FSRU Service Delivery Model

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2. DEFINITIONS AND UNITS

2.1 Definitions

Failure, Emergency Situation	A situation causing: (i) loss of the technical capability of the Terminal to operate, (ii) a direct threat to life, health, property or the environment, (iii) an urgent need to counteract the occurrence of the aforementioned threats or a need to act in order to avoid them and remove the consequences caused by their occurrence, causing limitations to the LNG Unloading, In-Process Storage of LNG, regasification or delivery of regasified Gaseous Fuel to the Exit Point, or of Additional Services.
Reference Gas Price (RGP)	The average weighted price for which Gaseous Fuel is purchased by the TSO, published on the TSO's Website and determined in accordance with the methodology specified in the TNC.
Gas Day	A period from 06:00 on a given day to 06:00 on the following day.
Business Day	a day other than a public holiday as defined in the Non-Working Days Act.
Schedule of Arrivals	the Framework Schedule of Arrivals or the Monthly Schedule of Arrivals.
Terminal Code	the terminal code prepared by the Operator, setting for the rules applicable to the use of the Terminal by all Terminal Users.
TNC	the Transmission Network Code applied by the Transmission System Operator (TSO).
LNG, Liquefied Natural Gas	Liquefied natural gas – a product in a liquid state consisting mainly of methane, obtained from natural gas as a result of its cooling to the temperature equal to or lower than -159 ^{o}C, conforming to the quality specifications set forth in the Terminal Code.
Cargo	Quantity of LNG in the Carrier to be delivered to the Terminal.
Gas Month	A period from 06.00 am of the first Day of a given month (M) until 06.00 am of the first Day of the following month (M+1);
Monthly Schedule of Arrivals	Schedule of LNG deliveries to the Terminal prevailing during a single Gas Month.
Minimum Regasification Capacity	The minimum hourly quantity of Gaseous Fuel under Normal Conditions which the Terminal User is obliged to offtake at the Exit Point.
Contracted Capacity	The maximum quantity of Gaseous Fuel conforming to the specifications set out in the TNC, under Normal Conditions that can be offtaken by the Terminal User at the Exit Point during one hour.
FSRU Service Delivery Model	This document enclosed as an appendix to the FSRU Open

	Season - General Implementation Conditions.
Jetty	The jetty in the Port of Gdansk, where the berthing place for Carriers is located.
Nomination	A declaration of the Terminal User made to the Operator concerning the quantity of Gaseous Fuel to be delivered to the Exit Point.
Settlement Period	Unless otherwise stipulated in the Tariff, 1 (one) Gas Month for which settlements in respect of the Regasification Services and Additional Services will be made.
Operator	Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. or any other energy company engaged in the unloading, in-process storage and regasification of LNG, responsible for operating the Terminal.
Transmission System Operator (TSO)	Operator Gazociągów Przesyłowych Gaz-System S.A. having its registered office in Warsaw or any other energy company engaged in the transmission of Gaseous Fuels, responsible for the management of network operation within the Transmission System.
GIC / FSRU Open Season - General Implementation Conditions	FSRU Open Season Document – General Implementation Conditions setting out the rules applicable to the FSRU Open Season procedure to be carried out by the Operator with a view to offering the Regasification Services of the planned Terminal.
Gaseous Fuel	High-methane natural gas processed, as a result of LNG regasification, conforming to the quality specifications set out in the TNC.
Port / Unloading Port	Basins and land together with the related port infrastructure located within the administrative boundaries of the port of Gdansk, including the berth.
President of the ERO	President of the Energy Regulatory Office.
In-Process Storage	The storage of Liquefied Natural Gas in a storage tank installed at the LNG facility from the moment of unloading of the Liquefied Natural Gas until its collection from the facility following to transshipment, loading or regasification.
In-Process Storage Program	A schedule indicating the quantity of LNG from the Unloaded LNG Quantities that can be stored in the Terminal's tanks during a certain period (Gas Days).
LNG Delivery Point	The place of LNG delivery from the Carrier to the Terminal, located at the flange connecting the Carrier's manifold and the unloading system of the FSRU which is a part of the Terminal.
Exit Point	The point of delivery of the Gaseous Fuel from the Terminal to the Transmission System.
Laytime	A period of 48 (forty-eight) hours which begins when the Carrier is moored to the Jetty ("*all fast*" command).

Arrival Window	A period of 24 (twenty-four) hours beginning at 06:00 a.m. of the Gas Day preceding the first Gas Day of the Slot during which a Notice of Readiness will be sent.
Framework Schedule of Arrivals	Annual framework schedule of LNG deliveries to the Terminal, determined in accordance with the rules described in the Terminal Code and the Regasification Agreement, as referred to in 5.1 of the FSRU Service Delivery Model.
Gas Year	The period from 06:00 on 1 January of the current year (Y) to 06:00 on 1 January of the following year (Y+1).
Force Majeure	An event or circumstance beyond the control of the Party concerned, and which could not have been prevented by that Party, despite taking appropriate action expected of the Operator or Terminal User, as the case may be, taking into account the professional nature of their activities, as a result of which the affected Party is unable to perform one or more of its obligations under the Regasification Agreement. Specifically, Force Majeure shall be understood as natural disasters and catastrophes (e.g. hurricanes, fires, floods, earthquakes), events resulting from any acts of the government, riots, strikes, social unrest, acts of terror, piracy or sabotage, acts of war (including civil war).
Slot	Entitlement of the Terminal User to use the bundle of services specified in point 4.1.6 during the time period specified in point 4.1.7 and at times specified in the Schedule of Arrivals.
Surveyor	Entity selected by the Terminal User from the list published on the Operator's website, responsible for supervising, verifying and checking the quality and quantity of LNG during the unloading of the Carrier, including, without limitation, the issuance of a report on the quantity and quality of unloaded LNG.
Unloading Berth	Equipment and structures for unloading LNG from a Carrier, located at the Terminal.
Party	the Terminal User or the Operator.
Parties	the Terminal User and Operator jointly.
National Transmission System	the transmission system together the interconnected equipment and facilities operated by GAZ-SYSTEM S.A.
Carrier	LNG Vessel used for the delivery of LNG to the Terminal User, which has obtained the authorisation of the Operator.
Tariff	Set of prices and fee rates and the conditions of their application prepared by the Operator, approved by the President of the ERO, if such approval is required by law, and introduced as applicable to settlements with Terminal Users, or a price list prepared by the Operator.
Terminal	The Terminal_{FSRU} referred to in the document Open Season FSRU - General Implementation Conditions, i.e. the planned plant to be located in the Gdansk area, including a Floating Storage Regasification Unit (FSRU), with the capabilities

	required for LNG unloading, in-process storage and regasification, and for providing additional services.
Regasification Agreement	The Regasification Agreement$_{FSRU}$ together with the Regasification Order$_{FSRU}$ referred to in the document FSRU Open Season – General Implementation Conditions, or any other agreement indicated in the Terminal Code, the subject of which concerns the provision of Regasification Services or of Regasification Services and Additional Services, executed between the Terminal User and the Operator.
Additional Services	The services provided by the Operator, other than Regasification Services, as defined in the Terminal Code, Regasification Agreement or Tariff.
Regasification Services	services provided by GAZ-SYSTEM S.A. as defined in point 6.3.2 Open Season FSRU – General Implementation Conditions
Non-Working Days Act	The Act of 18 January 1951 on non-working days (Dz.U.2015.90, as amended).
Terminal User	The Terminal User$_{FSRU}$ referred to in the document FSRU Open Season - General Implementation Conditions, i.e. an entity with which a Regasification Agreement was entered into
Normal Conditions	The reference conditions for billing purposes, absolute pressure of 101.325 kPa and temperature of 273.15 K.
Unloaded LNG Quantities	The quantity of LNG unloaded from a Carrier, determined in accordance with the provisions of the Terminal Code and the provisions of the Regasification Agreement.
Own LNG consumption	The percentage of LNG consumption used for the process of regasification of the Unloaded LNG Quantities, published on the Operator's website.
Congestion Management	Activities performed by the Operator as part of its Regasification Services in order to ensure optimum use of the Terminal Capacity, taking into account the integrity and safe operation of the plant.
Approved Nomination	An nomination approved by the Operator in accordance with the procedure set out in the Regasification Agreement or the Terminal Code.
Terminal Capacity	The capacity specified for the Terminal that can be offered by the Operator for unloading, in-process storage and regasification of LNG and the performance of Additional Services.
Regasification order	The Regasification Order$_{FSRU}$ referred to in the document FSRU Open Season – General Implementation Conditions, i.e. a regasification order executed pursuant to the Regasification Agreement$_{FSRU}$ specifying the period of provision, technical parameters and other terms and conditions of the provision of Regasification Services.

2.2 Units

Volume	cubic metre (m3), normal cubic metre (Nm3);
Temperature	degree Celsius, (oC), Kelvin (K);
Time	hour (h);
Length	metre (m), inch;
Energy	watt-hour (Wh) and its multiples (e.g. kWh - kilowatt-hour), British Thermal Unit (BTU) and its multiples (e.g. MMBTU - million BTU), Joule (J) and its multiples (e.g. MJ - megajoule), kWh, if expressed in BTU, the conversion factor 1 MMBTU = 293.071 kWh will be used;
Mass	gram (g) and its multiples and submultiples (e.g. kg - kilogram, mg - milligram, µg - microgram);
Pressure	pascal (Pa) and its multiples (e.g. MPa - megapascal).

3. GENERAL PROVISIONS

3.1 Introduction

3.1.1 This FSRU Service Delivery Model will form, in accordance with the provisions of the GIC and the OtP, the basis for the drafting of the Terminal Code.

3.1.2 Pursuant to the Regasification Agreement and in accordance with the terms and conditions set forth in the Terminal Code and the Tariff, the following shall be provided by the Operator to the Terminal User:

3.1.2.1 Regasification Services, and

3.1.2.2 Additional Services, if the Operator chooses to offer them – this reservation applies to the entire content of the FSRU Service Delivery Model; whenever a reference is made in this FSRU Service Model to Additional Services, the provisions of the FSRU Service Delivery Model in respect of Additional Services shall only apply if, at a later date, the Operator decides to offer them.

3.1.3 The subject of the Regasification Agreement shall be limited to the provision of Regasification Services, or Regasification Services and Additional Services.

3.1.4 The Terminal Code shall define specifically the following:

3.1.4.1 rights and obligations of the Operator and the Terminal User,

3.1.4.2 terms and conditions of the provision of the Regasification Services and Additional Services,

3.1.4.3 the processes necessary for the safe and efficient provision of the Regasification Services and Additional Services,

3.1.4.4 the scope of cooperation of the Operator with the TSO and entities participating in port and maritime operations.

3.1.5 Terminal Users, pursuant to the Regasification Agreement entered into with the Operator, shall be obliged to apply all provisions of the Terminal Code.

3.1.6 The Terminal Code together with any supporting documents shall be drawn up in the Polish language version.

3.1.7 The current version of the Terminal Code and its previous versions shall be published on the Operator's website.

3.1.8 The standards referred to in the FSRU Service Delivery Model shall mean the standards explicitly referred to or the standards that replace them.

3.2 Rights and obligations of the Operator

3.2.1 The Operator shall hold the approvals and licences required by law as appropriate for its business activity.

3.2.2 While applying objective and transparent rules assuring equal treatment of Terminal Users and taking into account the environmental requirements, the Operator shall be responsible for:

3.2.2.1 safety of Terminal operations,

3.2.2.2 performance of Regasification Agreements concluded with Terminal Users,

3.2.2.3 operation, maintenance and repairs of the Terminal, in a manner that guarantees its fault-free operation,

3.2.2.4 cooperation with the TSO, energy companies and entities participating in port and maritime operations in order to ensure fault-free and efficient operation of the Terminal,

3.2.2.5 Offering the Terminal Capacity,

3.2.2.6 provision of Regasification Services and Additional Services,

3.2.2.7 Management of Terminal Congestion,

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

3.2.3 The Operator shall provide Regasification Services and Additional Services in a manner that ensures the integrity and proper operation of the Terminal.

3.2.4 In the event of an Emergency Situation, the Operator shall take the necessary action to restore proper operation of the Terminal.

3.2.5 On its website, the Operator shall publish the information referred to in Regulation No 715/2009 of the European Parliament and of the Council of 13 July 2009, on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005.

3.3 The rights and obligations of the Terminal User

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

3.3.2 The Terminal User, as a user of Regasification Services or Additional Services, shall be obliged to conform to the provisions of the Terminal Code and the Regasification Agreement, in particular to:

3.3.2.1 deliver for unloading LNG conforming to the quality parameters specified in the FSRU Service Delivery Model, the Terminal Code or the Regasification Agreement,

3.3.2.2 offtake Gaseous Fuel at the Exit Point in accordance with the quantities specified in the Approved Nominations,

3.3.2.3 not exceed the Contracted Capacity and achieve the Minimum Regasification Capacity in the period from the start of the unloading the Terminal User's Carrier to the start of the unloading the next Carrier that will arrive at the Terminal,

3.3.2.4 in the submitted Schedules of Arrivals and Nominations, take into account the limitations introduced by the Operator in accordance with the provisions of the Terminal Code,

3.3.2.5 immediately inform the Operator of any changes in the formal and legal terms and conditions which provide the basis for the performance of the Regasification Agreement and are of material significance for the Regasification Services,

3.3.2.6 ensure the possibility of 24-hour contact with the Terminal User in the event of the occurrence of any unexpected events that may affect the provision of the Regasification Services or Additional Services,

3.3.2.7 follow, without undue delay, the instructions of the Operator's dispatch services which, with respect to the tanker, may concern its stay in the Port, including at the Unloading Berth, and efficient and safe unloading.

3.3.2.8 ensure that the instructions of the Operator's dispatch services are followed by the Carrier's master or the entities receiving LNG and acting upon order or on behalf of the Terminal User.

3.4 Supporting documents for the Terminal Code

3.4.1 The scope of supporting documents for the Terminal Code shall be defined in the Terminal Code.

3.4.2 In order to ensure non-discriminatory treatment of all entities applying for the execution of a Regasification Agreement, the Operator shall apply standard forms of Regasification Agreements which shall be published on the Operator's website.

3.4.3 Supporting documents for the Terminal Code shall be published on the Operator's website.

4. GENERAL CONDITIONS OF SERVICE

4.1 Scope of services

4.1.1 The Operator shall provide Regasification Services and Additional Services.

4.1.2 The Services shall be provided in accordance with the scope resulting from the technical capabilities of the Terminal as well as the technical parameters of the equipment

installed on the Carrier (specifically pumps) and in the Transmission System at the Exit Point.

4.1.3 The Operator shall divide the Terminal Capacity into Slots based on which it provides Regasification Services or Regasification Services and Additional Services.

4.1.4 Regasification Services are offered in a bundled form and comprise:

4.1.4.1 unloading of LNG from the Carrier into the tanks at the Terminal,

4.1.4.2 In-Process Storage of the Unloaded LNG Quantity in the tanks of the Terminal,

4.1.4.3 regasification of LNG,

4.1.4.4 delivery of Gaseous Fuel to the Exit Point.

4.1.5 Regasification Services shall be provided within the Slots, with a regasification rate of at least 60,000 (sixty thousand) Nm^3/h, corresponding to at least 670 620 kWh/h.

4.1.6 A Slot includes the right of the Terminal User to:

4.1.6.1 unloading of one LNG cargo from a Carrier approved by the Operator,

4.1.6.2 In-Process Storage, in accordance with the In-Process Storage Program, for the duration of the Slot,

4.1.6.3 regasification and delivery of the Gaseous Fuel to the Exit Point at the time and with the Contracted Capacity available in the Slot (i.e. up to 8,757,180 kWh/h or 783,500 Nm3/h).

4.1.7 The duration of the Slot is 6 (six) Gas Days with regasification rate ranging between the Minimum Regasification Capacity and the Contracted Capacity, and in accordance with the In-Process Storage Program.

4.1.8 In one Slot, the Unloaded LNG Quantities shall not exceed 1,166,878,800 kWh nor 180,000 m3 of LNG.

4.1.9 A Terminal User that has contracted multiple consecutive Slots shall have the right to use them for the purpose of unloading one Cargo and for In-Process Storage and regasification of the Unloaded LNG Quantities. In such a situation the Operator shall provide for the possibility of making alternative arrangements with the Terminal User in respect of such Cargo, specifically when setting the Arrival Window for the Slot and the unloading of the LNG Carrier exceeding 180,000 m3 of LNG, provided that the Carrier has obtained an authorisation for a larger tank capacity than specified in point 6.1.2. Detailed rules in this respect shall be described in the Terminal Code.

4.1.10 As part of the unloading of LNG, the Terminal User shall be provided with the infrastructure to enable:

4.1.10.1 arrival of an authorised Carrier at the Unloading Berth conforming to the parameters specified in point 6.1.2, during the agreed Arrival Window, which cannot exceed 24 (twenty-four) hours;

4.1.10.2 unloading of LNG with simultaneous use of arms or flexible unloading hoses with a total capacity of 9,000 m3 LNG/h;

4.1.10.3 the Carrier to remain at the Unloading Berth for the time necessary for the unloading to be completed, which cannot exceed 48 (forty-eight) hours.

4.1.11 As part of the Regasification Services, the Operator shall ensure the possibility of In-Process Storage of the Unloaded LNG Quantity for a period of time limited by the duration of the Slot. In case when the interval between the start of a Slot for a given Carrier and the start of a slot for the next Carrier is longer than the time resulting from the duration of the Slot, as specified in point 4.1.7, then access to In-Process Storage shall be provided during the time resulting from the difference of these periods and exceeding the duration of the Slot, to enable the performance of following activities to take place during that time:

4.1.11.1 Regasification Services at the rate at least corresponding to the Minimum Regasification Capacity in accordance with the In-Process Storage Program;

4.1.11.2 Additional Services, in the event of allocation of Terminal Capacity for such services, in accordance with the quantity and scope specified in the Regasification Agreement.

4.1.12 In-Process Storage shall be provided to the Terminal User in accordance with the In-Process Storage Program. The Terminal Code shall set out detailed rules applicable to the In-Process Storage Program.

4.1.13 The Terminal User shall be obliged to comply with the rules regarding Contracted Capacity and Minimum Regasification Capacity set forth in point 7.1.

4.1.14 The base contract term for the provision of the Regasification Services is defined as one Gas Year. The term of the provision of Regasification Services shall be defined by the Parties in the Regasification Agreement. Settlements in respect of the Regasification Services and Additional Services shall be made in Settlement Periods.

4.1.15 Regasification Services or Regasification Services and Additional Services shall be provided by the Operator on the basis of the Regasification Agreement executed with the Terminal User, and the Terminal Code .

4.1.16 Long-term services shall be provided by the Operator for a definite term of one year or longer.

4.1.17 Short-term services shall be provided by the Operator for a term shorter than one year.

4.1.18 Pursuant to the Regasification Agreement executed with the Operator, the Terminal User shall be have the right to:

4.1.18.1 in case of using long-term Regasification Services – the number of Slots specified in that agreement in each Gas Year of the term of the Regasification Order;

4.1.18.2 in case of using short-term Regasification Services – the number of Slots specified in the Regasification Order, in respect of the individual periods of provision of the services as specified in the respective Regasification Orders.

4.1.19 Additional Services may only be ordered by Terminal Users using Regasification Services. Additional Services shall be defined in the Terminal Code if the Operator chooses to offer them.

4.1.20 Detailed information and rules concerning the provision of Regasification Services and Additional Services shall be specified in the Terminal Code and the Regasification Agreement.

4.2 Terminal Capacity allocation procedure

4.2.1 The allocation of Terminal Capacity shall be made under the FSRU Open Season procedure to be conducted by the Operator, the subject of which concerns Regasification Services of the planned Terminal to be offered according to the principles described in the GIC.

4.2.2 The Terminal Code shall set out the rules and procedure for offering and allocating any Terminal Capacity that has not been allocated under the FSRU Open Season procedure referred to in point 4.2.1.

4.3 Title to LNG and transfer of risk

4.3.1 The Terminal User shall ensure that it has the title to the Cargo and the Gaseous Fuel, including specifically the will right to deliver LNG to the Operator for unloading, regasification and other contracted services.

4.3.2 The Terminal User shall hold permits and approvals of the relevant administrative authorities, including customs and tax authorities, for the performance of unloading and regasification operations and shall indemnify the Operator for any damage or costs incurred by the Operator in the event of a lack of such permits or approvals.

4.3.3 The Parties agree that all risks:

4.3.3.1 related to the unloaded LNG shall pass onto the Operator upon the entry of the LNG to the LNG Delivery Point;

4.3.3.2 related to the Gaseous Fuel shall pass onto the Terminal User upon the exit from the Terminal at the Exit Point;

4.3.3.3 related to LNG reloaded onto other vessels as part of Additional Services shall pass onto the Terminal User upon the exit from the from flexible hoses used for LNG loading.

5. SCHEDULE OF ARRIVALS

5.1 Framework Schedule of Arrivals

5.1.1 Slots for Terminal Users using long-term services shall be allocated by the Operator for the entire Gas Year (R) under the procedure for establishing the Framework Schedule of Arrivals carried out in Gas Year (Y-1).

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

5.1.3 A proposal for the Framework Schedule of Arrivals for the next Gas Year broken down into Gas Months shall be sent by the Terminal User using long-term services to the Operator by 15 July of each Gas Year, and shall indicate:

5.1.3.1 the estimated quantity of LNG in kWh (and in addition in m3) in each delivery;

5.1.3.2 proposed dates for the Arrival Windows;

5.1.3.3 the Slots selected from the schedule of Slots published by the Operator, which the Terminal User would like to use, in the order of their allocation preferred by the Terminal User, with the number of Slots not being greater than the number allocated to the Terminal User in the Regasification Agreement;

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.

5.1.4 The anticipated demand for Additional Services shall be attached by the Terminal User to the proposal for the Framework Schedule of Arrivals.

5.1.5 In the tentative Framework Schedule of Arrivals, the Terminal User shall adhere to the Slot Schedule published by the Operator and to take into account any scheduled maintenance of the plant as indicated by the Operator. For this purpose, the Operator undertakes to provide the Terminal User, by 20 June of each Gas Year, with information on the dates when the Operators plans to carry out scheduled maintenance works in the plant for the following Gas Year, making effort to ensure that the dates of scheduled maintenance works planned by the Operator are aligned with the dates provided by the TSO.

5.1.6 The Operator shall determine the Framework Schedules of Arrivals for each Terminal User on the basis of its proposal for the Framework Schedule of Arrivals according to the following rules and procedure:

5.1.6.1 Between 15 and 30 September of each Gas Year, a consultation meeting between Terminal Users and the Operator shall be held to agree Framework Schedules of Arrivals for the following Gas Year.

5.1.6.2 By 5 October, the Operator shall advise the Terminal User on the proposed Framework Schedule of Arrivals for the following Gas Year.

5.1.7 When there is no possibility of accommodating the proposals of the Arrival Schedules from all Terminal Users, the order of priority of with respect to the allocation of individual Slots upon the determination of the Schedules of Arrivals for individual Terminal Users shall be established as follows:

5.1.7.1 The Operator shall allocate one Slot to each Terminal User, one by one, starting with the Terminal Users that have been allocated the highest total number of Slots for the following Regasification Year;

5.1.7.2 In the event of a conflict between proposals of equal priority according to point 5.1.7.1, priority in the Schedule of Arrivals shall be given to those Terminal Users whose Regasification Agreements generate higher revenues, as discounted with the Operator's weighted average cost of capital, value, taking into account the volume and term of the respective Regasification Orders.

5.1.8 By 20 November of each Gas Year, the Terminal User shall send the tentative Framework Schedule of Arrivals for the next Gas Year, as agreed with and approved by the LNG Supplier, containing:

5.1.8.1 quantity of LNG in kWh (and in addition in m3) for individual deliveries;

5.1.8.2 names of Carriers;

5.1.8.3 loading time window;

5.1.8.4 estimated date of departure of the Carriers from the loading port;

5.1.8.5 estimated date of arrival of the Carriers at the Unloading Port;

5.1.8.6 proposed dates for the Arrival Windows;

5.1.8.7 quantity of LNG in kWh (and in addition in m3) expected to be delivered to the Terminal in the following Gas Year;

5.1.8.8 expected demand for the Additional Services.

5.1.9 By 30 November of each Gas Year, the Operator shall provide Terminal Users with information on the Framework Schedules of Arrivals finally set for each of them.

5.1.10 In the Framework Schedule of Arrivals referred to in 5.1.9 the Operator shall:

5.1.10.1 determine the number of Carrier calls at the Jetty;

5.1.10.2 Determine the Arrival Windows;

5.1.10.3 indicate the Slots allocated to the Terminal User;

5.1.10.4 confirm the volume of Cargoes delivered to the Terminal in units of energy (kWh) and units of volume (m^3 of LNG).

5.1.11 The Operator may reject the tentative Framework Schedule of Arrivals due to its non-conformity to the contents of the Terminal Code or the Regasification Agreement. The Operator shall give the reasons for such rejection.

5.1.12 If it is not possible for the Operator to agree the final Framework Schedule of Arrivals with Terminal Users, the Operator shall have the right to make the final decision in this respect.

5.1.13 If the tentative Framework Schedule of Arrivals is inconsistent with the provisions of the Terminal Code or the Regasification Agreement, which gives grounds for its rejection, the Terminal User shall be obligated to pay the fees resulting from the Tariff and incur additional costs resulting, in particular, from failure to achieve the Minimum Regasification Capacity.

5.1.14 The Framework Schedule of Arrivals determined as described above shall be binding on the Parties and may only be changed with the consent of the Operator and the Terminal User in the Monthly Schedules of Arrivals.

5.1.15 The rules set forth in points 5.1.1 - 5.1.14 shall apply, *mutatis mutandis*, to Terminal Users using short-term services, taking such Terminal Users into account in the procedure of determining the Framework Schedule of Arrivals, if permitted by the date of the short-term Regasification Agreement/date of the Regasification Order. When this is not possible, the allocation of Slots to Terminal Users using short-term services shall be made in a Regasification Order.

5.1.16 After the determination of the Framework Schedules of Arrivals for all Terminal Users for the following Gas Year, information on available Slots and Arrival Windows for the following Gas Year shall be published by the Operator on its website on 5 December, and information on available Slots and Arrival Windows for the current Gas Year shall be published on an ongoing basis. Available Slots shall then be allocated on a first come, first served basis.

5.1.17 The Terminal Code shall set out the remaining detailed rules concerning the Framework Schedule of Arrivals.

5.2 Monthly Schedules of Arrivals

5.2.1 30 calendar days prior to the beginning of each calendar month of the Gas Year, each Terminal User shall submit a tentative Monthly Schedule of Arrivals for that month. The information set out in the tentative Monthly Schedule of Arrivals must be consistent with the information set out for the same month in the Framework Schedule of Arrivals, and in particular the following information must be indicated therein:

5.2.1.1 Confirmation of the Arrival Windows and use of Slots;

5.2.1.2 Detailed information on each Cargo scheduled for delivery in a given Gas Month, in particular the information indicated in point 5.1.8;

5.2.1.3 The exact quantities of LNG to be regasified in each Gas Day.

5.2.2 After receiving the tentative Monthly Schedules of Arrivals of all Terminal Users, the Operator shall combine them into one integrated Monthly Schedule of Arrivals. The Operator shall make adjustments to or approve the tentative Monthly Schedules of Arrivals. Within 3 Business Days the Terminal Users shall be informed by the Operator in writing about proposed corrections to the tentative Monthly Schedules of Arrivals or about approved Monthly Schedules of Arrivals.

5.2.3 Terminal Users shall provide the Operator with revised tentative Monthly Schedules of Arrivals referring to the Operator's proposals within 3 Business Days from the date of presentation by the Operator of proposed corrections to the tentative Monthly Schedules of Arrivals submitted by the Terminal Users.

5.2.4 For the determination of any changes to the Monthly Schedules of Arrivals, the priority rules set out in point 5.1.7 shall apply.

5.2.5 When it is not possible for the Operator to agree the final Monthly Schedules of Arrivals with the Terminal Users, the Operator shall have the right to take the final decision in this respect.

5.2.6 The Terminal Code shall set out the remaining detailed rules concerning the Monthly Schedule of Arrivals.

5.3 In-Process Storage Program

5.3.1 The Terminal Code shall set out detailed rules applicable to the In-Process Storage Program.

6. LNG UNLOADING

6.1 Carrier authorisation

6.1.1 Only authorised Carriers shall be accepted for unloading. The method of Carrier authorisation and the related procedure shall be set forth in the Terminal Code, or in other instructions indicated in the Terminal Code.

6.1.2 The Unloading Berth shall provide the ability to unload a Carrier with a tank capacity of 65,000 m3 LNG to 180,000 m3 LNG and maximum overall dimensions corresponding to Panamax / Neopanamax vessels. In case of successful authorization, LNG unloading from Carriers with different parameters than described above shall be possible.

6.1.3 Detailed technical parameters of the Carriers, in particular their capacity, length, width, draught, type of manifolds, technical parameters of the unloading equipment (including pumps and their capacity) installed on the Carrier shall be specified in the Terminal Code, or in other instructions indicated in the Terminal Code.

6.2 Notification of arrival

6.2.1 Carriers shall approach the Unloading Berth in accordance with the provisions of the Terminal Code during the respective Arrival Windows set for them and preceding the Slots indicated in the Schedules of Arrivals.

6.2.2 When the Carrier sends a Notice of Readiness after the Arrival Window set for it, the Operator may reduce the Terminal User's Slot by the number of hours corresponding to the overrun of the Arrival Window, which may result in the curtailment of:

6.2.2.1 allowed Unloaded LNG Quantities to a quantity that will be possible to regasify and deliver to the Exit Point within the time corresponding to the reduced duration of the Slot;

6.2.2.2 possibility of using Additional Services within the Slot.

6.2.3 The Carrier shall arrive at the port observing all applicable legal regulations in this regard, including the rules of the Unloading Port. The Terminal User shall ensure, at no cost to the Operator, that the Carrier obtains all required approvals and permits related to the Carrier's arrival at the port and its use of port infrastructure.

6.2.4 The Terminal User shall ensure that the Carrier complies with all applicable regulations in the port, in particular it shall also ensure, at its cost and risk, the assistance of fire vessels, tugs, pilots, mooring boats required for the Carrier. The Terminal User shall be responsible to the Operator for the technical condition, operation and safety of the Carrier in the port.

6.3 Rules for the unloading of LNG and the use of port infrastructure

6.3.1 The Terminal Code or other instructions indicated in the Terminal Code shall specify detailed rules for LNG unloading and using port infrastructure in accordance with applicable relevant provisions and regulations as well as recognised international and national industry standards.

6.3.2 The unloading of LNG shall take place during the Slot and shall commence no earlier than the first hour of the first Gas Day of the Slot, unless the Operator agrees to an earlier start of unloading.

6.3.3 The Terminal shall provide the capability for unloading LNG at a maximum total unloading rate of 9000 m3 LNG/h.

6.3.4 The maximum permitted time for Carrier unloading is 48 (forty-eight) hours.

6.3.5 When the Operator offers Additional Services allowing for LNG reloading (loading of a vessel moored at the Terminal), the Terminal shall provide the capability of loading LNG with flexible hoses with the maximum total loading rate of 1500 m3 LNG/h. According to the assumptions, this service may include loading LNG into a Carrier with a cargo capacity ranging from about 1,000 m3 LNG to about 30,000 m3 LNG.

6.4 LNG quality specifications

6.4.1 The LNG delivered by the Terminal User to the Terminal for regasification purposes shall conform to the quality specifications consistent with point 6.4.2 and 6.4.3, so as to ensure that the Gaseous Fuel produced as a result of processes carried out in the Terminal will conform to the quality specifications set out in the TNC. The Operator shall not be required to provide the possibility of adjusting the quality specifications of the regasified LNG to the requirements of the TNC.

6.4.2 The quality specifications of the liquefied natural gas delivered to the Terminal should fall within the ranges indicated in the table below:

LNG SPECIFICATIONS **PHYSICAL AND QUALITATIVE**	**Minimum**	**Maximum**

High heating value (HHV) (kJ/Nm³)*	40,237	45,424
Wobbe index (kJ/Nm ³)*	53,140	56,570
Density at -159.8ºC at 100 mbar (kg/m³)	421	480
Content of		
C1	at least 87 %	
C2	up to 8.37 %	
C3	up to 3 %	
iC4+nC4	up to 1.2 %	
nC5	up to 0.1 %	
N2	up to 1 %	
CO2	up to 50 ppmv	
Hg	up to 0.01 ug/m³	

* - ranges of the density and calorific value are set according to the respective compositions of heavy and light LNG, i.e.:

light LNG composition: 95.4% (C1), 3.2% (C2), 1.4% (N2), and

heavy LNG composition: 87% (C1), 8.37% (C2), 3% (C3), 1.2% (C4), 0.23% (nC5), 0.2% (N2).

6.4.3 The content of other components in vaporised LNG, such as hydrogen sulphide, total sulphur and mercaptan sulphur, must conform to the provisions of the TNC.

6.5 Principles for measuring the quantity and quality parameters of LNG

6.5.1 The Terminal Code shall lay down detailed rules for carrying out measurements of the quantity and quality parameters of LNG, including in particular the methods for determination of the quantity of unloaded LNG and the quality parameters.

6.5.2 All measurements shall be conducted in accordance with applicable laws and regulations and recognised international and national industry standards.

6.5.3 Overseeing the proper measurement of the quality and quantity of LNG shall be the responsibility of an independent Surveyor.

7. REGASIFICATION

7.1 Minimum Regasification Capacity and Contracted Capacity

7.1.1 The range of capacities made available at the Terminal shall be within the capacity range of the Terminal from the Minimum Regasification Capacity of 670,620 kWh/h to the nominal capacity (Contracted Capacity) of 8,757,180 kWh/h of Gaseous Fuel.

7.1.2 In order to ensure the continuous operation of the Terminal, Terminal Users shall be obliged to maintain the Minimum Regasification Capacity at all times during the Slot.

7.1.3 In the event that one or more Slots following a Slot allocated to a Terminal User remain not allocated, that Terminal User shall be responsible for maintaining the Minimum Regasification Capacity during the period from the start of unloading the Carrier of that Terminal User until the start of unloading the next Carrier that will arrive at the Terminal. The Terminal User shall be informed of this no later than 20 calendar days before the start date of the Slot allocated to that Terminal User.

7.1.4 If the quantity of unloaded LNG, the frequency of Carrier arrivals, and the quantity of Gaseous Fuel specified in the Nominations does not allow to maintain the Minimum Regasification Capacity determined for a given Terminal User, the Terminal User shall cover all the resulting damage and costs incurred by the Operator or by other Terminal Users, resulting, in particular, from the necessity of limit or suspend and restart the Terminal, including the costs of purchasing LNG, compensation, rebates that third parties may demand from the Operator, all costs incurred in restoring the proper operation of the Terminal and any damage caused to the Terminal's technical infrastructure.

7.2 Nominations and renominations

7.2.1 In order to perform the Regasification Agreement, the Terminal User shall make Nominations indicating the quantities of Gaseous Fuel to be delivered at the Exit Point. The Nominations may be revised in the renomination procedure. A renomination approved in accordance with the provisions of the Network Code shall be deemed to be an Approved Nomination.

7.2.2 The quantities of Gaseous Fuel in Nominations and renominations shall be specified in kWh.

7.2.3 Nominations shall be submitted with daily frequency.

7.2.4 The quantities of Gaseous Fuel specified in the Nominations should be determined so as to ensure that the Unloaded LNG Quantity is regasified and sent out to the Exit Point by the end date of the Slot while not exceeding the Contracted Capacity and not going below the Minimum Regasification Capacity.

7.2.5 The Nominations and renominations submitted by the Terminal User should take into account scheduled works in the plant determined by the Operator according to point 10 and the restrictions and suspensions introduced in the Terminal by the Operator according to the provisions of the Terminal Code, or in the Transmission System by the TSO according to TNC.

7.2.6 The Nominations specify the quantities of Gaseous Fuel to be delivered to the Exit Point for each Gas Day.

7.2.7 All other rules and procedures concerning Nominations and renominations shall be set out in the Terminal Code.

7.3 Acceptance of Unloaded LNG Quantities

7.3.1 For each Carrier scheduled in the Schedules of Arrivals, the Terminal User shall be obliged to offtake the quantity of LNG corresponding to the Unloaded LNG Quantity from such Carrier (less own consumption) during the Slot the Carrier is assigned to.

7.3.2 The Terminal User shall be obliged to make the appropriate Nominations in order to offtake the entire Unloaded LNG Quantity.

7.3.3 In the event that a Terminal User fails to make the appropriate Nominations to offtake LNG or Gaseous Fuel, the Terminal Operator shall have the to take over the title to such LNG or Gaseous Fuel for 50% of the Reference Gas Price. Any matters not regulated in the Terminal Code shall be governed by the Civil Code provisions on sale.

7.3.4 All other rules and procedures concerning the offtake of Unloaded LNG Quantities shall be set out in the Terminal Code.

7.4 Allocation

7.4.1 The determination of the quantity of Gaseous Fuel (expressed in energy units - kWh) delivered to the Terminal User at the Exit Point shall be made by the Operator.

7.4.2 All other rules and procedures related to allocation shall be set out in the Terminal Code.

7.5 Rules for determining the quantity and quality parameters of the Gaseous Fuel delivered to the Exit Point

7.5.1 The quantities of Gaseous Fuel delivered to the transmission network at the Exit Point shall be determined on the basis of the results of measurements taken in accordance with the provisions of the Terminal Code and the allocation rules described in point 7.4.

7.5.2 The measurement of the quantity of Gaseous Fuel and its quality parameters shall be carried out at the metering station in accordance with the applicable provisions and regulations as well as recognised international and national industry standards.

7.5.3 Detailed rules for determining the quantity and quality parameters of the Gaseous Fuel delivered to the Entry Point shall be specified in the Terminal Code.

7.6 Method of accounting for quantities of LNG consumed in the regasification process

7.6.1 The rules of accounting for the quantities of LNG consumed by the Operator in the regasification process shall be set forth in the Tariff.

7.6.2 The estimated consumption of natural gas for the Terminal's process needs resulting from the regasification services (own consumption) shall not exceed 2.5% of the Unloaded LNG Quantity.

8. ADDITIONAL SERVICES

8.1 General provisions

8.1.1 Additional Services shall be available only Terminal Users using the Regasification Services, provided that the Operator decides to provide them.

8.1.2 Additional Services provided by the Operator shall be specified in the Terminal Code.

8.1.3 Currently, the Operator contemplates the possibility of offering LNG transshipment to smaller vessels (vessels with a capacity of approximately 1,000 to 30,000 m3 LNG) and ship bunkering as Additional Services.

9. INVOICING AND PAYMENT FOR SERVICES

9.1 Types of invoices

9.1.1 Charges for services shall be calculated on the basis of the applicable Tariffs and documents indicated in the Terminal Code.

9.1.2 The Operator shall issue invoices substantially in the form conforming to the applicable legal regulations.

9.1.3 The rules and procedures concerning invoicing and payment for services provided by the Operator shall be described in the Regasification Agreement or in the Terminal Code, including in particular the following: settlement and invoicing of provided services, rules of sending and receiving invoices, method and terms of payment, overdue payments, and settlement of disputes regarding invoicing and payments.

10. WORKS WITHIN THE PLANT

10.1.1 In order to ensure safety and maintain an appropriate level of operational reliability of the Terminal, the Operator shall perform the necessary works, including scheduled works related to: operation, diagnostics, overhauls, maintenance, installation, modernization and other planned maintenance works.

10.1.2 By the end of December of each year, the Operator shall publish, on its website, information on the scope of works planned between 1 January of the current year and 31 December of the following year which may affect the operating conditions of the Terminal resulting in reduced capability to provide Regasification Services or Additional Services. In this information, the Operator shall take into account the information from the TSO, making effort to ensure that the dates of the works carried out by the Operator are aligned with the dates notified by the TSO.

10.1.3 The Operator shall make effort to ensure that scheduled works do not exceed 14 days in any given year. At the same time, in view of the necessity to carry out an overhaul and maintenance works in dry dock, the Operator shall take effort to ensure that these works do not take place more frequently than every 5 years and do not exceed 25 days in the year in which they are carried out.

10.1.4 Detailed rules for setting, approximating and adjusting the dates of the works referred to in this point 10 shall be specified in the Terminal Code.

10.1.5 The Terminal User shall take the restrictions referred to in point 10 into account in the Schedule of Arrivals and in the Nominations.

10.1.6 During the periods of restrictions caused by the performance of scheduled works referred to in this point 10, the Operator shall be released from the obligation to provide Regasification Services or Additional Services.

10.1.7 For the period of suspension or restricted capability to provide Regasification Services or Additional Services as a result of scheduled works carried out by the Operator and in other cases specified in the Tariff, the charges shall be reduced in accordance with the applicable Tariff.

11. CONGESTION MANAGEMENT

11.1 Operator's actions to minimize the possibility of the Terminal Capacity congestion

11.1.1 At the stage of considering applications for the allocation of Terminal Capacity, the Operator shall analyse the possibility of allocating the Terminal Capacity so that their performance does not affect the level of the operating safety and integrity of the Terminal.

11.1.2 The Operator shall take the following measures to prevent the Terminal Capacity congestion:

11.1.2.1 allocate Slots and Additional Services in a manner that ensures optimum use of the Terminal Capacity,

11.1.2.2 establish the In-Process Storage Program and operate and control the Terminal in a manner that ensures optimum use of the Terminal Capacity and in a manner that reduces the probability of the Terminal Capacity congestion,

11.1.2.3 apply appropriate procedures to prevent contractual congestion, in particular in case when allocated Slots are not utilised by Terminal Users,

11.1.2.4 monitor technical and quality parameters of the unloaded LNG and the Gaseous Fuel,

11.1.2.5 schedule the works in the plant referred to in point 10 so as to avoid causing any congestion in the access to the Terminal, and when congestion is unavoidable in connection with the works to be carried out, make efforts to mitigate the consequences of the congestion caused by the scheduled works,

11.1.2.6 prepare operating procedures in the event of an Emergency Situation.

11.2 Contractual congestion management

11.2.1 The Operator shall assess on an ongoing basis the utilisation of the allocated Terminal Capacity for Regasification Services or Additional Services taking into account currently existing Regasification Agreements. The purpose of such analysis is to prevent Terminal Capacity hoarding and the occurrence of contractual congestion.

11.2.2 If contractual congestion occurs, which prevents full utilization of the Terminal Capacity, the Operator shall make efforts to reduce such congestion while respecting the rights of Terminal Users.

11.2.3 Irrespective of other actions undertaken by the Operator, when Terminal Capacity booked under existing and performed Regasification Agreements remains unused, the Operator may call on the Terminal User that does not utilize the Terminal Capacity it is eligible to in order to explain the reasons and anticipated period for which such Terminal User will not use the allocated Terminal Capacity, or:

11.2.3.1 call on the Terminal User to make the Terminal Capacity available to a third party;

11.2.3.2 call on the Terminal User to sell the unused Terminal Capacity;

11.2.3.3 sell unused Slots on behalf of the Terminal User;

11.2.3.4 reduce the Terminal Capacity allocated to the Terminal User.

11.2.4 Terminal Capacity sharing.

11.2.4.1 The Terminal User may share the Slots allocated to it with a third party.

11.2.4.2 In order to share a Slot the Terminal User shall enter into an appropriate agreement with the third party. The Terminal User shall continue to be the subject of the rights and obligations arising from the provision of Regasification Services or Regasification Services and Additional Services. The Terminal User shall be responsible for the third party with which it shared the Slot as for his own actions.

11.2.4.3 For the purposes of the performance of services within a shared Slot, the Terminal User may indicate additional persons who will be operational contacts for the Operator with respect to the provision of Regasification

Services or Regasification Services and Additional Services within a given Slot.

11.2.5 Sale of unused Terminal Capacity by the Terminal User.

11.2.5.1 A Terminal User may only sell its Terminal Capacity to another Terminal User subject to the Operator's consent, and the Operator shall not unreasonably refuse such consent.

11.2.5.2 Terminal Users may sell the Terminal Capacity they are entitled to in the current Gas Year (selected or all of the Slots allocated to the Terminal User) or sell a part of or all the Terminal Capacity they are entitled to in subsequent Gas Years.

11.2.5.3 In order to facilitate the sale of unused Terminal Capacity to Terminal Users, information on Slots offered for sale by Terminal Users shall be published by the Operator on its website.

11.2.5.4 A Terminal User interested in purchasing Terminal Capacity within a Slot shall contact directly the Terminal User whose Slot has been notified for sale.

11.2.5.5 Detailed rules and procedure for the sale of Terminal Capacity shall be described in the Terminal Code.

11.2.6 Sale of Slots unused by the Terminal User by the Operator.

11.2.6.1 In case when the Terminal User fails to confirm, in the Monthly Schedule of Arrivals, the use of the allocated Slots for the monthly period covered by the Monthly Schedule of Arrivals, the Operator may offer such unconfirmed Slots to other Terminal Users. The allocation of a Slot to another Terminal User shall result in the loss of the entitlement to use that Slot by the Terminal User.

11.2.6.2 The Terminal User shall retain its rights and obligations with respect to the Terminal Capacity within the Slots until such Terminal Capacity within the Slots is resold to another Terminal User.

11.2.6.3 Detailed rules and procedure for the sale of Terminal Capacity shall be described in the Terminal Code.

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

11.2.7.1 In case when the Terminal User does not use at least 70% of its allocated Terminal Capacity within 12 (twelve) consecutive months, the Operator shall have the right to unilaterally reduce the Terminal Capacity allocated to that Terminal User in the current and subsequent Gas Years by the value of the unused Terminal Capacity rounded up to the nearest whole Slot.

11.2.7.2 Immediately after taking the decision to reduce the Terminal Capacity allocated to the Terminal User, the Operator shall inform the Terminal User in writing of the taken decision and its consequences.

11.2.7.3 The allocation of Terminal Capacity available as a result of a reduction in the Terminal Capacity [previously] allocated to the Terminal User shall be made in accordance with the provisions of the Terminal Code.

11.2.7.4 Detailed rules and procedure for the reduction of Terminal Capacity allocated to the Terminal User shall be described in the Terminal Code.

12. INFORMATION EXCHANGE

12.1 The scope, format, mode, places and dates of exchange of information between the Parties within the scope of the Regasification Agreement shall be specified in the Terminal Code.

13. DATA PROCESSING SECURITY

13.1 Provisions concerning the confidentiality and cybersecurity related to the FSRU Service Delivery Model and the OtP are set out in the GIC and the OtP.

13.2 The provisions of the Terminal Code or the Regasification Agreement shall set forth the obligations of the Parties to the Regasification Agreement with respect to information protection, including in particular information of a technical, technology-related, commercial, strategic, financial or economic nature, as well as classified information obtained by the Parties in connection with the procedure of execution and the performance of the Regasification Agreement.

14. FINAL PROVISIONS

14.1 Language and Applicable Law

14.1.1 This FSRU Service Delivery Model has been drawn up in Polish.

14.1.2 The Terminal Code, the OtP and the Regasification Agreements shall be executed in Polish.

14.1.3 The governing law applicable to this FSRU Service Delivery Model, Regasification Agreements executed on the basis of the Terminal Code and to the Terminal Code itself shall be the Polish law.

15. AMENDMENTS TO THE TERMINAL CODE

15.1 The Terminal Code will specify the methods and procedure for amendments to the Terminal Code by the Operator, in accordance with the applicable laws and regulations in force, taking into account the role and authority of the President of the ERO.