

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the “*MOU*”) is entered into and effective this — day of \_\_\_\_\_, 2023 (the “*Effective Date*”) by and between:

- 1) **EAGLE LNG PARTNERS JACKSONVILLE LLC**, a limited liability company organized and existing under the laws of the State of Delaware and having its place of business at 2445 Technology Forest Blvd, Suite 500, The Woodlands, TX 77381, USA (hereinafter referred to as “*EAGLE LNG*”), and
- 2) **THE CITY OF JACKSONVILLE, FLORIDA for and on behalf of its FIRE AND RESCUE DEPARTMENT**, having its place of business at 515 N Julia St, Jacksonville, FL, 32202, USA (hereinafter referred to as “*JFRD*”).

EAGLE LNG and JFRD are each individually referred to in this MOU as a “*Party*” and collectively as the “*Parties*”.

### RECITALS:

- A. **WHEREAS**, EAGLE LNG is engaged in the development of a Liquefied Natural Gas (“*LNG*”) export terminal project in the City of Jacksonville, Florida (the “*Project*”); and
- B. **WHEREAS**, Eagle LNG’s Jacksonville Project will be located in the Port of Jacksonville, on the St. Johns River, in Jacksonville, Florida. At full build out, the Project will occupy about 70.7 acres onshore and 11.1 acres of submerged lands. The Project will include three LNG trains, each with the capacity to produce 550,000 gallons per day of LNG. At full build-out, the facility would produce 1,650,000 gallons per day of LNG; and
- C. **WHEREAS**, Eagle LNG will require assistance for managing emergencies arising in and around the Project site, including those related to LNG releases from containment or fires, medical emergencies, security events, or other events that may require firefighting, rescue, evacuation, or sheltering of the public; and
- D. **WHEREAS**, in accordance with the Energy Policy Act of 2005 (“*EPAct 2005*”), the Federal Energy Regulatory Commission (“*FERC*”) must also approve an emergency response plan (an “*ERP*”) covering the LNG terminal and LNG carrier transit prior to construction. Section 3A(e) of the NGA, added by Section 311 of the EPAct 2005, stipulates that in any order authorizing siting, construction, and operation of an “LNG terminal,” FERC must require the LNG terminal operator, in consultation with the United States Coast Guard (“*USCG*”) and state and local agencies, to develop an ERP which must be evaluated by appropriate emergency response personnel and officials. Section 3A(e) of the NGA (as amended by EPAct 2005) specifies that the ERP must include a Cost-Sharing Plan that contains a description of any direct cost reimbursements the applicant agrees to provide to any state and local agencies with responsibility for security and safety at the LNG terminal and in proximity to LNG carriers that serve the facility. The cost-sharing plan must include the LNG terminal operator’s letter of commitment with agency acknowledgement for each state and local agency designated to receive resources. The Cost-Sharing Plan must specify what the LNG terminal operator would provide to cover the cost of the state and local resources required to manage the security of the LNG terminal and LNG carrier, and the state and local resources required for safety and emergency management; and

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- E. **WHEREAS**, JFRD is the designated authority responsible for all fire and rescue services for the Consolidated City of Jacksonville, Duval County. Section 31.101, *Ordinance Code*. JFRD will respond to any request for service and responding personnel will follow standard operating guidelines for mitigating incidents and events; and
- F. **WHEREAS**, JFRD has a designated role as the Incident Commander for all emergency services (fire, rescue, and medical) that respond to any incident in the City of Jacksonville and County of Duval, and has the authority to assume command of any hazardous materials incident, except, as relevant to this MOU, marine incidents under the authority of the USCG and incidents on military bases; and
- G. **WHEREAS**, JFRD has two hazardous material stations with approximately 100 assigned personnel and has three Hazardous Material Fire Boats with approximately 50 personnel assigned; and
- H. **WHEREAS**, EAGLE LNG and JFRD have engaged in discussions and planning for emergencies and EAGLE LNG has provided training and equipment to JFRD for the purpose of enabling JFRD to respond to LNG incidents and will continue to do so in cooperation as the Project is constructed and operated to achieve maximum readiness for emergency management; and
- I. **WHEREAS**, JFRD has advised and reached an agreement with EAGLE LNG on the areas of financial and technical support JFRD may require in providing the services to EAGLE LNG above and beyond the typical services that are provided to all of the protected community; and
- J. **WHEREAS**, subject to the terms and conditions hereof, the Parties desire to set forth in this MOU the objectives and principles under which the Parties agree to enter into an agreement providing for the sharing of costs to be incurred in the pursuit of this support.

**NOW, THEREFORE**, in consideration of the above-stated premises and the promises set forth below, the Parties hereby agree as follows:

**1. Purpose**

- 1.1 The purpose of this MOU is to memorialize the Parties' discussions relating to the services, training, and financial support JFRD may require in order to provide fire, rescue, and medical services relating to the Project.
- 1.2 The Parties acknowledge that a strong collaborative commitment based on openness and trust will be required of each of them, and the Parties agree to participate in good faith to progress the emergency plans, training, and financial commitment during the Term of this MOU as defined herein.
- 1.3 This MOU will define the understanding of the Parties until such time as it is superseded or terminated as provided herein.

## **2. Requested Support Within the Scope of the MOU**

The Parties agree to collaborate on the further planning and preparedness for emergencies involving the EAGLE LNG Project facilities and EAGLE LNG agrees to provide 1) direct financial support of \$100,000 per calendar year to the JFRD for sustainment of response personnel and equipment for such planning and preparedness activities, and 2) the following technical support, equipment, and training:

- (i) EAGLE LNG will provide its extensive business experience, knowledge, and expertise in the LNG industry for the benefit of further developing, in collaboration with JFRD and other parties, the ERP for the Project, such ERP to be finalized and made available for implementation prior to the introduction of hazardous fluids into the Project facilities;
- (ii) EAGLE LNG and JFRD will regularly conduct joint planning sessions, drills, and exercises, as agreed by both Parties, to enhance readiness for emergency management involving Project facilities;
- (iii) EAGLE LNG will support JFRD by providing annual training on LNG firefighting and vapor mitigation for JFRD personnel including JFRD Fire Operations and EPD. JFRD will designate personnel requiring training and they will participate in all training and exercise opportunities;
- (iv) JFRD will be provided annual training addressing Project equipment, hazards, and fire protection technologies for LNG fire and vapor suppression;
- (v) EAGLE LNG will provide Hi-Expansion foam generating equipment and foam for emergency spill containment at the Project site and will provide additional foam necessary for training of JFRD personnel as required;
- (vi) JFRD will be provided a sufficient quantity of Purple K extinguishing agent as needed on site at the Project site for training and will be trained on the delivery of that agent in order to extinguish any fire that might occur in and around the Project site;
- (vii) JFRD will be provided three (3) spill kits containing equipment to be specified as required for two (2) front line apparatus and one (1) training kit. The two front line spill kits would be on a planned 5-year replacement schedule and those kits would then move to training kits at the end of their lives.

## **3. Anticipated Activities**

3.1 Within thirty (30) days of the Effective Date, and only after the ERP is approved by FERC, the Parties shall designate persons to participate in a joint working group, which shall then convene to formulate an implementation plan to be agreed upon by both Parties, finalized, and made available for implementation prior to introduction of hazardous fluids into Project facilities, the *“Agreed ERP”*);

3.2 During the Term of this MOU, the Parties agree to cooperate, discuss, and negotiate to progress the relationship, conclude the Agreed ERP, and implement cost sharing as required.

#### **4. Costs**

The Parties agree that during the Term of this MOU, and until the Parties agree otherwise, all costs of the agreed services, training, and equipment as described in Section 2 above shall be borne by EAGLE LNG. Further, where additional costs are incurred in managing emergencies involving the Project, provided both Parties agree to such costs prior to such expenditure, the Parties shall share such external costs in a manner to be agreed between them on a case-by-case basis or to be defined in the Agreed ERP.

#### **5. Relationship of Parties**

This MOU does not create a partnership, joint venture, or relationship of trust or agency between the Parties. Neither Party shall be authorized to act on behalf of the other, or to make representations or commitments of any kind on behalf of any other Party.

#### **6. Term; Termination; Financial Support**

6.1 The MOU is to have a term (“**Term**”), commencing on the date of execution of this MOU and concluding on the earlier of: (a) the Parties’ execution of the Agreed ERP; or (b) twenty (20) years from the Effective Date of this MOU. Upon mutual written agreement of Eagle LNG and JFRD, the Term of this MOU may be extended. Notwithstanding the foregoing, either Party may terminate this MOU, at any time, upon written notice to the other Party.

6.2 Within thirty (30) days of the date on which FERC shall have notified Eagle LNG that it has approved the Agreed ERP (the “**Agreed ERP Approval Date**”), Eagle LNG shall transfer to an account to be designated in writing by JFRD the amount of Fifty-Thousand Dollars (\$50,000) in immediately available funds, representing one-half of the amount of direct financial support Eagle LNG has agreed to provide to JFRD each calendar year to sustain the response personnel and emergency response capability JFRD shall have committed to furnish under the Agreed ERP. Unless the Agreed ERP provides to the contrary, not later than one hundred eighty (180) days following the Agreed ERP Approval Date, Eagle LNG shall make an additional payment to JFRD to the account JFRD shall have designated in the amount of Fifty-Thousand Dollars (\$50,000) in immediately available funds. After payment of the initial One-Hundred Thousand Dollars (\$100,000) for the first calendar year, every calendar year thereafter, until termination of this MOU, the first payment of Fifty-Thousand Dollars (\$50,000) will be paid in the first quarter of the calendar year and remaining Fifty-Thousand Dollars (\$50,000) shall be paid before the end of the third quarter of that calendar year.

#### **7. Governing Law; Dispute Resolution**

7.1 This MOU, including the interpretation and enforcement hereof, shall be governed by, interpreted, and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles.

7.2 If any disputes, questions, or differences arise hereunder which cannot be resolved amicably between the Parties (a “**Dispute**”), either Party may as soon as reasonably practicable give to the other Party notice in writing of the existence of such Dispute, specifying its nature and the point at issue. The senior management of the Parties will meet for negotiations at a mutually agreed time and place and attempt to resolve the issue.

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7.3 If any Dispute has not been resolved within thirty (30) calendar days of the commencement of senior management negotiations, the Parties may pursue any and all remedies, both in equity and at law.

## **8. Notices**

Any notice which may or is required to be given pursuant to this MOU shall be in writing and shall be sufficiently given or made if served personally, or sent by courier, facsimile, or certified mail to the following addresses:

- 1) **EAGLE LNG PARTNERS JACKSONVILLE LLC**, Research Forest Lakeside No. 4  
2445 Technology Forest Blvd., Suite 500  
The Woodlands, Texas 77381 USA  
Email: [lindaberndt.com](mailto:lindaberndt.com)  
Attention: **Linda Berndt, Government Affairs**  
With a copy to:  
Email: [legal@eaglelng.com](mailto:legal@eaglelng.com)
  
- 2) **THE CITY OF JACKSONVILLE, FLORIDA, JACKSONVILLE FIRE AND RESCUE DEPARTMENT**, 515 N Julia St, Jacksonville, FL, 32202, USA.  
Email: [kpowers@coj.net](mailto:kpowers@coj.net)  
Attention: **Keith Powers**

The Parties agree that for convenience, duplicate copies of such notices may be given or made by way of electronic mail, provided that included within such electronic mail is an attachment of the relevant notice in portable document format (.pdf) and that the relevant notice is also subsequently transmitted by one of the methods listed above.

## **9. Counterparts**

This MOU may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by all of the Parties. A facsimile transmission, electronic transmission of a portable document format (.pdf) or photocopy of an executed counterpart of this MOU will have the same force and effect as an executed original counterpart of this MOU.

## **10. Amendment**

This MOU may be amended only in writing by mutual written consent and agreement of the Parties hereto.

## **11. Binding Nature**

This MOU is intended by the Parties to be legally binding and enforceable by any Party hereto. In the event that any provision of this MOU is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this MOU with a view toward effecting and preserving the purpose of this MOU and the validity and enforceability of the remaining provisions, or portions or applications thereof, which shall not be affected thereby. Each Party hereby expressly warrants that it has the full right and authority to enter into this MOU.

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12. NO PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OCCASIONED BY A BREACH OF ANY PROVISION OF THIS AGREEMENT EVEN IF APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, this MOU has been executed on behalf of each Party by its duly authorized representative(s) as of the Effective Date.

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**ATTEST:**

**CITY OF JACKSONVILLE, for and  
on behalf of its Fire and Rescue Department**

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**James R. McCain, Jr.  
Corporation Secretary**

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**Lenny Curry  
Mayor**

**WITNESS:**

**EAGLE PARTNERS JACKSONVILLE,  
LLC**

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**Sean Lalani  
President**

**Form Approved:**

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**Office of General Counsel**