

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NCP US TERMINALS LP,

Plaintiff,

v.

C.A. No. 2024-1338-KSJM

ODFJELL TERMINALS US
HOLDINGS LLC, ODFJELL
TERMINALS B.V., ODFJELL
TERMINALS US HOLDINGS AS,
and ODFJELL TERMINALS
AMERICAS LLC,

Defendants.

FINAL ORDER AND JUDGMENT

WHEREAS, on December 23, 2024, Plaintiff NCP US Terminals LP (“Northleaf” or “Plaintiff”) filed a Verified Complaint in this Court commencing this action against Defendants Odfjell Terminals B.V., Odfjell Terminals US Holdings AS, and Odfjell Terminals Americas LLC (“Odfjell” or “Defendants”);

WHEREAS, on July 31, 2025, Northleaf filed a Third Amended Complaint containing five Counts: Count I (“Judicial Dissolution of the Company”); Count II (“Breach of Contract” LLCA Section 5.1(a)); Count III (“Breach of Contract” LLCA Section 6.1(c)); Count IV (“Breach of Implied Covenant of Good Faith and Fair Dealing”); and Count V (“Declaratory Judgment”; (i) Odfjell default under LLCA

Sections 5.1(a), 6.1(c), and the implied covenant of good faith and fair dealing); (ii) failure of Odfjell to cure under LLCA Section 12.3(a); and (iii) Northleaf right to issue a Call Notice to Odfjell under LLCA Section 12.4));

WHEREAS, on August 14, 2025, Odfjell filed a motion to dismiss Count I of Northleaf's Third Amended Complaint ("Judicial Dissolution of the Company") pursuant to Court of Chancery Rule 12(b)(1), and Count IV of Northleaf's Third Amended Complaint pursuant to Court of Chancery Rule 12(b)(6);

WHEREAS, on August 14, 2025, Odfjell deferred argument on its motion to dismiss Count I under Rule 12(b)(1) and its motion to dismiss Count IV under Rule 12(b)(6) until trial and post-trial briefing;

WHEREAS, the Court held trial on this case from September 2–5, 2025 in Wilmington, Delaware;

WHEREAS, on August 6, 2026, the Court issue its Post-Trial Memorandum Opinion.

NOW, THEREFORE, for the reasons set forth in the Court's August 6, 2026, Post-Trial Memorandum Opinion, IT IS HEREBY ORDERED AND DECREED:

1. On COUNT I of Plaintiff's Third Amended Complaint: Judgment is entered AGAINST PLAINTIFF and IN FAVOR OF DEFENDANTS.

2. On COUNT II of Plaintiff's Third Amended Complaint: Judgment is entered AGAINST PLAINTIFF and IN FAVOR OF DEFENDANTS.

3. On COUNT III of Plaintiff's Third Amended Complaint: Judgment is entered AGAINST PLAINTIFF and IN FAVOR OF DEFENDANTS.

4. On COUNT IV of Plaintiff's Third Amended Complaint: Judgment is entered AGAINST PLAINTIFF and IN FAVOR OF DEFENDANTS.

5. On COUNT V of Plaintiff's Third Amended Complaint: Judgment is entered AGAINST PLAINTIFF and IN FAVOR OF DEFENDANTS.

6. The Prayers for Relief asserted in Plaintiff's Third Amended Complaint are DENIED.

7. Defendants' Motion to Dismiss Count I of Plaintiff's Third Amended Complaint pursuant to Court of Chancery Rule 12(b)(1) is DENIED.

8. Defendants' Motion to Dismiss Count IV of Plaintiff's Third Amended Complaint pursuant to Court of Chancery Rule 12(b)(6) is DENIED as MOOT because judgment is entered in favor of Defendants on Count IV.

9. Pursuant to Chancery Court Rule 54(d) Plaintiff shall pay Defendants their costs in the amount of \$29,313.87.

10. The Parties shall bear their own fees and expenses.

IT IS SO ORDERED this 28th day of August 2026.

/s/ Kathaleen St. J. McCormick

Chancellor