

Market Consultation for Interest - Process

Market consultation for ammonia storage and handling capacity in proposed ammonia terminal at Vopak Energy Park Antwerp in the Port of Antwerp-Bruges, Belgium

Issue date: 24 October, 2024

Submit to: vepa.info@vopak.com

Closing date: 29 November, 2024, 4 PM (CET)

Introduction

Vopak Energy Park Antwerp is delighted to announce the launch of our market consultation for interest in ammonia storage and handling in the Port of Antwerp-Bruges, Belgium (“**MCI**”). This initiative underscores our goal to not only ensure a reliable and stable energy and feedstock supply but also to play a pivotal role in supporting a carbon-neutral network that benefits all providers and consumers. Our aim is to facilitate a seamless transition towards renewable energy sources, enhancing the resilience and sustainability of the energy system.

Planned project

Vopak Energy Park Antwerp is developing a new low-carbon energy hub within the Port of Antwerp Bruges. The 100+ hectare site features an operational jetty with a 15-meter draught facilitating deep-sea and river access, and excellent road and rail access. It also includes pipeline connections for the transport of ammonia, propylene, ethylene, CO₂, and hydrogen, to Northwest Europe.

This MCI is set out to progress the development of ammonia storage and handling services. The proposed project is intended to serve the Northwest European market with an import solution in two phases:

- Phase one: The industrial (co-mingled) ammonia import terminal is intended to consist of a single 88,000 m³ concrete-steel-steel ammonia refrigerated tank, jetty access for ships and barge export, pipeline export of pressurized ammonia, associated cooling and reheating equipment and rail export facilities. The project intends to finish its pre-FEED by the end of 2024. The Commercial Operations Date (COD) is currently foreseen in 2029.
- Phase two: A second 88,000 m³ concrete-steel-steel ammonia refrigerated tank, and ammonia cracking solution together with a partner.

Future phases include additional storage capacity of up to two more 88,000 m³ ammonia tanks.

Market Consultation Objectives

The objective of this MCI is to understand interest in the project through gaining insights into the ambitions and strategies of interested parties. This will enable Vopak Energy Park Antwerp to align the necessary import and export infrastructure with these objectives. By investing in the required infrastructure, we strive to create an environment that anticipates and adapts to the energy transition.

Vopak Energy Park Antwerp is interested to learn about your plans and ambitions for ammonia imports through the port of Antwerp-Bruges. This MCI will help us understand your storage and handling requirements, including timing and capacity needs. Following your submission, you may be contacted for further discussion based on the information provided.

Please send a single email containing the following items in respect of the MCI to vepa.info@vopak.com (the “**Required Items**”):

1. The completed Market Consultation questionnaire;
2. A credit rating (by S&P, Moodys or Fitch) of the interested party;
3. Where available, health, safety, and environmental records, of the interested party, for the most recent two years or alternatively, the interested organisation’s Health, Safety, and Environmental Charter;
4. A statement detailing the ammonia volume produced, shipped, consumed, and traded by the interested party over the past five years;
5. A company presentation including an overview of the company structure and key company representatives;
6. A signed letter from a senior management representative addressed to Vopak Energy Park Antwerp NV with registered address, Scheldelaan 490, 2030, Antwerpen, Belgium. The letter should be addressed to Mr. Jelle Dierckx, Commercial & Business Development Director, Vopak Belgium. The letter may be added as an attachment to the email.

Should you have any further questions, please send your queries to vepa.info@vopak.com before the 15th of November, 2024.

Format of the response

The respondent is required to fill out the table below and address all the points. The respondent is encouraged to submit any additional documents that will assist us in making a decision. Please note:

- The market consultation response and all supporting documents must be in English;
- Any attached document in another language will only be accepted if accompanied by an English translation (made by an accredited translator);
- Any supporting document must be indexed and properly referenced;

- The response should be readable and accessible, and must be submitted as a pdf;
- The response must be submitted before the closure of the market consultation on the 29th of November, 2024, at 4 PM (CET). Any response sent after the mentioned deadline will not be considered
- Vopak Energy Park Antwerp reserves the right to request for additional information if necessary;
- Any party responding to this market consultation shall bear all of the costs which it incurs in connection with its response.

Legal Disclaimer

For the avoidance of doubt nothing in this document/the MCI is intended to be legally binding or enforceable and nothing in this document shall be construed as an obligation on either party to negotiate or enter into an agreement.

Please note that we reserve the right to amend the timeline and process, or to terminate this MCI, on which we will communicate in writing in such an event via our [company website](#). We exclude any obligation to communicate on the selection of potential customer(s) or any future developments.

To the maximum extent permitted under applicable (regulatory) law, any decisions or (other) steps in respect of this MCI, including but not limited to the choice of (one or more) parties that we will engage with and in what manner and timing, shall be subject to our discretion and our consent.

The information submitted by you in respect of the Requested Items will be treated as confidential in accordance with the terms of confidentiality, as set out in **Annex I** to this MCI.

By partaking in this MCI you agree to the terms set out herein and their applicability.

ANNEX I: CONDITIONS ON CONFIDENTIALITY

1. Definitions

Capitalized terms in this ANNEX I shall have the same meaning as in the MCI it is attached to. In addition the following definitions shall apply:

“Disclosing Party”: the party sharing the Confidential Information with the Receiving Party

“Receiving Party”: Vopak Energy Park Antwerpen B.V.

“Confidential Information”: the information contained in the Required Items as shared by the Disclosing Party to the Receiving Party

“Affiliates” means in relation to a Party any company or legal entity which, directly or indirectly, Controls such Party or is Controlled by such Party, or that is directly or indirectly Controlled by a company or legal entity which Controls such Party.

“Control”: means the power of a person or legal entity, directly or indirectly (i) to exercise more than fifty (50) percent of the voting rights, or (ii) to appoint or dismiss more than fifty (50) percent of the members of the management board or of the supervisory board of a company, or (iii) to direct the management of a company through the exercise of majority votes at management and/or supervisory board meetings of such company.

“Representatives”: shall include, without limitation, directors, officers, employees, agents, consultants, advisors, or other representatives including legal counsel, accountants and financial advisers, prospective lenders, engineering or any other person acting on behalf of one of the Parties.

2. The Receiving Party shall keep all Confidential Information strictly confidential and in a secure place, properly protected against theft, damage, loss and unauthorised access (including access by electronic means) and will not disclose, copy, reproduce, distribute, reduce to writing

or otherwise make available in whole or in part the Confidential Information to anyone, without the prior written consent of the Disclosing Party. The Receiving Party will not use the Confidential Information obtained from the Disclosing Party for any other purpose than for the evaluation of the MCI, unless otherwise agreed between the Parties in writing beforehand.

3. The Receiving Party will not be under an obligation to keep confidential any Confidential Information which:

- a. was already in the lawful possession of the Receiving Party at the time of its disclosure;
- b. is or becomes a matter of public knowledge other than as a result of a breach of this Agreement; or
- c. is lawfully received by the Receiving Party from a third party; or
- d. was independently generated by the Receiving Party as evidenced by written records.

If only part of the exchanged Confidential Information falls under any of the above subsections, then only that part of the Confidential Information shall be excluded from the use and disclosure restrictions set out herein.

4. The Receiving Party is entitled to disclose Confidential Information on a “need to know” basis, to the extent such disclosure is reasonably necessary in respect of the MCI, to:

- a. its Affiliates and/or its Representatives, provided that such Affiliates and/or Representatives are bound by an obligation of confidentiality at least similar to and/or not less onerous than contained in the terms set out herein; or
- b. a national or European governmental authority or stock exchange, where such disclosure is required by law, regulation or order, provided that in such circumstances the Receiving Party shall (i) give the Disclosing Party prompt written notice of any such requirement, (ii) use its best efforts to limit or prevent any further disclosure or dissemination of Confidential Information so disclosed and (iii) communicate to the relevant authority that the information is to be treated confidentially.

5. The obligations and rights set out in this Annex I shall terminate by operation of law on 31 December 2026 and shall be exclusively governed by and construed in accordance with the Laws of Belgium. Any dispute in connection herewith shall be exclusively submitted to the jurisdiction of the competent court in Antwerp, Belgium.