Operator Gazociągów Przesyłowych Gaz-System S.A.

Floating Storage and Regasification Unit Code - operation of the Floating Storage and Regasification Unit in the Port of Gdańsk

Warsaw, 06 June 2023

1. TABLE OF CONTENTS

2. DEFINITIONS AND UNITS

2.1 Definitions

Breakdown, Emergency Situation	Situation causing: (i) loss of Terminal technical operability, (ii) direct threat to life, health, property and the environment, (iii) sudden need to prevent the above-mentioned threats or the need to take action in order to avoid them and remedy their consequences, resulting in restrictions of LNG Unloading, Process Storage of LNG, Regasification, delivery of Gaseous Fuel to the Exit Point or provision of Additional Services.
Gas Reference Price (GRP)	Weighted average price of Gaseous Fuel purchased by the TSO, published on the TSO's website and determined in accordance with the methodology specified in TNC.
Quantity Certificate	Document specifying the Discharged LNG Quantity and LNG quality parameters binding upon the Terminal User and Terminal Operator.
Cargo Information Notice	Certificate issued upon loading of the LNG carrier, with the content specified in clause 6.6.1.
Port Operations	Services: (i) provided to the LNG carrier owner or operator, in particular in connection with the LNG carrier's call at the Port and in connection with the LNG carrier's entry to or exit from the Port, including pilotage and towing services, (ii) forwarding services relating to the Cargo - other than unloading and the qualitative and quantitative measurement of LNG.
Long-Term Regasification Services	Regasification Services rendered under the Regasification Agreement in the period longer than 1 (one) Gas Year, subject to provisions specified in clause 4.1.17.
Gas Day	Period from 6:00 a.m. on a given day to 6:00 a.m. on the following day.
Business Day	From Monday through Friday except bank holidays.
FSRU	Floating Storage Regasification Unit (FSRU) capable of offloading LNG, process storage and regasification of LNG and also providing Additional Services;
Commercial Settlement Report	Document drawn up by the FSRU Terminal Operator containing information concerning the provision of Regasification Services and Additional Services by the FSRU Terminal Operator to the FSRU Terminal User during the Settlement Period.
Schedule of Calls	Framework Schedule of Calls or Monthly Schedule of Calls
FSRU Code	Operation and maintenance code issued by the Operator, concerning the Floating Storage Regasification Unit located in the Port of Gdańsk (FSRU Terminal) including the FSRU Terminal use regulations binding upon all Terminal Users.

LNG Carrier Approval Procedure	The procedure specified in clause 3.4.1.8 i 6.1.4, serving as a basis for vetting (compatibility) report.
Marine Operations Instruction	The procedure specified in clause 3.4.1.9 and 6.1.5, containing information on safety procedures and rules in force at the FSRU Terminal, supplementary information for LNG carrier approval (vetting) procedure checking its compatibility with the Terminal's facilities, technical information on the offshore part of the FSRU Terminal, the mooring plan, the mooring equipment and the unloading system, information on emergency procedures.
TNC	Instructions for Traffic and Operation of the Transmission Network applied by the Transmission System Operator (TSO).
Short-term Regasification Services	Regasification Services rendered under the Regasification Agreement in the period longer than 1 (one) Gas Year, subject to provisions specified in clause 4.1.17.
LNG, Liquefied Natural Gas	Liquefied natural gas - a liquid product consisting mainly of methane, obtained from natural gas by cooling it to a temperature of approximately -159°C, with quality parameters determined in accordance with the FSRU Terminal Code.
Cargo	LNG Quantity on the LNG carrier to be delivered to the Terminal.
Gas Month	Period from 6:00 a.m. on the first day of the given month (M) to 6:00 a.m. on the first day of the following month (M+1).
Monthly Schedule of Calls	Schedule of LNG cargo deliveries to the FSRU Terminal applicable for the period of one Gas Month.
Minimum Regasification Capacity	Minimum hourly quantity of Gaseous Fuel under Normal Conditions that the Terminal User is obliged to collect at the Exit Point.
Contractual Capacity	Maximum hourly quantity of Gaseous Fuel expressed in energy units (kWh/h) under Normal Conditions that may be collected by the Terminal User at the Exit Point.
Nomination	Declaration of the Terminal User submitted to the Operator regarding the quantity of Gaseous Fuel to be delivered to the Exit Point within a specified time.
Settlement Period	Unless otherwise specified in the Tariff, 1 (one) Gas Month for which settlements for Regasification Services and Additional Services will be made.
Operator	Operator Gazociągów Przesyłowych Gaz-System S.A. or another energy company providing LNG unloading, Process Storage and regasification, in charge of the FSRU Terminal operation.
Transmission System Operator (TSO)	Operator Gazociągów Przesyłowych GAZ- SYSTEM S.A. designated as TSO by he decision of the President ERO.
GT&C (General Terms and Conditions)	General Terms and Conditions of the Regasification

	Agreement, i.e. a document which, in accordance with the contents of the Framework Agreement together with the TNC and the Tariff, regulates in detail the rights and obligations of the Parties and the rules for providing Regasification Services not regulated in the Framework Agreement.
Gaseous Fuel	Methane-rich natural gas processed as a result of regasification of LNG with the qualitative parameters specified in clause 6.5.4.
Technical Parameters of LNG Carrier	Volume, length, width, draft, type of manifolds, technical parameters of unloading equipment (including pumps together with their capacity) installed on the LNG carrier.
Unloading Platform	The hydroengineering infrastructure in the Port of Gdańsk, where the FSRU is moored with associated systems and facilities, in particular dolphins, fenders, hooks, technical lighting, navigation equipment and Pilot Navigation and Docking System (PNDS), excluding the technological infrastructure for the transmission of Gaseous Fuel being a part of the Transmission System.
Obliged Entities	Entities obliged to protect information obtained in connection with the procedure of concluding and performing the Regasification Agreement, including Corporate Secret and classified information, i.e. the Operator, the entity applying to enter into the Regasification Agreement and the Terminal User.
Port/Unloading Port	Water and land areas with the related appurtenant port infrastructure located within the administrative boundaries of the port in Gdańsk.
President of ERO	President of Energy Regulatory Office
FSRU Open Season Procedure	The procedure concerning the first-time provision of the Regasification Services by the planned liquefied natural gas facility including the FSRU located in the Port of Gdańsk, and conclusion of a Regasification Agreement.
Process Storage	Storage of Liquefied Natural Gas in a storage tank installed in the LNG system in the period between the unloading of the Liquefied Natural Gas delivery until its collection from the facility after reloading, loading or following its regasification.
Process Storage Program	Schedule specifying the maximum and minimum LNG volume of the Unloaded Quantity of LNG which may be stored in Terminal tanks within the specified time (Gas Days).
LNG Point of Delivery	Place of LNG supply from the LNG carrier to the Terminal is located on the connecting flange between the LNG carrier's manifold and the FSRU Terminal unloading hose.
Exit Point	Place of collection of Gaseous Fuel from the Terminal and Gaseous Fuel supply from the FSRU Terminal to the Transmission System located at the connecting flange of the manifold to the high pressure (HP) arm used for the offloading of Gaseous Fuel from the FSRU and being a part of the Transmission System.

Laytime *[PL: Ramy Czasowe Rozładunku]*	LNG carrier offloading operation lasting 48 (forty-eight) hours which begins when the LNG carrier is moored alongside the FSRU ("*all fast*" command) but not earlier than upon the commencement of the Slot for a given LNG carrier, unless the Operator consents to an earlier start, taking into account the applicable provisions of the FSRU Terminal Code.
Arrival Timeframe	Period of 24 (twenty-four) hours starting at 6:00 a.m. of the Gas Day, preceding the first Gas Day of a Slot for which the Notice of Readiness is submitted.
Framework Schedule of Calls	Framework annual schedule of LNG deliveries to the FSRU Terminal specified on the principles described in the FSRU Code and the Regasification Agreement.
Renomination	Modification of the Nomination
Gas Year	Period from 6:00 a.m. on January 1 of the current year (Y) to 6:00 a.m. on January 1 of the following year (Y+1).
Separated Contractual Capacity	Additional Service not constituting an independent service, but an additional service to the Regasification Services, including additional regasification capacity, provided by the Operator pursuant to the provisions of the FSRU Terminal Code, Tariff or Tariff Regulation, referred to in the Tariff Regulation as the provision of Separated Contractual Capacity of the liquefied natural gas facility.
Separated Process Storage	Additional Service not constituting an independent service, but an additional service to the Regasification Services including additional Process Storage, provided by the Operator pursuant to the provisions of the FSRU Terminal Code, Tariff or Tariff Regulation, referred to in the Tariff Regulation as the provision of Separated Contractual Capacity of the liquefied natural gas.
Tariff Regulation	Ordinance of the Minister of Energy of 15 March 2018 on the detailed principles of determination and calculating tariffs and settlements in gas fuel trade (consolidated text in Journal of Laws of 2021, item 280, as amended).
Force Majeure	Event or circumstance beyond the control of a Party and which could not have been prevented despite taking necessary actions which are expected to be performed by the Operator or Terminal User, respectively, taking into account the professional nature of their activity, as a result of which the Party affected by such event is not able to perform one or more of its obligations arising from the Regasification Agreement. Force Majeure shall be understood as natural disasters and acts of God (e.g. hurricanes, fires, floods, earthquakes), events resulting from any acts of public authority, riots, strikes, civil unrest, acts of terror, piracy or sabotage, acts of war (including civil war).
Slot	Entitlement of the Terminal User to use the package of services specified in clause 4.1.6 at the times specified in clause 4.1.7 and on the dates specified in the Schedule of Calls.
Surveyor / Independent Surveyor	Entity selected by the Terminal User from the list published on the Operator's website, in charge of the verification of the

	quantity of LNG during the LNG carrier unloading, as well as issuing, e.g. the report on the quantity and quality of the unloaded LNG.
Unloading Berth	Equipment and structures located in the FSRU Terminal for mooring the LNG carrier and unloading LNG from the carrier moored alongside the FSRU.
Party	Terminal User or Operator.
Parties	Terminal User and Operator jointly.
Transmission System	High pressure gas network, excluding upstream and direct gas pipelines, the operation of which is the responsibility of the TSO.
LNG Carrier	Carrier designed for LNG transport, used to deliver LNG for the Terminal User.
Business Secret	The Information specified in clause 13.1.2.
Tariff	List of prices, charges and conditions for their application developed by the Operator approved by the President of ERO, if such approval is required by law and introduced as binding in settlements with Terminal Users.
FSRU Terminal	The LNG facility located in the Port of Gdańsk, including the Floating Storage Regasification Unit (FSRU) capable of offloading LNG, process storage and regasification of LNG and also providing Additional Services, the Unloading Berth and Unloading Platform.
Framework Agreement	An Agreement of a framework nature, the subject matter of which is not allocating any Terminal Capacity, but the determination of the rights and obligations of the Parties involved in the provision of Regasification Services following the receipt of a Regasification Order, or Regasification Services and Additional Services following the receipt of a Regasification Order and an SPS Order or SCC Order or an order for the provision of other Additional Services.
Regasification Agreement	Framework Agreement with GT&Cs and: (i) Regasification Order, or (ii) Regasification Order and the SPS Order or the SCC Order, the subject matter of which is the provision of Regasification Services or the provision of Regasification Services and Additional Services, concluded between the Terminal User and the Operator.
Additional Services	Services provided by the Operator including Separated Process Storage and Separated Contractual Capacity as defined in the LNG Terminal Code, the Regasification Agreement and the Tariff or Tariff Regulation.
Regasification Services	Services of a package nature provided by the Operator and consisting of unloading LNG from the LNG carrier to the FSRU tanks, Process Storage of the Discharged LNG Quantity in the FSRU tanks and regasification of LNG and delivery of Gaseous Fuel to the Exit Point.

Energy Law Act	Act of 10 April 1997 - Enery Law (consolidated text Journal of Laws of 2022, item 1385, as amended).
Terminal User	Natural or legal person or unincorporated body having legal capacity which concluded Framework Agreement with the Operator.
Normal Conditions	Reference conditions for settlement purposes: absolute pressure of 101.325 kPa and temperature of 273.15 K.
SCC Application	Application for allocation of Separated Contractual Capacity.
SPS Application	Application for allocation of Separated Process Storage capacity.
Discharged LNG Quantity	Discharged LNG Quantity from the LNG carrier determined in accordance with the provisions of the FSRU Terminal Code and the provisions of the Regasification Agreement.
LCR	Percentage rate of LNG consumption required for the regasification of the Discharged LNG Quantity, published at the Operator's website.
Congestion Management	Activity performed by the Operator as part of the provided Regasification Services aimed at ensuring optimum utilization of the Terminal Capacity while taking into consideration the integrity and safe operation of the facility.
Approved Nomination	Nomination approved by the Operator in accordance with the procedure specified in the FSRU Terminal Code.
Terminal Capacity	Capacity specified for the FSRU Terminal which may be offered by the Operator for unloading, Process Storage and regasification of LNG and provision of Additional Services.
Order	Regasification Order, SPS Order, SCC Order or orders concerning the provision of other Additional Services.
Regasification Order	Regasification Order on the basis of the Framework Agreement specifying the period of service provision, technical parameters and other terms and conditions of providing the Regasification Services.
SCC Order	Document containing the acceptance of SCC Application by the Operator.
SPS Order	Document containing the acceptance of SPS Application by the Operator.

2.2 Measurement Units applied

Volume cubic meter (m^3);

Temperature degree Celsius, (^oC), Kelvin (K);

Time hour (h);

Length	meter (m), inch;
Energy	Watt hour (Wh) and its derivatives (e.g. kWh – kilowatt hour), British Thermal Unit (BTU) and its derivatives (e.g. MMBTU – million BTU), joule (J) and its derivatives (e.g. MJ – megajoule), kWh, should the data be provided in BTU, the rate for the conversion shall be: 1 MMBTU = 293,071 kWh;
Mass:	gram (g) and its derivatives (e.g., kg – kilogram, mg – milligram, µg – microgram);
Pressure	Pascal (Pa) and its derivatives (e.g., MPa – megapascal, mbar - milibar).

2.3 List of Abbreviations

BOG	Boil Off Gas
CEREMP	Centralised European Register of Energy Market Participants maintained by the Agency for the Cooperation of Energy Regulators (ACER) established under the REMIT Regulation.
CTMS	Custody Transfer Measurement System
EIC	Energy Identification Code
ESD	Emergency shutdown
ETA	Estimated Time of Arrival
GIIGNL	Groupe International des Importateurs de Gaz Naturel Liquéfié / International Group of Liquefied Natural Gas Importers
GIIP	Gas Inside Information Platform
TNC	Transmission Network Code
LNG	Liquefied Natural Gas
TSO	Transmission System Operator
PSP	Process Storage Program
SCC	Separated Contractual Capacity
SPS	Separated Process Storage

ERO	Energy Regulatory Office
LCR	Rate of LNG consumption required for the regasification process.

3. GENERAL PROVISIONS

3.1 Introduction

3.1.1 The Operator provides Regasification Services and Additional Services to the Terminal User under the Regasification Agreement in accordance with the terms and conditions set forth hereunder, in the applicable Order, FSRU Terminal Code and the Tariff.

3.1.2 The subject matter of the Regasification Agreement shall include the provision of Regasification Service only or Regasification Services and Additional Services. The Regasification Agreement shall not cover the provision of services of the Transmission System downstream the FSRU Terminal Exit Point, or the provision of other services not covered by the Regasification Agreement, in particular the Gas Transmission Operator Gaz-System S.A. as the Operator pursuant to the Regasification Agreement shall not be liable for the proper operation of the Gas Transmission System and any Port Operations. Notwithstanding the above, the Gas Transmission System Operator Gaz-System S.A. as TSO shall be responsible for the Transmission System within the scope specified in the TNC and applicable agreements concluded by the Gas Transmission System Operator Gaz-System S.A. as TSO.

3.1.3 The FSRU Terminal Code is delivered to Terminal Users upon the conclusion of the Framework Agreement and published on the Operator's website.

3.1.4 Under the Framework Agreement concluded with the Operator, the Terminal Users are obligated to abide by all provisions of the FSRU Terminal Code.

3.1.5 The FSRU Terminal Code and supplementary documents are in the Polish language version.

3.1.6 The version of the FSRU Terminal Code in force and previous versions of the FSRU Terminal Code are published on the Operator's website.

3.1.7 The standards referred to in the contents of the FSRU Terminal Code shall be understood as the standards directly referred to herein or the standards which superseded them.

3.2 Rights and obligations of the Operator

3.2.1 By applying objective and transparent rules ensuring equal treatment of the Terminal Users and taking into consideration the requirements of environmental protection, the Operator’s accountability shall include but is not limited to:

3.2.1.1 safety of the FSRU Terminal's operations,

3.2.1.2 performance of the Regasification Agreements entered into with the Terminal Users;

3.2.1.3 operation, maintenance and repairs of the Terminal implemented in a manner ensuring reliable operation;

3.2.1.4 cooperation with the TSO, power companies and entities participating in port and maritime trade ensuring reliable and effective operation of the FSRU Terminal;

3.2.1.5 offering Terminal Capacity;

3.2.1.6 providing Regasification Services and Additional Services;

3.2.1.7 FSRU Terminal Congestion Management;

3.2.1.8 providing the Terminal Users, the TSO and entities interested with information on the terms and conditions of providing Regasification Services and Additional Services.

3.2.2 The Operator provides Regasification Services and Additional Services in such a manner as to ensure integrity and proper functioning of the Terminal.

3.2.3 In the event of an Emergency Situation, the Operator shall take necessary action in order to restore proper functioning of the Terminal

3.2.4 The Operator shall publish on the website the information specified in Regulation (EC) 715/2009 of the European Parliament and of the Council of July 13, 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005 The Operator shall provide all necessary information to the Agency for the Cooperation of Energy Regulators (ACER) and other competent authorities in accordance with applicable legislation, including Regulation (EU) 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency ("the REMIT Regulation") and applicable secondary legislation.

3.3 Rights and obligations of the Terminal User

3.3.1 The Terminal User shall use Regasification Services or Additional Services in accordance with the rules stipulated by law, in the FSRU Terminal Code and in the Regasification Agreement. The Terminal User shall be obligated to pay the Operator the fees specified in the Tariff, the FSRU Terminal Code and the Regasification Agreement.

3.3.2 The Terminal User using Regasification Services or Additional Services shall be obligated to observe the provisions of the FSRU Terminal Code and the Regasification Agreement, in particular to:

3.3.2.1 deliver LNG for unloading with the quality parameters specified in clause 6.5;

3.3.2.2 submit the relevant Nominations, in accordance with the Process Storage Program and collect Gaseous Fuel at the Exit Point in quantities specified in Approved Nominations;

3.3.2.3 not to exceed the Contractual Capacity and observe the Minimum Regasification Capacity,

3.3.2.4 take into account the limitations imposed by the Operator in accordance with the provisions of the FSRU Terminal Code in its submitted Schedules of Calls and Nominations:

3.3.2.5 immediately inform the Operator of any changes in the formal and legal terms and conditions forming the basis for the conclusion of the Regasification Agreement as long as they are of material importance for the Regasification Services being provided;

3.3.2.6 ensure the possibility of round-the-clock contact with the Terminal User in the event of emergency events affecting the provision of Regasification Services or Additional Services,

3.3.2.7 immediately perform instructions given by the Operator's dispatching services, which may concern the LNG carrier's berthing at the Port, including alongside FSRU, and efficient and safe unloading;

3.3.2.8 ensure the performance of instructions of the Operator's dispatching services by the LNG carrier's Master or entities acting on instruction or on behalf of the Terminal User.

3.4 Supplementary documents

3.4.1 The supplementary documents comprise the following:

3.4.1.1 Application form for the conclusion of the Framework Agreement;

3.4.1.2 Application form for the acceptance of Regasification Order;

3.4.1.3 Regasification Agreement Template;

3.4.1.4 Regasification Order Template;

3.4.1.5 GT&C (General Terms and Conditions)

3.4.1.6 SPS Application Form;

3.4.1.7 SCC Application Form;

3.4.1.8 LNG Carrier Approval Procedure with appendices;

3.4.1.9 Marine Operations Manual with appendices;;

3.4.1.10 The Customised Cargo Approval template referred to in 4.1.9.

3.4.2 Supplementary documents are published on the Operator's website. Supplementary documents do not constitute attachments to the FSRU Terminal Code, in particular they do not constitute an amendment to the FSRU Terminal Code. The Regasification Order constitutes an appendix to the Framework Agreement.

3.4.3 The Operator shall inform Terminal Users of any amendments to the documents specified in clauses 3.4.1.5 - 3.4.1.10 and send the amended documents to Terminal Users.

3.5 Criteria for the safe operation of the FSRU Terminal

3.5.1 The Operator has adopted the following criteria for the safe operation of the FSRU Terminal:

3.5.1.1 maintaining Terminal Capacity reserve to provide additional dispatch capacity during periods of increased demand;

3.5.1.2 redundancy philosophy (n+1) with regard to key infrastructure components based on the following assumptions:

3.5.1.2.1 philosophy assuming redundancy in Terminal equipment aimed at achieving the assumed reliability and availability of all Terminal

equipment, in particular the key items such as primary pumps, standby pumps, vaporisers, etc.;

3.5.1.2.2 the performance of an individual item of equipment shall meet the technical requirements of the functional area are met even in the event of failure and/or stoppage of one of the units or assemblies;

3.5.1.2.3 redundant equipment assemblies automatically switch between normal operation and back-up,

3.5.1.3 provision of periodically available storage capacity for Process Storage purposes;

3.5.1.4 maintaining the quality parameters of the Gaseous Fuel specified in the FSRU Terminal Code and TNC.

3.5.2 In order to meet the criteria specified in clause 3.5.1 and ensure the performance of the Regasification Agreements, the Operator shall:

3.5.2.1 develop procedures to be followed in the event of an Emergency Situation in the FSRU Terminal;

3.5.2.2 prepare, under agreements with operators of other gas transmission systems, in particular the TSO, procedures to be followed in the event of interruptions to the operation of these systems, in particular the Transmission System;

3.5.2.3 maintain monitoring and metering systems, control and telemetric systems and facility instrument automation systems to ensure immediate response to threats that may arise in the FSRU Terminal;

3.5.2.4 maintain the Terminal's equipment, installations, systems and facilities in good state of repair and working order in accordance with applicable regulations, perform operational supervision and ensure permanent technical crew on standby; take immediate action in case of emergencies;

3.5.2.5 perform technical condition assessment of the FSRU Terminal, the results of which are taken into account when planning investment and overhaul.

3.6 Quality standards of Terminal User service

3.6.1 With respect to quality standards of services provided to Terminal Users, the Operator shall:

3.6.1.1 provide information concerning settlements and the current Tariff free of charge;

3.6.1.2 Receive applications and complaints from Terminal Users concerning settlement rules;

3.6.1.3 examine applications or complaints of Terminal Users concerning the settlement rules within 14 days of the date of receipt of such application or complaint, with the proviso that in the case of an application or complaint which requires inspections or measurements, the 14-day period shall be counted from the date of completion of such inspections or measurements;

3.6.1.4 perform the checks of LNG and Gaseous Fuel quality parameters referred to in clause 6.8.11 and 7.6.2, and shall cover the costs of testing the quality parameters specified in these provisions of the Terminal Code;

3.6.1.5 grant a discount to the Terminal User in the amount and by the deadline stipulated in the Tariff, in cases stipulated therein, in particular for the Operator's failure to meet the service quality standards and for limiting the Contractual Capacity;

3.6.1.6 provide the Terminal User, upon request, with information about the anticipated date of Failure repair and remedying disruption to Terminal operation;

3.6.1.7 make efforts to repair Failures which occurred in the Terminal and to remedy any disruption to the Terminal operation without undue delay;

3.6.1.8 notify in writing, by telephone or by any other means of telecommunication, of the dates and duration of planned interruptions to Terminal operations;

3.6.1.9 undertake, against a fee, appropriate actions in the Terminal to enable the Terminal User or another entity to safely perform the works in the Terminal's area of impact.

4. GENERAL TERMS AND CONDITIONS OF THE PROVISION OF SERVICES

4.1 Scope services provided

4.1.1 The Operator provides Regasification Services and Additional Services.

4.1.2 Regasification Services and Additional Services are provided to the extent allowed by the technical capacity of the FSRU Terminal, technical parameters of the equipment installed on the LNG carrier (especially the pumps) and in the Transmission System at the Exit Point.

4.1.3 The Operator divides the Terminal Capacity into Slots within which it provides either Regasification Services or Regasification Services and Additional Services.

4.1.4 Regasification Services are of a package nature and consist of:

4.1.4.1 unloading LNG from the LNG carrier into the Terminal tanks,

4.1.4.2 Process Storage of the Discharged LNG Quantity into the Terminal tanks,

4.1.4.3 Regasification of LNG,

4.1.4.4 Delivery of the Gaseous Fuel to the Exit Point.

4.1.5 Regasification services shall be provided within the Slots, with the regasification process at the rate of not less than 60,000 (sixty thousand) m^3/h, corresponding to at least 670,620 kWh/h, subject to clauses 5.4.2.2 and 7.2.22

4.1.6 The Slot includes the Terminal User's right to:

4.1.6.1 one unloading of LNG from an LNG carrier approved by the Operator;

4.1.6.2 Process Storage, in accordance with the Process Storage Program, during the Slot period, subject to clause 4.1.11, 7.1.2 and 7.1.3.;

4.1.6.3 regasification and delivery of the Gaseous Fuel to the Exit Point at the time and with the Contracted Capacity available under the Slot (i.e. up to 8,757,180 kWh/h or 783 500 m3/h) subject to clauses 7.1.2 and 7.1.3.

4.1.7 The duration of the Slot shall be 6 (six) Gas Days with regasification process at a level between the Minimum Regasification Capacity and the Contractual Capacity and in accordance with the Process Storage Program.

4.1.8 Discharged LNG Quantity within one Slot shall not exceed 1,166,878,800 kWh or 180,000 m^3.

4.1.9 A Terminal User having two or more consecutive Slots allocated shall have the right to use them for the purpose of unloading one Cargo and Process Storage and regasification of Discharged LNG Quantity if it applies to the Operator for such a possibility and such application is accepted. In such a case, the Operator assumes the possibility of arranging with the Terminal User alternative rules for handling such Cargo, in particular to determine the Arrival Timeframe within a Slot and to unload from an LNG carrier more than 180,000 m3, provided that a LNG carrier with a larger tank capacity than specified in clause6.1.2 is approved, and the parameters of the services provided - in particular the Laytime - are adjusted to such LNG carrier in accordance with the Operator's guidelines. In such a case, an LNG carrier with parameters other than those specified in clause 6.1.2 shall adjust its operational parameters, in particular the unloading rate, to the FSRU Terminal parameters and other Operator's guidelines. The Operator shall determine the conditions for such a Cargo in the Customized Cargo Approval forwarded to the Terminal User. Within 2 Business Days of receiving the said document, the Terminal User may object to these conditions, which will result in the Operator's rejection of the application to use more than one Slot for the purpose of unloading one Cargo and Process Storage and regasification of Discharged LNG Quantity. If the Terminal User does not object within the aforementioned period to the conditions specified in the Customized Cargo Approval, the conditions specified in this document for the Cargo in question shall come into force and shall be binding upon both Parties. The Operator shall take into account the conditions specified in the Customized Cargo Approval in the Schedule of Calls and the Process Storage Program. In consideration of the technical and operational requirements, in the Customized Cargo Approval the Operator shall determine the non-standard conditions required for such a Cargo including but not limited to:

4.1.9.1 Arrival Timeframe for the LNG Carrier to the FSRU Terminal;

4.1.9.2 the total time of the LNG Carrier unloading which shall not exceed the Laytime;

4.1.9.3 LNG Carrier identification data, if provided by the Terminal User, or approval requirements;

4.1.9.4 Cargo quantity;

4.1.9.5 LNG quality parameters;

4.1.9.6 duration of Regasification process;

4.1.9.7 Contractual Capacity and Minimum Regasification Capacity;

4.1.9.8 required additional conditions or deviations from the Marine Operations Manual;

4.1.9.9 other detailed data necessary for the performance of services.

4.1.10 As part of the LNG unloading process, the Terminal User is provided with the infrastructure enabling:

4.1.10.1 the arrival of the LNG carrier at the Terminal, the parameters of which are specified in clause 6.1.2 and which has been approved within the agreed Arrival Timeframe, not exceeding 24 (twenty-four) hours;

4.1.10.2 the unloading of LNG using four flexible hoses of 10 inch in diameter each and a capacity of 2,250 m3 LNG/h each, or more flexible hoses with a total capacity (maximum unloading rate) of 9,000 m3 LNG/h, together with appropriate adapters for use with 16-inch diameter vessel connections, in 2 hose connection arrangement;

4.1.10.3 LNG carrier mooring at the Unloading Berth for the time specified in the FSRU Terminal Code, as necessary to complete the unloading operation and depart from the Unloading Berth.

4.1.11 As part of the Regasification Services, the Operator shall ensure the possibility of Process Storage of Discharged LNG Quantity for the period limited by the duration of the Slot, subject to clause 7.1.2. In the event that the period of time between the commencement of the Slot for a given LNG carrier and the commencement of unloading of the subsequent LNG carrier is longer than the duration of the Slot specified in clause 4.1.7, then for the duration of the difference of these periods and extending beyond the Slot, having regard to the provisions of clause 7.1.3, the Process Storage service shall be granted allowing for the provision of the Regasification Service with at least the Minimum Regasification Capacity in accordance with Process Storage Program. Process Storage shall also be granted to the Terminal User during the Arrival Timeframe if the Operator agrees to commence the unloading of the LNG carrier during the Arrival Timeframe in accordance with clause 6.3.1.

4.1.12 Process Storage is provided to the Terminal User in accordance with the Process Storage Program. Detailed rules regarding the Process Storage Program are set out in clause 5.4

4.1.13 The Terminal User is obliged to comply with the rules regarding the Contractual Capacity and the Minimum Regasification Capacity as specified in clause 7.1

4.1.14 The basic period of provision of the Regasification Services is the Gas Year. The Parties shall specify the period of provision of the Regasification Services in the Regasification Agreement. Regasification Services and Additional Services settlements shall be performed in Settlement Periods.

4.1.15 Regasification Services or Regasification Services and Additional Services are provided by the Operator pursuant to the Regasification Agreement entered into with the Terminal User and the provisions of FSRU Terminal Code.

4.1.16 Pursuant to the Regasification Agreement, the Operator provides the Terminal User with Regasification Services:

4.1.16.1 of a long-term nature (Long-term Regasification Services), in case when the period of provision of these services has been specified in the Regasification Order for a definite period of more than 1 Gas Year, under which the Terminal User is allocated the number of slots specified in the Regasification Order in each Gas Year when the Regasification Order remains in force;

4.1.16.2 of a short-term nature (Short-term Regasification Services), in case when the period of provision of these services has been specified in the Regasification Order for a definite period of less than 1 Gas Year, under which the Terminal User is allocated the number of slots specified in the Regasification Order in each Gas Year when the Regasification Order remains in force;

4.1.17 In the event that a Slot for a given LNG carrier commences in one Gas Year (R) and ends in the subsequent Gas Year (R+1), in order to distinguish between Regasification Services of a long-term and short-term nature, by way of exception to the rule indicated in clause 4.1.16, the services provided in that Slot shall be deemed to be provided within

the Gas Year (R), even though Process Storage and Regasification of Discharged LNG Quantity have already been completed within the subsequent Gas Year (R+1).

4.1.18 In order to ensure non-discriminatory treatment of all entities applying to conclude Regasification Agreement, the Operator shall apply standard templates of the Framework Agreement and the Regasification Order which are published on the Operator's website.

4.1.19 Additional Services may only be ordered by Terminal Users using the Regasification Services. As part of Additional Services, the Operator may also provide services other than Separated Process Storage and Separated Contractual Capacity, provided that they are defined in the Tariff or the Tariff Regulation.

4.1.20 The Operator shall provide Regasification Services and Additional Services during the periods indicated in the Regasification Agreement with the exception of: (i) periods of scheduled maintenance works on the facility referred to in clause 10, (ii) the occurrence of Force Majeure events, (iii) the occurrence of Emergency Situations, or (iv) limitations introduced pursuant to the FSRU Terminal Code or TNC.

4.1.21 Detailed information concerning the provision of Additional Services is set forth in the FSRU Terminal Code and the Regasification Agreement.

4.2 LNG-related rights and the transfer of risk

4.2.1 The Terminal User assures that it is entitled to dispose of the Cargo and Gaseous Fuel, in particular to:

4.2.1.1 deliver LNG to the Operator for unloading, regasification and provision of other services specified in the Regasification Agreement;

4.2.1.2 resell the unloaded LNG or Gaseous Fuel to the Operator.

4.2.2 The Terminal User shall hold all pertinent permits and approvals issued by competent administration bodies and authorities, including customs and tax authorities, to perform unloading and regasification operations and shall be liable against the Operator under the terms of the Regasification Agreement in the absence of such permits or approvals.

4.2.3 The Parties agree that all risk:

4.2.3.1 related to the unloaded LNG shall be transferred onto the Operator as the LNG is supplied to the LNG Point of Delivery;

4.2.3.2 related to Gaseous Fuel downstream the Terminal’s Exit Point shall be transferred onto the Terminal User or onto the Gas Transmission System Operator Gaz-System S.A. as the TSO, depending on the provisions stipulated under the relevant transmission agreement and the TNC.

4.3 Procedure for concluding Framework Agreements

4.3.1 For concluding a Framework Agreement, the procedure described below shall apply.

4.3.2 The following provisions of the FSRU Terminal Code do not apply to orders and allocation of Terminal Capacity and conclusion of Regasification Agreements under the FSRU Open Season Procedure: clause 4.3.3 - 4.3.5, clause 4.4.2 - 4.4.8 and clause 4.4.10 - 4.4.12.

4.3.3 Formal and Legal Conditions.

4.3.3.1 An entity which intends to enter into the Framework Agreement shall apply to the Operator to conclude a Framework Agreement using the forms published on the Operator's website.

4.3.3.2 The application to conclude a Framework Agreement should include the applicant's data and be submitted with the following documents appended:

4.3.3.2.1 a valid extract from business register or the relevant register confirming the applicant's legal personality or legal capacity;

4.3.3.2.2 power of attorney or other documents confirming the right of persons representing the entity to incur liabilities on its behalf;

4.3.3.2.3 a document certifying the assignment of the tax identification number for the purposes of VAT settlement for entities established in the European Union;

4.3.3.2.4 a REGON statistical number certificate for entities established on the territory of the Republic of Poland;

4.3.3.2.5 a contract concluded with the TSO by the entity applying for conclusion of the Framework Agreement or an entity acting on its behalf, confirming the TSO's obligation to collect the Gaseous Fuel from the FSRU Terminal at the Exit Point;

4.3.3.2.6 declaration of CEREMP and EIC codes assignment.

4.3.3.3 The documents referred to in clause 4.3.3.2 should be presented in original, or a notarised copy or a photocopy certified to be a true copy by a counsel or attorney.

4.3.4 Application for the conclusion of the Framework Agreement.

4.3.4.1 Formal and legal verification of the application.

4.3.4.1.1 On the basis of the information provided in the application and the documents attached thereto, the Operator conducts formal and legal verification of the application for conclusion of a Framework Agreement in terms of its compliance with the requirements specified in clause 4.3.3.

4.3.4.1.2 If the documents referred to in clause 4.3.3, are not submitted, or if the documents submitted do not meet the specified requirements, or if the application form submitted contains errors or omissions, the Operator shall, no later than 5 (five) Business Days after the date of receipt of the application request the applicant to submit a correctly completed application or to supplement it with relevant documents and information within 21 (twenty one) days of the date of service of the request,

4.3.4.1.3 If the applicant fails to deliver the supplemented application within the period mentioned in clause 4.3.4.1.2, the application shall be rejected.

4.3.4.2 No later than 7 (seven) Business Days of the date of receipt of a formally and legally correct application, the Operator shall inform the applicant of the result of the examination of the application.

4.3.4.3 In the event of rejection of the application or refusal to conclude the Framework Agreement, the Operator shall immediately notify the entity

concerned and the President of the Energy Regulatory Office in writing, stating the reasons for the rejection or refusal.

4.3.5 Conclusion of the Framework Agreement

4.3.5.1 If the application is accepted, together with the provision of information referred to in clause 4.4.10.6.4.2, the Operator shall, provide the applicant with a draft Framework Agreement drawn up on the basis of the template in force.

4.3.5.2 The Applicant shall return to the Operator the signed draft agreement no later than 15 (fifteen) days following the date of receipt of the draft agreement

4.3.5.3 The Operator shall forward the signed Framework Agreement to the Applicant within 15 (fifteen) Business Days following the date of receipt of the agreement signed by the Applicant.

4.3.5.4 If the Applicant fails to deliver the signed draft agreement within the time limit specified in clause 4.3.5.2, the Operator may reject the application for conclusion of the Framework Agreement. The Applicant shall be immediately notified by the Operator about the rejection of the application.

4.3.5.5 The Applicant acquires the status of a Terminal User upon concludsion of the Framework Agreement.

4.3.5.6 Signing of the Framework Agreement by the Applicant shall be deemed the acceptance of all terms and conditions of this agreement and the General Terms and Conditions and all provisions of the FSRU Terminal Code.

4.4 Procedure for placing Regasification Orders

4.4.1 Terminal Capacity is offered according to the principles described in clause 4.4. The Operator shall immediately announce on its website the available Terminal Capacity that can be allocated and the date and procedure for allocation. The new Terminal Capacity achieved as a result of investments in FSRU Terminal development and modernization shall be made available by the Operator according to clause 10.2.10. In particular, the allocation of new Terminal Capacity referred to in the preceding sentence may take place as a result of Open Season procedure, in accordance with clause 10.2.10.2.

4.4.2 The period of provision of Long-Term Regasification Services agreed upon in the Regasification Order shall not exceed the period for which the Operator has been granted a Licence for liquefaction and regasification of liquefied natural gas at the Terminal.

4.4.3 The application for Regasification Order shall include the following information:

4.4.3.1 Terminal User's particulars;

4.4.3.2 a representation that no amendments have been made to the agreement referred to in clause 4.3.3.2.5 or a copy of that agreement in the event that it is amended after the date of concluding the Framework Agreement;

4.4.3.3 information concerning:

4.4.3.3.1 volumes and quantities of LNG Cargoes delivered to the FSRU Terminal in units of energy and units of volume;

4.4.3.3.2 the proposed Framework Schedule of Calls at the Terminal and the Technical Parameters of the LNG carriers;

4.4.3.3.3 the number of Slots ordered;

4.4.3.3.4 LNG quality parameters (origin);

4.4.3.3.5 the request for Additional Services expressed by means of the relevant SPS Application, SCC Application or application for other Additional Services, in case the Terminal User applies for them;

whereby this information pertains to each Gas Year throughout the period of the Regasification Order - for an application concerning Long-Term Regasification Services, or to the entire period of validity of the Regasification Order - for an application concerning Short-Term Regasification Services;

4.4.3.4 additionally, for an application concerning Short-term Regasification Services, the Slots applied for by the Terminal User, if:

4.4.3.4.1 upon determination of the Framework Schedule of Calls for all Terminal Users for the following Gas Year, the Operator has published on its website the information about the available Slots and Arrival Timeframe for the following Gas Year, or

4.4.3.4.2 the application is submitted in the Gas Year (R) for Regasification Services provided in the Gas Year (R), indicating the Slots and Arrival Timeframes out of those which the Operator indicated upon submission of the application as available for the ongoing Gas Year.

4.4.4 A statement on the form of financial security chosen in accordance with the General Terms and Conditions shall be appended to the application.

4.4.5 Complete applications for Regasification Order may be submitted at any time, subject to clause 4.4.6, only by Terminal Users.

4.4.6 Applications referred to in clause 4.4.5 shall be submitted by the following deadlines:

4.4.6.1 for an application concerning Long-term Regasification Services, no earlier than 4 years prior to the anticipated date of commencement of the Regasification Services, and no later than on 31 July of the Gas Year preceding the Gas Year of commencement of the Regasification Services;

4.4.6.2 for an application for Short-Term Regasification Services, no earlier than on 1 August of the Gas Year preceding the Gas Year in which the commencement of the provision of Regasification Services shall take place, and no later than 45 (forty-five) Business Days prior to the commencement of the provision of Regasification Services;

4.4.6.3 for an application for Short-term Regasification Services submitted in the procedure for the Operator's sale of Slots not used by a Terminal User, referred to in clause 11.2.15, no earlier than after the publication of the information referred to in clause 11.2.15.2 and no later than 25 (twenty-five) days before the commencement of the provision of Regasification Services.

4.4.7 An application for Regasification Order received by the Operator on a date other than that specified in clause 4.4.6 shall not be examined.

4.4.8 Technical conditions

4.4.8.1 A Regasification Order shall be deemed placed when the following conditions are met concurrently:

4.4.8.1.1 availabilty of an uncontracted Terminal Capacity allowing the provision of Regasification Services or Additional Services to the extent specified in the application for a Regasification Order, provided that the allocation of the uncontracted Terminal Capacity is permitted under the terms and conditions of providing Regasification Services or Additional Services in the previously concluded Regasification Agreements;

4.4.8.1.2 the quality parameters of the Cargoes specified in the application are compliant with clause 6.5 and do not cause a change in the quality of the Gaseous Fuel provided to the Terminal Users at the Exit Point in a manner that is inconsistent with the parameters specified in the TNC;

4.4.8.1.3 technical efficiency of the Terminal and reliability of Gaseous Fuel delivery at the Exit Point, in particular the technical parameters of the Transmission System equipment at the Exit Point are not affected;

4.4.8.1.4 the accepted Regasification Order does not prevent the Operator from meeting its obligations under other agreements, obligations to protect the interests of customers or environmental protection.

4.4.9 Financial credibility

4.4.9.1 Subject to the provisions contained in clause 4.4.9.2 the entity applying for acceptance of Regasification Order shall be obliged to submit a financial security in the amount and form described in the General Terms and Conditions prior to lodging the Regasification Order with the Operator.

4.4.9.2 If the Regasification Agreement is concluded as part of an open season procedure, the terms of providing and maintaining the financial security are set forth in the rules of procedure for Offering an FSRU Terminal on an Open Season Basis.

4.4.10 Examination of an application for a Regasification Order

4.4.10.1 The Operator shall examine the application taking into account:

4.4.10.1.1 the Regasification Agreements in force;

4.4.10.1.2 previously accepted complete applications for a Regasification Order.

4.4.10.2 The order of application examination depends on the date of receipt of a complete application. In the case of applications submitted on the same day, the order of their examination shall be determined by the order of their receipt at the Operator's office or submission via the IT system, if any. The application is received in the IT system upon its submission by the applicant.

4.4.10.3 Verification of the applicant's credibility.

4.4.10.3.1 On the basis of the information provided in the application and the documents attached thereto, the Operator conducts financial verification of the application for a Framework Agreement in terms of its compliance with the requirements specified in clause 4.4.9.

4.4.10.3.2 In the event that the security referred to in clause 4.4.9.1 is not submitted, or if the security does not meet the specified

requirements, or if the submitted application form contains errors or omissions, or if the Operator has doubts about the Terminal User's compliance with the formal and legal conditions specified in clause 4.3.3, the Operator shall, no later than 5 (five) Business Days after the date of receipt of the application, request the applicant to submit a correctly completed application or to supplement it with the required documents and information within 5 (five) Business Days of receipt of such request,

4.4.10.3.3 If the applicant fails to deliver the supplemented application within the period referred to in clause 4.4.10.3.2, the application shall be rejected.

4.4.10.4 Following the positive outcome of verification referred to in clause 4.4.10.3 , the application is subjected to technical analysis.

4.4.10.5 Technical analysis of the application.

4.4.10.5.1 In the course of technical analysis, the Operator evaluates whether the technical conditions specified in clause 4.4.8. If, in the course of technical analysis it is proved that:

4.4.10.5.1.1. there is technical capacity to provide the requested Regasification Services or Regasification Services and Additional Services - the applicant shall be informed thereof in accordance with clause 4.4.10.6;

4.4.10.5.1.2. the technical capacity does not exist, or free Terminal Capacity is unavailable, in accordance with clause 4.4.10.6, the applicant shall be informed about the Operator's inability to provide Regasification Services or Regasification and Additional Services.

4.4.10.6 The Operator may refuse to accept a Regasification Order in cases when the technical conditions specified in clause 4.4.8 are not met, or the premises set forth in the provisions of applicable law, including the Energy Law Act occur, in particular if the performance of the Regasification Order would violate the Operator's obligation to protect the interests of Customers and protect the environment. No later than 5 (five) Business Days of the date of receipt of a correct application, the Operator shall inform the applicant of the application examination result.

4.4.10.7 In the event of rejection of the application or refusal to accept the Regasification Order, the Operator shall immediately notify the entity concerned and the President of the Energy Regulatory Office in writing, stating the reasons for the refusal.

4.4.11 Acceptance of the Regasification Order

4.4.11.1 If the application is accepted, together with the provision of information referred to in clause 4.4.10.6, the Operator shall provide the applicant with a draft Regasification Order, on the basis of the template in force.

4.4.11.2 In the cases referred to in clause 0 the Operator shall allocate the specific Slots and Arrival Timeframes which have been indicated by the Operator as available on its website.

4.4.11.3 The Applicant shall return to the Operator the signed draft Regasification Order not later than 5 (five) days following the date of delivery of draft Regasification Order.

4.4.11.4 The Operator shall forward the signed Regasification Order to the Applicant within 5 (five) Business Days following the date of receipt of the the draft Regasification Order signed by the Applicant.

4.4.11.5 If the applicant fails to deliver the signed draft Regasification Order within the time limit specified in clause 4.4.11.3, the Operator may reject the application for the Regasification Order. The Applicant shall be immediately notified by the Operator about the rejection of the application.

4.4.11.6 If the rejected application has had an impact on the examination of other applications for the Regasification Order, the Operator shall re-examine them in accordance with the provisions of clause 4.4.10.

4.4.11.7 Signing of the Regasification Order by the applicant shall be deemed the acceptance of all terms and conditions of the Regasification Agreement and all provisions of the FSRU Terminal Code.

4.4.11.8 The Orders form a part of the Regasification Agreement and constitute an attachment to the Regasification Agreement.

4.4.12 In the event of acceptance of the Regasification Order in the procedure of the Operator's sale of Slots not used by the Terminal User, as referred to in clause 11.2.15, the provisions of clause shall apply, 4.4 subject to the following provisions.

4.4.12.1 In the application, the Terminal User shall also indicate the information referred to in clause 5.2.2 concerning the Slot(s) applied for.

4.4.12.2 In the case referred to in clause 4.4.10.3.2, the Operator shall, no later than 2 (two) Business Days of the date of receipt of the application, request the applicant to submit a correctly filled application or to supplement it with relevant documents and information, within 2 (two) Business Days ofreceipt of such request.

4.4.12.3 In the event that the applicant fails to submit the signed Regasification Order referred to in clause 4.4.11.3 no later than 12 (twelve) days preceding the date of commencement of the Slot which is the subject of the application, the Operator shall leave the application unconsidered and shall inform the applicant thereof.

4.4.12.4 By returning a signed Regasification Order to the applicant in accordance with clause 4.4.11.4 the Operator shall provide the Terminal User with the Monthly Schedule of Calls and the Process Storage Program.

5. SCHEDULE OF CALLS

5.1 Framework Schedule of Calls

5.1.1 The Operator shall allocate Slots to Terminal Users using Long-Term Regasification Services for the entire Gas Year (R) as part of the procedure for determining the Framework Schedule of Calls in the Gas Year (R-1).

5.1.2 By 30 June of each Gas Year, the Operator shall publish a schedule of Slots available in the following Gas Year.

5.1.3 By 15 July of each Gas Year, the Terminal User using Long-Term Regasification Services shall send the Operator a draft Framework Schedule of Calls for the next Gas Year including:

5.1.3.1 the estimated quantity of LNG in kWh (and in addition in m^3) in individual deliveries;

5.1.3.2 the proposed dates of the Arrival Timeframe;

5.1.3.3 indication of the Slots selected from the Slots Schedule published by the Operator, not exceeding the number of Slots allocated to the Terminal User in the Regasification Agreement, together with the expected order of their allocation;

5.1.3.4 the quantity of LNG in kWh (and in addition in m^3) expected to be delivered to the Terminal in the following Gas Year;

5.1.3.5 the anticipated demand for Additional Services.

5.1.4 In the draft Framework Schedule of Calls, the Terminal User is obliged to adapt to the Slot Schedule published by the Operator and to take into account the planned maintenance works at the facility as specified by the Operator. For this purpose, by 20 June of each Gas Year, the Operator undertakes to provide the Terminal User with information on the dates of planned maintenance works on the facility for the following Gas Year, making efforts to ensure that the dates of works planned by the Operator take into account the dates provided for by the TSO.

5.1.5 The Operator shall determine the Framework Schedule of Calls for each Terminal User based on its proposed draft Framework Schedule of Calls according to the following rules and procedure.

5.1.5.1 Between 15 and 30 September of each Gas Year, a consultation meeting will be held between the Terminal Users and the Operator to agree on the Framework Schedule of Calls for the following Gas Year.

5.1.5.2 By 5 October of each Gas Year, the Operator shall communicate to the Terminal User the Framework Schedule of Calls proposed for the following Gas Year.

5.1.6 In the event that it is not possible to take into account the proposed Framework Schedules of Calls of all Terminal Users, when determining the Framework Schedule of Calls for individual Terminal Users, priority in the allocation of individual Slots shall be established according to the following rules:

5.1.6.1 The Operator allocates one Slot for each Terminal User, starting with the Terminal Users to whom the highest number of Slots for the following Gas Year is allocated in total;

5.1.6.2 in the event of a conflict between proposals of equal priority according to clause 5.1.6.1, priority in the Framework Schedule of Calls shall be given to those Terminal Users whose Regasification Agreements generate a greater, discounted weighted average cost of capital of the Operator, value of revenues, taking into account the volume and duration of the Regasification Orders.

5.1.7 By 20 November of each Gas Year, the Terminal User shall send the Operator, agreed with and approved by the LNG Suppliers, a draft Framework Schedule of Calls for the following Gas Year including:

5.1.7.1 quantity of LNG in kWh (and in addition in m^3) in individual deliveries;

5.1.7.2 the estimated date of arrival of the LNG Carriers at the Port of Unloading;

5.1.7.3 the dates of the Arrival Timeframes corresponding to the Slots that have been allocated to the Terminal User;

5.1.7.4 the quantity of LNG in kWh (and in addition in m^3) expected to be delivered to the FSRU Terminal in the following Gas Year;

5.1.7.5 the anticipated demand for Additional Services.

5.1.8 By 30 November of each Gas Year, the Operator will provide Terminal Users with information on the Framework Schedule of Calls finally assigned to them for the following Gas Year.

5.1.9 In the Framework Schedule of Calls referred to in 5.1.8 the Operator shall:

5.1.9.1 determine the number of LNG carrier arrivals at the Terminal;

5.1.9.2 determine the Arrival Timeframe;

5.1.9.3 indicate the Slots allocated to the Terminal User;

5.1.9.4 confirm the Cargo volume delivered to the Terminal in energy units (kWh) and volume units (m^3 LNG).

5.1.10 The Operator may reject the draft Framework Schedule of Calls for non-compliance with the contents of the FSRU Terminal Code or the Regasification Agreement, in particular if it does not ensure the maintenance of the Minimum Regasification Capacity during the Gas Year covered by the Framework Schedule of Calls. The Operator shall provide the reasons for its rejection.

5.1.11 If it is not possible for the Operator to agree with the Terminal Users on the final Framework Schedule of Calls, the Operator shall be authorised to make the final decision in this respect.

5.1.12 If the draft Framework Schedule of Calls is found inconsistent with the provisions of the FSRU Terminal Code or the Regasification Agreement resulting in its rejection, the Terminal User will be obligated to pay the fees and incur the additional costs resulting from failure to meet the Minimum Regasification Capacity or other fees specified in the Tariff. Notwithstanding the foregoing, the Terminal User shall be liable to the extent resulting from the provisions of Regasification Agreement.

5.1.13 The Framework Schedule of Calls determined in the manner described above will be binding upon the Parties and may only be amended by mutual agreement between the Operator and the Terminal User by means of the Monthly Schedules of Calls.

5.1.14 The Rules specified in clauses 5.1.1 - 5.1.13 shall applied accordingly to Terminal Users using Short-term Regasification Services, taking into account such Terminal Users in the procedure of determining the Framework Schedule of Calls, if the date of Regasification Order allows it - such a Regasification Order must be concluded before 1st September of the Gas Year (R-1) for Regasification Services provided during the Gas Year (R). If this is not possible, the allocation of Slots to Terminal Users using Short-Term Regasification Services shall be made in a Regasification Order in accordance with the procedure set out in clause 4.4.

5.2 Monthly Schedules of Calls

5.2.1 Following the determination of the Framework Schedules of Calls for all Terminal Users for the following Gas Year, on 5 December of each Gas Year, the Operator shall publish on its website the information on available Slots and Arrival Timeframes for the next Gas Year and on an ongoing basis on available Slots and Arrival Timeframes for the

ongoing Gas Year. Available Slots will then be allocated on a first come, first served basis in accordance with clause 4.4 and 5.3.

5.2.2 One (1) month prior to the commencement of each calendar month of the Gas Year, each Terminal User who has made a Regasification Order shall submit a draft Monthly Schedule of Calls for the month in question. The draft Monthly Schedule of Calls shall contain the following information:

5.2.2.1 confirmation of the Arrival Timeframe and the use of Slots;

5.2.2.2 the names of the LNG carriers;

5.2.2.3 the estimated date of departure of the LNG carriers from the port of loading port if the Terminal User is in the possession of such information;

5.2.2.4 the estimated date of arrival of the LNG Carriers at the Port of Unloading;

5.2.2.5 quantity of LNG in kWh (and addition in m^3) in individual deliveries;

5.2.2.6 the exact quantity of LNG in kWh (and in addition in m^3) to be regasified on each Gas Day.

5.2.3 Upon receipt of the draft Monthly Schedules of Calls from all Terminal Users, the Operator shall aggregate them into one integrated Monthly Schedule of Calls. The Operator shall prepare revisions to the draft Monthly Schedules of Calls or approve them. No later than 3 (three) Business Days following the deadline indicated in clause 5.2.2, the Operator shall inform Terminal Users in writing of its proposed revisions to draft Monthly Schedules of Calls or of the approval thereof.

5.2.4 Terminal Users shall provide the Operator with corrected drafts of the Monthly Schedules of Calls with considering the Operator's proposals no later than 3 (three) Business Days of the date of the Operator's presentation of the revised drafts of the Monthly Schedules of Calls submitted by the Terminal Users. The Operator shall approve or reject the revisions of the draft Monthly Schedules of Calls submitted by Terminal Users no later than 3 (three) Business Days of the date of receipt thereof. The Operator may reject the revisions to the draft Monthly Schedules of Calls submitted by Terminal Users on account of their non-compliance with the contents of the FSRU Code or the Regasification Agreement, in particular if they do not ensure the maintenance of the Minimum Regasification Capacity during the period covered by the Monthly Schedule of Calls.

5.2.5 For the determination of the Monthly Schedules of Calls and any amendments to the Monthly Schedules of Calls, the priority rules set forth in clause 5.1.6shall apply.

5.2.6 If it is not possible for the Operator to agree with the Terminal Users on the final Monthly Schedules of Calls, the Operator shall be authorised to make the final decision in this respect.

5.2.7 The provisions of clause 5.1.10 And 5.1.12 shall apply respectively to Monthly Schedules of Calls.

5.2.8 Monthly Schedules of Calls may be changed at any time which means that the Terminal User may send an updated Monthly Schedule of Calls containing the information specified in clause 5.2.2.1 – 5.2.2.6, four (4) times per month, and the Operator shall accept or reject the amendment to the Monthly Schedule of Calls proposed in the update within a period of up to 3 (three) Business Days, depending on the technical possibilities of introducing such amendment and the possibility of making appropriate adjustments to the Process Storage Program. The foregoing is without prejudice to the obligations set out in clauses 5.2.2 and 5.2.4. An updated Monthly Schedule of Calls with respect to the information specified in clause 5.2.2.1 or 5.2.2.6 shall be submitted by the

Terminal User no later than twelve (12) days prior to the Arrival Timeframe of the LNG carrier to which the update refers. The Operator's refusal to accept the amended Monthly Schedule of Calls within the aforementioned deadline shall mean that the Monthly Schedule of Calls is rejected.

5.2.9 In the event that a Terminal User declares its intention to swap a Slot allocated for a Terminal User's Cargo and included in the Monthly Schedule of Calls for a later Slot not included within the Monthly Schedule of Calls in question, if the Operator consents to such swap, he shall amend the Monthly Schedule of Calls and the Framework Schedule of Calls taking the swap into account.

5.2.10 If, as a result of the planned change to the Monthly Schedule of Calls, the conditions referred to in clause 7.9.1 would not be fulfilled, the Terminal User may, together with the update of the Monthly Schedule of Calls, submit the SPS Application or SCC Application pursuant to clause 8.2.2 or clause 8.3.3. If, upon receipt of an update to the Monthly Schedule of Calls, the Operator determines that its acceptance would give rise to the conditions referred to in clause 7.9.1, the Operator may refuse to accept the amendment to the Monthly Schedule of Calls proposed in the update and inform the Terminal User about the possibility of submitting an appropriate SPS Application or SCC Application within 2 (two) Business Days. If the Terminal User submits an appropriate Application, the Operator may reconsider the updated Monthly Schedule of Calls and accept or reject the amendment(s) to the Monthly Schedule of Calls proposed in the update within 3 (three) Business Days.

5.2.11 If in the situations referred to in clause 5.2.10, the Terminal User fails to submit the SPS Application or SCC Application referred to in clauses 8.2.2 and 8.3.3, or the Operator cannot allocate Separate Process Storage or Separate Contractual Capacity which it is necessary to amend the Monthly Schedule of Calls, the Operator may refuse to accept the amendment to the Monthly Schedule of Calls proposed in the update in accordance with clause 5.2.8.

5.2.12 If the amendment to the Monthly Schedule of Calls is accepted, the Operator shall amend the Process Storage Program accordingly, so that Regasification Services and Additional Services can be performed while preserving the rights and obligations of the Operator and the Terminal User under the Regasification Agreement, in particular the performance of Regasification Services with the Minimum Regasification Capacity.

5.2.13 The updated Monthly Schedule of Calls approved by the Operator enters into force upon the Operator’s notice to the Terminal User of the change and remains effective until the date of approval of the next Monthly Schedule of Calls, unless at the Terminal User's request it is changed by another update approved by the Operator.

5.3 Considering the Slots allocated as part of the Short-term Regasification Services within the Schedules of Calls

5.3.1 In the event that the allocation of a specific Slot and Arrival Timeframe to a given Terminal User using Short-term Regasification Services has been made in a Regasification Order in accordance with clause 0 or 5.2.1, the Operator shall take this allocation into account in the respective Schedules of Calls.

5.3.2 In the case set forth in clause 5.3.1 the Operator shall determine the Process Storage Program for the Cargo provided for in that Slot in accordance with the provisions of clause 5.4.

5.4 Process Storage Program

5.4.1 The Operator shall determine the Process Storage Program taking into account its compliance with the Regasification Agreement, the FSRU Terminal Code and the Schedules of Calls and their updates approved by the Operator, ensuring provision of the Regasification Services and Additional Services and the Contractual Capacity,

ensuring maintenance of the Minimum Regasification Capacity, and FSRU Terminal Capacity congestion due to maintenance works in the Terminal planned by the Operator, of which the Operator informed the Terminal User in accordance with clause 5.1.4 and the provisions of clause 10. In addition, the Process Storage Program should be established in the manner allowing the Terminal User to maintain the upper and lower levels of Process Storage specified therein, after taking into account the above factors.

5.4.2 In the Process Storage Program, the Operator shall determine:

5.4.2.1 the upper level of Process Storage determining the maximum quantity of LNG stored in the FSRU storage tanks for each Gas Day based on the Cargo volume, allowing it to be received until the commencement of unloading of the next LNG carrier, subject to clause 5.4.3;

5.4.2.2 the lower level of Process Storage determining the minimum quantity of LNG stored in the FSRU storage tanks for each Gas Day based on the Cargo volume, allowing it to be received until the commencement of unloading of the next LNG carrier, subject to clause 5.4.3 and the commitment that throughout the LNG carrier unloading period, the Nomination shall not be lower than 5,674,500 kWh/h unless the Operator agrees to a lower Nomination (but never lower than 1,341,240 kWh/h).

5.4.3 Following the commencement of the LNG Carrier unloading operation, the Operator shall, on each Gas Day during which the Discharged LNG Quantity is being regasified, until the unloading of the next LNG carrier commences, reduce the Discharged LNG Quantity by the LCR to conduct the regasification process. The Operator shall include in the Process Storage Program the daily reduction of the Discharged LNG Quantity by LCR.

5.4.4 The Operator determines the Process Storage Program for the entire Gas Year, based on the quantities of LNG in individual deliveries indicated by the Terminal User in the draft Framework Schedule of Calls, and then provides it to the Terminal User together with the final Framework Schedule of Calls for the given Gas Year.

5.4.5 The Operator shall determine the Process Storage Program in such a way that for each Cargo specified in the Framework Schedule of Calls, taking into account the considerations specified in clause 5.4.1 and 7.9.1, a Process Storage period expressed in the number of Gas Days is assigned, during which the Terminal User is authorized to store a specific quantity of LNG from a given Cargo in the Terminal tanks, depending on the Cargo volume of a given LNG Carrier, the use of the Slots in a given Gas Year and the need to ensure the Minimum Regasification Capacity during each Gas Day. By submitting the Nomination, the Terminal User is obliged to ensure that for each Gas Day of Process Storage, the quantity of LNG remaining in the Terminal's tanks from the Discharged LNG Quantity minus the LCR, determined at 6:00 a.m., will not be higher or lower than that determined in the Process Storage Program according to upper and lower process storage levels.

5.4.6 The Operator shall update the Process Storage Program and communicate it to the Terminal Users together with each change of the Schedule of Calls. In the event that a Terminal User is assigned Separate Process Storage or Separate Contractual Capacity, the SPS Order or SCC Order shall constitute an attachment to the Process Storage Program in force. In the situation referred to in the preceding sentence, the Operator shall update the Process Storage Program and communicate it to the Terminal User.

5.4.7 In addition, the Process Storage Program shall be amended by the Operator at any time in the event of: the occurrence of an Failure, an Emergency Situation, a Force Majeure event, bad or unfavourable weather conditions or the imposition of restrictions by the TSO or the Operator pursuant to clause 10.1 if the aforementioned circumstances result in the Terminal User's inability to comply with the Storage Process Program, or a change

of the LNG Carrier's arrival date or inability or limitation of the provision of Regasification Services or Additional Services. In the event of any change to the Storage Process Program, the Operator shall communicate an updated version to the Terminal User.

5.4.8 If a Terminal User fails to comply with the Storage Process Program, the Terminal User shall pay the fee for Extended Process Storage in accordance with the Tariff. In addition, in case of a Terminal User's failure to comply with the Storage Process Program for reasons attributable solely to the Terminal User and preventing the Cargo from being unloaded, the Terminal User shall be liable to the extent to which it contributed to such failure. The Operator and the Terminal User shall undertake all possible actions to avoid or minimize damage on this account, in particular the Terminal User may appropriately adjust the level of utilization of the Contractual Capacity by submitting appropriate Nominations or Renominations or by submitting SPS Applications and SCC Applications referred to in clause 8.2.2 and 8.3.2, and the Operator shall make every effort to assign to the Terminal User the appropriate Terminal Capacity in accordance with the submitted applications, provided that such technical capability of the Terminal exists.

5.4.9 Further, also in case of other situations or reasons than those indicated in clause 5.4.8 preventing other LNG carriers from arriving at the Unloading berth and unloading the Cargo, the Operator and the Terminal User shall undertake appropriate efforts to avoid or minimize damage, which may be reasonably and normally expected of the Parties to the Regasification Agreement, including providing detailed information on the anticipated amount of damage suffered and the costs of undertaken actions. The preceding sentence shall be without prejudice to the provisions of the Regasification Agreement regarding the rules governing the liability of the Parties.

5.4.10 Without prejudice to the provisions of clause 5.4.7, in the event of the occurrence of the circumstances described in sentence 1 of the clause 5.4.9 the Operator may also request the Terminal User to consent to an amendment to the Storage Process Program or the Schedules of Calls in a manner indicated by the Operator; such amendments shall come into effect only upon the Terminal User’s consent, following the amended Schedule of Calls or the Storage Process Program being sent by the Operator to the Terminal User.

6. LNG UNLOADING OPERATION

6.1 LNG Carrier Approval

6.1.1 Only approved LNG carriers shall be permitted to unload at the FSRU Terminal. Such approval may be granted to the LNG carriers, where a compatibility study has confirmed compatibility of their technical equipment and the docking and unloading equipment at the Terminal's Unloading Berth and where the study has confirmed that the LNG carrier meets all the other required unloading conditions.

6.1.2 The Unloading Berth shall accommodate LNG carriers with tank capacity ranging from 65,000 m3 to 180,000 m3 provided that they are granted approval according to clause 6.1. LNG carriers of different parameters than the ones described above can be unloaded at the FSRU terminal subject to prior approval by the Operator;

6.1.3 The Operator publishes the LNG carrier Approval Procedure according to which the vetting procedure is carried out, and Marine Operations Manual on the company website.

6.1.4 The Approval Procedure describes the process of verification of owners and/or vessel operators and LNG carriers themselves in terms of safety, quality and risk management before granting approval to arrive and unload LNG, and contains the list of documents required for vetting procedure which shall be exchanged by the Parties.

6.1.5 The Marine Operations Manual shall include the general and contact information for the Terminal User and the LNG carrier's Master useful for save arrival, unloading and departure from the Port, the information on the safety procedures and rules applicable at the Terminal, the information supplementary for the vetting procedure, technical information concerning the offshore part of the Terminal, the mooring plan, the mooring equipment and the unloading system, the information on the emergency procedures, as well as the MFAG guidelines regarding providing first aid.

6.1.6 The Application for LNG carrier authorisation shall be filed with the Operator at any time, however no later than 45 days before the given LNG carrier's Arrival Timeframe. The application shall be processed within 15 Business Days o the date of receipt of the application (the deadline is calculated from the first Business Day following the application submission date), provided that the complete set of documents referred to in clause 6.1.7 below is submitted, and provided that they do not need to be supplemented or corrected.

6.1.7 The Terminal User or LNG carrier Owner or Operator shall provide the Operator with complete set of documentation in accordance with the LNG Carrier Approval Instruction.

6.1.8 In order to verify the LNG carrier's technical and operational compatibility, the Terminal User or LNG carrier Owner or Operator and Terminal Operator shall exchange the information in the manner described below (compatibility [vetting] study).

6.1.9 compatibility [vetting] study performed in accordance with the principles of the LNG Carrier Approval Instruction shall cover at least the following issues: 1) technical compatibility of the LNG carrier with the associated infrastructure (especially the Unloading Berth) including the equipment ensuring safety during berthing; 2) compatibility of the LNG carrier's and Operator's ESD systems and communication systems; 3) consistency of parameters of unloading equipment; 4) measurements reliability - CTMS certificate; 5) agreement on mooring and berthing methods and procedures (ship mooring study); 6) analysis of emergency and safety procedures.

6.1.10 If an approval is not granted to a LNG carrier or if doubts arise as to whether an approval can be granted to LNG carrier, the Terminal User or the owner or the shipowner or operator of the LNG carrier may present additional documents and explanations which may allow it to be granted. If, after reconsidering the application for approval, it is still not possible to grant the approval or if doubts arise as to the possibility of granting the approval, the removal of which requires LNG carrier inspection, the Operator may request the Terminal User to organize (order) an inspection with the participation of the Operator. If in the course of inspection any non-conformities are revealed preventing the approval from being granted, the inspector will draw up a list of such non-conformities and forward it to the Operator, the Terminal User and the LNG Carrier owner or operator. The basis for the Operator's approval shall be the removal of the non-conformities confirmed by the Terminal User, which the Operator will verify upon the LNG Carrier's arrival. An LNG Carrier with reference to which the Operator has no objections based on the vetting procedure conducted and, in the case of the inspection referred to above, also in connection with such inspection, shall be approved. The Operator shall immediately notify the Terminal User of granting or refusing the approval in a manner agreed between the Parties and in writing.

6.1.11 The approval granted by the Operator is valid indefinitely, as long as no significant changes have been made to the LNG Carrier that may affect the vetting procedure described in clause 6.1.9 . The Terminal User shall ensure that the Operator is provided with a declaration of no structural or other changes affecting the LNG Carrier's compatibility with the FSRU Terminal and a "Pre-Fixture" checklist compliant with the "Ship to Ship Transfer Guide for Petroleum, Chemicals and Liquefied Gases", being a prerequisite for the LNG Carrier's approval validity, no later than 14 Business Days prior to the commencement of the LNG Carrier's Arrival Timeframe. If it is not possible to grant the approval within the timeframe allowing the LNG Carrier's arrival in accordance with the Regasification Agreement at the Port of Unloading and mooring at the FSRU,

all consequences, including damages incurred by the Operator and other Terminal Users, shall be borne by the Terminal User.

6.1.12 Throughout the validity period of the approval, the Operator has the right to verify the approval of each LNG Carrier , primarily through inspections, if it deems it necessary, making the continued approval conditional on no changes being made that could affect the vetting results, in particular concerning in the loading, communication (including ESD), mooring and measurement equipment. In justified cases, the Operator has the right to refuse unloading permission to an LNG Carrier or berthing at the Unloading Berth or to withdraw the approval.

6.1.13 The Terminal User is liable to the Operator for the condition, operating conditions, including adjustment of the LNG Carrier and its equipment to the Unloading Berth and the Port of Unloading. The Terminal User shall be liable to the Operator and to third parties for any damage resulting from the maladjustment of the LNG Carrier to the Unloading Berth or the Port of Unloading.

6.1.14 Modification by the Operator of the FSRU Unloading Berth configuration or safety system, in a way that renders the approvals granted to the LNG Carrier by the Operator invalid, requires the prior consent of the Terminal User. The Terminal User shall not unreasonably refuse such consent, in particular if the Operator undertakes to cover the costs resulting from such modification. The Operator shall notify the Terminal User about its intention to introduce such modifications 12 months in advance.

6.2 Notification of arrival

6.2.1 LNG Carriers will approach the Unloading Berth in accordance with the provisions of the FSRU Terminal Code, within the Arrival Timeframes established for them, preceding the Slots allocated to the Terminal User, as determined in the Schedules of Calls.

6.2.2 The Terminal User shall obtain all information available regarding access to the Port directly from the port authorities (Harbour Master's Office).

6.2.3 The Terminal User shall ensure that, notwithstanding the LNG Carrier's approval required by mandatory provisions of law, the LNG Carrier's Master or his agent notifies the Operator of the departure from the port of loading immediately after such departure (using the Notification of Departure from Port of Loading form) and then submits a Notice of Arrival to the Operator no later than 7 days prior to arrival at the roadstead or, if the time between departure and arrival is shorter, immediately after departure from the port of loading. If the expected time of arrival (ETA) changes, the Notice of Arrival shall be updated according to the table below:

Time of forwarding the Notice of Arrival	The change of the Expected Time of Arrival (ETA) which requires an update of the Notification of Arrival:
7 days before arrival	above 12 hours
5 days before arrival	above 6 hours
96 hours before arrival	above 6 hours
72 hours before arrival	above 3 hours
48 hours before arrival	above 3 hours
24 hours before arrival and less	any change

estimated departure time from the port of loading	any change

6.2.4 E-mail Notifications shall be submitted to notifications.fsru@gaz-system.pl using the forms appended to the Marine Operations Manual published on the Operator's website.

6.2.5 The Terminal User shall ensure that after arrival of the LNG carrier at the Port's roadstead and completing all port formalities and provided that the LNG carrier is ready to enter the Port and approach the Unloading Berth and unload LNG cargo, the LNG carrier's Master forwards the Notice of Readiness to the Operator. The Terminal User shall ensure that the Notice of Readiness is submitted to the Operator immediately after the following conditions are met:

6.2.5.1 the Arrival Timeframe for that LNG carrier has commenced as agreed and indicated in the Schedules of Calls or the Regasification Order, subject to clause 6.2.9;

6.2.5.2 the LNG carrier arrives at the roadstead of the Unloading Port,

6.2.5.3 the LNG carrier has obtained the permits required under the FSRU Terminal Code and the law to enter the port and approach the Terminal's Unloading Berth,

6.2.5.4 the LNG carrier has received consent from the ship owner or the owner of LNG being transported and the Terminal User to commence the unloading operation,

6.2.5.5 the availability of the necessary Port Operations is confirmed, in particular the assistance required firefighting vessels, tugs, pilots, linesmen and mooring boats;

6.2.5.6 the LNG carrier is ready to perform the procedure of entering the Port and approaching the Unloading Berth as well as unloading LNG.

6.2.6 The Notice of Readiness shall be accepted by the Operator at any time 24/7. Upon receipt of the Notice of Readiness sent by the LNG carrier, the Operator shall commence cooperation with the LNG carrier's Master and, to the extent of the Operator's accountability under applicable regulations of agreements, it will exercise due diligence with a view to safe mooring of the LNG carrier at the Unloading Berth designated for it as soon as practicable.

6.2.7 If the delivery date of the notice of arrival makes it possible to unload LNG within the agreed Laytime and if no limitations have occurred preventing the LNG carrier from unloading during the time agreed in the Schedule of Calls or in the Regasification Order and the Terminal User has not expressed a different explicit objection, the Operator shall immediately: Grant the consent to the Terminal User, the LNG carrier's Master and the Harbour Master for the LNG carrier to approach the Unloading Berth. The Acceptance of the Notice of Readiness by the Operator takes place upon the LNG Carrier's mooring at the Unloading Berth at *all-fast* time agreed between the Operator and the LNG Carrier's master and shall mean the readiness of the Terminal to start the Laytime.

6.2.8 The Terminal User shall endeavour to have the LNG Carrier moored at the FSRU within 6 hours of the LNG Carrier Master sending a Notice of Readiness to the Operator, unless this is not possible for reasons beyond the Terminal User's control, in particular due to the occurrence of an Emergency, a Force Majeure event, bad or adverse weather conditions, the decision of the Harbour Master or the unavailability of the Port Operations. The Terminal User shall also ensure that the LNG carrier departs from the

Unloading Port within 2 hours from completion of unloading operation pursuant to clause 6.3.10. Once unmoored, the LNG carrier shall depart from the Unloading Berth and the approach fairway within 2 hours, in such a way as to allow another LNG carrier to approach it The aggregate time of the operations described above and of the LNG carrier's unloading shall not exceed 58 hours. The Terminal User shall cover all damage and costs incurred by the Operator or other Terminal Users caused by failure to observe the requirements set forth hereinabove and resulting in particular from impossibility of arrival of another LNG carrier or lack of possibility of commencement of LNG unloading from another LNG carrier.

6.2.9 In the event that the LNG carrier sends the Notice of Readiness at the time preceding the Arrival Timeframe designated for a given LNG carrier, the Operator shall make every effort, insofar as the Terminal's technical capabilities allow, especially the availability of sufficient Process Storage capacity, to accept the LNG carrier at the Terminal ahead of the time limit provided that it does not collide with unloading of LNG carriers of other Terminal Users.

6.2.10 The Operator may refuse to accept the LNG carrier of the Terminal User who sends the Notice of Readiness after the expiry of the Arrival Timeframes assigned thereto. The Operator shall make every effort to accept the LNG carrier at the Terminal, provided that this does not interfere with the Operator's obligations towards other Terminal Users.

6.2.11 If an LNG carrier submits a Notice of Readiness after the Arrival Timeframe assigned to it, the Operator may shorten the duration of a Slot assigned to the Terminal User in question by the number of hours corresponding to the exceedance of the Slot, which may result in:

6.2.11.1 a limitation of the allowed Discharged LNG Quantity to the quantity which can be regasified and transferred to the Exit Point in the time corresponding to the shortened Slot;

6.2.11.2 the necessity for the Terminal User to order Additional Services and use them within the Slot.

6.2.12 If several LNG carriers arrive at the Terminal within the Arrival Timeframes designated for them or earlier, and due to bad or unfavourable weather conditions they are not unloaded, then after cessation of those bad or unfavourable conditions the Operator shall unload those LNG carriers according to the order of their respective Arrival Timeframes, unless otherwise agreed with the Terminal Users concerned. If the unloading of LNG from the LNG carrier has been halted for reasons attributable to the Operator and the LNG carrier has resubmitted its Notice of Readiness, the Operator shall grant its consent to the Terminal User, the LNG carrier's Master and the Harbour Master to accept the LNG carrier at the Unloading Berth as soon as possible.

6.2.13 Prior to arriving at the Port, the LNG carrier Master or his representative (captain) and the FSRU Master or his representative (senior officer) shall complete and sign checklists in accordance with the "Ship to Ship Transfer Guide for Petroleum, Chemicals and Liquefied Gases" i.e.:

6.2.13.1 „Before Operations" - prior to the commencement of the Port entry procedure;

6.2.13.2 „Pre-Mooring" - prior to the commencement of mooring operations.

6.2.14 The LNG carrier shall arrive at the port while observing all the provisions of law applicable in this respect, including the regulations in place at the Port. The Terminal User shall ensure, free of charge for the Operator, that the LNG carrier obtains all required licenses and permits required for the arrival of the LNG carrier at the Port and use of the port infrastructure.

6.2.15 The Terminal User shall ensure that the LNG carrier, while in port, observes all the applicable provisions of law; in particular, it shall also ensure, at its expense and risk, the assistance of fire-fighting vessels, tug boats, pilots and linesmen, as required for a given LNG carrier. Port Operations are not provided by the Operator. The Terminal User shall be liable towards the Operator for the technical condition, activities and safety of the LNG carrier in the Port.

6.3 LNG unloading rules

6.3.1 The LNG carrier's unloading operation shall be carried out during the Laytime. Unloading of LNG shall take place within the Slot and shall commence no earlier than the first hour of the first Gas Day of the Slot, unless the Operator consents to an earlier commencement of unloading, specifying the conditions for such consent. In particular, the Operator shall consent to the commencement of the LNG carrier unloading during the Arrival Timeframe provided that the following cumulative conditions are met:

6.3.1.1 the Terminal User submits an application to the Operator for an early commencement of unloading operation;

6.3.1.2 a Notice of Readiness is submitted to the Operator after the start of the Arrival Timeframe established for a given LNG carrier;

6.3.1.3 the free capacity of the FSRU tanks allows the Cargo to be unloaded from a given LNG carrier;

6.3.1.4 the regasification level stipulated in the Process Storage Program in the period from the beginning of the LNG carrier unloading operation until the end of the Arrival Timeframe allows for regasification at the level established in accordance with the provisions of clause 7.2.22 or the Terminal User orders the Separated Contractual Capacity for that period at a level allowing for the regasification level established in accordance with clause 7.2.22;

in which case the Laytime for a given LNG carrier shall commence as soon as that LNG carrier is moored at the FSRU ("*all fast*" command).

6.3.2 The terminal shall provide the capability to unload LNG using either four flexible hoses of 10 inches in diameter each and a capacity of 2,250 m3 LNG/h each, or more flexible hoses with a total capacity (maximum discharge rate) of 9,000 m3 LNG/h, together with appropriate adapters for use with 16-inch diameter vessel connections, in 2-hose connection arrangement.

6.3.3 After arriving at the port and before the unloading begins, the LNG carrier's Master or his representative (captain) and the FSRU Terminal's representative (senior officer) shall perform the following activities:

6.3.3.1 jointly conduct the inspection of the safety condition of the LNG carrier and afterwards they shall sign the Ship Shore Safety Check List as described in the Marine Operations Manual, consistent with the form available at a given time at the Operator's website;

6.3.3.2 agree the unloading plan (exchange of information according to the Pre-Discharging meeting agenda form constituting an appendix to the Marine Operations Manual);

6.3.3.3 agree the means and rules of communication and alarming between the Operator and LNG carrier as well as the rules of procedure in case of emergency.

6.3.3.4 exchange other information necessary for safe and efficient unloading operations.

6.3.4 The Terminal User shall ensure that, before the unloading begins, the LNG carrier's Master or his agent provide the Operator with copies of the following documents: bill of lading, certificate of the cargo quality, protests from the LNG carrier's last port-of-call (if any), CTMS report of loading, Time Sheet, Cargo Manifest.

6.3.5 The Terminal User shall ensure that, immediately after the LNG carrier arrives at the Port of Unloading and after the activities specified in clauses 6.3.2 and 6.3.4 are performed and after the LNG carrier obtains all the approvals prescribed by the FSRU Terminal Code and the provisions of law, which are required to begin the unloading process and having fulfilled the obligations set forth in clause 6.3.6, the LNG carrier's Master notifies the Operator about its readiness for unloading.

6.3.6 Unloading activities shall not begin until:

6.3.6.1 the LNG carrier's Master or his representative and the FSRU captain or his representative agree upon and sign all the unloading safety principles;

6.3.6.2 Operator's consent to commence the unloading operation is obtained.

6.3.7 Unloading activities and LNG carrier's safe berthing

6.3.7.1 The unloading shall be performed in accordance with the unloading plan established in accordance with clause 6.3.3.2.

6.3.7.2 During berthing, the LNG carrier shall be provided with adequate marking and lighting, in accordance with requirements resulting from applicable provisions of law.

6.3.7.3 When at the Unloading Berth, the LNG carrier shall be manned by an adequate number of crew to ensure immediate readiness of the LNG carrier for manoeuvring and for fire extinguishing.

6.3.7.4 When at the Unloading Berth, the LNG carrier shall arrange the deck watch to supervise that the unloading is carried out correctly and to provide fire monitoring.

6.3.7.5 The Operator has the right to halt the unloading activities or demand departure of the LNG carrier from the Unloading Berth in the following cases:

6.3.7.5.1 the LNG carrier has violated port regulations or safety and fire protection regulations or environmental regulations and if any decisions regarding the berthing and unloading, as agreed with the Operator and/or captain / FSRU senior master have been violated;

6.3.7.5.2 lack of the actual readiness of the LNG carrier to commence or continue unloading (clause 6.3.5);

6.3.7.5.3 when the LNG being delivered does not meet the agreed quality parameters;

6.3.7.5.4 occurrence of an Emergency Situation, including Force Majeure;

6.3.7.5.5 failure of the LNG carrier's or Terminal's handling equipment, in particular when any leak/loss of integrity is found in that equipment;

6.3.7.5.6 failure of the lighting installation at the Port, FSRU, Unloading Berth, or Unloading Platform;

6.3.7.5.7 a strike that affects the proper functioning of the Terminal;

6.3.7.5.8 actions taken by the Operator aimed at ensuring safety of persons and property located at the Unloading Berth;

6.3.7.5.9 occurrence of weather conditions that prevent or hinder safe unloading, in particular: a thunderstorm with lightning, strong winds or waves which endanger the LNG carrier's safe berthing at the FSRU, or the FSRU's at the Unloading Platform.

6.3.7.5.10 finding of gross inconsistency with the arrangements made in the Ship/Shore safety check list or occurrence of other circumstances endangering the safety of the LNG carrier or the Terminal.

6.3.8 If the LNG carrier was made to depart from the Unloading Berth before the unloading was completed, then all the elements of this procedure related to safety and measurements should be performed again after the LNG carrier is moored at the FSRU.

6.3.9 In the event that, independently of the Operator or Terminal User, the unloading operation exceeds the set Laytime, and this excess occurs as a result of Force Majeure or occurrence of poor or unfavourable weather conditions, the Terminal User or the Operator shall have the right to interrupt the unloading operation. In such a situation, the Terminal User shall be entitled to unload LNG at another time agreed with the Operator.

6.3.10 The unloading operation shall be completed upon disconnecting and removing the FSRU unloading equipment (unloading hoses and auxiliary equipment) away from the LNG Carrier's operating envelope and the FSRU crew have left the LNG Carrier. Once the unloading operation is completed and the necessary formalities for the documentation of the Cargo have been completed, the LNG Carrier shall depart from the Unloading Berth and the Port without undue delay.

6.3.11 Documents stating the quantity of Cargo on the LNG Carrier before and after unloading are signed by the Surveyor and the LNG Carrier's Master or his representative. The Terminal User's Representatives may participate in the activities referred to in the previous sentence. The Operator's representative shall acknowledge receipt of a copy of the documentation.

6.4 Using the port infrastructure

6.4.1 The Terminal User shall ensure that all port charges applicable to the LNG carriers of that Terminal User, as determined in accordance with applicable regulations, are duly settled.

6.4.2 If the LNG carrier is berthing at the Unloading Berth without the Operator's consent or for a period longer than specified as prescribed by the FSRU Terminal Code or after the Operator issues an order for the LNG carrier to depart from the Unloading Berth or the Port of Unloading, the Terminal User shall cover all the consequent damage or costs incurred by the Operator or third parties, resulting in particular from inability of another LNG Carrier or another vessel to arrive, inability to start unloading LNG from another LNG carrier, damage to the port infrastructure, including the Unloading Berth, which may involve, without limitation, indemnities, rebates that third parties may demand from the Operator, any costs incurred to restore the Terminal's correct operation and any damage caused to the Terminal's technical infrastructure, including the Unloading Berth.

6.5 LNG quality parameters

6.5.1 The Terminal User shall deliver to the FSRU the LNG with the quality parameters compliant with clauses 6.5.3 and 6.5.4. If a Terminal User delivers LNG of the quality referred to in the first sentence, the Operator shall ensure that regasification of such

LNG in the FSRU Terminal will produce Gaseous Fuel corresponding to the quality parameters specified in clause 6.5.4.

6.5.2 The Terminal User shall inform the Operator as soon as practicable about all deviations of the LNG delivered to the Terminal from the quality parameters referred to in clause 6.5.1.

6.5.3 The quality parameters of the liquefied natural gas delivered to the FSRU should fall within the range specified in the table below:

LNG PARAMETERS **Physical and Quality**	**Minimum**	**Maximum**
Density at -159,8 °C	423.6	470
Content of particular components		
C1	not less than 87%	
C2	not more than 8,37%	
C3	not more than 3%	
iC4+ nC4	not more than 1,2%	
nC5	not more than 0,1%	
N2	not more than 1%	
CO2	not more than 50 ppmv	
Hg	not more than 0,01 µg/m^3	

6.5.4 The heat of combustion, the Wobbe Index and the content of other components in BOG such as hydrogen sulphide, total sulphur and mercaptan sulphur shall be compliant with the values below:

Gaseous Fuel quality characteristics	**Unit of measurement**	**Value / range**
Range of variation of the Wobbe Index for the Gaseous Fuel	MJ/m^3	45,0 ÷ 56,9
	kWh/m^3	12,500 ÷ 15,806
Heat of combustion	MJ/m^3	not less than 38.0
	kWh/m^3	not less than 10.556
Hydrogen sulphide content*	mg/m^3	not more than 7.0
Total sulphur content*	mg/m^3	not more than 40.0
Mercaptan sulphur content*	mg/m^3	not more than 16.0

* The values in the table are given for Normal Conditions.

6.5.5 If the LNG quality parameters specified in the Loading Certificate are found not compliant with the specifications laid down in clauses 6.5.1, 6.5.3 i 6.5.4, the Operator shall refuse to accept such Cargo for reasons of the necessity to maintain the quality of the Gaseous Fuel at the Exit Point in accordance with clause 6.5.4.

6.6 Cargo Information Notice and measurement methods

6.6.1 The Terminal User shall ensure that all requisite documents are sent immediately upon their receipt by e-mail to the address: notifications.fsru@gaz-system.pl (jointly referred to as the Cargo Information Notice), including the following data:

6.6.1.1 name of the LNG carrier by which the Terminal User will deliver the LNG Cargo to FSRU;

6.6.1.2 date and time of departure from the port of loading;

6.6.1.3 name of the Terminal of loading;

6.6.1.4 estimated time of arrival at the Terminal (ETA);

6.6.1.5 energy quantity, density and volume of LNG in the LNG carrier's tanks at the time of departure from the port of loading;

6.6.1.6 Certificate of Quality along with the LNG specification, said Certificate to include the information on the LNG quality parameters, and at least the information referred to in clauses 6.5.3 and 6.5.4;

6.6.1.7 Certificate of Origin [PL: *certyfikat pochodzenia*]

6.6.1.8 Cargo Manifest [PL: *manifest ładunkowy*]

6.6.2 The Terminal User shall ensure that the methods used to determine the LNG quality parameters measured when the LNG carrier is being loaded are consistent with international standards (ISO, GPA, CEN, ASTM). At the Operator's request, the Terminal User shall provide the Operator with the following information:

6.6.2.1 details of the LNG sampling method, including the vaporization method, and characteristics of the equipment used,

6.6.2.2 detailed description of the chromatographic method used to analyse the main LNG components (carbohydrates and nitrogen), including the calibration certificate and characteristics of the equipment used,

6.6.2.3 detailed description of the method used to analyse sulphur derivatives (H2S, COS, mercaptans, total sulphur), including calibration and characteristics of the equipment used,

6.6.2.4 detailed description of the method used to detect mercury in LNG and characteristics of the equipment used,

6.6.2.5 detailed description of the method used to detect oxygen in LNG and characteristics of the equipment used.

6.6.3 In the event that the LNG parameters of the Cargo which the Terminal User wishes to unload at the FSRU Terminal deviate from the LNG specifications set out in the FSRU Terminal Code, the Terminal User will apply to the Operator for the possibility of accepting such Cargo, attaching a Cargo Information Notice to the application, and the Operator shall provide the Terminal User with decision within 24 (twenty-four) hours of the receipt thereof on the rejection of such Cargo or the acceptance of such Cargo, or

will indicate a different deadline for providing feedback no longer than 3 (three) Business Days of receipt of the application.

6.6.4 If a Cargo has been unloaded which does not comply with the Cargo Information Notice (except for natural change of its composition due to elapse of time during transport – so-called aging process), provisions of clause 6.5.1 or arrangements between the Parties, and the Operator had not expressly consented in advance to receive it, the Terminal User shall cover the expenses and any damage resulting from such inconsistency and suffered by the Operator, in particular any penalties, indemnities, rebates which third parties may demand from the Operator, any costs incurred in connection with restoring compliance of LNG or Gaseous Fuel with the required quality parameters and damage caused to the technical infrastructure of the Terminal.

6.6.5 The Operator may at any time halt the unloading of the Cargo found inconsistent with the provisions of clause 6.5.1 or arrangements between the Parties.

6.6.6 Should the Operator refuse to receive the Cargo due to inadequate quality of LNG, the Terminal User shall be entitled to unload LNG at a different time agreed with the Operator, provided that the LNG meets the quality parameters set out in clause 6.5.1.

6.7 Determination of the quantity of LNG being unloaded and Discharge Report

6.7.1 The measurement of the LNG unloaded from the LNG Carrier is performed using the Custody Transfer Measurement System– CTMS) installed on the LNG Carrier. The measurement equipment installed on the LNG Carrier shall have valid calibration certificates issued by classification societies.

6.7.2 Discharged LNG Quantity is determined by a Surveyor selected by the Terminal User from the list published on the Operator's website. The Terminal User and the Operator shall consult the list of Surveyors with each other and agree on its contents prior to its publication. The Terminal User and the Operator shall cover the costs of the work of the Surveyor in equal shares. The Surveyor shall participate in all measurements made on the LNG Carrier, as well as sampling and chromatographic analysis.

6.7.3 The Surveyor shall draw up a Report of Calculations, binding upon the Parties, specifying the Discharged LNG Quantity (expressed in units of energy - kWh) in reference conditions in accordance with the TNC, i.e. gas volume at temperature of 0°C and heat of combustion at temperature of 25°C, on the basis of measurement data on the LNG Carrier and chromatographic analysis readings made in accordance with the provisions of clause 6.8.11. The Report of Calculations will also specify the Discharged LNG Quantity (expressed in cubic meters) and the quality parameters of the Discharged LNG Quantity. The Certificate of Quantities will be the basis for quantitative and qualitative settlements of Discharged LNG Quantity between the Operator and the Terminal User, subject to the provisions of clauses 6.7.11 and 6.8.14.

6.7.4 The measurements may be attended by the representatives of the Operator and representatives of the Terminal User.

6.7.5 The Surveyor is responsible for verifying the measurement of LNG quantity.

6.7.6 The Terminal User and the Operator shall cooperate in order to ensure the proper performance of the Surveyor's tasks. The Terminal User shall be responsible towards the Operator for the proper performance of the tasks of the Surveyor, unless the Operator remains a party to the agreement with the Surveyor.

6.7.7 The Operator and the Terminal User may participate in the Cargo measurements on board the LNG Carrier, before and respectively after the unloading of the LNG, (e.g. measurements of draft, heel, level, temperature and pressure in the tanks of the LNG Carrier), in accordance with the provisions of clause 6.8.

6.7.8 The Preliminary Report of Calculations (prepared by the Surveyor) shall be signed by the Surveyor, and by the LNG Carrier's Master. It may also be signed by a representative of the Terminal User or a representative of the Operator if they participated in the measurements of the Cargo on board the LNG Carrier. The Operator, the Terminal User and the LNG supplier will each receive at least one copy of the Preliminary Report of Calculations.

6.7.9 If the Surveyor finds that the Terminal User's representative does not attend the inspection/measurement of the Cargo, the preliminary Report of Calculations will be deemed accepted without the need to obtain the Terminal User's representative's signature.

6.7.10 If the Terminal User or the Operator disputes the content of the preliminary Report of Calculations, a objection to this effect must be submitted prior to the signing of the preliminary Report of Calculations, to the minutes prepared by the Surveyor, or within 3 (three) days of the date of signing the preliminary Report of Calculations, at the same time attaching the documents or materials justifying the objection. If the objection is not substantiated as a result of failure to provide materials in accordance with this clause, the objection shall be rejected and the preliminary Report of Calculations prepared by the Surveyor shall be deemed a final Report of Calculations which shall become binding upon the Parties 3 (three) days of the date of its drawing up.

6.7.11 The Operator and the Terminal User shall, within 7 (seven) days of the date of filing the objection, determine in writing in the Report of Calculations form the Discharged LNG Quantity that shall be deemed binding upon the Parties. Otherwise, the Party submitting the objection may request an opinion on the subject matter of the dispute from a testing laboratory accredited as a certification body, obtained in accordance with the rules and procedure set out in the Act of 30 August 2002 on the Conformity Assessment System (Journal of Laws of 2023, item 215). This opinion shall be binding upon the Parties concerned. The Parties shall cover the cost of obtaining an opinion in proportion to the extent to which the reservations of a given Party are not confirmed by such an opinion. Until an opinion is issued by a testing laboratory accredited by a certification body, the Discharged LNG Quantity specified in the preliminary Report of Calculations drawn up by the Surveyor shall be deemed binding upon the Parties.

6.7.12 The quantity of LNG expressed in energy accepted by the Operator to the Terminal and delivered by the Terminal User is calculated in accordance with the following formula:

$$\boldsymbol{E = V \times d \times H_m - V \times \frac{273{,}15}{273{,}15+T_v} \times \frac{P_v}{1013{,}25} \times 11{,}037 - K_{GF} \times 15{,}421}$$

where:

E — Quantity of energy expressed in kWh, rounded to 1 kWh, delivered by the Terminal User and accepted by the Operator at the LNG Delivery Point;

V — Volume of unloaded LNG expressed in m^3 and rounded to 1 m3;

d — Density of LNG samples, expressed in kg/m3 (kilogram per cubic metre) rounded to 0,01, determined in accordance with the GIIGNL "LNG Custody Transfer Handbook" and the ISO 6578 technical standard. Density for calculating the E value is calculated using the following formula:

$$d = \frac{\sum(X_i \times M_i)}{\sum(X_i \times V_i) - X_m \times \left[K_1 + \frac{(K_2 - K_1) \times X_n}{0{,}0425}\right]}$$

where:

Vi *- molar volume of "i" component expressed in m3/kmol at the temperature (T1) corresponding to the average temperature of the LNG in the tanks of the LNG Carrier immediately prior to discharge expressed in degrees Celsius (˚C) after rounding to one (1) decimal place; value obtained by linear interpolation of the relevant data to six (6) decimal places in accordance with the ISO technical standard 6578;*

K1 *- volume adjustment expressed in m3/kmol at temperature T1 related to the presence of hydrocarbon components in the mixture, calculated by linear interpolation of the corresponding data (following a temperature conversion to ˚C) rounded up to six (6) decimal places in accordance with the technical standard ISO 6578;*

K2 *- volume adjustment expressed in m3/kmol at temperature T1 related to the presence of nitrogen in the mixture, calculated by linear interpolation of the corresponding data (following a temperature conversion to ˚C) rounded up to six (6) decimal places in accordance with the technical standard ISO 6578;*

Xn *- Xi value for nitrogen;*

Xm *- Xi value for methane.*

H_M Heat of combustion (in relation to the unit of mass) of the liquid cargo expressed in kWh/kg, determined in accordance with the GIIGNL "LNG Custody Transfer Handbook" and the technical standard ISO 6976 and rounded to the second (2) decimal place, determined for an ideal dry gas at a temperature of 25˚C and an absolute pressure of 101.325 kPa. Heat of combustion will be calculated using the following formula:

$$Hm = \frac{\sum(Xi \times Mi \times Hi)}{\sum(Xi \times Mi) \times 3.6}$$

where:

Xi *- molar fraction of "i" component determined by chromatographic analysis of the LNG sample taken at discharge, rounded to six (6) decimal places;*

Mi *- molecular weight of 'i' component expressed in kg/kmol according to ISO 6976 technical standard;*

Hi *- heat of combustion (in relation to the unit of mass), expressed in Mj/kg. The Hi value will be determined for an ideal dry gas under reference conditions: temperature 25˚C and absolute pressure 101,325 kPa in accordance with the ISO technical standard 6976.*

T_V Average vapour temperature in the tanks of the LNG Carrier immediately after discharge, expressed in degrees Celsius (˚C) rounded to one (1) decimal place;

P_V Average absolute vapour pressure of LNG in the tanks of the LNG Carrier immediately after discharge expressed in millibars, rounded to one (1) millibar;

K_{GF} Mass of gas consumed for own purposes, measured upon discharge, expressed in kilograms and rounded to one (1) kilogram;

11.037 The figure 11.037 in the **E** formula means the heat of combustion of pure (100%) methane, expressed in kWh/m3, in relation to a unit of volume, determined for an ideal dry gas at a reference temperature of 25˚C and an absolute pressure of 101.325 kPa; the volumetric expression of heat of combustion of the gas vapour returned to the ship,

15.421 Heat of combustion value for gas vapour (assumed 100% methane) on a mass basis that was consumed for the LNG carrier's own purposes.

The Volume of Unloaded LNG (V) shall be determined as the difference between the pre-discharge measurement of LNG volume and post-discharge measurement of LNG volume.

6.8 Detailed rules for measuring LNG quantity and quality parameters.

6.8.1 All LNG tanks present on the LNG carrier should be calibrated in accordance with the ISO standards applicable in this respect and GIIGNL „LNG Custody Transfer Handbook" by an independent institution authorized to issue certificates. The certification institution shall issue documents specifying: tank sounding tables and adjustment tables essential for calculation of the Cargo quantity on the LNG carrier - i.e. in particular trim corrections, list corrections, corrections for the thermal shrinkage factor for material of which the LNG carrier tanks are made, as well as all other adjustments for measuring equipment, essential for performance of the relevant Cargo calculations.

6.8.2 Each LNG cargo tank on the LNG Carrier should be equipped with two separate and independent liquid level measurement systems, i.e. a main system and an auxiliary system.

6.8.3 Each LNG tank on LNG Carrier should be equipped with a minimum of 5 (five) temperature measuring devices. The measuring devices in each tank should be in the following arrangement:

6.8.3.1 one at the top of the tank (close to the cover), in the compartment for vapour before discharge;

6.8.3.2 one at the bottom of the tank (near the base), in the compartment for LNG after discharge (*heel*);

6.8.3.3 three more in the remaining parts of the tank for LNG after loading.

Such an arrangement of devices will be used to measure the temperature of the liquid and vapour in the tanks of the LNG Carrier. The permissible measurement error for the temperature measuring devices should be within the ranges indicated in the table below:

Temperature range ˚C	Permissible error +/- ˚C
-165 to -145	± 0.2
-145 to +40	± 1.5

6.8.4 Each LNG tank on the LNG Carrier should be equipped with a BOG absolute pressure measurement system. The permissible measurement error for an operating range of 800 (eight hundred) to 1400 (one thousand four hundred) millibars should be within the range of (±) one percent (1%).

6.8.5 If there are discrepancies in the determination of the Discharged LNG Quantity on the basis of the LNG Carrier's inspection and with the use of the Terminal's measurement equipment or there is reasonable doubt as to the correctness of the calibration of the LNG Carrier's tanks, the Operator may request that the volume of the LNG Carrier's tanks be recalibrated by an institution indicated jointly by the Terminal User and the Operator and may revoke the LNG Carrier's approval. If the results of the recalibration do not confirm the Operator's reservations, its costs shall be covered by the Operator, provided that the Operator's representative was allowed to participate in the calibration activities.

6.8.6 If the Terminal User becomes aware or has a justified suspicion that any parameters of the LNG Carrier's tanks may have changed, the Terminal User shall immediately notify the Operator and apply to the owner or the shipowner / operator or the LNG Carrier for recalibration of the tanks.

6.8.7 The Operator shall provide the Terminal User, the LNG supplier and the Surveyor with the opportunity to participate in the chromatographic analysis of the LNG composition.

6.8.8 The Terminal User will provide the Operator, the LNG supplier and the Surveyor with the opportunity to participate in any measurement activities conducted on the LNG Carrier in accordance with the GIIGNL "LNG Custody Transfer Handbook".

6.8.9 The Operator will perform LNG sampling for each delivery according to the continuous sampling method compliant with the standard specified in the GIIGNL "LNG Custody Transfer Handbook".

6.8.10 At the Terminal User's request, the Operator will provide the Terminal User with one or two containers with a sample of LNG taken during unloading. If necessary, the sample container for the LNG supplier will be handed over by the Terminal User to the LNG Carrier's Master against the handover report.

6.8.11 The chemical composition of the discharged LNG will be determined on the basis of a laboratory test of the samples taken downstream the LNG Delivery Point consisting in a chromatographic analysis performed in accordance with the standard specified in the GIIGNL "LNG Custody Transfer Handbook". The testing will be conducted at the metering station at the FSRU, in accordance with applicable laws and regulations and recognised international and national industry standards.

6.8.12 Immediately after completion of the tests, the Operator shall provide the Surveyor and the Terminal User with the result of the chromatographic analysis of the chemical composition of the discharged LNG.

6.8.13 The Operator shall provide the Terminal User, the LNG supplier and the Surveyor with the possibility to inspect the technical documentation of the measuring and testing equipment and the sampling installation. The Operator or the Terminal User, as the case may be, shall authorise the Surveyor to review all valid licenses and equipment calibration certificates to ascertain the compliance of measurement and testing methods with the applicable standards. In the event of any inconsistency in the licenses and calibration certificates for the metering equipment on the LNG Carrier or on the FSRU, the Surveyor shall have the right to object to the measurement results, and in such case the Parties shall immediately agree upon the method of determining the Discharged LNG Quantity.

6.8.14 In the event that it is not possible to properly measure the Discharged LNG Quantity for any reasons, in particular if the method of determining the Discharged LNG Quantity has not been agreed in accordance with clause 6.8.13, the Operator and Terminal User shall agree the method of settlement.

6.8.15 LNG level measurement

6.8.15.1 Measurements of the level of LNG which serve as a basis for calculating the volume of Discharged Quantity of LNG, and therefore for settlements between the Parties, shall be made during LNG unloading activities from the LNG Carrier.

6.8.15.2 On the LNG Carrier, two measurements of the LNG level of in the cargo tanks take place: before unloading and after unloading.

6.8.15.3 During both measurements, the unloading hoses shall be liquid free and the valves on the LNG Carrier's flanges (manifolds) and FSRU shall be closed.

6.8.15.4 The LNG Carrier must have all the necessary measurement tables (including adjustment tables) in accordance with the requirements specified by the classification society competent for the LNG Carrier and compliant with: "LNG Custody Transfer Handbook". The measurement tables and adjustment tables shall be handed over to the Surveyor during the pre-unloading meeting.

6.8.15.5 The Operator will require the use of a method of measuring the liquid level in the tanks of the LNG Carrier in accordance with GIIGNL's "LNG Custody Transfer Handbook", and in particular: the measurement of the liquid level should be carried out with an accuracy of 1mm (one millimetre) in each of the tanks of the respective LNG Carrier, using the main liquid level measurement system, subject to the deviations allowed in the GIIGNL handbook referred to above. In the event that it is not possible to take a reading from the main measuring system, an auxiliary system should be used. A minimum of 5 (five) liquid level readings should be taken at the shortest possible intervals (max. 20 sec.). The arithmetic average of all the readings including corrections for trim, heel and temperature should be taken as the liquid level in a given tank. The trim and heel measurement should be taken simultaneously with the measurement of the liquid level. The valves on the tanks should be closed while the reading is being taken. No ballasting or bunkering of the vessel or any movement of LNG should be carried out.

6.8.16 Temperature measurements.

6.8.16.1 The measurement of the average temperature of the liquid phase in each LNG carrier's tank should be carried out immediately prior to the commencement of the discharge, in parallel with the measurement of the liquid level, using only those devices that are fully immersed in LNG. The reading should be taken with 0.01˚C accuracy (one hundredth of a degree Celsius). The value taken for a given LNG tank shall be the arithmetic average of all the readings rounded to 0.1 (one decimal place). The average temperature value for the entire liquid cargo shall be calculated with 0.1 accuracy (one decimal place) as the arithmetic mean of the values obtained from all LNG tanks.

6.8.16.2 The overall temperature measurement error should exceed 0.5 (half) ˚C.

6.8.17 Determination of the Volume of Discharged LNG Quantity.

6.8.17.1 All volumes of LNG determined in cubic metres (m3) and rounded to 0.001m^3 (one thousandth of a cubic metre) shall be determined using the vessel's measurement tables in accordance with the procedure described in clause 6.8.15.4.

6.8.18 BOG (boil-off gas) pressure measurement.

6.8.18.1 The measurement of the BOG pressure in each tank of the LNG carrier should be carried out immediately after the discharge, concurrently with the measurement of the liquid level. The measurement should be carried out with 1 mbar (one millibar) accuracy. The vapour pressure value for the entire volume of the gaseous phase in the LNG carrier's cargo tanks should be calculated as the arithmetic average of the measurements taken in all tanks. The resulting value will be rounded with 1 mbar (one millibar) accuracy and will be taken as the average of vapour phase pressure value for the entire LNG carrier.

6.8.18.2 The method of measuring BOG vapour pressure is defined by the standard indicated in the GIIGNL's 'LNG Custody Transfer Handbook'. The total error of vapour pressure measurement should not exceed 1% (one percent).

6.8.19 Measurement of LNG quality parameters.

6.8.19.1 The sampling and sample preparation process shall be carried out in accordance with the requirements specified in the standard referred to in the GIIGNL "LNG Custody Transfer Handbook".

6.8.19.2 The Operator shall determine the LNG quality parameters on the basis of chromatographic analysis performed in accordance with the standard referred to in the GIIGNL "LNG Custody Transfer Handbook".

6.8.19.3 LNG shall be sampled downstream LNG Delivery Point.

6.8.19.4 If, for any reason, it is not possible to properly measure LNG quality parameters in accordance with clauses 6.8.19.1 - 6.8.19.3, the LNG quality parameters performed on the basis of the LNG sample delivered from the LNG Carrier on the basis of chromatographic analysis performed in a certified laboratory shall be assumed as binding upon the Parties.

6.8.19.5 In the event referred to in clause 6.8.19.4 and in the absence of an LNG sample delivered from the LNG carrier, the LNG quality parameters based on the LNG loading certificate shall be adopted.

6.8.20 Determination of gas density.

6.8.20.1 Gas density shall be determined in accordance with the standard specified in the GIIGNL "LNG Custody Transfer Handbook". The calculation shall be made in accordance with the formula and for the reference conditions given in clause 6.7.12.

6.8.21 Determination of the Gross Calorific Value.

6.8.21.1 Gross Calorific Value of discharged LNG shall be determined in accordance with the standard specified in the GIIGNL "LNG Custody Transfer Handbook". The calculation shall be made in accordance with the formula and for the reference conditions given in clause 6.7.12.

7. REGASIFICATION

7.1 Minimum Regasification Capacity and Contractual Capacity

7.1.1 The range of capacities offered at the FSRU Terminal by the Operator ranges from 670,620 kWh/h of Gaseous Fuel (Minimum Regasification Capacity) to a nominal capacity of 8,757,180 kWh/h of Gaseous Fuel (Contractual Capacity).

7.1.2 In order to ensure the continuity of the Terminal's operation, the Terminal User is obliged to maintain the Minimum Regasification Capacity at any time during the Slot in the period from the commencement of unloading of a LNG Carrier of a given Terminal User within this Slot, and in the period beyond the Slot until the commencement of unloading of the following LNG Carrier calling at the Terminal. The Operator shall include this commitment in the Process Storage Program.

7.1.3 In the event that one or more Slots following a Slot allocated to a given Terminal User are not allocated, that Terminal User shall be responsible for maintaining the Minimum Regasification Capacity in the period from the commencement of unloading of the LNG Carrier of that Terminal User until the commencement of unloading of the next LNG Carrier calling at the Terminal. The Terminal User will be informed of this fact no later than 20 calendar days prior the start date of its assigned Slot, unless the Parties agree upon a different date. In addition, the Operator may shorten the period during which the Terminal User is obliged to maintain the Minimum Regasification Capacity without observing the aforementioned deadline of 20 days. The Operator shall include these commitments in the Process Storage Program.

7.1.4 If the quantity of unloaded LNG, the frequency of LNG Carrier calls and the quantity of Gaseous Fuel specified in the Nominations do not allow the Minimum Regasification Capacity to be maintained, the Terminal User shall cover all resulting damages and costs incurred by the Operator or other Terminal Users, resulting in particular, from the necessity of limiting or suspending Terminal operation and resuming the Terminal operation, including the costs of purchasing LNG, damages, rebates that third parties may request from the Operator, all costs incurred in connection with restoring proper operation of the Terminal and damages caused to the Terminal's technical infrastructure.

7.2 Nominations

7.2.1 In order to perform the Regasification Agreement, the Terminal User shall report in Nominations the quantities of Gaseous Fuel to be delivered at the Exit Point. Nominations may be amended by way of Renomination. A Renomination approved in accordance with the provisions of the FSRU Terminal Code acquires a status of an Approved Nomination.

7.2.2 In Nominations and Renominations, quantities of Gaseous Fuel are specified in kWh.

7.2.3 Nominations are submitted and billed on a daily basis.

7.2.4 The quantity of Gaseous Fuel specified in the Nominations should be determined in such a way that the Discharged LNG Quantity is regasified and transferred to the Exit Point by the Slot termination date while not exceeding the Contractual Capacity and maintaining regasification at least at the Minimum Regasification Capacity level.

7.2.5 If a Terminal User becomes aware of the possibility of a delay as to the date of arrival of a LNG Carrier at the Unloading Berth, in relation to the date agreed in the Monthly Schedule of Calls, the Terminal User shall immediately notify the Operator of this fact and, if necessary, submit the relevant Renominations.

7.2.6 The Nominations and Renominations submitted by the Terminal User should take into account the planned maintenance works on the plant as determined by the Operator in accordance with clause 10 as well as limitations and shutdowns implemented in the Terminal by the Operator in accordance with the provisions of the FSRU Terminal Code or in the Transmission System by the TSO in accordance with TNC.

7.2.7 In the event that the Operator is informed by the TSO, also in a manner other than that specified in clause 7.3about the lack of possibility of transmitting the Gaseous Fuel quantity specified in the Nomination, the Operator shall immediately inform the Terminal User thereof. Within 2 (two) hours of receiving the aforementioned information, the Terminal User is obligated to adjust the Nomination and submit the Renomination to the Operator.

7.2.8 The Nomination received by the Operator shall serve as a basis for the approval process of the Nomination by the Operator and the TSO.

7.2.9 Nominations and Renominations and information on their approval shall be forwarded in accordance with the procedures and conditions set out in clause 12.1.1.

7.2.10 The Operator shall forward the Nominations received from the Terminal User to the TSO.

7.2.11 The Nominations specify the hourly quantities of Gaseous Fuel transferred to the Exit Point for each Gas Day.

7.2.12 The hourly quantities of Gas Fuel specified in the Nominations and Renominations shall not:

7.2.12.1 exceed the maximum quantities specified as Contractual Capacity;

7.2.12.2 be less than the minimum quantity defined as the Minimum Regasification Capacity.

7.2.13 Hourly quantities of Gaseous Fuel included in Daily Nominations may be changed no more frequently than every 8 (eight) consecutive hours, regardless of which Gas Day the Nomination refers to, unless agreed otherwise by the Operator.

7.2.14 The Terminal User shall forward the Nominations to the Operator by 2:00 p.m. of the Gas Day preceding the Gas Day to which the Nomination pertains. If the Terminal User forwards more than one Nomination, the Operator shall consider the latest received Nomination.

7.2.15 The Operator shall inform the Terminal User about the approval or rejection of the Nomination by 4:00 p.m. of the Gas Day preceding the Gas Day to which the Nomination pertains.

7.2.16 A Nomination may be rejected if:

7.2.16.1 the hourly quantity of Gaseous Fuel included in the Nomination exceeds the applicable Contractual Capacity;

7.2.16.2 the hourly quantity of Gaseous Fuel included in the Nomination is lower than the applicable Minimum Regasification Capacity;

7.2.16.3 the quantity of Gaseous Fuel specified in the Nomination does not comply with the applicable Terminal User's Process Storage Program, whereas if the technical capabilities of the Terminal exist, the Operator may accept a Nomination which does not meet the above condition;

7.2.16.4 the quantity of Gaseous Fuel included in the Nomination does not take into account any limitations introduced by the Operator or the TSO, planned works at the facility or an Emergency Situation;

7.2.16.5 changes in hourly quantities occur more frequently than every 8 (eight) consecutive hours, unless agreed otherwise by the Operator.

7.2.17 If a Nomination is rejected, the Operator shall state the reasons for the rejection of the Nomination.

7.2.18 If the Nomination is rejected within the period referred to in clause 7.2.15, the Terminal User will forward a updated Nomination to the Operator by 5:00 p.m. of the Gas Day preceding the Gas Day to which the Nomination pertains.

7.2.19 The Operator shall inform the Terminal User about the approval or rejection of the updated Nomination by 7:00 p.m. of the Gas Day preceding the Gas Day to which the Nomination pertains.

7.2.20 In the event that the Parties do not agree upon the Nomination in the manner specified above, the value specifying the quantities of Gaseous Fuel at the level of the Minimum Regasification Capacity, taking into account the limitations and shutdowns referred to in clauses 7.2.4, 7.2.6, 7.2.16 and 7.3.2. The Operator shall forward information on Approved Nominations to the Terminal User by 7 p.m.

7.2.21 In the event that the Terminal User does not forward to the Operator, within the deadline specified in clause 7.2.14, the Nomination for the following Gas Day, the Operator shall consider the Nomination specifying the quantity of Gaseous Fuel at the level of the Minimum Regasification Capacity as submitted by the Terminal User, taking into account the limitations and shutdowns referred to in clause 7.2.4, 7.2.6, 7.2.16 and 7.3.2.

7.2.22 Throughout the duration of LNG carrier unloading operation, the Nominations shall not be lower than 5,674,500 kWh/h unless the Operator agrees to a lower Nomination (but never lower than 1,341,240 kWh/h). The Operator shall inform the Terminal User of the need to submit a Renomination if necessary.

7.3 Checking the compliance of the Nominations in the Transmission System

7.3.1 The Terminal User's Nominations should be consistent with the corresponding Nominations in the Transmission System.

7.3.2 In the event of a discrepancy between the Nominations referred to in clause 7.3.1, the "reduced flow" principle will be applied, which means that the flows in both systems will be reduced to the lower volume of the Nominations being compared.

7.3.3 In the situation referred to in clause 7.3.2, the Operator shall accept as Approved the Nomination specifying the quantity of Gaseous Fuel determined in accordance with the

provisions of clause 7.3.2. The Operator shall forward information on Approved Nominations to the Terminal User in accordance with the provisions set forth above.

7.4 Renomination

7.4.1 General provisions

7.4.1.1 A Terminal User may exercise Renominations of daily quantity of Gaseous Fuel, reported in the Nomination, as of 16:00 hours of the Gas Day preceding the Gas Day to which the Renomination pertains. Renomination of hourly quantity of Gaseous Fuel may be submitted no later than 10 (ten) hours prior to the first hour to which the amended Nomination pertains, regardless of which Gas Day the Renomination pertains to, unless the Operator agrees upon a later submission.

7.4.1.2 In no case may the Renomination of hourly quantity of Gaseous Fuel be submitted later than 2 (two) hours prior to the first hour to which the amended Nomination pertains. In the event of multiple Renominations being submitted in a given hour, the latest Renomination submitted before the full hour shall be considered.

7.4.1.3 Within 2 (two) hours of the receipt of the Renomination, the Operator shall inform the Terminal User of the acceptance or rejection of the Renomination together with the reasons for rejection of the Renomination..

7.4.1.4 The Renomination may be rejected due to the failure to fulfil the conditions listed in clause 7.4.1.1, 7.4.1.2 and 7.2.16, which applies accordingly.

7.4.1.5 If the Operator rejects the Renomination, the last Nomination approved by the Operator shall remain binding upon the Parties.

7.4.1.6 The Operator may change the Nomination or Renomination of a Terminal User in exceptional cases and emergency situations when an evident threat to the safety of operation of the FSRU Terminal or to the security and stability of the Transmission System exists. The Operator shall inform the President of ERO about any such action taken.

7.4.1.7 A Terminal User’s Nomination or Renomination may be modified after the Terminal User has been notified thereof, and the Operator has published information on limitations i.e. the date and extent of the modification, but the modification may take place no earlier than as of the first full hour following the hour in which the Terminal User was notified.

7.4.2 Checking the compliance of Renomination in the Transmission System

7.4.2.1 The Terminal User's Renominations should be consistent with the corresponding Nominations (Renominations) in the Transmission System.

7.4.2.2 In the event of a discrepancy between the Renomination referred to in clause 7.4.2.1 the "reduced flow" principle will be applied, which means that the flows in both systems will be reduced to the lower volume of the Renominations being compared.

7.4.2.3 In the situation referred to in clause 7.4.2.2, the Operator shall accept as approved the Renomination specifying the quantity of Gaseous Fuel determined in accordance with the provisions of clause 7.4.2.2. The Operator shall inform the Terminal User about approved Renominations within 2 (two) hours of receiving the Renomination.

7.5 Allocation

7.5.1 The quantity of Gaseous Fuel (expressed in energy units - kWh) transferred to a Terminal User at the Exit Point is established by the Operator.

7.5.2 The hourly quantity of Gaseous Fuel transferred to the Exit Point is the quantity specified in the last Approved Nomination or Renomination for a given Gas Day for a given Terminal User.

7.6 Rules for determining the quantity and quality parameters of Gaseous Fuel transferred to the Exit Point

7.6.1 The quantity of Gaseous Fuel transferred to the Transmission System at the Exit Point is established on the basis of the results of measurements taken in accordance with the provisions of the TNC and the allocation rules described in clause 7.5.

7.6.2 The measurement of the quantity of the Gaseous Fuel regasified and delivered to the Exit Point and its quality parameters shall be performed at the metering station at the FSRU, in accordance with the applicable relevant laws and regulations and recognised international and national industry standards.

7.6.3 In the event that the possibility of transferring Gaseous Fuel of a quality which is non-compliant with the requirements of TNC is determined, the Operator is obliged to immediately inform the Terminal User about the possibility of such occurrence.

7.7 Method of settling the quantities of LNG consumed by the FSRU

7.7.1 The rules for settling the quantity of LNG consumed by the Operator for the purpose of operating the FSRU, in particular to perform the regasification process, are set forth in the Tariff.

7.8 Rules of Purchasing LNG or Gaseous Fuel for the Operator's needs

7.8.1 The Operator may purchase LNG or Gaseous Fuel for its own needs from:

7.8.1.1 Terminal Users;

7.8.1.2 energy companies trading in LNG or Gaseous Fuel.

7.8.2 The Operator may purchase, and the Terminal User undertakes to sell to the Operator, during the Regasification Period of a Gas Year, LNG or Gaseous Fuel in a quantity of up to 2.5% (two and a half percent) of the Discharged LNG Quantity based on a VAT prepayment invoice which the Terminal User shall issue and deliver to the Operator within 4 (four) days following the end of the Gas Month in which the Operator made the purchase.

7.8.3 The Operator shall purchase LNG or Gaseous Fuel from the Terminal User at the Gas Reference Price or at a price equal to the documented acquisition costs. The Terminal User shall choose the price determination method.

7.8.4 The Operator is obliged to pay a VAT invoice within 14 (fourteen) days of receiving an invoice from the Terminal User.

7.9 Receipt of the Discharged LNG Quantity

7.9.1 For each LNG Carrier scheduled in the Schedule of Calls, the Terminal User is obliged to receive the delivery of the quantity of Gaseous Fuel corresponding to the Discharged LNG Quantity from the given LNG Carrier (minus the LCR) during the Slot period to which the given LNG Carrier will be assigned, irrespective of the time of commencement of the Laytime of the given LNG Carrier, subject to clause 4.1.11 and the Terminal

User's obligation to provide the Minimum Regasification Capacity in accordance with the provisions of clauses 7.1.2 and 7.1.3.

7.9.2 The Terminal User is obliged to submit the relevant Nominations to receive the entire Discharged LNG Quantity.

7.9.3 In the event that the Terminal User fails to submit Nominations to receive the Gaseous Fuel in accordance with clause 7.9.1 and the Storage Process Program agreed for that Terminal User, for reasons attributable to that Terminal User, which results in the Terminal User's failure to comply with the Storage Process Program in a manner that renders the unloading of another Terminal User's Cargo impossible, and the actions undertaken by the Parties referred to in clause 5.4.8 and 5.4.9 still do not make it possible to unload the Cargo, the Operator, subject to clause 5.4.8 and 5.4.9, may acquire the title to LNG or Gaseous Fuel for 50% of the Gas Reference Price in such quantity which causes such impossibility. The Operator shall immediately inform the Terminal User of its intention to acquire the title to LNG or Gaseous Fuel. The Terminal User may submit explanations regarding the inability to receive the Gaseous Fuel or LNG and agree with the Operator on actions necessary for its receipt and to change the Operator's decision. Matters not covered by this Section are governed by the Civil Code pertaining to sale.

8. ADDITIONAL SERVICES

8.1 General provisions

8.1.1 A Terminal User using Regasification Services may file an application for allocation of capacity for Additional Services (SPS Application, SCC Application) in accordance with the FSRU Terminal Code and the Regasification Agreement.

8.1.2 As Additional Services, the Operator provides Separated Process Storage and Separated Contractual Capacity.

8.1.3 Capacity allocation requests for Additional Services are processed in the order of receipt.

8.2 Separated Process Storage

8.2.1 Separated Process Storage is performed by including in the Terminal User's Process Storage Program the right of that Terminal User to store an additional quantity of LNG in the FSRU tanks, for a certain number of Gas Days beyond the Slot allocated to that Terminal User.

8.2.2 The Operator shall allocate Separated Process Storage capacity to the Terminal User in accordance with the rules specified below, on the basis of an application for Separated Process Storage capacity allocation (SPS Application) submitted by the Terminal User, unless no technical capacity of the Terminal exists to enable such allocation. A Terminal User may cover with a single SPS Application an order for Separated Process Storage service provided on several Gas Days, and the stored capacity under a single service may differ between individual Gas Days. A precondition for the allocation of Separated Process Storage may be the simultaneous allocation of Separated Contractual Capacity for the same period, if necessary.

8.2.3 The SPS Application shall be submitted in the form of a signed document specifying the Gas Days and the quantity of LNG stored on each day during which the Separated Process Storage service is to be provided, forwarded in accordance with the provisions of clause 12.1.2. The SPS Application should be submitted no later than 2 (two) Business Days prior to the first day covered by the SPS Application, unless the Operator, as part of ongoing operational arrangements made via e-mail

correspondence, agrees that the SPS Application is submitted at a different time. The Terminal User may stipulate in the SPS Application its interest in the full Separated Process Storage service or a part thereof. The SPS Application may be submitted together with an application for a Regasification Order.

8.2.4 If the existing technical capacity of the Terminal does not allow the allocation of Separated Process Storage service in accordance with the submitted SPS Application, the Operator shall immediately inform the Terminal User that it is not possible to allocate the Separated Process Storage capacity.

8.2.5 Allocation of Separated Process Storage capacity takes place upon delivery to the Terminal User of a scan of the document containing acceptance of the SPS Application by the Operator. Information on the acceptance of an SPS Order will be sent to the e-mail address specified in the Regasification Agreement. As being of an executive nature to the Regasification Agreement, the SPS Order does not constitute an amendment to the Regasification Agreement, nor does it require the Parties to the Regasification Agreement to conclude any separate agreement. In the event of submission of SPS Application together with an application for a Regasification Order, the allocation of capacity for Separated Process Storage may take place as part of the Regasification Order.

8.2.6 The Terminal User may request cancellation or modification of an SPS Application no later than 1 (one) Business Day prior to the start of the Gas Day to which the SPS Application relates, unless the Operator, as part of ongoing operational arrangements made via e-mail correspondence, agrees to cancel or modify the SPS Application at a later date. In the event of cancellation of an SPS Order, the Terminal User shall not incur any charges for the Separated Process Storage allocated under that SPS Order.

8.3 Separated Contractual Capacity

8.3.1 Separated Contractual Capacity is provided at the request of the Terminal User and only if the Terminal's technical capabilities in this respect so allow. The Operator may allocate to the Terminal User for a determined period of time Separated Contractual Capacity, i.e. additional capacity in excess of the ordered Contractual Capacity already allocated to the Terminal User within the available technical capabilities of the Terminal at that time. Separated Contractual Capacity may also be allocated outside the Slot allocated to the Terminal User in the event of simultaneous allocation of Separated Process Storage service for the same period.

8.3.2 The Operator shall allocate Separated Contractual Capacity to the Terminal User in accordance with the rules specified below, on the basis of an application for Separated Contractual Capacity allocation (SCC Application) submitted by the Terminal User, unless no technical capacity of the Terminal exists to enable such allocation. A Terminal User may cover with a single SCC Application an order for Separated Contractual Capacity service provided on several Gas Days, and the stored capacity under a single service may differ between individual Gas Days.

8.3.3 The SCC Application shall be submitted in the form of a signed document specifying the quantity of Separated Contractual Capacity service and Gas Days when the service is to be provided, forwarded in accordance with the provisions of clause 12.1.2. The SCC Application should be submitted no later than 2 (two) Business Days prior to the first day covered by the SCC Application, unless the Operator, as part of ongoing operational arrangements made via e-mail correspondence, agrees that the SCC Application is submitted at a different time. The Terminal User may stipulate in the SCC Application its interest in the full Separated Contractual Capacity service or a part thereof. The SCC Application may be submitted together with an application for a Regasification Order.

8.3.4 If the existing technical capacity of the Terminal does not allow the allocation of Separated Contractual Capacity service in accordance with the submitted SCC

Application, the Operator shall inform the Terminal User that it is not possible to allocate the Separated Contractual Capacity.

8.3.5 Allocation of Separated Contractual Capacity takes place upon delivery to the Terminal User of a scan of the document containing acceptance of the SCC Application by the Operator. Information on the acceptance of an SCC Order will be sent to the e-mail address specified the Regasification Agreement. As being of an executive nature to the Regasification Agreement, the SCC Order does not constitute an amendment to the Regasification Agreement, nor does it require the Parties to the Regasification Agreement to conclude any separate agreement. In the event of submission of SCC Application together with an application for a Regasification Order, the allocation of capacity for Separated Contractual Capacity may take place as part of the Regasification Order.

8.3.6 The Terminal User may request cancellation or modification of an SCC Application no later than 1 (one) Business Day prior to the start of the Gas Day to which the SCC Application relates, unless the Operator, as part of ongoing operational arrangements made via e-mail correspondence, agrees to cancel or modify the SCC Application at a later date. In the event of cancellation of an SCC Order the Terminal User shall not incur any charges for the Separated Contractual Capacity allocated under that SCC Order.

9. OPERATOR'S COOPERATION WITH OTHER NATURAL GAS SYSTEM OPERATORS

9.1 General provisions on cooperation

9.1.1 Due to the FSRU Terminal's connection to the Transmission System and the fact that the FSRU Terminal constitutes an entry point to the Gas Transmission System, the Operator shall cooperate with the Gas Transmission System Operator.

9.1.2 The detailed conditions and methods of cooperation between the Gas Transmission Operator Gaz-System S.A. as the Operator and the Gas Transmission Operator Gaz-System S.A. as the TSO are defined in a dedicated procedure in place at the Gas Transmission Operator Gaz-System S.A.

9.1.3 The Operator may also cooperate with operators of other gas systems provided that appropriate technical possibilities exist.

9.1.4 The procedure for cooperation between Gas Transmission Operator Gaz-System S.A. as Operator and the Gas Transmission Operator Gaz-System S.A. as TSO should include in particular the principles of:

9.1.4.1 reconciliation of counterparty code pairs;

9.1.4.2 transmission and approval of Nominations and Renominations;

9.1.4.3 allocation;

9.1.4.4 use of operator account;

9.1.4.5 exchange of information between the Operator's and TSO's dispatching services;

9.1.4.6 handling and exchange of information in emergency situations affecting the operation of the associated system;

9.1.4.7 maintenance, repair and retrofitting of the Terminal and metering systems located at the interconnection of the associated systems;

9.1.4.8 cooperation in the event of substandard quality of the Gaseous Fuel affecting the operation of the Transmission System.

9.2 Exchange of information between the Gas Transmission Operator Gaz-System S.A. as Operator and the Gas Transmission Operator Gaz-System S.A. as TSO

9.2.1 The exchange of information between the Operator and the TSO concerning Nominations is based on the electronic document interchange (EDI) standard in the version dedicated to natural gas industry enterprises called EDIG@S, in xml format. The exchange of EDIG@s message files shall take place using the AS4 protocol.

10. WORKS ON THE FACILITY

10.1 Operation, inspection, repair, maintenance, installation and retrofitting works

10.1.1 In order to ensure safety and maintain an appropriate reliability of the FSRU Terminal's operation, the Operator shall perform necessary works, including planned works e.g.: operation, inspection, repair, maintenance, installation, retrofitting and other planned repair and maintenance works within the meaning of the Tariff.

10.1.2 Each year, by the end of December, the Operator shall publish on its website information on the scope of works planned in the period from 1 January to 31 December of the following year which may interrupt the operating conditions of the Terminal resulting in limitations to provision of Regasification Services or Additional Services. Concurrently with the publication of the information referred to in the first sentence, the Operator shall publish such information on limitations on the Gas Inside Information Platform (GIIP). In this information, the Operator shall consider information provided by the TSO, endeavouring to ensure that the deadlines for the Operator's work are aligned with the deadlines provided by the TSO.

10.1.3 The Operator shall publish on the website information on the implementation of the planned works in accordance with clause 10.1.2.

10.1.4 The Operator shall update on a quarterly basis the information referred to in clause 10.1.2 and 10.1.3 by the 14th day of the month following each quarter of a given Gas Year. In addition, the Operator shall keep the Gas Inside Information Platform (GIIP) informed of any limitations and planned and unplanned unavailability of the FSRU Terminal facility.

10.1.5 The dates of planned works and their impact on the Terminal User shall be specified by way of an agreement between the Operator and the Terminal User no later than 21 days before their commencement. In the event that the Operator specifies the dates of planned works and their impact on the Terminal User in violation of the aforementioned deadline, the Operator shall undertake appropriate efforts, which may be reasonably and normally expected of an operator, in order to avoid or mitigate the occurrence of damage and shall be liable towards the Terminal User in accordance with the rules set forth in the Regasification Agreement.

10.1.6 In justified cases, the Operator shall modify the scope and timing of works planned during a given Gas Year. Such modifications may also be introduced by the Operator upon a justified request of a Terminal User or the TSO. The Operator shall endeavour to reduce the impact of any limitations caused by planned works to the greatest extent possible.

10.1.7 The Operator shall communicate any changes in the dates of planned works to the Terminal Users affected by such changes 3 (three) months prior to the commencement of such works.

10.1.8 Terminal Users shall be obliged to take into account in the Schedule of Calls and the Nominations the limitations referred to in clause 10.

10.1.9 During the periods of occurrence of limitations caused by the planned works referred to in clause 10.1.2 and 10.1.6, the Operator shall be released from the obligation to unload or regasify the discharged LNG or to provide Additional Services.

10.1.10 For the period of suspension or limitation of the provision of Regasification Services or Additional Services as a result of planned works implemented by the Operator and in other cases specified in the Tariff, the fixed fees shall be reduced in accordance with the applicable rate set forth in theTariff.

10.1.11 The Operator shall endeavour to ensure that planned works do not exceed 14 (fourteen) days in any given year.

10.2 FSRU Terminal development planning

10.2.1 The Operator is responsible for the development of the FSRU Terminal as a liquefied natural gas facility.

10.2.2 Terminal development is exercised on the basis of criteria defined in the assumptions of the European and national energy policy and GAZ-SYSTEM S.A. strategy, taking into account the fulfilment of current and future demand for gaseous fuel, state policy with respect to infrastructure development and the market for alternative fuels in transport, ensuring its long-term capacity to provide services.

10.2.3 When planning the development of the FSRU Terminal, the Operator shall conduct market demand studies for new LNG facilities consisting of:

10.2.3.1 collecting information on the planned development from operators of other gas transmission systems;

10.2.3.2 conducting consultations with current and potential Terminal users regarding their needs in terms of capacity and the scope of services and functionality;

10.2.3.3 analysing the collected data referred to in clause 10.2.3.1 and clause 10.2.3.2.

10.2.4 The timing and scope of the consultation referred to in clause 10.2.3.2 shall be published on the Operator's website.

10.2.5 On the basis of the studies referred to in clause 10.2.3, the Operator shall develop assumptions for the development plan.

10.2.6 For the purposes of development planning of the FSRU Terminal, the Operator shall collect information on multi-year forecasts of demand for services.

10.2.7 The Operator shall prepare the following annually updated plans:

10.2.7.1 investment:

10.2.7.2 overhaul.

10.2.8 When preparing the plans listed in clause 10.2.7, the Operator shall take into account:

10.2.8.1 the safety of the liquefied natural gas installation and the assurance of service continuity;

10.2.8.2 the need to adapt the liquefied natural gas installation system to the applicable legislation, codes and technical standards; the technical condition of the liquefied natural gas installation components;

10.2.8.3 reduction of operating costs;

10.2.8.4 increasing the technical capacity of the Terminal;

10.2.8.5 economic efficiency of investment projects.

10.2.9 The Operator shall provide Terminal Users, at their request, with information on planned undertakings to the extent to which such undertakings affect the operation of the facilities within the scope of provided services or change the conditions of provided services.

10.2.10 New capacity shall be made available by the Operator:

10.2.10.1 according to the principles described in clauses 4.3.3 – 4.4, which shall be published by the Operator on its website at least 14 (fourteen) days prior to the planned provision of new capacity, or

10.2.10.2 under a non-discriminatory and transparent Open Season procedure, within the scope agreed upon in the Rules and with the schedule consulted with Terminal Users and other market participants, which the Operator shall publish on its website at least 30 (thirty) days prior to the planned commencement of the procedure.

11. CONGESTION MANAGEMENT

11.1 The Operator's actions aimed at eliminating the occurrence of Terminal Capacity congestion.

11.1.1 At the stage of examining applications for the provision of the Regasification Service, the Operator shall analyse the possibility of performance of new agreements so that their performance does not jeopardise the Terminal operational safety or the integrity of the Terminal, as well as the quality of the Gaseous Fuel delivered to the existing Terminal Users.

11.1.2 If the possibility of provision of the Regasification Service exists, the Operator shall offer the available Terminal Capacity, taking into account the order of receipt of complete applications for the Regasification Service which has successfully passed the formal and legal review process.

11.1.3 The Operator and the TSO shall cooperate in order to prevent the occurrence of Terminal Capacity congestion.

11.1.4 Moreover, the Operator shall undertake the following measures to prevent the occurrence of Terminal Capacity congestion:

11.1.4.1 assign the Slots and Additional Services in a manner ensuring full use of the Terminal Capacity;

11.1.4.2 establish the Minimum Regasification Capacity and Process Storage Program and control the operation of the Terminal in a manner ensuring optimum use of the FSRU Terminal;

11.1.4.3 Apply appropriate procedures to prevent the contractual congestion, in particular in the event of failure to use the assigned Slots by the Terminal Users;

11.1.4.4 operate or direct the Terminal's work so as to reduce the probability of occurrence of Terminal Capacity congestion,

11.1.4.5 monitor the technical and quality parameters of unloaded LNG and Gaseous Fuel;

11.1.4.6 plan the works so as not to restrict access to the FSRU Terminal, but if the works implemented require some limitations to be introduced, make efforts to minimize the consequences of limitations caused by the planned works,

11.1.4.7 develop procedures in case of an Emergency Situation.

11.2 Managing contractual congestion

11.2.1 The Operator shall conduct an ongoing assessment of the use of allocated Terminal Capacity for Regasification Services or Additional Services taking into account the Regasification Agreements concluded. Such analyses are aimed at preventing the possibility of blocking the Terminal Capacity and preventing the occurrence of contractual congestion.

11.2.2 In the event of the occurrence of contractual congestion preventing the use of Terminal Capacity to the fullest extent, the Operator shall make efforts to reduce such congestion with due consideration for the rights of Terminal Users.

11.2.3 Irrespective of other actions taken by the Operator, if there are any reserved and unused Terminal Capacities under the concluded and performed Regasification Agreements, the Operator may request a Terminal User who is not using the Terminal Capacities allocated to it to submit information on the reasons and anticipated duration of its failure to use the allocated Terminal Capacity, or:

11.2.3.1 request the Terminal User to assign the Terminal Capacity to a third party;

11.2.3.2 request the Terminal User to sell unused Terminal Capacity;

11.2.3.3 sell the unused Slots on behalf of the Terminal User;

11.2.3.4 reduce the Terminal Capacity assigned to the Terminal User.

11.2.4 The Terminal User may assign or sell the unused Terminal Capacity allocated to that Terminal User in whole or in part to another Terminal User, in accordance with the provisions of clause 11.2.133 or 11.2.144.

11.2.5 The Operator shall publish on its website a Table of Offers containing the applications of Terminal Users concerning the purchase, sale, or assignment of the entire or partial unused Terminal Capacity allocated thereto.

11.2.6 In the case of selling or making available a part of the allocated Terminal Capacity, the subject matter of the transaction may be one or more Slots, with the reservation that in the case of selling or making available Slots connected in the manner described in clause 4.1.9 The purchaser shall comply with the conditions stipulated by the Operator in the Customized Cargo Approval referred to in clause 4.1.9.

11.2.7 The Terminal User who has disposed of or lost the right to a Slot shall remain accountable for the Orders for Additional Services, even if they were associated with such Slot, until resignation from such Services in accordance with clause 8.2.6 or 8.3.6.

11.2.8 In the event of an intention to purchase, sell or make available an unused total or partial allocated Terminal Capacity, the Terminal User shall submit to the Operator a Proposal in accordance with the template published on the Operator's website. The Proposal shall contain at least:

11.2.8.1 Designation of the Terminal User;

11.2.8.2 Subject-Matter of the transaction (Slots) and their price;

11.2.8.3 The Proposal validity period.

11.2.9 The Proposal form compliant with the template published at the Operator's website should be delivered to the Operator in electronic format to the Internet address provided on the Operator's website no later than 60 (sixty) Business Days prior to the date of using the allocated Terminal Capacity to be offered for sale or assignment.

11.2.10 In case the Proposal does not meet the above requirements, the Operator reserves the right not to publish the Proposal and inform the Terminal User thereof in electronic form at the address from which the Proposal was sent.

11.2.11 A Terminal User interested in purchasing an allocated Terminal Capacity shall contact directly the Terminal User whose Slots are included in the Proposal for sale or assignment.

11.2.12 Upon expiry of the Proposal's validity period, the Operator shall remove the Proposal from the Bulletin Board.

11.2.13 Assignment of the FSRU Terminal Capacity.

11.2.13.1 A Terminal User may assign Slot(s) and Additional Services allocated that Terminal User to a third party.

11.2.13.2 In order to assign a Slot, the Terminal User shall enter into an appropriate agreement with the third party concerned. The Terminal User shall remain the holder of rights and obligations resulting from the provision of Regasification Services or Regasification Services and Additional Services. The Terminal User shall be liable for the actions of the third party to which it has assigned the Slot(s) as for its own actions.

11.2.13.3 In order to provide services within an assigned Slot, the Terminal User may designate additional persons with whom the Operator will maintain working contacts with respect to the provision of Regasification Services or Regasification Services and Additional Services under a given Slot.

11.2.13.4 In the event of assignment of a Slot to a third party, the Terminal User shall submit to the Operator on the form published on the Operator's website, a declaration of assignment of a part or the entirety of the Slot allocated to it, no earlier than after the date of adoption of the final Schedule of Calls for the Gas Year to which the Slot has been assigned and no later than 12 (twelve) days before the date on which the new entity commences the use of the Terminal Capacity assigned to it by the Terminal User, containing the following information:

11.2.13.4.1 the name of the Terminal User to whom all or part of the allocated Slot has been assigned;

11.2.13.4.2 indication of the assigned Slots;

11.2.13.4.3 indication of Additional Services provided together with the Slot concerned.

11.2.13.5 A Terminal User may temporarily assign Slot to another Terminal User only with the Operator's consent, which shall not be unreasonably withheld.

11.2.13.6 Assignment of unused Slots shall not affect the provisions of the Regasification Agreement concluded by and between the Terminal User and the Operator.

11.2.14 The sale of the unused Slots by the Terminal User.

11.2.14.1 Subject to clause 11.2.14.2 and 11.2.14.4, the Terminal User may only sell the Slots allocated to it to another Terminal User with the Operator's consent, and the Operator shall not unreasonably refuse such consent.

11.2.14.2 Terminal Users may sell the Slots allocated to them for the current Gas Year (particular ones or all the Slots allocated to the Terminal User concerned) or sell a part or all the Slots allocated to them for subsequent Gas Years with the proviso that no Terminal Capacity may be allocated as a result of the purchase of Slots in a manner inconsistent with the rules set forth in clause 4.4.6.

11.2.14.3 In order to sell the Slots allocated to the User, the Operator shall be provided with:

11.2.14.3.1 a declaration of the Terminal User on the sale of all or part of the Slots allocated to that Terminal User, including information on the subject of the transaction, using a form published on the Operator's website;

11.2.14.3.2 an application of the Terminal User purchasing the Slots for the Regasification Order for the Slots disposed of.

11.2.14.4 The Operator will assess the application for the Regasification Order in accordance with the procedures set forth in the FSRU Terminal Code. In the event of a positive outcome of the application assessment, the Operator shall accept the Regasification Order submitted by the Terminal User purchasing the Slot(s) and amend the Regasification Order concluded with the Terminal User selling the Slot(s) accordingly. The Operator shall draw up an amendment to the Regasification Order for the Terminal User specifying new terms and conditions of providing the Regasification Services, in accordance with the provisions of the declaration of sale. For the sale of Slots to be effective, the Terminal User selling the Slots shall conclude an amendment to the Regasification Order and the Operator shall accept the Regasification Order submitted by the Terminal User purchasing the Slots.

11.2.14.5 Slots may be sold via the GSA Platform in accordance with the GSA Platform Regulations, published by the Gas Transmission System Operator Gaz-System S.A. The GSA Platform is an IT platform hosted on the web server of the Gas Transmission Operator Gaz-System S.A. as a separate module within the www.gsaplatform.eudomain, comprising a set of applications, standard and interactive documents, including graphic files, scripts and other elements of the interrelated set used for the sale of Slots through this platform via secondary market transactions.

11.2.15 The sale by the Operator of the Slots unused by the Terminal User.

11.2.15.1 In the event that in the Monthly Schedule of Calls a Terminal User does not confirm the use of the allocated Slots for the period of the month to which that Monthly Schedule of Calls applies, the Operator may offer the unconfirmed Slots to other Terminal Users. The reallocation of a Slot to

another Terminal User results in the loss of the Terminal User's title to use that Slot, whose Slot was offered in accordance with the preceding sentence.

11.2.15.2 In the case referred to in clause 11.2.15.1, the Operator shall publish on its website the information about the Terminal Capacity available, indicating the Slots which have not been confirmed by Terminal Users in the Monthly Schedule of Calls. The Slots made available in this manner shall be reallocated in accordance with the provisions of clause 4.4.12 of the FSRU Terminal Code.

11.2.15.3 In the event of acceptance of the application for Regasification Order concerning the Slots referred to in clause 11.2.15.2 and of the ensuing Regasification Order, the Operator shall provide the relevant information to the Terminal User whose Slot has been reallocated. Together with information referred to in the preceding sentence, the Operator shall submit to that Terminal User a declaration on a change of the entity to which the Slot(s) was/were reallocated, specifying in that declaration the Slots that have been reallocated to another Terminal User and, if necessary, an updated Process Storage Program.

11.2.15.4 The unilateral declaration of the Operator referred to in clause 11.2.15.3 shall be effective with respect to the Terminal User whose Slot has been reassigned and thus its Regasification Order has been amended within the scope indicated in that declaration as of the date indicated therein, but no earlier than the date of accepting the Regasification Order submitted by the Terminal User to whom that Slot has been reallocated.

11.2.15.5 Until the date indicated in the representation referred to in clause 11.2.15.3 the Terminal User whose Slot has been reallocated retains its rights and obligations concerning the Terminal Capacity with regard to the Slots concerned.

11.2.16 Reduction of the Terminal Capacity allocated to the Terminal User.

11.2.16.1 In the event that a Terminal User does not utilise at least 60% of the Terminal Capacity rounded down to a full Slot allocated to that Terminal User within the period of 1 (one) Gas Year (R), the Operator is authorised to unilaterally reduce the Terminal Capacity allocated to that Terminal User in the Gas Year (R+2) and subsequent Gas Years by the number of the unused Slots.

11.2.16.2 When calculating the use of Terminal Capacity allocated to a Terminal User in accordance with a Regasification Order in a given Gas Year, the Operator shall examine the number of Slots for which a LNG Carrier has been unloaded in relation to the number of Slots allocated to the Terminal User. In the course of the aforementioned examination, the Operator shall take into account in favour of the Terminal User any possible decrease in the assumed use of the Terminal Capacity in that Gas Year as a result of:

11.2.16.2.1 suspension or limitation of the provision of Regasification Services;

11.2.16.2.2 inability to use the Slots due to he Transmission System congestion or limited accessibility of the Unloading Berth;

11.2.16.2.3 the actions of another Terminal User which render the use of the Slot impossible.

11.2.16.3 Immediately after deciding upon the reduction of the Terminal Capacity allocated to a Terminal User, the Operator shall inform the Terminal User in writing of the decision made and its consequences.

11.2.16.4 As a result of a decision to reduce the Terminal Capacity allocated to a Terminal User, the Operator shall publish information on the available Terminal Capacity on its website, indicating the number of available Slots in individual Gas Years. The allocation of Slots available as a result of decreasing the Terminal Capacity allocated to the User shall be made in accordance with the provisions of the FSRU Terminal Code.

11.2.16.5 In the event of acceptance of the Regasification Order concerning the Terminal Capacity made available as a result of decreasing the assigned Terminal Capacity, and submitted by an entity other than the Terminal User whose assigned Terminal Capacity has been decreased, and filing an appropriate Regasification Order, the Operator shall inform thereof the Terminal User whose Terminal Capacity has been decreased. Together with the information referred to in the preceding sentence, the Operator shall submit to the Terminal User concerned a statement on the final reduction the Terminal Capacity allocated thereto, indicating the following amendments to the Regasification Order of that Terminal User:

11.2.16.5.1 the number by which the number of Slots allocated to that Terminal User has been reduced;

11.2.16.5.2 the new number of Slots allocated to that Terminal User;

11.2.16.5.3 the date of entry into force of the amendments to the Regasification Order indicated clauses from 11.2.16.5.1 to 11.2.16.5.2 above.

11.2.16.6 A reduction of the allocated Terminal Capacity in accordance with the procedure described in clause 11.2.16 does not require an amendment to the Regasification Order. The unilateral declaration of the Operator referred to in clause 11.2.16.5 is effective with respect to the Terminal User in question and changes the Regasification Order of that Terminal User within the scope indicated therein as of the date indicated in that statement, but no earlier than as of the day following the delivery of that statement to the Terminal User whose allocated Terminal Capacity has been reduced.

11.2.16.7 Until the date indicated in the declaration referred to in clause 11.2.16.5 The Terminal User whose allocated Terminal Capacity has been reduced may use all the Terminal Capacity allocated to it pursuant to the Regasification Agreement, including in the scope affected by the reduction of the allocated Terminal Capacity, and is obligated to pay all of the fees stipulated in the Tariff in their full amount, also for the allocated Terminal Capacity which is the difference between the allocated Terminal Capacity before and after its reduction.

11.2.16.8 In the event that no Terminal Capacity is allocated by 30 June of the Gas Year (R+1) that is available as a result of the reduction in the procedure specified in clause 11.2.16, to an entity other than the Terminal User affected by the reduction of the allocated Terminal Capacity, the Operator may decide to withdraw its decision on the reduction of the allocated Terminal Capacity and remove from the Operator's website information on the Terminal Capacity thus made available. The decision on reduction of the allocated Terminal Capacity shall be withdrawn by the Operator provided that:

11.2.16.8.1 the Terminal User affected by the reduction of the allocated Terminal Capacity uses 40% of the Terminal Capacity allocated

thereto for that Gas Year (R+1) in the period from 1 January to 30 June, taking into account all the factors listed in clause 11.2.16.2;

11.2.16.8.2 no application for the Regasification Order concerning the Terminal Capacity in question has been submitted by an entity other than the Terminal User affected by the reduction of the allocated Terminal Capacity.

12. EXCHANGE OF INFORMATIONI WITH FSRU TERMINAL USERS

12.1 General provisions

12.1.1 Electronic exchange of information related to the performance of the concluded Regasification Agreements (Nominations, Renominations, allocations) is based on the electronic document interchange (EDI) standard, in the version dedicated to gas industry called EDIG@S (described in the Edig@s Message Implementation Guidelines, available at www.edigas.org).

12.1.2 With regard to information to which the Electronic Document Interchange (EDI) standard will not apply, including in particular the Schedules of Calls, the Storage Process Program and the procedure for accepting Regasification Orders referred to in clause 4.4 and accepting other Orders, the standard form of information exchange shall be documents in the form of scans or documents endorsed with electronic signature, sent by e-mail to the address indicated in the Framework Agreement. The Party submitting documents by e-mail in the form of a scan shall immediately provide the original counterparts of such documents in writing to the other Party.

12.1.3 In order to ensure efficient and smooth exchange of communication, the Parties shall provide in the Regasification Agreement and the Framework Agreement information about their respective addresses for service, e-mail addresses, telephone numbers, and authorized contact persons for the performance of the Regasification Agreement. In order to be effective, any changes to the aforementioned data require the written notification of the other Party. No annex to the Regasification Agreement shall be required for that purpose.

12.2 Information exchange method

12.2.1 Exchange of files referred to in clause 12.1.1, shall take place using AS4 protocol.

12.2.2 The Operator and the Terminal User shall provide encryption mechanisms to ensure protection and integrity of transferred files.

13. SECURITY OF DATA PROCESSING

13.1.1 The provisions of clause 13 clause 13 shall be applied to the Operator, the entity applying for the conclusion of the Regasification Agreement and the Terminal User, hereinafter jointly referred to as Obligated Entities.

13.1.2 The Obligated Entities undertake to protect information of a technical, technological, trade, strategic, financial and economic nature obtained in connection with the procedure of concluding and performance of the Regasification Agreement, which has not been disclosed to the public and with respect to which the at least one of the Obligated Entities has taken necessary action to maintain its confidentiality. In particular, the Obligated Entities undertake to:

13.1.2.1 treat such information as confidential and refrain from publishing it or disclosing it to third parties,

13.1.2.2 refrain from using such information for other purposes than those related to the procedure of conclusion and performance of the Regasification Agreement,

13.1.2.3 take all action necessary to protect such information,

13.1.2.4 limit the exchange of such confidential information and access to such information to the persons who need it for the purposes of the procedure of conclusion and performance of the Regasification Agreement and in each case inform such persons of the confidential nature of such information

13.1.3 In the event of a need to provide such access to or exchange, in the course of concluding and performing the Regasification Agreement, classified information referred to in the Protection of Classified Information Act of 5 August 2010 (consolidated text in Journal of Laws of 2019, item 742, as amended), the Obligated Entities undertake to comply with the requirements under the provisions of the aforementioned Act or relevant international agreements with respect to the protection of classified information.

13.1.4 If at the stage of the Operator's examination of the application for provision of the Regasification Service or during the performance of the Regasification Agreement any information which should be attached to or contained in the application is found to constitute a Corporate Secret or to be subject to protection as classified information in the meaning of the Secret Information Protection Act, the Obligated Entity undertakes to:

13.1.4.1 inform the Operator thereof;

13.1.4.2 if necessary, obtain consent of a third party to provide the Operator with access to the information constituting a Corporate Secret, so that the disclosure of this information does not constitute an act of unfair competition or violate regulations on the protection of classified information;

13.1.4.3 ensure that the Operator has access to the aforementioned information, subject to the Operator's compliance with the requirements referred to in clause 13.1.3.

13.1.5 If the Obligated Entity fails to provide the Operator with access to the information referred to in clause 13.1.4, the Operator shall leave the application for the provision of Regasification Services unexamined.

13.1.6 Information constituting a Corporate Secret may be disclosed to authorities lawfully authorized to request the provision of such information. In such a case, the Entity which has been requested to provide such information should inform the other Party to the Regasification Agreement about that fact. With respect to classified information, the applicable provisions of the Protection of Classified Information Act concerning the disclosure of such information to competent authorities, offices or services.

13.1.7 A breach of provisions of clause 13 shall entitle the affected Obligated Entity to pursue damages in accordance with the general rules.

14. FINAL AND TRANSITORY PROVISIONS

14.1 Language and applicable law

14.1.1 The FSRU Terminal Code has been drawn up in the Polish language.

14.1.2 Regasification Agreements are drawn up in the Polish language.

14.1.3 The law applicable to Regasification Agreements concluded pursuant to the FSRU Terminal Code and applicable to the FSRU Terminal Code itself shall be the laws of Poland

14.2 Transitory Provisions

14.2.1 The following terms defined and used within the agreements concluded as a result of the Open Season FSRU Procedure correspond to the following terms defined in the FSRU Terminal Code:

14.2.1.1 The term Regasification Agreement$_{FSRU}$ shall have the same meaning as the term Framework Agreement;

14.2.1.2 The term National Transmission System shall have the same meaning as the term Transmission System;

14.2.1.3 The terms containing the designation $_{FSRU}$, subject to clause 14.2.1.1, shall have the same meaning as the identical terms without such designation.