechanisms for employees to report any unusual or potentially malicious activity they observe.

Overall, our approach to cybersecurity risk management includes the following key elements:

- (i) Continuous monitoring of cybersecurity threats, both internal and external, using data analytics and network monitoring systems.
- (ii) Engagement of third-party consultants and other advisors to assist in assessing points of vulnerability of our information security systems.
- (iii) Training and Awareness – We provide employee mandatory training that is administered on a periodic basis that reinforces our information technology policies, standards, and practices, as well as the expectation that employees comply with these policies and identify and report potential cybersecurity risks.

Incident Response

As part of our cybersecurity risk management system and through our manager we have a dedicated cybersecurity incident response team consisting of internal employees and third-party consultants who are responsible for managing and coordinating our cybersecurity incident response efforts. This team also collaborates closely with other internal teams in identifying, protecting from, detecting, responding to, and recovering from cybersecurity incidents. Cybersecurity incidents that meet certain thresholds are escalated to the senior management and cross-functional teams on an as-needed basis for support and guidance. Additionally, this team tracks cybersecurity incidents to help identify and analyze them. We maintain a cybersecurity incident response plan to prepare for and respond to cybersecurity incidents. The incident response plan includes standard processes for reporting and escalating cybersecurity incidents to senior management who then consult with our Audit Committee and ultimately the Board of Directors if deemed necessary.

Cybersecurity Governance

Our Audit Committee along with our senior management have oversight responsibility for risks and incidents relating to cybersecurity threats, including compliance with disclosure requirements, cooperation with law enforcement, and related effects on financial and other risks, and it reports any findings and recommendations, as appropriate, to our Board of Directors for consideration. Senior management regularly discusses cyber risks and trends and, should they arise, any material incidents with our audit committee.

We continue to invest in our cybersecurity systems and to enhance our internal controls and processes. Our business strategy, results of operations and financial condition have not been materially affected by risks from cybersecurity threats, but we cannot provide assurance that they will not be materially affected in the future by such risks or any future material incidents. For more information about risks associated with cybersecurity, see “Item 3. Key Information—D. Risk Factors—Risks Relating to our Industry—A cyber-attack could materially disrupt our business.”

PART III

ITEM 17. FINANCIAL STATEMENTS

See “Item 18. Financial Statements.”

ITEM 18. FINANCIAL STATEMENTS

The following financial statements, together with the related report of Ernst & Young (Hellas) Certified Auditors Accountants S.A., Independent Registered Public Accounting Firm thereon, are filed as part of this annual report appearing on pages F-1 through F-35.

ITEM 19. EXHIBITS

The following exhibits are filed as part of this annual report:

Exhibit Number	Description
1.1	Certificate of Limited Partnership of Dynagas LNG Partners LP⁽¹⁾
1.2	Fourth Amended and Restated Agreement of Limited Partnership of Dynagas LNG Partners LP⁽³⁾
1.3	Certificate of Formation of Dynagas GP LLC⁽¹⁾
1.4	Limited Liability Company Agreement of Dynagas GP LLC⁽¹⁾
1.5	Certificate of Limited Partnership of Dynagas Operating LP⁽¹⁾
1.6	Limited Partnership Agreement of Dynagas Operating LP⁽¹⁾
1.7	Certificate of Formation of Dynagas Operating GP LLC⁽¹⁾
1.8	Limited Liability Company Agreement of Dynagas Operating GP LLC⁽¹⁾
2.1	Description of Securities⁽⁷⁾
4.1	Master Agreement⁽⁸⁾
4.2	First Amended and Restated Omnibus Agreement, dated April 12, 2016⁽⁵⁾
4.3	Executive Services Agreement⁽²⁾
4.4	Administrative Services Agreement⁽⁴⁾
4.5	\$675 Million Credit Facility, dated September 18, 2019⁽⁷⁾
4.6	Supplemental Agreement relating to the \$675 Million Credit Facility, dated October 11, 2022⁽⁹⁾
4.7	Second Supplemental Agreement relating to the \$675 Million Credit Facility, dated June 26, 2023
4.8	Amended and Restated ATM Sales Agreement, dated August 19, 2020⁽⁶⁾
8.1	Subsidiaries of Dynagas LNG Partners LP⁽¹⁰⁾
11.1	Policies and Procedures to Detect and Prevent Insider Trading
12.1	Rule 13a-14(a)/15d-14(a) Certification of Dynagas LNG Partners LP Principal Executive Officer
12.2	Rule 13a-14(a)/15d-14(a) Certification of Dynagas LNG Partners LP Principal Financial and Accounting Officer
13.1	Certification under Section 906 of the Sarbanes-Oxley Act of 2002 of the Principal Executive Officer
13.2	Certification under Section 906 of the Sarbanes-Oxley Act of 2002 of the Principal Financial and Accounting Officer
15.1	Consent of Independent Registered Public Accounting Firm
15.2	Consent of Drewry Shipping Consultants, Ltd.
15.3	Consent of Watson Farley & Williams LLP
97.1	Policy for the Recovery of Erroneously Awarded Incentive Compensation
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)*

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- (1) Incorporated by reference to the Partnership's Registration Statement on Form F-1, as amended, which was declared effective by the Securities and Exchange Commission on November 12, 2013 (Registration No. 333-191653).
- (2) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on March 25, 2014.
- (3) Incorporated by reference to the Partnership's Current Report on Form 6-K, which was filed with the Securities and Exchange Commission on October 23, 2018.
- (4) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on March 10, 2015.
- (5) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on April 18, 2016.
- (6) Incorporated by reference to Exhibit 1.1 of the Partnership's Current Report on Form 6-K, which was filed with the Securities and Exchange Commission on August 19, 2020.
- (7) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on April 16, 2020.
- (8) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on April 29, 2021.
- (9) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on April 21, 2023.
- (10) Incorporated by reference to the Partnership's Annual Report on Form 20-F, which was filed with the Securities and Exchange Commission on April 21, 2023.

SIGNATURES

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.

DYNAGAS LNG PARTNERS LP

By: /s/ Michael Gregos

Name: Michael Gregos

Title: Chief Financial Officer (Principal Financial Officer)

Date: April 26, 2024

DYNAGAS LNG PARTNERS LP
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

DYNAGAS LNG PARTNERS LP
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Report of Independent Registered Public Accounting Firm

To the Partners and the Board of Directors of Dynagas LNG Partners LP

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Dynagas LNG Partners LP (the “Partnership”) as of December 31, 2023 and 2022, the related consolidated statements of income, partners equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Partnership’s management. Our responsibility is to express an opinion on the Partnership’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Partnership is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting 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.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Impairment assessment of long-lived assets

Description of the matter

As of December 31, 2023, the carrying value of the Partnership's vessels was \$797,363 thousand. As discussed in Note 2 (k) to the consolidated financial statements, the Partnership evaluates its vessels for impairment whenever events or changes in circumstances indicate that the carrying value of a vessel might exceed its fair value in accordance with the guidance in ASC 360 – Property, Plant and Equipment (ASC 360). If indicators of impairment exist, management analyzes the future undiscounted net operating cash flows expected to be generated throughout the remaining useful life of each vessel and compares it to the carrying value. Where the vessel's carrying value exceeds the undiscounted net operating cash flows, management will recognize an impairment loss equal to the excess of the carrying value over the fair value of the vessel.

Auditing management's impairment assessment was complex given the judgement and estimation uncertainty involved in determining the assumption of future charter rates for non-contracted revenue days. These charter rates are particularly subjective as they involve the development and use of assumptions about the liquefied natural gas shipping market through the end of the useful lives of the vessels. This assumption is forward looking and subject to the inherent unpredictability of future global economic and market conditions.

How we addressed the matter in our audit

We evaluated management's impairment assessment of each vessel against the accounting guidance in ASC 360. To test management's undiscounted net operating cash flow forecasts, our procedures included, among others, comparing the future vessel charter rates for non-contracted revenue days against internal and external data sources such as available market data from third parties, charter rate data for the vessels, and recent economic and industry changes.

In addition, we performed sensitivity analyses to assess the impact of changes to future charter rates for non-contracted revenue days in the determination of the future undiscounted net operating cash flows. We tested the completeness and accuracy of the data used within the undiscounted net operating cash flow forecasts. We assessed the adequacy of the Partnership's disclosures in Note 2 (k) to the consolidated financial statements.

/s/ Ernst & Young (Hellas) Certified Auditors Accountants S.A.

We have served as the Partnership's auditor since 2011.

Athens, Greece
April 26, 2024

DYNAGAS LNG PARTNERS LP
Consolidated Balance Sheets as of December 31, 2023 and 2022
(Expressed in thousands of U.S. Dollars — except for unit data)

		December 31, 2023	December 31, 2022
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	2(e)	\$ 73,752	\$ 48,598
Trade accounts receivable		709	67
Prepayments and other assets		8,117	2,127
Inventories		751	885
Accrued charter revenue, current portion	2(o)	6,080	—
Deferred Charges, current portion		217	—
Derivative financial instrument, current portion	6,11	15,631	22,544
Total current assets		105,257	74,221
FIXED ASSETS, NET:			
Vessels, net	4	797,363	825,105
Total fixed assets, net		797,363	825,105
OTHER NON-CURRENT ASSETS:			
Restricted cash	2(f), 5	—	31,270
Due from related party	3, 6	1,350	1,350
Accrued charter revenue	2(o)	2,298	355
Deferred charges		856	1,289
Other receivables, non- current	5	1,789	1,789
Derivative financial instrument, non - current portion	6,11	—	12,333
Total assets		\$ 908,913	\$ 947,712
LIABILITIES AND PARTNERS' EQUITY			
CURRENT LIABILITIES:			
Current portion of long-term debt, net of unamortized deferred financing fees of 1,058 and \$1,748, respectively	5	\$ 419,584	\$ 46,252
Trade payables		13,815	8,035
Due to related party	3	1,555	1,472
Accrued liabilities		3,291	2,656
Deferred Revenue - Current		497	—
Unearned revenue	2(o)	20,019	11,855
Total current liabilities		458,761	70,270
NON-CURRENT LIABILITIES:			
Deferred revenue		1,912	2,730
Long-term debt, net of current portion and unamortized deferred financing fees of nil and \$1,131, respectively	5	—	450,781
Total non-current liabilities		1,912	453,511
Commitments and contingencies	7	—	—
PARTNERS' EQUITY:			
Common unitholders (unlimited authorized; 36,802,247 units issued and outstanding as at December 31, 2023 and December 31, 2022)	8	321,424	297,139
Series A Preferred unitholders (3,450,000 authorized; 3,000,000 Series A Preferred Units issued and outstanding as at December 31, 2023 and December 31, 2022)	8	73,216	73,216
Series B Preferred unitholders: (2,530,000 authorized; 2,200,000 Series B Preferred Units issued and outstanding as at December 31, 2023 and December 31, 2022)	8	53,498	53,498
General Partner (35,526 units issued and outstanding as at December 31, 2023 and December 31, 2022)	8	102	78
Total partners' equity		448,240	423,931
Total liabilities and partners' equity		\$ 908,913	\$ 947,712

The accompanying notes are an integral part of these consolidated financial statements.

DYNAGAS LNG PARTNERS LP
Consolidated Statements of Income
For the years ended December 31, 2023, 2022 and 2021
(Expressed in thousands of U.S. Dollars—except for unit and per unit data)

	2023	2022	2021
REVENUES:			
Voyage revenues	\$ 148,878	\$ 131,657	\$ 137,746
Revenues from contracts with customers	2(o) 11,602	—	—
EXPENSES:			
Voyage expenses	(1,478)	(1,328)	(939)
Voyage expenses-related party	3 (1,860)	(1,632)	(1,718)
Vessel operating expenses	(34,412)	(29,773)	(29,640)
Dry-docking and special survey costs	(17,650)	(12,791)	—
General and administrative expenses	(1,331)	(2,099)	(2,347)
General and administrative expenses- related party	3 (701)	(688)	(758)
Management fees-related party	3 (6,389)	(6,203)	(6,023)
Depreciation	4 (31,946)	(31,806)	(31,710)
Operating income	\$ 64,713	\$ 45,337	\$ 64,611
OTHER INCOME/(EXPENSES):			
Interest and finance costs	5,10 (39,210)	(27,911)	(21,420)
Interest income	2,593	829	—
Gain on derivative financial instrument	11 5,267	33,655	10,104
Gain/ (Loss) on Debt extinguishment	5 (154)	2,072	—
Other Income	13(d) 2,881	—	—
Other, net	(218)	28	(35)
Total other income/ (expenses), net	(28,841)	8,673	(11,351)
Partnership's Net Income	\$ 35,872	\$ 54,010	\$ 53,260
Common unitholders' interest in Net Income	\$ 24,285	\$ 42,405	\$ 41,656
Series A Preferred unitholders' interest in Net Income	\$ 6,750	\$ 6,750	\$ 6,750
Series B Preferred unitholders' interest in Net Income	\$ 4,813	\$ 4,813	\$ 4,813
General Partner's interest in Net Income	\$ 24	\$ 42	\$ 41
Earnings per unit, basic and diluted:			
Common unit (basic and diluted)	9 \$ 0.66	\$ 1.15	\$ 1.14
Weighted average number of units outstanding, basic and diluted:			
Common units	9 36,802,247	36,802,247	36,504,120

The accompanying notes are an integral part of these consolidated financial statements.

DYNAGAS LNG PARTNERS LP
Consolidated Statements of Partners' Equity
For the years ended December 31, 2023, 2022 and 2021
(Expressed in thousands of U.S. Dollars—except for unit data)

	Series A Preferred (units)	Series B Preferred (units)	Common (units)	General Partner (units)	Series A Preferred	Series B Preferred	Common	General Partner	Total
BALANCE, December 31, 2020	<u>3,000,000</u>	<u>2,200,000</u>	<u>35,612,580</u>	<u>35,526</u>	<u>\$ 73,216</u>	<u>\$ 53,498</u>	<u>\$ 209,784</u>	<u>\$ (5)</u>	<u>\$ 336,493</u>
—Net income	—	—	—	—	6,750	4,813	41,656	41	53,260
— Issuance of common stock, net of issuance costs (Note 8)	—	—	1,189,667	—	—	—	3,294	—	3,294
—Distributions declared and paid (preferred units) (Note 8)	—	—	—	—	(6,750)	(4,813)	—	—	(11,563)
BALANCE, December 31, 2021	<u>3,000,000</u>	<u>2,200,000</u>	<u>36,802,247</u>	<u>35,526</u>	<u>\$ 73,216</u>	<u>\$ 53,498</u>	<u>\$ 254,734</u>	<u>\$ 36</u>	<u>\$ 381,484</u>
—Net income	—	—	—	—	6,750	4,813	42,405	42	54,010
—Distributions declared and paid (preferred units) (Note 8)	—	—	—	—	(6,750)	(4,813)	—	—	(11,563)
BALANCE, December 31, 2022	<u>3,000,000</u>	<u>2,200,000</u>	<u>36,802,247</u>	<u>35,526</u>	<u>\$ 73,216</u>	<u>\$ 53,498</u>	<u>\$ 297,139</u>	<u>\$ 78</u>	<u>\$ 423,931</u>
—Net income	—	—	—	—	6,750	4,813	24,285	24	35,872
—Distributions declared and paid (preferred units) (Note 8)	—	—	—	—	(6,750)	(4,813)	—	—	(11,563)
BALANCE, December 31, 2023	<u>3,000,000</u>	<u>2,200,000</u>	<u>36,802,247</u>	<u>35,526</u>	<u>\$ 73,216</u>	<u>\$ 53,498</u>	<u>\$ 321,424</u>	<u>\$ 102</u>	<u>\$ 448,240</u>

The accompanying notes are an integral part of these consolidated financial statements.

DYNAGAS LNG PARTNERS LP
Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021
(Expressed in thousands of U.S. Dollars)

	2023	2022	2021
Cash flows from Operating Activities:			
Net income:	\$ 35,872	\$ 54,010	\$ 53,260
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	4	31,946	31,806
Amortization and write-off of deferred financing fees	10	1,667	2,032
Deferred revenue amortization	(8,343)	(675)	222
Amortization of deferred charges	216	216	501
Dry-docking and special survey costs	17,650	12,791	—
Gain on derivative financial instruments	11	(5,267)	(33,655)
(Gain)/ Loss on Debt extinguishment	5	154	(2,072)
Changes in operating assets and liabilities:			
Trade accounts receivable	(642)	23	294
Prepayments and other assets	(6,040)	(1,284)	(505)
Inventories	134	24	(101)
Due from/to related parties	83	2,369	(2,603)
Trade accounts payable	(5,276)	(9,526)	1,280
Accrued liabilities	(5,928)	1,070	(235)
Deferred charges	—	—	(9)
Unearned revenue	8,165	195	3,596
Net cash provided by Operating Activities	\$ 64,391	\$ 57,324	\$ 79,591
Cash flows from Investing Activities:			
Ballast water treatment system installation	2, 4	(4,238)	(3,635)
Net cash used in Investing Activities	\$ (4,238)	\$ (3,635)	\$ —
Cash flows from Financing Activities:			
Net proceeds from issuance of common units	8	—	3,407
Payment of securities registration and other filing costs	8	—	(14)
Distributions declared and paid	8	(11,563)	(11,563)
Repayment of long-term debt	5	(79,270)	(64,893)
Other payments	5	—	(1,789)
Receipt/ (Payment) of derivative instruments	11	24,564	7,409
Net cash used in Financing Activities	\$ (66,269)	\$ (70,836)	\$ (57,555)
Net increase/ (decrease) in cash and cash equivalents and restricted cash	(6,116)	(17,147)	22,036
Cash and cash equivalents and restricted cash at beginning of the year	79,868	97,015	74,979
Cash and cash equivalents and restricted cash at end of the year	\$ 73,752	\$ 79,868	\$ 97,015
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH			
CASH			
Cash and cash equivalents	73,752	48,598	47,015
Restricted cash	—	31,270	50,000
Cash and cash equivalents and restricted cash	\$ 73,752	\$ 79,868	\$ 97,015
SUPPLEMENTAL CASH FLOW INFORMATION			
Cash paid during the year for:			
Interest	\$ 37,303	\$ 25,397	\$ 18,777

The accompanying notes are an integral part of these consolidated financial statements.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

1. Basis of Presentation and General Information:

Dynagas LNG Partners LP (“Dynagas Partners” or the “Partnership”) was incorporated as a limited partnership on May 30, 2013, under the laws of the Republic of the Marshall Islands. On November 18, 2013, the Partnership successfully completed its initial public offering (the “IPO”), pursuant to which, the Partnership offered and sold 8,250,000 common units to the public at \$18.00 per common unit, and in connection with the closing of the IPO, the Partnership’s Sponsor, Dynagas Holding Ltd., a company beneficially wholly owned by Mr. George Prokopiou, the Partnership’s Chairman and major unitholder and certain of his close family members, offered and sold 4,250,000 common units to the public at \$18.00 per common unit. In connection with the IPO, the Partnership entered into certain agreements including: (i) an omnibus agreement with the Sponsor, as amended (Note 3(c)), (the “Omnibus Agreement”) and, (ii) a \$30 million interest free revolving credit facility with its Sponsor (the “\$30 million Sponsor Facility”) (Note 3(b)), which was extended on November 14, 2018 until November 2023, to be used for general Partnership purposes.

The Partnership earned in the year ended as of December 31, 2023, 43% (2022: 41%) of its revenues from Yamal Trade Pte. Ltd. (“Yamal”), which traded primarily from Russian LNG ports. Due to the recent Russian conflicts with Ukraine, the United States (“U.S.”), European Union (“E.U.”), Canada and other Western countries and organizations announced and enacted from February 2022 to date, numerous sanctions against Russia which have not expressly prohibited LNG shipping in the main trading routes of the Partnership’s vessels. The Partnership’s time charter contracts have therefore currently not been affected by the sanctions imposed to date due to the events in Russia and Ukraine.

Currently imposed sanctions, do not affect the Partnership’s compliance with terms imposed by its \$675 Million Credit Facility.

As there is currently uncertainty regarding the global impact of the conflict, which is ongoing, it is possible that further developments in sanctions or escalation of the conflict will affect the Partnership’s ability to continue to employ two out of its six vessels to the current charterers and the suspension, termination, or cancellation of such charter parties, could thus adversely affect the Partnership’s results of operation, cash flows and financial condition. The Partnership believes that despite the continuing uncertainty, in the event of suspension, termination, cancellation of any of these charters, it will be able to enter into replacement time charters acceptable to the lenders.

As of December 31, 2023, the Partnership reported cash and cash equivalents of \$73.8 million and had a working capital deficit of \$353.5 million. The working capital deficit is due to the balloon payment relating to the \$675 Million Credit Facility, falling due on September 18, 2024, amounting to \$384.6 million.

The Partnership estimates that before considering the below mentioned or any other plan for refinancing the balloon payment of the maturing debt, available cash and cash expected to be generated from operating activities will not be sufficient to repay the balloon installment, which is due within one year after the date that the financial statements are issued.

On March 14, 2024, the Partnership entered into a term sheet with China Development Bank Financial Leasing Co. Ltd. (“CDBL”) setting forth indicative terms and conditions for a sale and leaseback arrangement, for four of its vessels in an amount of up to \$345.0 million (the “Lease Financing”) (Note 13 c). At the end of the lease term the Partnership will have the obligation to purchase the four vessels at a predetermined price. The terms offered by CDBL have been credit approved by the counterparty and the Lease Financing is currently in drafting stage, subject to the execution of definitive documentation and the satisfaction of customary closing conditions and is expected to close in the second quarter of 2024.

The Partnership has considered the above, as well as, the market values of the four vessels subject to the Lease Financing compared to the amount of the balloon installment of the maturing debt, the current market conditions and market outlook, its operating performance and its current backlog, and the past history of successful refinancing arrangements, and therefore, believes that the refinancing of the \$675 Million Credit Facility is probable and will mitigate conditions indicating that cash and cash expected to be generated from operating activities will not be sufficient to cover its obligations falling due within one year after the date that the financial statements are issued.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

1. Basis of Presentation and General Information (continued):

The Partnership believes it has the ability to continue as a going concern over the next twelve months following the date of the issuance of these financial statements and finance its obligations as they come due via cash from operations and through refinancing its existing loan agreement (Note 13 c). Consequently, the consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

The Partnership is engaged in the seaborne transportation industry through the ownership and operation of high specification LNG vessels and is the sole owner (directly or indirectly) of all outstanding shares or units of the following subsidiaries as of December 31, 2023:

Vessel Owning Subsidiaries:

Company Name	Country of incorporation/ formation	Vessel Name	Delivery date from shipyard	Delivery date to Partnership	Cbm Capacity
Pegasus Shipholding S.A. (“Pegasus”)	Marshall Islands	Clean Energy	March 2007	October 2013	149,700
Lance Shipping S.A. (“Lance”)	Marshall Islands	Ob River	July 2007	October 2013	149,700
Seacrown Maritime Ltd. (“Seacrown”)	Marshall Islands	Amur River	January 2008	October 2013	149,700
Fareastern Shipping Limited (“Fareastern”)	Malta	Arctic Aurora	July 2013	June 2014	155,000
Navajo Marine Limited (“Navajo”)	Marshall Islands	Yenisei River	July 2013	September 2014	155,000
Solana Holding Ltd. (“Solana”)	Marshall Islands	Lena River	October 2013	December 2015	155,000

Non-Vessel Owning Subsidiaries:

Company Name	Country of incorporation/formation	Purpose of incorporation
Dynagas Equity Holding Limited (“Dynagas Equity”)	Marshall Islands	Holding company that owns all of the outstanding shares of Arctic LNG Carriers Ltd. (“Arctic LNG”).
Dynagas Operating GP LLC (“Dynagas Operating GP”)	Marshall Islands	Limited liability in which the Partnership holds a 100% membership interest and which has 100% of the Non-Economic General Partner Interest in Dynagas Operating LP.
Dynagas Operating LP (“Dynagas Operating”)	Marshall Islands	Limited partnership in which the Partnership holds a 100% limited partnership interest and which owns 100% of the issued and outstanding shares of Dynagas Equity.
Dynagas Finance Inc.	Marshall Islands	Wholly owned subsidiary of the Partnership whose activities were limited to the co-issuance of the 2019 Notes discussed under Note 5 and engaging in other activities incidental thereto.
Arctic LNG Carriers Ltd.	Marshall Islands	Wholly owned subsidiary of the Partnership which is directly wholly owned by Dynagas Equity and which owns all of the issued and outstanding shares of Pegasus, Lance, Seacrown, Fareastern, Navajo, Solana and Dynagas Finance LLC.
Dynagas Finance LLC	Delaware	Wholly owned subsidiary of Arctic LNG and co-borrower of the Partnership’s Term Loan B discussed under Note 5.

Since the Partnership’s inception, the technical, administrative and commercial management of the Partnership’s fleet is performed by Dynagas Ltd. (“Dynagas” or the “Manager”), a related company, wholly owned by the Partnership’s Chairman (Note 3(a)).

As of December 31, 2023, the Partnership’s Sponsor owned 42.4% of the outstanding equity interests in the Partnership (excluding the Series A Preferred Units and the Series B Preferred Units, both of which, generally, have no voting rights), including the 0.1% general partner interest retained by it, as the General Partner, through Dynagas GP LLC, which is owned and controlled by the Sponsor.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

2. Significant Accounting Policies and Recent Accounting Pronouncements:

(a) **Principles of Consolidation:** The accompanying consolidated financial statements have been prepared in accordance with Generally Accepted Accounting Principles in the United States of America (“U.S. GAAP”). The consolidated financial statements include the accounts of Dynagas Partners and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated upon consolidation. Dynagas Partners, as the holding company, determines whether it has a controlling financial interest in an entity by first evaluating whether the entity is a voting interest entity or a variable interest entity. Under Financial Accounting Standards Board (“FASB”) Accounting Standard Codification (“ASC”) 810 “Consolidation”, a voting interest entity is an entity in which the total equity investment at risk is deemed sufficient to absorb the expected losses of the entity, the equity holders have all the characteristics of a controlling financial interest and the legal entity is structured with substantive voting rights.

The holding company consolidates voting interest entities in which it owns all, or at least a majority (generally, greater than 50%) of the voting interest. Variable interest entities (“VIE”) are entities, as defined under ASC 810, that in general either have equity investors with non-substantive voting rights or that have equity investors that do not provide sufficient financial resources for the entity to support its activities. The holding company has a controlling financial interest in a VIE and is, therefore, the primary beneficiary of a VIE if it has the power to direct the activities of a VIE that most significantly impact the VIE’s economic performance and the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. A VIE should have only one primary beneficiary which is required to consolidate the VIE. A VIE may not have a primary beneficiary if no party meets the criteria described above. The Partnership evaluates all arrangements that may include a variable interest in an entity to determine if it is the primary beneficiary, and would therefore be required to include assets, liabilities and operations of a VIE in its consolidated financial statements. As of the years ended December 31, 2023, 2022 and 2021, no such interests existed.

(b) **Use of Estimates:** The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. On an on-going basis, management evaluates the estimates and judgments, including those related to expected future cash flows from long-lived assets to support impairment tests. Management bases its estimates and judgments on historical experience and on various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

(c) **Other Comprehensive Income:** The Partnership follows the provisions of ASC 220, “Comprehensive Income”, which requires separate presentation of certain transactions which are recorded directly as components of equity. The Partnership has no such transactions which affect other comprehensive income and accordingly, for the years ended December 31, 2023, 2022 and 2021, comprehensive income equaled net income.

(d) **Foreign Currency Translation:** The functional currency of the Partnership is the U.S. Dollar because the Partnership’s vessels operate in international shipping markets and therefore, the Partnership primarily transacts business in U.S. Dollars. The Partnership’s books of accounts are maintained in U.S. Dollars. Transactions involving other currencies during the year are converted U.S. Dollars using the exchange rates in effect at the time of such transactions. At the balance sheet date, monetary assets and liabilities, which are denominated in other currencies, are translated into U.S. Dollars using the balance sheet date exchange rates. Resulting gains or losses are included in “Other, net” in the accompanying consolidated statements of income.

(e) **Cash and Cash Equivalents:** The Partnership considers highly liquid investments, such as time deposits with an original maturity of three months or less, to be cash equivalents.

(f) **Restricted cash:** Restricted cash may comprise of (i) minimum liquidity collateral requirements or minimum required cash deposits that are required to be maintained under the Partnership’s financing arrangements, (ii) cash deposits in so-called “retention accounts” which may only be used as per the Partnership’s borrowing arrangements for the purpose of serving the loan installments coming due or, (iii) other cash deposits required to be retained until other specified conditions prescribed in the Partnership’s debt agreements are met. In the event that the obligation to maintain such deposits is expected to elapse within the next operating cycle, these deposits are classified as current assets. Otherwise, they are classified as non-current assets.

DYNAGAS LNG PARTNERS LP

Notes to the Consolidated Financial Statements December 31, 2023

(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

- (g) **Trade Accounts Receivable:** The amount shown as trade accounts receivable at each balance sheet date, mainly includes receivables from charterers for hire from lease agreements, net of any provision for doubtful accounts, if any. At each balance sheet date, all potentially uncollectible accounts are assessed individually for purposes of determining the appropriate provision for doubtful accounts primarily based on the aging of such balances and any amounts in dispute. Operating lease receivables under ASC 842 are not in scope of ASC 326 for assessment of credit loss. ASC 842 requires lessors to evaluate the collectability of all lease payments. If collection of all operating lease payments, plus any amount necessary to satisfy a residual value guarantee, is not probable (either at lease commencement or after the commencement date), lease income is constrained to the lesser of cash collected or lease income reflected on a straight-line or another systematic basis, plus variable rent when it becomes accruable. Provision for doubtful accounts as of December 31, 2023 and 2022, was nil.
- (h) **Inventories:** Inventories consist of lubricants which are stated at the lower of cost or net realizable value. Cost is determined by the first in, first out method. Inventories may also consist of bunkers during periods when vessels are unemployed or under voyage charters and spares in warehouses, in which case, they are also stated at the lower of cost or net realizable value and cost is still determined by the first in, first out method. Net realizable value is defined as estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. When evidence exists that the net realizable value of inventory is lower than its cost, the difference is recognized as a loss in earnings in the period in which it occurs.
- (i) **Insurance Claims:** The Partnership records insurance claim recoveries for insured losses incurred on damage to fixed assets, loss of hire and for insured crew medical expenses. Insurance claim recoveries are recorded, net of any deductible amounts, at the time when (i) the Partnership's vessels suffer insured damages or at the time when crew medical expenses are incurred, (ii) recovery is probable under the related insurance policies, (iii) the Partnership can estimate the amount of such recovery following submission of the insurance claim and (iv) provided that the claim is not subject to litigation. The Partnership assesses its insurance claim balances for credit losses in accordance with ASC 326. No allowance was recorded on insurance claims as of December 31, 2023 and 2022.
- (j) **Vessels, Net:** Vessels are stated at cost, which consists of the contract price and any material expenses incurred upon delivery (initial repairs, improvements and delivery expenses, capitalized interest and on-site supervision costs incurred during the construction periods). Subsequent expenditures for conversions and major improvements are also capitalized when such expenditures appreciably extend the life, increase the earning capacity or improve the efficiency or safety of the vessels; otherwise these amounts are charged to expense as incurred. The cost of each of the Partnership's vessels is depreciated beginning from the time when the vessel is ready for her intended use, on a straight-line basis, to the time that the vessel reaches the end of its economic useful life, after considering the estimated residual value of the vessel which is based on its lightweight tonnage times an estimated scrap rate. The Partnership currently uses a scrap rate estimate of \$0.500 per lightweight ton per LNG carrier. Management estimates that the useful life of each of the Partnership's vessels to be 35 years from the date of initial delivery from the shipyard. Secondhand vessels are depreciated from the date of their acquisition through their remaining estimated useful life. When regulations place limitations on the ability of a vessel to trade on a worldwide basis, such vessel's remaining useful life is adjusted as of the date such regulations are adopted.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
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2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

(k) Impairment of Long-Lived Assets: The Partnership follows ASC 360-10-40 “Impairment or Disposals of Long-Lived Assets”, which addresses financial accounting and reporting for the impairment or disposal of long-lived assets. The standard requires that long-lived assets held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When the estimate of undiscounted projected operating cash flows, excluding interest charges, expected to be generated by the use of the asset is less than its carrying amount, the asset is evaluated for an impairment loss. Measurement of the impairment loss is based on the fair value of the asset. The Partnership reviews its long-lived assets for impairment whenever events or changes in circumstances, such as business plans to dispose a vessel earlier than the end of its useful life and prevailing market conditions, indicate that the carrying amount of the assets may not be recoverable. When such indications are present, the Partnership determines undiscounted projected net operating cash flows for each vessel and compares the result to the vessel’s carrying value. The fair values of the assets are determined through Level 2 inputs of the fair value hierarchy as defined in ASC 820, “Fair value measurements and disclosures” based on management’s estimates, assumptions, use of available market data, use of third party valuations and other market observable data. In developing estimates of future cash flows, the Partnership must make assumptions about future charter rates, vessel operating expenses, fleet utilization and the estimated remaining useful life of the vessels. These assumptions are based on historical trends as well as future expectations.

The projected net operating cash flows are determined by considering the charter revenues from existing time charters for the fixed fleet days and by estimating charter rates for the unfixed days. Expected outflows for scheduled vessel maintenance and vessel operating expenses are based on the Partnership’s budget by using historical data, which is adjusted annually with the assumption of the average annual inflation rate prevailing at the time of the impairment test. In developing the estimate for the effective fleet utilization, the Partnership takes into account the period(s) each vessel is expected to undergo her scheduled maintenance (dry-docking and special surveys) and each vessel’s loss of hire resulting from repositioning or other conditions.

In developing estimates for the remaining estimated useful lives of the current fleet and scrap values, the Partnership utilizes methods, which are identical to those employed as part of the Partnership’s depreciation policy. As and for each of the years ended December 31, 2023, 2022 and 2021, the Partnership incurred no impairment loss.

(l) Accounting for Special Survey and Dry-Docking Costs: The Partnership follows the direct expense method of accounting for dry-docking and special survey costs, in which case, such costs are expensed in the period incurred. The vessels undergo dry-dock or special survey approximately every five years during the first fifteen years of their life and, subsequently, every two and a half years to the end of their useful life. Costs relating to routine repairs and maintenance are also expensed in the period they are incurred.

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2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

(m) Financing Costs: “Interest – Imputation of Interest”, costs associated with long-term debt, including but not limited to, fees paid to lenders, fees required to be paid to third parties on the lender’s behalf in connection with debt financing or refinancing, or any unamortized portion thereof, are presented by the Partnership as a reduction of long-term debt. Such fees are deferred and amortized to interest and finance costs during the life of the related debt instrument using the effective interest method. Unamortized fees relating to loans repaid or refinanced as debt extinguishments are expensed as interest and finance costs in the period the repayment or extinguishment is made and included in the determination of gain or loss on debt extinguishment. Loan commitment fees are expensed as incurred.

(n) Concentration of Credit Risk: Financial instruments, which may potentially subject the Partnership to significant concentrations of credit risk, consist principally of cash and cash equivalents and trade accounts receivable. The maximum exposure to loss due to credit risk is the book value at the balance sheet date. The Partnership places its cash and cash equivalents, consisting mostly of deposits, with high credit qualified financial institutions. The Partnership performs periodic evaluations of the relative credit standing of those financial institutions. The Partnership limits its credit risk with trade accounts receivable by performing ongoing credit evaluations of each of its charterer’s financial condition and generally does not require collateral for its trade accounts receivable. The Partnership is exposed to credit risk in the event of non-performance by the counterparty to the derivative instrument; however, the Partnership limits its exposure by entering into transactions with counterparties with high credit ratings.

During the years ended December 31, 2023, 2022 and 2021, charterers that individually accounted for more than 10% of the Partnership’s revenues were as follows:

Charterer	2023	2022	2021
A	41 %	43 %	45 %
B	43 %	41 %	39 %
C	16 %	16 %	16 %
Total	100 %	100 %	100 %

The maximum aggregate amount of loss due to credit risk, that the Partnership would have incurred if the aforementioned charterers failed completely to perform according to the terms of their respective charter parties, amounted to \$709 and \$67 as of December 31, 2023 and 2022, respectively.

(o) Accounting for Revenues and Related Expenses: The Partnership generates its revenues from charterers under time charter agreements, which contain a lease as they meet the criteria of a lease under ASC 842. The Partnership’s vessels are each employed under a time charter agreement, where a contract is entered into with a charterer for the charterer’s use of a vessel for a specific period of time and at a specified daily charter hire rate. If a time charter agreement exists and collection of the related revenue is reasonably assured, revenue is recognized, as it is earned ratably over the duration of the period of the time charter. Revenues from time chartering of vessels are accounted for as operating leases. The Partnership has determined that the non-lease components in its time charter contracts relate to services for the operation of the vessel, which include crew, technical, safety, commercial services, among others. The Partnership has elected to account for the lease and non-lease component of time charter agreements as a combined component in its consolidated financial statements, having taken into account that the non-lease components would be accounted for ratably on a straight-line basis over the duration of the time charter and that the lease component is considered as the predominant component. The Partnership qualitatively assessed that more value is ascribed to the vessel rather than to the services provided under the time charter agreements. Such revenues are recognized on a straight line basis at the average minimum lease revenue over the rental periods of such charter agreements, as service is performed.

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2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

In case that a change in the terms and conditions of a time charter agreement results in a change in the scope of or the consideration for a lease (for example, a change to the terms and conditions of the contract that adds or terminates the right to use one or more vessels or extends or shortens the contractual lease term), the lease is considered modified. The Partnership assesses whether the lease modification should be accounted as a separate contract or not based as per ASC 842-10-25-8. Specifically, the Partnership accounts for a modification to a lease as a separate contract when both of the following conditions are present:

- a. The modification grants the charterer an additional right of use not included in the original lease (for example, the right to use an additional asset);
- b. The lease payments increase commensurate with the standalone price for the additional right of use, adjusted for the circumstances of the particular time charter agreement.

In case any of the above conditions are not met, the Partnership does not account for the modified lease as a separate contract. Specifically, if the original lease and the modified lease are both classified as operating leases (i.e., no change to lease classification), the Partnership recognizes lease payments to be made under the modified lease, adjusted for any prepaid or accrued hire from the original lease, generally on a straight-line basis over the new lease term (i.e., the remaining lease term from the original lease at the date of modification, adjusted for the additional or terminated periods). Any initial direct costs incurred in connection with the modification are recognized as an expense over the new lease term.

Revenue generated from variable lease payments is recognized in the period when changes in facts and circumstances on which the variable lease payments are based occur. The residual or excess amounts from actually collected hire based on the time charter agreement for each period, if any, is classified as deferred or prepaid revenue in the accompanying consolidated balance sheets.

All voyage expenses are expensed as incurred, except for commissions. Commissions paid to brokers are deferred and amortized over the related charter period to the extent revenue has been deferred since commissions are earned as the Partnership's revenues are earned.

Unearned revenue includes cash received prior to the balance sheet date for which all criteria to recognize as revenue have not yet been met as at the balance sheet date and, accordingly, is related to revenue earned after such date. Apart from the agreed hire rate, the owner may be entitled to an additional income, such as ballast bonus, which is considered as reimbursement of owner's expenses and is recognized together with the lease component over the duration of the charter.

The Partnership has made an accounting policy election to recognize the related ballast costs, mainly consisting of bunkers, incurred over the period between the charter party date or the prior redelivery date (whichever is latest) and the delivery date to the charterer, as contract fulfilment costs in accordance with ASC 340-40 and amortized over the charter period. During all years ended December 31, 2023, 2022 and 2021, the amortization of the contract fulfilment costs was \$0.2 million. Voyage expenses, primarily consist of commissions, which are paid by the Partnership as well as port, canal and bunker expenses that are unique to a particular charter and which are paid by the charterer under the time charter arrangements or by the Partnership during periods of off-hire.

Revenues from contracts with customers include compensation from the charterer for services regarding the special survey of the vessels, as per the terms of the charter party agreement and are recognized in accordance with ASC 606, as the performance obligation is satisfied. During the years ended December 31, 2023, 2022 and 2021, revenues from contract with customers were \$11,602, nil and nil, respectively.

- (p) **Repairs and Maintenance:** All repair and maintenance expenses including underwater inspection costs are expensed in the period incurred. Such costs are included in vessel operating expenses in the accompanying consolidated statements of income.

DYNAGAS LNG PARTNERS LP

Notes to the Consolidated Financial Statements December 31, 2023

(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

- (q) **Earnings/ (Loss) Per Unit:** As of December 31, 2023, the Partnership’s capital structure consisted of common units, two separate classes of preferred units and a general partner interest. The incentive distribution rights are a separate class of non-voting interests that are currently held by the Partnership’s General Partner but, subject to certain restrictions, may be transferred or sold apart from the General Partner’s interest. The Partnership calculates basic earnings/ (loss) per each class of units by allocating period distributed and undistributed earnings/ (losses) to the General Partner, limited partners and incentive distribution rights holders using the two-class method and in accordance with the Partnership’s Fourth Amended and Restated Limited Partnership Agreement dated October 23, 2018 (the “Limited Partnership Agreement”). Basic earnings/ (losses) per common unit are computed by allocating distributed and undistributed net income/ (losses) available to common unitholders, after subtracting the interest on the Partnership’s net income/ (loss) of all classes of preferred unitholders, and the General Partner by the weighted average number of common units outstanding during the year. Any undistributed earnings for the period are allocated to the various unitholders based on the distribution waterfall for cash available for distribution specified in the Limited Partnership Agreement. Where distributions relating to the period are in excess of earnings, the surplus is also allocated according to the cash distribution model. Diluted earnings per common unit reflect the potential dilution that could occur if securities or other contracts to issue units were exercised, if any. The Partnership had no dilutive securities outstanding during the three-year period ended December 31, 2023.
- (r) **Segment Reporting:** The Partnership operates under one reportable segment relating to its operations as it operates solely LNG vessels. The Partnership reports financial information and evaluates its operations and operating results by the type of vessel and not by the length or type of vessel employment for its customers i.e. time charters. The Partnership’s management does not use discrete financial information to evaluate operating results for each type of charter. Although revenue can be identified by charter type, management cannot and does not identify expenses, profitability or other financial information in such a manner. When the Partnership charters a vessel to a charterer, the charterer is free to trade the vessel worldwide. As a result, the disclosure of geographic information is impracticable.
- (s) **Fair Value Measurements:** The Partnership follows ASC 820, “Fair Value Measurements and Disclosures”, which defines and provides guidance for the measurement of fair value. This guidance creates a fair value hierarchy of measurement and indicates that, when possible, fair value is the price that would be received in the sale of an asset or the price that would be paid in the transfer of a liability in an orderly transaction between market participants in the market in which the reporting entity transacts. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable data that are not corroborated by market data (Level 3). For example, the reporting entity’s own data has a Level 3 priority because it is not or not yet observable or corroborated by market data. Observable market based inputs or unobservable inputs that are corroborated by market data are classified under Level 2 of the fair value hierarchy. Under the standard, fair value measurements would be separately disclosed by level within the fair value hierarchy. ASC 820 applies when assets or liabilities in the consolidated financial statements are to be measured at fair value, but does not require additional use of fair value beyond the requirements in other accounting principles.
- (t) **Commitments and Contingencies:** Commitments are recognized when the Partnership has a present legal or constructive obligation as a result of past events and it is probable that an outflow of resources embodying economic benefits will likely be required to satisfy such obligation and a reliable estimate of the amount of such obligation can be made. Provisions are reviewed at each balance sheet date and adjusted to reflect the present value of the expenditure expected to be required to settle the obligation. Contingent liabilities are not recognized in the consolidated financial statements but are disclosed unless there is a remote possibility of an outflow of resources embodying economic benefits. Contingent assets are not recognized in the consolidated financial statements but are disclosed when an inflow of economic benefits is probable (Note 7).

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Notes to the Consolidated Financial Statements December 31, 2023
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2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

- (u) **Accounting for Financial Instruments:** The principal financial assets of the Partnership consist of cash and cash equivalents, restricted cash, amounts due from related parties, other receivable, non-current, trade accounts receivable and a derivative financial instrument (interest rate swap). The principal financial liabilities of the Partnership consist of trade and other accounts payable, accrued liabilities, long-term debt, and amounts due to related parties. The Partnership may also consider, from time to time, entering into interest rate swap agreements to manage its exposure to fluctuations of interest rate risk associated with its borrowings. Derivative financial instruments are generally used to manage risk related to fluctuations of interest rates. ASC 815, “Derivatives and Hedging”, requires all derivative contracts to be recorded at fair value, as determined in accordance with ASC 820, Fair Value Measurements and Disclosures (Note 6). The changes in fair value of a derivative contract are recognized in earnings unless specific hedging criteria are met. At the inception of a hedge relationship, the Partnership formally designates and documents the hedge relationship with respect to hedge accounting, the risk management objective and the strategy undertaken for the hedge. The documentation includes identification of the hedging instrument, hedged item or transaction, the nature of the risk being hedged and how the entity will assess the hedging instrument’s effectiveness in offsetting exposure to changes in the hedged item’s cash flows attributable to the hedged risk. A cash flow hedge is the mitigation of risk exposure resulting from variability in cash flows attributable to a particular risk associated with a recognized asset or liability or a highly probable forecasted transaction that could affect profit or loss. Such hedges are expected to be highly effective in achieving offsetting changes in cash flows and are assessed on an ongoing basis to determine whether they actually have been highly effective throughout the financial reporting periods for which they were designated. All derivatives are recorded on the balance sheet as assets or liabilities and measured at fair value. For derivatives designated as cash flow hedges, the effective portion of the changes in fair value of the derivatives is recorded in “Accumulated Other Comprehensive Income/ (Loss)” and subsequently recognized in earnings when the hedged items impact earnings.
- (v) **Derivative Financial Instruments:** The Partnership entered into an interest rate swap contract to manage its exposure to fluctuations of interest rate risks associated with its loan facility.

The interest rate swap did not meet the applicable criteria for hedge accounting under ASC 815, including the criteria specific to a cash flow hedge, therefore the interest rate swap represents an economic hedge. As a result, interest paid or received under the respective undesignated swap agreement is recognized in Gain/ (Loss) on derivative financial instrument (Note 11). The undesignated interest rate swap is recognized in the consolidated financial statements at its fair value, and the gain or loss from changes in the fair value are reported in earnings in the period in which those fair value changes occur in Gain/ (Loss) on derivative financial instrument and any related cash settlements are classified under financing activities in the statement of cash flows.

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2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

- (w) **Going concern:** The Partnership’s policy is in accordance with ASC 205-40, “Presentation of Financial Statements—Going Concern.” ASC 205-40 provides U.S. GAAP guidance on management’s responsibility in evaluating whether there is substantial doubt about an entity’s ability to continue as a going concern and on related required footnote disclosures. For each reporting period, management is required to evaluate whether there are conditions or events that raise substantial doubt about a company’s ability to continue as a going concern within one year from the date the consolidated financial statements are issued.

Recent Accounting Pronouncements Adopted

Reference Rate Reform (Topic 848): In 2020, the Board issued Accounting Standards Update No. 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which provides optional guidance to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. The objective of the guidance in Topic 848 is to provide temporary relief during the transition period. The Board included a sunset provision within Topic 848 based on expectations of when the London Interbank Offered Rate (LIBOR) would cease being published. At the time that Update 2020-04 was issued, the UK Financial Conduct Authority (FCA) had established its intent that it would no longer be necessary to persuade, or compel, banks to submit to LIBOR after December 31, 2021. As a result, the sunset provision was set for December 31, 2022—12 months after the expected cessation date of all currencies and tenors of LIBOR. In March 2021, the FCA announced that the intended cessation date of the overnight 1-, 3-, 6-, and 12-month tenors of USD LIBOR would be June 30, 2023, which is beyond the current sunset date of Topic 848. Because the current relief in Topic 848 may not cover a period of time during which a significant number of modifications may take place the sunset date of Topic 848 was deferred from December 31, 2022, to December 31, 2024 with the issuance of ASU 2022-06 in December 2022, after which entities will no longer be permitted to apply the relief in Topic 848. In addition, in January 2021, the FASB issued another ASU (ASU No. 2021-01) with respect to the Reference Rate Reform (Topic 848). The amendments in this Update clarify that certain optional expedients and exceptions in Topic 848 for contract modifications and hedge accounting apply to derivatives that are affected by the discounting transition. As of June 30, 2023, the Partnership has elected one of the optional expedients provided in the standard that allows entities with contract modifications within the scope of Topic 470; for which the terms that are modified solely relate to directly replacing, or having the potential to replace, a reference rate with another interest rate index, to account for the modification that meets the scope of paragraphs 848-20-15-2 through 15-3 as if the modification was not substantial. That is, the original contract and the new contract shall be accounted for as if they were not substantially different from one another, and the modification shall not be accounted for in the same manner as a debt extinguishment. The Partnership will continue to evaluate the potential impact of adopting the standards on its consolidated financial statements.

Recent Accounting Pronouncements Not Yet Adopted

In October 2023, the Financial Accounting Standards Board issued Accounting Standard Update (“ASU”) No. 2023-06, “Disclosure Improvements: Codification Amendments in Response to the SEC’s Disclosure Update and Simplification Initiative”. The amendments in this Update modify the disclosure or presentation requirements of a variety of Topics in the Codification. Certain of the amendments represent clarifications to or technical corrections of the current requirements. The effective date for each amendment of the ASU 2023-06 will be, for entities subject to the SEC’s existing disclosure requirements and for entities required to file or furnish financial statements with or to the SEC in preparation for the sale of or for purposes of issuing securities that are not subject to contractual restrictions on transfer, the date on which the SEC’s removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective, with early adoption prohibited. For all other entities, the amendments will be effective two years later. The amendments in ASU 2023-06 should be applied prospectively. The Company evaluated the impact of this ASU on its consolidated financial Statements and determined that there is no impact as the disclosure improvements required by the ASU amendments are already required by the SEC’s Regulation S-X and Regulation S-K.

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2. Significant Accounting Policies and Recent Accounting Pronouncements (continued):

Recent Accounting Pronouncements Not Yet Adopted (continued)

Furthermore, in November 2023, the FASB issued Accounting Standards Update 2023-07, Segment Reporting - Improvements to Reportable Segment Disclosures (or ASU 2023-07). ASU 2023-07 introduced updates for how significant segment expense categories and amounts for each reportable segment are disclosed. A significant segment expense is defined as an expense that is: a) Significant to the segment, b) Regularly provided to or easily computed from information regularly provided to the chief operating decision maker, and c) Included in the reported measure of segment profit or loss. The additional disclosure for segmented reporting is intended to provide additional information to financial statement users as now expenses such as direct expenses, shared expenses, allocated corporate overhead, or significant interest expense need to be disaggregated and reported separately for each segment. ASU 2023-07 also requires that all segment-related disclosures required by FASB Topic 280 (Segment Reporting) be made also by entities that have a single reportable segment. ASU 2023-07 is effective for public entities for fiscal years beginning after December 15, 2023, and interim periods in fiscal years beginning after December 15, 2024, and early adoption is permitted. Upon adoption, a public entity will apply the ASU as of the beginning of the earliest period presented. The Partnership will adopt this standard starting with its annual financial statements as at and for the year ended December 31, 2024. The adoption of ASU 2023-07 is not expected to have a significant impact on the Partnership's consolidated financial statements and related disclosures.

3. Transactions with related parties:

During the years ended December 31, 2023, 2022 and 2021, the Partnership incurred the following charges in connection with related party transactions, which are included in the accompanying consolidated statements of income:

	Years ended December 31,		
	2023	2022	2021
Included in voyage expenses – related party			
Charter hire commissions (a)	\$ 1,860	\$ 1,632	\$ 1,718
Included in general and administrative expenses – related party			
Executive services fee (d)	\$ 581	\$ 568	\$ 638
Administrative services fee (e)	\$ 120	\$ 120	\$ 120
Management fees-related party			
Management fees (a)	\$ 6,389	\$ 6,203	\$ 6,023

As of December 31, 2023, and December 2022, balances with related parties consisted of the following:

	Year ended December 31,	
	2023	2022
Assets:		
Security deposits to Manager (a)	\$ 1,350	\$ 1,350
Total assets due from related party	\$ 1,350	\$ 1,350
Liabilities included in Due to related party:		
Working capital due to Manager (a)	\$ 615	\$ 836
Executive service charges due to Manager (d)	\$ 143	\$ 135
Administrative service charges due to Manager (e)	\$ 30	\$ 30
Other Partnership expenses due to Manager	\$ 767	\$ 471
Total liabilities due to related party, current	\$ 1,555	\$ 1,472

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3. Transactions with related parties (continued):

a) Dynagas Ltd.

The Partnership's vessels originally entered into vessel management agreements with Dynagas Ltd., the Partnership's Manager (the "Management Agreements"), which terminated on December 31, 2020. Pursuant to the terms of these Management Agreements, the Manager provides each vessel-owning entity of the Partnership with management services, including, but not limited to, commercial, technical, crew, accounting and vessel administrative services in exchange for an initial fixed daily management fee of \$2.5 per vessel, for a period beginning upon the vessel's delivery until the termination of the Management Agreement. Beginning on the first calendar year after the commencement of each vessel's Management Agreement and each calendar year thereafter, these fees are adjusted upwards by 3% until expiration of each Management Agreement.

On March 3, 2021, the Partnership entered into a new master management agreement (the "Master Agreement") with Dynagas Ltd. (the "Manager"), which amends and supersedes the previous Management Agreements and reduces the technical management fees payable from \$3,167 per day per vessel to \$2,750 per day per vessel commencing on January 1, 2021. Beginning on the first calendar year after the commencement of Master Agreement and each calendar year thereafter, these fees are adjusted upwards by 3%, subject to further annual increases to reflect material unforeseen costs of providing the management services. The amount of such further-increase is to be agreed between the Partnership and the Manager, which amount will be reviewed and approved by the Partnership's Conflicts Committee. Under the terms of the Master Agreement, the Manager charges the Partnership for any additional capital expenditures, financial costs, operating expenses and general and administrative expenses that are not covered by the management fees.

The Master Agreement initially terminates on December 31, 2030 and upon expiration, automatically extends in additional five-year increments if notice of termination is not previously provided by the Partnership's vessel-owning subsidiaries. In the event the Master Agreement is terminated for any reason other than default by the Manager, the applicable management fee under the Master Agreement shall continue to be payable for a further period of six months as from the effective date of such termination.

The Manager may also terminate the Master Agreement in the event that the Partnership undergoes a change of control, in which case, subject to and pursuant to the terms of the Master Agreement, the Partnership would be required to pay to the Manager an amount equal to the net present value calculated at a discount rate of 5% per annum of the total aggregate management fees payable from the date of such termination to June 30th in the tenth year following the date of termination based on the number of Vessels managed at the date of termination (as contemplated under the Master Agreement).

During the years ended December 31, 2023, 2022 and 2021, each vessel was charged a daily management fee of \$2.9, \$2.8 and \$2.8, respectively. During the years ended December 31, 2023, 2022 and 2021, management fees under the Master Agreement and the previous vessel Management Agreements amounted to \$6,389, \$6,203 and \$6,023 respectively, and are separately reflected in the accompanying consolidated statements of income.

The Master Agreement and the previous Management Agreements also provide for a commission of 1.25% over charter-hire agreements arranged by the Manager. During the years ended December 31, 2023, 2022 and 2021, charter hire commissions under the Management Agreements amounted to \$1,860, \$1,632 and \$1,718, respectively, and are included in Voyage expenses-related party in the accompanying consolidated statements of income.

The Master Agreement and the previous Management Agreements also provide for an advance equal to three months daily management fee. In the case of termination of the Master Agreement prior to its ten year term, by any reason other than Manager's default, the advance is not refundable. Such advances as of December 31, 2023 and 2022, amounted to \$1,350, and are separately reflected in Non-Current Assets as Due from related party in the accompanying consolidated balance sheets.

In addition, the Manager makes payments for operating expenses with funds provided by the Partnership. As of December 31, 2023 and 2022, an amount of \$615 and \$836 was due to the Manager in relation to these operating expenses respectively.

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3. Transactions with related parties (continued):

(b) Loan from related party

On November 18, 2013, upon the completion of its IPO, the Partnership entered into the \$30 million Sponsor Facility with an original term of five years from the closing date, to be used for general Partnership purposes, including working capital.

The \$30 million Sponsor Facility was extended on November 14, 2018, for an additional term of five years on terms and conditions identical to the initial credit facility (the “\$30 million Extended Sponsor Facility”). The \$30 million Extended Sponsor Facility could be drawn and be prepaid in whole or in part at any time during the life of the facility, which ended in November 2023. No amounts had been drawn under the respective facility as of December 31, 2023 and 2022.

(c) Optional Vessel acquisitions from Sponsor/ Omnibus Agreement

At the IPO date, the Partnership and its Sponsor entered into the Omnibus Agreement, as amended and as currently in effect. The amended Omnibus Agreement sets out (i) the terms and the extent the Partnership and the Sponsor may compete with each other, (ii) the procedures to be followed for the exercise of the Partnership’s option to acquire the Optional Vessels (as defined in the Omnibus Agreement), (iii) certain rights of first offer to the Sponsor for the acquisition of LNG carriers from the Partnership, and (iv) the Sponsor’s provisions of certain indemnities in favor of the Partnership. The purchase option periods with regards to the Optional Vessels that were not exercised, have expired unexercised.

(d) Executive Services Agreement

On March 21, 2014, the Partnership entered into an executive services agreement (the “Executive Services Agreement”) with its Manager with retroactive effect from the IPO closing date, pursuant to which the Manager provides the Partnership the certain services of its executive officers, who report directly to the Board of Directors. Under the Executive Services Agreement, the Manager is entitled to an executive services fee of €538,000 per annum (or \$581 on the basis of an annual average Euro/US Dollar exchange rate of €1.0000/\$1.0795 as of December 31, 2023), payable in equal monthly installments. The Executive Services Agreement had an initial term of five years and, on November 18, 2018, was automatically renewed for successive five year terms, unless terminated earlier. During the years ended December 31, 2023, 2022 and 2021, executive service fees amounted to \$581, \$568 and \$638, respectively, and are included in general and administrative expenses in the accompanying consolidated statements of income.

(e) Administrative Services Agreement

On December 30, 2014 and with effect from the IPO closing date, the Partnership entered into an administrative services agreement (the “Administrative Services Agreement”) with its Manager, according to which the Partnership is provided with certain financial, accounting, reporting, secretarial and information technology services, for a monthly fee of \$10, plus expenses, payable in quarterly installments. The Administrative Services Agreement can be terminated upon 120 days’ notice granted either by the Partnership’s Board of Directors or by its Manager. During the years ended December 31, 2023, 2022 and 2021, administrative service fees amounted to \$120 for each year and are included in general and administrative expenses – related party in the accompanying consolidated statements of income.

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4. Vessels, net:

The amounts in the accompanying consolidated balance sheets are analyzed as follows:

	Vessel Cost	Accumulated Depreciation	Net Book Value
Balance December 31, 2021	\$ 1,167,909	\$ (314,719)	\$ 853,190
Additions	3,721	—	3,721
Depreciation	—	(31,806)	(31,806)
Balance December 31, 2022	\$ 1,171,630	\$ (346,525)	\$ 825,105
Additions	4,204	—	4,204
Depreciation	—	(31,946)	(31,946)
Balance December 31, 2023	\$ 1,175,834	\$ (378,471)	\$ 797,363

During both years ended December 31, 2023 and 2022, the Partnership installed a ballast water treatment system (“BWTS”), on six of its vessels. The cost of the BWTS in the year ended December 31, 2023 and 2022, amounted to \$4,204 and \$3,721, respectively. The cost of the BWTS was accounted as major improvement and was capitalized to vessels’ cost and will be depreciated over the remaining useful life of each vessel. Amounts paid for the additions are included in “Ballast water treatment system installation” under “Cash flows used in investing activities” in the consolidated statements of cash flows.

As of December 31, 2023, all vessels comprising the Partnership’s fleet were first priority mortgaged as collateral to secure the \$675 Million Credit Facility, further discussed in Note 5.

5. Long-Term Debt:

The amounts shown in the accompanying consolidated balance sheets are analyzed as follows:

Debt instruments	Borrowers-Issuers	Year Ended December 31,	
		2023	2022
	Fareastern Shipping Limited, Pegasus Shipholding S.A., Lance Shipping S.A., Seacrown Maritime Ltd., Navajo Marine Limited, Solana Holding Ltd.	420,642	499,912
\$675 Million Credit Facility		420,642	499,912
Total debt		\$ 420,642	\$ 499,912
Less deferred financing fees		(1,058)	(2,879)
Total debt, net of deferred finance costs		\$ 419,584	\$ 497,033
Less current portion, net of deferred financing fees		\$ (419,584)	\$ (46,252)
Long-term debt, net of current portion and deferred financing fees		\$ —	\$ 450,781

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5. Long-Term Debt (continued):

\$675 Million Senior Secured Term Loan Facility (\$675 Million Credit Facility)

On September 18, 2019, Fareastern Shipping Limited, Pegasus Shipholding S.A., Lance Shipping S.A., Seacrown Maritime Ltd., Navajo Marine Limited and Solana Holding Ltd., wholly owned by the Partnership, as co-borrowers, entered into a syndicated \$675.0 million senior secured term loan, the \$675 Million Credit Facility, with leading international banks. On September 25, 2019, the amount of \$675.0 million was drawn under the \$675 Million Credit Facility and the Partnership repaid in full the indebtedness outstanding under the \$480 Million Senior Secured Term Loan Facility of \$470.4 million; and on October 30, 2019, the remaining amount of \$204.6 million plus cash on hand was used to repay the \$250 Million Senior Unsecured Notes due 2019.

The \$675 Million Credit Facility is secured by, among other things, first priority mortgages on the six LNG vessels in the Partnership's fleet, and is repayable over five years in 20 consecutive quarterly payments plus a balloon payment in the fifth year. Since its inception and until June 28, 2023, the \$675 Million Credit Facility bore interest at U.S. LIBOR plus 3.00% margin. Effective June 28, 2023 the \$675 Million Credit Facility bears interest at U.S. SOFR plus 3.00% margin.

The \$675 Million Credit Facility contained financial covenants that require the Partnership to:

- meet a specified minimum ratio of Cash and Cash Equivalents to Total Liabilities;
- meet a specified maximum ratio of Total Liabilities to the Market Value Adjusted Total Assets; and
- maintain a minimum liquidity of \$50.0 million in a restricted Cash Collateral Account.

The \$675 Million Credit Facility restricts the Partnership from declaring or making any distributions to its common unit-holders while borrowings are outstanding. Scheduled distributions to the preferred unit-holders under the existing Series A Preferred Units and Series B Preferred Units are not restricted provided there is no event of default while the \$675 Million Credit Facility remains outstanding.

The \$675 Million Credit Facility also contains covenants that require the Partnership to:

- prevent the direct or indirect use of any of its mortgaged vessels by, or for the benefit of, any Prohibited Person or any person owned or controlled by any Prohibited Person in accordance with country-wide or territory wide Sanctions;
- procure that no proceeds, funds or benefit from any activity or dealing with or involving a Prohibited Person will be used in discharging any obligation due to its lenders;
- enter into an approved time charter commitment following the cancellation, rescission, frustration or withdrawal from the original charter party, if a vessel is withdrawn from service under a time charter before the time charter's scheduled expiration, which in the opinion of the Agent of the \$675 Million Credit Facility will be under not less favorable terms to the Partnership and the Lenders than those of the original charter party.

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5. Long-Term Debt (continued):

On April 6, 2022, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) designated Amsterdam Trade Bank NV (“ATB”) as a Specially Designated National (“SDN”) pursuant to Executive Order 14024. ATB was among several lenders to the Partnerships’ \$675 Million Credit Facility. On April 22, 2022, ATB was declared bankrupt by the District Court of Amsterdam whereby the court appointed certain bankruptcy trustees (“Bankruptcy Trustees”). On July 12, 2022 the Department of the Treasury (Washington, D.C. 20220) issued License No. RUSSIA-EO14024 2022 921484 1 to the Bankruptcy Trustees which authorized the Bankruptcy Trustees to engage in all transactions ordinarily incident and necessary to the wind down of transactions with ATB. (“Specific License”).

On October 11, 2022, and pursuant to the Specific License, the Partnership and all Lenders of the \$675 Million Credit Facility (including the Bankruptcy Trustees on behalf of ATB) entered into a Supplemental Agreement to the \$675 Million Credit Facility and a Deed of Retirement. Pursuant to their terms, among other things:

- (i) the Partnership made a voluntary prepayment of \$18,730, which was effected on October 12, 2022 and applied in prepayment of the entire participation of ATB to the \$675 Million Credit Facility, including all principal, interest, and costs owing by the Partnership as borrower to ATB;
- (ii) the principal amount of \$2,195 due to ATB that was not paid, was waived and forgiven;
- (iii) ATB was retired as Arranger and as Lender under the \$675 Million Credit Facility;
- (iv) an amount equal to the prepayment amount was released from the Cash Collateral Account in order to make the prepayment to ATB referred to above; and
- (v) the Agent will apply to the relevant Sanctions Authority in the United States for the return to the Partnership of the amount which was paid by the Partnership to the Agent between March 2022 and September 2022 in relation to the principal and interest repayments for ATB and which are currently blocked by the Agent due to the application of Sanctions.

On the date of repayment, the Partnership recognized a gain on debt extinguishment of \$2,072 in the Consolidated Statements of Income according to the debt extinguishment guidance of ASC 470-50 “Debt Modifications and Extinguishments.” The gain on debt extinguishment of \$2,072 resulted from: a) the gain in relation to the principal amount of \$2,195 which was waived and forgiven further to the Deed of Retirement, as mentioned above, and b) the write-off of the amount of \$123 of unamortized debt discounts attributable to the debt of ATB.

The amount of \$1,789 which was paid by the Partnership to the Agent between March 2022 and September 2022 in relation to the principal and interest repayments for ATB (“Blocked Funds”) and which is currently blocked by the Agent due to the application of Sanctions, is included in Other receivables, non-current in the Consolidated Balance Sheets. The Partnership considers the Blocked Funds to be recoverable following the issuance of the license by OFAC for the release of the Blocked Funds by the Agent.

On March 27, 2023, the Partnership obtained approval from all Lenders of the \$675 Million Credit Facility for the following:

- (i) to make a voluntary prepayment of \$31.3 million, which was effected on March 27, 2023, following the release of the funds standing to the credit of the Cash Collateral Account, which was presented as Non-current Restricted Cash in the Consolidated Balance Sheet as of December 31, 2022. This amount was applied in inverse order of maturity of the \$675 Million Credit Facility by reducing the balloon payment; and
- (ii) the removal of the requirement for the maintenance of \$31.3 million in the Cash Collateral Account.

On the date of prepayment of the \$31.3 million, the Partnership recognized a loss on debt extinguishment of \$154 in the Consolidated Statements of Income according to the debt extinguishment guidance of ASC 470-50 “Debt Modifications and Extinguishments”. The loss on debt extinguishment of \$154 resulted from: the write-off of the unamortized debt discounts attributable to the portion of the \$675 Million Credit Facility that was extinguished.

On June 26, 2023, the Partnership and all Lenders of the \$675 Million Credit Facility entered into a Supplemental Agreement to the \$675 Million Credit Facility (“the Second supplemental agreement”). Pursuant to its terms, among other things:

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5. Long-Term Debt (continued):

- (i) the abovementioned prepayment was incorporated in the security documents; and
- (ii) the rate of interest was amended in order to reflect the transition to a risk-free rate.

As of December 31, 2023, the Partnership was in compliance with all financial and non-financial covenants prescribed in its \$675 Million Credit Facility. As also discussed in Note 1, currently imposed sanctions due to the Russian conflicts with Ukraine, do not affect the Partnership's compliance with terms imposed by its \$675 Million Credit Facility.

The annual principal payments for the Partnership's outstanding \$675 Million Credit Facility as at December 31, 2023, required to be made after the balance sheet date were as follows:

Year ending December 31,	Amount
2024	420,642
Total long-term debt	\$ 420,642

The weighted average interest rate on the Partnership's long-term debt for the years ended December 31, 2023, 2022 and 2021, was 8.07%, 4.65% and 3.1%, respectively.

Total interest incurred on long-term debt for the years ended December 31, 2023, 2022 and 2021, amounted to \$37,387, \$25,661 and \$18,762, respectively, and is included in Interest and finance costs (Note 10) in the accompanying consolidated statements of income.

In order to finance the repayment of the remaining amount outstanding under the \$675 Million Credit Facility, the Partnership has signed a term sheet with China Development Bank Financial Leasing Co. Ltd. ("CDBL") for the sale and leaseback arrangement of four of its' six LNG carriers in an amount of up to \$345.0 million (Note 13 c). The financing has received counterparty credit approval and is subject to the execution of definitive documentation and the satisfaction of customary closing conditions. The transaction is expected to close in the second quarter of 2024. The Partnership intends to use the proceeds from this new financing, together with other sources of liquidity, to fully repay the \$675 Million Credit Facility that is scheduled to mature in September 2024.

6. Fair Value Measurements:

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

- **Cash and cash equivalents, trade accounts receivable, amounts due from/to related parties and trade accounts payable:** The carrying values reported in the accompanying consolidated balance sheets for those financial instruments (except for the fair value of non-current portion of amounts due from related party) are considered Level 1 items as they represent liquid assets and liabilities with short-term maturities and are reasonable estimates of their fair values. The carrying value of these instruments is separately reflected in the accompanying consolidated balance sheets. The fair value of the non-current portion of the amounts due from related parties and other receivables, non-current, determined through Level 3 inputs of the fair value hierarchy by discounting future cash flows using the Partnership's estimated cost of capital of 7.1584%, is \$832 as of December 31, 2023, compared to their carrying value of \$1,350 as of the same date.
- **Long-term debt:** The \$675 Million Credit Facility discussed in Note 5, has an approximate recorded value due to the variable interest rate payable and is thus considered a Level 2 item in accordance with the fair value hierarchy as LIBOR rates are observable at commonly quoted intervals for the full terms of the loans. The fair value of the \$675 Million Credit Facility approximates its recorded value, due to its variable interest rates.

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6. Fair Value Measurements (continued):

- **Derivative financial instrument:** Derivative instruments are recorded at their fair value on a recurring basis. These fair values are determined through Level 2 inputs of the fair value hierarchy, which are derived principally from interest rates, yield curves and other items that allow values to be determined.

A fair value hierarchy that prioritizes the inputs used to measure fair value has been established by Generally Accepted Accounting Principles. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

- Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2: Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active or other inputs that are observable or can be corroborated by observable market data; and
- Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the determination of the fair value of the assets or liabilities.

The following table summarizes the hierarchy for determining and disclosing the fair value of assets and liabilities by valuation technique on a recurring basis as of the valuation date.

Recurring measurements:	Significant Other Observable Inputs (Level 2)	
	December 31, 2023	December 31, 2022
Interest rate swaps	\$ 15,631	\$ 34,877

7. Commitments and Contingencies:

(a) Long-term leases:

The Partnership employs its vessels under time charter contracts. Certain of its time charters provide for variable lease payments, escalating lease payments, charterers' options to extend the lease terms, termination clauses and charterers' options to purchase the underlying assets. The Partnership, in order to calculate future minimum contracted lease payments, has assessed all the relevant factors that create an economic incentive for the lessee to be reasonably certain to exercise lease renewal, termination or purchase options.

As at December 31, 2023, two of the Partnership's time charters contain escalating lease payments and two of its time charters contain both fixed lease and variable lease payments. The variable lease payments relate to services and executory costs (the "Opex Lease Element"). The Opex Lease Element is determined on a cost pass through basis on the vessel's actual operating expenses for each applicable year. Under time charters, the vessels are employed for a specific period of time in accordance with the terms of each agreement. Normally, the charterer has the option to redeliver the vessel to the owner in a period that varies a few days more or less from the contractual termination date. For certain of its time charters, the Partnership has provided to its charterers, the option to extend the lease term for additional periods under the same or different terms. The options are exercised close to the original termination dates.

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7. Commitments and Contingencies (continued):

Specifically, as at December 31, 2023 under two of its time charters, the charterer has the option to extend the original lease term by three consecutive periods of five years, the first declared at the original termination date and each of the two remaining at or close to the termination of each option period. Certain time charters are subject to the satisfaction of important conditions, which, if not satisfied, or waived by the charterer, may result in their cancellation or amendment and in such case the Partnership may not receive the contracted revenues thereunder.

The Partnership assessed the respective termination clauses and concluded that the lease term is not affected. In addition, under certain time charters and, upon certain circumstances triggering a sanctions event, as defined therein, the charterers have the option to purchase the vessels unless the Partnership can remediate such event.

The Partnership's maturity analysis of future minimum contracted lease payments (excluding variable lease payments) under its non-cancelable long-term time charter contracts, as of December 31, 2023, gross of brokerage commissions, without taking into consideration any assumed off-hire days (including those arising out of periodical class survey requirements), is as analyzed below:

<u>Year ending December 31,</u>	<u>Amount</u>
2024	146,043
2025	141,818
2026	143,415
2027	144,252
2028 and thereafter	449,443
Total	\$ 1,024,971

(b) Legal Proceedings:

Various claims, suits, and complaints, including those involving government regulations and product liability, arise in the ordinary course of the shipping business. In addition, losses may arise from disputes with charterers, agents, insurance and other claims with suppliers relating to the operations of the Partnership's vessels.

Currently, management is not aware of any such claims not covered by insurance or contingent liabilities which should be disclosed (other than that referred below) or for which a provision should be established in the accompanying consolidated financial statements. The Partnership accrues for the cost of environmental liabilities when management becomes aware that a liability is probable and is then able to reasonably estimate the probable exposure. Currently, management is not aware of any such claims or contingent liabilities, which should be disclosed, or for which a provision should be established in the accompanying consolidated financial statements. The Partnership is covered in the event of any liabilities associated with the individual vessels' actions up to the maximum limits as provided for by the Protection and Indemnity (P&I) Clubs, members of the International Group of P&I Clubs.

(c) Technical and Commercial Management Agreement:

As further disclosed in Note 3, the Partnership has contracted with Dynagas Ltd. for the provision of commercial, administrative and technical management of its vessels pursuant to the Master Agreement.

- a) For the commercial services provided under the Master Agreement, the Partnership pays a commission of 1.25% over the charter-hire revenues arranged by the Manager, which will survive the termination of the agreement until the termination of each charter party in force at such time. The estimated commission payable to the Manager over the minimum contractual charter revenues, discussed under (a) above, is \$12,812.
- b) Management fees for the period from January 1, 2024 to the date of the expiration of the agreements on December 31, 2030, adjusted for the 3% annual inflation in accordance with the terms of the Management Agreements, are estimated to amount to \$50,465.

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8. Partners' Equity:

Series A Preferred Units:

On July 20, 2015, the Partnership concluded an underwritten public offering of 3,000,000 9% Series A Preferred Units, representing limited partner interests in the Partnership, at a liquidation preference of \$25.00 per unit. The Partnership received \$72.3 million of proceeds from this offering, net of the \$2.4 million underwriting discount and incurred offering expenses of \$0.3 million.

Series B Preferred Units:

On October 23, 2018, the Partnership concluded the underwritten public offering of 2,200,000 Series B Preferred Units, representing limited partner interests in the Partnership, at a liquidation preference of \$25.00 per unit. The Partnership received net proceeds of \$53.0 million from this offering, after deducting underwriters' discounts and commissions and offering expenses, which amounted to \$2.0 million.

Concurrently with the conclusion of the Series B Preferred Units Public Offering, the Partnership entered into the Limited Partnership Agreement in order to, among others, conform its provisions to the terms and provisions related to the issuance of the Series B Preferred Units and to remove references to subordinated units and subordinated period that are no longer in effect.

As of December 31, 2023, the Partnership had 36,802,247 common units, 15,595,000 of which are owned by the Sponsor, 3,000,000 Series A Preferred Units, 2,200,000 Series B Preferred Units and 35,526 general partner units issued and outstanding.

Common and General Partner unit distribution provisions:

The Partnership pays distributions in the following manner:

- *first*, 100% to the holders of common units and to the General Partner in accordance with their relative percentage interests, until the distributed amount in respect of each common unit equals the minimum quarterly distribution; and
- *second*, 100% to the holders of common units and to the General Partner in accordance with their relative percentage interests, until each unit has received an aggregate distribution of a specified dollar amount.

The percentage allocations of available cash from operating surplus among the common unitholders, the General Partner and the holders of the incentive distribution rights up to the various target distribution levels are illustrated below. The percentage interests shown for the common unitholders, the General Partner 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. The percentage interests shown for our General Partner include its 0.1% General Partner interest only and assumes that our General Partner has contributed any capital necessary to maintain its 0.1% General Partner interest. Under the Limited Partnership Agreement, the holder of the incentive distribution rights in the Partnership, which is currently the General Partner, has the right to receive an increasing percentage of cash distributions after the first target distribution level.

	Total Quarterly Distribution Target Amount	Unitholders	General Partner	Holders of IDRs
Minimum Quarterly Distribution	\$0.365	99.9 %	0.1 %	0.0 %
First Target Distribution	up to \$0.420	99.9 %	0.1 %	0.0 %
Second Target Distribution	above \$0.420 up to \$0.456	85.0 %	0.1 %	14.9 %
Third Target Distribution	Above \$0.456 up to \$0.548	75.0 %	0.1 %	24.9 %
Thereafter	above \$0.548	50.0 %	0.1 %	49.9 %

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8. Partners' Equity (continued):

Preferred Units distribution and redemption provisions:

Distributions on the Series A Preferred Units are cumulative from the date of original issue and are payable quarterly on February 12, May 12, August 12 and November 12, of each year, when, as and if declared by the Partnership's Board of Directors out of amounts legally available for such purpose. Distributions are payable at a distribution rate of 9.00% per annum of the stated liquidation preference.

Any time on or after August 12, 2020, the Series A Preferred Units may be redeemed, in whole or in part, at the Partnership's option, out of amounts legally available for such purpose, at a redemption price of \$25.00 per unit plus an amount equal to all accumulated and unpaid distributions thereon to the date of redemption, whether or not declared. No Series A Preferred Units were redeemed as of December 31, 2023 and 2022.

Distributions on the Series B Preferred Units are cumulative from the date of original issue and are payable quarterly on February 22, May 22, August 22 and November 22, of each year, when, as and if declared by the Partnership's Board of Directors out of amounts legally available for such purpose. Furthermore, distributions on the Series B Preferred Units are payable (i) from and including the original issue date to, but excluding, November 22, 2023 at a fixed rate equal to 8.75% per annum of the stated liquidation preference per unit and (ii) from and including November 22, 2023 at a floating rate equal to the Term Secured Overnight Financing Rate for the applicable three month tenor published by the Chicago Mercantile Exchange plus the Credit Adjusted Three-Month CME Term SOFR plus a spread of 5.593% per annum of the stated liquidation preference per unit.

At any time on or after November 22, 2023, the Series B Preferred Units may be redeemed, in whole or in part, at the Partnership's option, out of amounts available for such purpose, at a redemption price of \$25.00 per unit plus an amount equal to all accumulated and unpaid distributions thereon to the date of redemption, whether or not declared.

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8. Partners' Equity (continued):

The Series A Preferred Units and the Series B Preferred Units represent perpetual equity interests in the Partnership, unlike the Partnership's indebtedness, do not give rise to a claim for payment of a principal amount at a particular date. The Series A Preferred Units rank pari passu with the Series B Preferred Units. Both the Series A Preferred Units and the Senior B Preferred Units rank senior to the Partnership's common units and to each other class or series of limited partner interests or other equity established after the original issue date of the Series A Preferred Units and the Series B Preferred Units that is not expressly made senior to or on a parity with the Series A Preferred Units and the Series B Preferred Units as to payment of distributions. The Series A Preferred Units and the Series B Preferred Units are rank junior to all of the Partnership's existing and future indebtedness. The interests of the holders of Series A Preferred Units or Series B Preferred Units could be diluted by the issuance of additional preferred units, including additional Series A Preferred units or Series B Preferred Units, and by other transactions.

Common unit distributions:

No quarterly cash distributions to Common unitholders were made with respect to fiscal year 2023 and 2022.

Series A Preferred unit distributions:

On January 20, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.5625 per unit on its Series A Preferred Units for the period from November 12, 2022 to February 11, 2023. The cash distribution was paid on February 13, 2023, to all Series A preferred unitholders of record as of February 6, 2023.

On April 20, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.5625 per unit on its Series A Preferred Units for the period from February 12, 2023 to May 11, 2023. The cash distribution was paid on May 12, 2023, to all Series A preferred unitholders of record as of May 5, 2023.

On July 21, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.5625 per unit on its Series A Preferred Units for the period from May 12, 2023 to August 11, 2023. The cash distribution was paid on August 14, 2023, to all Series A preferred unitholders of record as of August 7, 2023.

On November 2, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.5625 per unit on its Series A Preferred Units for the period from August 12, 2023 to November 11, 2023. The cash distribution was paid on November 13, 2023, to all Series A preferred unitholders of record as of November 6, 2023.

Series B Preferred unit distributions:

On January 31, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.546875 per unit on its Series B Preferred Units for the period from November 22, 2022 to February 21, 2023. The cash distribution was paid on February 22, 2023, to all Series B preferred unitholders of record as of February 15, 2023.

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8. Partners' Equity (continued):

Series B Preferred unit distributions: (continued)

On April 27, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.546875 per unit on its Series B Preferred Units for the period from February 22, 2023 to May 21, 2023. The cash distribution was paid on May 22, 2023, to all Series B preferred unitholders of record as of May 15, 2023.

On July 31, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.546875 per unit on its Series B Preferred Units for the period from May 22, 2023 to August 21, 2023. The cash distribution was paid on August 22, 2023, to all Series B preferred unitholders of record as of August 15, 2023.

On November 2, 2023, the Partnership's Board of Directors declared a cash distribution of \$0.546875 per unit on its Series B Preferred Units for the period from August 22, 2023 to November 21, 2023. The cash distribution was paid on November 22, 2023, to all Series B preferred unitholders of record as of November 15, 2023.

General Partner Distributions:

During all years ended December 31, 2023, 2022 and 2021, the Partnership paid to its General Partner and holder of the incentive distribution rights in the Partnership an amount of nil.

At the market equity program:

On July 2, 2020, the Partnership entered into an ATM Sales Agreement (the "Original Agreement") for the offer and sale of common units representing limited partnership interests, having an aggregate offering price of up to \$30.0 million. On August 19, 2020, the Partnership terminated the above mentioned ATM Sales Agreement and entered into an amended and restated ATM Sales Agreement (the "A&R Sales Agreement"), for the offer and sale of common units representing limited partnership interests, having an aggregate offering price of up to \$30.0 million.

During the year ended December 31, 2021, the Partnership issued and sold 1,189,667 of common units resulting in net proceeds of \$3.3 million under the A&R Sales Agreement. No common units were sold under the A&R Sales Agreement during the year ended December 31, 2023 and 2022.

9. Earnings/(Loss) per Unit:

The Partnership calculates earnings/ (loss) per unit by allocating distributed and undistributed net income/ (losses) for each period to common and general partner units, after adjusting for the effect of preferred distributions, only to the extent that they are earned.

Any undistributed earnings for the period are allocated to the various unitholders based on the distribution waterfall for cash available for distribution specified in the Limited Partnership Agreement, as generally described in Note 8 above. Where distributions relating to the period are in excess of earnings, the deficit is also allocated according to the cash distribution model. The sum of the distributed amounts and the allocation of the undistributed earnings or deficit to each class of unitholders is divided by the weighted average number of units outstanding during the period. Diluted earnings per unit, if applicable, reflects the potential dilution that could occur if potentially dilutive instruments were exercised, resulting in the issuance of additional units that would then share in the Partnership's net earnings. The Partnership had no dilutive instruments in the years ended December 31, 2023, 2022 and 2021.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

9. Earnings/(Loss) per Unit (continued):

The calculations of the basic and diluted earnings per common unit are presented below:

	Year ended December 31,		
	2023	2022	2021
Partnership's Net income	\$ 35,872	\$ 54,010	\$ 53,260
<i>Less:</i>			
Net Income attributable to preferred unitholders	11,563	11,563	11,563
General Partner's interest in Net Income	24	42	41
Net income/(loss) attributable to common unitholders	\$ 24,285	\$ 42,405	\$ 41,656
Weighted average number of common units outstanding, basic and diluted	36,802,247	36,802,247	36,504,120
Earnings/ (Losses) per common unit, basic and diluted	\$ 0.66	\$ 1.15	\$ 1.14

10. Interest and Finance Costs:

The amounts in the accompanying consolidated statements of income are analyzed as follows:

	Year ended December 31,		
	2023	2022	2021
Interest expense (Note 5)	\$ 37,387	\$ 25,661	\$ 18,762
Amortization of deferred financing fees	1,667	2,032	2,285
Other	156	218	373
Total	\$ 39,210	\$ 27,911	\$ 21,420

11. Derivative financial instrument:

On May 7, 2020, the Partnership entered into a floating to fixed interest rate swap transaction for the purpose of managing its exposure to LIBOR variability that the Partnership has under the \$675 Million Credit Facility. The swap transaction, which is effective from June 29, 2020, provides for a fixed 3-month LIBOR rate of 0.41% based on notional values that reflect the amortization schedule of 100% of the Partnership's debt outstanding under its \$675 Million Credit Facility, until the \$675 Million Credit Facility matures in September 2024. The swap agreement did not meet hedge accounting criteria and, therefore, changes in its fair value are reflected in earnings. On June 21, 2023 the Partnership signed an agreement with its counterparty for the replacement of the abovementioned fixed 3-month LIBOR rate with the fixed 3-month SOFR rate due to the discontinuation of the LIBOR.

As of December 31, 2023 and 2022, the outstanding notional amount of Partnership's interest rate swap was \$471.0 million and \$519.0 million, respectively. The fair value of this interest rate swap outstanding at December 31, 2023 and 2022 amounted to an asset of \$15,631 and \$34,877 (Note 6), respectively, and is included in Derivative financial instrument in accompanying consolidated balance sheet as presented in the table below.

As of December 31, 2023, 2022 and 2021, the Partnership recognized a gain on derivative financial instrument of \$5.3 million, \$33.7 million and \$10.1 million respectively, which is included in Gain on derivative financial instrument in the accompanying consolidated statements of income as presented in the table below.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

11. Derivative financial instrument (continued):

The realized gain/ (loss) on non-hedging interest rate swaps included in Gain on derivative financial instrument which is presented in the Consolidated Statements of Income, amounted to a gain of \$24.6 million and \$7.4 million for the year ended December 31, 2023, 2022, respectively, and a loss of \$1.4 million for the year ended December 31, 2021.

Tabular Disclosure of Derivatives Location

Derivatives are recorded in the balance sheet on a net basis by counterparty when a legal right of setoff exists. The following tables present information with respect to the fair values of the derivative instrument reflected in the balance sheet on a gross basis by transaction. The tables also present information with respect to gains on derivative positions reflected in the Statement of Comprehensive Income.

Derivative Instruments not designated as hedging instruments – Balance Sheet Location

Derivative	Balance Sheet Location	2023		2022	
		Assets	Liabilities	Assets	Liabilities
Interest rate swap	Derivative financial Instruments, Current	\$ 15,631	—	\$ 22,544	—
Interest rate swap	Derivative financial Instruments, non- Current	—	—	12,333	—
Total		\$ 15,631	—	\$ 34,877	—

Derivatives Instruments not designated as Hedging Instruments – Net effect on the Consolidated Statements of Comprehensive Income

Derivative	Net Realized and Unrealized Gain Recognized on Statement of Comprehensive Income Location	Amount		
		2023	2022	2021
Interest rate swap	Gain on derivative instruments	\$ 5,267	\$ 33,655	10,104
Total		\$ 5,267	\$ 33,655	10,104

12. Taxes:

Under the laws of the countries of the Partnership and its subsidiaries' incorporation and / or vessels' registration, the Partnership and its subsidiaries are not subject to tax on international shipping income; however, they are subject to registration and tonnage taxes, which are included in Vessel operating expenses in the accompanying consolidated statements of income. In addition, effective January 1, 2013, each foreign flagged vessel managed in Greece by Greek or foreign ship management companies is subject to Greek tonnage tax, under the laws of the Hellenic Republic. The technical manager of the Partnership's vessels, Dynagas Ltd., an affiliate (Note 3(a)) which is established in Greece under Greek Law 89/67 is responsible for the filing and payment of the respective tonnage tax on behalf of the Partnership. These tonnage taxes for the years ended December 31, 2023, 2022 and 2021, amounted \$432, \$338 and \$317, respectively and are included in Vessel operating expenses in the accompanying consolidated statements of income.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

12. Taxes (continued):

Pursuant to the Internal Revenue Code of the United States (the “Code”), U.S. source income from the international operations of ships is generally exempt from U.S. tax if the Partnership operating the ships meets both of the following requirements: (a) the Partnership is organized in a foreign country that grants an equivalent exception to corporations organized in the United States and exempts the type of income earned by the vessel owning Partnership and (b) either (i) more than 50% of the value of the Partnership’s stock is owned, directly or indirectly, by individuals who are “residents” of the Partnership’s country of organization or of another foreign country that grants an “equivalent exemption” to corporations organized in the United States (50% Ownership Test) or (ii) the Partnership’s stock is “primarily and regularly traded on an established securities market” in its country of organization, in another country that grants an “equivalent exemption” to United States corporations, or in the United States (Publicly-Traded Test). Additionally, the Partnership must meet all of the documentation requirements as outlined in the regulations.

The Partnership and each of its subsidiaries expects to qualify for this statutory tax exemption for the 2023, 2022 and 2021 taxable years, and the Partnership takes this position for United States federal income tax return reporting purposes. In the absence of an exemption under Section 883, based on its U.S. source shipping income, for 2023, 2022 and 2021, the Partnership would be subject to U.S. federal income tax of approximately \$10, \$3 and 235, respectively.

13. Subsequent Events:

- (a) **Quarterly Series A Preferred unit cash distribution:** On January 19, 2024, the Partnership’s Board of Directors declared a cash distribution of \$0.5625 per unit on its Series A Preferred Units for the period from November 12, 2023 to February 11, 2024. The cash distribution was paid on February 12, 2024, to all Series A preferred unitholders of record as of February 5, 2024.
- (b) **Quarterly Series B Preferred unit cash distribution:** On January 31, 2024, the Partnership’s Board of Directors declared a cash distribution of \$0.71764025 per unit on its Series B Preferred Units for the period from November 22, 2023 to February 21, 2024. The cash distribution was paid on February 22, 2024, to all Series B preferred unitholders of record as of February 14, 2024.
- (c) **Term Sheet for New Lease Financing:** On March 14, 2024, the Partnership entered into a term sheet with China Development Bank Financial Leasing Co. Ltd. (“CDBL”) setting forth indicative terms and conditions for a sale and leaseback arrangement for four of its vessels, the OB River, the Clean Energy, the Amur River, and the Arctic Aurora in an amount up to \$345,000 (the “Lease Financing”). According to the agreed terms, the Partnership will sell and charter back on a bareboat basis the four vessels. At the end of the bareboat charter period, the Partnership will have the obligation to repurchase the vessels at a predetermined price. The Lease Financing is subject to the execution of definitive documentation and the satisfaction of customary closing conditions. The Partnership intends to use the proceeds from the Lease Financing, together with other sources of liquidity, to fully repay the \$675 Million Credit Facility, which matures in September 2024.

DYNAGAS LNG PARTNERS LP
Notes to the Consolidated Financial Statements December 31, 2023
(Expressed in thousands of U.S. Dollars—except for unit and per unit data, unless otherwise stated)

13. Subsequent Events: (Continued)

- (d) **Receipt of Insurance Proceeds:** On April 2, 2024, the Partnership received the amount of \$2,769 for the settlement of the claim, from the hull and machinery and loss of hire insurance, net of commissions and adjusters' fees, relating to certain damage sustained by the *Clean Energy*. The provision of \$2,881 for the abovementioned claim had been presented in Other Income in the accompanying consolidated statements of income as of December 31, 2023.
- (e) **Quarterly Series A Preferred unit cash distribution:** On April 21, 2024, the Partnership's Board of Directors declared a cash distribution of \$0.5625 per unit on its Series A Preferred Units for the period from February 12, 2024 to May 11, 2024. The cash distribution will be paid on May 13, 2024, to all Series A preferred unitholders of record as of May 6, 2024.

Dated 26 June 2023

**THE ENTITIES LISTED IN SCHEDULE 1
as Borrowers**

arranged by

**CITIBANK, N.A., LONDON BRANCH
CREDIT SUISSE AG
KfW IPEX-BANK GmbH
DEUTSCHE BANK AG (formerly acting through its branch DEUTSCHE BANK AG FILIALE
DEUTSCHLANDGESCHÄFT)
and
ALPHA BANK S.A.
as mandated lead arrangers**

and

**E. SUN COMMERCIAL BANK, LTD.
(INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY),
HONG KONG BRANCH
as arranger**

with

**CITIBANK EUROPE PLC, UK BRANCH
as Agent**

**CITIBANK, N.A., LONDON BRANCH
as Security Agent**

guaranteed by

THE ENTITIES LISTED IN SCHEDULE 1

**SECOND SUPPLEMENTAL AGREEMENT
relating to a Facility Agreement
dated 18 September 2019**

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT is dated 26 June 2023 and made **BETWEEN**:

- (1) **THE ENTITIES** listed in Schedule 1 (*The Parties*) as borrowers (the **Borrowers**);
- (2) **DYNAGAS LNG PARTNERS LP** as parent (the **Parent**);
- (3) **THE ENTITIES** listed in Schedule 1 (*The Parties*) (including the Parent) as guarantors (the **Guarantors**);
- (4) **DYNAGAS LTD.** of 80 Broad Street, Monrovia, Liberia (the **Manager**);
- (5) **CITIBANK, N.A., LONDON BRANCH, CREDIT SUISSE AG, KfW IPEX-BANK GmbH** as mandated lead arrangers, as co-ordinators, as underwriters and as bookrunners, **DEUTSCHE BANK AG (formerly acting through its branch DEUTSCHE BANK AG FILIALE DEUTSCHLANDGESCHÄFT)** and **ALPHA BANK S.A.** as mandated lead arrangers and **E. SUN COMMERCIAL BANK, LTD. (INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY), HONG KONG BRANCH** as arranger (whether acting individually or together, the **Arranger**);
- (6) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The Parties*) as lenders (the **Lenders**);
- (7) **CITIBANK EUROPE PLC, UK BRANCH** as agent of certain of the other Finance Parties (the **Agent**); and
- (8) **CITIBANK, N.A., LONDON BRANCH** as security agent and trustee for itself and on behalf of the other Finance Parties (the **Security Agent**).

WHEREAS:

- (A) this Agreement is supplemental to a facility agreement dated 18 September 2019 as amended by a first supplemental agreement dated 11 October 2022 (together, the **Original Facility Agreement**) and made between (among others) (1) the Borrowers, (2) the Guarantors, (3) the Agent, (4) the Security Agent and (5) the Lenders, relating to a loan facility of up to (originally) \$675,000,000, of which the principal amount outstanding at the date hereof is \$456,642,443.83 ;
- (B) on 27 March 2023 (the **Prepayment Date**) the Borrowers (following prior approval of all the Lenders and at the Borrower's request) (a) prepaid part of the Loan in an amount of \$31,269,876.17 which was applied towards reduction of the Balloon Instalment and (b) used the credit balance of the Cash Collateral Account in order to effect such prepayment;
- (C) the Borrowers and the Guarantors have requested the Finance Parties to agree to certain amendments to the rate of interest applicable to the Loan to reflect transition to a risk free rate; and
- (D) this Agreement sets out the terms and conditions upon which the Finance Parties agree to the amendments and changes referred to in paragraph (C) above and certain other amendments and changes referred to in clause 3, notwithstanding any provisions of the Finance Documents to the contrary.

NOW IT IS HEREBY AGREED as follows:

1 Definitions

1.1 Defined expressions

Words and expressions defined in the Original Facility Agreement shall, unless the context otherwise requires or unless otherwise defined herein, have the same meanings when used in this Agreement.

1.2 Definitions

In this Agreement, unless the context otherwise requires:

Effective Date means the date, no later than 28 June 2023, on which the Agent has notified the Borrowers that it has received the documents and evidence specified in clause 5 (*Conditions*) and in Schedule 2 (*Documents and evidence required as conditions precedent*) in a form and substance satisfactory to it.

Facility Agreement means the Original Facility Agreement, as amended and restated by this Agreement.

Mortgage Amendment means, in relation to each Ship flying the Marshall Islands flag, the amendment made or (as the context may require) to be made between the relevant Borrower and the Security Agent in relation to the relevant first preferred Marshall Islands mortgage over such Ship in the agreed form.

Party means a party to this Agreement.

Relevant Documents means this Agreement, each Mortgage Amendment and any other document executed and delivered by any Relevant Party to the Agent in relation to this Agreement.

Relevant Party means each of the Borrowers, the Guarantors and the Manager or any other person who may at any time be a party to any of the Relevant Documents (other than the Finance Parties) and **Relevant Parties** means any or all of them.

1.3 Interpretation of the Facility Agreement

References in the Original Facility Agreement to **this Agreement**, shall, with effect from the Effective Date and unless the context otherwise requires, be references to the Original Facility Agreement as amended, supplemented and restated by this Agreement, and words such as **herein, hereof, hereunder, hereafter, hereby** and **hereto**, where they appear in the Original Facility Agreement, shall be construed accordingly.

1.4 Headings

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.

1.5 Incorporation of other terms and certain references

Clauses 1.2 (*Construction*) and 1.4 (*Third party rights*) of the Original Facility Agreement shall be deemed to be incorporated into this Agreement in full, *mutatis mutandis*.

1.6 Designation as Finance Document

The Parties agree that this Agreement is and shall be designated a Finance Document.

2 Consent of the Finance Parties

2.1 Agreement

The Finance Parties (excluding the Security Agent), relying upon the representations, warranties and undertakings on the part of the Relevant Parties contained in clause 4 (*Representations and warranties*), agree with the Relevant Parties irrevocably, but subject to the terms and conditions of this Agreement and in particular, but without prejudice to the generality of the foregoing, fulfilment on or before 28 June 2023 of the conditions contained in clause 5 (*Conditions*) and in

Schedule 2 (*Documents and evidence required as conditions precedent*), with effect on and from the Effective Date:

- (a) to the prepayment of the Loan made on the Prepayment Date, its manner of application and the use of the credit balance of the Cash Collateral Account for that purpose, each as referred to in Recital (B); and
- (b) to the amendments to the Original Facility Agreement on the terms set out in clause 3 (*Amendments to the Original Facility Agreement*).

2.2 Effective Date

Notwithstanding clause 2.1 (*Agreement*), all the changes made in the Original Facility Agreement relating to interest rate, interest payment, interest periods and interest rate fixing (including, without limitation, clauses 7.5 (*Voluntary prepayment*), 9 (*Interest*), 10 (*Interest Periods*) and 11 (*Changes to the calculation of interest*), schedules 9 (*Reference Rate Terms*), 10 (*Daily Non-Cumulative Compounded RFR Rate*) and 11 (*Cumulative Compounded RFR Rate*) and related definitions in clause 1.2 (*Definitions*)) will take effect, with respect to the Loan, immediately after the end of the Interest Period of the Loan and until the relevant date referred to above in respect of the Loan, the relevant provisions of the Original Facility Agreement will continue to apply in relation to interest rate, interest payment, interest periods and interest fixing, with respect to the Loan.

3 Amendments to the Original Facility Agreement

3.1 Amendment and restatement

With effect on and from the Effective Date, the Original Facility Agreement shall be (and is hereby) amended so as to read in accordance with the form of the amended and restated Facility Agreement set out in Schedule 3 (*Form of Restated Facility Agreement*) and (as so amended and restated) will continue to be binding upon each of the parties thereto upon such terms as so amended and restated.

3.2 Continued force and effect

Save as amended and/or restated by this Agreement, the provisions of the Original Facility Agreement shall continue in full force and the Original Facility Agreement and this Agreement shall be read and construed as one instrument and the Facility Agreement (as so amended) will continue to be binding upon each of the parties thereto upon such terms as so amended.

3.3 Security Agent

By its execution of this Agreement, the Agent, pursuant to Clause 32.4 of the Facility Agreement, hereby irrevocably and unconditionally instructs the Security Agent to execute the Relevant Documents (including any memoranda of particulars relevant thereto).

4 Representations and warranties

The Relevant Parties make the representations and warranties set out in clause 19 (*Representations*) of the Original Facility Agreement to the Finance Parties on the date of this Agreement and on the Effective Date, in each case, as if made on such date with reference to the facts and circumstances existing at each such date.

5 Conditions

5.1 Documents and evidence

The consent of the Finance Parties referred to in clause 2 (*Consent of the Finance Parties*) shall be subject to the receipt by the Agent or its duly authorised representative, on or before 28 June 2023 of the documents and evidence specified in Schedule 2 (*Documents and evidence required as conditions precedent*) in form and substance satisfactory to the Agent (acting on the instructions of all the Lenders). The Agent shall notify the Borrowers promptly upon being so satisfied.

5.2 General conditions precedent

The consent of the Finance Parties referred to in clause 2 (*Consent of the Finance Parties*) shall be further subject to:

5.2.1 the representations and warranties in clause 4 (*Representations and warranties*) being true and correct on the Effective Date as if each were made with respect to the facts and circumstances existing at such time; and

5.2.2 no Default having occurred at the time of the Effective Date.

5.3 Waiver of conditions precedent

The conditions specified in this clause 5 are inserted solely for the benefit of the Finance Parties and may be waived in whole or in part with or without conditions by the Agent (acting on the instructions of all the Lenders).

6 Relevant Parties' confirmations; miscellaneous

6.1 Each of the Relevant Parties hereby confirms its consent to the amendments made in relation to the Original Facility Agreement and the other arrangements contained in this Agreement, and agrees and acknowledges that:

- (a) each Finance Document to which it is a party extends, in accordance with its terms, to the obligations of the Borrowers arising under the Original Facility Agreement as amended and restated by this Agreement;
- (b) the Finance Documents to which such Relevant Party is a party and the obligations of such Relevant Party thereunder (including the Guarantee) and any Security Interests contained therein, are not otherwise affected by this Agreement and the other Relevant Documents or anything contained in them or in this Agreement, and they shall remain and continue in full force and effect notwithstanding the amendments made in relation to the Original Facility Agreement and the other arrangements contained in this Agreement; and
- (c) with effect from the Effective Date references in the Finance Documents to which such Relevant Party is a party to "the Agreement" or the "Facility Agreement" or the "Loan Agreement" (or equivalent or similar references) shall henceforth be references to the Original Facility Agreement as amended and restated by this Agreement and as from time to time hereafter amended and shall also be deemed to include this Agreement and the obligations of the Borrowers hereunder.

7 Expenses

7.1 Expenses

The Borrowers agree to pay to the Finance Parties on a full indemnity basis on demand by the Agent all expenses (including legal and out-of-pocket expenses) reasonably incurred by any of them:

- (a) in connection with the negotiation, preparation, execution and, where relevant, registration of this Agreement or any of the other Relevant Documents and any amendment or extension of or the granting of any consent under this Agreement or the other Relevant Documents; and
- (b) in contemplation of, or otherwise in connection with, the enforcement of, or preservation of any rights under this Agreement or the other Relevant Documents or otherwise in respect of the monies owing and obligations incurred under this Agreement and the other Relevant Documents, together with interest at the rate and in the manner referred to in clause 9.3 (*Default interest*) of the Original Facility Agreement from the date on which such expenses were incurred, to the date of payment (after, as well as before judgment).

7.2 Value Added Tax

All fees and expenses payable pursuant to this clause 7 shall be paid together with value added tax or any similar tax (if any) properly chargeable thereon. Any value added tax chargeable in respect of any services supplied by any of the Finance Parties under this Agreement shall, on delivery of the value added tax invoice, be paid in addition to any sum agreed to be paid hereunder.

7.3 Stamp and other duties

The Borrowers shall pay and, within five (5) Business Days of demand by the Agent, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Agreement and any other Relevant Documents.

8 Miscellaneous and notices

8.1 Counterparts

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

8.2 Partial invalidity

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 in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

8.3 Notices

The provisions of clause 40 (*Notices*) of the Original Facility Agreement shall extend and apply to the giving or making of notices or demands hereunder as if the same were expressly stated herein and as if references therein to "Obligors" included all Relevant Parties.

9 Governing Law

This Agreement and any non-contractual obligations connected with it shall be governed by English law.

10 Enforcement

10.1 Jurisdiction

- 10.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) or any non-contractual obligations connected with this Agreement (a **Dispute**).
- 10.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 10.1.3 This clause 10.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

10.2 Service of process

- 10.2.1 Without prejudice to any other mode of service allowed under any relevant law, each of the Relevant Parties:
 - (a) irrevocably appoints EC3 Services Limited of The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom as its agent for service of process in relation to any proceedings before the English courts in connection with this Agreement (including any non-contractual obligations in connection with it); and
 - (b) agrees that failure by a process agent to notify any Relevant Party of the process will not invalidate the proceedings concerned.

IN WITNESS whereof the Parties have caused this Agreement to be duly executed as a deed on the date first above written.

**Schedule 1
The Parties**

Borrowers

Name:	Fareastern Shipping Limited
Name:	Pegasus Shipholding S.A.
Name:	Lance Shipping S.A.
Name:	Seacrown Maritime Ltd.
Name:	Navajo Marine Limited
Name:	Solana Holding Ltd.

Guarantors

Name:	Dynagas LNG Partners LP
Name:	Arctic LNG Carriers Ltd.
Name:	Dynagas Equity Holding Limited
Name:	Dynagas Operating LP
Name:	Dynagas Operating GP LLC
Name:	Dynagas Finance Inc.
Name:	Dynagas Finance LLC

The Lenders

Name:	Citibank, N.A., London Branch
Name:	Credit Suisse AG
Name:	KfW IPEX-BANK GmbH
Name:	E. Sun Commercial Bank, Ltd. (incorporated in Taiwan, with limited liability), Hong Kong Branch
Name:	Alpha Bank S.A.
Name:	Deutsche Bank AG (formerly acting through its branch Deutsche Bank AG Filiale Deutschlandgeschäft)
Name:	Woori Bank, London Branch
Name:	Piraeus Bank S.A.
Name:	Woori Bank Europe GmbH

Schedule 2
Documents and evidence required as conditions precedent

1 Corporate documents

- (a) A copy of the Constitutional Documents of each Relevant Party or a confirmation from an officer of each Relevant Party that the same remain unchanged from those delivered to the Agent at the time of signing of the Original Facility Agreement.
- (b) A copy of a resolution of the board of directors or board of managers of each Relevant Party.
 - (i) approving the terms of, and the transactions contemplated by, the Relevant Documents to which it is a party and resolving that it executes the Relevant Documents;
 - (ii) authorising a specified person or persons to execute the Relevant Documents on its behalf; 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 the Relevant Documents to which it is a party.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Relevant Documents and any related documents.
- (d) A copy of a resolution signed by all the holders of the issued shares or partnership interest or units or limited liability company interest in each Relevant Party, approving the terms of, and the transactions contemplated by, the Relevant Documents to which such Relevant Party is a party.
- (e) A copy of a resolution of the board of directors of each corporate shareholder of each Relevant Party approving the terms of the resolution referred to in paragraph (d) above.
- (f) A copy of any power of attorney under which any person is appointed by any Relevant Party to execute any of the Relevant Documents on its behalf.
- (g) A certificate of an authorised signatory of each relevant Relevant Party certifying that each copy document relating to it specified in this Schedule is correct, complete and in full force and effect and has not been amended or superseded, dated as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 Legal opinions

The following legal opinions, each addressed to the Arranger, the Agent, the Security Agent and the Lenders, in a form and substance reasonably satisfactory to them:

- (a) A legal opinion of Norton Rose Fulbright on matters of English law, substantially in the form distributed to the Lenders and approved by the Agent and the Lenders prior to signing this Agreement.
- (b) A legal opinion of the legal advisers to the Arranger, the Security Agent and the Agent in each jurisdiction (other than England and Wales) in which an Obligor is formed or (as the case may be) incorporated substantially in the form distributed to the Lenders and approved by the Agent and the Lenders prior to signing this Agreement.

3 Mortgage Amendments

Evidence that the Mortgage Amendment relevant to each Ship flying the Marshall Islands flag has been permanently registered against the relevant Ship under the laws and flag of Republic of the Marshall Islands through the Registry.

4 Process agent

A letter from each of the Relevant Parties' agent for receipt of service of proceedings accepting its appointment under this Agreement and/or the other Relevant Documents in which it is or is to be appointed as such Relevant Party's process agent.

Schedule 3
Form of Restated Facility Agreement

Dated 18 September 2019

as amended by a first supplemental agreement dated 11 October 2022 and as amended and restated by a second supplemental agreement dated 26 June 2023

**THE ENTITIES LISTED IN SCHEDULE 1
as Borrowers**

**with
CITIBANK, N.A., LONDON BRANCH
CREDIT SUISSE AG
and
KfW IPEX-BANK GmbH
as co-ordinators, as underwriters and as bookrunners**

arranged by

**CITIBANK, N.A., LONDON BRANCH
CREDIT SUISSE AG
KfW IPEX-BANK GmbH
DEUTSCHE BANK AG (formerly acting through its branch DEUTSCHE BANK AG FILIALE
DEUTSCHLANDGESCHÄFT)
and
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**and
E. SUN COMMERCIAL BANK, LTD.
(INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY),
HONG KONG BRANCH
as arranger**

**with
CITIBANK EUROPE PLC, UK BRANCH
as Agent**

**CITIBANK, N.A., LONDON BRANCH
as Security Agent**

**guaranteed by
DYNAGAS LNG PARTNERS LP
and
THE OTHER ENTITIES LISTED IN SCHEDULE 1**

**RESTATED FACILITY AGREEMENT
for a
\$675,000,000 Loan Facility**

 **NORTON ROSE FULBRIGHT**



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THIS AGREEMENT is dated 18 September 2019 as amended by a first supplemental agreement dated 11 October 2022 and as amended and restated by a second supplemental agreement dated 26 June 2023, and made between:

- (1) **THE ENTITIES** listed in Schedule 1 (*The original parties*) as borrowers (the **Borrowers**);
- (2) **DYNAGAS LNG PARTNERS LP** as parent (the **Parent**);
- (3) **THE ENTITIES** listed in Schedule 1 (*The original parties*) (including the Parent) as guarantors (the **Guarantors**);
- (4) **CITIBANK, N.A., LONDON BRANCH, CREDIT SUISSE AG, KfW IPEX-BANK GmbH** as mandated lead arrangers, as co-ordinators, as underwriters and as bookrunners, **DEUTSCHE BANK AG (formerly acting through its branch DEUTSCHE BANK AG FILIALE DEUTSCHLANDGESCHÄFT)** and **ALPHA BANK A.E.** as mandated lead arrangers and **E. SUN COMMERCIAL BANK, LTD. (INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY), HONG KONG BRANCH** as arranger (whether acting individually or together, the **Arranger**);
- (5) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The original parties*) as lenders (the **Original Lenders**);
- (6) **CITIBANK EUROPE PLC, UK BRANCH** as agent of the other Finance Parties (the **Agent**); and
- (7) **CITIBANK, N.A., LONDON BRANCH** as security agent and trustee for and on behalf of the other Finance Parties (the **Security Agent**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

1.1 Definitions

In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Acceptable Bank means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of “A-” or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or “Baa1” or higher by Moody’s Investor Services Limited or a comparable rating from another internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Majority Lenders.

Account means any bank account, deposit or certificate of deposit opened, made or established in accordance with clause 28 (*Bank accounts*) (including each Earnings Account and the Cash Collateral Account).

Account Bank means:

- (a) in relation to any Account (other than the Cash Collateral Account), Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, London E14 5LB, England; or
- (b) in relation to the Cash Collateral Account, Credit Suisse AG, a company incorporated in Switzerland, having its registered office at Paradeplatz 8, 8001 Zurich, Switzerland, acting through its office at St. Alban-Graben 1-3, 4051 Basel, Switzerland,

or another bank or financial institution approved by the Majority Lenders at the request of the Borrowers.

Account Holder(s) means, in relation to any Account, each Obligor in whose name that Account is held.

Account Security means, in relation to an Account, a deed or other instrument executed by the relevant Account Holder(s) in favour of the Security Agent and/or any other Finance Parties in an agreed form conferring a Security Interest over that Account.

Accounting Reference Date means 31 December or such other date as may be approved by the Lenders.

Additional Business Day means any day specified as such in the Reference Rate Terms.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent includes any person who may be appointed as such under the Finance Documents.

Anti-Money Laundering Laws has the meaning given to that term in clause 19.38 (*Money Laundering*).

Approved Brokers means each of H. Clarkson & Co. Ltd., Braemar Shipbrokers, Fearnleys, Nordic Shipping AS and Simpson Spence & Young Shipbrokers Ltd. or any other independent firm of shipbrokers approved from time to time by the Agent (acting on the instructions of the Majority Lenders) and subject to any additions, removals or replacements pursuant to clause 26.8 (*Approval of valuers*).

Approved Exchange means NYSE or NASDAQ or any other reputable national stock exchange approved by all the Lenders.

Arctic LNG Guarantor means the entity described as such in Schedule 1 (*The original parties*).

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another approved firm.

Authorisation means any authorisation, consent, concession, approval, resolution, licence, exemption, filing, notarisation or registration.

Available Commitment means a Lender's Commitment minus the amount of its participation in the Loan.

Available Facility means, at any relevant time, such part of the Total Commitments which is available for borrowing under this Agreement at such time in accordance with clause 4 (*Conditions of Utilisation*) to the extent that such part of the Total Commitments is not cancelled or reduced under this Agreement.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

Balloon Instalment shall have the meaning given to it in clause 6.2 (*Scheduled repayment of Facility*).

Basel II Accord means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Regulations applicable to such Finance Party) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Regulation means:

- (a) any law or regulation in force as at the date hereof implementing the Basel II Accord (including the relevant provisions of CRD IV and CRR) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and
- (b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

Basel III Accord means, together:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- (b) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III” other than, in each such case, the agreements, rules, guidance and standards set out in “Basel III: Finalising the post crisis reforms (including the relevant provisions of CRD IV and CRR)” published by the Basel Committee on Banking Supervision in December 2017, as amended, supplemented or restated.

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including the relevant provisions of CRD IV and CRR) save and to the extent that such law or regulation re-enacts a Basel II Regulation.

Blocked Amount has the meaning given to such term in paragraph (c) of clause 28.3 (*Cash Collateral Account*).

Break Costs means the amount specified as such in the Reference Rate Terms.

Business Day means a day (other than a Saturday or Sunday):

- (a) which is not a public holiday in Athens or Piraeus, Greece;

- (b) on which banks are open for general business in London, Frankfurt am Main, Zurich, Basel, Amsterdam and, in respect of a day on which a payment in, or purchase of, dollars is to be made under a Finance Document, also in New York; and
- (c) in relation to:
 - (i) any date for payment or purchase of an amount relating to the Loan or any Unpaid Sum; or
 - (ii) the determination of the first day or the last day of an Interest Period for the Loan (or any relevant part of it) or any Unpaid Sum, or otherwise in relation to the determination of the length of such an Interest Period; or
 - (iii) the determination of the Utilisation Date,

which is an Additional Business Day relating to the Loan or the relevant Unpaid Sum.

Cash Collateral Account means any Account designated as a “Cash Collateral Account” under clause 28 (*Bank accounts*).

Central Bank Rate has the meaning given to that term in the Reference Rate Terms.

Central Bank Rate Adjustment has the meaning given to that term in the Reference Rate Terms.

Central Bank Rate Spread has the meaning given to that term in the Reference Rate Terms.

Change of Control occurs if at any time:

- (a) a Borrower ceases to be a direct wholly-owned Subsidiary of the Arctic LNG Guarantor; and/or
- (b) the Dynagas Finance LLC Guarantor ceases to be a direct wholly-owned Subsidiary of the Arctic LNG Guarantor; and/or
- (c) the Arctic LNG Guarantor ceases to be a direct wholly-owned Subsidiary of the Dynagas Equity Guarantor; and/or
- (d) the Dynagas Equity Guarantor ceases to be a wholly-owned direct Subsidiary of the Dynagas Operating Guarantor; and/or
- (e) any of the Dynagas Finance Guarantor, the Dynagas Operating GP Guarantor or the Dynagas Operating LP Guarantor ceases to be a wholly-owned direct Subsidiary of the Parent; and/or
- (f) the Parent (i) ceases to own (legally and/or beneficially, directly and/or indirectly) 100% of total share capital, total common partnership interest or units or the total limited liability company interest (as the case may be) in any other Guarantor or any Borrower; and/or (ii) ceases to have the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors or board of managers or single manager or sole member (as the case may be) of the any other Guarantor or any Borrower; and/or
- (g) the Sponsor ceases to own directly (legally and/or beneficially) at least 30% of the total common partnership interest or units in the Parent; and/or
- (h) any person or persons acting in consent (other than Permitted Holders) (i) own (legally and/or beneficially, directly and/or indirectly) a higher percentage of the total common partnership interest or units in the Parent than the Sponsor; and/or (ii) have the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors or the board of managers of the Parent; and/or

- (i) the Sponsor ceases to control, directly or indirectly, the affairs or the composition of the board of directors or the board of managers (or equivalent, as applicable) of the Parent; and/or
- (j) Mr. George Prokopiou ceases to be a member of the board of managers and/or the Chairman of the board of managers of the Parent; and/or
- (k) the General Partner ceases to be the general partner of the Parent; and/or
- (l) Permitted Holders (i) cease to control, directly or indirectly, the affairs or the composition of the board of directors or board of managers (or equivalent, as applicable) of the General Partner or the Sponsor or the Manager; and/or (ii) cease to own (legally and/or beneficially, directly and/or indirectly) 100% of the total limited liability company interest of the General Partner and/or 100% of the total share capital and/or the total voting share capital of any of the Sponsor or the Manager; and/or
- (m) the Dynagas Operating GP Guarantor ceases to be the general partner of the Dynagas Operating LP Guarantor.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Transaction Security.

Charter means, in relation to a Ship, the charter commitment for that Ship details of which are provided in Schedule 2 (*Ship information*) and **Charters** means any or all of them.

Charter Assignment means, in relation to a Ship and its Charter Documents, an assignment by the relevant Owner of its interest in such Charter Documents in favour of the Security Agent in the agreed form.

Charter Documents means, in relation to a Ship, the Charter of that Ship, any documents supplementing it (including any direct agreement, purchase option agreement, side letter, and any other document relating to or referred to in such Charter, to which the relevant Owner is party) and any guarantee (including the relevant Charter Guarantee) or security given by any person for the relevant Charterer's obligations under it.

Charter Guarantor means, in relation to a Ship, the guarantor named in Schedule 2 (*Ship information*) as charter guarantor of that Ship.

Charter Guarantee means, in relation to each of Ship B, Ship E and Ship F, the guarantee in relation to the Charter of that Ship, details of which are provided in Schedule 2 (*Ship information*) in the row titled "Charter Guarantee description" and any other guarantee or surety issued by the relevant Charter Guarantor or any other person in favour of the relevant Owner in accordance with the relevant Charter.

Charterer means, in relation to each Ship and the Charter of that Ship, the charterer named in Schedule 2 (*Ship information*) as charterer of that Ship.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in Schedule 2 (*Ship information*) with the relevant Classification Society or another classification approved by the Majority Lenders as its classification, at the request of the relevant Owner.

Classification Society means, in relation to a Ship, the classification society specified in respect of such Ship in Schedule 2 (*Ship information*) or another classification society (being a member of the International Association of Classification Societies (IACS) or, if such association no longer exists, any similar association nominated by the Agent) approved by the Majority Lenders as its Classification Society, at the request of the relevant Owner.

Code means the US Internal Revenue Code of 1986, as amended.

Commitment means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading “Commitment” in Schedule 1 (*The original parties*) and the amount of any other Commitment assigned to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment assigned to it under this Agreement,

to the extent not cancelled, reduced or assigned by it under this Agreement.

Compliance Certificate means a certificate substantially in the form set out in Schedule 7 (*Form of Compliance Certificate*) or otherwise approved.

Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of the Loan or any Unpaid Sum, the percentage rate per annum which is the aggregate of:

- (a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and
- (b) the applicable Credit Adjustment Spread.

Compounding Methodology Supplement means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

- (a) is agreed in writing by the Borrowers, the Agent (in its own capacity) and the Agent (acting on the instructions of the Lenders);
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available to the Borrowers and each Finance Party.

Confidential Information means all information relating to an Obligor, the Group, a Ship, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any Group Member or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any Group Member or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
 - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 45 (*Confidentiality*); or
 - (B) is identified in writing at the time of delivery as non-confidential by any Group Member or any of its advisers; or
 - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Funding Rate.

Confidentiality Undertaking means a confidentiality undertaking substantially in a recommended form of the Loan Market Association or in any other form agreed between the Borrowers and the Agent.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

CRD IV means the directive 2013/36/EU of the European Union on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms.

Credit Adjustment Spread means any rate which is either:

- (a) specified as such in the Reference Rate Terms; or
- (b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the Reference Rate Terms.

CRR means the regulation 575/2013 of the European Union on prudential requirements for credit institutions and investment firms.

Cumulative Compounded RFR Rate means, in relation to an Interest Period for the Loan or any relevant part of it, or any Unpaid Sum, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 11 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Non-Cumulative Compounded RFR Rate means, in relation to any RFR Banking Day during an Interest Period for the Loan, or any relevant part of it, or any Unpaid Sum, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Rate means the rate specified as such in the Reference Rate Terms.

Debt Purchase Transaction means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under this Agreement.

Deed of Covenant means, in relation to a Ship in respect of which the Mortgage is in account current form, a first deed of covenant (including a first assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation) in respect of such Ship by the relevant Owner in favour of the Security Agent in the agreed form.

Default means an Event of Default or any event or circumstance specified in clause 30 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

Defaulting Lender means any Lender:

- (a) which has failed to make its participation in the Loan available (or has notified the Agent or a Borrower (which has notified the Agent) that it will not make its participation in the Loan available) by the Utilisation Date in accordance with clause 5.4 (*Lenders' participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event,and payment is made within five (5) Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

Delegate means any delegate, agent, attorney, additional trustee or co-trustee appointed by the Security Agent.

Disposal Repayment Date means, in relation to:

- (a) a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date; or
- (b) a sale of a Mortgaged Ship by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price (and upon or immediately prior to such completion).

Disruption Event means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Dynagas Equity Guarantor means the entity described as such in Schedule 1 (*The original parties*).

Dynagas Finance Guarantor means the entity described as such in Schedule 1 (*The original parties*).

Dynagas Finance LLC Guarantor means the entity described as such in Schedule 1 (*The original parties*).

Dynagas Operating LP Guarantor means the entity described as such in Schedule 1 (*The original parties*).

Dynagas Operating GP Guarantor means the entity described as such in Schedule 1 (*The original parties*).

Earnings means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including (without limitation) freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment and contributions of any nature whatsoever in respect of general average.

Earnings Account means any Account designated as an **Earnings Account** under clause 28 (*Bank accounts*), and **Earnings Accounts** means any or all of them.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Effective Date has the meaning given to such term in the Second Supplemental Agreement.

Eligible Institution means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrowers and which, in each case, is not a Parent Affiliate or a Group Member.

Environmental Claims means:

- (a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or
- (b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

- (a) any Fleet Vessel or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or
- (b) any Fleet Vessel may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

Erroneous Payment means a payment of an amount by the Agent to another Party which the Agent determines (in its sole discretion) or made in error.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 30 (*Events of Default*).

Existing Indebtedness means, at any relevant time, the aggregate of the Existing Secured Indebtedness and the Existing Unsecured Indebtedness.

Existing Secured Indebtedness means all indebtedness owing by any Obligor at any relevant time pursuant to the Senior Secured Term Loan B.

Existing Unsecured Indebtedness means all indebtedness owing by any Obligor at any relevant time pursuant to the Unsecured Notes.

Facility means the term loan facility made available by the Lenders under this Agreement as described in clause 2 (*The Facility*).

Facility Office means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Agent (acting on the instructions of the Majority Lenders) notifies the Borrowers that it is satisfied that the Total Commitments have reduced to zero and all indebtedness of the Obligor under the Finance Documents has been irrevocably, unconditionally and indefeasibly paid and discharged in full.

FATCA means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or a regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letters means any letter or letters entered into on or about the date of this Agreement between (a) any Finance Party and (b) any Obligor by reference to this Agreement in relation to any fees payable to any Finance Parties and **Fee Letter** means any one of them.

Final Repayment Date means subject to clause 38.8 (*Business Days*), the earlier of (a) the date falling sixty (60) Months after the date of this Agreement and (b) 30 September 2024.

Finance Documents means this Agreement, the Supplemental Agreement, the Second Supplemental Agreement, any Fee Letter, the Security Documents, any Transfer Certificate, each Compliance Certificate, any Reference Rate Supplement, any Compounding Methodology Supplement and any other document designated as such by the Agent and the Borrowers.

Finance Party means the Agent, the Security Agent, the Arranger or a Lender.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any amount raised by acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease or as a balance sheet liability;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP);
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) of a type not referred to in any other paragraph of this definition) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

Financial Year means the annual accounting period of each of the Parent and the Arctic LNG Guarantor, ending on or about the Accounting Reference Date in each year.

First Repayment Date means subject to clause 38.8 (*Business Days*), the date falling 3 Months after the Utilisation Date.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), or such other state or territory as may be approved by all the Lenders, at the request of the relevant Owner, as being the **Flag State** of such Ship for the purposes of the Finance Documents.

Fleet Vessel means each Mortgaged Ship and any other vessel owned, operated, managed or crewed by any Group Member.

Funding Rate means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of clause 11.2 (*Cost of funds*).

GAAP means the most recent and up-to-date generally accepted accounting principles in the United States of America.

General Assignment means, in relation to a Ship in respect of which the mortgage is not an account current form, a first assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation by the relevant Owner in favour of the Security Agent and/or any of the other Finance Parties in the agreed form.

General Partner means Dynagas GP LLC, a limited liability company with its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, MH96960, Majuro, Marshall Islands (being the general partner of the Parent as at the date of this Agreement).

Group means the Parent and its Subsidiaries for the time being and, for the purposes of clause 20 (*Information undertakings*) and clause 21 (*Financial covenants*), any other entity required to be treated as a subsidiary in the Parent's consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Guarantee means the obligations of the Guarantors under clause 18 (*Guarantee and indemnity*).

Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary.

Impaired Agent means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraphs (a) or (b) of the definition of Defaulting Lender; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event,and payment is made within 3 Business Days of its due date; or
- (ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

Increased Costs has the meaning given to that term in paragraph (b) of clause 14.1 (*Increased costs*).

Indemnified Person means:

- (a) each Finance Party, each Receiver, any Delegate and any attorney, agent or other person appointed by them under the Finance Documents;
- (b) each Affiliate of each Finance Party, each Receiver and each Delegate; and
- (c) any officers, directors, employees, advisers, representatives or agents of any Finance Party, any Receiver or any Delegate.

Information Memorandum means the document dated 7 May 2019 entitled “DYNAGAS LNG Partners LP US\$ 675 Million Senior Secured Facility Information Memorandum” and which, at the Borrowers’ request and on their behalf, was prepared in relation to this transaction and distributed by the Arranger before the date of this Agreement.

Insolvency Event in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
 - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other enforcement action or legal process levied, enforced, taken or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to that Ship's General Assignment or Deed of Covenant or in another approved form.

Insurances means, in relation to a Ship:

- (a) all policies and contracts of insurance; and
- (b) all entries in a protection and indemnity or war risks or other mutual insurance association,

in the name of such Ship's Owner or the joint names of its Owner and any other person in respect of or in connection with such Ship and/or its Owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interest Payment means the aggregate amount of interest that is, or is scheduled to become, payable under any Finance Document.

Interest Period means, in relation to the Loan (or any part of the Loan), each period determined in accordance with clause 10 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 9.3 (*Default interest*).

Inventory of Hazardous Materials means, in relation to a Mortgaged Ship, a document describing the materials present in that Mortgaged Ship's structure and equipment that may be hazardous to human health or the environment along with their respective location and approximate quantities.

Last Availability Date means 30 September 2019 (or such later date as may be approved by all the Lenders).

Legal Opinion means any legal opinion delivered to the Agent and the Security Agent under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of UK stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction.

Lender means:

- (a) any Original Lender; and

- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a “Lender” in accordance with clause 31 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement and **Lenders** means any or all of them.

Loan means the loan made or to be made under the Facility or (as the context may require) the outstanding principal amount of the loan.

Lookback Period means the number of days specified as such in the Reference Rate Terms.

Losses means any costs, expenses (including, but not limited to, legal fees), payments, charges, losses, demands, liabilities, taxes (including VAT) claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's General Assignment or (as the case may be) Deed of Covenant or in another approved form.

Major Casualty means any casualty to a vessel for which the total insurance claim, inclusive of any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to a Ship, the amount specified as such against the name of that Ship in Schedule 2 (*Ship information*) or the equivalent in any other currency.

Majority Lenders means a Lender or Lenders whose Commitments aggregate more than 66.67% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66.67% of the Total Commitments immediately prior to that reduction).

Manager means, in relation to each Ship, Dynagas Ltd., a corporation with its registered office at 80 Broad Street, Monrovia, Liberia as technical manager and commercial manager, or another

manager appointed as the technical and/or commercial manager of such Ship in accordance with clause 23.4 (*Manager*).

Manager's Undertaking means, in relation to a Ship, an undertaking by any Manager of the Ship to the Security Agent in the agreed form, including pursuant to clause 23.4 (*Manager*).

Management Agreement means, in relation to a Ship, the agreement between the relevant Owner and the Manager of that Ship, relating to the appointment of the Manager to carry out the technical and/or commercial management of such Ship.

Management Agreement Assignment means, in relation to each Management Agreement in respect of a Ship, an assignment of that Management Agreement by the Owner of that Ship in favour of the Security Agent in the agreed form.

Margin means 3.00 per cent per annum.

Market Disruption Rate means the rate (if any) specified as such in the Reference Rate Terms.

Material Adverse Effect means, in the reasonable opinion of the Majority Lenders, a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise), performance or prospects of any Obligor or of the Group taken as a whole; or
- (b) the ability of an Obligor to perform its obligations under any of the Finance Documents; or
- (c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or any of the rights or remedies of any Finance Party under any of the Finance Documents.

Minimum Liquidity Amount shall have the meaning given to such term in paragraph (b) of clause 28.3 (*Cash Collateral*).

Minimum Value means, at any time, the amount in dollars which is at that time 125% of (a) the Loan less (b) the Minimum Liquidity Amount if and to the extent the same is standing to the credit of the Cash Collateral Account pursuant to clause 28.3 (*Cash Collateral Account*).

Month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that, in relation to an Interest Period (or any other period for the accrual of commission or fees) or a period at the end of which a Repayment Date falls, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Reference Rate Terms. The above rules will only apply to the last month of any period.

Mortgage means, in relation to a Ship, a first priority or (as the case may be) first preferred mortgage of the Ship in the agreed form by the relevant Owner in favour of the Security Agent and/or any of the other Finance Parties as the same may be amended by a Mortgage Amendment.

Mortgage Amendment has the meaning given to it in the Second Supplemental Agreement.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 31 (*Changes to the Lenders*).

Notifiable Debt Purchase Transaction has the meaning given to that term in clause 44.9 (*Disenfranchisement of Parent Affiliates*).

Obligors means the parties to the Finance Documents (other than the Finance Parties, the Charterers and the Charter Guarantors) and **Obligor** means any one of them.

Original Financial Statements means:

- (a) the audited consolidated financial statements of the Group for its financial year ended on 31 December 2018; and
- (b) the unaudited consolidated financial statements of the Arctic LNG Guarantor for its financial year ended on 31 December 2018.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated or, as the case may be, formed, as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Obligor means each party to this Agreement and the Original Security Documents (other than a Finance Party, a Charterer or a Charter Guarantor).

Original Security Documents means:

- (a) the Mortgages over each of the Ships;
- (b) the Deeds of Covenant in relation to each of the Ships in respect of which the Mortgage is in account current form;

- (c) the General Assignments in relation to each of the Ships in respect of which the Mortgage is in preferred form;
- (d) the Charter Assignment in relation to each Ship's Charter Documents;
- (e) the Account Security in relation to each Account;
- (f) the Management Agreement Assignment in relation to each Management Agreement for each Ship;
- (g) a Manager's Undertaking by each Manager of each Ship; and
- (h) a Quiet Enjoyment Agreement for each of Ship E and Ship F duly executed by the relevant Owner, the Security Agent and the relevant Charterer.

Owner means, in relation to a Ship, the Borrower specified against the name of that Ship in Schedule 2 (*Ship information*) and **Owners** means any or all of them.

Parent means the company described as such in Schedule 1 (*The original parties*).

Parent Affiliate means the Parent, each of its Affiliates, any trust of which the Parent or any of its Affiliates is a trustee, any partnership of which the Parent or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, the Parent or any of its Affiliates **provided that** any such trust, fund or other entity which has been established for at least 6 months solely for the purpose of making, purchasing or investing in loans or debt securities and which is managed or controlled independently from all other trusts, funds or other entities managed or controlled by the Parent or any of its Affiliates which have been established for the primary or main purpose of investing in the share capital of companies shall not constitute a Parent Affiliate.

Participating Member State means any member state of the European Union that has adopted the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

Party means a party to this Agreement.

Permitted Holders means Mr. George Prokopiou (being the Chairman of the board of managers of the Parent as at the date of this Agreement) and any of his direct lineal descendants.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

- (a) unless a Default is continuing, any ship repairer's or outfitter's possessory lien in respect of the Ship for an amount not exceeding the Major Casualty Amount for such Ship;
- (b) any lien on the Ship for master's, officer's or crew's wages outstanding in the ordinary course of its trading; and
- (c) any lien on the Ship for salvage.

Permitted Security Interests means, in relation to any Mortgaged Ship, any Security Interest over it which is:

- (a) granted by the Finance Documents; or
- (b) a Permitted Maritime Lien; or
- (c) approved by the Majority Lenders.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Preferred Notes means (a) the \$75,000,000 Series A preferred units of the Parent and (b) the \$55,000,000 Series B preferred units of the Parent.

Prohibited Person has the meaning given to it in clause 22.13 (*Sanctions*).

Quasi-Security has the meaning given to that term in clause 29.2 (*General negative pledge*).

Quiet Enjoyment Agreement means, in relation to each of Ship E and Ship F, an agreement by (inter alios) the Security Agent, the relevant Owner and the relevant Charterer of that Ship in the agreed form.

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Reference Rate Supplement means a document which:

- (a) is agreed in writing by the Borrowers, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);
- (b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Reference Rate Terms; and
- (c) has been made available to the Borrowers and each Finance Party.

Reference Rate Terms means the terms set out in Schedule 9 (*Reference Rate Terms*) or in any Reference Rate Supplement.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Related Fund in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

Relevant Jurisdiction means, in relation to an Obligor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any Charged Property owned by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Market means the market specified as such in the Reference Rate Terms.

Repayment Date means:

- (a) the First Repayment Date;
- (b) each of the dates falling at intervals of 3 Months thereafter up to but not including the Final Repayment Date; and

(c) the Final Repayment Date.

Repeating Representations means each of the representations and warranties set out in clauses 19.1 (*Status*) to 19.11 (*Centre of main interests and establishments*) and clause 19.20 (*No proceedings*).

Reporting Day means the day (if any) specified as such in the Reference Rate Terms.

Reporting Time means the relevant time (if any) specified as such in the Reference Rate Terms.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

RFR means the rate specified as such in the Reference Rate Terms.

RFR Banking Day means any day specified as such in the Reference Rate Terms.

Sanctions has the meaning given to it in clause 22.13 (*Sanctions*).

Sanctions Authority has the meaning given to it in clause 22.13 (*Sanctions*).

Second Supplemental Agreement means the agreement dated 26 June 2023 supplemental to this Agreement made between (among others) the Obligors, the Agent and the Lenders.

Senior Secured Term Loan B means the facility of up to \$480,000,000 made available to the Arctic LNG Guarantor pursuant to a credit agreement dated 18 May 2017 (as amended, supplemented and/or restated from time to time) made between (inter alios) the Arctic LNG Guarantor, the Dynagas Finance LLC Guarantor, the Parent, the Dynagas Equity Guarantor, the Dynagas Operating LP Guarantor, Credit Suisse AG, Cayman Islands Branch as lender, collateral agent and administrative agent, secured on the Ships and maturing on 18 May 2023.

Secured Obligations means all indebtedness and obligations at any time of any Obligor to any Finance Party (whether for its own account or as agent or trustee for itself and/or other Finance Parties) under, or related to, the Finance Documents (including the obligation to repay when due any debit balances or overdrawn amounts in any Account).

Security Agent includes any person as may be appointed as security agent and trustee for the other Finance Parties under this Agreement and the other Finance Documents and includes any separate trustee or co-trustee appointed under clause 33.8 (*Additional trustees*).

Security Documents means:

- (a) the Original Security Documents; and
- (b) any other document as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document.

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Property means:

- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Finance Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by any Obligor to pay amounts in respect of the Secured Obligations to the Security Agent as trustee for the Finance Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor in favour of the Security Agent as trustee for the Finance Parties; and
- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Finance Parties.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the total values of all Mortgaged Ships which have not then become a Total Loss (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) and (b) the value of any additional security then held by the Security Agent or any other Finance Party provided under clause 26 (*Minimum security value*), in each case as most recently determined in accordance with this Agreement.

Selection Notice means a notice substantially in the form set out in Schedule 5 (*Selection Notice*) given in accordance with clause 10 (*Interest Periods*).

Ship A means the ship described as such in Schedule 2 (*Ship information*).

Ship B means the ship described as such in Schedule 2 (*Ship information*).

Ship C means the ship described as such in Schedule 2 (*Ship information*).

Ship D means the ship described as such in Schedule 2 (*Ship information*).

Ship E means the ship described as such in Schedule 2 (*Ship information*).

Ship F means the ship described as such in Schedule 2 (*Ship information*).

Ship Representations means each of the representations and warranties set out in clauses 19.35 (*Ship status*) and 19.36 (*Ship's employment*).

Ships means each of the ships described in Schedule 2 (*Ship information*), being each of Ship A, Ship B, Ship C, Ship D, Ship E and Ship F and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Sponsor means Dynagas Holding Ltd., a corporation incorporated in the Republic of the Marshall Islands having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, MH96960, Majuro, Marshall Islands.

Subsidiary of a person means any other person:

- (a) directly or indirectly controlled by such person; or
- (b) of whose dividends or distributions on ordinary voting share capital, partnership interest or units or limited liability company interests (as the case may be) such person is beneficially entitled to receive more than 50% per cent,

and a person is a “**wholly-owned Subsidiary**” of another person if it has no members, partners or shareholders (as the case may be) except that other person and that other person’s wholly-

owned Subsidiaries or persons acting on behalf of that other person or its wholly-owned Subsidiaries.

Supplemental Agreement means the agreement dated 11 October 2022 made between (among others) the Borrowers, the Guarantors and the Finance Parties, supplemental to this Agreement.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and **Taxation** shall be construed accordingly.

Total Commitments means the aggregate of the Commitments, being \$675,000,000 as at the date of this Agreement.

Total Loss means, in relation to a vessel, its:

- (a) actual, constructive, compromised, agreed or arranged total loss; or
- (b) requisition for title, confiscation or other compulsory acquisition by a government entity; or
- (c) hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention for more than 30 days.

Total Loss Date means, in relation to the Total Loss of a vessel:

- (a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;
- (b) in the case of a constructive, compromised, agreed or arranged total loss, the earliest of:
 - (i) the date notice of abandonment of the vessel is given to its insurers; or
 - (ii) if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened; or
 - (iii) the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the vessel's insurers;
- (c) in the case of a requisition for title, confiscation or compulsory acquisition, the date it happened; and
- (d) in the case of hijacking, piracy, theft, condemnation, capture, seizure, arrest or detention, the date 30 days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss, the earlier of:

- (a) the date falling 120 days after its Total Loss Date; and
- (b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Transaction Document means:

- (a) each of the Finance Documents; and
- (b) each Charter Document.

Transaction Security means the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

Transfer Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrowers.

Transfer Date means, in relation to an assignment pursuant to a Transfer Certificate, the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Agent executes the Transfer Certificate.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

Unsecured Notes means the \$250,000,000 6.25% unsecured notes dated 15 September 2014, co-issued by the Parent and the Dynagas Finance Guarantor and maturing on 30 October 2019.

US means the United States of America.

US Tax Obligor means:

- (a) a Borrower if it is resident for tax purposes in the US; or
- (b) an Obligor some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.

Utilisation means the making of the Loan.

Utilisation Date means the date on which the Utilisation is or is to be made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

Write-down and Conversion Powers means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) in relation to any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

- (ii) any similar or analogous powers under that Bail-In Legislation.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in any of the Finance Documents to:
 - (i) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;
 - (ii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;
 - (iii) words importing the plural shall include the singular and vice versa;
 - (iv) a time of day is to London time;
 - (v) any person includes its successors in title, permitted assignees or transferees;
 - (vi) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors, managers and officers of such Obligor, having made due and careful enquiry;
 - (vii) two or more persons are **acting in concert** if pursuant to an agreement or understanding (whether formal or informal) they actively co-operate, through the acquisition (directly or indirectly) of shares, partnership interest or units or limited liability company interests in an entity by any of them, either directly or indirectly, to obtain or consolidate control of that entity;
 - (viii) a document **in agreed form** means:
 - (A) where a Finance Document has already been executed by all of the relevant parties to it, such Finance Document in its executed form; and
 - (B) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent (acting on the instructions of all the Lenders) and the Borrowers as the form in which that Finance Document is to be executed or another form approved at the request of the Borrowers or, if not so agreed or approved, is in the form specified by the Agent (acting on the instructions of all the Lenders);
 - (ix) **approved by the Majority Lenders** or **approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise **approved** means approved in writing by the Agent (acting on the instructions of the Majority Lenders) (on such conditions as the Majority Lenders may impose) and **approval** and **approve** shall be construed accordingly;
 - (x) **assets** includes present and future properties, revenues and rights of every description;
 - (xi) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;
 - (xii) **control** of an entity means:

- (A) the power (whether by way of ownership of shares, partnership interest or units or limited liability company interest, proxy, contract, agency or otherwise, directly or indirectly) to:
- (1) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting (or equivalent) of that entity; or
 - (2) appoint or remove all, or the majority, of the directors, managers or other equivalent officers of that entity; or
 - (3) give directions with respect to the operating and financial policies of that entity with which the directors, managers or other equivalent officers of that entity are obliged to comply; and/or
- (B) the holding beneficially of more than 50% of the issued share capital, partnership interest or units or limited liability company interest of that entity, as the case may be (excluding any part of that issued share capital, partnership interest or units or limited liability company interest, respectively, that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, a Security Interest over share capital, partnership interest or units or limited liability company interest, respectively, shall be disregarded in determining the beneficial ownership of such share capital, partnership interest or units or limited liability company interest),

and **controlled** shall be construed accordingly;

- (xiii) a Lender's **cost of funds** in relation to its participation in the Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in the Loan for a period equal in length to the Interest Period of the Loan;
- (xiv) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;
- (xv) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the London foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);
- (xvi) a **government entity** means any government, state or agency of a state;
- (xvii) a **group of Lenders** or a **group of Finance Parties** includes all the Lenders or (as the case may be) all the Finance Parties;
- (xviii) a **guarantee** means (other than in clause 18 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (xix) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (xx) an **obligation** means any duty, obligation or liability of any kind;
 - (xxi) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);
 - (xxii) **pay, prepay or repay** in clause 29 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;
 - (xxiii) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
 - (xxiv) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and, in relation to any Lender, includes (without limitation) any Basel II Regulation or Basel III Regulation applicable to that Lender;
 - (xxv) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;
 - (xxvi) **trustee, fiduciary and fiduciary duty** has in each case the meaning given to such term under applicable law;
 - (xxvii) (i) the **liquidation, winding up, dissolution, or administration** of person or (ii) a **receiver or administrative receiver or administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established, formed or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
 - (xxviii) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The determination of the extent to which a rate is “**for a period equal in length**” to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
 - (c) Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.
 - (d) Section, clause and Schedule headings are for ease of reference only.
 - (e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

- (f) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is continuing if it has not been waived.
- (g) Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.
- (h) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:
 - (i) any replacement page of that information service which displays that rate; and
 - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrowers.
- (i) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.
- (j) Any Reference Rate Supplement overrides anything in:
 - (i) Schedule 9 (*Reference Rate Terms*); or
 - (ii) any earlier Reference Rate Supplement.
- (k) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:
 - (i) Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 11 (*Cumulative Compounded RFR Rate*), as the case may be; or
 - (ii) any earlier Compounding Methodology Supplement.

1.3 Currency symbols and definitions

\$, USD and dollars denote the lawful currency of the United States of America.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a provision expressed to be for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of the relevant Finance Document.
- (b) Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).
- (c) An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.

1.5 Finance Documents

Where any other Finance Document provides that this clause 1.5 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or

any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

1.6 Conflict of documents

The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

Section 2 - The Facility

2 The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lenders shall make available to the Borrowers a term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of the Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.
- (c) A Finance Party may, except as specifically provided in the Finance Documents (including clause 36.2 (*Finance Parties acting together*)), separately enforce its rights under or in connection with the Finance Documents.

2.3 Borrowers' rights and obligations

- (a) The obligations of each Borrower under this Agreement are joint and several. Failure by a Borrower to perform its obligations under this Agreement shall constitute a failure by all of the Borrowers.
- (b) Each Borrower irrevocably and unconditionally jointly and severally with each other Borrower:
 - (i) agrees that it is responsible for the performance of the obligations of each other Borrower under this Agreement;
 - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Borrowers under this Agreement; and
 - (iii) agrees with each Finance Party that, if any obligation of another Borrower under this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of another Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by that other Borrower under this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- (c) The obligations of each Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

- (d) If any discharge, release or arrangement (whether in respect of the obligations of a Borrower or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Borrowers under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- (e) The obligations of each Borrower under the Finance Documents shall not be affected by an act, omission, matter or thing which, but for this clause (whether or not known to it or any Finance Party), would reduce, release or prejudice any of its obligations under the Finance Documents including:
 - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
 - (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;
 - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
 - (v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
 - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (vii) any insolvency or similar proceedings.
- (f) Each Borrower waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Borrower under any Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- (g) Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, each Finance Party (or any trustee or agent on its behalf) may:
 - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Borrower will be entitled to the benefit of the same; and
 - (ii) hold in an interest-bearing suspense account any money received from any Borrower or on account of any Borrower's liability under any Finance Document.
- (h) Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs (on such terms as it may require), no Borrower shall exercise any rights (including rights of set-off) which it may have by reason of performance by it of its obligations under the Finance Documents:

- (i) to be indemnified by another Obligor; and/or
- (ii) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under the Finance Documents; and/or
- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party; and/or
- (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which that Borrower is liable under this Agreement or any of the other Finance Documents; and/or
- (v) to exercise any right of set-off against any other Obligor; and/or
- (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

If a Borrower receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 38 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

3 Purpose

3.1 Purpose

The Borrowers shall apply all amounts borrowed under the Facility in accordance with this clause 3.

3.2 Refinancing

The Commitments shall be made available solely for the purpose of assisting the Borrowers to refinance in full the Existing Indebtedness.

3.3 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

4.1 Initial conditions precedent

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) in relation to the Utilisation if on or before the date when the Borrowers submit a Utilisation Request the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*) in form and substance satisfactory to the Agent.

4.2 Ship and security conditions precedent

The Total Commitments may only be borrowed under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Ship and security conditions precedent*) in form and substance satisfactory to the Agent.

4.3 Notice of satisfaction of conditions

The Agent shall notify the Lenders and the Borrowers promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives any such notification, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.4 Further conditions precedent

The Lenders will only be obliged to comply with clause 5.4 (*Lenders' participation*) if:

- (a) on the date of the Utilisation Request and on the proposed Utilisation Date, no Default is continuing or would result from the proposed Utilisation;
- (b) on the date of the Utilisation Request and on the proposed Utilisation Date, all of the representations set out in clause 19 (*Representations*) are true; and
- (c) on the date of the Utilisation Request and on the proposed Utilisation Date, no Total Loss has occurred in respect of any Ship.

4.5 Waiver of conditions precedent

The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of the Majority Lenders or (in the case of the conditions under clause 4.4 (*Further conditions precedent*), all the conditions under Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*) and the conditions under paragraphs 2, 3, 4, 5, 8 and 10 of Part 2 of Schedule 3 (*Ship and security conditions precedent*)) all the Lenders.

Section 3 - Utilisation

5 Utilisation

5.1 Delivery of a Utilisation Request

The Borrowers may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than 11:00 a.m. three Business Days before the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

- (a) A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day falling on or before the Last Availability Date;
 - (ii) the currency and amount of the Utilisation comply with clause 5.3 (*Currency and amount*); and
 - (iii) the proposed Interest Period complies with clause 9.4(a) (*Notification of rates of interest*); and
 - (iv) it identifies the purpose for the Utilisation and that purpose complies with clause 3 (*Purpose*).
- (b) Only one Utilisation Request may be made.
- (c) The Commitments may only be borrowed in a single Utilisation.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be dollars.
- (b) Only one Utilisation may be made.
- (c) The total amount available and advanced under the Facility shall not exceed the lower of:
 - (i) the Total Commitments; and
 - (ii) the amount in dollars which is equal to the aggregate of:
 - (A) 65% of the aggregate market values of all the Ships as determined pursuant to the valuations of the Ships obtained under Part 2 of Schedule 3 (*Ship and security conditions precedent*) and/or clause 26.1 (*Valuation of assets*); plus
 - (B) Fifty million dollars (\$50,000,000).

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in the Loan available by 11:00 am on the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in the Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- (c) The Agent shall promptly notify each Lender of the amount of the Loan and the amount of its participation in the Loan.

- (d) The Agent shall pay all amounts received by it in respect of the Loan to the agent of the relevant lenders of the Existing Indebtedness or (in the case of an amount of \$204,600,000) to the credit of the Cash Collateral Account to form part of the Blocked Amount, in each case in accordance with the instructions contained in the Utilisation Request.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

6.1 Repayment

The Borrowers shall on each Repayment Date, repay such part of the Loan as is required to be repaid on that Repayment Date by clause 6.2 (*Scheduled repayment of Facility*).

6.2 Scheduled repayment of Facility

- (a) To the extent not previously reduced, the Loan shall be repaid by instalments on each Repayment Date by the amount specified in the table below (as revised by clause 6.3 (*Adjustment of scheduled repayments*)):

Repayment Date	Amount (\$)
First	12,000,000
Second	12,000,000
Third	12,000,000
Fourth	12,000,000
Fifth	12,000,000
Sixth	12,000,000
Seventh	12,000,000
Eighth	12,000,000
Ninth	12,000,000
Tenth	12,000,000
Eleventh	12,000,000
Twelfth	12,000,000
Thirteenth	12,000,000
Fourteenth	12,000,000
Fifteenth	12,000,000
Sixteenth	12,000,000
Seventeenth	12,000,000
Eighteenth	12,000,000
Nineteenth	12,000,000
Twentieth	447,000,000
Total	675,000,000

The twentieth instalment referred to above comprises two parts, a repayment instalment in the amount of \$12,000,000 and a balloon instalment in the amount of \$435,000,000 (the **Balloon Instalment**).

- (b) On the Final Repayment Date (without prejudice to the other provisions of this Agreement), the Loan shall be repaid in full.

6.3 Adjustment of scheduled repayments

If the Total Commitments have been partially reduced under this Agreement and/or any part of the Loan is prepaid (other than under clause 6.2 (*Scheduled repayment of Facility*)) before any Repayment Date then the amount of the instalment by which the Loan shall be repaid under clause 6.2 (*Scheduled repayment of Facility*) on any such Repayment Date (as reduced by any earlier operation of this clause 6.3) shall be reduced pro rata to such reduction in the Total Commitments and/or prepayment of the Loan (except in the case of a reduction under clause 7.4 (*Voluntary cancellation*) or prepayment under clause 7.5 (*Voluntary prepayment*) where the reduction shall be treated as reducing the instalments by its aggregate amount in inverse chronological order, in incoming chronological order or pro rata, at the Borrowers' option.

7 Illegality, prepayment and cancellation

7.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for a Lender to perform any of its obligations as contemplated by this Agreement or any of the other Finance Documents, or for any Lender to fund or maintain its participation in the Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrowers, the Available Commitment of that Lender will be immediately cancelled and the Available Facility shall be reduced correspondingly; and
- (c) to the extent that the Lender's participation has not been assigned pursuant to clause 7.8 (*Replacement of Lender*), the Borrowers shall repay that Lender's participation in the Loan on the last day of the Interest Period occurring after the Agent has notified the Borrowers or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be cancelled in the amount of the participation repaid.

7.2 Change of control; delisting

- (a) Change of control
 - (i) The Borrowers shall promptly notify the Agent upon any Obligor becoming aware of a Change of Control occurring.
 - (ii) If a Change of Control occurs and following written instructions by a Lender to this effect, the Agent will, by notice to the Borrowers:
 - (A) with effect from a date (as required by that Lender) specified in that notice, cancel the Available Commitment of that Lender, whereupon the Available Facility shall be reduced correspondingly; and
 - (B) declare that Lender's participation in the Loan to be payable within ten (10) days from the date of such notice and that Lender's corresponding Commitment shall be cancelled in the amount of the participation repaid.
- (b) De-listing

If the Parent ceases to be listed on an Approved Exchange and following written instructions by a Lender to this effect, the Agent will, by notice to the Borrowers:

- (i) with effect from a date (as required by that Lender) specified in that notice, cancel the Available Commitment of that Lender, whereupon the Available Facility shall be reduced correspondingly; and

- (ii) declare that Lender's participation in the Loan to be payable within ten (10) days from the date of such notice and that Lender's corresponding Commitment shall be cancelled in the amount of the participation repaid.

7.3 Sanctions

If the Borrowers or any Obligor is at any time not in compliance with the provisions of clause 22.13 (*Sanctions*) (but only insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations), or at any time when a representation or statement made or deemed to be made under clause 19.39 (*Sanctions*) (but only insofar as it relates to Sanctions not imposed by Germany, the European Union or the United Nations) is or proves to have been untrue, inaccurate, incorrect or misleading when made or deemed to be made, then, without prejudice to any other rights of the Finance Parties under this Agreement and the other Finance Documents, following instructions to this effect by a Lender (other than a Lender established under the laws of Germany and/or with its Facility Office in Germany), the Agent to this effect shall, by notice to the Borrowers:

- (a) cancel the Available Commitment of that Lender immediately, whereupon the Available Facility shall be reduced correspondingly; and
- (b) declare that Lender's participation in the Loan to be payable immediately and that Lender's corresponding Commitment shall be cancelled in the amount of the participation repaid.

7.4 Voluntary cancellation

The Borrowers may, if they give the Agent not less than 10 days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of \$5,000,000 or a multiple of such amount) of the Available Facility which is undrawn at the proposed date of cancellation. Any cancellation under this clause 7.4 shall reduce the Commitments of the Lenders rateably.

7.5 Voluntary prepayment

The Borrowers may, if they give the Agent not less than 10 days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of the Loan (but if in part, being an amount that reduces the amount of the Loan by a minimum amount of \$5,000,000 or a multiple of such amount), on the last day of an Interest Period in respect of the amount to be prepaid.

7.6 Right of cancellation and prepayment in relation to a single Lender

- (a) If:
 - (i) any sum payable to any Lender by an Obligor is required to be increased under clause 13.2 (*Tax gross-up*); or
 - (ii) any Lender claims indemnification from the Borrowers under clause 13.3 (*Tax indemnity*) or clause 14.1 (*Increased costs*),

the Borrowers may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and their intention to procure the repayment of that Lender's participation in the Loan.

- (b) On receipt of a notice referred to in paragraph (a) above, the Commitment of that Lender shall immediately be reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrowers have given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in the Loan

together with all interest and other amounts accrued under the Finance Documents which is then owing to it.

7.7 Right of cancellation in relation to a Defaulting Lender

- (a) If any Lender becomes a Defaulting Lender, the Borrowers may, at any time whilst the Lender continues to be a Defaulting Lender give the Agent ten (10) Business Days' notice of cancellation of the Available Commitment of that Lender.
- (b) On such notice becoming effective, the Available Commitment of the Defaulting Lender shall immediately be reduced to zero and the Available Facility shall be reduced correspondingly and the Agent shall as soon as practicable after receipt of such notice, notify all the Lenders.

7.8 Replacement of Lender

- (a) If:
 - (i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or
 - (ii) the Borrowers become obliged to repay any amount in accordance with clause 7.1 (*Illegality*) to any Lender; or
 - (iii) any of the circumstances set out in paragraph (a) of clause 7.6 (*Right of cancellation and prepayment in relation to a single Lender*) apply to a Lender, the Borrowers may, on ten (10) Business Days' prior notice to the Agent and such Lender, replace such Lender by requiring such Lender to assign (and, to the extent permitted by law, such Lender shall assign) pursuant to clause 31 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement (and any Security Document to which that Lender is a party in its capacity as a Lender) to an Eligible Institution (a **Replacement Lender**) which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in accordance with clause 31 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the assignment in an amount equal to the aggregate of:
 - (A) the outstanding principal amount of such Lender's participation in the Loan;
 - (B) all accrued interest owing to such Lender;
 - (C) the Break Costs which would have been payable to such Lender pursuant to clause 11.4 (*Break Costs*) had the Borrowers prepaid in full that Lender's participation in the Loan on the date of the assignment; and
 - (D) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.
- (b) The replacement of a Lender pursuant to this clause 7.8 shall be subject to the following conditions:
 - (i) the Borrowers shall have no right to replace the Agent or the Security Agent;
 - (ii) neither the Agent nor any Lender shall have any obligation to find a Replacement Lender;
 - (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than thirty (30) Business Days after the date on which that Lender is deemed a Non-Consenting Lender;

- (iv) in no event shall the Lender replaced under this clause 7.8 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (v) the Lender shall only be obliged to assign its rights pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to that assignment.
- (c) A Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Borrowers when it is satisfied that it has complied with those checks.
- (d) In the event that:
- (i) the Borrowers or the Agent (at the request of the Borrowers) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;
 - (ii) the consent, waiver or amendment in question requires the approval of all the Lenders; and
 - (iii) the Majority Lenders have consented or agreed to such waiver or amendment,
- then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a **Non-Consenting Lender**.

7.9 Sale or Total Loss

On a Mortgaged Ship's Disposal Repayment Date, the Borrowers shall prepay such part of the Loan as is required to ensure that, following such prepayment:

- (a) the Security Value is equal to or higher than the Minimum Value; and
- (b) the ratio of (i) the Security Value, to (ii) the Loan minus the Minimum Liquidity Amount (if and to the extent the same is standing to the credit of the Cash Collateral Account pursuant to clause 28.3 (*Cash Collateral Account*)), is not lower than the same ratio was before such prepayment.

7.10 Automatic cancellation

Any part of the Total Commitments which has not become available by the Last Availability Date shall be automatically cancelled at close of business in London on the Last Availability Date.

8 Restrictions

8.1 Notices of cancellation and prepayment

Any notice of cancellation or prepayment given by any Party under clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

8.2 Interest and other amounts

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

8.3 No reborrowing

The Borrowers may not re-borrow any part of the Facility which is prepaid or repaid.

8.4 Prepayment in accordance with Agreement

The Borrowers shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

8.5 No reinstatement of Commitments

No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

8.6 Agent's receipt of notices

If the Agent receives a notice under clause 7 it shall promptly forward a copy of that notice to either the Borrowers or the affected Lender, as appropriate.

8.7 Effect of repayment and prepayment on Commitments

If all or part of any Lender's participation in the Loan is repaid or prepaid, an amount of that Lender's Commitment equal to the amount of the participation which is repaid or prepaid will be deemed to be cancelled on the date of repayment or prepayment.

8.8 Application of cancellations

If the Total Commitments are partially reduced and/or the Loan partially prepaid under this Agreement (other than under clause 7.1 (*Illegality*), clause 7.2 (*Change of control; delisting*), clause 7.6 (*Right of cancellation and prepayment in relation to a single Lender*) and clause 7.7 (*Right of cancellation in relation to a Defaulting Lender*)), the Commitments of the Lenders shall be reduced rateably.

8.9 Application of prepayments

- (a) Any prepayment required as a result of a cancellation in full of an individual Lender's Commitment under clause 7.1 (*Illegality*), clause 7.2 (*Change of control; delisting*) or clause 7.6 (*Right of cancellation and prepayment in relation to a single Lender*) shall be applied in prepaying the relevant Lender's participation in the Loan.
- (b) Any other prepayment shall be applied pro rata to each Lender's participation in the Loan.

8.10 Removal of Lender from security

Upon cancellation and prepayment in full of an individual Lender's Commitment under clause 7.1 (*Illegality*) or clause 7.6 (*Right of cancellation and prepayment in relation to a single Lender*), that Lender and the other Parties must promptly take (and the Borrowers shall ensure that any other relevant Obligor promptly takes) whatever action the Agent may, in its reasonable opinion, deem necessary or desirable for the purpose of removing that Lender as a party to and beneficiary of any Security Documents granted in favour of (among others) the Lenders.

Section 5 - Costs of Utilisation

9 Interest

9.1 Calculation of interest

- (a) The rate of interest on the Loan (or any relevant part of it for which there is a separate Interest Period) for any day during an Interest Period relating to it is the percentage rate per annum which is the aggregate of:
 - (i) the Margin; and
 - (ii) the Compounded Reference Rate for that day.
- (b) If any day during an Interest Period for the Loan (or any relevant part of it) is not an RFR Banking Day, the rate of interest on the Loan (or any relevant part of it) for that day will be the rate applicable to the immediately preceding RFR Banking Day.

9.2 Payment of interest

The Borrowers shall pay accrued interest on the Loan (or any relevant part of it) on the last day of each Interest Period (and, if an Interest Period is longer than three Months, on the dates falling at intervals of three Months after the first day of that Interest Period).

9.3 Default interest

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document to a Finance Party on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is 2 per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the Loan for successive Interest Periods, each of a duration selected by the Agent (acting reasonably).
- (b) Any interest accruing under this clause 9.3 shall be immediately payable by the Obligors on demand by the Agent.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9.4 Notification of rates of interest

- (a) The Agent shall promptly upon an Interest Payment being determinable notify:
 - (i) the Borrowers of that Interest Payment;
 - (ii) each relevant Lender of the proportion of that Interest Payment which relates to that Lender's participation in the relevant Loan; and
 - (iii) the relevant Lenders and the Borrowers of:
 - (A) each applicable rate of interest relating to the determination of that Interest Payment; and
 - (B) to the extent it is then determinable, the Market Disruption Rate (if any).

This paragraph (a) shall not apply to any Interest Payment determined pursuant to clause 11.2 (*Cost of funds*).

- (b) The Agent shall promptly notify the Borrowers of each Funding Rate.
- (c) The Agent shall promptly notify the relevant Lenders and the Borrowers of the determination of a rate of interest to which clause 11.2 (*Cost of funds*) applies.
- (d) This clause 9.4 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

10 Interest Periods

10.1 Selection of Interest Periods

- (a) The Borrowers may select an Interest Period for the Loan in the Utilisation Request or (if the Loan has already been borrowed) in a Selection Notice.
- (b) Each Selection Notice is irrevocable and must be delivered to the Agent by the Borrowers not later than 11:00 a.m. three (3) Business Days before the last day of the then current Interest Period.
- (c) If the Borrowers fail to deliver a Selection Notice to the Agent in accordance with paragraph (a) above, the relevant Interest Period will, subject to clause 10.2 (*Interest Periods overrunning Repayment Dates*), be the period specified in the Reference Rate Terms.
- (d) Subject to this clause 10, the Borrowers may select an Interest Period of any period specified in the Reference Rate Terms, or of any other period previously agreed in writing between the Borrowers and the Agent (acting on the instructions of all the Lenders).
- (e) No Interest Period shall extend beyond the Final Repayment Date.
- (f) The first Interest Period for the Loan shall start on the Utilisation Date and each subsequent Interest Period for the Loan shall start on the last day of its preceding Interest Period.

10.2 Interest Periods overrunning Repayment Dates

If the Borrowers select an Interest Period which would overrun any later Repayment Date, the Loan shall be divided into parts corresponding to the amounts by which the Loan is scheduled to be repaid under clause 6.2 (*Scheduled repayment of Facility*) on each of the Repayment Dates falling during such Interest Period (each of which shall have a separate Interest Period ending on the relevant Repayment Date and to the balance of the Loan (which shall have the Interest Period selected by the Borrowers)).

10.3 Non-Business Days

Any rules specified as “Business Day Conventions” in the Reference Rate Terms shall apply to each Interest Period for the Loan and each Unpaid Sum.

11 Changes to the calculation of interest

11.1 Market disruption

If:

- (a) a Market Disruption Rate is specified in the Reference Rate Terms; and
- (b) before the Reporting Time the Agent receives notification from a Lender or Lenders (whose aggregate participations in the Loan exceed 35% of the Loan or, if prior to the Utilisation, whose Commitments equal or exceed 35% of the Total Commitments), that its cost of funds relating to its participation in the Loan (or relevant part of it), would be in excess of that

Market Disruption Rate, then clause 11.2 (*Cost of funds*) shall apply to the Loan (or the relevant part of it) for the relevant Interest Period.

11.2 Cost of funds

- (a) If this clause 11.2 applies to the Loan (or any relevant part of it) for an Interest Period, clause 9.1 (*Calculation of Interest*) shall not apply to the Loan (or the relevant part of it) for that Interest Period and the rate of interest on each Lender's share of the Loan or relevant part of it for the Interest Period shall be the percentage rate per annum which is the sum of:
 - (i) the Margin; and
 - (ii) the weighted average of each rate notified to the Agent by each Lender as soon as practicable and in any event by the Reporting Time, to be that which expresses as a percentage rate per annum the cost of funds of the Lender relating to its participation in the Loan (or the relevant part of it).
- (b) If this clause 11.2 applies and the Agent or the Borrowers so require, the Agent and the Borrowers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any alternative or substitute basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrowers, be binding on all Parties.
- (d) If this clause 11.2 applies to the Loan pursuant to clause 11.1 (*Market disruption*) and:
 - (i) a Lender's Funding Rate is less than the Market Disruption Rate; or
 - (ii) a Lender does not notify a rate to the Agent by the Reporting Time,that Lender's cost of funds in relation to its participation in the Loan (or the relevant part of it) for that Interest Period shall be deemed, for the purposes of paragraph 11.2(a) above, to be the Market Disruption Rate.

11.3 Notification to the Borrowers

If clause 11.2 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrowers.

11.4 Break Costs

- (a) If an amount is specified as Break Costs in the Reference Rate Terms, the Borrowers shall, within three (3) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs (if any) attributable to all or any part of the Loan or any relevant part of it or Unpaid Sum being paid by the Borrowers on a day prior to the last day of an Interest Period for the Loan or that relevant part of it or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate to the Borrowers and the Agent confirming the amount of its Break Costs for any Interest Period in which they become or may become payable.

12 Fees

12.1 Commitment fee

- (a) The Borrowers shall pay to the Agent (for the account of each Lender) a commitment fee in dollars computed at the rate of 1.20 per cent per annum on that Lender's Available Commitment calculated on a daily basis from the date of this Agreement (the **start date**).

- (b) The Borrowers shall pay the accrued commitment fee on the last day of the period of three Months commencing on the start date, on the last day of each successive period of three Months thereafter, on the Last Availability Date to occur and, if cancelled in full, on the cancelled amount of the relevant Lender's Available Commitment at the time the cancellation is effective.
- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

12.2 Agency fee

The Borrowers shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

12.3 Security agency fee

The Borrowers shall pay to the Security Agent (for its own account) a security agency fee in the amount and at the times agreed in a Fee Letter.

12.4 Upfront fee

The Borrowers shall pay to the Agent (for distribution to each Lender and the Arranger in such manner as agreed between each Lender and the Arranger in their absolute discretion) an upfront fee in the amount and at the times agreed in a Fee Letter.

12.5 Other fees

The Borrowers shall pay any other fees set out in a Fee Letter in the amount and at the times agreed in the applicable Fee Letter.

Section 6 - Additional Payment Obligations

13 Tax gross-up and indemnities

13.1 Definitions

- (a) In this Agreement:

Protected Party means a Finance Party or, in relation to clause 15.5 (*Indemnity concerning security*) and clause 15.8 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clause 15.5 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

- (b) Unless a contrary indication appears, in this clause 13 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

13.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrowers shall, promptly upon any of them becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrowers and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

13.3 Tax indemnity

- (a) Each Obligor who is a Party shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is formed or (as the case may be) incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
 - (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under clause 13.2 (*Tax gross-up*); or
 - (B) relates to a FATCA Deduction required to be made by a Party or any other Obligor which is not a Party.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrowers and the Guarantors.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this clause 13.3, notify the Agent.

13.4 Indemnities on after Tax basis

- (a) If and to the extent that any sum payable to any Protected Party by the Borrowers under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrowers shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.
- (b) If and to the extent that any sum (the Indemnity Sum) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrowers to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrowers shall pay to that Protected Party such sum (the Compensating Sum) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.
- (c) For the purposes of paragraph (a) and paragraph (b) above, a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

13.5 Stamp taxes

The Borrowers shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

13.6 Value added tax

- (a) All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (a) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) Any reference in this clause 13.6 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994).
- (e) In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.

13.7 FATCA information

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or

- (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
- (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraphs (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If a Borrower is a US Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten Business Days of:
- (i) where a Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
 - (ii) where a Borrower is a US Tax Obligor on a date on which any other Lender becomes a Party as a Lender, that date; or
 - (iii) where a Borrower is not a US Tax Obligor, the date of a request from the Agent,
- supply to the Agent:
- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
 - (B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.
- (f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the relevant Borrower.
- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such

updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the relevant Borrower.

- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraphs (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.

13.8 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrowers and the Agent and the Agent shall notify the other Finance Parties.

14 Increased costs

14.1 Increased costs

- (a) Subject to clause 14.3 (*Exceptions*), the Borrowers shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:
 - (i) arises as a result of (A) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (B) compliance with any law or regulation made after the date of this Agreement; and/or
 - (ii) is a Basel III Increased Cost.
- (b) In this Agreement **Increased Costs** means:
 - (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
 - (ii) an additional or increased cost; or
 - (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

14.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to clause 14.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrowers.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

14.3 Exceptions

- (a) Clause 14.1 (*Increased costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
 - (ii) attributable to a FATCA Deduction required to be made by a Party;
 - (iii) compensated for by clause 13.3 (*Tax indemnity*) (or would have been compensated for under clause 13.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of clause 13.3 (*Tax indemnity*) applied); or
 - (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In paragraph (a) above, a reference to a **Tax Deduction** has the same meaning given to the term in clause 13.1 (*Definitions*).

15 Other indemnities

15.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:
 - (i) making or filing a claim or proof against that Obligor; and/or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,that Obligor shall, as an independent obligation, within three Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

15.2 Mandatory Cost

The Borrowers shall, on demand by the Agent, pay to the Agent for the account of the relevant Lender, such amount which any Lender certifies in a notice to the Agent setting out its calculations in reasonably sufficient detail and its good faith determination of the amount necessary to compensate it for complying with:

- (a) in the case of a Lender lending from a Facility Office in a Participating Member State, the minimum reserve requirements (or other requirements having the same or similar purpose) of the European Central Bank or any other authority or agency which replaces all or any of its functions) in respect of loans made from that Facility Office;
- (b) in the case of any Lender lending from a Facility Office in the United Kingdom, any reserve asset, special deposit or liquidity requirements (or other requirements having the same or similar purpose) of the Bank of England (or any other governmental authority or agency) and/or paying any fees to the Financial Conduct Authority and/or the Prudential Regulation Authority (or any other governmental authority or agency which replaces all or any of their functions); and

- (c) in the case of any Lender lending from a Facility Office in Switzerland, any minimum reserve requirements or liquidity requirements (or other requirements having the same or similar purpose) of the Swiss National Bank, the Swiss Financial Markets Supervisory Authority (or any other governmental authority or agency which replaces all or any of their functions),

which, in each case, is referable to that Lender's participation in the Loan. The Agent shall not be obliged or requested to make any such calculation or verify any such amount so certified by any such Lender.

15.3 Other indemnities

The Borrowers shall (or shall procure that another Obligor will), within three Business Days of demand by a Finance Party, indemnify each Finance Party against any and all Losses incurred by that Finance Party as a result of:

- (a) a breach of clause 22.13 (*Sanctions*);
- (b) the occurrence of any Event of Default;
- (c) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 37 (*Sharing among the Finance Parties*);
- (d) funding, or making arrangements to fund, its participation in the Loan requested by the Borrowers in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or
- (e) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers,

but the right of a Lender established under the laws of Germany or with a Facility Office in Germany to be indemnified under paragraph (a) above, shall not apply to such Lender if the relevant breach of clause 22.13 (*Sanctions*) relates to Sanctions not imposed by Germany, the European Union or the United Nations.

15.4 Indemnity to the Agent and the Security Agent

The Borrowers shall promptly indemnify the Agent and the Security Agent against:

- (a) any and all Losses (together with any applicable VAT) incurred by the Agent or the Security Agent as a result of:
 - (i) investigating any event which it reasonably believes is a Default;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) instructing lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents; or
 - (iv) any action taken by the Agent or the Security Agent or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents; and
- (b) any and all Losses (including, without limitation in respect of liability, for negligence or any other category of liability whatsoever) (together with any applicable VAT) incurred by the

Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful default) (or, in the case of any cost, loss or liability pursuant to clause 38.11 (*Disruption to payment systems etc.*) notwithstanding the Agent's or the Security Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent or the Security Agent under the Finance Documents).

15.5 Indemnity concerning security

- (a) The Borrowers shall (or shall procure that another Obligor will) promptly indemnify each Indemnified Person against any and all Losses (together with any applicable VAT) incurred by it as a result of:
 - (i) any failure by the Borrowers to comply with its obligations under clause 17 (*Costs and expenses*) or any similar provision in any other Finance Document;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) the taking, holding, protection or enforcement of the Transaction Security;
 - (iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and/or any other Finance Party and each Receiver and each Delegate by the Finance Documents or by law (otherwise, in each case, than by reason of the relevant Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful default);
 - (v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;
 - (vi) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful default of that Indemnified Person);
 - (vii) instructing lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts as permitted under the Finance Documents; or
 - (viii) (in the case of the Security Agent and/or any other Finance Party, any Receiver and any Delegate) acting as Security Agent and/or as holder of any of the Transaction Security, Receiver or Delegate under the Finance Documents or which otherwise relates to the Charged Property (otherwise, in each case, than by reason of the Security Agent's and/or other Finance Party's, Receiver's or Delegate's gross negligence or wilful default).
- (b) The Security Agent (and each Affiliate of the Security Agent and each officer or employee of the Security Agent or its Affiliate) may, in priority to any payment to the other Finance Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 15.5 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.
- (c) The rights conferred by clause (b) above are without prejudice to any right to indemnity by law given to trustees generally and to any provision of the Finance Documents entitling the Security Agent or any other person to an indemnity in respect of, and/or reimbursement of, any liabilities, costs or expenses incurred or suffered by it in connection with any of the Finance Documents or the performance of any duties under any of the Finance Documents.

15.6 Continuation of indemnities

The indemnities by the Borrowers in favour of any Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrowers of the terms of this Agreement, the repayment or prepayment of the Loan, the cancellation of the Total Commitments or the repudiation by any Finance Party or the Borrowers of this Agreement.

15.7 Third Parties Act

- (a) Each Indemnified Person may rely on the terms of clause 15.5 (*Indemnity concerning security*) and clauses 13 (*Tax gross-up and indemnities*) and 15.8 (*Interest*) insofar as it relates to interest on or the calculation of any amount demanded by that Indemnified Person under clause 15.5 (*Indemnity concerning security*), subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (b) Where an Indemnified Person (other than a Finance Party) (the **Relevant Beneficiary**) who is:
 - (i) appointed by a Finance Party under the Finance Documents;
 - (ii) an Affiliate of any such person or that Finance Party; or
 - (iii) an officer, director, employee, adviser, representative or agent of any of the above persons or that Finance Party,

is entitled to receive any amount (a **Third Party Claim**) under any of the provisions referred to in paragraph (a) above:

- (A) the Borrowers shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to that Finance Party a sum in the amount of that Third Party Claim;
- (B) payment of such sum to that Finance Party shall, to the extent of that payment, satisfy the corresponding obligations of the Borrowers to pay the Third Party Claim to the Relevant Beneficiary; and
- (C) if the Borrowers pay the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrowers to that Finance Party under sub-paragraph (A) above.

15.8 Interest

Moneys becoming due by the Borrowers to any Indemnified Person under the indemnities contained in this clause 15 (*Other indemnities*) or elsewhere in this Agreement shall be paid on demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the date of demand therefor to the date of reimbursement by the Borrowers to such Indemnified Person (both before and after judgment) at the rate referred to in clause 9.3 (*Default interest*).

15.9 Exclusion of liability

Without prejudice to any other provision of the Finance Documents excluding or limiting the liability of any Indemnified Person, no Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful default. Any Indemnified Person may rely on this clause 15.9 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

15.10 Waiver

In no event shall any of the Finance Parties be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, loss of profit, business or goodwill) and regardless of whether any Finance Party was informed of the likelihood of such loss and irrespective of whether any such claim is made for breach of contract, in tort or otherwise and the Obligors hereby waive, release and agree (for and on behalf of themselves and on behalf of the other Group Members and their respective Affiliates and shareholders) not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in their favour.

16 Mitigation by the Lenders

16.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrowers, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 13 (*Tax gross-up and indemnities*), clause 14 (*Increased costs*) including (but not limited to) assigning its rights under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

16.2 Limitation of liability

- (a) The Borrowers shall promptly indemnify each Finance Party for all costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 16.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under clause 16.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

17 Costs and expenses

17.1 Transaction expenses

The Borrowers shall promptly on demand pay the Agent, the Security Agent, the Arranger the amount of all reasonable and documented costs and expenses (including fees, travelling costs, other costs and expenses of lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by any of them (and in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication, registration and perfection and any release, discharge or reassignment of:

- (a) this Agreement, any other documents referred to in this Agreement and the Security Documents;
- (b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any document executed to provide additional security under clause 26 (*Minimum security value*); or
- (c) any Security Interest expressed or intended to be granted by a Finance Document,

whether or not the transactions contemplated under the Finance Documents are consummated.

17.2 Amendment costs

If:

- (a) an Obligor requests an amendment, waiver or consent; or
- (b) an amendment or waiver is required pursuant to clause 38.10 (*Change of currency*) or clause 44.4 (*Changes to reference rates*),

the Borrowers shall, within three Business Days of demand, reimburse each Arranger (for as long as it or any of its Affiliates are also a Lender) and/or each of the Agent and/or the Security Agent (as applicable) for the amount of all costs and expenses (including fees, travelling costs, other costs and expenses of lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by any Arranger (for as long as it or any of its Affiliates are also a Lender), the Agent or the Security Agent (and in the case of the Security Agent by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

17.3 Agent's and Security Agent's management time and additional remuneration

- (a) Any amount payable to the Agent or the Security Agent under clause 15.4 (*Indemnity to the Agent and the Security Agent*), clause 15.5 (*Indemnity concerning security*), clause 17 (*Costs and expenses*) or clause 32.15 (*Lenders' indemnity to the Agent and others*) shall include the cost of utilising the Agent's or (as the case may be) the Security Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent or (as the case may be) the Security Agent may notify to the Borrowers and the other Finance Parties, and is in addition to any other fee paid or payable to the Agent or the Security Agent.
- (b) Any cost of utilising the Agent's management time or other resources shall include, without limitation, any such costs in connection with clause 44.9 (*Disenfranchisement of Parent Affiliates*).
- (c) Without prejudice to paragraph (a) above, in the event of:
 - (i) a Default;
 - (ii) the Agent or the Security Agent being requested by an Obligor or the other Finance Parties to undertake duties which the Agent or (as the case may be) the Security Agent and the Borrowers agree to be of an exceptional nature or outside the scope of the normal duties of the Agent or (as the case may be) the Security Agent under the Finance Documents (which, for the avoidance of doubt, shall include any amendments to the Finance Documents and the time incurred in relation thereto); or
 - (iii) the Agent or (as the case may be) the Security Agent and the Borrowers agreeing that it is otherwise appropriate in the circumstances,

the Borrowers shall pay to the Agent or (as the case may be) the Security Agent any additional remuneration that may be agreed between them or determined pursuant to paragraph (d) below.

- (d) If the Agent or (as the case may be) the Security Agent and the Borrowers fail to agree upon the nature of the duties, or upon the additional remuneration referred to in paragraph (c) above or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by a financial institution (acting as an expert and not as an arbitrator) selected by the Agent or (as the case may be) the Security Agent and approved by the Borrowers or, failing approval, nominated (on the application of the Agent or (as the case may be) the Security Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the financial institution being

payable by the Borrowers) and the determination of any financial institution shall be final and binding upon the Parties.

17.4 Enforcement, preservation and other costs

The Borrowers shall, on demand by a Finance Party, pay to each Finance Party (through the Agent, except where a payment is to be made to the Security Agent, in which case such payment shall be made directly to the Security Agent) the amount of all costs and expenses (including fees, costs and expenses of lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts) (together with any applicable VAT) incurred by that Finance Party in connection with:

- (a) the enforcement of, or the preservation of any rights under, any Finance Document and the Transaction Security and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents or enforcing those rights;
- (b) any valuation carried out under clause 26 (*Minimum security value*) when it is so stipulated under clause 26.3 (*Expenses of valuation*);
- (c) any inspection carried out under clause 24.8 (*Inspection and notice of dry-docking*) provided that (i) if the relevant Ship is, pursuant to such inspection, found to be in satisfactory condition and maintaining specifications acceptable to the Majority Lenders and (ii) if no Event of Default has occurred, the Borrowers shall bear the cost of such inspection only once per calendar year; or
- (d) any survey carried out under clause 24.16 (*Survey report*) or any inspection carried out under clause 22.15 (*Inspection*).

Section 7 - Guarantee

18 Guarantee and indemnity

18.1 Guarantee and indemnity

Each Guarantor hereby irrevocably and unconditionally and jointly and severally with the other Guarantor:

- (a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents (including the repayment when due of any debit balances or overdrawn amounts in any Account);
- (b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document (including the repayment when due of any debit balances or overdrawn amounts in any Account), it shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that it will, as an independent and primary obligation, indemnify each Finance Party immediately on demand against any cost, loss or liability it incurs:
 - (i)
 - (A) if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (including the obligation to repay when due any debit balances or overdrawn amounts in any Account); or
 - (B) by operation of law, and as a result of the same, the Borrowers have not paid any amount which would, but for such unenforceability, invalidity, illegality or operation of law, have been payable by the Borrowers under any Finance Document (including the repayment when due of any debit balances or overdrawn amounts in any Account) on the date when it would have been due; or
 - (ii) if as a result (directly or indirectly) of the introduction of or any change in (or the interpretation, administration or application of) any law or regulation, or compliance with any law, regulation or administrative procedure made after entry into this Agreement (a **Change in Law**), there is a change in the currency, the value of the currency or the timing, place or manner in which any obligation guaranteed by a Guarantor is payable.

The amount payable by a Guarantor under this indemnity:

- (1) in respect of paragraph (i) above, shall be the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee but for any relevant unenforceability, invalidity or illegality, and
- (2) in respect of paragraph (ii) above, shall include (aa) the difference between (x) the amount (if any) received by the Security Agent and the other Finance Parties from the Borrowers and (y) the amount that the Borrowers were obliged to pay under the original express terms of the Finance Documents in the currency specified in the Finance Documents, disregarding any Change in Law (the Original Currency), and (bb) all further costs, losses and liabilities suffered or incurred by

the Security Agent and the other Finance Parties as a result of a Change in Law.

For the purposes of (aa)(x) above, if payment was not received by the Security Agent or the other Finance Parties in the Original Currency, the amount received by the Security Agent and the other Finance Parties shall be deemed to be that payment's equivalent in the Original Currency converted, actually or notionally at the Security Agent's discretion, on the day of receipt at the then prevailing spot rate of exchange of the Security Agent or if, in the Security Agent's opinion, it could not reasonably or properly have made a conversion on the day of receipt of the equivalent of that payment in the Original Currency, that payment's equivalent as soon as the Security Agent could, in its opinion, reasonably and properly have made a conversion of the Original Currency with the currency of payment.

If the Original Currency no longer exists, the Guarantors shall make such payment in such currency as is, in the reasonable opinion of the Security Agent, required, after taking into account any payments by the Borrowers, to place the Security Agent and the other Finance Parties in a position reasonably comparable to that it would have been in had the Original Currency continued to exist.

18.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

18.3 Reinstatement

If any payment is made by an Obligor, or any discharge, release or arrangement is given by a Finance Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) in whole or in part on the basis of any payment, security or other disposition, and the same is avoided or reduced or must be restored in, or as a result of, insolvency, liquidation, administration or any other similar event or otherwise, then:

- (a) the liability of each Obligor under this clause 18 shall continue or be reinstated as if the payment, discharge, release, arrangement, avoidance or reduction had not occurred; and
- (b) each Finance Party shall be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, release, arrangement, avoidance or reduction had not occurred.

18.4 Waiver of defences

The obligations of each Guarantor under this clause 18 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause 18, would reduce, release or prejudice any of its obligations under this clause 18 including (without limitation):

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (g) any law or regulation of any jurisdiction or any other event affecting any term of the guaranteed obligations;
- (h) any other circumstance that might constitute a defence of the Guarantor; or
- (i) any insolvency or similar proceedings.

18.5 Guarantor intent

Without prejudice to the generality of clause 18.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.

18.6 Immediate recourse

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this clause 18. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

18.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of a Guarantor's liability under this clause 18.

18.8 Deferral of Guarantors' rights

- (a) Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 18:
 - (i) to be indemnified by another Obligor;
 - (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which that Guarantor has given a guarantee, undertaking or indemnity under clause 18 (*Guarantee and indemnity*);
 - (v) to exercise any right of set-off against any other Obligor; and/or
 - (vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.
- (b) If a Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 38 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

18.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

18.10 Guarantors' rights and obligations

- (a) The obligations of each Guarantor under the Guarantee and under this Agreement are joint and several. Failure by a Guarantor to perform its obligations under the Guarantee and/or this Agreement shall constitute a failure by all of the Guarantors.
- (b) Each Guarantor irrevocably and unconditionally jointly and severally with the other Guarantor:
 - (i) agrees that it is responsible for the performance of the obligations of the other Guarantor under the Guarantee and this Agreement;
 - (ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Guarantors under the Guarantee and under this Agreement; and
 - (iii) agrees with each Finance Party that, if any obligation of the other Guarantor under the Guarantee and this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of the other Guarantor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the other Guarantor under the Guarantee and/or this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- (c) The obligations of each Guarantor under the Finance Documents shall continue until all amounts which may be or become payable by the Guarantors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

18.11 Amendments

Any amendment, waiver, discharge, release or consent in relation to the Guarantee and/or this clause 18 may only be made or given in writing.

Section 8 - Representations, Undertakings and Events of Default

19 Representations

Each Obligor who is a Party makes and repeats the representations and warranties set out in this clause 19 to each Finance Party at the times specified in clause 19.40 (*Times when representations are made*) except that the representations and warranties of clause 19.39 (*Sanctions*) insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations will not be so made and repeated to any Finance Party established under the laws of Germany and/or with its Facility Office in Germany.

19.1 Status

- (a) Each Obligor is duly incorporated, formed or established and validly existing under the laws of the jurisdiction of its incorporation, formation or establishment as a limited liability company or corporation or limited partnership (as the case may be).
- (b) Each Obligor and each other Group Member has power and authority to own its assets and to carry on its business as it is now being conducted.

19.2 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by each Obligor in each Transaction Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations; and
- (b) (without limiting the generality of paragraph (a) above) each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

19.3 Non-conflict

The entry into and performance by each Obligor of, and the transactions contemplated by the Transaction Documents and the granting of the Transaction Security do not and will not conflict with:

- (a) any law or regulation applicable to any Obligor;
- (b) the Constitutional Documents of any Obligor or any other Group Member; or
- (c) any agreement or other instrument binding upon any Obligor or any other Group Member or its or any other Group Member's assets,

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Maritime Lien or under a Security Document) on any Obligor's or any other Group Member's assets, rights or revenues.

19.4 Power and authority

- (a) Each Obligor has the power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, performance and delivery of, and compliance with, each Transaction Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

- (b) No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Transaction Document to which such Obligor is, or is to be, a party.

19.5 Validity and admissibility in evidence

- (a) All Authorisations required or desirable:
 - (i) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Transaction Document to which it is a party;
 - (ii) to make each Transaction Document to which it is a party admissible in evidence in its Relevant Jurisdictions; and
 - (iii) to ensure that the Transaction Security has the priority and ranking contemplated by the Security Documents,

have been obtained or effected and are in full force and effect except any Authorisation or filing referred to in clause 19.14 (*No filing or stamp taxes*), which Authorisation or filing will be promptly obtained or effected within any applicable period.
- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and each other Group Member have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations might have a Material Adverse Effect.

19.6 Governing law and enforcement

- (a) The choice of English law or any other applicable law as the governing law of any Transaction Document will be recognised and enforced in each Obligor's Relevant Jurisdictions.
- (b) Any judgment obtained in any Transaction Document in the jurisdiction of the governing law of that Transaction Document will be recognised and enforced in its Relevant Jurisdictions.

19.7 No misleading information

- (a) Any factual information contained in the Information Package is true and accurate in all material respects as at the date of the relevant report or document containing the information or (as the case may be) as at the date the information is expressed to be given.
- (b) Any financial projection or forecast contained in the Information Package has been prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair (as at the date of the relevant report or document containing the projection or forecast) and arrived at after careful consideration.
- (c) The expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Information Package were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds.
- (d) No event or circumstance has occurred or arisen and no information has been omitted from the Information Package and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the Information Package being untrue or misleading in any material respect.
- (e) All other written information provided by any Group Member (including its advisers) to a Finance Party was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.

- (f) For the purposes of this clause 19.7, **Information Package** means any information provided by any Obligor or any other Group Member to any of the Finance Parties in connection with the Transaction Documents or the transactions referred to in them including that contained in the Information Memorandum.

19.8 Original Financial Statements

- (a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) The Original Financial Statements fairly present the financial condition as at the end of the relevant Financial Year and its results of operations during the relevant Financial Year of the relevant Obligors and the Group (consolidated in the case of the Group and the Arctic LNG Guarantor, respectively) during the relevant Financial Year.
- (c) There has been no material adverse change in the assets, business, prospects or financial condition of any Obligor (other than the Manager) (or the assets, business, prospects or consolidated financial condition of the Group, in the case of the Parent or of the Arctic LNG Guarantor, respectively) since the date of the Original Financial Statements.

19.9 Pari passu ranking

Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

19.10 Ranking and effectiveness of security

Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any legal opinion delivered to the Agent and/or the Security Agent under clause 4.1 (*Initial conditions precedent*):

- (a) the Transaction Security has (or will have when the relevant Security Documents have been executed) the priority which it is expressed to have in the Security Documents;
- (b) the Charged Property is not subject to any Security Interest other than Permitted Security Interests; and
- (c) the Transaction Security will constitute perfected security on the assets described in the Security Documents.

19.11 Centre of main interests and establishments

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the **Regulation**), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its Original Jurisdiction and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction.

19.12 Ownership of Charged Property

Each Obligor is the sole legal and beneficial owner of the Charged Property over which it purports to grant a Security Interest under the Security Documents.

19.13 No insolvency

No corporate action, legal proceeding or other procedure or step described in clause 30.10 (*Insolvency proceedings*) or creditors' process described in clause 30.11 (*Creditors' process*) has been taken or, to the knowledge of any Obligor, threatened in relation to a Group Member and none of the circumstances described in clause 30.9 (*Insolvency*) applies to any Group Member.

19.14 No filing or stamp taxes

Under the laws of each Obligor's Relevant Jurisdictions it is not necessary that any Transaction Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Transaction Document or the transactions contemplated by the Transaction Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Transaction Document.

19.15 Deduction of Tax

No Obligor is required to make any Tax Deduction (as defined in clause 13.1 (*Definitions*)) from any payment it may make under any Finance Document to which it is, or is to be, a party and no other party is required to make any such deduction from any payment it may make under any other Transaction Document.

19.16 Tax compliance

- (a) No Obligor or other Group Member is materially overdue in the filing of any Tax returns or overdue in the payment of any amount in respect of Tax.
- (b) No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor or other Group Member with respect to Taxes such that a liability of, or claim against, any Obligor or other Group Member is reasonably likely to arise for an amount for which adequate reserves have not been provided in the Original Financial Statements and which might have a Material Adverse Effect.
- (c) Each Obligor is resident for Tax purposes only in its Original Jurisdiction.

19.17 Other Tax matters

The execution or delivery or performance by any Party of the Finance Documents will not result in any Finance Party:

- (a) having any liability in respect of Tax in any Flag State;
- (b) having or being deemed to have a place of business in any Flag State or any Relevant Jurisdiction of any Obligor.

19.18 Pension exposure

No Group Member is, or may be, liable to contribute funds to any form of pension scheme or similar arrangement (other than a scheme or arrangement where the benefits conferred by it on its members are calculated solely by reference to a payment or payments made by the relevant member or by any other person in respect of that member).

19.19 No Default

- (a) No Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any other Group Member or to which any Obligor's (or any other Group Member's) assets are subject which might have a Material Adverse Effect.

19.20 No proceedings

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor or any other Group Member.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of any Obligor's knowledge and belief (having made due and careful enquiry)) been made against any Obligor or any other Group Member.

19.21 No breach of laws

- (a) No Obligor or other Group Member has breached any law or regulation which breach might have a Material Adverse Effect.
- (b) No labour dispute is current or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), threatened against any Obligor or other Group Member which might have a Material Adverse Effect.

19.22 Environmental matters

- (a) No Environmental Law applicable to any Fleet Vessel and/or any Obligor or other Group Member has been violated in a manner or to an extent which might have, a Material Adverse Effect.
- (b) All consents, licences and approvals required under such Environmental Laws have been obtained and are currently in force.
- (c) No Environmental Claim has been made or, to the best of any Obligor's knowledge and belief (having made due and careful enquiry), is threatened or is pending against any Group Member or any Fleet Vessel where that claim might have a Material Adverse Effect and there has been no Environmental Incident which has given, or might give, rise to such a claim.

19.23 Anti-corruption law

Each Group Member has conducted its businesses in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

19.24 Security and Financial Indebtedness

- (a) No Security Interest exists over all or any of the present or future assets of any Obligor, in breach of this Agreement.
- (b) No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

19.25 Ownership of assets

Each Obligor is or, on the date the Security Documents to which it is a party are entered into, will be, the sole legal and beneficial owner of the respective assets over which it purports to grant a Security Interest under the Security Documents, to which it is a party.

19.26 Shares

- (a) The shares of each Owner are fully paid and not subject to any option to purchase or similar rights.
- (b) The Constitutional Documents of each Owner do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents.
- (c) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of each Owner (including any option or right of pre-emption or conversion).

19.27 Ownership of Obligors

- (a) Each Borrower is a direct wholly-owned Subsidiary of the Arctic LNG Guarantor.
- (b) The Dynagas Finance LLC Guarantor is a direct wholly-owned Subsidiary of the Arctic LNG Guarantor.
- (c) The Arctic LNG Guarantor is a direct wholly-owned Subsidiary of the Dynagas Equity Guarantor.
- (d) The Dynagas Equity Guarantor is a wholly-owned direct Subsidiary of the Dynagas Operating Guarantor.
- (e) Each of the Dynagas Finance Guarantor, the Dynagas Operating GP Guarantor and the Dynagas Operating LP Guarantor is a wholly-owned direct Subsidiary of the Parent.
- (f) Not less than 100% of total share capital, total common partnership interest and units and the total limited liability company interest (as applicable) in each other Guarantor and each Borrower is owned (legally and/or beneficially, directly and/or indirectly) by the Parent, and the Parent controls each other Guarantor and each Borrower.
- (g) Not less than 43.9% of the total common partnership interest and units in the Parent is directly owned (legally and beneficially) by the Sponsor, and the Sponsor controls the Parent.
- (h) The General Partner ceases to be the general partner of the Parent.
- (i) The Permitted Holders control each of the General Partner, the Sponsor and the Manager.
- (j) Not less than 100% of the issued and outstanding (i) share capital and (ii) voting share capital of each of the Sponsor and the Manager, and not less than 100% of the total limited liability company interest in the General Partner, are owned (legally and/or beneficially, directly and/or indirectly) by the Permitted Holders.

- (k) The Dynagas Operating GP Guarantor is the general partner of the Dynagas Operating LP Guarantor.

19.28 No Change of Control

There has not been a Change of Control.

19.29 Accounting Reference Date

The Financial Year-end of each Obligor and other Group Member is the Accounting Reference Date.

19.30 No adverse consequences

- (a) It is not necessary under the laws of the Relevant Jurisdictions of any Obligor:
- (i) in order to enable any Finance Party to enforce its rights under any Finance Document to which it is, or is to be, a party; or
 - (ii) by reason of the execution of any Finance Document or the performance by any Obligor of its obligations under any Finance Document,

that any Finance Party should be licensed, qualified or otherwise entitled to carry on business in any of such Relevant Jurisdictions.

- (b) No Finance Party is or will be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction of any Obligor by reason only of the execution, performance and/or enforcement of any Finance Document.

19.31 Copies of documents

The copies of the Transaction Documents which are not Finance Documents and the Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery and no other agreements or arrangements exist between any of the parties to any Transaction Document which would materially affect the transactions or arrangements contemplated by them or modify or release the obligations of any party under them.

19.32 No breach, etc of any Charter Document

No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Charter Document to which it is a party nor has anything occurred which entitles or may entitle any party to any Charter Document to rescind or terminate it or decline to perform their obligations under it or which would render it illegal, invalid or unenforceable.

19.33 No breach of any Charter Document

No Obligor nor (so far as the Obligors are aware) any other person is in breach of any Charter Document to which it is a party nor has anything occurred which entitles or may entitle any party to rescind or terminate it or decline to perform their obligations under it.

19.34 No immunity

No Obligor or any of its assets is immune to any legal action or proceeding.

19.35 Ship status

Each Ship will on the first day of the relevant Mortgage Period be:

- (a) registered in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) operationally seaworthy and in every way fit for service;
- (c) classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society; and
- (d) insured in the manner required by the Finance Documents.

19.36 Ship's employment

Each Ship shall on the first day of the relevant Mortgage Period:

- (a) have been delivered, and accepted for service, under its Charter; and
- (b) be free of any other charter commitment which, if entered into after that date, would require approval under the Finance Documents.

19.37 Address commission

There are no rebates, commissions or other payments in connection with any Charter other than those referred to in it.

19.38 Money Laundering

In relation to the borrowing by each Borrower of the Loan, the performance and discharge of its obligations and liabilities under the Finance Documents, and the transactions and other arrangements effected or contemplated by the Finance Documents to which each Borrower is a party, each Borrower confirms that:

- (a) all its operations are and have been conducted at all times in compliance with all Anti-Money Laundering Laws;
- (b) it has instituted and maintained, and will continue to maintain and enforce, policies and procedures which are designed to promote compliance with Anti-Money Laundering Laws;
- (c) no action, suit or proceeding by or before any court, governmental agency, authority, body or any arbitrator involving such Borrower or its management board with respect to Anti-Money Laundering Laws is pending and no such actions, suits or proceedings are threatened or contemplated;
- (d) it is acting for its own account;
- (e) it will use the proceeds of the Loan for its own benefit, under its full responsibility and exclusively for the purposes specified in this Agreement;
- (f) it shall (and shall ensure that all its directors, officers, or employees shall) not directly or indirectly use the proceeds of the Loan for any purpose that would constitute a breach of Anti-Money Laundering Laws; and
- (g) the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented to combat money laundering (as defined in the provisions of the directive (2015/849/EC) of the European Parliament and of the Council and/or Article 305bis of the Swiss Penal Code).

For the purposes of this clause 19.38:

Anti-Money Laundering Laws means:

- (a) all applicable anti-money laundering laws of any jurisdiction in which an Obligor conducts business; and
- (b) the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency including regulations governing predicate offences for money laundering.

19.39 Sanctions

- (a) No Ship is a vessel with which any individual, entity or any other person is prohibited or restricted from dealing with under any Sanctions.
- (b) No Obligor nor any other Group Member nor any Affiliate of any Group Member, nor any of their respective directors, officers or employees nor, to the best of the knowledge of any Obligor, any persons acting on any of their behalf:
 - (i) is a Prohibited Person;
 - (ii) is subject to or the target of any United Nations, United States, European Union, or any of the member states of the European Union, Switzerland or the United Kingdom or any other sanctions regime regarding in particular, but not exclusively, economic sanctions against Iran, including, without limitation, any Sanctions;
 - (iii) is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
 - (iv) owns or controls a Prohibited Person;
 - (v) is located or resident in, or doing business or operating from, organised, formed or (as the case may be) incorporated under the laws of, a country or territory which is, or whose government is, the subject of Sanctions (including, without limitation, Cuba, Iran, Burma (Myanmar), North Korea, Sudan, Syria and the Crimea Region as at the date of this Agreement);
 - (vi) is in breach of Sanctions; or
 - (vii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.

19.40 Times when representations are made

- (a) All of the representations and warranties set out in this clause 19 (other than Ship Representations) are deemed to be made on the dates of:
 - (i) this Agreement;
 - (ii) the Utilisation Request;
 - (iii) the Utilisation; and
 - (iv) the date when the Borrowers request that the Blocked Amount is withdrawn pursuant to clause 28.3(e) and the date when the Blocked Amount is to be so withdrawn.
- (b) The Repeating Representations are deemed to be made on the date of issuance of each Compliance Certificate and the first day of each Interest Period and, in the case of the representation in clause 19.7 (*No misleading information*) (but in relation to the Information Memorandum only), on the date of primary syndication of the Facility.

- (c) All of the Ship Representations are deemed to be made on the first day of the Mortgage Period for the relevant Ship.
- (d) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

20 Information undertakings

Each Borrower undertakes that this clause 20 will be complied with throughout the Facility Period.

In this clause 20:

Annual Financial Statements means each of the audited consolidated financial statements for a Financial Year of the Parent delivered pursuant to clause 20.1 (*Financial statements*).

Semi-Annual Financial Statements means each of the unaudited consolidated financial statements for the first financial half-year of a Financial Year of the Parent delivered pursuant to clause 20.1 (*Financial statements*).

20.1 Financial statements

- (a) The Borrowers shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):
 - (i) the audited consolidated financial statements of the Parent for each Financial Year as soon as the same become available, but in any event within 180 days after the end of each Financial Year;
 - (ii) the unaudited consolidated financial statements of the Parent and the unaudited consolidated financial statements of the Arctic LNG Guarantor for the first financial half-year of each Financial Year as soon as the same become available, but in any event within 90 days after the end of each such financial half-year; and
 - (iii) the unaudited financial statements of each Borrower and the unaudited consolidated financial statements of the Arctic LNG Guarantor, in each case for each Financial Year as soon as the same become available, but in any event within 180 days after the end of each Financial Year.

20.2 Provision and contents of Compliance Certificate and valuations

- (a) The Parent shall supply to the Agent (and the Agent shall supply to each Lender):
 - (i) with each set of Annual Financial Statements and Semi-Annual Financial Statements, a Compliance Certificate; and
 - (ii) with each set of Annual Financial Statements and Semi-Annual Financial Statements, valuations of each Fleet Vessel (as defined in clause 21.1 (*Financial definitions*)), each made in accordance with clause 26 (*Minimum security value*) and showing the value of each such Fleet Vessel (and for such purposes, the provisions of such clause 26 (*Minimum security value*) shall apply to each such Fleet Vessel and this paragraph (a)(ii) mutatis mutandis as if each such Fleet Vessel was a Ship).
- (b) Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 21.2 (*Financial condition*).
- (c) Each Compliance Certificate shall be signed by the chief financial officer of the Parent.

20.3 Requirements as to financial statements

- (a) The Borrowers shall procure that each set of financial statements delivered pursuant to clause 20.1 (*Financial statements*) includes a profit and loss account, a balance sheet and a cashflow statement and that, in addition, each set of annual financial statements of the Parent shall be audited by the Auditors.
- (b) Each set of financial statements delivered pursuant to clause 20.1 (*Financial statements*) shall:
 - (i) be prepared in accordance with GAAP;
 - (ii) fairly present, and be certified by a director of the relevant company as fairly presenting, its financial condition and operations, as at the date as at which those financial statements were drawn up and, in the case of the annual financial statements of the Parent, shall be accompanied by any letter addressed to the management of the Parent by the Auditors and accompanying those annual financial statements; and
 - (iii) in the case of audited annual financial statements, not be the subject of any qualification in the Auditors' opinion.
- (c) The Borrowers shall procure that each set of financial statements delivered pursuant to clause 20.1 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrowers notify the Agent that there has been a change in GAAP or the accounting practices and the Auditors deliver to the Agent:
 - (i) a description of any change necessary for those financial statements to reflect the GAAP or accounting practices and reference periods upon which corresponding Original Financial Statements were prepared; and
 - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether clause 21 (*Financial covenants*) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

20.4 Presentations

Once in every Financial Year, or more frequently if requested to do so by the Agent if the Agent reasonably suspects a Default is continuing or may have occurred or may occur, the Borrowers shall procure that at least two officers of the Parent (one of whom shall be the chief financial officer) give a presentation to the Finance Parties about the on-going business and financial performance of the Group and any other matter which a Finance Party may reasonably request.

20.5 Year-end

The Borrowers shall procure that each Financial Year-end of each Obligor and each Group Member falls on the Accounting Reference Date.

20.6 Information: miscellaneous

The Borrowers shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) at the same time as they are dispatched, copies of all documents dispatched by the Parent to its shareholders generally (or any class of them) or dispatched by the Parent or any Obligor to its creditors generally (or any class of them);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Group Member, and which, if adversely determined, might have a Material Adverse Effect or which would involve a liability, or a potential or alleged liability, exceeding \$1,000,000 (or its equivalent in other currencies);
- (c) promptly on request by the Agent (acting on the instructions of the Majority Lenders given to the Agent not later than 30 days before the beginning of each Financial Year), a budget and cash flow projections for the Group in respect of such Financial Year, in form and substance reasonably acceptable to the Majority Lenders;
- (d) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against any Group Member and which is reasonably likely to have a Material Adverse Effect or which would involve a liability, or a potential or alleged liability, exceeding \$1,000,000 (or its equivalent in other currencies);
- (e) promptly, such information as the Agent or the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents; and
- (f) promptly on request, such further information regarding the financial condition, assets, liabilities and operations of the Group and/or any Group Member as any Finance Party through the Agent may reasonably request.

20.7 Notification of Default

- (a) The Borrowers shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, the Borrowers shall supply to the Agent a certificate signed by two of its directors or senior officers of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.8 Sufficient copies

The Borrowers, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders.

20.9 Use of websites

- (a) The Borrowers may satisfy their obligation under this Agreement to deliver any information in relation to those Lenders (the **Website Lenders**) who accept this method of communication by posting this information onto an electronic website designated by the Borrowers and the Agent (the **Designated Website**) if:
 - (i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
 - (ii) both the Borrowers and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
 - (iii) the information is in a format previously agreed between the Borrowers and the Agent.

- (b) If any Lender (a **Paper Form Lender**) does not agree to the delivery of information electronically then the Agent shall notify the Borrowers accordingly and the Borrowers shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Borrowers shall supply the Agent with at least one copy in paper form of any information required to be provided by it.
- (c) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Borrowers and the Agent.
- (d) The Borrowers shall promptly upon any of them becoming aware of its occurrence notify the Agent if:
 - (i) the Designated Website cannot be accessed due to technical failure;
 - (ii) the password specifications for the Designated Website change;
 - (iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
 - (iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or
 - (v) any Borrower becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.
- (e) If the Borrowers notify the Agent under paragraphs (i) to (v) above, all information to be provided by the Borrowers under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.
- (f) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Borrowers shall comply with any such request within ten Business Days.

20.10 “Know your customer” checks

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement;
 - (iii) a proposed assignment by a Lender of any of its rights under this Agreement to a party that is not already a Lender prior to such assignment; or
 - (iv) any law and/or regulation to prevent money laundering and corruption, to conduct ongoing monitoring of the business relationship with the Obligors or in relation to necessary “know your customer” or other similar checks as applicable to a Lender or the transactions contemplated in the Finance Documents,

obliges the Agent, the Security Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or the Security Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender), the Security Agent

or any Lender in order for the Agent, the Security Agent or such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender, to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents. The Obligors will promptly notify the relevant Lender of any changes in any information supplied by them from time to time to any Lender.

- (b) Each Finance Party shall, promptly upon the request of the Agent or the Security Agent, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent or the Security Agent (for itself) in order for it to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20.11 Money Laundering

The Borrowers will:

- (a) provide the Agent (and the Agent shall provide each Lender) with information, certificates and any documents required by the Agent or any other Finance Party to ensure compliance with any law official requirement or other regulatory measure or procedure implemented to combat money laundering (as defined in the provisions of the directive (2015/849/EC) of the European Parliament and of the Council and/or Article 305bis of the Swiss Penal Code) throughout the Facility Period; and
- (b) notify the Agent (and the Agent shall notify each Lender) as soon as it becomes aware of any matters evidencing that a breach of any law official requirement or other regulatory measure or procedure implemented to combat money laundering (as defined in the provisions of the directive (2015/849/EC) of the European Parliament and of the Council and/or Article 305bis of the Swiss Penal Code) may or is about to occur or that the person(s) who have or will receive the commercial benefit of this Agreement have changed from the date hereof.

21 Financial covenants

Each Obligor who is a Party undertakes that this clause 21 will be complied with throughout the Facility Period.

21.1 Financial definitions

In this clause 21:

Cash and Cash Equivalent means, at any relevant time:

- (a) cash in hand or on deposit with any bank;
- (b) Marketable Securities valued at their then published market value rates; and
- (c) any other instrument, security or investment approved by the Majority Lenders,

which is free from any Security Interests and/or restrictions and to which any Group Member is beneficially entitled at that time and which are readily available to Group Members and capable of being applied against Financial Indebtedness (which however shall include the Minimum Liquidity Amount if and for as long as it is standing to the credit of the Cash Collateral Account as required by clause 28.3 (*Cash Collateral Account*)), as demonstrated by the then most recent Financial Statements.

Financial Statements means any of the Annual Financial Statements or the Semi-Annual Financial Statements of the Parent referred to and defined as such in clause 20.1 (*Financial statements*).

Fleet Market Value means, as of the date of calculation, the aggregate value of:

- (a) the Mortgaged Ships, as most recently determined pursuant to valuations made in accordance with the provisions of clause 26 (*Minimum security value*); and
- (b) all other Fleet Vessels (other than the Mortgaged Ships), as most recently determined pursuant to valuations of such vessels provided to the Agent together with each Compliance Certificate and made in accordance with the provisions of clause 26 (*Minimum security value*) which shall apply for the purposes of this paragraph mutatis mutandis to each Fleet Vessel as if each such vessel was a Ship.

Fleet Vessels means each of the Fleet Vessels as defined in clause 1.1 (*Definitions*) (including, but not limited to, the Ships but excluding vessels under construction) but only to the extent owned by the Group Members and **Fleet Vessel** means any of them.

Market Value Adjusted Total Assets means, at any relevant time and in relation to a Measurement Period, the Total Assets as shown in the then most recent Financial Statements relevant to such Measurement Period, adjusted to take account of the difference between the aggregate book values of the Fleet Vessels and the Fleet Market Value at that time.

Marketable Securities means any bonds, stocks, notes or bills payable in a freely convertible and transferable currency, with maturities of less than one year and which are listed on a stock exchange acceptable to the Majority Lenders.

Measurement Period means (a) each Financial Year and (b) the first financial half-year of each Financial Year of the Parent.

Total Assets means, at any relevant time and in relation to a Measurement Period, the aggregate of the value of the "Total Assets" of the Group as shown in the then most recent Financial Statements relevant to such Measurement Period.

Total Liabilities means, at any relevant time and in relation to a Measurement Period, the sum of "Total Liabilities" of the Group as shown in the then most recent Financial Statements relevant to such Measurement Period but, for the purposes of clause 21.2(b)(*Financial condition*), without taking into account any short term working capital facilities made available directly by the Sponsor to the Parent which are interest-free, fully subordinated to any indebtedness owing to the Finance Parties under the Finance Documents and otherwise on terms acceptable to the Majority Lenders.

21.2 Financial condition

Each Obligor who is a Party shall ensure that throughout the Facility Period:

- (a) **Cash and Cash Equivalents:** the Group's Cash and Cash Equivalents as at the end of, and in relation to, each Measurement Period, shall be not less than 8 per cent of the Total Liabilities in relation to that Measurement Period; and
- (b) **Consolidated leverage ratio:** the ratio of Total Liabilities to the Market Value Adjusted Total Assets shall, at all times during each Measurement Period, be not higher than 0.7:1.0.

21.3 Financial testing

The financial covenants set out in clause 21.2 (*Financial condition*) shall be calculated in accordance with GAAP on a consolidated basis and tested by reference to each of the Annual Financial Statements and the Semi-Annual Financial Statements of the Parent delivered pursuant to, and defined as such in, clause 20.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 20.2 (*Provision and contents of Compliance Certificate and valuations*).

22 General undertakings

22.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 22 will be complied with by and in respect of each Obligor and each other Group Member throughout the Facility Period, except that the undertakings in clause 22.13 (*Sanctions*) insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations are not given in favour of any Finance Party established under the laws of Germany and/or with its Facility Office in Germany.

22.2 Use of proceeds

The proceeds of Utilisations shall be used exclusively for the purposes specified in clause 3 (*Purpose*).

22.3 Authorisations

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Transaction Documents;
- (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document; and
- (iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

22.4 Compliance with laws

Each Obligor shall (and shall ensure that each other Group Member will) comply in all respects with all laws and regulations (including Environmental Laws) to which it may be subject.

22.5 Tax compliance

- (a) Each Obligor shall (and shall ensure that each other Group Member will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
 - (i) such payment is being contested in good faith;
 - (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under clause 20.1 (*Financial statements*); and
 - (iii) such payment can be lawfully withheld.
- (b) Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is formed or (as the case may be) incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

22.6 Change of business

Except as approved by the Majority Lenders, no substantial change will be made to the general nature of the business of the Parent, the Obligors or the Group taken as a whole from that carried on at the date of this Agreement, or to the corporate and/or legal structure of the Group and the Obligors from that existing on the date of this Agreement.

22.7 Merger and corporate reconstruction

Except as approved by the Majority Lenders:

- (a) no Obligor shall (and shall ensure that no other Group Member will) enter into any amalgamation, demerger, merger, consolidation redomiciliation, legal migration or corporate reconstruction (other than the solvent liquidation of any Group Member which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other Group Members); and
- (b) none of the Obligors nor any other Group Member nor the Group will change their corporate structure.

22.8 Pension exposure

The Borrowers shall ensure that no Group Member is, or any time becomes, liable to contribute funds to any form of pension scheme or similar arrangement (other than a scheme or arrangement where the benefits conferred by it on its members are calculated solely by reference to a payment or payments made by the relevant member or by any other person in respect of that member).

22.9 Further assurance

- (a) Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent or the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by, the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or to protect, maintain or ensure the priority of such Security Interests or for the exercise of any rights, powers and remedies of the Security Agent and/or any other Finance Parties provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Agent and/or any other Finance Parties Security Interests over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents; and/or
 - (iv) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 31.1 (*Assignments by the Lenders*).
- (b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest (or the priority of any Security Interest) conferred or intended to be conferred on the Security Agent and/or any other Finance Parties by or pursuant to the Finance Documents.

22.10 Negative pledge in respect of Charged Property and Obligor's shares

- (a) Except as approved by the Majority Lenders and for Permitted Maritime Liens, no Obligor will grant or allow to exist any Security Interest over:
 - (i) any Charged Property; or
 - (ii) any shares, partnership interest or units or limited liability company interest in any Guarantor (other than the Parent) or any Borrower, or any rights deriving from, or related to, such shares, partnership interest or units or limited liability company interest.
- (b) Each Obligor will procure that all of the shares, partnership interest or units or limited liability company interest of or in all of the Obligors will be in registered form (and not in bearer form) at all times.

22.11 Environmental matters

- (a) The Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against any Group Member or any Fleet Vessel and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.
- (b) Environmental Laws (and any consents, licences or approvals obtained under them) applicable to Fleet Vessels will not be violated in a way which might have a Material Adverse Effect.

22.12 Syndication

The Parent will provide reasonable assistance to the Arranger in the preparation of the Information Memorandum and the primary syndication of the Facility (including, without limitation, by making the senior management of the Parent available for the purpose of making presentations to, or meeting, potential lending institutions) and will comply with all reasonable requests for information from potential syndicate members prior to completion of syndication.

22.13 Sanctions

- (a) No Obligor nor any other Group Member nor any Affiliate of any Group Member will, directly or indirectly, make any proceeds of the Loan available to, or for the benefit of, a Prohibited Person or any individual, entity or any other person in any country or territory which is or whose government is, the subject of country-wide or territory-wide Sanctions (including, without limitation, Cuba, Iran, Burma (Myanmar), North Korea, Sudan, Syria and the Crimea Region as at the date of this Agreement), or any persons owned or controlled by or acting on behalf of such persons, or permit or authorise any such proceeds to be applied in a manner or for a purpose prohibited by Sanctions.
- (b) The Borrowers will prevent any Mortgaged Ship from being used, directly or indirectly:
 - (i) by, or for the benefit of, any Prohibited Person or any person owned or controlled by any Prohibited Person (including from being sold, chartered, leased or otherwise provided directly or indirectly to any Prohibited Person), but always excluding, as of the date of this Agreement, each of the Charterers, and then only to the extent that, and for as long as, the relevant Charter does not cause any Party or any other person to be in violation of any Sanctions;
 - (ii) in any trade which could expose the relevant Ship, any Finance Party, any manager of the Ships, the ships' crew or the Ships' insurers to enforcement proceedings or any other consequences whatsoever arising from Sanctions; and/or

- (iii) in any transport of any goods that are prohibited to be sold, supplied, transferred, purchased, exported or imported under any Sanctions.
- (c) The Borrowers will (so long as failing to do so would violate Sanctions) prevent each Mortgaged Ship from trading to or from Iranian and/or Syrian ports or carrying crude oil, petroleum products or petrochemical products or natural gas if they originate in Iran and/or Syria, or are being exported from or via Iran and/or Syria to any other country.
- (d) Without prejudice to the rights of the Finance Parties under any other provisions of this Agreement and the other Finance Documents, if an Owner finds out that its Ship, without its knowledge, has been sold, chartered, conferred, leased or otherwise provided directly or indirectly to any Prohibited Person (but always excluding, as of the date of this Agreement, each of the Charterers, and then only to the extent that, and for as long as, the relevant Charter does not cause any Party or any other person to be in violation of any Sanctions), it shall terminate, as soon as possible and in any case within thirty (30) days after the day it finds out that any of the events described in this clause has occurred, the relationship with the Prohibited Person under the premise that the Finance Parties may commit a breach of law by this behaviour. In this case the Borrowers will also inform the Finance Parties immediately.
- (e) In addition and without prejudice to any of the foregoing, the Obligors shall procure that:
 - (i) no proceeds, funds or benefit from any activity or dealing with or involving a Prohibited Person are used in discharging any obligation due or owing to any Finance Party under the Finance Documents or are credited to any Account and the Obligors agree that each Finance Party that receives or is to receive any such payment shall be entitled to decline its receipt if it considers it to be in breach of this paragraph (e), and if it does so then the Obligors shall not be deemed discharged from their obligation to make such payment unless they make such payment to such Finance Party in a manner that is not considered by such Finance Party to be in breach of this paragraph (e); and
 - (ii) no payment to a Prohibited Person is effected by them, whether to discharge any obligation due or owing to such other person or for any other purpose whatsoever, whether through the use of any Account or otherwise.
- (f) Each Owner will provide the Finance Parties upon their request with all relevant documentation related to its Mortgaged Ship, and the transported goods:
 - (i) to demonstrate that such Owner is not acting in breach of any Sanctions; and
 - (ii) which a Finance Party is required to disclose to any regulatory authority pursuant to any Sanctions.
- (g) For the purposes of this clause 22.13 the following words shall have the following meanings:

Prohibited Person means any person with whom transactions are currently prohibited or restricted under:

 - (a) OFAC; or
 - (b) any other United States of America government sanction, export or procurement laws including, without limitation, any Sanctions, the Sectoral Sanctions Identification List and the List of Foreign Sanctions Evaders; or
 - (c) any other sanctions or other such restrictions on business dealings imposed by a member state of the European Union; or

(d) any other sanctions or other restrictions on business dealings imposed by Switzerland,

including a person on any list of restricted entities, persons or organisations published by the United States of America government, the United Nations or the European Union or any member state of the European Union, Switzerland or Hong Kong, including without limitation:

- (i) the United States of America Government's List of Specially Designated Nationals and Blocked Persons, Denied Persons List, Entities List, Debarred Parties List, Excluded Parties List and Terrorism Exclusion List;
- (ii) Her Majesty's Treasury's Consolidated List of Financial Sanctions Targets and the List of Persons subject to Restrictive Measures in View of Russia's Actions Destabilising the Situation in Ukraine ;
- (iii) the European Union Restricted Person Lists issued under Council Regulation (EC) No. 881/2002 of 27 May 2002, Council Regulation (EC) No. 2580/2001 of 27 December 2001 and Council Common Position 2005/725/CFSP of 17 October 2005;
- (iv) the United Nations Consolidated List established and maintained by the 1267 Committee;
- (v) the sanctions lists issued and administered by the State Secretariat for Economic Affairs of Switzerland (**SECO**) and/or the Swiss Directorate of Public International Law.

Sanctions means any economic or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority or any other relevant sanctions authority (whether or not any Obligor, any other Group Member or any Affiliate of any Group Member is legally bound to comply with such laws, regulations, embargoes or measures).

Sanctions Authority means any of:

- (a) the United States government;
- (b) the United Nations;
- (c) the United Kingdom;
- (d) the European Union (or any member state thereof);
- (e) Hong Kong; or
- (f) Switzerland,

and includes any government entity of any of the above, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, Her Majesty's Treasury (**HMT**), the State Secretariat for Economic Affairs of Switzerland (**SECO**), the Swiss Directorate of Public International Law and the Hong Kong Monetary Authority.

22.14 Borrowers' own account

Each Obligor will ensure that any borrowing by it and/or the performance of its obligations hereunder and under the other Finance Documents to which it is a party will be for its own account and will not involve any breach by it of any law, or regulatory measure relating to money laundering (as defined in the provisions of the directive (2015/849/EC) of the European Parliament and of the Council and/or Article 305bis of the Swiss Penal Code) or any equivalent law or regulatory measure in any other jurisdiction.

22.15 Inspection

Each Obligor who is a party undertakes with the Finance Parties that, from the date of this Agreement and so long as any moneys are owing under any of the Finance Documents, upon the request of the Agent following the occurrence of an Event of Default which is continuing, it shall provide the Finance Parties or any of their representatives, professional advisors and contractors with access to, and permit inspection of, books and records of any Group Member, in each case at reasonable times and upon reasonable notice.

22.16 Anti-corruption law

- (a) No Obligor shall (and shall ensure that no other Group Member will) directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
- (b) Each Obligor shall (and shall ensure that each other Group Member will):
 - (i) conduct its businesses in compliance with applicable anti-corruption laws; and
 - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

23 Dealings with Ship

23.1 Undertaking to comply

Each Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

23.2 Ship's name and registration

- (a) The Ship's name shall only be changed after prior notice to the Agent.
- (b) The Ship shall be permanently registered in the name of the relevant Owner with the relevant Registry under the laws of its Flag State. Except with approval from all Lenders, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State). If that registration is for a limited period, it shall be renewed at least 45 days before the date it is due to expire and the Agent shall be notified of that renewal at least 30 days before that date.
- (c) Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry.

23.3 Sale or other disposal of Ship

Except:

- (a) with approval from all the Lenders; or

- (b) if no Event of Default is then continuing, for a sale to a buyer who is not an Affiliate of the Borrowers for a cash price payable on completion of the sale which is no less than the amount by which the Commitments must be reduced and the Loan prepaid under clause 7.9 (*Sale or Total Loss*) on completion of the sale and then only provided that the Obligors comply with their prepayment and other obligations under clause 7.9 (*Sale or Total Loss*) and the other provisions of this Agreement on completion of such sale,

the relevant Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it.

23.4 Manager

A manager of the Ship shall not be appointed unless that manager is approved (it being agreed that Dynagas Ltd. of 80 Broad Street, Monrovia, Republic of Liberia, is hereby approved in respect of all the Ships), the terms of its appointment are approved, the new manager has delivered a duly executed Manager's Undertaking to the Security Agent and the Owner has delivered to the Security Agent an executed new Management Agreement Assignment in respect of its new management agreement with that new manager. The relevant Owner shall not change or agree to any change to any Management Agreement or any other terms of appointment of a manager whose appointment has been approved unless, such change is also approved.

23.5 Copy of Mortgage on board

A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

23.6 Notice of Mortgage

A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"NOTICE OF MORTGAGE

This Ship is subject to a first mortgage in favour of [**here insert name of mortgagee**] of [**here insert address of mortgagee**]. Under the said mortgage and related documents, neither the Owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than for crew's wages and salvage.

23.7 Conveyance on default

Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

23.8 Chartering

- (a) Except with approval, the relevant Owner shall not enter into any charter commitment for a Ship (other than the Ship's Charter) which is:
- (i) a bareboat or demise charter or passes possession and operational control of the Ship to another person;
 - (ii) capable of lasting more than 18 calendar months (taking into account any options to extend or renew contained therein);

- (iii) on terms as to payment or amount of hire which are materially less beneficial to it than the terms which at that time could reasonably be expected to be obtained on the open market for vessels of the same age and type as the Ship under charter commitments of a similar type and period; or
 - (iv) to another Group Member.
- (b) Further, without prejudice to the rights of the Finance Parties under the provisions of paragraph (a) above and any other provisions of the Finance Documents, the Borrowers shall advise the Agent promptly of any proposed charter commitment in respect of a Ship (other than the Ship's Charter) which has an original term in excess of 18 calendar months (taking into account any option to extend or renew contained therein) together with any guarantee or security given by any person for the charterer's obligations under it, and:
- (i) deliver a certified copy of each such charter commitment and any such guarantee or security, to the Agent forthwith after it has been entered into;
 - (ii) forthwith following a demand made by the Agent (acting on the instructions of the Majority Lenders):
 - (A) procure that the relevant Owner executes a charter assignment in the same form as the Charter Assignment of any such charter commitment and/or any such guarantee or security in favour of the Security Agent and any notice of assignment required in connection therewith; and
 - (B) procure the service of any such notice of assignment on the relevant charterer and/or guarantor, and the acknowledgement of such notice by the relevant charterer and/or guarantor;
 - (iii) deliver to the Agent such documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*), in relation to any such charter assignment or any other related matter referred to in this paragraph (b), as the Agent (acting on the instructions of the Majority Lenders in their sole discretion) shall require; and
 - (iv) pay on demand by the Agent all legal and other costs incurred by the Agent and/or the Lenders and/or the Security Agent in connection with or in relation to any such assignment or any other related matter referred to in this paragraph (b),

Provided however that if the bareboat charter option under clause 47 of the Charter in respect of Ship E or Ship F is exercised, the relevant Owner will also execute and deliver to the Finance Parties (at the Borrowers' cost and expense) a tripartite agreement relating to such bareboat charter and the relevant Ship, entered into by the relevant Owner, the Security Agent and the relevant Charterer in a form acceptable to the Majority Lenders in their absolute discretion, together with any other documents and evidence of execution, as the Majority Lenders may require in their absolute discretion.

23.9 Lay up

Except with approval, the Ship shall not be laid up or deactivated.

23.10 Sharing of Earnings

Except with approval, the relevant Owner shall not enter into any arrangement under which its Earnings from the Ship may be shared with anyone else.

23.11 Payment of Earnings

The relevant Owner's Earnings from the Ship shall be paid in the way required by the Ship's General Assignment or Deed of Covenant. If any Earnings are held by brokers or other agents, they shall be paid to the Security Agent, if it requires this after the Earnings have become payable to it under the Ship's General Assignment or Deed of Covenant.

24 Condition and operation of Ship

Each Obligor who is a Party undertakes that this clause 24 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

24.1 Defined terms

In this clause 24.1 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates, vessel response plans or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

24.2 Repair

The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

24.3 Modification

Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value.

24.4 Removal of parts

Except with approval, no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner free of any Security Interest except under the Security Documents).

24.5 Third party owned equipment

Except with approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

24.6 Maintenance of class; compliance with laws and codes

The Ship's class shall be the relevant Classification and the Owner shall grant the Agent and its representatives access to the Classification records of the Ship at any time following its request (acting on the instructions of the Majority Lenders). The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody

any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody (including but not limited to the Inventory of Hazardous Materials or any other applicable equivalent document acceptable to the Agent in its sole discretion). Promptly upon the Agent's request, the Borrowers shall provide to the Agent a copy of the Inventory of Hazardous Materials in respect of the Ship.

24.7 Surveys

The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

24.8 Inspection and notice of dry-docking

The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship at all reasonable times (but in any event no less than once per calendar year) to inspect it and given all proper facilities needed for that purpose. The Agent shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking).

24.9 Prevention of arrest

All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

24.10 Release from arrest

The Ship, its Earnings and Insurances shall promptly be released from any arrest, detention, attachment or levy, and any legal process against the Ship shall be promptly discharged, by whatever action is required to achieve that release or discharge.

24.11 Information about the Ship

The Agent shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation, including details of towages and salvages, and copies of all its charter commitments entered into by or on behalf of any Obligor and copies of any applicable operating certificates.

24.12 Notification of certain events

The Agent shall promptly be notified of:

- (a) any damage to the Ship where the cost of the resulting repairs may exceed the Major Casualty Amount for such Ship;
- (b) any occurrence which may result in the Ship becoming a Total Loss;
- (c) any requisition of the Ship for hire;
- (d) any Environmental Incident involving the Ship and Environmental Claim being made in relation to such an incident;
- (e) any withdrawal or threat to withdraw any applicable operating certificate or any withdrawal of, or threat to withdraw, its registration with the Flag State;
- (f) the issue of any operating certificate required under any applicable code;
- (g) the receipt of notification that any application for such a certificate has been refused;

- (h) any requirement or recommendation made in relation to the Ship by any insurer or the Ship's Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended; and
- (i) any arrest, hijacking or detention of the Ship or any exercise or purported exercise of a lien or other claim on the Ship or its Earnings or Insurances.

24.13 Payment of outgoings

All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

24.14 Evidence of payments

The Agent shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

- (a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;
- (b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and
- (c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

24.15 Repairers' liens

Except with approval, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work.

24.16 Survey report

As soon as reasonably practicable after the Agent requests it, the Agent shall be given a report on the seaworthiness and/or safe operation of the Ship, from approved surveyors or inspectors. If any recommendations are made in such a report they shall be complied with in the way and by the time recommended in the report.

24.17 Lawful use

The Ship shall only be used as a civil merchant trading vessel and shall not be employed:

- (a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;
- (b) in carrying illicit or prohibited goods;
- (c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or
- (d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods,

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

24.18 War zones

Except with approval from all the Lenders, the Ship shall not enter or remain in any zone which has been declared a war zone by any government entity or the Ship's war risk insurer. If approval is granted for it to do so, any requirements of the Agent and/or the Ship's insurers necessary to ensure that the Ship remains properly insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums) shall be complied with.

25 Insurance

Each Obligor who is a Party undertakes that this clause 25 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

25.1 Insurance terms

In this clause 25:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in paragraph (a) of clause 25.2 (*Coverage required*).

minimum hull cover means, in relation to a Mortgaged Ship, an amount equal at the relevant time to 120% of such proportion of the Loan at such time as is equal to the proportion which the market value of such Mortgaged Ship bears to the aggregate of the market values of all of the Mortgaged Ships at the relevant time.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

25.2 Coverage required

The Ship shall at all times be insured:

- (a) against fire and usual marine risks (including excess risks) and war risks (including war protection and indemnity risks (including crew) and terrorism risks, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its market value (and with the insured value under the hull and machinery cover to be at least 66 2/3 % of its market value);
- (b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than \$1,000,000,000) and a freight, demurrage and defence cover;
- (c) against such other risks and matters which the Agent notifies it that it considers reasonable for a prudent shipowner or operator engaged in the same or similar business and trade to insure against at the time of that notice provided it is commercially available in the insurance market; and

- (d) on terms which comply with the other provisions of this clause 25.

25.3 Placing of cover

The insurance coverage required by clause 25.2 (*Coverage required*) shall be:

- (a) in the name of the relevant Owner and (in the case of the Ship's hull cover) no other person (other than the Security Agent and any other Finance Party, if required by the Agent) if required by the Agent (unless such other person is approved and, if so required by the Agent, has duly executed and delivered a first priority assignment of its interest in the Ship's Insurances to the Security Agent (and any other Finance Party required by the Agent) and/or executed and delivered to the Security Agent any other letter of subordination or undertaking, in each case in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);
- (b) if the Agent so requests, in the joint names of the relevant Owner and the Security Agent and any other Finance Party required by the Agent) (without liability on the part of the Security Agent or such Finance Party for premiums or calls);
- (c) in dollars or another approved currency;
- (d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations;
- (e) in full force and effect; and
- (f) on approved terms and with approved insurers or associations.

25.4 Deductibles

The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount.

25.5 Mortgagee's insurance

- (a) The Borrowers shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, or in considering or making claims under:
 - (i) a mortgagee's interest insurance and a mortgagee's additional perils (all P&I risks) cover for the benefit of the Finance Parties for an aggregate amount of up to 120% per cent of the Loan at such time; and
 - (ii) any other insurance cover which the Agent reasonably requires in respect of any Finance Party's interests and potential liabilities (whether as mortgagee of the Ship or beneficiary of the Security Documents).
- (b) The Agent shall take out mortgagee's interest insurance (on the terms provided under clause 25.5(a)) prior to the Utilisation and keep such mortgagee's interest insurance in force in respect of the Ship throughout the Mortgage Period of that Ship.

25.6 Fleet liens, set off and cancellations

If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

- (a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrowers shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

25.7 Payment of premiums

All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

25.8 Details of proposed renewal of Insurances

At least 14 days before any of the Ship's Insurances are due to expire, the Agent shall be notified of the names of the brokers, insurers and associations proposed to be used for the renewal of such Insurances and the amounts, risks and terms in, against and on which the Insurances are proposed to be renewed.

25.9 Instructions for renewal

At least seven days before any of the Ship's Insurances are due to expire, instructions shall be given to brokers, insurers and associations for them to be renewed or replaced on or before their expiry.

25.10 Confirmation of renewal

The Ship's Insurances shall be renewed upon their expiry in a manner and on terms which comply with this clause 25 and confirmation of such renewal given by approved brokers or insurers to the Agent at least seven days (or such shorter period as may be approved) before such expiry.

25.11 P&I guarantees

Any guarantee or undertaking required by any protection and indemnity or war risks association in relation to the Ship shall be provided when required by the association.

25.12 Insurance documents

The Agent shall be provided with pro forma copies of all insurance policies and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

25.13 Letters of undertaking

Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

25.14 Insurance Notices and Loss Payable Clauses

The interest of the Security Agent or any other Finance Parties as assignees of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent or any other Finance Party if it is itself an assured).

25.15 Insurance correspondence

If so required by the Agent (acting on the instructions of the Majority Lenders), the Agent shall promptly be provided with copies of all written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

25.16 Qualifications and exclusions

All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

25.17 Independent report

If the Agent asks the Borrowers for a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances then the Agent shall be provided promptly by the Borrowers with such a report at no cost to the Agent or (if the Agent obtains such a report itself, which it shall be entitled to do) the Borrowers shall reimburse the Agent for the cost of obtaining that report.

25.18 Collection of claims

All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

25.19 Employment of Ship

The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

25.20 Declarations and returns

If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

25.21 Application of recoveries

All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

25.22 Settlement of claims

Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

25.23 Change in insurance requirements

If the Agent gives notice to the Borrowers to change the terms and requirements of this clause 25 (which the Agent may only do, in such manner as it considers appropriate, as a result of changes of circumstances or practice after the date of this Agreement provided such revised terms and requirements are commercially available in the insurance market and consistent with insurances obtained by shipowners engaged in the same or similar business and trade), this clause 25 shall be modified in the manner so notified by the Agent (at the Borrowers' cost) on the date 14 days after such notice from the Agent is received.

26 Minimum security value

Each Obligor who is a Party undertakes that this clause 26 will be complied with throughout any Mortgage Period.

26.1 Valuation of assets

For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or a Ship before the Utilisation, or any other asset over which additional security is provided under this clause 26 will be its value as most recently determined in accordance with this clause 26 or, if no such value has been obtained, its value determined under any valuation made pursuant to clause 4 (*Conditions of Utilisation*).

26.2 Valuation frequency

Valuation of each Mortgaged Ship or each Ship before the Utilisation and each such other asset in accordance with this clause 26, may be required by the Agent at any time.

26.3 Expenses of valuation

The Borrowers shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation provided that, if no Event of Default has occurred, the Borrowers shall bear the cost of the valuations of each Mortgaged Ship under this clause 26 only twice per calendar year (but without taking into account valuations under clause 4 (*Conditions of Utilisation*) and Schedule 3 (*Conditions precedent*), the cost of which shall always be borne by the Borrowers.

26.4 Valuations procedure

The value of any Mortgaged Ship or a Ship before the Utilisation shall be determined in accordance with, and by valuers approved and appointed in accordance with, this clause 26. Additional security provided under this clause 26 shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by all the Lenders or as may be agreed in writing by the Borrowers and the Agent (on the instructions of all the Lenders).

26.5 Currency of valuation

Valuations shall be provided by valuers in dollars or, if a valuer is of the view that the relevant type of vessel is generally bought and sold in another currency, in that other currency. If a valuation is provided in another currency, for the purposes of this Agreement it shall be converted into dollars at the Agent's spot rate of exchange for the purchase of dollars with that other currency as at the date to which the valuation relates.

26.6 Basis of valuation

Each valuation of a Mortgaged Ship or a Ship before the Utilisation will be addressed to the Agent in its capacity as such, it will be not more than 30 days old and made:

- (a) without physical inspection (unless required by the Agent);
- (b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and
- (c) without taking into account the benefit (but taking into account the burden) of any charter commitment.

26.7 Information required for valuation

The Borrowers shall promptly provide to the Agent and any such valuer any information which they reasonably require for the purposes of providing such a valuation.

26.8 Approval of valuers

All valuers must be Approved Brokers. The Agent (acting on the instructions of the Majority Lenders) may from time to time notify the Borrowers and the Lenders of any valuers which are no longer Approved Brokers and of any additional independent ship brokers which have been approved by the Agent (acting on the instructions of the Majority Lenders) as Approved Brokers for the purposes of this clause 26 and this Agreement.

26.9 Appointment of Approved Brokers

When a valuation is required for the purposes of this clause 26, the Borrowers shall promptly appoint the relevant Approved Brokers to provide such a valuation. If the Borrowers fail to do so promptly, the Agent (acting on the instructions of the Majority Lenders) may appoint the relevant Approved Brokers to provide that valuation.

26.10 Number of valuers

- (a) Each valuation must be carried out by two (2) Approved Brokers both of whom shall be nominated by the Borrowers. If the Borrowers fail promptly to nominate an Approved Broker then the Agent may nominate that Approved Broker.
- (b) If the two (2) valuations of a Ship made by two (2) Approved Brokers vary by more than 15% (by reference to the lower of the two), then a third Approved Broker must be nominated by the Borrowers to provide a valuation of such Ship. If the Borrowers fail to promptly nominate such third Approved Broker, then the Agent may nominate that third Approved Broker.

26.11 Differences in valuations; common valuations

- (a) If different valuations provided by individual Approved Brokers vary, the value of the relevant Ship for the purposes of the Finance Documents will be the mean average of those valuations.
- (b) If any Approved Broker provides a range of values for a Ship, the value of such Ship for the purposes of the Finance Documents will be the mean average of the values comprising such range.

26.12 Security shortfall

- (a) If at any time the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrowers require that such deficiency be remedied. The Borrowers shall then within 15 days of receipt of such notice

ensure that the Security Value equals or exceeds the Minimum Value. For this purpose, the Borrowers may:

- (i) provide additional security over other assets approved by all the Lenders in accordance with this clause 26; and/or
 - (ii) cancel part of the Total Commitments under clause 7.4 (*Voluntary cancellation*) and prepay under clause 7.5 (*Voluntary prepayment*) (but on five Business Days' notice instead of the period required by such clause) a corresponding amount of the Loan.
- (b) Any prepayment pursuant to clause 26.12(a)(ii) shall be made without any requirement as to any minimum amount required by clause 7.5 (*Voluntary prepayment*).

26.13 Creation of additional security

The value of any additional security which the Borrowers offer to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value if and when:

- (a) that additional security, its value and the method of its valuation have been approved by all the Lenders (and providing to the Security Agent, for that purpose, pledged or charged and blocked cash deposits in dollars is hereby approved by all the Lenders);
- (b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in an approved form and manner;
- (c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and
- (d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

27 Chartering undertakings

27.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 27 will be complied with in relation to each Mortgaged Ship which is subject to a Charter and its Charter Documents throughout the relevant Ship's Mortgage Period.

27.2 Variations

Except with approval, the Charter Documents shall not be varied.

27.3 Releases and waivers

Except with approval, there shall be no release by the relevant Owner of any obligation of any other person under any Charter Documents (including by way of novation, assignment or transfer), no waiver of any breach of any such obligation and no consent to anything which would otherwise be such a breach.

27.4 Termination by the relevant Owner

Except with approval, the relevant Owner shall not terminate or rescind any Charter Document or withdraw the Ship from service under the Charter or take any similar action.

27.5 Charter performance

The relevant Owner shall perform its obligations under each Charter Document for the Ship and use its best endeavours to ensure that each other party to them performs their obligations under each such Charter Document.

27.6 Notice of assignment

The relevant Owner shall give notice of assignment of any Charter Documents to the other parties to such documents in the form specified by the relevant Charter Assignment for that Ship and shall ensure that the Agent receives a copy of that notice acknowledged by each addressee in the form specified therein on or before the date of the Ship's Mortgage (or as otherwise agreed in this Agreement).

27.7 Payment of Charter Earnings

All Earnings which the relevant Owner is entitled to receive under any Charter Documents for the relevant Ship shall be paid into the relevant Owner's Earnings Account or, following an Event of Default, in the manner required by the Security Documents.

27.8 Termination Cure

Without prejudice to clause 30.22 (*Charters*) and the Obligors' other obligations under the Finance Documents, if a Charter is cancelled or rescinded or (except as a result of the relevant Ship being a Total Loss) frustrated, or if any Ship is withdrawn from service under a Charter before the time that Charter was scheduled to expire, then the Borrowers shall use their best endeavours to ensure that:

- (a) as soon as possible after such cancellation, rescission, frustration or withdrawal, the relevant Owner of that Ship will enter into an approved time charter commitment in respect of that Ship on terms (including as to tenor, charter hire and credit standing of the charterer) which are in the opinion of the Agent (acting on the instructions of the Majority Lenders in their absolute and unfettered discretion) not less favourable to the relevant Owner, the Group and the Finance Parties than those of the original Charter for that Ship; and
- (b) forthwith after the entry into such charter commitment, the relevant Owner will grant in favour of the Security Agent a Security Interest in respect of such charter commitment in a form substantially similar to a Charter Assignment and approved by all the Lenders and will provide and deliver to the Agent in respect of the same, any documents and evidence of the nature described in Schedule 3 (*Conditions precedent*) as required by the Agent.

28 Bank accounts

28.1 Undertaking to comply

Each Obligor who is a Party undertakes that this clause 28 will be complied with throughout the Facility Period.

28.2 Earnings Accounts

- (a) An Owner or all of the Owners jointly shall be the holder(s) of one or more Accounts with an Account Bank which is designated as an "**Earnings Account**" for the purposes of the Finance Documents.
- (b) The Earnings of the Mortgaged Ships and all moneys payable to the relevant Owners under the Ships' Insurances shall be paid by the persons from whom they are due to an Earnings Account unless required to be paid to the Security Agent under the relevant Finance Documents.

- (c) The relevant Account Holder(s) shall not withdraw amounts standing to the credit of an Earnings Account except as permitted by paragraph (d) below.
- (d) If there is no continuing Event of Default, the relevant Account Holder(s) may withdraw the following amounts from an Earnings Account:
 - (i) payments then due to Finance Parties under the Finance Documents (other than payments due in respect of a prepayment);
 - (ii) payments to another Account;
 - (iii) payments of the proper costs and expenses of insuring, repairing, operating and maintaining any Mortgaged Ship;
 - (iv) payments of dividends to the extent permitted by clause 29.13 (*Distributions and other payments*);
 - (v) repayment of unsecured indebtedness of the Parent to the extent permitted by clause 29.3 (*Financial Indebtedness*); and
 - (vi) payments to purchase other currencies in amounts and at times required to make payments referred to above in the currency in which they are due.

28.3 Cash Collateral Account

- (a) The Borrowers jointly shall be the holders of an interest bearing Account denominated in dollars with an Account Bank which is designated as the “Cash Collateral Account” for the purposes of the Finance Documents.
- (b) On or before the Utilisation Date, the Borrowers shall deposit in the Cash Collateral Account (and the Borrowers shall maintain in the Cash Collateral Account at all times until 27 March 2023) the amount of \$31,269,876.17 (the **Minimum Liquidity Amount**), without taking into account for that purpose the Blocked Amount which shall not constitute any part or all of the Minimum Liquidity Amount.
- (c) Except where all the proceeds of the Loan are paid directly to the lenders of the Existing Indebtedness on the Utilisation Date subject to and in accordance with the terms of this Agreement, on the Utilisation Date:
 - (i) an amount of Two hundred and four million six hundred thousand dollars (\$204,600,000) of the proceeds of the Loan shall be deposited in the Cash Collateral Account immediately upon Utilisation; and
 - (ii) the Borrowers shall deposit in the Cash Collateral Account an additional amount of Forty five million four hundred thousand dollars (\$45,400,000) (without taking into account for that purpose the Minimum Liquidity Amount).

The aggregate amount of \$250,000,000 paid into the Cash Collateral Account pursuant to this paragraph (c) is referred to as the **Blocked Amount**. The Minimum Liquidity Amount shall not be taken into account for the purpose of calculating the Blocked Amount nor shall it constitute part of the Blocked Amount.

- (d) The Borrowers shall not withdraw amounts standing to the credit of the Cash Collateral Account except as permitted by paragraph (e) below.
- (e) If:
 - (i) there is no continuing Default at the time of the withdrawal nor would it result from the withdrawal immediately thereafter; and

- (ii) all of the representations set out in clause 19 (*Representations*) are true; and
- (iii) no Total Loss has occurred in respect of any Ship; and
- (iv) immediately after the withdrawal and until 27 March 2023, the balance on the Cash Collateral Account will be not less than the amount required to be maintained under paragraph (b) above as Minimum Liquidity Amount; and
- (v) the Security Value is no less than the Minimum Value at the time of, and immediately after, the withdrawal,

the Borrowers may withdraw, by no later than 30 October 2019 (or such other later date as the Majority Lenders may accept in writing), an amount not exceeding the Blocked Amount for the purposes of repaying the Existing Unsecured Indebtedness, provided that the Lenders have received to their satisfaction (in their absolute discretion) evidence that (1) the amounts withdrawn will be applied directly to the lenders of the Existing Unsecured Indebtedness in full repayment of the same and (2) appropriate releases have been issued by the lenders of the Unsecured Notes on or prior to such repayment releasing the Obligors and any other Group Members from all liabilities and any Security Interests under or in relation to the Existing Unsecured Indebtedness.

- (f) If the Existing Unsecured Indebtedness is not repaid by 30 October 2019 (or such other later date as the Majority Lenders may accept in writing), the Majority Lenders may forthwith apply the Blocked Amount against part repayment of the Loan.

28.4 Other provisions

- (a) An Account may only be designated for the purposes described in this clause 28 if:
 - (i) such designation is made in writing by the Agent and acknowledged by the Borrowers and specifies the name and address of the Account Bank and the Account Holder(s) and the number and any designation or other reference attributed to the Account;
 - (ii) an Account Security has been duly executed and delivered by the relevant Account Holder(s) in favour of the Security Agent (and any other Finance Party required by the Agent);
 - (iii) any notice required by the Account Security to be given to an Account Bank has been given to, and acknowledged by, the Account Bank in the form required by the relevant Account Security; and
 - (iv) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to the Account and the Account Security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to the Account and the relevant Account Security.
- (b) The rates of payment of interest and other terms regulating any Account will be a matter of separate agreement between the relevant Account Holder(s) and an Account Bank.
- (c) If an Account is a fixed term deposit account, the relevant Account Holder(s) may select the terms of deposits until the relevant Account Security has become enforceable and the Security Agent directs otherwise.
- (d) The relevant Account Holder(s) shall not close any Account or alter the terms of any Account from those in force at the time it is designated for the purposes of this clause 28 or waive any of its rights in relation to an Account except with approval.

- (e) The relevant Account Holder(s) shall deposit with the Security Agent all certificates of deposit, receipts or other instruments or securities relating to any Account, notify the Security Agent of any claim or notice relating to an Account from any other party and provide the Agent with any other information it may request concerning any Account.
- (f) Each of the Agent and the Security Agent agrees that if it is an Account Bank in respect of an Account then there will be no restrictions on creating a Security Interest over that Account as contemplated by this Agreement and it shall not (except with the approval of the Majority Lenders) exercise any right of combination, consolidation or set-off which it may have in respect of that Account in a manner adverse to the rights of the other Finance Parties.

29 Business restrictions

29.1 Undertaking to comply

Except as otherwise approved by the Majority Lenders, each Obligor who is a Party undertakes that this clause 29 will be complied with by and in respect of each person to which each relevant provision of this clause is expressed to apply throughout the Facility Period.

29.2 General negative pledge

- (a) In this clause 29.2, **Quasi-Security** means an arrangement or transaction described in paragraph (c) below.
- (b) No Obligor shall create or permit to subsist any Security Interest over any of its assets.
- (c) (Without prejudice to clauses 29.3 (*Financial Indebtedness*) and 29.7 (*Disposals*)), no Obligor shall:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to, or re-acquired by, an Obligor or any other Group Member;
 - (ii) sell, transfer, factor or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (d) Paragraphs (b) and (c) above do not apply to any Security Interest or (as the case may be) Quasi-Security, listed below:
 - (i) those granted or expressed to be granted by any of the Security Documents; and
 - (ii) in relation to a Mortgaged Ship, Permitted Maritime Liens.

29.3 Financial Indebtedness

No Obligor (other than the Manager) shall incur or permit to exist, any Financial Indebtedness owed by it to anyone else, except:

- (a) the Existing Indebtedness and then only:
 - (i) in the case of the Existing Secured Indebtedness, until the Utilisation; and

- (ii) in the case of the Existing Unsecured Indebtedness, until the earlier of:
 - (A) the date when all of the Blocked Amount is released for the purpose of repayment of the Existing Unsecured Indebtedness in full pursuant to paragraph (e) of clause 28.3 (*Cash Collateral Account*); and
 - (B) 30 October 2019 (or such later date as may be agreed by the Majority Lenders);
- (b) Financial Indebtedness incurred under the Finance Documents;
- (c) Financial Indebtedness owing to other Group Members or Affiliates of an Obligor or the Sponsor or any of its Affiliates, which is unsecured and fully subordinated at all times to any indebtedness owing to the Lender under the Finance Documents from time to time and is otherwise on terms acceptable to the Agent (acting on the instructions of the Majority Lenders) and always provided that no payments of principal or interest or any other payments thereunder of whatsoever nature may be made by any Obligor throughout the Facility Period except that payment of principal or interest by the Parent to the Sponsor in respect of any such permitted Financial Indebtedness may be made if and for as long as (i) no Event of Default exists at the time of, or could result from, any such payment and (ii) the Security Value is higher than or equal to the Minimum Value at the time of, and immediately after, any such payment;
- (d) Financial Indebtedness incurred by the Parent and owing to any person (other than any Group Members or Affiliates of an Obligor or the Sponsor or any of its Affiliates) which is unsecured;
- (e) Financial Indebtedness permitted under clause 29.4 (*Guarantees*); and
- (f) Financial Indebtedness permitted under clause 29.5 (*Loans and credit*).

29.4 Guarantees

No Obligor (other than the Manager) shall give or permit to exist, any guarantee by it in respect of indebtedness of any person or allow any of its indebtedness to be guaranteed by anyone else, except:

- (a) guarantees in favour of its trade creditors given in the ordinary course of its business;
- (b) guarantees issued by the Parent to lenders (which are not Group Members or Affiliates of any Obligor) of Financial Indebtedness of other Group Members; and
- (c) guarantees which are Financial Indebtedness permitted under clause 29.3 (*Financial Indebtedness*).

29.5 Loans and credit

No Obligor shall be a creditor in respect of Financial Indebtedness other than in respect of:

- (a) loans or credit to another Borrower or Guarantor permitted under clause 29.3 (*Financial Indebtedness*); and
- (b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities.

29.6 Bank accounts, operating leases and other financial transactions

No Obligor (other than the Manager) shall:

- (a) maintain any current or deposit account with a bank or financial institution except for the Accounts and the deposit of money, operation of current accounts and the conduct of electronic banking operations through the Accounts;
- (b) hold cash in any account (other than the Accounts) over or in respect of which any set-off, combination of accounts, netting or Security Interest exists except as permitted by clause 29.2 (*General negative pledge*);
- (c) enter into any obligations under operating leases relating to assets except on normal commercial terms in the ordinary course of business; or
- (d) be party to any banking or financial transaction, whether on or off balance sheet, that is not expressly permitted under this clause 29.

29.7 Disposals

No Obligor (other than the Manager) shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of any asset except for any of the following disposals (so long as they are not prohibited by any other provision of the Finance Documents):

- (a) disposals of assets made in (and on terms reflecting) the ordinary course of trading of the disposing entity;
- (b) disposals of obsolete assets, or assets which are no longer required for the purpose of the business of the relevant Obligor, in each case for cash on normal commercial terms and on an arm's length basis;
- (c) disposals permitted by clauses 29.2 (*General negative pledge*), 29.3 (*Financial Indebtedness*) or 23.3 (*Sale or other disposal of a Ship*);
- (d) disposals by the Parent of one or more of its assets which do not constitute all or a material part of its assets, are not Charged Property and are not subject to clause 22.10 (*Negative pledge in respect of Charged Property and Obligor's shares*);
- (e) dealings with its own trade creditors with respect to book debts in the ordinary course of trading; and
- (f) the application of cash or cash equivalents in the acquisition of assets or services in the ordinary course of its business.

29.8 Contracts and arrangements with Affiliates

No Obligor (other than the Manager) shall be party to any arrangement or contract with any of its Affiliates unless such arrangement or contract is on an arm's length basis.

29.9 Subsidiaries

No Obligor (other than the Parent and the Manager) shall establish or acquire a company or other entity.

29.10 Acquisitions and investments

No Obligor (other than the Parent and the Manager) shall acquire any person, business, assets or liabilities or make any investment in any person or business or undertaking or enter into any joint-venture arrangement, except:

- (a) capital expenditures or investments related to maintenance of a Ship in the ordinary course of its business;

- (b) acquisitions of assets in the ordinary course of business (not being new businesses or vessels) for the purpose of investing in, upgrading or maintaining the Ships;
- (c) the incurrence of liabilities in the ordinary course of its business;
- (d) any loan or credit not otherwise prohibited under this Agreement; or
- (e) pursuant to any Finance Documents or any Charter Documents to which it is party.

29.11 Reduction of capital

No Obligor (other than the Manager) shall redeem or purchase or otherwise reduce any of its equity or any share capital, partnership interest or units or limited liability company interest or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

29.12 Increase in capital

No Obligor (other than the Parent and the Manager) shall issue shares, partnership interest or units or limited liability company interest or other equity interests to anyone who is not a wholly-owned Subsidiary of the Parent.

29.13 Distributions and other payments

- (a) No Obligor (other than the Parent and the Manager) shall:
 - (i) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital, partnership interest or units or limited liability company interest (or any class of the same) or any warrants for the time being in issue;
 - (ii) repay or distribute any dividend or share premium reserve;
 - (iii) pay or agree to pay any management, advisory or other fee to or to the order of any of the unitholders of the Parent;
 - (iv) redeem, repurchase, defease, retire or repay any of its share capital, partnership interest or units or limited liability company interest or resolve to do so; or
 - (v) make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder or member loan, loan stock or similar instrument,

except if:

- (A) no Event of Default has occurred and is continuing at the time of the declaration or payment of any such dividend, distribution or other payment;
- (B) no Event of Default would result from the declaration or payment of the same;
- (C) the Security Value is no less than the Minimum Value at the time of the declaration or payment of any such dividend, distribution or other payment; and
- (D) the Majority Lenders are satisfied that immediately following such declaration or payment, the Security Value will continue to exceed the Minimum Value.

(b) The Parent shall not:

- (i) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its partnership interest or units (or any class of the same) or any warrants for the time being in issue;
- (ii) repay or distribute any dividend or share premium reserve;
- (iii) pay or agree to pay any management, advisory or other fee to or to the order of any of the unitholders of the Parent;
- (iv) redeem, repurchase, defease, retire or repay any of its partnership interest or units or resolve to do so; or
- (v) make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder or member loan, loan stock or similar instrument,

other than the declaration and payment of dividends or other distributions to the preferred unitholders of the Preferred Notes which the Parent has agreed and is obliged to make pursuant to the terms of such Preferred Notes as existing on the date of this Agreement, and then only provided that:

- (A) no Event of Default has occurred and is continuing at the time of the declaration or payment of any such dividend or distribution; and
- (B) no Event of Default would result from the declaration or payment of the same; and
- (C) the Security Value is no less than the Minimum Value at the time of the declaration or payment of any such dividend or distribution; and
- (D) the Majority Lenders are satisfied that immediately following such declaration or payment, the Security Value will continue to exceed the Minimum Value.

30 Events of Default

Each of the events or circumstances set out in clauses 30.1 (*Non-payment*) to 30.22 (*Charters*) is an Event of Default.

30.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable.

30.2 Existing Unsecured Indebtedness

The relevant Obligors do not repay in full the Existing Unsecured Indebtedness on or before 30 October 2019.

30.3 Financial covenants; Sanctions

- (a) The Obligors do not comply with clause 21 (*Financial covenants*).
- (b) The Obligors do not comply with clause 22.13 (*Sanctions*) insofar as they relate to Sanctions imposed by Germany, the European Union or the United Nations.

30.4 Value of security

The Obligors do not comply with clause 26.12 (*Security shortfall*).

30.5 Insurance

- (a) The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 25 (*Insurance*).
- (b) Any insurer either:
 - (i) cancels any such Insurances; or
 - (ii) disclaims liability under them or asserts that its liability under them is or should be reduced by reason of any mis-statement or failure or default by any person.

30.6 Other obligations

- (a) An Obligor does not comply with any provision of the Finance Documents, except:
 - (i) those referred to in clauses 30.1 (*Non-payment*), 30.2 (*Existing Unsecured Indebtedness*), 30.3 (*Financial covenants; Sanctions*), 30.4 (*Value of security*) and 30.5 (*Insurance*) or any other provision of this clause 30); and
 - (ii) those referred to in clause 22.13 (*Sanctions*), insofar as they relate to Sanctions not imposed by Germany, the European Union or the United Nations,to which this clause 30.6 shall not apply.
- (b) No Event of Default under paragraph (a) above will occur if the Agent considers that the failure to comply is capable of remedy and the failure is remedied within ten Business Days of the earlier of (A) the Agent giving notice to the Borrowers and (B) any of the Borrowers or any other Obligor becoming aware of the failure to comply.

30.7 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made.

30.8 Cross default

- (a) Any Financial Indebtedness of any Group Member is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Group Member is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Group Member is cancelled or suspended by a creditor of that Group Member as a result of an event of default (however described).
- (d) The counterparty to a Treasury Transaction entered into by any Group Member becomes entitled to terminate that Treasury Transaction early by reason of an event of default (however described).

- (e) Any creditor of any Group Member becomes entitled to declare any Financial Indebtedness of that Group Member due and payable prior to its specified maturity as a result of an event of default (however described).

30.9 Insolvency

- (a) A Group Member:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;
 - (iii) suspends or threatens to suspend making payments on any of its debts; or
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of any Group Member is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any Group Member. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

30.10 Insolvency proceedings

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Group Member other than a solvent liquidation or reorganisation of any Group Member which is not an Obligor;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any Group Member;
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of a Group Member which is not an Obligor), receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Member or any of its assets (including the directors of any Group Member requesting a person to appoint any such officer in relation to it or any of its assets); or
 - (iv) enforcement of any Security Interest over any assets of any Group Member,or any analogous procedure or step is taken in any jurisdiction.
- (b) Paragraph (a) above shall not apply to any winding-up petition (or analogous procedure or step) which is frivolous or vexatious and is discharged, stayed or dismissed within seven (7) days of commencement or, if earlier, the date on which it is advertised.

30.11 Creditors' process

- (a) Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action (including enforcement by a landlord) affects any asset or assets of any Group Member and is not discharged within seven (7) days.
- (b) Any judgment or order is made against any Group Member and is not stayed or complied with within seven (7) days.

30.12 Unlawfulness and invalidity

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security ceases to be effective.
- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
- (c) Any Finance Document or any Transaction Security ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.
- (d) Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

30.13 Cessation of business

Any Group Member suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

30.14 Expropriation

The authority or ability of any Group Member to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Group Member or any of its assets.

30.15 Repudiation and rescission of Finance Documents

An Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

30.16 Litigation

Either:

- (a) any litigation, alternative dispute resolution, arbitration or administrative governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened; or
- (b) any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to any Transaction Document or the transactions contemplated in the Transaction Documents or against any Group Member or any of its assets, rights or revenues which has or might have a Material Adverse Effect.

30.17 Material Adverse Effect

Any event or circumstance (including any Environmental Incident or any change of law) occurs which the Majority Lenders reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

30.18 Security enforceable

Any Security Interest (other than a Permitted Maritime Lien) in respect of Charged Property becomes enforceable.

30.19 Arrest of Ship

Any Mortgaged Ship is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim and the relevant Owner fails to procure the release of such Ship within a period of seven (7) days thereafter (or such longer period as may be approved).

30.20 Ship registration

Except with approval from all the Lenders, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws within 90 days of such date.

30.21 Political risk

- (a) Either (1) the Flag State of any Mortgaged Ship or any Relevant Jurisdiction of an Obligor becomes involved in hostilities or civil war or (2) there is a seizure of power in the Flag State or any such Relevant Jurisdiction by unconstitutional means and (in either such case), in the reasonable opinion of the Agent such event or circumstance, has or is reasonably likely to have, a Material Adverse Effect; or
- (b) No Event of Default under paragraph (a) above will occur if:
 - (i) in the reasonable opinion of the Agent it is practicable for action to be taken by: the Borrowers to prevent the relevant event or circumstance having a Material Adverse Effect; and
 - (ii) the Borrowers take such action to the Agent's satisfaction within 14 days of notice from the Agent (specifying the relevant action to be taken) to do so.

30.22 Charters

- (a) Except with approval:
 - (i) the Charter of any Ship is repudiated, cancelled, rescinded or otherwise terminated or (except as a result of the relevant Ship being a Total Loss) frustrated; or
 - (ii) a Ship is withdrawn from service under the relevant Charter or the relevant Charter is terminated for any reason whatsoever, in each case before the time that such Charter was scheduled to expire.
- (b) The Charter Guarantee in relation to a Ship is repudiated, cancelled, rescinded or otherwise terminated or is not or ceases to be legal, valid, binding and enforceable obligations of the relevant Charter Guarantor or it is or becomes unlawful for a Charter Guarantor to perform its obligations under a Charter Guarantee to which it is a party or a Charter Guarantor becomes subject to any of the events or circumstances described in clause 30.9 (*Insolvency*) or in clause 30.10 (*Insolvency proceedings*).

30.23 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders:

- (a) by notice to the Borrowers:
 - (i) declare that no withdrawals be made from any Account; and/or
 - (ii) cancel the Total Commitments at which time they shall immediately be cancelled; and/or

- (iii) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
 - (iv) declare that all or part of the Loan be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or
- (b) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

Section 9 - Changes to Parties

31 Changes to the Lenders

31.1 Assignments by the Lenders

Subject to this clause 31, a Lender (the **Existing Lender**) may assign any of its rights under any Finance Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

31.2 Conditions of assignment

- (a) An assignment will only be effective:
 - (i) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrowers and the other Finance Parties as it would have been under if it had been an Original Lender;
 - (ii) on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Existing Lender is a party in its capacity as a Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements;
 - (iii) on the performance by the Agent of all necessary “know your customer” or similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender; and
 - (iv) if that Existing Lender assigns equal fractions of its Commitment and participation in the Loan.
- (b) Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

31.3 Fee

The New Lender shall, on the date upon which an assignment takes effect, pay to the Agent (for its own account) a fee of \$5,000 and shall, promptly on demand, pay the Agent and the Security Agent the amount of:

- (a) all costs and expenses (including legal fees) incurred by the Agent or the Security Agent in connection with any such assignment; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such assignment.

31.4 Assignment costs and expenses relating to security

The New Lender shall, promptly on demand, pay the Agent and the Security Agent the amount of:

- (a) all costs and expenses (including legal fees) incurred by the Agent or the Security Agent to facilitate the accession by the New Lender to, or assignment or transfer to the New Lender of, any Security Document and/or the benefit of any Security Document and any appropriate registration of any such accession or assignment or transfer; and
- (b) any cost, loss or liability the Agent or the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any such accession, assignment or transfer.

31.5 Limitation of responsibility of Existing Lenders

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;
 - (ii) the financial condition of any Obligor;
 - (iii) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;
 - (iv) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or
 - (v) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
 - (i) has made (and shall continue to make) its own independent investigation and assessment of:
 - (A) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and
 - (B) the application of any Basel II Regulation or any Basel III Regulation to the transactions contemplated by the Finance Documents,and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Transaction Document or the Transaction Security;
 - (ii) will continue to make its own independent appraisal of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; and
 - (iii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

- (c) Nothing in any Finance Document obliges an Existing Lender to:
 - (i) accept a re-assignment from a New Lender of any of the rights assigned under this clause 31; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under any Transaction Document or by reason of the application of any Basel II Regulation to the transactions contemplated by the Transaction Documents or otherwise.

31.6 Procedure for assignment

- (a) Subject to the conditions set out in clause 31.2 (*Other conditions of assignment*) an assignment may be effected in accordance with paragraph (d) below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under paragraph (a) of clause 31.2 (*Other conditions of assignment*) which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) The Obligors who are Parties and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultation with them.
- (d) Subject to clause 31.9 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;
 - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and
 - (iii) the New Lender shall become a Party to the Finance Documents as a “Lender” for the purposes of all the Finance Documents and will be bound by obligations equivalent to the Relevant Obligations.
- (e) Lenders may utilise procedures other than those set out in this clause 31.6 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with this clause 31.6 to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clause 31.2 (*Other conditions of assignment*).

31.7 Copy of Transfer Certificate to Borrowers

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under paragraph (a) of clause 31.2 (*Other conditions of assignment*), send a copy of that Transfer Certificate and such other documents to the Borrowers.

31.8 Security over Lenders' rights

In addition to the other rights provided to Lenders under this clause 31.8, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank; and
- (b) any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or other Security Interest shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security Interest for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

31.9 Pro rata interest settlement

In respect of any assignment pursuant to clause 31.6 (*Procedure for assignment*) the Transfer Date of which is not on the last day of an Interest Period:

- (a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (**Accrued Amounts**) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six months, on the next of the dates which falls at six monthly intervals after the first day of that Interest Period); and
- (b) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (i) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
 - (ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this clause 31.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

In this clause 31.9 references to "Interest Period" shall be considered to include a reference to any other period for accrual of fees.

31.10 Changes to the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

Section 10 - The Finance Parties

32 Roles of Agent, Security Agent and Arranger

32.1 Appointment of the Agent and Security Agent

Each other Finance Party (other than the Security Agent) appoints:

- (a) the Agent to act as its agent under and in connection with the Finance Documents; and
- (b) the Security Agent to act as its agent and as trustee under the Security Documents and, in relation to Security Documents governed by Swiss law, to act in the name and on behalf of the Finance Parties as their direct representative (*direkter Stellvertreter*).

32.2 Security Agent as trustee

The Security Agent declares that it holds the Security Property on trust for itself and the other Finance Parties on the terms contained in this Agreement.

32.3 Authorisation of Agent and Security Agent

Each of the Finance Parties (other than the Security Agent) authorises the Agent and the Security Agent:

- (a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent or (as the case may be) the Security Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and
- (b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it and, in relation to Security Documents governed by Swiss law, to execute such Security Documents in the name and on behalf of the Finance Parties as their direct representative (*direkter Stellvertreter*).

32.4 Instructions to Agent and the Security Agent

- (a) The Agent and the Security Agent shall:
 - (i) subject to paragraphs (d) and (e) below, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent or (as the case may be) the Security Agent in accordance with any instructions given to it by:
 - (A) the Agent, acting on the instructions of all Lenders, if the relevant Finance Document stipulates the matter is an all Lender decision; and
 - (B) in all other cases, the Agent, acting on the instructions of the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, in accordance with instructions given to it by that Finance Party or group of Finance Parties).
- (b) The Agent and the Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Agent and/or the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or

discretion and the Agent or (as the case may be) the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

- (c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties under the relevant Finance Document and, unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders or (as the case may be) the Security Agent by the Agent (acting on the instructions of the Majority Lenders) shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) Paragraph (a) above shall not apply:
 - (i) where a contrary indication appears in a Finance Document;
 - (ii) (where a Finance Document requires the Agent or the Security Agent to act in a specified manner or to take a specified action;
 - (iii) in respect of any provision which protects the Agent's or the Security Agent's own position in its personal capacity as opposed to its role of the Agent or the Security Agent for the Finance Parties including, without limitation, clauses 32.9 (*No duty to account*) to clause 32.14 (*Exclusion of liability*), clause 32.19 (*Confidentiality*) to clause 33.6 (*Custodians and nominees*) and clauses 33.9 (*Acceptance of title*) to 33.12 (*Disapplication of Trustee Acts*).
- (e) If giving effect to instructions given by any other Finance Party or group of Finance Parties would (in the Agent's opinion) have an effect equivalent to an amendment or waiver which is subject to clause 44 (*Amendments and grant of waivers*), the Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than itself) whose consent would have been required in respect of that amendment or waiver.
- (f) The Agent and Security Agent may refrain from acting in accordance with any instructions of any other Finance Party or group of Finance Parties (in the case of the Agent) or the Agent (in the case of the Security Agent), until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.
- (g) Without prejudice to the provisions of clause 34 (*Enforcement of Transaction Security*) and the remainder of this clause 32, in the absence of instructions, the Agent and the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

32.5 Legal or arbitration proceedings

Neither the Agent nor the Security Agent is authorised to act on behalf of another Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 32.5 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security.

32.6 Duties of the Agent and the Security Agent

- (a) The Agent's and the Security Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent or (as the case may be) the Security Agent shall promptly:

- (i) (in the case of the Security Agent) forward to the Agent a copy of any document received by the Security Agent from any Obligor under any Finance Document; and;
 - (ii) forward to a Party the original or a copy of any document which is delivered to the Agent or (as the case may be) the Security Agent for that Party by any other Party.
- (c) Without prejudice to clause 31.7 (*Copy of Transfer Certificate to Borrowers*), paragraph (b) above shall not apply to any Transfer Certificate.
 - (d) Except where a Finance Document specifically provides otherwise, neither the Agent nor the Security Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
 - (e) Without prejudice to clause 35.11 (*Notification of prescribed events*), if the Agent or the Security Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
 - (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Arranger or the Security Agent for their own account) under this Agreement it shall promptly notify the other Finance Parties.
 - (g) The Agent shall provide to the Borrowers, within 5 Business Days of a request by the Borrowers (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at the date of that request and their respective Commitments.
 - (h) The Agent and the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

32.7 Role of the Arranger

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

32.8 No fiduciary duties

Nothing in any Finance Document constitutes the Agent, the Security Agent or the Arranger as a trustee or fiduciary of any other person except to the extent that the, the Security Agent acts as trustee for the other Finance Parties pursuant to clause 32.2 (*Security Agent as trustee*).

32.9 No duty to account

None of the Agent, the Security Agent or the Arranger shall be bound to account to any other Finance Party for any sum or the profit element of any sum received by it for its own account.

32.10 Business with the Group

The Agent, the Security Agent and the Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or other Group Member or their Affiliates.

32.11 Rights and discretions of the Agent and the Security Agent

- (a) The Agent and the Security Agent may:
 - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (ii) assume that:
 - (A) any instructions received by it from the Majority Lenders, any Lenders or other Finance Parties or any group of Lenders or other Finance Parties are duly given in accordance with the terms of the Finance Documents;
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (C) in the case of the Security Agent, if it receives any instructions to act in relation to the Transaction Security, that all applicable conditions under the Finance Documents for so acting have been satisfied; and
 - (iii) rely on a certificate, statement or document from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that that is the case and, in the case of paragraph (i) above, may assume the truth and accuracy of that certificate, statement or document.
- (b) The Agent and the Security Agent may assume (unless it has received notice to the contrary in its capacity as agent or (as the case may be) security trustee for the other Finance Parties) that:
 - (i) no Notifiable Debt Purchase Transaction:
 - (A) has been entered into;
 - (B) has been terminated; or
 - (C) has ceased to be with a Parent Affiliate;
 - (ii) no Default has occurred (unless (in the case of the Agent) it has actual knowledge of a Default arising under clause 30.1 (*Non-payment*));
 - (iii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and
 - (iv) any notice or request made by the Borrowers (other than (in the case of the Agent) a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligor.
- (c) Each of the Agent and the Security Agent may engage and pay for (at the expense of the Borrowers) the advice or services of any lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, each of the Agent and the Security Agent may at any time engage and pay for (at the expense of the Borrowers) the services of any lawyers to act as independent counsel to it (and so

separate from any lawyers instructed by the Lenders or any other Finance Party) if it in its sole opinion deems this to be desirable.

- (e) Each of the Agent and the Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, insurance consultants, ship managers, valuers, surveyors or other professional advisers or experts (whether obtained by it or by any other Party and whether or not liability thereunder is limited by reference to a monetary cap or otherwise) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent, the Security Agent, any Receiver and any Delegate may act in relation to the Finance Documents, the Transaction Security and the Security Property through its officers, employees and agents and shall not:
 - (i) be liable for any error of judgment made by any such person; or
 - (ii) be bound to supervise or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person, unless such error or such loss was directly caused by the Agent's, the Security Agent's, Receiver's or Delegate's gross negligence or wilful default.
- (g) Unless any Finance Document expressly specifies otherwise, the Agent or the Security Agent may disclose to any other Party any information it reasonably believes it has received as agent or security trustee under the Finance Documents.
- (h) Without prejudice to the generality of paragraph (g) above, the Agent:
 - (i) may disclose; and
 - (ii) on the written request of a Borrower or the Majority Lenders shall, as soon as reasonably practicable, disclose

the identity of a Defaulting Lender to the other Finance Parties and the Borrowers.

- (i) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Security Agent nor the Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law, directive or regulation or state, or agency of any jurisdiction or state (including, but not limited to England and the United States), or a breach of a fiduciary duty or duty of confidentiality, and the Security Agent may do anything which, in its opinion, is necessary or desirable to comply with any such law, direction or regulation and the Security Agent may refrain from taking any action in respect of any property where it may incur liability in respect of that property (including, without limitation, any liability to make repairs and/or any liability under applicable health and safety legislation or environmental legislation).
- (j) Notwithstanding any provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.
- (k) Neither the Agent nor the Arranger shall be obliged to request any certificate, opinion or other information under clause 20 (*Information undertakings*) unless so required in writing by a Lender, in which case the Agent shall promptly make the appropriate request of the Borrowers if such request would be in accordance with the terms of this Agreement.
- (l) Without prejudice to the generality of any other provision of this Agreement or any other Security Document, the entry into possession of the Charged Property shall not render the Security Agent or any Receiver liable to account as mortgagee in possession thereunder

(or its equivalent in any other applicable jurisdiction) or to take any action in respect of which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or to be liable for any loss on realisation or for any default or omission on realisation or for any default or omission for which a mortgagee in possession might be liable.

- (m) The Security Agent shall have no responsibility whatsoever to the Obligors, the Agent or any Finance Party as regards any deficiency which might arise because the Security Agent is subject to any Tax in respect of all or any of the Charged Property, the income therefrom or the proceeds thereof.

32.12 Responsibility for documentation and other matters

None of the Agent, the Security Agent, the Arranger, any Receiver or any Delegate is responsible or liable for (whether in contract, tort or otherwise and without prejudice to any other provision of the Finance Documents excluding or limiting its liability):

- (a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, the Security Agent, the Arranger, an Obligor or any other person given in or in connection with any Transaction Document, the Information Memorandum or the transactions contemplated in the Transaction Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or of any representations in any Transaction Document or of any copy of any document delivered under any Transaction Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any Security Interest or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document or any Security Interest constructed thereby;
- (c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Transaction Documents;
- (d) (in the case of the Security Agent) any loss to the Security Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;
- (e) the failure of any Obligor or any other party to perform its obligations under any Transaction Document or the financial condition of any such person;
- (f) (save as otherwise provided in this clause 32) taking or omitting to take any other action under or in relation to the Security Documents;
- (g) any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under any Finance Document; or
- (h) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.

32.13 No duty to monitor

Neither the Agent nor the Security Agent shall be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party or any Obligor of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

32.14 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Receiver or Delegate), none of the Agent, the Security Agent, any Receiver nor any Delegate will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:
- (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Security Property, unless directly caused by its gross negligence or wilful misconduct;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Security Property;
 - (iii) any shortfall which arises on the enforcement or realisation of the Security Property; or
 - (iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:
 - (A) any act, event or circumstance not reasonably within its control; or
 - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event), breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent, the Security Agent, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Agent, the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Agent, the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document or any Security Property and any officer, employee or agent of the Agent, the Security Agent, a Receiver or a Delegate may rely on this clause 32.14 subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) Neither the Agent or the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.
- (d) Nothing in any Finance Document shall oblige the Agent, the Security Agent or the Arranger to carry out:
- (i) any “know your customer” or other checks in relation to any person; or

- (ii) any check on the extent to which any transaction contemplated by any of the Finance Documents might be unlawful for any Finance Party or for any Affiliate of any Finance Party or for any Affiliate of any Finance Party,

on behalf of any other Finance Party and each other Finance Party confirms to the Agent, the Security Agent and the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Security Agent or the Arranger.

- (e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Receiver or any Delegate, any liability of the Agent, the Security Agent, any Receiver or any Delegate arising under or in connection with any Finance Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent, the Security Agent, any Receiver or any Delegate (as the case may be) or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent, the Security Agent, any Receiver or any Delegate (as the case may be) at any time which increase the amount of that loss. In no event shall the Agent, the Security Agent, any Receiver or any Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent, the Security Agent, Receiver or Delegate (as the case may be) has been advised of the possibility of such loss or damages.

32.15 Lenders' indemnity to the Agent, Security Agent and others

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their being reduced to zero) indemnify the Agent, the Security Agent, every Receiver and every Delegate, within three Business Days of demand, against any Losses (including, without limitation, for negligence or any other category of liability whatsoever incurred by any of them (otherwise than by reason of the relevant Agent's, Security Agent's, Receiver's or Delegate's gross negligence or wilful default (or in the circumstances contemplated pursuant to clause 38.11 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent, Security Agent, Receiver or Delegate under, or exercising any authority conferred under) the Finance Documents (unless the relevant Agent, Security Agent, Receiver or Delegate has been reimbursed by an Obligor pursuant to a Finance Document) and this paragraph (a) shall be without prejudice to any right to indemnity by law given to trustees generally and any other indemnity in the Security Agent's favour in any other Finance Document.
- (b) Subject to paragraph (c) below, the Borrowers shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent or the Security Agent or any Receiver or Delegate pursuant to paragraph (a) above.
- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent or the Security Agent to an Obligor.
- (d) The indemnity contained in this clause 32.15 shall survive the termination or discharge of this Agreement.

32.16 Resignation of the Agent or the Security Agent

- (a) The Agent or the Security Agent may, without giving any reason therefor, resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties and the Borrowers.
- (b) Alternatively the Agent or the Security Agent may without giving any reason therefor resign by giving 30 days' notice to the other Finance Parties and the Borrowers, in which case the Majority Lenders may appoint a successor Agent or Security Agent.
- (c) If the Majority Lenders have not appointed a successor Agent or Security Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the retiring Agent or Security Agent (after consultation with (in the case of the Agent) the Borrowers or (in the case of the Security Agent) the Agent) may appoint a successor Agent or Security Agent.
- (d) If the Agent or Security Agent wishes to resign because it has concluded that it is no longer appropriate for it to remain as agent or trustee and the Agent or (as the case may be) Security Agent is entitled to appoint a successor Agent or (as the case may be) Security Agent under paragraph (c) above, the Agent or (as the case may be) Security Agent may (if it concludes that it is necessary to do so in order to persuade the proposed successor Agent or (as the case may be) Security Agent to become a party to this Agreement as Agent or (as the case may be) Security Agent) agree with the proposed successor Agent or (as the case may be) Security Agent such amendments to this clause 32 and any other term of this Agreement dealing with the rights or obligations of the Agent or (as the case may be) Security Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any amendments to the fee payable to it in its capacity as Agent or (as the case may be) Security Agent under this Agreement which are consistent with the successor Agent's or (as the case may be) Security Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Agent or Security Agent shall make available to the successor Agent or Security Agent such documents and records and provide such assistance as the successor Agent or Security Agent may reasonably request for the purposes of performing its functions as Agent or (as the case may be) Security Agent under the Finance Documents. The Borrowers shall, within three Business Days of demand, reimburse the retiring Agent or (as the case may be) Security Agent for the amount of all costs and expenses (including legal fees) (together with any applicable VAT) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's or Security Agent's resignation notice shall only take effect upon:
 - (i) the appointment of a successor; and
 - (ii) (in the case of the Security Agent) the transfer or assignment of all the Transaction Security and the other Security Property to that successor and any appropriate filings or registrations, any notices of transfer or assignment and the payment of any fees or duties related to such transfer or assignment which the Security Agent considers necessary or advisable have been duly completed.
- (g) Upon the appointment of a successor, the retiring Agent or Security Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) of clause 33.10 (*Winding up of trust*) and paragraph (e) above) but shall remain entitled to the benefit of clauses 15.3 (*Other indemnities*), 15.4 (*Indemnity to the Agent and the Security Agent*) and 15.5 (*Indemnity concerning security*) and this clause 32 (and any agency or other fees for the account of the retiring Agent or Security Agent in its capacity as such shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and

obligations amongst themselves as they would have had if that successor had been an original Party.

- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
- (i) the Agent fails to respond to a request under clause 13.4 (*FATCA Information*) and the Borrowers or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to clause 13.4 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Agent notifies the Borrowers and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrowers or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrowers or that Lender, by notice to the Agent, requires it to resign.

32.17 Replacement of the Agent

- (a) After consultation with the Borrowers, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent.
- (b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of clauses 15.4 (*Indemnity to the Agent and the Security Agent*) and 15.5 (*Indemnity concerning security*) and this clause 32) (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

32.18 Replacement of the Security Agent

The Agent (acting on the instructions of the Majority Lenders) may, by notice to the Security Agent, require it to resign in accordance with paragraph (b) of clause 32.16 (*Resignation of the Agent or the Security Agent*). In this event, the Security Agent shall resign in accordance with that paragraph.

32.19 Confidentiality

- (a) In acting as agent or trustee for the Finance Parties, the Agent or (as the case may be) the Security Agent shall be regarded as acting through its agency, trustee or other division or department directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent or (as the case may be) the Security Agent, it may be treated as confidential to that division or department and the Agent or (as the case may be) the Security Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Security Agent nor the Arranger is obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

32.20 Agent's relationship with the Lenders

- (a) Subject to clause 31.9 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as each Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as a Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under clause 40.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer (or such other information) by that Lender for the purposes of clause 40.2 (*Addresses*) and clause 40.6 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

32.21 Information from the Finance Parties

- (a) Each Finance Party shall supply the Agent or the Security Agent with any information that the Agent or (as the case may be) the Security Agent may reasonably specify as being necessary or desirable to enable the Agent or (as the case may be) the Security Agent to perform its functions as Agent or (as the case may be) Security Agent (including, without limitation, such written information and directions as are necessary to make the calculations and applications contemplated by clause 35.1 (*Order of application*)).
- (b) Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

32.22 Credit appraisal by the Finance Parties

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each other Finance Party confirms to the Agent, the Security Agent and the Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document, including but not limited to:

- (a) the financial condition, status and nature of each Obligor and other Group Member;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document, the Transaction Security or the Security Property;
- (c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;
- (d) whether that Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, the Transaction Security or the Security Property;
- (e) the adequacy, accuracy or completeness of the Information Memorandum and any other information provided by the Agent, the Security Agent, the Arranger or any other Party or by any other person under or in connection with any Transaction Document, the transactions contemplated by any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Transaction Document; and
- (f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security Interest affecting the Charged Property.

32.23 Deduction from amounts payable by the Agent or Security Agent

If any Party owes an amount to the Agent or Security Agent under the Finance Documents the Agent or Security Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent or Security Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

32.24 Amounts paid in error

- (a) If the Agent pays an amount to another Party and the Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (b) Neither:
 - (i) the obligations of any Party to the Agent; nor
 - (ii) the remedies of the Agent,

(whether arising under this clause 32.24 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (b), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Agent or any other Party).

- (c) All payments to be made by a Party to the Agent (whether made pursuant to this clause 32.24 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

33 Trust and security matters

33.1 Undertaking to pay

- (a) Each Obligor who is a Party undertakes with the Security Agent as trustee for itself and on behalf of the Finance Parties that it will, on demand by the Security Agent, pay to the Security Agent as trustee for itself and on behalf of the Finance Parties all money from time to time owing to the other Finance Parties (in addition to paying any money owing under the Finance Documents to the Security Agent for its own account), and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.
- (b) Each payment which such an Obligor makes to another Finance Party in accordance with any Finance Document shall, to the extent of the amount of that payment, satisfy that Obligor's corresponding obligation under paragraph (a) above to make that payment to the Security Agent.

33.2 Parallel debt

- (a) In this clause 33.2:

Corresponding Debt means any amount, other than any Parallel Debt, which an Obligor owes to a Finance Party under or in connection with the Finance Documents.

Parallel Debt means any amount which an Obligor owes to the Security Agent under clause 33.2(b) or under that clause as incorporated by reference or in full in any other Finance Document.

- (b) Each Obligor irrevocably and unconditionally undertakes to pay to the Security Agent its Parallel Debt which shall be amounts equal to, and in the currency or currencies of, its Corresponding Debt.
- (c) The Parallel Debt of an Obligor:
 - (i) shall become due and payable at the same time as its Corresponding Debt; and
 - (ii) is independent and separate from, and without prejudice to, its Corresponding Debt.
- (d) For the purposes of this clause 33.2, the Security Agent:
 - (i) is the independent and separate creditor of each Parallel Debt;
 - (ii) acts in its own name and not as agent, representative or trustee of the Finance Parties and its claims in respect of each Parallel Debt shall not be held on trust; and
 - (iii) shall have the independent and separate right to demand payment of each Parallel Debt in its own name (including, without limitation, through any suit, execution, enforcement of security, recovery of guarantees and applications for and voting in any kind of insolvency proceeding).

- (e) The Parallel Debt of an Obligor shall be:
 - (i) decreased to the extent that its Corresponding Debt has been irrevocably and unconditionally paid or discharged; and
 - (ii) increased to the extent that its Corresponding Debt has increased,and the Corresponding Debt of an Obligor shall be:
 - (A) decreased to the extent that its Parallel Debt has been irrevocably and unconditionally paid or discharged; and
 - (B) increased to the extent that its Parallel Debt has increased,in each case provided that the Parallel Debt of an Obligor shall never exceed its Corresponding Debt.
- (f) All amounts received or recovered by the Security Agent in connection with this clause 33.2 (*Parallel debt*) to the extent permitted by applicable law, shall be applied in accordance with clause 35.1 (*Order of application*).
- (g) This clause 33.2 shall apply, with any necessary modifications, to each Finance Document governed by laws other than English law and Greek law.

33.3 No responsibility to perfect Transaction Security

The Security Agent shall not be liable for any failure to:

- (a) ascertain whether all deeds and documents which should have been deposited with it under or pursuant to any of the Security Documents have been so deposited;
- (b) require the deposit with it of any deed or document certifying, representing or constituting the title of any Obligor to any of the Charged Property;
- (c) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;
- (d) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Finance Document or of the Transaction Security;
- (e) take, or to require any Obligor to take, any step to perfect its title to any of the Charged Property or to render the Transaction Security effective or to secure the creation of any ancillary Security Interest under any law or regulation; or
- (f) require any further assurance in relation to any Security Document.

33.4 Insurance by Security Agent

- (a) The Security Agent shall not be obliged:
 - (i) to insure any of the Charged Property;
 - (ii) to require any other person to maintain any insurance; or
 - (iii) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

- (b) Where the Security Agent is named on any insurance policy as loss payee, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Agent requests it to do so in writing and the Security Agent fails to do so within fourteen days after receipt of that request.

33.5 Common parties

Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the other Finance Parties and (as appropriate) security agent and trustee for all of the other Finance Parties. Where any Finance Document provides for an Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

33.6 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

33.7 Delegation by the Security Agent

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Finance Parties.
- (c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

33.8 Additional trustees

- (a) The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrowers to appoint and subsequently remove any person either to act as separate trustee or as co-trustee jointly with the Security Agent:
 - (i) if the Security Agent reasonably considers such appointment to be in the best interests of the Finance Parties;
 - (ii) for the purpose of conforming with any legal requirement, restriction or condition which the Security Agent deems to be relevant; or
 - (iii) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against any person of a judgment already obtained,

and the Security Agent shall give prior notice to the Borrowers and the Finance Parties of that appointment (or subsequent removal).

- (b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Finance Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment and the Security Agent shall have power to remove any person so appointed.
- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.
- (d) At the request of the Security Agent, the other Parties shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such Party irrevocably authorises the Security Agent in its name and on its behalf to do the same.
- (e) Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent.
- (f) The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Security Agent shall have exercised reasonable care in the selection of such person.

33.9 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Obligor may have to any of the Charged Property and shall not be liable for, or bound to require any Obligor to remedy, any defect in its right or title.

33.10 Winding up of trust

If the Security Agent, with the approval of the Agent, determines that:

- (a) all of the Secured Obligations and all other obligations secured by the Security Documents have been fully and finally discharged; and
- (b) no Finance Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents,

then:

- (i) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Security Agent under each of the Security Documents; and
- (ii) any Security Agent which has resigned pursuant to clause 32.16 (*Resignation of the Agent or the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document.

33.11 Powers supplemental to Trustee Acts

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

33.12 Disapplication of Trustee Acts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

34 Enforcement of Transaction Security

34.1 Enforcement Instructions

- (a) The Security Agent may refrain from enforcing the Transaction Security unless instructed otherwise by the Agent (acting on the instructions of the Majority Lenders).
- (b) Subject to the Transaction Security having become enforceable in accordance with its terms, the Agent (acting on the instructions of the Majority Lenders) may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit.
- (c) The Security Agent is entitled to rely on and comply with instructions given in accordance with this clause 34.1.

34.2 Manner of enforcement

If the Transaction Security is being enforced pursuant to clause 34.1 (*Enforcement Instructions*), the Security Agent shall enforce the Transaction Security in such manner as the Agent (acting on the instructions of the Majority Lenders) shall instruct or, in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate.

34.3 Waiver of rights

To the extent permitted under applicable law and subject to clause 34.1 (*Enforcement Instructions*), clause 34.2 (*Manner of enforcement*) and clause 35 (*Application of Proceeds*), each of the Finance Parties and the Obligors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

34.4 Enforcement through Security Agent only

- (a) The other Finance Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising or to grant any consents or releases under the Security Documents except through the Security Agent.
- (b) Each Finance Party (other than the Security Agent) shall, promptly upon being requested by the Agent to do so, grant a power of attorney or other sufficient authority to the Security Agent to enable the Security Agent to enforce or have recourse to the relevant Transaction Security or to exercise any such right, power, authority or discretion or to grant any such consent or release.

35 Application of proceeds

35.1 Order of application

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this clause 35, the Recoveries) shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 35), in the following order of priority:

- (a) in discharging any sums owing to the Security Agent (other than pursuant to clause 33.1 (*Undertaking to pay*) or 33.2 (*Parallel debt*)), any Receiver or any Delegate under the Finance Documents;
- (b) in discharging all costs and expenses incurred by any Finance Party in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement;
- (c) in payment or distribution to the Agent on its own behalf and on behalf of the other Finance Parties for application in accordance with clause 38.6 (*Partial payments*);
- (d) if none of the Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Obligor; and
- (e) the balance, if any, in payment or distribution to the relevant Obligor.

35.2 Security proceeds realised by other Finance Parties

Where a Finance Party (other than the Security Agent) is a party to a Security Document and that Finance Party receives or recovers any amounts pursuant to the terms of that Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security which is the subject of that Security Document then, subject to the terms of that Security Document and to the extent permitted by applicable law, such Finance Party shall account to the Security Agent for those amounts and the Security Agent shall apply them in accordance with clause 35.1 (*Order of application*) as if they were Recoveries for the purposes of such clause or (if so directed by the Security Agent shall apply those amounts in accordance with clause 35.1 (*Order of application*)).

35.3 Investment of cash proceeds

Prior to the application of any Recoveries in accordance with clause 35.1 (*Order of Application*) the Security Agent may, in its discretion, hold:

- (a) all or part of any Recoveries which are in the form of cash; and
- (b) any cash which is generated by holding, managing, exploiting, collecting, realising or disposing of any proceeds of the Security Property which are not in the form of cash,

in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (without being under any duty to diversify the same and the relevant Security Agent shall not be responsible for any loss due to interest rate or exchange rate fluctuations and shall not be liable to account for an amount of interest greater than the standard amount that would be payable to an independent customer, the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this clause 35.

35.4 Currency conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Security Agent may:
 - (i) convert any moneys received or recovered by the Security Agent from one currency to another; and
 - (ii) notionally convert the valuation provided in any opinion or valuation from one currency to another,in each case at the Security Agent's spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided in the London foreign exchange market on a particular day.
- (b) The obligations of any Obligor to pay in the due currency shall only be satisfied:
 - (i) in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and
 - (ii) in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.

35.5 Permitted Deductions

The Security Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any law or regulation to make from any distribution or payment made by it under this Agreement, and to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties or exercising its rights, powers, authorities and discretions, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

35.6 Good discharge

- (a) Any distribution or payment to be made in respect of the Secured Obligations by the Security Agent may be made to the Agent on behalf of the Finance Parties.
- (b) Any distribution or payment made as described in paragraph (a) above shall be a good discharge, to the extent of that payment or distribution, by the Security Agent to the extent of that payment.
- (c) The Security Agent is under no obligation to make the payments to the Agent under paragraph (a) above in the same currency as that in which the Secured Obligations owing to the relevant Finance Party are denominated pursuant to the relevant Finance Document.

35.7 Calculation of amounts

- (a) For the purpose of calculating any person's share of any amount payable to or by it, the Security Agent shall be entitled to:
- (b) notionally convert the Secured Obligations owed to any person into a common base currency (decided in its discretion by the Security Agent), that notional conversion to be made at the spot rate at which the Security Agent is able to purchase the notional base currency with the actual currency of the Secured Obligations owed to that person at the time at which that calculation is to be made; and
- (c) assume that all amounts received or recovered as a result of the enforcement or realisation of the Security Property are applied in discharge of the Secured Obligations in accordance

with the terms of the Finance Documents under which those Secured Obligations have arisen.

35.8 Release to facilitate enforcement and realisation

- (a) Each Finance Party acknowledges that, for the purpose of any enforcement action by the Security Agent or a Receiver and/or maximising or facilitating the realisation of the Charged Property, it may be desirable that certain rights or claims against an Obligor and/or under certain of the Transaction Security, be released.
- (b) Each other Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to effect such enforcement action and/or realisation including, to the extent necessary for such purpose, to execute release documents in the name of and on behalf of the other Finance Parties.

35.9 Dealings with Security Agent

Subject to clause 40.5 (*Communication when Agent is Impaired Agent*), each Finance Party shall deal with the Security Agent exclusively through the Agent.

35.10 Disclosure between Finance Parties and Security Agent

Notwithstanding any agreement to the contrary, each of the Obligors consents, until the end of the Facility Period, to the disclosure by any Finance Party to each other (whether or not through the Agent or the Security Agent) of such information concerning the Obligors as any Finance Party shall see fit.

35.11 Notification of prescribed events

- (a) If an Event of Default or Default either occurs or ceases to be continuing, the Agent shall, upon becoming aware of that occurrence or cessation, notify the Security Agent.
- (b) If the Security Agent enforces, or takes formal steps to enforce, any of the Transaction Security it shall notify each other Finance Party of that action.
- (c) If any Finance Party exercises any right it may have to enforce, or to take formal steps to enforce, any of the Transaction Security it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Finance Party of that action.

36 Conduct of business by the Finance Parties

36.1 Finance Parties tax affairs

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

36.2 Finance Parties acting together

- (a) Notwithstanding clause 2.2 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 30.23 (*Acceleration*) or (acting on the instructions of the Majority Lenders) notifies the other Finance Parties that it considers it is entitled to make such a

declaration, the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrowers and any Group Members and generally administer the Facility in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall be entitled to take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.

- (b) Paragraph (a) above shall not override clause 32 (*Roles of Agent, Security Agent and Arranger*) as it applies to the Security Agent.

37 Sharing among the Finance Parties

37.1 Payments to Finance Parties

If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 38 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 38 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clause 38.6 (*Partial payments*).

37.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clause 38.6 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

37.3 Recovering Finance Party's rights

On a distribution by the Agent under clause 37.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

37.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and

- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

37.5 Exceptions

- (a) This clause 37 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings in accordance with the terms of this Agreement, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings;
 - (ii) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and
 - (iii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

Section 11 - Administration

38 Payment mechanics

38.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

38.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 38.3 (*Distributions to an Obligor*) and clause 38.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

38.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with clause 39 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

38.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders, and such Lenders agree, then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:
 - (i) the Agent shall notify the Borrowers of that Lender's identity and the Borrowers shall on demand refund it to the Agent; and
 - (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrowers, shall on demand pay to the Agent the amount (as

certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

38.5 Impaired Agent

- (a) If, at any time, the Agent becomes an Impaired Agent, the Borrowers or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with clause 38.1 (*Payments to the Agent*) may instead either:
 - (i) pay that amount direct to the required recipient(s); or
 - (ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of “Acceptable Bank” and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Borrowers or the Lender making the payment (the **Paying Party**) and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the **Recipient Party** or **Recipient Parties**).

In each case such payments must be made on the due date for payment under the Finance Documents.

- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with this clause 38.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.
- (d) Promptly upon the appointment of a successor Agent in accordance with this Agreement, each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to paragraph (e) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with clause 38.2 (*Distributions by the Agent*).
- (e) A Paying Party shall, promptly upon request by a Recipient Party and to the extent:
 - (i) that it has not given an instruction pursuant to paragraph (d) above; and
 - (ii) that it has been provided with the necessary information by that Recipient Party,give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

38.6 Partial payments

- (a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
 - (i) **first**, in or towards payment pro rata of any unpaid amount owing to the Agent, the Security Agent or the Arranger under those Finance Documents;
 - (ii) **secondly**, in or towards payment to the Lenders pro rata of any amount owing to the Lenders under clause 32.15 (*Lenders' indemnity to the Agent and others*);

- (iii) **thirdly**, in or towards payment to the Lenders pro rata of any accrued interest, fee or commission due but unpaid under those Finance Documents;
 - (iv) **fourthly**, in or towards payment to the Lenders pro rata of any amount of principal due but unpaid to the Lenders under those Finance Documents; and
 - (v) **fifthly**, in or towards payment pro rata of any other sum due but unpaid to the Finance Parties under the Finance Documents.
- (b) The Agent shall, if so directed by all the Lenders, vary the order set out in paragraphs (ii) to (v) of paragraph (a).
 - (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

38.7 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

38.8 Business Days

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

38.9 Currency of account

- (a) Subject to paragraphs (b) and (c) below, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of all or part of the Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.
- (c) Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.
- (d) All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

38.10 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrowers); and

- (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrowers) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

38.11 Disruption to payment systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrowers that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrowers, consult with the Borrowers with a view to agreeing with the Borrowers such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrowers in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrowers shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 44 (*Amendments and grant of waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 38.11; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

39 Set-off

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. For the purpose of this clause the term "Finance Party" includes each of the relevant Finance Party's holding companies and subsidiaries and each subsidiary of the relevant Finance Party's holding companies (as defined in the Companies Act 2006).

40 Notices

40.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

40.2 Addresses

The address, and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (i) in the case of any Obligor who is a Party, that identified with its name in Schedule 1 (*The original parties*);
- (ii) in the case of any Obligor who is not a Party, that identified in any Finance Document to which it is a party;
- (iii) in the case of the Security Agent, the Agent and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and
- (iv) in the case of each Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, fax number, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Finance Parties and the Obligors who are Parties, if a change is made by the Agent) by not less than five Business Days' notice.

40.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,
and, if a particular department or officer is specified as part of its address details provided under clause 40.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Borrowers in accordance with this clause 40.3 will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following day.

40.4 Notification of address

Promptly upon changing its address, the Agent shall notify the other Parties on changing its address. All other Parties should notify the Agent promptly upon change of their address pursuant to clause 40.2 (*Addresses*).

40.5 Communication when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

40.6 Electronic communication

- (a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or the Security Agent shall specify for this purpose.
- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p. m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement or any other Finance Document shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 40.6.

40.7 English language

- (a) Any notice given under or in connection with any Finance Document shall be in English.
- (b) All other documents provided under or in connection with any Finance Document shall be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent or the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

41 Calculations and certificates

41.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

41.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

41.3 Day count convention

- (a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:
 - (i) on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice; and
 - (ii) subject to paragraph (b) below.
- (b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places.

42 Partial invalidity

If, at any time, any provision of a Finance Document 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.

43 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

44 Amendments and grant of waivers

44.1 Required consents

- (a) Subject to clauses 44.2 (*All Lender matters*) and 44.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Borrowers and any such amendment or waiver agreed or given by the Agent will be binding on all the Finance Parties and other Obligors.
- (b) The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 44.

- (c) Without prejudice to the generality of paragraphs (c), (d) and (e) of clause 32.11 (*Rights and discretions of the Agent*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.
- (d) Each Obligor agrees to any such amendment or waiver permitted by this clause 44 which is agreed to by the Borrowers. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of the Parent.

44.2 All Lender matters

Subject to clause 44.4 (*Changes to reference rates*), an amendment, waiver or discharge or release or a consent of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of “Change of Control” in clause 1.1 (*Definitions*);
- (b) the definition of “Majority Lenders” in clause 1.1 (*Definitions*);
- (c) the definition of “Last Availability Date” in clause 1.1 (*Definitions*);
- (d) an extension to the date of payment of any amount under the Finance Documents;
- (e) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;
- (f) an increase in, or extension of, any Commitment or the Total Commitments, an extension of any period within which the Facility is available for Utilisation or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably;
- (g) a change to any Borrower or any other Obligor;
- (h) any provision which expressly requires the consent or approval of all the Lenders;
- (i) clause 37 (*Sharing among the Finance Parties*);
- (j) clause 2.2 (*Finance Parties’ rights and obligations*), clause 7.1 (*Illegality*), 7.2 (*Change of control*), clause 19.38 (*Money Laundering*), clause 19.39 (*Sanctions*), clause 20.11 (*Money Laundering*), clause 22.13 (*Sanctions*), clause 31 (*Changes to the Lenders*), clause 37.1 (*Payments to Finance Parties*), this clause 44 (*Amendments and grant of waivers*), clause 46 (*Counterparts*) or clause 49.1 (*Jurisdiction of English courts*);
- (k) the order of distribution under clause 38.5 (*Partial payments*);
- (l) the order of distribution under clause 35.1 (*Order of application*);
- (m) the currency in which any amount is payable under any Finance Document;
- (n) (other than as expressly permitted by the provisions of the Finance Documents) the nature or scope of the Charged Property or of the manner in which the proceeds of enforcement of the Transaction Security are distributed;
- (o) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of any guarantee and indemnity granted under any Finance Document (including under clause 18 (*Guarantee and indemnity*)); or
- (p) the release of the Transaction Security or the Guarantee or the circumstances in which any of the Transaction Security or the Guarantee is permitted or required to be released under any of the Finance Documents,

shall not be made, or given, without the prior consent of all the Lenders and must be in writing.

44.3 Other exceptions

- (a) An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent or the Arranger in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, the Security Agent or the Arranger (as the case may be).
- (b) Notwithstanding clauses 44.1 (*Required consents*), 44.2 (*All Lender matters*) and paragraph (a) above, the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.
- (c) Amendments to, or waivers in respect of, any Finance Document may only be agreed in writing.

44.4 Changes to reference rates

- (a) Each Obligor agrees and acknowledges that it shall co-operate with the Finance Parties in good faith to agree and implement any amendment or waiver as contemplated pursuant to this clause 44.4 as a result of a RFR Replacement Event.
- (b) Subject to clause 44.3 (*Other exceptions*), if a RFR Replacement Event has occurred, any amendment or waiver which relates to:
 - (i) providing for the use of a Replacement Reference Rate in place of (or in addition to) the RFR; and
 - (ii)
 - (A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;
 - (B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);
 - (C) implementing market conventions applicable to that Replacement Reference Rate;
 - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
 - (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting for itself and on the instructions of the Majority Lenders) and the Borrowers.

- (c) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on the Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of a risk-free reference rate on a compounded basis in the international or any relevant domestic syndicated loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Obligors.

(d) For the purposes of this clause 44.4, the following definitions shall have the following meanings:

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Reference Rate means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for the RFR by:

(i) the administrator of the RFR (provided that the market or economic reality that such reference rate measures is the same as that measured by the RFR); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor or alternative to the RFR; or

(c) in the opinion of the Majority Lenders and the Borrowers, an appropriate successor or alternative to the RFR.

RFR Replacement Event means:

(a) the methodology, formula or other means of determining the RFR has, in the opinion of the Majority Lenders and the Borrowers, materially changed; or

(b)

(i)

(A) the administrator of the RFR or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the RFR is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the RFR; or

(ii) the administrator of the RFR publicly announces that it has ceased or will cease, to provide the RFR permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the RFR; or

- (iii) the supervisor of the administrator of the RFR publicly announces that the RFR has been or will be permanently or indefinitely discontinued; or
- (iv) the administrator of the RFR or its supervisor announces that the RFR may no longer be used; or
- (c) the administrator of the RFR determines that the RFR should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
 - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Obligors) temporary; or
 - (ii) the RFR is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the "RFR Contingency Period" in the Reference Rate Terms; or
- (d) in the opinion of the Majority Lenders and the Borrowers, the RFR is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

44.5 Releases

Except with the approval of all the Lenders or for a release which is expressly permitted or required by the Finance Documents, the Agent shall not have authority to authorise the Security Agent to release:

- (a) any Charged Property from the Transaction Security; or
- (b) any Obligor from any of its guarantee or other obligations under any Finance Document.

44.6 Disenfranchisement of Defaulting Lenders

- (a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:
 - (i) the Majority Lenders; or
 - (ii) whether:
 - (A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility; or
 - (B) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents,

that Defaulting Lender's Commitment will be reduced by the amount of its Available Commitment and, to the extent that such reduction results in that Defaulting Lender's Commitment being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

- (b) For the purposes of this clause 44.6, the Agent may assume that the following Lenders are Defaulting Lenders:
 - (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
 - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of "Defaulting Lender" has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

44.7 Excluded Commitments

If:

- (a) any Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement within 10 Business Days of that request being made; or
- (b) any Lender which is not a Defaulting Lender fails to respond to such a request (other than an amendment, waiver or consent referred to in paragraphs (c), (d), (e) and (k) of clause 44.2 (*All Lender matters*)) or such a vote within 20 Business Days of that request being made,

(unless (in either such case) the Borrowers and the Agent agree to a longer time period in relation to any request):

- (i) its Commitment or its participation in the Loan shall not be included for the purpose of calculating the Total Commitments or the amount of the Loan when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments or the amount of the Loan has been obtained to approve that request; and
- (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

44.8 Replacement of a Defaulting Lender

- (a) The Borrowers may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days' prior written notice to the Agent and such Lender replace such Lender by requiring such Lender to (and, to the extent permitted by law such Lender shall) assign pursuant to clause 31 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement (and any Security Document to which that Lender is a party in its capacity as a Lender) to an Eligible Institution (a **Replacement Lender**) which confirms its willingness to undertake and does undertake all the obligations or all the relevant obligations of the assigning Lender in accordance with clause 31 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:
 - (i) in an amount equal to:
 - (A) the outstanding principal amount of such Lender's participation in the Loan;
 - (B) all accrued interest owing to such Lender;
 - (C) the Break Costs which would have been payable to such Lender pursuant to clause 11.4 (*Break Costs*) had the Borrowers prepaid in full that Lender's participation in the Loan on the date of the assignment; and
 - (D) all other amounts payable to that Lender under the Finance Documents on the date of the assignment or
 - (ii) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Borrowers and which does not exceed the amount described in paragraph (i) above.

- (b) Any assignment of rights by a Defaulting Lender pursuant to this clause 44.8 shall be subject to the following conditions:
 - (i) the Borrowers shall have no right to replace the Agent or the Security Agent;
 - (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrowers to find a Replacement Lender;
 - (iii) the assignment must take place no later than 14 Business Days after the notice referred to in paragraph (a) above (or such other longer period as agreed by the Majority Lenders);
 - (iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and
 - (v) the Defaulting Lender shall only be obliged to assign its rights pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to that assignment to the Replacement Lender.
- (c) The Defaulting Lender shall perform the checks described in paragraph (b) (v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Borrowers when it is satisfied that it has complied with those checks.

44.9 Disenfranchisement of Parent Affiliates

- (a) For so long as a Parent Affiliate:
 - (i) beneficially owns a Commitment; or
 - (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated,

in ascertaining:
 - (A) the Majority Lenders; or
 - (B) whether:
 - (1) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or
 - (2) the agreement of any specified group of Lenders,
 - (iii) has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

such Commitment shall be deemed to be zero and such Parent Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purposes of paragraphs (A) and (B) above (unless in the case of a person not being a Parent Affiliate it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).
- (b) Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Parent Affiliate (a Notifiable Debt Purchase Transaction), such notification to be

substantially in the form set out in Part I of Schedule 9 (*Forms of Notifiable Debt Purchase Transaction Notice*).

- (c) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:
 - (i) is terminated; or
 - (ii) ceases to be with a Parent Affiliate,
 - (iii) such notification to be substantially in the form set out in Part II of Schedule 9 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (d) Each Parent Affiliate that is a Lender agrees that:
 - (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same, nor be entitled to receive the agenda or any minutes of the same; and
 - (ii) in its capacity as Lender, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Agent or one or more of the Lenders.

44.10 Modification and/or discontinuation of certain benchmarks

- (a) Without prejudice to any other provisions of this Agreement, each Party acknowledges and agrees to the benefit of the other Parties that:
 - (i) any benchmarks used in this Agreement (1) may be subject to methodological or other changes which could affect their value, (2) may not comply with applicable laws and regulations and/or (3) may be permanently discontinued; and
 - (ii) the occurrence of any of the aforementioned events may have adverse consequences which may materially impact the economics of the financing transaction contemplated under this Agreement.
- (b) The Parties further acknowledge that if any of the aforementioned events is forthcoming, they shall enter into negotiations with a view to agreeing the necessary changes to this Agreement in order to preserve the economics of the financing transaction contemplated therein and, in particular, the Margin initially agreed between the Parties. Such negotiations shall be carried out by each Party in good faith and in consideration of the then prevailing market practice (without prejudice to the particularities, as the case may be, of the transaction).

45 Confidentiality

45.1 Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 45.2 (*Disclosure of Confidential Information*) and clause 45.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

45.2 Disclosure of Confidential Information

- (a) Any Finance Party may disclose to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional and other advisers, auditors, partners and Representatives and to any of their insurers, reinsurers, insurance brokers and their own officers, partners, employees, Affiliates, professional or other advisers or Representatives (irrespective of whether such party is located in the jurisdiction where a Finance Party is located) such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information.
- (b) Any Finance Party and any of that Finance Party's Affiliates may disclose to any person:
- (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent, and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents (including derivative market participants) and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (iii) appointed by any Finance Party or any of that Finance Party's Affiliates or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (c) of clause 32.20 (*Agent's relationship with the Lenders*));
 - (iv) appointed by any Finance Party or any of that Finance Party's Affiliates or by a person to whom paragraph (b)(ii) above applies to act as a verification agent in respect of any transaction referred to in paragraph (b)(ii) above;
 - (v) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraphs (b)(i) or (b)(ii) above or who is a derivative market participant;
 - (vi) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (vii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
 - (viii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to clause 31.8 (*Security over Lenders' rights*);
 - (ix) who is a Party; or
 - (x) with the consent of the Borrowers,

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (b)(i), (b)(ii), (b)(iii) and (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a confidentiality undertaking substantially in a recommended form of the Loan Market Association from time to time or in any other form agreed between the Borrowers and the relevant Finance Party (a **Confidentiality Undertaking**) except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
 - (B) in relation to paragraph (b)(v) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
 - (C) in relation to paragraphs (b)(vi), (b)(vii) and (b)(viii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
- (c) to any person appointed by that Finance Party or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrowers and the relevant Finance Party; and
 - (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

45.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
 - (i) names of Obligors;
 - (ii) country of domicile of Obligors;
 - (iii) place of incorporation of Obligors;
 - (iv) date of this Agreement;
 - (v) clause 46 (*Counterparts*);
 - (vi) the names of the Agent and the Arranger;

- (vii) date of each amendment and restatement of this Agreement;
- (viii) amount of Total Commitments;
- (ix) currency of the Facility;
- (x) type of Facility;
- (xi) ranking of Facility;
- (xii) the term of the Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs 45.3(a)(i) to 45.3(a)(xii) above; and
- (xiv) such other information agreed between such Finance Party and the Borrowers,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrowers represent that none of the information set out in clauses 45.3(a)(i) to 45.3(a)(xiii) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrowers and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

45.4 Entire agreement

This clause 45 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

45.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

45.6 Banking secrecy laws

Each Obligor hereby releases each Finance Party and each of its Affiliates and each of its or their officers, directors, employees, head office, professional advisers, auditors and representatives (together, the **Disclosing Party**) from any confidentiality obligations or confidentiality restrictions arising from Swiss law or other applicable banking secrecy and data protection legislation which would prevent a Disclosing Party from disclosing any Confidential Information in accordance with this clause 45 (*Confidentiality*).

45.7 Continuing obligations

The obligations in this clause 45 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

45.8 Confidentiality of Funding Rates

(a) Confidentiality and disclosure

- (i) The Agent and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (ii) and (iii) below.
- (ii) The Agent may disclose:
 - (A) any Funding Rate to the Borrowers pursuant to clause 9.4 (*Notification of rates of interest*); and
 - (B) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.
- (iii) The Agent may disclose any Funding Rate, and each Obligor may disclose any Funding Rate, to:
 - (A) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;
 - (B) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
 - (C) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(D) any person with the consent of the relevant Lender.

(b) Related obligations

- (i) The Agent and each Obligor acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate for any unlawful purpose.
- (ii) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender:
 - (A) of the circumstances of any disclosure made pursuant to clause 45.8(a)(iii)(B) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (B) upon becoming aware that any information has been disclosed in breach of this clause 45.8.

(c) No Event of Default

No Event of Default will occur under clause 30.6 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 45.8.

46 Counterparts

Each Finance Document 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 the Finance Document.

47 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party and each Obligor acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 12 - Governing Law and Enforcement

48 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

49 Enforcement

49.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

49.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Obligor who is a Party:

- (a) irrevocably appoints the person named in Schedule 1 (*The original parties*) as that Obligor's English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;
- (b) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and
- (c) if any person appointed as process agent for an Obligor is unable for any reason to act as agent for service of process, that Obligor must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Schedule 1
The original parties**

Borrowers

Name:	Fareastern Shipping Limited
Jurisdiction of incorporation	Malta
Registration number (or equivalent, if any)	C 52103
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	147/1 St. Lucia Street, Valletta, Malta
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Name:	Pegasus Shipholding S.A.
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	10748
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Name:	Lance Shipping S.A.
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	10149
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Name:	Seacrown Maritime Ltd.
Jurisdiction of incorporation	Marshall Islands

Registration number (or equivalent, if any)	10628
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Name:	Navajo Marine Limited
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	47650
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Name:	Solana Holding Ltd.
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	47644
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Parent

Name:	Dynagas LNG Partners LP
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	950060
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Guarantors

Parent	
Name:	Dynagas LNG Partners LP
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	950060
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Arctic LNG Guarantor	
Name:	Arctic LNG Carriers Ltd.
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	77480
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Dynagas Equity Guarantor	
Name:	Dynagas Equity Holding Limited
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	99338
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Dynagas Operating LP Guarantor	
Name:	Dynagas Operating LP
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	950059
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Dynagas Operating GP Guarantor	
Name:	Dynagas Operating GP LLC
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	962418
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Dynagas Finance Guarantor	
Name:	Dynagas Finance Inc.
Jurisdiction of incorporation	Marshall Islands
Registration number (or equivalent, if any)	70905
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

Dynagas Finance LLC Guarantor	
Name:	Dynagas Finance LLC
Jurisdiction of incorporation	Delaware, United States
English process agent	EC3 Services Limited, The St Botolph Building, 138 Houndsditch, EC3A 7AR London, United Kingdom
Registered office	2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, Country of New Castile, United States
Address for service of notices	97 Poseidonos Avenue & 2 Foivis Street, 16674 Glyfada, Athens, Greece F.A.O. Mr Michael Gregos Fax: +30 210 9680571

The Original Lenders

Name	Citibank, N.A., London Branch
Facility Office and contact details for notices	<p>Facility Office: Address: Citigroup Centre Canada Square London E14 5LB United Kingdom Fax: +44 203364 2230 Attention: Vassilios Maroulis</p> <p>For Credit Matters: Address: 6th floor Citigroup Centre Canada Square London E14 5LB United Kingdom Fax : + 44 20 7500 5877 Email : issuerpfla@citi.com Attention: PFLA Team</p> <p>with copy: Address: Citigroup Othonos 8 Athens, 10557 Greece Fax: + 44 20 3364 2230 / +30 210 329 2125 Email: vassilios.n.maroulis@citi.com/petros.patronis@citi.com Attention: Vassilios Maroulis / Petros Patronis</p> <p>For Operational Matters: Address: Loans Operations Department Citibank NA London Prosta 36 Warsaw 00-001 Poland Fax: +44 207 655 2380 Attention : Chen Zhoujie / Drozd Adam</p>
Commitment (\$)	100,000,000

Name	Credit Suisse AG
Facility Office and contact details for notices	<p>Facility Office/Operations/Administrations: Address: St. Alban – Graben 1-3, Basel 4051, Switzerland Tel: +41 61 266 78 54 / +41 61 266 76 95 / +41 61 266 77 19 / +41 61 266 78 57 Fax: +41 61 266 7939 E-mail: budislava.rakita@credit-suisse.com/ alessandra.cali@credit-suisse.com/ saranda.gashi@credit-suisse.com/ andrea.reis@credit-suisse.com Attention: Ship Finance Loans Administration (Budislava Rakita / Alessandra Cali / Saranda Gashi / Andrea Reis)</p> <p>For Credit Matters: Address: Uetlibergstrasse 231 (C1), 8045, Zürich, Switzerland Tel: +41 44 332 42 93 / +41 44 333 92 70 Fax: +41 61 266 7939 Email: marios.kallis@credit-suisse.com / catalina.ursu@credit-suisse.com Attention: Marios Kallis/Catalina Ursu</p>
Commitment (\$)	225,000,000
Name	KfW IPEX-BANK GmbH
Facility Office and contact details for notices	<p>Facility Office: Address: Palmengartenstrasse 5-9, 60325, Frankfurt Attention: Mr. Marc Schieting and Mr. Sven Peters</p> <p>For Credit Matters: Address: Palmengartenstrasse 5-9, 60325 Tel: +49 69 7431 6481 / 4630 Fax: +49 69 7431 3768 Email: marc.schieting@kfw.de and sven.peters@kfw.de Attention: Mr. Marc Schieting and Mr. Sven Peters</p> <p>Operations/Administrations: Address: Palmengartenstrasse 5-9, 60325 Frankfurt Tel: +49 69 7431 1060 Fax: Email: kim.fritzel@kfw.de Attention: Ms. Kim Fritzel</p>
Commitment (\$)	125,000,000
Name	E. Sun Commercial Bank, Ltd. (incorporated in Taiwan, with limited liability), Hong Kong Branch
Facility Office and contact details for notices	<p>Facility Office: Address: 28th Floor, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon, Hong Kong Attention: K.T. Lin / Elaine Chen / K.P. Chao / Dorothy Tang / Gloria Si / Alison Yip / Jill Lee / Jess Tseng / Loan9018</p>

	<p>For Credit Matters: Address: 28th Floor, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon, Hong Kong Tel: +852-3405 6159 / +852-3405 6158 / +852-3405 6163 / +852-3405 6162 Fax: +852-2511 8788 Email: kaiting-09139@email.esunbank.com.tw elaine-80252@email.esunbank.com.tw kpchao-13719@email.esunbank.com.tw dorothy-80688@email.esunbank.com.tw loan9018@email.esunbank.com.tw Attention: K.T. Lin / Elaine Chen / K.P. Chao / Dorothy Tang</p> <p>Operations/Administrations: Address: 28th Floor, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon, Hong Kong Tel: +852-3405 6363 / +852-3405 6358 / +852-3405 6364 / +852-3405 6330 Fax: +852-2511 8788 Email: gloria-80304@email.esunbank.com.tw Alison-80783@email.esunbank.com.tw jillee-00475@email.esunbank.com.tw jesstseng-10454@email.esunbank.com.tw loan9018@email.esunbank.com.tw Attention: Gloria Si / Alison Yip / Jill Lee / Jess Tseng</p>
Commitment (\$)	25,000,000
Name	Alpha Bank A.E.
Facility Office and contact details for notices	<p>Facility Office: ALPHA BANK A.E. Address: ALPHA BANK A.E. , SHIPPING DIVISION, 93 AKTI MIAOULI, 185 38 PIRAEUS GREECE Attention: Konstantinos Sotiriou (Manager), Aikaterini Damianidou (Assistant Manager), Argyropoulou Efthalia (Assistant Manager), Chrysanthi Papathanasopoulou (Officer)</p> <p>For Credit Matters: Address: ALPHA BANK A.E., SHIPPING DIVISION, 93 AKTI MIAOULI, 185 38 PIRAEUS GREECE Tel: +30 210 4290116 Fax : +30 210 4290677 Email : Konstantinos.sotiriou@alpha.gr aikaterini.damianidou@alpha.gr chrysanthi.papathanasopoulou@alpha.gr Attention : Konstantinos Sotiriou (Manager), Aikaterini Damianidou (Assistant Manager), Chrysanthi Papathanasopoulou (Officer)</p> <p>Operations/Administrations: Address: ALPHA BANK A.E. WHOLESALE BANKING LENDING DIVISION, SHIPPING LOANS ADMINISTRATION</p>

	<p>1 KORAI STREET, 102 52 ATHENS GREECE</p> <p>Tel: +210 3268151 Fax : +210 3268002 Email : efthalia.argiropoulou@alpha.gr, theodoros.skiadopoulos@alpha.gr , eleni.motaki@alpha.gr , christos.nteves@alpha.gr</p> <p>Attention : Elia Argyropoulou (Assistant Manager), Theodoros Skiadopoulos (Senior Officer), Eleni Motaki (Officer) & Christos Nteves (Officer).</p>
Commitment (\$)	80,000,000
Name	Deutsche Bank AG (formerly acting through its branch Deutsche Bank AG Filiale Deutschlandgeschäft)
Facility Office and contact details for notices	<p>Lending Office: Deutsche Bank AG (formerly acting through its branch Deutsche Bank AG Filiale Deutschlandgeschäft), Adolphsplatz 7, 20457 Hamburg, Germany</p> <p>Trade Closing / Funding & Settlement matters: Loan Administration Shipping Address: Otto-Suhr-Allee 6-16, 10585 Berlin, Germany Tel: +49 30 310 55035 Fax: +49 69 910 10117 Group email address: loan.admin-shipping-hh@db.com</p> <p>Credit matters: Joerg Zickermann Address: Adolphsplatz 7, 20457 Hamburg, Germany Tel: 0049 40 3701 3281 Email address: Joerg.zickermann@db.com</p> <p>Antonios Alexandropoulos Address: 1 Great Winchester Street, EC2N 2DB London, United Kingdom Tel: 0044 207 5413 299 Email address: antonios.alexandropoulos@db.com</p>
Commitment (\$)	75,000,000

The Agent

Name	Citibank Europe Plc, UK Branch
Office and contact details for notices	<p>Address: Citigroup Centre 33 Canada Square London E14 5LB U.K.</p> <p>Attention: Amelia Papadopoulos Email address: amelia.papadopoulos@citi.com Telephone: (+44 (0)20 7500 4244</p>

The Security Agent

Name	Citibank, N.A., London Branch
Office and contact details for notices	Address: 6 th Floor CGC1, Citigroup Centre, Canada Square, London E14 5LB, United Kingdom Fax: +44 20 7500 5877 Email: issuerpfla@citi.com Attention: PFLA Team

The Arranger

Name	Citibank, N.A., London Branch as mandated lead arranger
Name	Credit Suisse AG as mandated lead arranger
Name	KfW IPEX-BANK GmbH as mandated lead arranger
Name	Deutsche Bank AG (formerly acting through its branch Deutsche Bank AG Filiale Deutschlandgeschäft) as mandated lead arranger
Name	Alpha Bank A.E. as mandated lead arranger
Name	Amsterdam Trade Bank N.V. as lead arranger
Name	E. Sun Commercial Bank, Ltd. (incorporated in Taiwan, with limited liability), Hong Kong Branch as arranger

**Schedule 2
Ship information**

Ship A

Owner	Fareastern Shipping Limited
Name	<i>Arctic Aurora</i>
IMO Number	9645970
Year of build	2013
Charter	Time charterparty dated 13 June 2013 followed in direct continuation by a new time charterparty dated 20 December 2017 made between Fareastern Shipping Limited and Equinor ASA (formerly known as Statoil ASA) as amended and supplemented from time to time
Charterer	Equinor ASA (formerly known as Statoil ASA)
Flag State	Malta
Classification	<p>✕100A1, Liquefied Gas Tanker, Ship Type 2G, Methane (LNG) in Membrane Tanks, Maximum Vapour Pressure 0.25 barg, Minimum Temperature Minus 163 deg C, ShipRight(SDA, FDA Plus (40, NA) FDA ICE, CM, ACS(B)), *IWS, LI, ECO(IHM)</p> <p>Winterisation H(-30), D(-30), Ice Class 1A FS, Max/min draughts: Forward: 12,9/8.9m, Midship: 12.9/9.1m, Aft: 13.2/8.9m, Power required 18,751kw, Power installed 24,900kw.</p> <p>✕LMC, UMS, ICC, NAV1, IBS</p> <p>Descriptive Note: Part Higher Tensile Steel, ShipRight(BWMP(S), MPMS, SERS, SCM)</p>
Classification Society	Lloyd's Register of Shipping
Major Casualty Amount	\$2,000,000

Ship B

Owner	Pegasus Shipholding S.A.
Name	<i>Clean Energy</i>
IMO Number	9323687
Year of build	2007
Charter	Time charterparty dated 31 October 2016 made between Pegasus Shipholding S.A. and Gazprom Marketing and Trading Singapore Pte. Ltd. as amended and supplemented from time to time
Charterer	Gazprom Marketing and Trading Singapore Pte. Ltd.
Charter Guarantee	Guarantee dated 31 October 2016 issued by Gazprom Marketing and Trading Ltd in favour of Pegasus Shipholding S.A.
Charter Guarantor	Gazprom Marketing and Trading Ltd
Flag State	Marshall Islands

Classification	<p>✕100A1, Liquefied Gas Tanker, Ship Type 2G, Methane (LNG) in Membrane tanks, Maximum Vapour Pressure 0.25 bar, Minimum Temperature minus 163° C, ShipRight (SDA), *IWS, LI, EP.</p> <p>✕LMC, UMS, ICC, NAV1, IBS</p> <p>Descriptive Notes: ShipRight (FDA Plus, CM, BWMP(S), SCM, TCM, MPMS, SERS, SEA (Hss-4, L, VDR-4)). Part Higher Tensile Steel.</p>
Classification Society	Lloyd's Register
Major Casualty Amount	\$2,000,000

Ship C

Owner	Lance Shipping S.A.
Name	<i>OB River</i>
IMO Number	9315692
Year of build	2007
Charter	Time charterparty dated 24 March 2016 and made between Lance Shipping S.A. and Gazprom Marketing and Trading Singapore Pte. Ltd. as amended and supplemented from time to time.
Charterer	Gazprom Marketing and Trading Singapore Pte. Ltd.
Flag State	Marshall Islands
Classification	<p>✕100A1, Liquefied Gas Tanker, Ship Type 2G, Methane (LNG) in Membrane Tanks, Maximum Vapour Pressure 0.25 barg, Minimum Temperature Minus 163 degC, ShipRight(SDA, *IWS, LI, EP</p> <p>Ice Class 1A FS at a draught of 12.942 metres Forward: 12.942/8.952m Aft: 12.942/8.952m Power required 19,623kW, Power installed 24,938kW</p> <p>LMC, UMS, ICC, NAV1, IBS</p> <p>Descriptive Note: Part Higher Tensile Steel, ShipRight(FDA plus, CM, BWMP(S), SEA(H-ss-4, L, VDR), SERS, MPMS, SCM, TCM)</p>
Classification Society	Lloyd's Register
Major Casualty Amount	\$2,000,000

Ship D

Owner	Seacrown Maritime Ltd.
Name	<i>Amur River</i>
IMO Number	9317999
Year of build	2008
Charter	Time charterparty dated 17 April 2014 and made between Seacrown Maritime Ltd. and Gazprom Marketing and Trading Singapore Pte. Ltd. as amended and supplemented from time to time.

Charterer	Gazprom Marketing and Trading Singapore Pte. Ltd.
Flag State	Marshall Islands
Classification	<p>✕100A1, Liquefied Gas Tanker, Ship Type 2G, Methane (LNG) in Membrane Tanks, Maximum Vapour Pressure 0.25 bar G, Minimum Temperature Minus 163° C, ShipRight(SDA), *IWS, LI, EP</p> <p>Ice Class 1A FS at a draught of 12.942 metres Forward: 12.942/8.952m Aft: 12.942/8.952m Power required 19,623kW, Power installed 28,684kW</p> <p>UMS, ICC, NAV1, IBS</p> <p>With Descriptive Notes: ShipRight(FDA plus, CM, BWMP(S), SCM, TCM), MPMS, SERS, SEA (HSS-4, L, VDR), Part Higher Tensile Steel.</p>
Classification Society	Lloyd's Register
Major Casualty Amount	\$2,000,000

Ship E

Owner	Navajo Marine Limited
Name	<i>Yenisei river</i>
IMO Number	9629586
Year of build	2013
Charter	Time charterparty dated 14 January 2016 made between Navajo Marine Limited and Yamal Trade Pte. Ltd. as amended and supplemented from time to time.
Charter Guarantee	Guarantee dated 14 January 2016 issued by Joint-Stock Company Yamal LNG in favour of Navajo Marine Limited
Charter Guarantor	Joint-Stock Company Yamal LNG
Charterer	Yamal Trade Pte. Ltd.
Flag State	Marshall Islands
Classification	<p>✕100A1, Liquefied Gas Tanker, Ship Type 2G, Methane (LNG) in Membrane Tanks, Maximum Vapour Pressure 0.25 barg, Minimum Temperature Minus 163 deg C, ShipRight(SDA, FDA Plus (40, NA), FDA ICE, CM, ACS(B)), *IWS, LI, ECO(IHM)</p> <p>Winterisation H(-30), D(-30), Ice Class 1A FS, Max/min draughts: Forward: 12.9/8.9m, Midship: 12.9/9.1m, Aft: 13.2/8.9m, Power required 18,751kw, Power installed 24,900kw.</p> <p>✕LMC, UMS, ICC, NAV1, IBS</p> <p>Descriptive Note: Part Higher Tensile Steel, ShipRight(BWMP(S), MPMS, SERS, SCM)</p>
Classification Society	Lloyd's Register
Major Casualty Amount	\$2,000,000

Ship F

Owner	Solana Holding Ltd.
Name	<i>Lena River</i>
IMO Number	9629598
Year of build	2013
Charter	Time charterparty dated 14 January 2016 made between Solana Holding Ltd. and Yamal Trade Pte. Ltd. as amended and supplemented from time to time
Charterer	Yamal Trade Pte. Ltd.
Charter Guarantee	Guarantee dated 14 January 2016 issued by Joint-Stock Company Yamal LNG in favour of Navajo Marine Limited
Charter Guarantor	Joint-Stock Company Yamal LNG
Flag State	Marshall Islands
Classification	<p> <input checked="" type="checkbox"/> HULL <input checked="" type="checkbox"/> MACH Liquefied gas carrier/LNG Unrestricted navigation ICE CLASS 1A </p> <p> CPS(WBT), <input checked="" type="checkbox"/> VeriSTAR-HULL DFL 40 years, <input checked="" type="checkbox"/> AUT-UMS, <input checked="" type="checkbox"/> AUT-IMS <input checked="" type="checkbox"/> SYS-NEQ-1, <input checked="" type="checkbox"/> SYS-IBS, MON-SHAFT, CLEANSHIP (C) GREEN PASSPORT, BWE, ERS-S, Fatigue PLUS spectral (worldwide navigation with 10% North Atlantic) DF, INWATERSURVEY </p>
Classification Society	Bureau Veritas
Major Casualty Amount	\$2,000,000

Schedule 3
Conditions precedent

Part 1

Conditions precedent to any Utilisation

1 Original Obligors' corporate documents

- (a) A copy of the Constitutional Documents and, if applicable, a certificate of good standing of each Original Obligor.
- (b) A copy of a resolution of the board of directors or board of managers of each Original Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents (**Relevant Documents**) to which it is a party (its **Relevant Documents**) and resolving that it execute, deliver and perform the Relevant Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute its Relevant Documents on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and any Selection Notice) to be signed and/or despatched by it under or in connection with its Relevant Documents.
- (c) If applicable, a copy of a resolution of the board of directors or board of managers of the relevant entity, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.
- (d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to its Relevant Documents and any related documents.
- (e) A copy of a resolution signed by all the holders of the issued shares or partnership interest or units or limited liability company interest in each Original Obligor, approving the terms of, and the transactions contemplated by, its Relevant Documents.
- (f) A copy of a resolution of the board of directors of each corporate shareholder of each Original Obligor approving the terms of the resolution referred to in paragraph (e) above.
- (g) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Original Obligor to be exceeded.
- (h) A copy of any power of attorney under which any person is appointed by any Original Obligor to execute any of its Relevant Documents on its behalf.
- (i) A certificate of an authorised signatory of each relevant Original Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 Legal opinions

The following legal opinions, each addressed to the Arranger, the Agent, the Security Agent and the Original Lenders (and in a form and substance reasonably satisfactory to them) and capable of being relied upon by any persons who become Lenders pursuant to the primary syndication of the Facility:

- (a) A legal opinion of Norton Rose Fulbright on matters of English law, substantially in the form distributed to the Original Lenders and approved by the Agent, the Security Agent and the Original Lenders prior to signing this Agreement.
- (b) A legal opinion of the legal advisers to the Arranger, the Security Agent and the Agent in each jurisdiction (other than England and Wales) in which an Obligor is formed or (as the case may be) incorporated and/or which is or is to be the Flag State of a Mortgaged Ship, or in which an Account opened at the relevant time is established substantially in the form distributed to the Original Lenders and approved by the Agent, the Security Agent and the Original Lenders prior to signing this Agreement.

3 Other documents and evidence

- (a) Evidence that any process agent referred to in clause 49.2 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the Utilisation Date, if not an Original Obligor, has accepted its appointment.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (c) The Original Financial Statements.
- (d) The Fee Letters duly executed and evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 12 (*Fees*) and clause 17 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.

4 Bank Accounts

Evidence that any Account required to be established under clause 28 (*Bank accounts*) has been opened and established with the Account Bank.

5 Charter Documents

The Charter and any related Charter Document for each Ship duly executed, on such terms (including as to the identity of the relevant Charterer, the charter rate and the relevant tenor) and otherwise in form and substance satisfactory to the Majority Lenders in their absolute discretion.

6 "Know your customer" information

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

Part 2
Ship and security conditions precedent

1 Corporate documents

- (a) A certificate of an authorised signatory of the relevant Owner certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.
- (b) A certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed at or before the Utilisation certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Security

- (a) The Mortgage and the Deed of Covenant or (as applicable) the General Assignment in respect of each Ship duly executed by the relevant Owner.
- (b) A Manager's Undertaking in respect of each Ship duly executed by each Manager of each Ship.
- (c) A Management Agreement Assignment in respect of each Management Agreement of each Ship.
- (d) The Charter Assignment in respect of each Ship duly executed by the relevant Owner.
- (e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.
- (f) Any Account Security in respect of each such Account has been executed and delivered by the relevant Account Holder(s) in favour of the Security Agent and/or any of the other Finance Parties and that any notice required to be given to an Account Bank under that Account Security has been given to it and acknowledged by it in the manner required by that Account Security and that an amount has been credited to it

3 Delivery and registration of Ship

Evidence that each Ship:

- (a) is legally and beneficially owned by the relevant Owner and registered in the name of the relevant Owner free from any Security Interests (other than Security Interests created under the Finance Documents) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;
- (b) is classed with the relevant Classification free of all requirements and recommendations of the relevant Classification Society;
- (c) is insured in the manner required by the Finance Documents;
- (d) has been delivered, and accepted for service, under its Charter (which, for the avoidance of doubt, in the case of Ship E and Ship F, shall mean "Delivery" of the relevant Ship as defined in clause 1.1 of the relevant Charter and has taken place in accordance with clause 8 of the relevant Charter); and

- (e) is free of any charter commitment (except for its Charter) which would require approval under the Finance Documents.

4 Mortgage registration

Evidence that the Mortgage in respect of each of the Ships has been registered with first priority and/or preferred status against each of the Ships through the relevant Registry under the laws and flag of the relevant Flag State.

5 Legal opinions

The following further legal opinions, each addressed to the Arranger, the Agent, the Security Agent and the Original Lenders (and in a form and substance reasonably satisfactory to the Lenders) and capable of being relied upon by any persons who become Lenders pursuant to the primary syndication of the Facility:

- (a) A legal opinion of Norton Rose Fulbright on matters of English law, substantially in the form distributed to the Original Lenders and approved by the Agent, the Security Agent and the Original Lenders prior to signing this Agreement in relation to Security Documents.
- (b) A legal opinion of the legal advisers to the Arranger, the Security Agent and the Agent in each jurisdiction (other than England and Wales) in which an Obligor is formed or (as the case may be) incorporated and/or which is or is to be the Flag State of a Mortgaged Ship, or in which an Account opened at the relevant time is established, substantially in the form distributed to the Original Lenders and approved by the Agent, the Security Agent and the Original Lenders prior to signing this Agreement.

6 Insurance

In relation to each of the Ships Insurances:

- (a) an opinion from insurance consultants appointed by the Agent on such Insurances;
- (b) evidence that such Insurances have been placed in accordance with clause 25 (*Insurance*); and
- (c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

7 ISM and ISPS Code

Copies of:

- (a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each of the Ships for the purposes of that code;
- (b) the safety management certificate in respect of each of the Ships issued in accordance with the ISM Code;
- (c) the international ship security certificate in respect of each of the Ships issued under the ISPS Code; and
- (d) if so requested by the Agent, any other certificates issued under any applicable code required to be observed by each of the Ships or in relation to its operation under any applicable law.

8 Value of security

Two (2) or (as the case may be) three (3) valuations (dated not more than (30) days before the Utilisation Date) of each Ship, each obtained and made in accordance with clause 26 (*Minimum security value*) at the cost of the Borrowers and delivered to the Agent not later than 10 days before the proposed Utilisation Date.

9 Existing Indebtedness

- (a) Evidence in all respects satisfactory to the Agent that the Existing Secured Indebtedness has been or, will be immediately following the Utilisation and with the proceeds of the same, repaid in full together with interest thereon and any other amounts in relation to it owing by the Borrowers or any other Obligors, and all Obligors have been released from all their obligations thereunder; and
- (b) evidence that all Security Interests created in respect of the Existing Secured Indebtedness by the relevant Owner or any other Obligor, whether over or in relation to the Ships or any other Charged Property or otherwise relevant to such Existing Secured Indebtedness, have been discharged.

10 Cash Collateral Account

Evidence that:

- (a) an amount equal to \$50,000,000, being the Minimum Liquidity Amount, is standing to the credit of the Cash Collateral Account in accordance with paragraph (b) of clause 28.3 (*Cash Collateral Account*);
- (b) an additional amount of Forty five million four hundred thousand dollars (\$45,400,000) (comprising part of the Blocked Amount) has been deposited in the Cash Collateral Account in accordance with paragraph (c) of clause 28.3 (*Cash Collateral Account*); and
- (c) an additional amount of Two hundred and four million six hundred thousand dollars (\$204,600,000) (comprising the remaining part of the Blocked Amount) has been or will on the Utilisation Date be deposited in the Cash Collateral Account (whether from the proceeds of the Loan in accordance with paragraph (c) of clause 28.3 (*Cash Collateral Account*) or otherwise).

The conditions referred to in paragraphs (b) and (c) above will not be required, if at the proposed Utilisation Date the Agent has instead received evidence in all respects satisfactory to it that the Existing Unsecured Indebtedness has been or, will be immediately following the Utilisation and with the proceeds of the same, repaid in full together with interest thereon and any other amounts in relation to it owing by the Borrowers or any other Obligors and all Obligors have been released from all their obligations thereunder and any relevant Security Interests have been fully discharged.

11 Survey report

If required by the Majority Lenders, a survey report from approved surveyors obtained not more than 10 days before the Utilisation Date evidencing that each of the Ships is seaworthy and capable of safe operation.

12 Fees and expenses

Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 12 (*Fees*) and clause 17 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.

13 Management Agreement

Where a Manager of a Ship has been approved in accordance with clause 23.4 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of the relevant Management Agreement.

14 Process agent

Evidence that any process agent of any Obligor referred to in any provision of any Finance Document to be entered into under this Part 2, if not an Obligor, has accepted its appointment.

**Schedule 4
Utilisation Request**

From: **Fareastern Shipping Limited
Pegasus Shipholding S.A.
Lance Shipping S.A.
Seacrown Maritime Ltd.
Navajo Marine Limited
and
Solana Holding Ltd**

To: **Citibank Europe Plc, UK Branch** as Agent

Dated: [●]

Dear Sirs

\$675,000,000 Facility Agreement dated 18 September 2019 as amended, supplemented and/or restated by a first supplemental agreement dated 11 October 2022 and a second supplemental dated [●] 2023 (the Facility Agreement)

- 1 We refer to the Facility Agreement. This is a Utilisation Request. Terms defined in the Facility Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2 We wish to borrow the Loan on the following terms:

Proposed Utilisation Date:[●] (or, if that is not a Business Day, the next Business Day)

Amount: \$[●]
- 3 We confirm that each condition specified in clause 4.4 (*Further conditions precedent*) of the Facility Agreement is satisfied on the date of this Utilisation Request.
- 4 The purpose of the Loan is [**specify purpose complying with clause 3 of the Facility Agreement**] and its proceeds should be credited to [●].
- 5 We confirm that we will use the proceeds of the Loan for our benefit and under our full responsibility and exclusively for the purposes specified in the Facility Agreement.
- 6 We request that the first Interest Period for the Loan be 3 Months.
- 7 This Utilisation Request is irrevocable.

Yours faithfully

.....
authorised signatory for
**FAREASTERN SHIPPING LIMITED
PEGASUS SHIPHOLDING S.A.
LANCE SHIPPING S.A.
SEACROWN MARITIME LTD.
NAVAJO MARINE LIMITED
and
SOLANA HOLDING LTD.**

**Schedule 5
Selection Notice**

From: **Fareastern Shipping Limited
Pegasus Shipholding S.A.
Lance Shipping S.A.
Seacrown Maritime Ltd.
Navajo Marine Limited
and
Solana Holding Ltd
as Borrowers**

To: **Citibank Europe Plc, UK Branch as Agent**

Dated: [●]

Dear Sirs

\$675,000,000 Facility Agreement dated 18 September 2019 as amended, supplemented and/or restated by a first supplemental agreement dated 11 October 2022 and a second supplemental dated [●] 2023 (the Facility Agreement)

- 1 We refer to the Facility Agreement. This is a Selection Notice. Terms defined in the Facility Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
- 2 We request that the next Interest Period for the Loan be [●] Months.
- 3 This Selection Notice is irrevocable.

Yours faithfully

.....
authorised signatory for
FAREASTERN SHIPPING LIMITED

.....
authorised signatory for
PEGASUS SHIPHOLDING S.A.

.....
authorised signatory for
LANCE SHIPPING S.A.

.....
authorised signatory for
SEACROWN MARITIME LTD.

.....
authorised signatory for
NAVAJO MARINE LIMITED

.....
authorised signatory for
SOLANA HOLDING LTD.

Schedule 6
Form of Transfer Certificate

To: **Citibank Europe Plc, UK Branch** as Agent

From: **[The Existing Lender]** (the **Existing Lender**) and **[The New Lender]** (the **New Lender**)

Dated:

\$675,000,000 Facility Agreement dated 18 September 2019 as amended, supplemented and/or restated by a first supplemental agreement dated 11 October 2022 and a second supplemental dated [●] 2023 (the Facility Agreement)

- 1 We refer to the Facility Agreement. This agreement (the **Agreement**) shall take effect as a Transfer Certificate for the purposes of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to clause 31.6 (*Procedure for assignment*) of the Facility Agreement:
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facility Agreement and the other Finance Documents which correspond to that portion of the Existing Lender's Commitment and participation in the Loan under the Facility Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from the obligations owed by it which correspond to that portion of the Existing Lender's Commitment and participation in the Loan under the Facility Agreement specified in the Schedule (but the obligations owed by the Obligors under the Finance Documents shall not be released).
 - (c) On the Transfer Date the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
 - (d) The proposed Transfer Date is [●].
 - (e) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 40.2 (*Addresses*) of the Facility Agreement are set out in the Schedule.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clause 31.5 (*Limitation of responsibility of Existing Lenders*) of the Facility Agreement.
- 4 The New Lender confirms that it [is]/ [is not] a Parent Affiliate.
- 5 This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with clause 31.7 (*Copy of Transfer Certificate to Borrowers*), to the Borrowers (on behalf of each Obligor) of the assignment referred to in this Agreement.
- 6 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 This Agreement and any non-contractual obligations connected with it are governed by English law.
- 8 This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule

Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This Agreement is accepted by the Agent as a Transfer Certificate for the purposes of the Facility Agreement and the Transfer Date is confirmed as [●].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

**Schedule 7
Form of Compliance Certificate**

To: **Citibank Europe Plc, UK Branch** as Agent

From: Dynagas LNG Partners LP as Parent

Dated: [●]

Dear Sirs

\$675,000,000 Facility Agreement dated 18 September 2019 as amended, supplemented and/or restated by a first supplemental agreement dated 11 October 2022 and a second supplemental dated [●] 2023 (the Facility Agreement)

- 1 I/We refer to the Facility Agreement. This is a Compliance Certificate. Terms defined in the Facility Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
- 2 I/We confirm that as at the end of the Measurement Period ended on [30 June] [31 December] [●]:
 - (a) **Cash and Cash Equivalents:** the Group's Cash and Cash Equivalents are \$[●], calculated as shown in Appendix A and compared against a minimum required amount of \$[●] **[to include also a calculation of Total Liabilities]**.
 - (b) **Consolidated leverage ratio:** the ratio of Total Liabilities to the Market Value Adjusted Total Assets was [●]:1, calculated as shown in Appendix B and compared against a maximum required ratio of 0.7:1.0.
- 3 We confirm that the Security Value is \$[●] calculated as shown in Appendix C, compared against a Minimum Value of \$[●].
- 4 The Permitted Holders own (legally and/or beneficially, [indirectly through the Sponsor]) [●]% of the aggregate partnership interest or units in the Parent versus a required minimum holding of 30% of the aggregate partnership interest or units in the Parent.
- 5 [I/We confirm that no Default is continuing.] **[If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]**

Signed by:

.....
Chief Financial Officer
DYNAGAS LNG PARTNERS LP

.....
Director
DYNAGAS LNG PARTNERS LP

Schedule 8
Forms of Notifiable Debt Purchase Transaction Notice

Part 1

Form of Notice on Entering into Notifiable Debt Purchase Transaction

To: **Citibank Europe Plc, UK Branch** as Agent

From: [The Lender]

Dated:

\$675,000,000 Facility Agreement dated 18 September 2019 as amended, supplemented and/or restated by a first supplemental agreement dated 11 October 2022 and a second supplemental dated [●] 2023 (the Facility Agreement)

- 1 We refer to clause 44.9 (*Disenfranchisement of Parent Affiliates*) of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 We have entered into a Notifiable Debt Purchase Transaction.
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment

Amount of our Commitment to which Notifiable Debt Purchase Transaction relates

[●]

[insert amount (of Commitment) to which the relevant Debt Purchase Transaction applies]

[Lender]

By:

Part 2

**Form of Notice on Termination of Notifiable Debt Purchase Transaction / Notifiable Debt Purchase Transaction
ceasing to be with Parent Affiliate**

To: **Citibank Europe Plc, UK Branch** as Agent

From: [The Lender]

Dated:

\$675,000,000 Facility Agreement dated [●] 2019 (the Facility Agreement)

- 1 We refer to clause 44.9 (*Disenfranchisement of Parent Affiliates*) of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [●] has [terminated]/[ceased to be with a Parent Affiliate].
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment

**Amount of our Commitment to which Notifiable Debt Purchase
Transaction relates (Base Currency)**

[●]

*[insert amount (of Commitment) to which the relevant Debt Purchase
Transaction applies]*

[Lender]

By:

Schedule 9

Reference Rate Terms

Cost of funds as a fallback: Cost of funds will not apply as fallback

1 Definitions

Additional Business Day means a RFR Banking Day.

Break Costs: none specified.

Central Bank Rate means:

- (a) the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or
- (b) if that target is not a single figure, the arithmetic mean of:
 - (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and
 - (ii) the lower bound of that target range.

Central Bank Rate Adjustment means, in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent. trimmed arithmetic mean (calculated by the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread means, in relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent between:

- (a) the Central Bank Rate prevailing at close of business on that RFR Banking Day; and
- (b) the relevant Daily Rate.

Credit Adjustment Spread means:

Overnight:	0.644 bps
1 week or less but greater than 1 day:	3.839 bps
1 month or less but greater than 1 week:	11.448 bps
2 months or less but greater than 1 month:	18.456 bps
3 months or less but greater than 2 months:	26.161 bps
6 months or less but greater than 3 months:	42.826 bps

Daily Rate means, in relation to any RFR Banking Day:

- (a) the RFR for that RFR Banking Day; or
- (b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:
 - (i) the Central Bank Rate for that RFR Banking Day; and

- (ii) the applicable Central Bank Rate Adjustment; or
- (c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:
 - (i) the most recent Central Bank Rate; and
 - (ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to four decimal places and if, in either case, the aggregate of that rate and the applicable Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

Lookback Period means five RFR Banking Days.

Market Disruption Rate means, in relation to the Loan, the percentage rate per annum which is the aggregate of:

- (a) the Cumulative Compounded RFR Rate for the Interest Period of the Loan; and
- (b) the applicable Credit Adjustment Spread.

Relevant Market means the market for overnight cash borrowing collateralised by US Government securities.

Reporting Day means the Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.

RFR means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

RFR Banking Day means any day other than:

- (a) a Saturday or Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

RFR Contingency Period means thirty (30) days.

2 Business Day Conventions

- (a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:
 - (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
 - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

- (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.
- (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

3 Interest Period options and default selections

- (a) The length of an Interest Period for the Loan (or any relevant part of it) which will apply under clause 10.1(c) if the Borrowers fail to deliver a Selection Notice to the Agent in accordance with that clause, will, subject to clause 10.2 (*Interest Periods overrunning Repayment Dates*), be one (1) month.
- (b) The periods capable of selection as Interest Periods referred to in clause 10.1(d) are one (1) month.

4 Reporting Times

The following are the Reporting Times:

- (a) the deadline for Lenders to report market disruption in accordance with clause 11.1 (*Market disruption*) in respect of the Loan (or any relevant part of it) is close of business in London on the Reporting Day for the Loan (or the relevant part of it); and
- (b) the deadline for Lenders to report their cost of funds in accordance with clause 11.2 (*Cost of funds*) in respect of the Loan (or any relevant part of it) is close of business on the date falling one Business Day after the Reporting Day for the Loan (or the relevant part of it) (or, if earlier, on the date falling three Business Days before the date on which interest is due to be paid in respect of the relevant Interest Period).

Schedule 10
Daily Non-Cumulative Compounded RFR Rate

The **Daily Non-Cumulative Compounded RFR Rate** for any RFR Banking Day "i" during an Interest Period is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

- where:

UCCDR_i means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "i";

UCCDR_{i-1} means, in relation to that RFR Banking Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

dcc means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

n_i means the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day; and

the **Unannualised Cumulative Compounded Daily Rate** for any RFR Banking Day (the **Cumulated RFR Banking Day**) during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

- where:

ACCDR means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

tn_i means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

Cumulation Period means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

dcc has the meaning given to that term above; and

the **Annualised Cumulative Compounded Daily Rate** for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to the same number of decimal places as specified for the Daily Rate) calculated as set out below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{dcc} \right) - 1 \right] \times \frac{dcc}{tn_i}$$

- where:

d_0 means the number of RFR Banking Days in the Cumulation Period;

Cumulation Period has the meaning given to that term above;

i means a series of whole numbers from one to d_0 , each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

DailyRate _{i -LP} means, for any RFR Banking Day " i " in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day " i ";

n_i means, for any RFR Banking Day " i " in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day " i " up to, but excluding, the following RFR Banking Day;

dcc has the meaning given to that term above; and

tn _{i} has the meaning given to that term above.

Schedule 11 Cumulative Compounded RFR Rate

The "**Cumulative Compounded RFR Rate**" for any Interest Period is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "**Annualised Cumulative Compounded Daily Rate**" in Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*)) calculated as set out below:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{d}$$

- where:

d_0 means the number of RFR Banking Days during the Interest Period;

i means a series of whole numbers from one to d_0 , each representing the relevant RFR Banking Day in chronological order during the Interest Period;

DailyRate_{i-LP} means for any RFR Banking Day " i " during the Interest Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day " i ";

n_i means, for any RFR Banking Day " i ", the number of calendar days from, and including, that RFR Banking Day " i " up to, but excluding, the following RFR Banking Day;

dcc means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

d means the number of calendar days during that Interest Period.

SIGNATURES

THE BORROWERS

FAREASTERN SHIPPING LIMITED) /s/ Ioannis Makris.
By: IOANNIS MAKRIS)

PEGASUS SHIPHOLDING S.A.) /s/ Ioannis Makris
By: IOANNIS MAKRIS)

LANCE SHIPPING S.A.) /s/ Ioannis Makris
By: IOANNIS MAKRIS)

SEACROWN MARITIME LTD.) /s/ Ioannis Makris
By: IOANNIS MAKRIS)

NAVAJO MARINE LIMITED) /s/ Ioannis Makris
By: IOANNIS MAKRIS)

SOLANA HOLDING LTD.) /s/ Ioannis Makris
By: IOANNIS MAKRIS)

THE PARENT

EXECUTED as a **DEED**)
by IOANNIS MAKRIS)
for and on behalf of) /s/ Ioannis Makris
DYNAGAS LNG PARTNERS LP) Attorney-in-fact
as Parent)
in the presence of:)

/s/ Angelos Chardouvelis
Witness
Name: ANGELOS CHARDOUVELIS
Address: 2 Foivis Street, 166 74 Glyfada, Greece
Occupation: Private Employee

THE GUARANTORS

EXECUTED as a DEED

by IOANNIS MAKRIS

for and on behalf of

DYNAGAS LNG PARTNERS LP

as Guarantor

in the presence of:

)
)
) /s/ Ioannis Makris
) Attorney-in-fact
)
)

/s/ Angelos Chardouvelis

Witness

Name: ANGELOS CHARDOUVELIS

Address: 2 Foivis Street, 166 74 Glyfada, Greece

Occupation: Private Employee

EXECUTED as a DEED

By IOANNIS MAKRIS

for and on behalf of

ARCTIC LNG CARRIERS LTD.

as Guarantor

in the presence of:

)
)
) /s/ Ioannis Makris
) Attorney-in-fact
)
)

/s/ Angelos Chardouvelis

Witness

Name: ANGELOS CHARDOUVELIS

Address: 2 Foivis Street, 166 74 Glyfada, Greece

Occupation: Private Employee

EXECUTED as a DEED

By IOANNIS MAKRIS

for and on behalf of

DYNAGAS EQUITY HOLDING LIMITED.

as Guarantor

in the presence of:

)
)
) /s/ Ioannis Makris
) Attorney-in-fact
)
)

/s/ Angelos Chardouvelis

Witness

Name: ANGELOS CHARDOUVELIS

Address: 2 Foivis Street, 166 74 Glyfada, Greece

Occupation: Private Employee

EXECUTED as a DEED)
By IOANNIS MAKRIS)
for and on behalf of) /s/ Ioannis Makris
DYNAGAS OPERATING LP) Attorney-in-fact
as Guarantor)
in the presence of:)

/s/ Angelos Chardouvelis
Witness
Name: ANGELOS CHARDOUVELIS
Address: 2 Foivis Street, 166 74 Glyfada, Greece
Occupation: Private Employee

EXECUTED as a DEED)
By IOANNIS MAKRIS)
for and on behalf of) /s/ Ioannis Makris
DYNAGAS OPERATING GP LLC) Attorney-in-fact
as Guarantor)
in the presence of:)

/s/ Angelos Chardouvelis
Witness
Name: ANGELOS CHARDOUVELIS
Address: 2 Foivis Street, 166 74 Glyfada, Greece
Occupation: Private Employee

EXECUTED as a DEED)
By IOANNIS MAKRIS)
for and on behalf of) /s/ Ioannis Makris
DYNAGAS FINANCE INC.) Attorney-in-fact
as Guarantor)
in the presence of:)

/s/ Angelos Chardouvelis
Witness
Name: ANGELOS CHARDOUVELIS
Address: 2 Foivis Street, 166 74 Glyfada, Greece
Occupation: Private Employee

EXECUTED as a DEED)
By IOANNIS MAKRIS)
for and on behalf of) /s/ Ioannis Makris
DYNAGAS FINANCE LLC) Attorney-in-fact
as Guarantor)
in the presence of:)

/s/ Angelos Chardouvelis
Witness
Name: ANGELOS CHARDOUVELIS
Address: 2 Foivis Street, 166 74 Glyfada, Greece
Occupation: Private Employee

THE MANAGER

EXECUTED as a **DEED**
By **IOANNIS MAKRIS**
for and on behalf of
DYNAGAS LTD.
as Manager
in the presence of:

)
)
) /s/ Ioannis Makris
) Attorney-in-fact
)
)

/s/ Angelos Chardouvelis
Witness
Name: ANGELOS CHARDOUVELIS
Address: 2 Foivis Street, 166 74 Glyfada, Greece
Occupation: Private Employee

THE ARRANGER

CITIBANK, N.A., LONDON BRANCH
as Arranger
By: Evgenia Arkadi

) /s/ Evgenia Arkadi
) Evgenia Arkadi
) Attorney-in-fact

CREDIT SUISSE AG
as Arranger
By:

)
)
) /s/ Lydia Lampadaridou
Lydia Lampadaridou

) /s/ Claudio Silvi
Claudio Silvi

KfW IPEX-BANK GmbH
as Arranger
By:

) /s/ André Tiele
) André Tiele
) Director

) /s/ Niklas Schäfer
Niklas Schäfer
Associate

DEUTSCHE BANK AG
(formerly acting through its branch DEUTSCHE BANK AG
FILIALE DEUTSCHLANDGESCHÄFT)
as Arranger
By: Evgenia Arkadi

) /s/ Evgenia Arkadi
) Evgenia Arkadi
) Attorney-in-fact
)
)

ALPHA BANK S.A.
as Arranger
By: Evgenia Arkadi
and
By: Maria Christina Papoulia

)
) /s/ Evgenia Arkadi
) Attorney-in-fact
)
) /s/ Maria Christina Papoulia

E. SUN COMMERCIAL BANK, LTD.
(INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY),
HONG KONG BRANCH
as Arranger
By: Ying-Hui Lin, Eric

)
)
) /s/ Ying-Hui Lin, Eric
)
)

THE LENDERS

CITIBANK, N.A., LONDON BRANCH

By: Evgenia Arkadi

) /s/ Evgenia Arkadi
) Attorney-in-fact

CREDIT SUISSE AG

By:

) /s/ Lydia Lampadaridou
) Lydia Lampadaridou

/s/ Claudio Silvi
Claudio Silvi

KfW IPEX-BANK GmbH

By:

) /s/ André Tiele
) André Tiele
) Director

/s/ Niklas Schäfer
Niklas Schäfer
Associate

ALPHA BANK S.A.

By: Evgenia Arkadi

and

By: Maria Christina Papoulia

) /s/ Evgenia Arkadi
) Attorney-in-fact
) /s/ Maria Christina Papoulia

DEUTSCHE BANK AG

(formerly acting through its branch DEUTSCHE BANK AG
FILIALE DEUTSCHLANDGESCHÄFT)

By: Evgenia Arkadi

) /s/ Evgenia Arkadi
) Attorney-in-fact
)
)

E. SUN COMMERCIAL BANK, LTD.

(INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY),

HONG KONG BRANCH

By: Ying-Hui Lin, Eric

)
)
) /s/ Ying-Hui Lin, Eric
)

WOORI BANK, LONDON BRANCH

By: Suily Jean

) /s Suily Jean
)

PIRAEUS BANK S.A.

By: Olga Voutsas Evgenia Kouvara

) /s/ Olga Voutsas
) /s/ Evgenia Kouvara

WOORI BANK, EUROPE GmbH

By: Evgenia Arkadi

) /s/ Evgenia Arkadi
) Attorney-in-fact

THE AGENT

CITIBANK EUROPE PLC, UK BRANCH

By: Alasdair Garnham

) /s/ Alasdair Garnham
)

THE SECURITY AGENT

CITIBANK, N.A., LONDON BRANCH

By: Evgenia Arkadi

) /s/ Evgenia Arkadi
) Attorney-in-fact



**DYNAGAS LNG PARTNERS LP
POLICIES AND PROCEDURES TO DETECT AND
PREVENT INSIDER TRADING**

GENERAL

The Securities Exchange Act of 1934, as amended, prohibits the misuse of material, nonpublic information. In order to avoid even the appearance of impropriety, DYNAGAS LNG PARTNERS LP (the "Partnership") has instituted procedures to prevent the misuse of nonpublic information.

Although "insider trading" is not defined in the securities laws, it is generally thought to be described as trading either personally or on behalf of others on the basis of material non-public information or communicating material non-public information to others in violation of the law.

This policy (the "Policy") will be administered and supervised by the Partnership's Chief Financial Officer. Please pay special attention to the "Blackout" and "Trading Window" policies discussed in this memorandum on page 6.

WHOM DOES THE POLICY COVER?

The Policy covers all of the Partnership's officers, directors and employees ("insiders"), as well as any transactions in any securities participated in by family members, trusts or corporations directly or indirectly controlled by insiders. In addition, the Policy applies to transactions engaged in by corporations in which the insider is an officer, director or 10% or greater stockholder and a partnership of which the insider is a partner, unless the insider has no direct or indirect control over the partnership.

The Partnership forbids any insider from trading, either for his or her personal account or on behalf of others, while in possession of material nonpublic information, or communicating material nonpublic information to others in violation of the law. This prohibited conduct is often referred to as "insider trading."

- The Policy extends to each insider's activities within and outside his/her duties at the Partnership. Each insider must read and retain this statement.
- Failure to comply with the Policy may cause an employee to be subject to disciplinary action.

WHAT IS INSIDER TRADING?

The term "insider trading" generally is used to refer to trading while in possession of material nonpublic information (whether or not one is an "insider") and/or to communications of material nonpublic information to others. The law in this area is generally understood to prohibit, among other things:

- trading by an insider while in possession of material nonpublic information;
- trading by a non-insider while in possession of material nonpublic information, where the information either was disclosed to the non-insider in violation of an insider's duty to keep it confidential or the information was misappropriated;
- trading while in possession of material nonpublic information concerning a tender offer; and
- wrongfully communicating, or "tipping", material nonpublic information to others.

THE INSIDER CONCEPT

As a general guide for our directors, officers and employees, components of what amounts to "insider trading" are described below:

Who is an insider?

The concept of "insider" is broad. It includes officers, directors, trustees, and employees of the Partnership. In addition, a person can be a "temporary insider" if he or she enters into a special confidential relationship in the conduct of a Partnership's affairs and as a result is given access to information solely for the Partnership's purposes. A temporary insider can include, among others, the Partnership's attorneys, accountants, consultants, bank lending officers, and the employees of those organizations.

What information is material?

Trading on information that is "material" is prohibited. Information generally is considered "material" if:

- there is a substantial likelihood that a reasonable investor would consider the information important in making an investment decision, or
- the information is reasonably certain to have a substantial effect on the price of the Partnership's securities.

Information that should be considered material includes: dividend changes, earnings estimates not previously disseminated, material changes in previously-released earnings estimates, significant merger or acquisition proposals or agreements, major litigation, liquidity problems, and extraordinary management developments.

What information is non-public?

Information is nonpublic until it has been effectively communicated to the market place. For example, information found in a report filed with the U.S. Securities and Exchange Commission, or appearing in Dow Jones, Reuters, The Wall Street Journal, on Bloomberg or in other publications of general circulation ordinarily would be considered public. In addition, in

certain circumstances, information disseminated to certain segments of the investment community may be deemed "public", for example, research communicated through institutional information dissemination services such as First Call. (However, the fact that research has been disseminated through such a service does not automatically mean that it is public.) Remember, it takes time for information to become public. The amount of time since the information was first disseminated ordinarily is a factor regarding whether the information is considered "public".

PENALTIES FOR INSIDER TRADING

Penalties for insider trading are severe both for the individuals involved as well as for their employers. A person can be subject to some or all of the penalties listed below, even if he or she does not personally benefit from the violation. Penalties may include:

- Jail sentences;
- Civil injunctions;
- Civil treble (3x) damages;
- Disgorgement of profits;
- Criminal fines of up to three times the profit gained or loss avoided, whether or not the person actually benefited; and
- Fines for the employers or other controlling person of up to the greater of \$1 million or three times the amount of the profit gained or loss avoided.

Clearly, it is in the Partnership's and your best interests for the Partnership to put into place procedures to prevent improper trading by its insiders.

PROCEDURES TO PREVENT INSIDER TRADING

The following procedures have been established to aid in the prevention of insider trading. Every insider must follow these procedures or risk sanctions, including: dismissal, substantial personal liability and criminal penalties.

Questions to Ask

Prior to trading in the Partnership's units, and if you think you may have material non-public information, ask yourself the following questions:

- Is the information material? Is this information that an investor would consider important in making an investment decision? Would you take it into account in deciding whether to buy or sell? Is this information that would affect the market price of the securities if generally disclosed?
- Is the information non-public? To whom has this information been provided? Has it been effectively communicated to the marketplace? Has enough time gone by?

Action Required

If you are at all uncertain as to whether any information you have is "inside information," you must:

- Immediately report the matter to the Chief Financial Officer;
- Refrain from purchasing or selling the units; and
- Not communicate the information inside or outside the Partnership.

After the employee and the Chief Financial Officer have reviewed the issue and consulted with outside counsel to the extent appropriate, the insider will be instructed as to whether he/she may trade and/or communicate that information.

Blackout Policy and Trading Window

To assure compliance with the Policy and applicable securities laws, the Partnership requires that all insiders refrain from conducting transactions involving the purchase or sale of Partnership units other than during the period commencing at the open of the Nasdaq Stock Exchange on **the second business day** following the date of public disclosure of the financial results for a particular fiscal quarter or year and continuing until the close of the Nasdaq Stock Exchange on the **last day** of the current fiscal quarter (the "Trading Window"). In addition, from time to time material non-public information regarding the Partnership may be pending. While such information is pending, the Partnership may impose a special "blackout" period during which the same prohibitions and recommendations shall apply.

Remember: Even during the Trading Window, any person possessing material non-public information concerning the Partnership should not engage in any transactions in Partnership units until such information has been made public and absorbed by the market.

Pre-Clearance of Trades

All insiders must refrain from trading in Partnership units, even during the Trading Window, without first complying with the Partnership's "pre-clearance" process. Each such person should contact the Partnership's Chief Financial Officer prior to commencing any trade. The Chief Financial Officer will consult as necessary with senior management and/or counsel to the Partnership before clearing any proposed trade.

Coverage

The Policy applies not only to Partnership units, but also any other securities issued by the Partnership.

QUESTIONS OR CONCERNS

Any questions or concerns regarding the Partnership's Policies and Procedures to detect and prevent insider trading should be directed to the Chief Financial Officer, or, if such questions or concerns involve the Chief Financial Officer, to the Chief Executive Officer. The Chief Financial Officer's personal trading activity will be reviewed by the Chief Executive Officer.

Addendum A

INSIDER TRADING POLICIES AND PROCEDURES CERTIFICATION FORM

I have read and reviewed DYNAGAS LNG PARTNERS LP'S Policies and Procedures to Detect and Prevent Insider Trading. I understand such policies and procedures and recognize that I am subject to them and understand the penalties for non-compliance. I certify that I am in full compliance with the Policies and Procedures to Detect and Prevent Insider Trading.

CERTIFIED BY:

NAME: _____ (PRINT)

SIGNATURE: _____

DATE: _____

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER

I, Tony Lauritzen, certify that:

1. I have reviewed this annual report on Form 20-F of Dynagas LNG Partners LP (the "Partnership");
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 Partnership as of, and for, the periods presented in this report;
4. The Partnership's other certifying officer(s) and I are 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 Partnership and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Partnership, 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 our 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 Partnership's disclosure controls and procedures and presented in this report our 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 Partnership'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 Partnership's internal control over financial reporting.

5. The Partnership's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Partnership's auditors and the audit committee of the Partnership'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 Partnership'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 Partnership's internal control over financial reporting.

Date: April 26, 2024

/s/ Tony Lauritzen

Tony Lauritzen
Chief Executive
Officer and Director

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER

I, Michael Gregos, certify that:

1. I have reviewed this annual report on Form 20-F of Dynagas LNG Partners LP (the "Partnership");
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 Partnership as of, and for, the periods presented in this report;
4. The Partnership's other certifying officer(s) and I are 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 Partnership and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Partnership, 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 our 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 Partnership's disclosure controls and procedures and presented in this report our 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 Partnership'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 Partnership's internal control over financial reporting.

5. The Partnership's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Partnership's auditors and the audit committee of the Partnership'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 Partnership'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 Partnership's internal control over financial reporting.

Date: April 26, 2024

/s/ Michael Gregos

Michael Gregos
Chief Financial Officer

**PRINCIPAL EXECUTIVE OFFICER CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with this Annual Report of Dynagas LNG Partners LP (the "Partnership") on Form 20-F for the year ended December 31, 2023 as filed with the Securities and Exchange Commission (the "SEC") on or about the date hereof (the "Report"), I, Tony Lauritzen, Chief Executive Officer of the Partnership, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

A signed original of this written statement has been provided to the Partnership and will be retained by the Partnership and furnished to the SEC or its staff upon request.

Date: April 26, 2024

/s/ Tony Lauritzen

Tony Lauritzen
Chief Executive Officer

**PRINCIPAL FINANCIAL OFFICER CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with this Annual Report of Dynagas LNG Partners LP (the "Partnership") on Form 20-F for the year ended December 31, 2023 as filed with the Securities and Exchange Commission (the "SEC") on or about the date hereof (the "Report"), I, Michael Gregos, Chief Financial Officer of the Partnership, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

A signed original of this written statement has been provided to the Partnership and will be retained by the Partnership and furnished to the SEC or its staff upon request.

Date: April 26, 2024

/s/ Michael Gregos

Michael Gregos
Chief Financial Officer

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form F-3 No. 333-240014) of Dynagas LNG Partners LP and in the related Prospectus of our report dated April 26, 2024, with respect to the consolidated financial statements of Dynagas LNG Partners LP, included in this Annual Report (Form 20-F) for the year ended December 31, 2023.

/s/ Ernst & Young (Hellas) Certified Auditors Accountants S.A.

Athens, Greece

April 26, 2024



April 26, 2024

Dear Sir/Madam:

Reference is made to the annual report on Form 20-F of Dynagas LNG Partners LP (the "Partnership") for the year ended December 31, 2023 (the "Annual Report") and the registration statement on Form F-3 (Registration No. 333-240014) of the Partnership, as may be amended, including the prospectus contained therein and any prospectus supplement related thereto (the "Registration Statement"). We hereby consent to the incorporation by reference in the Registration Statement of all references to our name in the Annual Report, to the references to our firm in the Annual Report, and to the use of the statistical information supplied by us set forth in the Annual Report. We further advise the Company that our role has been limited to the provision of such statistical data supplied by us. With respect to such statistical data, we advise you that:

- (1) We have accurately described the international liquefied natural gas (LNG) industry; and
- (2) Our methodologies for collecting information and data may differ from those of other sources and do not reflect all or even necessarily a comprehensive set of the actual transactions occurring in the containership industry.

We hereby consent to the filing of this letter as an exhibit to the Annual Report, which is incorporated by reference into the Registration Statement and any related prospectus.

Yours faithfully,

A handwritten signature in blue ink that reads "Jayendu Krishna".

Jayendu Krishna
Director-Deputy Head Maritime Advisors
Drewry Maritime Services (Asia) Pte Ltd.

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CONSENT OF WATSON FARLEY & WILLIAMS LLP

Reference is made to the annual report on Form 20-F of Dynagas LNG Partners LP (the “Partnership”) for the year ended December 31, 2023 (the “Annual Report”) and the Registration Statement on Form F-3 (File No. 333- 240014) of the Partnership including the prospectus contained therein (the “Registration Statement”). We hereby consent to (i) the filing of this consent as an exhibit to the Annual Report, which is incorporated by reference into the Registration Statement and (ii) each reference to us and the discussions of advice provided by us in the Annual Report under the section “Item 10. Additional Information—E. Taxation” and to the incorporation by reference of the same in the Registration Statement, in each case, without admitting we are “experts” within the meaning of the U.S. Securities Act of 1933, as amended, or the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder with respect to any part of the Registration Statement.

/s/ Watson Farley & Williams LLP

Watson Farley & Williams LLP

New York, New York

April 26, 2024

Dynagas LNG Partners LP**Policy for the Recovery of Erroneously Awarded Incentive Compensation**

Effective Date: December 1, 2023

1. Introduction

The Board of Directors (the “**Board**”) of Dynagas LNG Partners LP (the “**Partnership**”) has adopted this Policy for the Recovery of Erroneously Awarded Incentive Compensation (this “**Policy**”), which provides for the recoupment, otherwise referred to as “clawback,” of certain Erroneously Awarded Incentive Compensation from Covered Executives in the event of an Accounting Restatement resulting from material noncompliance with financial reporting requirements under the federal securities laws.

This Policy is designed to comply with Section 10D, as implemented by Rule 10D-1, of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and is made in accordance with the applicable rules of the New York Stock Exchange (“**NYSE**”) Listed Company Manual (the “**NYSE Rules**”). All capitalized terms used and not otherwise defined herein shall have the meanings set forth in Section 2.

2. Certain Definitions

“**Accounting Restatement**” means an accounting restatement due to the material noncompliance of the Partnership with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a “Big R” restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a “little r” restatement). For the avoidance of doubt, in no event will a restatement of the Partnership’s financial statements that is not due in whole or in part to the Partnership’s material noncompliance with any financial reporting requirement under applicable law (including any rule or regulation promulgated thereunder) be considered an Accounting Restatement under this Policy. For example, a restatement due exclusively to a retrospective application of any one or more of the following will not be considered an Accounting Restatement under this Policy: (i) a change in accounting principles; (ii) revision to reportable segment information due to a change in the structure of the Partnership’s internal organization; (iii) reclassification due to a discontinued operation; (iv) application of a change in reporting entity, such as from a reorganization of entities under common control; and (v) revision for stock splits, reverse stock splits, stock dividends or other changes in capital structure.

“**Committee**” means the Compensation Committee of the Board (if composed entirely of independent directors), or in the absence of such a committee, a majority of independent directors serving on the Board.

“Covered Executives” means each individual who is (i) a current or former executive officer, as determined by the Committee in accordance with Section 10D and Rule 10D-1 of the Exchange Act and the NYSE Rules; (ii) a current or former employee who is classified by the Committee as an executive officer of the Partnership, which includes without limitation any of the Partnership’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), vice president in charge of a principal business unit, division or function (such as sales, administration or finance), and any other person who performs policy-making functions for the Partnership (including executive officers of a parent or subsidiary if they perform policy-making functions for the Partnership); and (iii) an employee who may from time to time be deemed subject to this Policy by the Committee. For the avoidance of doubt, the identification of an executive officer for purposes of this Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K or Item 6.A of Form 20-F, as applicable.

“Erroneously Awarded Incentive Compensation” means, with respect to each Covered Executive in connection with an Accounting Restatement, the amount of the Incentive Compensation Eligible for Recovery based on the erroneous data that exceeds the Incentive Compensation Eligible for Recovery that otherwise would have been received by the Covered Executive had it been determined based on the restated results (calculated without regard to any taxes paid), as determined by the Committee.

“Financial Reporting Measures” include measures that are determined and presented in accordance with the accounting principles used in preparing the Partnership’s financial statements, and all other measures that are derived wholly or in part from such measures. Share price and total shareholder return (and any measures that are derived wholly or in part from share price or total shareholder return) shall, for purposes of this Policy, be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented in the Partnership’s financial statements or included in a filing with the SEC.

“Incentive Compensation” means any compensation that is granted, earned, or vested based wholly or in part on the attainment of a Financial Reporting Measure, including, but not limited to, the following:

- Annual bonuses and other short- and long-term cash incentives;
- Stock options;
- Restricted stock;
- Restricted stock units;
- Performance shares; and

- Proceeds received from the sale of shares acquired through an incentive plan that were granted or vested based, wholly or in part, on the satisfaction of a Financial Reporting Measure.

For purposes of this Policy, Incentive Compensation excludes:

- Any base salaries (except with respect to any salary increases earned, wholly or in part, based on satisfaction of a Financial Reporting Measure performance goal);
- Bonuses paid solely at the discretion of the Committee or Board that are not paid from a “bonus pool” that is determined by satisfying a Financial Reporting Measure performance goal;
- Bonuses paid solely upon satisfying one or more subjective standards and/or completion of a specified employment period;
- Non-equity incentive plan awards earned solely upon satisfying one or more strategic measures (e.g., consummating a merger or divestiture) or operational measures (e.g., completion of a project or attainment of a certain market share); and
- Equity awards that vest solely based on the passage of time and/or satisfaction of one or more non-Financial Reporting Measures (e.g., a time-vested award, including time-vesting stock options or restricted share rights).

“**Incentive Compensation Eligible for Recovery**” means Incentive Compensation received by a Covered Executive (i) after beginning service as a Covered Executive; (ii) who served as a Covered Executive at any time during the performance period for the applicable Incentive Compensation (regardless of whether such individual is serving as a Covered Executive at the time the Erroneously Awarded Incentive Compensation is required to be repaid); (iii) while the Partnership had a class of securities listed on a national securities exchange or a national securities association; (iv) during the applicable Recovery Period; and (v) on or after the effective date of the applicable NYSE Rules (i.e., October 2, 2023).

“**Recovery Period**” means, with respect to any Accounting Restatement, the three (3) completed fiscal years of the Partnership immediately preceding the Restatement Date and, if the Partnership changes its fiscal year, any transition period of less than nine months within or immediately following those three (3) completed fiscal years.

“**Restatement Date**” means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Partnership authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Partnership is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Partnership to prepare an Accounting Restatement.

“**SEC**” means the U.S. Securities and Exchange Commission.

3. Recovery of Erroneously Awarded Incentive Compensation

In the event the Partnership is required to prepare an Accounting Restatement of its financial statements, the Committee shall determine the amount of Erroneously Awarded Incentive Compensation and shall require the forfeiture, repayment, or return, as applicable, of not less than the full amount of any Erroneously Awarded Incentive Compensation received or deemed received by any Covered Executive, except to the extent determined impracticable in Section 6 below.

- (a) **Cash Awards.** With respect to cash awards, the Erroneously Awarded Incentive Compensation is the difference between the amount of the cash award (whether payable as a lump sum or over time) that was received and the amount that should have been received applying the restated Financial Reporting Measure.
- (b) **Cash Awards Paid from Bonus Pools.** With respect to cash awards paid from bonus pools, the Erroneously Awarded Incentive Compensation is the pro rata portion of any deficiency that results from the aggregate bonus pool that is reduced based on applying the restated Financial Reporting Measure.
- (c) **Equity Awards.** With respect to equity awards, if the shares, options or shareholder appreciation rights are still held at the time of recovery, the Erroneously Awarded Incentive Compensation is the number of such securities received in excess of the number that should have been received applying the restated Financial Reporting Measure (or the value in excess of that number). If the options or shareholder appreciation rights have been exercised, but the underlying shares have not been sold, the Erroneously Awarded Incentive Compensation is the number of shares underlying the excess options or shareholder appreciation rights (or the value thereof). If the underlying shares have already been sold, then the Committee shall determine the amount which most reasonably estimates the Erroneously Awarded Incentive Compensation.
- (d) **Compensation Based on Stock Price, Total Shareholder Return, or Similar Metric.** For Incentive Compensation based on (or derived from) stock price, total shareholder return, or similar metric where the amount of Erroneously Awarded Incentive Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement, (i) the amount shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the stock price, total shareholder return, or other such metric upon which the Incentive Compensation was received; and (ii) the Committee shall maintain documentation of such determination of that reasonable estimate and provide such documentation to the NYSE in accordance with applicable listing standards.

Incentive Compensation shall be deemed “received” in the Partnership’s fiscal period during which the Financial Reporting Measure specified in the Incentive Compensation award is attained, even if the payment or grant of the Incentive Compensation to the Covered Executive occurs after

the end of that period or where such compensation is subject to additional conditions, such as time-based vesting or the satisfaction of non-financial goals.

The Partnership shall promptly notify in writing each Covered Executive who received Erroneously Awarded Incentive Compensation of the amount of such Erroneously Awarded Incentive Compensation received by such Covered Executive and demand the forfeiture, repayment or return of such compensation, as applicable.

Any recovery under this Policy shall be made reasonably promptly and in accordance with the Exchange Act and NYSE Rules.

4. Recovery Period and Amount

If an Accounting Restatement occurs, the Committee shall review all Incentive Compensation that was granted, vested or earned on the basis of having met or exceeded Financial Reporting Measures and that was received by a Covered Executive during the Recovery Period. With respect to each Covered Executive, the Committee shall, as provided under this Policy, seek to require the forfeiture, repayment, or return, as applicable, of the Erroneously Awarded Incentive Compensation, whether vested or unvested and including proceeds received upon the sale of shares acquired through an incentive plan that were granted or vested based wholly or in part on satisfying a Financial Reporting Measure, received during the Recovery Period in the event of an Accounting Restatement. The amount to be recovered will be as provided for in this Policy.

5. Method of Recovery of Erroneously Awarded Incentive Compensation

The Committee will determine, in its sole discretion, the method for recouping Erroneously Awarded Incentive Compensation hereunder which may include, without limitation, any of the following or combination thereof:

- (a) requiring reimbursement of cash Incentive Compensation Eligible for Recovery previously paid;
- (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;
- (c) offsetting the recouped amount from any compensation otherwise owed by the Partnership to the Covered Executive;
- (d) cancelling outstanding vested or unvested equity awards; and/or
- (e) taking any other remedial and recovery action permitted by law, as determined by the Committee.

Except as set forth in Section 6 below, in no event may the Partnership accept an amount that is less than the amount of Erroneously Awarded Incentive Compensation in satisfaction of a Covered

Executive's obligations hereunder. To the extent that a Covered Executive fails to forfeit, repay, or return, as applicable, all Erroneously Awarded Incentive Compensation to the Partnership when due, the Partnership shall take all actions reasonable and appropriate to recover such Erroneously Awarded Incentive Compensation from the applicable Covered Executive. The applicable Covered Executive shall be required to reimburse the Partnership for any and all expenses reasonably incurred (including legal fees) by the Partnership in recovering such Erroneously Awarded Incentive Compensation in accordance with the immediately preceding sentence.

To the extent that the Covered Executive has already reimbursed the Partnership for any Erroneously Awarded Incentive Compensation received under any duplicative recovery obligations established by the Partnership or applicable law, it shall be appropriate for any such reimbursed amount to be credited to the amount of Erroneously Awarded Incentive Compensation that is subject to recovery under this Policy.

6. Impracticality

The Partnership shall recover any Erroneously Awarded Incentive Compensation in accordance with this Policy, unless such recovery would be impracticable, as determined by the Committee in accordance with Rule 10D-1 of the Exchange Act and the NYSE Rules, and any of the following conditions are satisfied:

- (a) The Committee has determined that the direct expenses paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before making this determination, the Partnership must make a reasonable attempt to recover the Erroneously Awarded Incentive Compensation, documented such attempt(s) and provide such documentation to the NYSE, where required; or
- (b) Recovery would violate home country law where that law was adopted prior to November 28, 2022, provided that, before determining that it would be impracticable to recover any amount of Erroneously Awarded Incentive Compensation based on violation of home country law, the Partnership has obtained an opinion of home country counsel, acceptable to the NYSE, that recovery would result in such a violation and a copy of the opinion is provided to NYSE; or
- (c) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Partnership, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

7. No Indemnification

The Partnership shall not insure or indemnify any Covered Executive against the loss of any Erroneously Awarded Incentive Compensation that is repaid, returned or recovered in accordance with the terms of this Policy, or for any claims relating to the Partnership's enforcement of any of its rights under this Policy.

The Partnership shall not enter into any agreement or arrangement that exempts any Incentive Compensation that is granted, paid or awarded to any Covered Executive from the application of this Policy or that waives the Partnership's right to recover any Incentive Compensation Eligible for Recovery, and this Policy shall supersede any such agreement (whether entered into before, on or after the Effective Date of this Policy). While a Covered Executive may purchase a third-party insurance policy to fund potential recovery obligations under this Policy, the Partnership may not pay or reimburse the Covered Executive for premiums for such an insurance policy.

8. Other Recovery Rights

The Committee intends that this Policy will be applied to the fullest extent required by applicable law. Any employment agreement, equity award agreement, compensatory plan or any other agreement or arrangement with a Covered Executive shall be deemed to include, as a condition to the grant of any benefit thereunder, an agreement by the Covered Executive to abide by the terms of this Policy.

The Committee may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require a Covered Executive to agree to abide by the terms of this Policy.

Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Partnership under applicable law, regulation or rule or pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Partnership.

9. Disclosure Requirements

The Partnership shall file all disclosures with respect to this Policy required by applicable SEC filings and rules.

10. Policy Administration and Interpretation

This Policy shall be administered by the Committee, and any determinations made by the Committee shall be final and binding on all affected individuals.

The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy, and for the Partnership's compliance with NYSE Rules, Section 10D, Rule 10D-1 and any other applicable law, regulation, rule or interpretation of the SEC or NYSE promulgated or issued in connection therewith. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Section 10D and Rule 10D-1 of the Exchange Act and any applicable rules or standards adopted by the SEC or the NYSE.

11. Amendment and Termination

The Committee may amend or terminate this Policy from time to time in its discretion; provided that, no amendment or termination of this Policy shall be effective if such amendment or termination would cause the Partnership to violate any applicable federal securities laws, SEC rule or NYSE Rule.

12. Effective Date

This Policy shall be effective as of December 1, 2023 (the “**Effective Date**”) and shall apply to Incentive Compensation that is approved, awarded or granted to Covered Executives on or after October 2, 2023.

13. Successors

This Policy shall be binding and enforceable against all Covered Executives, as described herein, and, to the extent required by applicable law or guidance from the SEC or the NYSE, Covered Executives’ beneficiaries, heirs, executors, administrators or other legal representatives.

ANNEX A

Dynagas LNG Partners LP

Policy for the Recovery of Erroneously Awarded Incentive Compensation

Acknowledgement Form

By signing below, the undersigned acknowledges and confirms they have received and reviewed a copy of the Policy for the Recovery of Erroneously Awarded Incentive Compensation (the “**Policy**”). Capitalized terms used but not otherwise defined in this Acknowledgement Form shall have the meanings given to such terms in the Policy.

By signing this Acknowledgement Form, the undersigned acknowledges and agrees that they are and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned’s employment with the Partnership. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Incentive Compensation to the Partnership to the extent required by, and in a manner permitted by, the Policy.

Signed

Name (Printed)

Date