General provisions
for renting area at the Port of Hanstholm

§ 1 Succession of and development of area
The lease is taken over as is and in the condition in which it is and exists.

The tenant has the right and, if the landlord issues a written order, is obliged to place a fence at his own expense within the boundary lines of the rented area. The fence must be in accordance with the type and color specified by the landlord in the above-mentioned order. The fence must be kept clean at all times and otherwise kept in good condition. Any doors and gates in the fence must not be able to be opened outwards. Expenses for any common fences shall be borne proportionately by the tenants whose areas border such fences.

In connection with the development, the tenant must pay all costs to various utility companies (e.g. electricity, water, gas, sewage) at his own expense. The tenant must obtain the necessary permits for this himself.

Construction of buildings, sheds, other stationary facilities, including silos, larger mechanical devices, other construction work or the like and placing advertising signs, etc. on the rented property may only be carried out with prior written consent from the landlord.

Costs in connection with fulfilling regulatory requirements regarding the tenant's own interior design and operation are borne by the tenant, and the tenant is responsible for obtaining the necessary regulatory approvals, etc. The tenant also obtains approval if this is required for later changes to the leased property.

Plans and detailed drawings, etc. for the buildings, facilities, etc. that are to be constructed, must be submitted to the landlord for written approval before work begins, with documentation that the necessary official permits have been obtained. Significant changes to the leased property and any external appearance of the buildings and facilities may only be made with prior written consent from the landlord. Public orders regarding the tenant's layout and use after the leased property has been handed over in accordance with the contract are irrelevant to the landlord and must be complied with by the tenant without expense to the landlord.

Gates, doors

If special foundation work is required during the construction of any buildings, facilities, etc., the tenant shall take care and be responsible for ensuring that no damage is caused to quay surrounds, nearby buildings, facilities, etc. by excavation, groundwater lowering, pumping out of construction pits, frame work or in any other way. Rams and the like may only be used with prior written consent from the landlord. The tenant assumes full liability for any damage to buildings, facilities, port structures and equipment, third parties or third party property that may arise as a result of the tenant's construction of buildings, facilities, etc., and the tenant is obliged to immediately stop the work if there is a risk that such construction work will cause damage to the port's or third party property.

If the tenant cannot use the public parking spaces at the port, the tenant must establish the necessary parking spaces for the company on the leased area. Parking and handling of products from the tenant's company may not take place in the streets and roads, etc. of the port.

§ 2 Use of the area
The area may only be used in accordance with the provisions set out in the contract. Where considerations of nearby quaysides or other

circumstances make it necessary, the lessor may set a maximum load on the area.

In general, only such goods and equipment may be stored on the area and in the buildings constructed thereon that are traded by sea or land by/to the company to which the area is leased.

Highly flammable goods and explosive substances, corrosive or smelly goods that may be unpleasant to the surroundings by their appearance or in any other way, or goods that are otherwise polluting, may not be stored unless the landlord and relevant authorities, including the environmental authorities, grant permission to do so. It is the tenant's sole responsibility to ensure that the necessary permits are in place.

No nuisance smoke, odor, dust or other form of pollution may be emitted from the area and no nuisance noise may be generated beyond what is necessary as a result of the use permitted in the contract, and no activity may be carried out on the area without the landlord's prior written permission that increases the fire risk for nearby businesses.

If the area is used for the storage of flammable or polluting goods, liquids or solids, the tenant is liable to compensate the landlord for any damage caused to the landlord thereby, regardless of whether the damaging event can be attributed to the tenant as intentional or negligent. This liability also includes cleanup after soil contamination, etc., which is discovered after the termination of the lease, and is not subject to limitation.

The tenant is similarly liable to the landlord for any damage to port facilities, equipment, vessels, tools and cargo, etc., caused by chemical and/or oil spills, discharge of oil or chemical-containing or other form of contaminated wastewater, or other pollution of the leased property, or pollution otherwise arising from the business operated on the leased property.

The tenant is liable for compensation for any damage to third parties caused by pollution caused by the tenant as part of the commercial or public activities carried out from the rented property, cf. the legislation in force at any time regarding compensation for environmental damage.

Tenants who, in their business, use or store tanks containing oil or chemicals that are buried or placed on the ground, and tenants who operate a business that at any time must be considered to be equivalent to the examples mentioned in the applicable legislation above, are covered by the liability for compensation.

With regard to force majeure, accidental circumstances, own fault, etc. regarding any damage other than pollution damage, reference is made to the general rules of Danish law in this area.

No changes in use may be made to the buildings that may be constructed on the area without prior written permission from the landlord.

§ 3 Relationship to surrounding streets. etc.

Loading and unloading to and from the area must not unnecessarily interrupt or significantly disturb traffic in the surrounding streets, etc. Fixed or mobile unloading devices that extend beyond the boundary lines of the leased area may not be erected without the prior written consent of the lessor. Devices of this and similar types that are permitted to be build may not, when out of use, extend beyond the quay or bulwark or in the street profile less than 5.0 m above the street surface.

Traffic in the port or on the quay must not be disturbed by the use of the devices beyond what is necessary under the circumstances. The tenant shall compensate for any damage or inconvenience caused to the port or a third party by the installation, presence, use or removal of the devices.

Placing unloading equipment and the like does not entail any preferential right to use the bulwark next to the leased property, but the lessor will always seek to provide the lessee with the best possible access to use the equipment.

After using the crane, solution hoppers, conveyors and the like, the tenant must clean the areas used and remove spilled material, etc. resulting from the activity carried out on the area.

§ 4 Cleaning of areas and streets

The tenant must keep the area clean and any roads, buildings, etc. on the leased area in an appropriate manner.

It is also the tenant's responsibility to keep the streets and roads on the area clean up to the center line, as required at all times by public regulations, including the police statute.

Unless otherwise agreed in this contract, the tenant is obliged to take over the obligations of the landowners in accordance with applicable laws and statutes.

Snow, ice and waste from the leased area may not be dumped on the port's squares, streets, roads or in the port's basins, unless the landlord gives prior written permission to do so.

§ 5 Maintenance of tenant's buildings, etc.
All maintenance and cleaning of the tenant's buildings and other facilities on the leased premises, including pipes and installations outside the boundaries, etc., is the responsibility of the tenant, so that it is always kept in good condition. Otherwise, the landlord may arrange for repairs at the tenant's expense.

§ 6 Other regulations and provisions
The tenant is at all times subject to the regulations and provisions that apply to the port, cf. in particular the rules and regulations applicable to the port, as well as the provisions prescribed by the authorities, including the planning and environmental authorities and the labor inspection.

The tenant obtains, at his own expense, any approvals from the authorities for the tenant's use of the leased property, and the tenant is responsible for ensuring that the leased property is continuously operated within the framework of the authorities' approval.

The tenant cannot assert liability for damages or other remedies for breach of contract against the landlord if it turns out that the authorities - for whatever reason - do not grant the necessary permits for the tenant's construction, use, establishment and operation of the business, etc.

§ 7 Landlord's dispositions in relation to tenants
The tenant must accept the inconveniences that arise from the execution of public works at the port outside the leased area and cannot claim compensation or deductions from the rent on such occasions.

It is particularly noted that the tenant must accept the entry and exit of the bulwark line in front of the leased area. The landlord is entitled to have electrical cables laid and to run water, gas, electricity and sewage pipes, tunnels, unloading devices, etc. over or under the leased area, against compensation to the tenant for any loss directly caused thereby, provided that the tenant is not thereby prevented from exercising the use of the area as authorized in the contract.

§ 8 If the landlord needs the area or parts of it
If during the lease period the lessor – in its capacity as a port – needs the leased area for port-related measures, e.g. for maintenance, improvement of the port or the port's facilities, the lessor may, regardless of any added non-termination, with 1 year's written notice, terminate the lease to terminate on one of the dates mentioned in the contract for payment of the rent, in return for providing the lessee with compensation for the buildings, etc. belonging to him, which are located on the leased area.

When determining compensation, the condition of the buildings at the time of termination shall be taken into account. If an amicable agreement on compensation cannot be reached, the compensation issue shall be decided by arbitration, cf. Section 25.

Instead of terminating and paying compensation as mentioned above, the landlord may, with 1 year's written notice to one of the dates mentioned in the contract for payment of the rent, choose to demand that the tenant's buildings and facilities be moved to another conveniently located area of approximately the same size, which the landlord is then obliged to designate, and in such a way that the landlord pays the moving costs together with other direct and documented expenses, however excluding operating losses or other indirect losses for the tenant by amicable agreement or determined by arbitration, cf. § 25.

If the landlord deems that minor concessions of the leased area for roads or the like are necessary - provided that, in the landlord's opinion, this does not prevent the tenant from using the leased area for the purpose - the tenant must accept this without the right to terminate or cancel the contract in exchange for compensation which, insofar as an amicable agreement cannot be reached, shall also be determined by arbitration, cf. Section 26.

§ 9 If buildings burn, are demolished or are not used
If buildings burn, are demolished or lie unused, the landlord is entitled to make a claim for the

construction of new buildings or the use of existing ones. If this has not happened within 6 months after the landlord has made the claim, the landlord may terminate the lease with 6 months' notice to one of the dates for payment of the rent mentioned in the contract.

§ 10 Landlord supervision
The landlord or the landlord's representatives are entitled to ensure that the area is only used in accordance with the provisions of the contract, and therefore always have access to the area.

If there are goods or objects that are not permitted to be stored on the premises, the landlord is entitled, after a vain written request, to have these removed at the tenant's expense.

If, in the landlord's discretion, the tenant fails to fulfill his obligations with regard to maintenance, cleaning or the like at any point, the landlord is entitled, after the expiry of a reasonable period set by the landlord for the correction of the situation, to have the necessary measures carried out at the tenant's expense.

§ 11 Handover at the end of the lease – deposit
The tenant undertakes, unless otherwise agreed in writing with the landlord, to hand over the area at the end of the lease in the same condition as it was taken over, and completely cleared – including buildings, foundations and installations of any kind – and free from soil contamination and other forms of pollution, cf. Section 2, subsections 3 and 4.

Failing this, the landlord is entitled to have the area tidied up and cleaned at the tenant's expense.

Provisions for handing over the area can be stipulated in the contract.

As security for the above obligations, a deposit equivalent to 6 (six) months' rent excluding VAT is provided upon conclusion of the contract.

Security can be provided either as a bank guarantee, in which case this must be approved by the landlord, or as a cash amount that bears interest at the deposit rate at the landlord's bank.

The size of the deposit is regulated in line with the area rent.

Deposits and other amounts due to the landlord will be withheld if the landlord is required to clear the area, conduct environmental surveys of the rented property and later undertake any pollution control.
If pollution is detected on the rented property, the landlord may demand the immediate establishment and implementation of preventive measures to prevent the spread of pollution and combat it.

If the pollution detected does not require immediate intervention, the landlord and tenant may, provided that the landlord does not require immediate implementation of pollution control, agree that the tenant will provide a fully covering bank guarantee in a recognized bank for later clean-up. The clean-up will then be carried out at a later date notified in writing by the landlord to the tenant.

If the rented property does not meet the condition specified above at the time of vacating, the landlord may demand payment for services in accordance with the contract for the period spent on the renovation, including any pollution control.

§ 12 Sublease
Subletting or any other form of transfer of the use of the leased area or any part thereof, as well as of leaks in any buildings belonging to tenants on the area - for or without consideration - may not take place without the landlord's prior written approval.

The landlord can only approve subletting for port-related businesses.

Approval of subleases to port-related businesses can only be refused taking into account the subleaser's financial circumstances or for other objective reasons relevant to the port.

§ 13 Rent payment
The rent is due in advance of the dates specified in the contract.

§ 14 Rent regulation
Regardless of any non-terminability, the landlord may adjust the area rent in force at any time on 1 January with the percentage change in the net price index or equivalent price index. Adjustments shall be made for the first time on 1 January after the lease comes into force, based on the changes in the October net price index in the previous year.

§ 15 Insurances
The tenant insures any buildings on the leased property and any operating equipment and operating personnel, etc. associated with the tenant's use of the leased property, including building fire insurance. The insurance covers any damage to the landlord's property, to third parties or third party property that can be attributed to the tenant's use of the leased property, with the exception of environmental damage insurance.

§ 16 Taxes and dues
The rent is set taking into account that the landlord pays the current land taxes on the area, while current and future taxes and dues on the buildings, etc., erected by the tenant on the area are paid by the tenant.

The tenant also pays the leasehold's share of future taxes and dues, including increases in:

a) Taxes, surcharges and other dues, including property taxes.

b) All dues and external charges of any kind relating to the operation and administration of the leased property, including environmental supervision, wastewater charges, water charges, any contributions to sewerage, waste disposal charges, any road charges, measures relating to changes to the port's basins, special port measures that may either be imposed as connection charges and/or annual contributions, etc., from outside the public sector.

c) Contributions imposed by the public sector for special purposes, e.g. oil pollution in the port, etc.

Any fees/contributions imposed on the port from outside, one-off contributions and any construction costs, shall be paid by the tenant equally over 5 years, unless otherwise agreed in the contract. The amount shall bear interest at the discount rate applicable at any time.

§ 17 Reclassification
If developments at the port in the form of improvements to the infrastructure, for the benefit of both the port and the users, make it necessary to carry out a reclassification, such a reclassification can be carried out with 6 months' notice to the 1st of a month. A reclassification can take effect no earlier than 5 years after the lease comes into force.

A reclassification may not involve rent increases exceeding 20% of the rent at the time the reclassification is implemented.

After a reclassification has been made, a new reclassification may not take place until after the expiry of a 5-year period, calculated from the date the previous reclassification came into effect.

§ 18 Turnover guarantee
The turnover guarantee applies to companies that need access to quays, terminals, etc. in connection with their activities.

The tenant undertakes to allow the movement of goods (import and/or export) on the leased area to take place preferably via the quay in the port.

The tenant guarantees the landlord that his business on the leased area will annually contribute to the port’s ship and goods dues of a more precisely defined amount, ship and goods dues corresponding to (a percentage) of the annual rent or a more precisely defined goods turnover.

The amount of the turnover guarantee is stipulated in the rental contract.

The turnover guarantee automatically increases proportionally in accordance with the rent applicable at any given time, cf. §14.

The turnover guarantee is calculated for the period January 1 – December 31.

In the event of the lease ending or commencing within a period, the turnover guarantee is calculated in relation to the elapsed or commenced period.

If the tenant has contributed more revenue to the port than the guaranteed amount in a year, he may demand reimbursement, within the surplus value, of what he has had to reimburse the lessor for the most recent guarantee period because the guarantee has not been reached.

If the tenant has in the same way provided the port with less revenue than the guaranteed revenue for one year, he is exempt from paying the landlord

compensation for the shortfall, to the extent that he has provided the port with more revenue than the guaranteed revenue during the most recent guarantee period.

The tenant is obliged to inform once a year, and if requested by the landlord, to document the amount of goods transported in the past year - by land and sea - to and from the business located on the premises, broken down by type of goods.

§ 19 Contact to the tenant
If the tenant does not have his daily or regular access to the port, he must ensure in some other way that he can receive messages and instructions from the port.

§ 20 Legal notices
Legal notices to the tenant may be validly served on the leased area at any time, regardless of which of the tenant's people are present.

§ 21 Default
If the rent, or any other fee or service stipulated in the contract, is not paid 8 days after the due date, despite a demand by registered letter, or if the tenant otherwise materially breaches the contract, the landlord is entitled to terminate the lease, and in that case the tenant is obliged to vacate immediately and without compensation within a period set by the landlord, including cleaning the area as stated in § 11. Alternatively, the landlord may choose to take the necessary measures at the tenant's expense instead of termination.

If the tenant does not comply with such a requirement, the landlord may, at the tenant's expense, have the bailiff take possession of the leased property. The tenant is in all cases obliged to pay rent for the period for which the lease could be terminated by him with ordinary notice, and to compensate the landlord for any loss resulting from the breach. However, what the landlord gains or should have gained from the use of the area within the above-mentioned period shall benefit the tenant.

§ 22 Value added tax
Rent, deposit and other services under the contract are subject to value added tax in accordance with the regulations in force at any time.

§ 23 Land registry
The tenant is entitled to have the contract registered on the leased property at his own initiative. Upon termination of the contract, the landlord is entitled to have the lease contract cancelled, as the tenant's/landlord's notice of termination serves as proof of identity.

§ 24 Contract copy for the tenant
The contract drawn up for the lease remains in the landlord's possession, while the tenant is given a certified copy of the contract.

§ 25 Costs for establishing the contract, etc.
The costs associated with the creation, stamping and registration of the contract, as well as the marking of the area, any registration and calculation, are borne by the tenant.

Marking, area calculation and the like are carried out by the land surveyor appointed by the landlord.

§ 26 Arbitration
Any doubts regarding the lease contract will be resolved by an arbitration court established for the purpose, to which the port authority and the tenant each elect one member, while the local lower court judge acts as umpire.