
**GENERAL TERMS AND CONDITIONS OF THE
REGASIFICATION AGREEMENT_{FSRU}**

(GTC_{FSRU})

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1. SUBJECT OF THE REGASIFICATION AGREEMENT_{FSRU}

- 1.1. The Regasification Services_{FSRU} shall be offered by the Operator pursuant to the rules set forth in the Terminal Code.
- 1.2. The performance of Regasification Services_{FSRU} shall be ordered from the Operator through the execution of a Regasification Order_{FSRU}.
- 1.3. The execution or amendment of the Regasification Order_{FSRU} shall take place in accordance with the procedure set forth in the Regasification Agreement_{FSRU} and the Terminal Code. A separate Regasification Order_{FSRU} shall be executed for each Regasification Service_{FSRU} ordered by the Terminal User_{FSRU}.

2. DISCLOSURE AUTHORISATION

- 2.1. The Terminal User_{FSRU} hereby authorises the Operator to pass any information related to the performance of the Regasification Agreement_{FSRU} to interoperating system operators, to the extent provided for in the Terminal Code.

3. PERFORMANCE BOND IN RESPECT OF THE REGASIFICATION ORDER_{FSRU}

- 3.1. In order to protect the interests of entities for which the Operator provides Regasification Services_{FSRU} and to ensure the security of operation and reliability of the Terminal_{FSRU}, the Terminal User_{FSRU} shall maintain a performance bond.
- 3.2. Subject to the exceptions set out in the Regasification Order_{FSRU} and during the periods stipulated in the Regasification Order_{FSRU}, the performance bond in respect of the Regasification Order_{FSRU} should be maintained in the form of an irrevocable, non-transferable, unconditional bank guarantee payable on first demand, consistent with the model published by GAZ-SYSTEM S.A. for the performance bond in respect of a Regasification Order_{FSRU}, or in other form that substantially consistent with that model, provided that GAZ-SYSTEM S.A. has previously accepted the contents of a bank guarantee deviating from the model. The bank guarantee shall be issued by a bank with a current rating of not less than "BBB", "Baa2", "BBB", respectively, depending on the Agency: Standard & Poor's (LT Issuer Rating), Moody's (LT Rating) or Fitch (LT Rating IDR). In case when the relevant bank has acquired ratings from more than one rating agency, the lower rating shall apply. The bank guarantee shall be drawn up and interpreted according to the Polish law. If the bank guarantee had not been issued in Polish, it should be presented to GAZ-SYSTEM S.A. along with a sworn translation into Polish. The bank guarantee should be denominated in PLN.
- 3.3. If, at any time, the issuer of the bank guarantee loses the rating referred to in 3.2, the Terminal User_{FSRU} shall present a proof confirming that a new bank guarantee conforming to the criteria set out in point 3.2, point 3.4 and point 3.5 within thirty (30) days of the loss of the minimum rating by the former guarantee issuer.
- 3.4. The bank guarantee referred to in point 3.2 should remain valid without interruption until six (6) months have elapsed from the date of expiry of the Regasification Order_{FSRU}. In the event that the Terminal User_{FSRU} presents a performance bond in respect of the Regasification Order_{FSRU} for a period shorter than that specified in the previous sentence, it shall be obliged, at least thirty (30) days prior to the expiry of the validity period of such bond, to present a new security instrument conforming to the requirements specified in points 3.2, point 3.4 and point 3.5, and valid for a period no shorter than one (1) year. In the event of failure to comply with the obligation to provide a new performance bond in respect of the Regasification Order_{FSRU}, the Operator shall have the right to suspend the provision of the Regasification Services_{FSRU} in favour of that Terminal User_{FSRU} as of the beginning of the next Arrival Window falling after the lapse of the deadline set by the Operator. After the performance bond in respect of the Regasification Order_{FSRU} has been replenished in accordance with the requirements set out in point 3.2 - 3.5, the provision of the Regasification Services_{FSRU} shall be resumed. In addition, the Operator will shall have the right to draw down the on existing security and retain the amount thus obtained as security in place of the security which has not been presented, in the

form of a non-interest-bearing deposit, even if the Operator has not suffered any damage as a result of the failure of the Terminal User_{F_{SRU}} to perform the aforementioned obligation.

- 3.5. The value of the performance bond in respect of the Regasification Order_{F_{SRU}} shall not be lower than the equivalent of six times the average monthly financial liabilities of the Terminal User_{F_{SRU}} towards the Operator resulting from all Regasification Orders_{F_{SRU}} executed by that Terminal User_{F_{SRU}} during the current Gas Year, with the exception of a Regasification Order_{F_{SRU}} executed under the Open Season_{F_{SRU}} procedure, as determined based on the prevailing Tariff. The value of the performance bond in respect of the Regasification Order_{F_{SRU}} shall be calculated by the Terminal User_{F_{SRU}} on its own.
- 3.6. If, following to the allocation of further Regasification Services_{F_{SRU}} or other services provided at the Terminal_{F_{SRU}} to the Terminal User_{F_{SRU}}, the performance bond in respect of the Regasification Order_{F_{SRU}} of that Terminal User_{F_{SRU}} is lower than fifty percent (50%) of the level required in accordance with point 3.5, the Operator shall call upon the Terminal User_{F_{SRU}} to immediately replenish the amount of the performance bond in respect of the Regasification Order_{F_{SRU}} and suspend the provision of Regasification Services_{F_{SRU}} and other services provided at the Terminal_{F_{SRU}} to that Terminal User_{F_{SRU}} until that moment. The Terminal User_{F_{SRU}} shall be informed about the request to replenish the amount of the performance bond in respect of the Regasification Order_{F_{SRU}} and about the fact of suspending the provision of the Regasification Services_{F_{SRU}} by email upon the Operator's decision to suspend the provision of the Regasification Services_{F_{SRU}}. Once the performance bond in respect of the Regasification Agreement_{F_{SRU}} has been replenished in accordance with the requirements specified in points 3.2 - 3.5, the provision of the Regasification Services_{F_{SRU}} shall be resumed.
- 3.7. If despite the suspension of the provision of Regasification Services_{F_{SRU}} pursuant to point 3.4 or point 3.6, the Terminal User_{F_{SRU}} fails to replenish the performance bond in respect of the Regasification Order_{F_{SRU}} as requested, the Operator may terminate the Regasification Agreement_{F_{SRU}} or the Regasification Order_{F_{SRU}} with respect to the Terminal User_{F_{SRU}}, applying the provisions of point 5.7 as appropriate.
- 3.8. The Operator may reduce the value of the performance bond in respect of the Regasification Order_{F_{SRU}} for a given Terminal User_{F_{SRU}} (to the required level, as determined according to GTC_{F_{SRU}}) at the request of that Terminal User_{F_{SRU}} within fourteen (14) days of delivery of the request of the Terminal User_{F_{SRU}} for the reduction of the performance bond in respect of the Regasification Order_{F_{SRU}}, submitted to the Operator in writing, on condition of no outstanding liabilities of the Terminal User_{F_{SRU}} towards the Operator and taking into account the amount of current liabilities of the Terminal User_{F_{SRU}} towards the Operator, to an amount no lower than calculated according to point 3.5. The reduction shall take place by communicating the consent to the reduction of the value of the performance bond in respect of the Regasification Order_{F_{SRU}} to the Terminal User_{F_{SRU}}.
- 3.9. Within thirty (30) days of delivery to the Operator of information that a Terminal User_{F_{SRU}} finds itself in circumstances which cause the statement referred to in point 2.7.1 of the Regasification Agreement_{F_{SRU}} to be affirmative or that the Terminal User_{F_{SRU}} no longer satisfies the conditions set out in point 2.7.2 of the Regasification Agreement_{F_{SRU}} or finds itself in circumstances which may significantly jeopardize their future fulfilment, and if the Operator becomes aware of the above circumstances, within thirty (30) days from the date of the Terminal User_{F_{SRU}} having been informed by the Operator, the Terminal User_{F_{SRU}} shall be obligated to provide evidence of establishing additional financial security satisfying the requirements referred to in point in the amount of twenty-five per cent (25%) of the value of all security instruments the Terminal User_{F_{SRU}} had been obliged to establish so far, and shall be required to maintain the additional financial security until the day on which the reason for establishing the additional security ceases to exist and the Operator receives a notification confirming this circumstance.
- 3.10. The Operator shall have the right to draw down on the performance bond in respect of the Regasification Order_{F_{SRU}} referred to in point 3.1 and the additional security instrument referred to in point 3.9 in the event of non-performance or improper performance by the Terminal User_{F_{SRU}} of its obligations under the Regasification Agreement_{F_{SRU}} and the Regasification Order_{F_{SRU}}, and in such case:

- 3.10.1. when the Terminal User_{FSRU} defaults on payment for the services provided by the Operator for at least fourteen (14) days after the due date, after the Operator has notified the Terminal User_{FSRU} by email or the IES, or in writing of the possibility of termination, at the Operator's option, as appropriate: the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU} and set an additional fourteen (14) days' deadline for payment of outstanding and current liabilities, or
- 3.10.2. when of liquidation proceedings are opened with respect to the Terminal User_{FSRU} or appointment of a receivership is established with respect to the Terminal User_{FSRU}, or
- 3.10.3. when the obligation to present a new performance bond in respect of the Regasification Order_{FSRU} in accordance with point 3.4 is not performed, or
- 3.10.4. when the institution issuing the bank guarantee has lost its financial rating and the performance bond has not be replaced with an alternative security document in accordance with the provisions of point 3.3 or point 5.8, or
- 3.10.5. when the Terminal User_{FSRU} fails to provide additional security in accordance with point 3.9.
- 3.11. Each time the Operator draws down on the performance bond in respect of the Regasification Order_{FSRU} referred to in point 3.1, the Terminal User_{FSRU} shall be required to replenish the security amount within seven (7) Business Days from the date on which it is drawn by the Operator.
- 3.12. The performance bond in respect of a Regasification Order_{FSRU} shall be returned to the Terminal User_{FSRU} within fourteen (14) days of the lapse of the last day on which the Terminal User_{FSRU} was obliged to maintain the same according to the provisions of the Regasification Agreement_{FSRU}, provided that the Terminal User_{FSRU} fulfils all financial obligations resulting from the Regasification Agreement_{FSRU} and the Regasification Order_{FSRU}.

4. INVOICING AND PAYMENTS FOR REGASIFICATION SERVICES_{FSRU}

4.1. Types of invoices

- 4.1.1. Charges for the Regasification Services_{FSRU} shall be calculated on the basis of the applicable Tariffs and other documents indicated in the Terminal Code.
- 4.1.2. The Operator shall issue invoices substantially in the form conforming to the applicable legal regulations.
- 4.1.3. In particular, the Operator issues the following types of invoices:
 - 4.1.3.1. preliminary invoice – issued by the Operator for Regasification Services_{FSRU} in a given Settlement Period based on the quantity of LNG Cargoes indicated for that Settlement Period in the Schedule of Arrivals and the Contracted Capacity,
 - 4.1.3.2. settlement invoice – issued by the Operator for the Regasification Services_{FSRU} or other services provided at the Terminal_{FSRU} performed in the Settlement Period according to the Commercial Settlement Report; provided specifically that a settlement invoice may be an adjustment invoice within the meaning of the VAT Act,
 - 4.1.3.3. invoice for additional services – issued by the Operator after the performance of Regasification Services_{FSRU}, on the basis of additional costs incurred by the Operator in the performance of such Regasification Services_{FSRU},
 - 4.1.3.4. adjustment invoice – issued in the event of errors in billing and/or invoicing, as well as in the event of the acceptance of a complaint filed by the Terminal User_{FSRU},

4.1.3.5. interest note – issued by the Operator in case when Terminal User_{F_{SRU}} exceeded the payment terms.

4.2. Settlements and monthly invoicing for Regasification Services_{F_{SRU}}

4.2.1. The preliminary invoice shall be issued by the Operator by the seventh (7th) day of the Settlement Period. The amount of the preliminary invoice shall be calculated as the sum of 100% of the fixed Charge Calculated on the basis of the applicable contracted capacity and 50% of the variable charge for Regasification Service_{F_{SRU}} that is determined on the basis of the monthly quantity of LNG Cargoes indicated in the Schedule of Arrivals. In case when, with respect to a given Gas Month, a different service other than the Regasification Service_{F_{SRU}} was allocated to the Terminal User_{F_{SRU}}, in the preliminary invoice the Operator shall also indicate one hundred per cent (100%) of the fee due for the provision of that service in that Gas Month, calculated in accordance with the terms set forth in the Tariff.

4.2.2. Within two (2) Business Days after the end of a given Settlement Period, the Operator shall prepare and deliver to the Terminal User_{F_{SRU}} a Commercial Settlement Report for the services performed during the Settlement Period, which shall indicate, in particular, the quantities of Gaseous Fuel allocated to the Terminal User_{F_{SRU}} as delivered to the Exit Point.

4.2.3. By the fourth (4th) Business Day after the Settlement Period, the Commercial Settlement Report shall be reconciled and signed by the Parties.

4.2.4. In the event when the Terminal User_{F_{SRU}} fails to authorise its representatives to reconcile the settlement report, or its representatives unreasonably refuse to sign the report, it shall be signed unilaterally by the Operator's representative. If the Parties do not sign the settlement report, the Terminal User_{F_{SRU}} shall have the right to file a complaint.

4.2.5. By the seventh (7th) Business Day after the Settlement Period, the Operator shall issue a settlement invoice for the Regasification Services_{F_{SRU}} performed in the Settlement Period based on the Commercial Settlement Report signed by the Parties. The Commercial Settlement Report shall be enclosed as an attachment to the settlement invoice.

4.2.6. By the seventh (7th) day after the Settlement Period, the Operator shall issue an invoice for additional services accounting for any additional costs incurred by the Operator in the performance services provided in the Settlement Period.

4.3. Sending and receiving invoices

4.3.1. Invoices issued by the Operator in a form conforming to the applicable legal regulations, together with the attachments that constitute the basis for their issuance shall be made available via the IES. The notification about invoices and supporting documents that have been made available shall be sent by electronic mail to the address indicated in the IES.

4.4. Method and terms of payment

4.4.1. The amounts arising from the invoices shall be payable by a bank transfer to the Operator's account specified in the invoices.

4.4.2. The payment term for the invoices mentioned in point 4.2 shall be fourteen (14) days from the invoice date.

4.4.3. The payment of the amounts due shall be deemed to be made on the date of crediting the Operator's bank account.

4.4.4. Each payment made by the Terminal User_{F_{SRU}} shall be applied towards the oldest receivables, including, in the first instance, statutory interest.

4.5. Payment default

- 4.5.1. A delay in the payment of the financial liabilities by the Terminal User_{FSRU} shall result in the accrual of statutory interest for every day of delay. The amount of statutory interest that accrues shall be payable on the basis of interest notes issued by the Operator within seven (7) days of the date of issuance of such note to the Terminal User_{FSRU}.
- 4.5.2. The Operator may draw down on the security instruments described in the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU} in the event that the Terminal User_{FSRU} defaults on the payment.
- 4.5.3. The termination of the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU} shall not release the Terminal User_{FSRU} from the obligation to pay all liabilities, including interest.
- 4.5.4. Any complaints concerning invoices should be filed by the Terminal User_{FSRU} no later than within ten (10) Business Days of the date of invoice receipt.
- 4.5.5. In the event when the complaint concerns calculation errors, the Terminal User_{FSRU} shall make a timely payment of the amount that has been correctly calculated and reconciled with the Operator.
- 4.5.6. The filing of a complaint by the Terminal User_{FSRU} other than one that concerns calculation errors shall not release the Terminal User_{FSRU} from the obligation to pay the amounts due arising from the invoices.
- 4.5.7. The Operator shall consider the complaint within fourteen (14) days of the date of its receipt.
- 4.5.8. In the event that the complaint is admitted, the Operator shall issue an adjustment invoice within seven (7) Business Days of the date of admitting the complaint and shall send it forthwith to the Terminal User_{FSRU}. Any overpayment shall be credited by the Operator towards future payments. The amount of the overpayment shall be invoiced in accordance with applicable regulations.
- 4.5.9. When, within three (3) days of receiving the adjustment invoice, the Terminal User_{FSRU} demands reimbursement of the overpayment, the overpayment shall be transferred to the account of the Terminal User_{FSRU} within fourteen (14) days of the Operator's receipt of the demand for reimbursement. This shall also be the case with respect to a Terminal User_{FSRU} that has not ordered the provision of further services from the Operator.

4.6. Settlement of disputes arising from invoicing and payments

- 4.6.1. If a dispute arises between the Terminal User_{FSRU} and the Operator regarding invoices issued by the Operator, the Parties shall make efforts to expediently settle the dispute through negotiations.

5. TERMINATION

5.1. The Regasification Agreement_{FSRU} and the Regasification Order_{FSRU} shall terminate:

- 5.1.1 at any time by written agreement between the Parties;
- 5.1.2 on the date of expiry of legally required licences for conducting the activity under the Regasification Agreement_{FSRU}, or the decision on designation as an operator, if the licence or decision on designation as Operator has not been extended, or if the Party or its legal successor does not obtain a new licence that would enable the continued performance of the Regasification Agreement_{FSRU},
- 5.1.3 upon the lapse of the time limit specified by the decision of the President of the ERO obliging a Party to continue its business activities despite the expiry of the licence,

unless the validity of the decision has been extended, or the Party or its legal successor obtained a new decision enabling the continued performance of the Regasification Agreement_{F_{SRU}},

- 5.1.4 immediately after the Operator becomes aware of a legally binding decision issued by the President of the ERO to withdraw the licence or to withdraw a decision which is indispensable for carrying out activities related to the performance of the Regasification Agreement_{F_{SRU}}, unless within seven (7) days from the effective date of such decision to withdraw the licence, the Terminal User_{F_{SRU}} presents a declaration signed by its authorized representatives to the effect that the activities carried out by the Terminal User_{F_{SRU}} do not require a licence under the Energy Law (consolidated text: Dz.U.2021.716 as amended).
- 5.1.5 subject to point 5.4.2, upon the lapse of the termination notice period in respect of the Regasification Agreement_{F_{SRU}}.
- 5.2. The Party affected by the circumstances described in point 5.1.2 and point 5.1.3 shall be obliged to inform the other Party in writing at least fourteen (14) days in advance of the date on which the Regasification Agreement_{F_{SRU}} is to be terminated.
- 5.3. The Terminal User_{F_{SRU}} shall have the right to terminate the Regasification Agreement_{F_{SRU}} by giving one month's notice. The Regasification Agreement_{F_{SRU}} shall terminate upon the lapse of such period, with the exception of a situation where a Regasification Order_{F_{SRU}} has been executed on its basis with a term of provision of the Regasification Services_{F_{SRU}} exceeding the term of notice of the Regasification Agreement_{F_{SRU}}, in which case the Regasification Agreement_{F_{SRU}} shall terminate upon the lapse of the last day of provision of the Regasification Services_{F_{SRU}} under the Regasification Order_{F_{SRU}} with the longest term of provision of the Regasification Services_{F_{SRU}}, unless the Parties agree otherwise.
- 5.4. Irrespective of the provisions of point 5.3, the Terminal User_{F_{SRU}} shall have the right to terminate the Agreement with two weeks' notice in the event of:
 - 5.4.1. failure by the Operator to perform the services under the Agreement for a consecutive period of thirty (30) days, unless the failure or improper performance is due to circumstances for which the Operator is not responsible,
 - 5.4.2. a breach by the Operator of any material provisions of the Terminal Code, Tariff, Agreement or these GTC_{F_{SRU}}, and a failure to remove such breach within a reasonable time,
- 5.5. The termination of the Regasification Agreement_{F_{SRU}} as referred to in points 5.3 and 5.4 is effected by a written statement of the Terminal User_{F_{SRU}} on the termination of the Regasification Agreement_{F_{SRU}} delivered to the Operator.
- 5.6. The Operator shall have the right to terminate the Agreement subject to two weeks' notice in the following circumstances:
 - 5.6.1. when the Terminal User_{F_{SRU}} is in arrears with payment for the provided services for at least one (1) month after the date such payment was due, despite a prior notice of the intention to terminate the Agreement, delivered either in writing or by email or through the IES, and despite of an additional deadline of at least two weeks for the payment of the outstanding and current obligations having been set, and the Terminal User_{F_{SRU}} has failed to pay in full the current and outstanding obligations within the next 14 days after the lapse of the deadline,
 - 5.6.2. a failure to present, extend the validity of or replenish the performance bond in respect of the Regasification Order_{F_{SRU}} in the cases and form specified in the Agreement, despite a demand to replenish the same within a specified deadline, which cannot be shorter than seven (7) days, having been delivered in writing or by email or through the IES,

- 5.6.3. the Terminal User_{FSRU} fails to conform to any restrictions introduced in accordance with the applicable legal regulations or provisions of the Terminal Code,
- 5.6.4. the Terminal User_{FSRU} fails to comply with the requirements stipulated by legal regulations governing the operation of the Terminal,
- 5.6.5. the Terminal User_{FSRU} has breached any material provisions of the Terminal Code, Tariff, Agreement or GTC_{FSRU} and fails to remedy such breach within a reasonable period of time,
- 5.6.6. when the Terminal User_{FSRU} has not executed any Regasification Order_{FSRU} for more than one (1) year.
- 5.7. Within fourteen (14) days from the date of delivery to the Operator of information that the Terminal User_{FSRU} finds itself in circumstances as a result of which the Terminal User_{FSRU} does not have sufficient financial resources to fulfil its obligations arising out of the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU}, and in the event of the Operator becoming aware of the fact in the situation when the Operator becomes aware of circumstances with respect to the Terminal User_{FSRU} as a result of which the Terminal User_{FSRU} does not have causing that it does not have sufficient financial resources to fulfil its obligations arising out of the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU}, the Operator shall be have the right to terminate the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU}. The termination of the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU} shall be made by way of a written notice of the Operator delivered to the Terminal User_{FSRU}, taking effect on the fourteenth (14th) day after the date of delivery of the notice referred to herein.
- 5.8. Within five (5) Business Days of the delivery of the notice referred to in point 5.7, the Terminal User_{FSRU} may submit a notice to the Operator stating its intention to submit and maintain a financial security in the form of a bank guarantee conforming to the requirements set out in point 3.2. The guarantee shall be valid as of the 14th day after the day of delivery of the statement referred to in point 5.7, throughout the term of the Regasification Agreement_{FSRU}. The guarantee shall be established for a value corresponding to the financial liabilities of the Terminal User_{FSRU} arising from the performance of the Regasification Agreement_{FSRU} and Regasification Orders_{FSRU}, determined as the entire value of the financial liabilities of the Terminal User_{FSRU} from the day of the statement referred to herein until the expiry of the term of the last executed Regasification Order_{FSRU}, determined on the basis of the Regasification Services_{FSRU} allocated to the Terminal User_{FSRU}. The provisions of point 3.2 and point 3.3 shall apply accordingly.
- 5.9. The right referred to in point 5.8 may be exercised again by the Terminal User_{FSRU} during the term of the Agreement, provided that the financial security referred to in point 5.8 is not extended at the date indicated herein, in the Operator's opinion, the circumstances that would cause the Terminal User_{FSRU} to lack sufficient financial resources to perform its obligations under the Regasification Agreement or Regasification Orders_{FSRU} no longer apply.
- 5.10. The Terminal User_{FSRU} shall have the right to terminate the Regasification Order_{FSRU}, subject to a prior notice, in the event of the Operator's non-performance or improper performance of its obligations under the Regasification Order_{FSRU}, as a result of which, during the successive three (3) months immediately preceding the submission of the termination notice in respect of the Regasification Order_{FSRU} by the Terminal User_{FSRU}, the Operator receives less than fifty-two and a half percent (52.5%) of the LNG quantities specified in the applicable Framework Schedule of Arrivals, to be delivered to the Terminal_{FSRU} under this Regasification Order_{FSRU}, unless the non-performance or improper performance is a consequence of circumstances for which the Operator is not responsible.
- 5.11. The termination of the Regasification Order_{FSRU} referred to in point 5.10 shall be made by way of a written notice by the Terminal User_{FSRU} on the termination of the Regasification Order_{FSRU}, served upon the Operator, taking effect on the thirtieth (30th) day after the service date, unless by that date, at the latest, the Operator starts receiving LNG in quantities consistent with the current Framework Schedule of Arrivals.

- 5.12. Within fourteen (14) days of the termination notice in respect of the Regasification Order_{FSRU} being served upon the Operator by the Terminal User_{FSRU}, as referred to in point 5.11, the Operator may present a declaration of its intention to pay the amount equivalent to [...] % of the value of that Regasification Order_{FSRU} to the Terminal User_{FSRU}. When such a declaration is made and the amount is paid, the termination notice of the Terminal User_{FSRU} referred to in 5.11, becomes null and void, and the period of three (3) months referred to in 5.1 starts running anew from the date of serving the Operator's declaration upon the Terminal User_{FSRU} and payment of the aforementioned amount. The payment of the amount of [...] specified herein shall not be tantamount to the admission of the claims of the Terminal User_{FSRU} for any amount. Depending on the outcome of the dispute, the above amount shall be credited against the compensation due to the Terminal User_{FSRU}, or refunded. The option provided for herein may be exercised by the Operator twice during the term of the Regasification Order_{FSRU}.

6. LIABILITY OF THE PARTIES

- 6.1. Unless otherwise stipulated in the Regasification Agreement_{FSRU} with respect to a specific situation, each Party shall be obliged to make good any damage resulting from non-performance or improper performance of its obligations under the Agreement, unless such non-performance or improper performance is caused by circumstances for which that Party is not responsible, in particular Force Majeure.
- 6.2. Without prejudice to generally applicable legal regulations and other relevant provisions of the Regasification Agreement_{FSRU} or Regasification Order_{FSRU}, the Operator's liability on any account shall be limited to the loss incurred by the Terminal User_{FSRU}, excluding lost profits.
- 6.3. Each Party shall be responsible for its own actions or omissions, for the actions or omissions by persons retained to assist such Party in the performance of its obligations under the Regasification Agreement_{FSRU} or a Regasification Order_{FSRU}, as well as by persons to whom it entrusts the performance of such obligations.
- 6.4. In the event of the Operator's non-performance or improper performance of its obligations with respect to the Regasification Services_{FSRU}, the Terminal User_{FSRU} shall be entitled to discounts (reduction of the amount of charges for the Regasification Services_{FSRU}) in accordance with the provisions of the Tariff. For the avoidance of doubt, the Operator's liability shall be limited to the discounts specified in the preceding sentence.
- 6.5. Each Party shall be liable only for such damage resulting from improper performance or non-performance of its obligations under the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU} of which the other Party notifies it in writing within thirty (30) days of becoming aware of the occurrence or risk of occurrence of the damage.
- 6.6. Under the provisions of the Regasification Agreement_{FSRU}, each Party shall be liable to the other Party for the occurrence of damage resulting from claims made by third parties provided that:
- 6.6.1. The Party making the claim demonstrates that it exercised due diligence to minimise the damage caused, in particular in the case of Terminal User_{FSRU}, by taking all possible measures to postpone the receipt of or to resell LNG;
- 6.6.2. The Party that may have a claim shall immediately inform the other Party of the possibility of damage and allow the other Party to participate in measures aimed at minimising the extent of the damage;
- 6.6.3. Neither the Party against which the third party's claim is asserted, nor anyone else on its behalf, shall acknowledge or settle such third party's claim, and such claim shall not be settled without the prior written consent of the other Party (which consent shall not be unreasonably withheld by the other Party);
- 6.6.4. The Party at risk of liability (subject to the admission of such liability or reaching an agreement as to liability sharing) shall have the right, at its expense and in its sole

discretion, upon prior written notice to the other Party to take any action it deems reasonable to avoid, initiate or conduct litigation, defend against or settle such claim or liability (including counter-claims or other actions against third parties) for or on behalf of such other Party, and shall oversee any related proceedings or negotiations, and the other Party shall grant the Party at risk of liability all necessary authorisations in respect of the foregoing.

6.6.5. Each Party shall be obliged to keep the other Party informed of all issues related to the third party claim and shall immediately provide the other Party with a copy of all correspondence concerning the claim.

6.7. The Parties exclude the possibility of setting off their receivables against the receivables of the other Party.

7. FORCE MAJEURE

7.1. The Parties shall not be liable for failure to perform or for improper performance of their obligations hereunder when this is caused by Force Majeure.

7.2. The party invoking Force Majeure shall:

7.2.1. without undue delay, but no later than within seven (7) Business Days from the date of occurrence of the Force Majeure circumstances, notify the other Party of the occurrence of such Force Majeure circumstances and the extent thereof, the estimated period for which it is expected to continue and the impact on the performance by the Party invoking the Force Majeure of its obligations under the Regasification Agreement_{FSRU};

7.2.2. during the period of Force Majeure, inform the other Party from time to time, and in any case not less frequently than at the end of each calendar month, about actions taken to remove the effects of the Force Majeure and the expected date of commencement of proper performance under the Regasification Agreement_{FSRU};

7.2.3. use all reasonable endeavours to limit the scope of the Force Majeure and to remove its effects as soon as possible;

7.2.4. immediately after the cessation of the Force Majeure and the removal of its consequences, notify the other Party thereof and, without further request, to resume the proper performance of its obligations under the Regasification Agreement_{FSRU}.

7.3. If the Force Majeure persists for more than twelve (12) months, the Parties shall promptly begin the renegotiation of the Regasification Agreement_{FSRU} in order to determine the conditions for its continuation.

7.4. In the event that the occurrence of Force Majeure prevents the provision of the Regasification Services_{FSRU}, the Operator shall suspend the provision of Regasification Services_{FSRU} and other services provided at the Terminal_{FSRU} to the Terminal User_{FSRU} concerned until the effect of the Force Majeure has passed or until the conditions for the continuation of the Agreement have been agreed. The term of the Regasification Order_{FSRU} shall be extended by the duration of the suspension referred to in the previous sentence.

8. ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT

8.1. The Parties acknowledge that the Operator shall have the right to transfer all or part of the rights and obligations arising from the Regasification Agreement_{FSRU} or a Regasification Order_{FSRU} to a third party.

8.2. The Parties acknowledge that the Terminal User_{FSRU} shall have the right to transfer all or part of the rights and obligations under the Regasification Agreement_{FSRU} or a Regasification Order_{FSRU} onto a third party only with the consent of the Operator expressed in writing otherwise being null and void.

9. DISPUTE RESOLUTION

- 9.1. The Parties shall endeavour to resolve amicably any disputes arising in connection with the Regasification Agreement_{FSRU} or a Regasification Order_{FSRU} or their interpretation. Should the efforts to arrive at an amicable solution fail, any disputes arising out of them or related to them shall be settled by a competent court having jurisdiction over the Śródmieście district of the City of Warsaw.
- 9.2. In the event of a dispute as to the quality parameters of the unloaded LNG or the Gaseous Fuel delivered to the Exit Point, the Parties shall request an opinion on the subject matter of the dispute from a notified testing or measurement laboratory. Such opinion shall be binding upon the Parties. The Parties shall bear the costs of obtaining an opinion in proportion to the extent to which a Party's objections are not confirmed by such an opinion. If a dispute arises between the Parties as to the notified testing or measurement laboratory, the dispute as to the quality parameters of the unloaded LNG or Gaseous Fuel delivered to the Exit Point shall be settled by a common court having jurisdiction over the Operator's registered office.

10. PROTECTION OF PERSONAL DATA

- 10.1. In connection with the execution, performance and monitoring of the Regasification Agreement_{FSRU}, each Party shall process personal data of persons employed by the other Party or cooperating with the other Party or a subcontractor of the other Party, and the Parties shall share such data with each other for this purpose (in particular, these may include: name, surname, email address, telephone number, place of employment, position). The above personal data shall not be shared by the Parties for the purposes of data sub-processing by the other Party, and each Party shall become the controller of such data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter "GDPR").
- 10.2. The Terminal User_{FSRU} shall fulfil on behalf of the Operator the obligation to provide information under Article 14(1)-(3) GDPR in relation to persons:
- 10.2.1. designated as representatives of the Terminal User_{FSRU} for the purpose of execution of the Regasification Agreement_{FSRU} - by familiarising such persons with the information contained in clause 10.5. This information is also available at <https://www.gaz-system.pl/en/privacy-policy/purposes-of-and-legal-basis-for-processing.html>
- 10.2.2. whose personal data have been shared by the Terminal User_{FSRU} with the Operator and who are the authorized contact persons in connection with the performance of the Regasification Agreement_{FSRU}, by familiarizing such persons with the information contained in clause 10.5. This information is also available at <https://www.gaz-system.pl/en/privacy-policy/purposes-of-and-legal-basis-for-processing.html>
- 10.2.3. whose personal data have been shared by the Terminal User_{FSRU} with the Operator, and who are authorized to execute the Regasification Agreement_{FSRU} on behalf of the Terminal User_{FSRU}, by familiarizing such persons with the information contained in clause 10.5. This information is also available at <https://www.gaz-system.pl/en/privacy-policy/purposes-of-and-legal-basis-for-processing.html>
- 10.3. The Operator shall fulfil, on behalf of the Terminal User_{FSRU}, the obligation to provide information under Articles 14(1)-14(3) GDPR with respect to persons whose personal data have been shared by the Operator with the Terminal User_{FSRU}, and who are authorized to exercise supervision on behalf of the Operator and to maintain ongoing contact with respect to the performance of the Regasification Agreement_{FSRU} on behalf of the Operator, and who are designated as representatives for the execution of the Regasification Agreement_{FSRU} on condition that the Terminal User_{FSRU} provides the Operator with applicable information clauses upon conclusion of the Regasification Agreement_{FSRU}.

10.4. In the event that the performance of this Regasification Agreement_{FSRU} involves the necessity of the sub-processing by either Party to the Agreement of personal data for which the other Party acts as the controller within the meaning of GDPR, the Parties shall sign a separate data sub-processing agreement.

10.5. Information on data protection for persons designated as representatives upon the execution of Regasification Agreement_{FSRU} with Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. (GAZ-SYSTEM) and for persons designated as business contacts in Agreement executed or for the purpose of the performance of such Agreement)

Why do we need your personal data?

We collect your personal data because they are necessary for us to determine the authorization to conclude or execute Agreement, as well as to maintain business contacts in connection with the conclusion and performance of the Agreement, the party to which is the entity indicating you as a representative for conclusion or performance of the Agreement or to contacts related to conclusion or performance of this Agreement.

Who do we share the data with?

Data may be received by the following entities:

- our employees or associates,
- members of GAZ-SYSTEM bodies,
- entities authorized under the applicable law (in particular courts, public authorities, institutions),
- entities providing services to GAZ-SYSTEM on the basis of the concluded agreements, in particular entities providing IT, new technologies, postal and courier services, services for destruction and archiving of documents, accounting and finance services, services for the protection of persons and property.

Do we transfer personal data to third countries or international organizations?

We do not transfer personal data to third countries or international organizations, which do not protect them appropriately.

What is the legal basis for the processing?

The legal basis for the processing of your personal data is Article 6 section 1(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the "GDPR", which means that your personal data are necessary for us to determine the authorization to conclude or execute contracts and maintain business contacts in connection with the conclusion and performance of the Agreement the party to which is the entity indicating you as a representative for conclusion or performance of the Agreement or to contacts related to conclusion or performance of the Agreement.

How long will we process your personal data?

Personal data will be processed for the period necessary to perform of the subject of the contract and to maintain contacts related to conclusion and performance of the Agreement, as well as for the period necessary to keep the Agreement for archiving purposes.

Where did we get the data from?

We obtained the personal data from the entity with which we concluded the Agreement, and which indicated you for conclusion or performance of the Agreement or for contacts related to conclusion or performance of the Agreement.

What categories of data do we process?

The following categories of personal data are currently being processed:

- Basic data (for identification purposes) such as name and surname,
- Contact details (for contact via regular mail, telephone or e-mail) such as telephone number, entity's registered seat address, e-mail address,
- Other identification data entered in appropriate registers or indicated in powers of attorney or other documents (in order to verify the right to conclude or perform a contract), e.g. PESEL, function /

official position, address of residence, ID card number indicated in the provided documents or appearing in the appropriate registers.

Do we make automated decisions, including your identification?

We do not make automated decisions, including those related to your identification based on personal data.

What are your rights?

You have the right to:

- access your personal data, i.e. the right to obtain information on what data, how and for what purpose are processed by us,
- rectify, i.e. request the update of the data if it turns out that incorrect data were collected or are no longer up to date,
- delete your personal data, i.e. request the deletion of all or part of your personal data. If the request is justified, we will immediately delete the data,
- limit the processing, i.e. request the limitation of the processing of data to their storage. The processing restriction may be revoked after the conditions justifying the processing restriction ceased to exist,
- object the processing, i.e. stop the processing of your personal data for the purpose stated above, if in your opinion we violate your rights in connection with the processing of the data provided,
- file a complaint against us with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the law.

Contact - Where can I exercise my rights or obtain more information?

The controller of your personal data will be Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with its registered office in Warsaw, Mszczonowska 4, 02-337 Warsaw. You can exercise your rights (or obtain more information) by communicating with us through: rodo@gaz-system.pl

11. FINAL PROVISIONS

- 11.1. When exchanging correspondence with the Operator using electronic means the Terminal User_{FSRU} shall report any observed or suspected events concerning the ITC environment of the Operator, which, at the time of being discovered or reported appear to be a cybersecurity incident. A cybersecurity incident is defined as an event or series of undesirable or unexpected events related to information security that create a significant likelihood of disruption to business processes and may compromise the Operator's information security.
- 11.2. In case when the event referred to in point 11.1 above or the likelihood of such an event occurring is identified, the Terminal User_{FSRU} shall immediately inform the Operator thereof through one of the communication channels available below:
- 11.2.1. by telephone call on: +48 22 22 01 111 or +48 885 250 999;
- 11.2.2. by email to: cert@gaz-system.pl.
- 11.3. The parties are obliged to provide each other with all relevant and necessary information concerning the event referred to in 11.1 above.
- 11.4. All the terms defined in the in the Terminal Code or the Regasification Agreement_{FSRU} shall retain the same meaning in these GTC_{FSRU}.
- 11.5. The Parties agree that the provisions of point 6 shall remain in force despite the termination of the Regasification Agreement_{FSRU} or withdrawal therefrom with *ex tunc* effect.
- 11.6. The Operator may amend the GTC_{FSRU} in whole or in part, in particular in the event of a change in the legal situation, a change in the Tariff or the Terminal Code, or in other justified cases.

- 11.7. In the event of any discrepancy between the provisions of the Regasification Agreement_{F_{SRU}} and the Regasification Order_{F_{SRU}}, the provisions of the Regasification Order_{F_{SRU}} shall prevail. In the event of any discrepancy between the provisions of the Regasification Agreement_{F_{SRU}} and other annexes to the Regasification Agreement_{F_{SRU}}, the provisions of the Regasification Agreement_{F_{SRU}} shall prevail. Upon the entry into force of the Terminal Code approved by the President of the ERO, in the event of any discrepancies between the provisions of the Regasification Agreement_{F_{SRU}}, the Regasification Order_{F_{SRU}} or any attachments thereto, the provisions of the current Terminal Code shall prevail.
- 11.8. The amended or new wording of the GTC_{F_{SRU}} shall be implemented as follows:
- 11.8.1. The Operator shall inform the Terminal User_{F_{SRU}} in writing of the change in the contents of the GTC_{F_{SRU}}.
- 11.8.2. The Terminal User_{F_{SRU}} shall be bound by the new or amended wording of the GTC_{F_{SRU}} presented by the Operator upon the lapse of thirty (30) days from the date of receiving the information referred to in point 11.8.1, unless it terminates the Regasification Agreement_{F_{SRU}}.
- 11.9. Whenever these GTC refer to notification by email or through the IES, the Parties shall assume that the delivery takes effect from the moment when such notification has been effectively sent.
- 11.10. The Terminal User_{F_{SRU}} shall be obliged to keep the details of the IES users from its organisation up-to-date (including contact data for dispatch forces) or to immediately inform the Operator about any changes to the data concerning the IES users.

REGASIFICATION AGREEMENT_{FSRU}

No / [•] / [•] /.

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Executed on, in (hereinafter: "**Regasification Agreement_{FSRU}**" or "**Agreement**"), between:

[•] with [•] registered office in [•], entered in [•] maintained by [•] under number [•], NIP [•]; REGON: [•], with the share capital of PLN [•], and paid-up capital of [•], represented by:

1. [•]
2. [•]

hereinafter referred to as the "**Terminal User_{FSRU}**"

and

Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with its seat in Warsaw, a company having its registered office in Warsaw (02-370), at 4 Mszczonowska St, entered to the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register (KRS), with the KRS number 0000264771, tax identification number (NIP): 527-243-20-41; statistical number (REGON): 015716698, with share capital of PLN 3.771.990.842, fully paid up, represented by:

1. [•]
2. [•]

hereinafter referred to as the "**Operator**" or "**GAZ-SYSTEM S.A.**"

The Terminal User_{FSRU} and the Operator shall hereinafter be collectively referred to as the "**Parties**" and each of them individually as a "**Party**".

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LIST OF ANNEXES CONSTITUTING AN INTEGRAL PART OF THE REGASIFICATION AGREEMENT_{FSRU}

- Annex No. 1** Original documents or authenticated copies of:
- extract from the register of entrepreneurs for the Operator;
 - decision on issuance of REGON number to the Operator;
 - decision on issuance of NIP number to the Operator;
 - power of attorney confirming the authority of the signatories of this Agreement to represent and incur liabilities on behalf of the Operator;
- Annex No. 2** Original documents or authenticated copies of:
- extract from the register of entrepreneurs for Terminal User_{FSRU};
 - decision on issuance of REGON number to the Terminal User_{FSRU};
 - decision on issuance of NIP number to the Terminal User_{FSRU};
 - power of attorney, if applicable, confirming the authority of the signatories of the Agreement to represent and incur liabilities on behalf of the Terminal User_{FSRU};
- Annex No. 3** FSRU Terminal operation and maintenance instructions - FSRU Terminal Code for the Liquefied Natural Gas facility moored in the Port of Gdańsk (Terminal Code_{FSRU}).
- Annex No. 4** Regasification Order_{FSRU} (incorporated in the Regasification Agreement_{FSRU} after the allocation of Slots to the Terminal User_{FSRU});
- Annex No. 5** Contact details of dispatcher and operation services;
- Annex No. 6** Declarations of the Terminal User_{FSRU}.

1. DEFINITIONS

The following terms shall have the meaning defined below, and all capitalised terms not otherwise defined in the Regasification Agreement_{FSRU} shall have the meaning given to them in the Terminal Code:

Business Day	a day other than a public holiday as defined in the Public Holidays Act;
Terminal Code	FSRU Terminal operation and maintenance instructions - FSRU Terminal Code for the Liquefied Natural Gas facility moored in the Port of Gdańsk, stipulating the rules of use of the Terminal _{FSRU} by all Terminal Users _{FSRU} ;
TNC	the Transmission Network Code for the Transmission System applied by the Transmission System Operator (TSO);
LNG	liquefied natural gas - a liquid product consisting mainly of methane, obtained from natural gas by cooling it to a temperature of approx. -159°C, with quality parameters specified in the Service Delivery Model or defined in accordance with the FSRU Terminal Code;
GTC_{FSRU}	General Terms and Conditions of the Regasification Agreement _{FSRU} ;
Force Majeure	actions external to GAZ-SYSTEM S.A. or the Terminal User _{FSRU} , independent of GAZ-SYSTEM S.A. or the Terminal User _{FSRU} , extraordinary and unforeseeable, such as in particular natural disasters and natural catastrophes (e.g. hurricanes, fires, floods, earthquakes, epidemics) disruptions to supply, energy delivery or transport systems, events resulting from any acts of the government (e.g. decisions, regulations), riots, strikes, social unrest, acts of terror, piracy or sabotage, acts of war (including civil war);
Tariff	the binding set of prices and fee rates and terms of their application prepared by the Operator and applicable to the provision of the Regasification Service _{FSRU} and introduced for application by the Operator pursuant to the provisions of law in force;
Terminal_{FSRU}	Liquefied natural gas installation located in the Port of Gdańsk, comprising a FSRU (Floating Storage Regasification Unit(s)), with the capabilities required for LNG unloading, in-process storage and regasification, as well as for the provision of Additional Services, the Unloading Berth and the Unloading Platform;
Regasification Agreement_{FSRU}	the present agreement executed as a framework agreement to provide Regasification Services _{FSRU} , pursuant to which the Terminal User _{FSRU} and the Operator execute Regasification Orders _{FSRU} ;
Regasification Services_{FSRU}	regasification services provided by GAZ-SYSTEM S.A., as defined in the Terminal Code;

Public Holidays Act	the Act of 18 January 1951 on Public Holidays (Dz.U.2020.1920, as amended);
Terminal User_{FSRU}	the entity with which the Regasification Agreement _{FSRU} has been executed;
Regasification Order_{FSRU}	a regasification order executed pursuant to the Regasification Agreement _{FSRU} specifying the time, technical parameters and other terms and conditions for the performance of the Regasification Services _{FSRU} .

2. REPRESENTATIONS AND WARRANTIES

- 2.1 Each Party hereby represents and warrants that:
- 2.1.1 it has performed all acts required by law for the purposes of the execution and performance of this Agreement;
 - 2.1.2 is fully authorised to execute this Regasification Agreement_{FSRU}, and the persons signing the Regasification Agreement_{FSRU} on its behalf are duly authorised to enter into binding obligations on its behalf, including with respect to the execution and performance this Regasification Agreement_{FSRU};
 - 2.1.3 the execution of the Regasification Agreement_{FSRU} will be duly authorised by the competent governing bodies of the Party and the Regasification Agreement_{FSRU} constitutes a lawful, valid and binding obligation of the Party.
- 2.2 The Operator and the Terminal User_{FSRU} undertake to perform the obligations set forth in this Regasification Agreement_{FSRU} with the highest degree of diligence, as appropriate considering the professional nature of their activity.
- 2.3 The Parties undertake to hold valid all legally required business licences. In the case of the Terminal User_{FSRU}, an applicable licence, if required, shall be obtained at least thirty (30) days prior to the commencement of the provision of the Regasification Services_{FSRU}.
- 2.4 In the event of a failure by the Terminal User_{FSRU} to obtain the applicable licence within the time indicated in point 2.3, the provision of the Regasification Services_{FSRU} shall be withheld until such a licence is obtained. During the period of suspension due to the failure on the part of the Terminal User_{FSRU} to obtain such licence in a timely manner, the Operator shall charge fees from the Terminal User_{FSRU} according to the Tariff, as if the Regasification Services_{FSRU} had been performed by the Operator in accordance with the volumes specified in the Regasification Order_{FSRU}.
- 2.5 Each Party undertakes to promptly notify the other Party of any circumstances that may result in a refusal, expiry, revocation or modification of the terms of any legally required business licence.
- 2.6 The Terminal User_{FSRU} undertakes to obtain, until the date of commencement of the provision of Regasification Services_{FSRU} for the Terminal User_{FSRU}, all necessary permits and approvals of the relevant administrative authorities, including customs and tax authorities, as required for the performance of unloading operations and the regasification process. The Terminal User_{FSRU} shall indemnify the Operator for any damage or costs incurred by Operator due to the lack of such permits or approvals, including, without limitation, penalties and damages claimed from the Operator.
- 2.7 The Terminal User_{FSRU} hereby declares as of the date of execution of this Agreement:

- 2.7.1 whether any bankruptcy, restructuring or liquidation proceedings are pending against it, whether any proceedings for the establishment of a receivership are pending against it, as well as whether its assets have been encumbered in any way, e.g. through the appointment of an interim court supervisor or interim manager, and in the case when the Terminal User_{FSRU} does not have its registered office in the territory of the Republic of Poland, it represents whether any analogous proceedings are pending against it or whether any analogous measures have been taken in accordance with the applicable regulations according to the registered office of the Terminal User_{FSRU};
- 2.7.2 that the Terminal User_{FSRU} will have sufficient funds to perform its obligations under each of the Regasification Orders_{FSRU} to be executed hereunder, and that these funds will not come from undisclosed or illegal sources within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorism financing (for consolidated text see Dz.U.2020.971, as amended).

The declarations referred to above are attached as Annex 6 hereto.

- 2.8 The Terminal User_{FSRU} undertakes to notify the Operator immediately, but no later than within five (5) Business Days of the occurrence, in case when any circumstances affecting the Terminal User_{FSRU} necessitate a revision of the declaration referred to in point 2.7.1, or when the Terminal User_{FSRU} no longer meets the conditions described in point 2.7.2, or when any circumstances occur which may significantly jeopardize the fulfilment of such conditions in the future.

3. SUBJECT OF THE REGASIFICATION AGREEMENT_{FSRU}

- 3.1 The subject of the Regasification Agreement_{FSRU} consists in the definition of the rights and obligations of the Parties related to the provision of the Regasification Services_{FSRU} by the Operator for the benefit of the Terminal User_{FSRU}, according to the scope, terms and conditions and at the times set out in the Regasification Order_{FSRU}.
- 3.2 The Operator undertakes to ensure continuous performance of the Regasification Services_{FSRU} ordered by the Terminal User_{FSRU} at the times indicated in the Regasification Order_{FSRU}, with the exception of:
- 3.2.1 periods of scheduled works in the installation as referred to in the Terminal Code,
- 3.2.2 occurrence of Force Majeure events,
- 3.2.3 occurrence of an Emergency Situation, or
- 3.2.4 restrictions implemented in accordance with the Terminal Code or the TNC.
- 3.3 Subject to applicable law, in the event of a conflict between any of the provisions of this Regasification Agreement_{FSRU} and the Terminal Code, the provisions of the Regasification Agreement_{FSRU} shall prevail.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1 The rights and obligations of the Parties and the terms and conditions applicable to the provision of Regasification Services_{FSRU} and not regulated herein are set out in detail in: (i) the Terminal Code, (ii) the GTC_{FSRU} and (iii) the Tariff. The Parties undertake to comply the currently binding Regasification Agreement_{FSRU}, Terminal Code and GTC_{FSRU}. By signing this Regasification Agreement_{FSRU}, the Terminal User_{FSRU} confirms that it has familiarised itself with the contents of the Terminal Code, Tariff the GTC_{FSRU} being currently in effect. The currently applicable Terminal Code, Tariff and GTC_{FSRU} are published by the Operator on the Operator's website.
- 4.2 The Operator shall have the right to make changes to the Terminal Code. A change to the Terminal Code may take place in the event of, *inter alia*, legislation changes, issuance or

revision of decisions or guidelines of regulatory authorities, changes in port regulations, changes to the TNC.

- 4.3 The rights and obligations of the Parties with respect to fees for Regasification Services_{FSRU}, in particular the rates of such fees and terms of their application, not regulated herein or in the Terminal Code, shall be set forth in the Tariff. The Operator undertakes to set the Tariff prior to commencing the provision of Regasification Services_{FSRU}. The Parties undertake to apply each time the currently applicable Tariff. The currently applicable Tariff shall be published by the Operator on the Operator's website.
- 4.4 The Terminal User_{FSRU} accepts that the Tariff shall be unilaterally set by the Operator.
- 4.5 In the event of a failure by the Terminal User_{FSRU} to use the Regasification Services_{FSRU}, in particular due to lack of LNG deliveries to the Terminal_{FSRU} or lack of throughput in interoperating systems, the Terminal User_{FSRU} shall be obliged to pay, in accordance with the Tariff, any fixed charges applicable during the term of the Regasification Order_{FSRU}.

5. TERM OF THE AGREEMENT

- 5.1 This Regasification Agreement_{FSRU} is concluded for an indefinite term and shall take effect upon its signing by both Parties.
- 5.2 The Regasification Services_{FSRU} shall be provided by the Operator to the Terminal User_{FSRU} at times agreed in the Regasification Order_{FSRU}.

6. INFORMATION EXCHANGE

- 6.1 The scope, format, procedure, place and time of information exchange between the Parties are specified in the Terminal Code.
- 6.2 The amounts arising from the invoices issued by the Parties hereunder shall be payable to the bank account of:
 - 6.2.1 Operator: acc. no.:
 - 6.2.2 Terminal User_{FSRU}: acc. no.
- 6.3 Any changes to the bank account numbers indicated in point 6.2 shall be made upon written notification to the other Party by the persons indicated in point 6.8.1 or point 6.8.2 , respectively, and shall not require an amendment of the Regasification Agreement_{FSRU}.
- 6.4 The Parties undertake to share with each other any information that may be relevant to the management or operation of the Terminal_{FSRU}, and any information required for the purposes of settlements.
- 6.5 The Parties undertake to inform each other forthwith of any events that may have an impact on human safety, or the operation of facilities or installations of either Party.
- 6.6 The information exchanged between the Parties in connection with the performance of the Regasification Agreement_{FSRU} and Regasification Order_{FSRU} shall be subject to protection in according to the provisions of the Terminal Code.

6.7 Any correspondence related to this Regasification Agreement_{FSRU} shall be delivered to the following addresses:

6.7.1 Operator:

Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.
Mszczonowska 4, 02-337 Warsaw, Poland
email: [●]

6.7.2 Terminal User_{FSRU}:

.....[●]
Str.. [●]
email: [●]

6.8 The following individuals shall be authorized to make any declarations related to the performance of the Regasification Agreement_{FSRU}, save for the right to amend the Regasification Agreement_{FSRU}:

6.8.1 on behalf of the Operator: [●]

6.8.2 on behalf of the Terminal User_{FSRU}: [●]

6.9 During the term of this Regasification Agreement_{FSRU}, each Party shall be obliged to notify the other Party in writing of any changes to the details provided in point 6.7 or point 6.8. A change of the address of either Party, as well as a change of the person or persons authorised to make declarations related to the performance of this Regasification Agreement_{FSRU} shall be effective with respect to the other Party upon delivery of the aforementioned notification to such other Party. The changes referred to above shall not constitute an amendment to the Agreement and shall not require an the execution of an annex.

6.10 Each of the Parties shall provide contact details of its dispatching and operational staff to the other Party at least three (3) months before the planned date of commencement of the provision of the Regasification Services_{FSRU} indicated in the Regasification Order_{FSRU}, and the aforementioned details shall constitute Annex No. 5 hereto.

7. FINAL PROVISIONS

7.1 The Parties agree that in the event of any part of the Regasification Agreement_{FSRU} being held invalid or otherwise legally defective, the Parties shall, at the request of either Party, immediately enter into negotiations in good faith with a view to replacing such provisions as soon as possible with provisions as close as possible to the content of the Regasification Agreement_{FSRU}, which shall be valid and enforceable and shall reflect the original intentions of the Parties as expressed in the wording of the Regasification Agreement_{FSRU}. If the Parties fail to reach an agreement within thirty (30) days of receiving either Party's notice hereunder, the issue shall be determined in a binding manner, at the request of either Party, by a court competent to resolve disputes arising from this Regasification Agreement_{FSRU}.

7.2 Save as otherwise provided in the Regasification Agreement_{FSRU}, amendments to the Regasification Agreement_{FSRU} shall be made in writing in the form of an annex, otherwise being null and void.

7.3 In the event of an amendment to the Terminal Code, Tariff or GTC_{FSRU} or introduction of a new Terminal Code, Tariff or GTC_{FSRU} for application, the provisions of the amended or new Terminal Code, Tariff or GTC_{FSRU} shall be binding upon the Parties without the need to execute an annex to this Regasification Agreement_{FSRU}.

7.4 To the extent permissible under applicable law, the Parties exclude the application of Article 357¹ of the Civil Code Act of 23 April 1964 (consolidated text Dz.U.2020.1740, as amended) to this Regasification Agreement_{FSRU}.

- 7.5 The Parties agree that if, as a result of performance of this Regasification Agreement_{FSRU}, it becomes necessary for the Operator to share personal data with the Terminal User_{FSRU}, then the Parties shall sign a data sub-processing agreement.
- 7.6 This Regasification Agreement_{FSRU} shall be governed by and construed in accordance with the Polish law.
- 7.7 This Regasification Agreement_{FSRU} has been executed in the Polish language, in two (2) counterparts, one (1) for each Party. In addition, the Operator may also draw up the Regasification Agreement_{FSRU} in the English language. In case of any discrepancies between the Polish and English language version of the Regasification Agreement_{FSRU}, the Regasification Agreement_{FSRU} drawn up in the Polish language shall be binding upon the Parties.
- 7.8 The Operator represents that it has the status of a large enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (consolidated text: Dz.U.2021.424). At the same time, the Operator represents that in connection with the performance of this Agreement, the above representation also applies to all services provided by the Operator in the performance of this Agreement.
- 7.9 The User represents that it has the status of a [...] enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (consolidated text: Dz.U.2021.424).

Signatures of the Parties

For the **Terminal User**_{FSRU}

Name: [●]

Position: [●]

Name: [●]

Position: [●]

For the **Operator**

Name: [●]

Position: [●]

Name: [●]

Position: [●]

REGASIFICATION ORDER_{FSRU}

Annex to

REGASIFICATION AGREEMENT_{FSRU}

No / [●] / [●] /.

DRAFT

As a result of the FSRU Open Season (the "**Procedure**"), this Regasification Order_{FSRU} (the "**Regasification Order_{FSRU}**") is entered into in Warsaw on [●], by and between:

[●] with [●] registered office in [●], entered in [●] maintained by [●] under number [●], NIP [●]; REGON: [●], with the share capital of PLN [●], and paid-up capital of [●], represented by:

1. [●]
2. [●]

hereinafter referred to as the "**Terminal User_{FSRU}**"

and

Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with its seat in Warsaw, a company having its registered office in Warsaw (02-370), at 4 Mszczonowska St, entered to the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register (KRS), with the KRS number 0000264771, tax identification number (NIP): 527-243-20-41; statistical number (REGON): 015716698, with share capital of PLN 3.771.990.842, fully paid up, represented by:

1. [●]
2. [●]

hereinafter referred to as the "**Operator**" or "**GAZ-SYSTEM S.A.**"

The Terminal User_{FSRU} and the Operator shall hereinafter be collectively referred to as the "**Parties**" and each of them individually as a "**Party**".

Whereas:

- (1) The operator is considering an investment project consisting in the development of a floating LNG terminal in the Gdansk area (hereinafter: "**Terminal_{FSRU}**"), with the capabilities required for LNG unloading, in-process storage and regasification. The Terminal_{FSRU}, in the scope covered by this Open Season FSRU, is to be designed to receive at least 6.1 billion Nm³ of gas per annum, and allow for the potential increase of the regasification capacity depending on market developments and growth in demand for natural gas in Poland and the region. The commissioning and start of operation of the Terminal_{FSRU} in the Gulf of Gdansk in the scope covered by this Open Season FSRU are planned for the first half of 2028;
- (2) The Operator's objective is to build the Terminal_{FSRU} while ensuring that it can effectively compete with other plants of this type operating in the region and to ensure the highest possible level of its utilisation. Therefore, one of the conditions of a positive Final Investment Decision reflecting the Operator's willingness to implement the Project is that the level of obtained bookings for Regasification Services_{FSRU} is sufficient to justify the costs to be incurred by GAZ-SYSTEM S.A. in respect of the Project development and, at the same time, to make it possible to set a competitive tariff that provides an incentive for market participants to use the services provided at the Terminal_{FSRU};
- (3) this Regasification Order_{FSRU} constitutes an attachment to the framework Regasification Agreement_{FSRU} No. executed between the Parties ("**Regasification Agreement_{FSRU}**"). The Regasification Agreement_{FSRU} and the Regasification Order_{FSRU} were executed following to the FSRU Open Season procedure carried out by the Operator, in which the Terminal User_{FSRU} submitted a binding Offer for Regasification Services_{FSRU}, and GAZ-SYSTEM S.A. allocated the Regasification Services_{FSRU} in its favour as a result of the allocation procedure;
- (4) The Parties execute into this Regasification Order_{FSRU} in order to confirm the results of the Operator's allocation of Regasification Services_{FSRU} to the Terminal User_{FSRU}. Based on the results of the allocation process carried out within the FSRU Open Season, including the Contracted Capacity allocated to the Terminal User_{FSRU}, the Operator conducted an economic profitability analysis and on this basis made a decision to execute this Regasification Order_{FSRU};
- (5) The Parties are aware that the Operator's objective is to recover the costs of the Project from the tariff fees chargeable from entities using the Regasification Services_{FSRU}, including the Terminal User_{FSRU}.
- (6) The Parties are aware that in the event that the Operator takes a positive Final Investment Decision based on the Offer submitted by the Terminal User_{FSRU}, the Operator will incur costs in order to implement the Project to enable the provision of Regasification Services_{FSRU} to the Terminal User_{FSRU} within the time and in accordance with the specifications set out in this Regasification Order_{FSRU}.
- (7) This Regasification Order_{FSRU} obliges the Terminal User_{FSRU} to pay the tariff fees throughout the entire term in which the Regasification Services_{FSRU} specified in the Regasification Order_{FSRU} are provided, in accordance with the Regasification Services_{FSRU} allocated to the Terminal User_{FSRU} on the basis of Annex No. 2, which will allow GAZ-SYSTEM S.A. to recover the incurred costs of Project development. In the event of early termination of the Regasification Order_{FSRU}, the Operator shall be entitled to claim reimbursement of the incurred costs of Project development;
- (8) Given the current state of progress of the Project, the Parties are aware that certain provisions of the Terminal Code_{FSRU} may require clarification or amendment at a later stage of the Project. It is the Operator's intention that these amendments contribute to optimisation and increase of the efficiency of service provision and utilisation of the Terminal_{FSRU}.

The Parties decided to execute the following Regasification Order_{FSRU}:

1. DEFINITIONS

All capitalized terms used in the Regasification Order_{FSRU} and not otherwise defined in the Regasification Order_{FSRU} shall have the meanings given to them in the Regasification Agreement_{FSRU}, the Terminal Code or the General Implementation Conditions of the FSRU Open Season.

2. REPRESENTATIONS AND WARRANTIES

2.1 Each Party this represents and warrants the other Party that:

2.1.1 it has performed all acts required by law in order to execute this Regasification Order_{FSRU};

2.1.2 is fully authorised to enter into the Regasification Order_{FSRU}, and the persons signing the Regasification Order_{FSRU} on its behalf are duly authorised to enter into binding obligations on its behalf, including with respect to the execution and performance of the Regasification Order_{FSRU};

2.1.3 the conclusion of the Regasification Order_{FSRU} has been duly approved by the relevant authorities of the Party and the Regasification Order_{FSRU} shall be an effective and binding source of obligations of the Party, fully enforceable against it.

2.2 GAZ-SYSTEM S.A. and the Terminal User undertake to perform the obligations set forth in this Regasification Order_{FSRU} with the highest degree of diligence, as appropriate considering the professional nature of their activity.

2.3 The Regasification Order_{FSRU} is an integral part of the Regasification Agreement_{FSRU} and defines the scope of the Contracted Capacity available within the Slots allocated to the Terminal User_{FSRU} in respect of the Regasification Services_{FSRU} provided by the Operator, as well as specific terms for the provision of Regasification Services_{FSRU} by GAZ-SYSTEM S.A. in the Terminal_{FSRU} for the benefit of the Terminal User_{FSRU}.

3. SUBJECT OF THE REGASIFICATION ORDER_{FSRU}

3.1 The subject of this Regasification Order_{FSRU} consists in:

3.1.1 the allocation to the Terminal User_{FSRU} of the right to use the Regasification Services_{FSRU} available within the Slots according to the quantity, term and Contracted Capacity specified in Annex No. 2.

3.1.2 the Operator's obligation to provide the Regasification Services_{FSRU} to the Terminal User_{FSRU} in respect of the Slots, quantities, term and Contracted Capacity as specified in Annex No. 2, on the terms and conditions set out in the Regasification Agreement_{FSRU}, the Regasification Order_{FSRU}, Terminal Code (subject to its amendments and additions indicated in the General Implementation Conditions) and the Tariff,

3.1.3 the obligation of the Terminal User_{FSRU} to pay the fees for the ordered Contracted Capacity as specified in point 3.1.1.

3.2 In the event when the starting date for the provision of the Regasification Services_{FSRU} is postponed due to a delay in the commissioning of the Terminal_{FSRU}, in particular in the cases described in point 4.6, point 4.9 and point 4.10, the term of the provision of the Regasification Services_{FSRU} indicated in point 3.1.1 shall be postponed accordingly. The Terminal User_{FSRU} shall have the right to demand that the term of this Regasification Order_{FSRU} be reduced if, as a result of the delay referred to in the preceding sentence, the term of the provision of the Regasification Services_{FSRU} is postponed by more than two (2) years. In such a case, the

Terminal User_{FSRU} shall have the right to request that the above term be reduced only to the extent that the period of two (2) years is exceeded. The reduction of the term of this Regasification Order_{FSRU} shall be effected through the submission by the Terminal User_{FSRU} of an appropriate declaration to the Operator within one (1) month of receiving the information on the postponement of the starting date for the provision of the Regasification Services_{FSRU}. The obligation to pay for the Contracted Capacity ordered by the Terminal User_{FSRU} becomes effective as of the date on which GAZ-SYSTEM S.A. offers the provision of Regasification Services_{FSRU}.

- 3.3 Due to the technical parameters of the Terminal_{FSRU}, in the scope covered by this Open Season FSRU, in particular the results of final tests of the equipment after the completion of the investment process for the construction of the Terminal_{FSRU} in the scope covered by this Open Season FSRU, the Operator reserves the right to reduce, in its own discretion, the number of Slots or the Contracted Capacity available within the Slots as determined in accordance with point 3.1.1 by up to three (3) Slots or five (5)% of Contracted Capacity, and the Terminal User_{FSRU} shall accept such reduction without reservation. The Operator shall exercise the right referred to above by way of a notice in writing addressed to the Terminal User_{FSRU}, and no amendment shall be required to change the Regasification Order_{FSRU} in this regard. The notice referred to in the first sentence may be presented by the Operator within six (6) months of the date of obtaining the final decision on the permit to operate the Terminal_{FSRU} covering the construction of the Terminal_{FSRU}, in the scope covered by this Open Season FSRU.
- 3.4 For the avoidance of doubt, the reduction of the Contracted Capacity referred to in point 3.3 does not entitle the Terminal User_{FSRU} to terminate the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU}, nor shall it give rise to any claims on the part of the Terminal User_{FSRU} against the Operator.

4. STARTING DATE OF THE PROVISION OF REGASIFICATION SERVICES_{FSRU}

- 4.1 This Regasification Order_{FSRU} has been executed for a definite term, from the day of its execution by both Parties to the last day of provision of the Regasification Services_{FSRU}.
- 4.2 In view of the ongoing preparatory work in respect of the implementation of the Project, including first and foremost the engineering of the Terminal_{FSRU}, as well as the initiation of procedures that will influence the Final Investment Decision, the Operator reserves the right to withdraw from the Regasification Order_{FSRU} in its entirety in case when a negative Final Investment Decision is taken, within twelve (12) months of the execution of this Regasification Order_{FSRU}.
- 4.3 A Positive Final Investment Decision of GAZ-SYSTEM, as referred to in point 4.2, shall be conditional on, among other things:
- 4.3.1 the decision as to the approach to the procurement of the FSRU and execution of an appropriate contract (construction/adaptation/leasing of the FSRU);
 - 4.3.2 confirmation of arrangements with third parties in respect of the development of other components of the Project, i.e. the Unloading Platform and the Breakwater;
 - 4.3.3 absence of any other circumstances that could affect Project feasibility, including specifically the particular those related to the occurrence of Force Majeure, difficulties caused by the state of the epidemic and regulations introduced due to the state of the epidemic.
- 4.4 GAZ-SYSTEM S.A. shall have the right to take a positive Final Investment Decision despite that the conditions set out in point 4.3 have not been fulfilled.
- 4.5 GAZ-SYSTEM S.A. shall provide the Terminal User_{FSRU} with quarterly updates about the progress of the Project, including detailed information on the implementation of its individual stages. In particular, GAZ-SYSTEM S.A. shall immediately notify the Terminal User_{FSRU} of the

fulfilment of the conditions specified in point 4.3 and of the adoption of the Final Investment Decision.

- 4.6 The starting date of the provision of the Regasification Service_{FSRU} determined in accordance with point 3.1, point 4.9 or point 4.10, may be changed by GAZ-SYSTEM S.A. in the event of a delay in the completion of the Investment Undertaking resulting from:
- 4.6.1 difficulties in obtaining any necessary permits and/or rights of way to the land on which the construction works are to be carried out, in particular because of the need to carry out legal proceedings to identify the owners of the land;
 - 4.6.2 circumstances affecting the implementation of the Investment Undertaking, which are not related to the Operator;
 - 4.6.3 delays on the part of contractors engaged in the implementation of the Investment Undertaking and the suppliers, including delays in the delivery of the Terminal_{FSRU} installations, in particular as a result of interference on the waterways used for its shipment;
 - 4.6.4 delays on the part of any public authority responsible for granting permits or administrative decisions necessary for the construction, commissioning or operation of the Investment Undertaking with respect to the deadlines specified in the relevant legislation;
 - 4.6.5 any measures to ensure environmental protection undertaken as a result of an unforeseeable threat to the environment independent of GAZ-SYSTEM S.A., in particular with respect to endangered plant or animal species discovered on the site;
 - 4.6.6 appeals, other legal remedies, extraordinary administrative proceedings, proceedings before administrative courts, criminal charges and other legal remedies brought by parties to administrative proceedings, including environmental protection organisations, resulting in a delay in obtaining the necessary permits or administrative decisions;
 - 4.6.7 unforeseeable physical conditions, i.e. natural physical conditions, man-made obstacles and other physical obstacles and contaminants discovered on the site during the performance of works aimed at implementing the Investment Undertaking, including geological and hydrological conditions, but excluding atmospheric conditions;
 - 4.6.8 geological or archaeological reasons, i.e. any minerals, coins, precious and ancient objects, constructions and other remains or objects of geological or archaeological value discovered on the site which may result in a delay in the construction of the Investment Undertaking;
 - 4.6.9 exceptional temperatures or weather conditions that have not occurred on the site in the last ten (10) years;
 - 4.6.10 extraordinary acts of state institutions or third parties that have a significant impact on the timely fulfilment of the obligations of GAZ-SYSTEM S.A., which are beyond the control of GAZ-SYSTEM S.A. and occurred without the fault or negligence of GAZ-SYSTEM S.A.;
 - 4.6.11 Force Majeure;
 - 4.6.12 any amendments to the law in force, i.e. the law in force in Poland, which affect the implementation of the Investment Undertaking, introduced in the period between the date of execution of the Regasification Order_{FSRU} and the starting date of the provision of the Regasification Services_{FSRU}, which affect the implementation of the Investment Undertaking;

- 4.6.13 collisions with planned or concurrent projects or construction works being carried out by GAZ-SYSTEM S.A., arising for reasons beyond the control of GAZ-SYSTEM S.A.;
- 4.6.14 unforeseeable shortages of construction personnel or materials or other difficulties in the performance of construction works within the Investment Undertaking due to epidemics or government action;
- 4.6.15 impediments caused by the epidemic situation and by regulations introduced due to the epidemic situation.
- 4.7 In the event of the occurrence of the circumstances referred to in point 4.6, affecting the starting date of provision of the Regasification Services_{FSRU}, the Operator shall:
- 4.7.1 immediately, but no later than within thirty (30) days of the date of the occurrence of such circumstance, notify the Terminal User_{FSRU} of the occurrence of such circumstance and its scope, the estimated time for which it is expected to continue and its implications for the Operator's performance of its obligations arising from the Regasification Order_{FSRU} and the Regasification Agreement_{FSRU};
- 4.7.2 take due care to mitigate the impact of the circumstances referred to in point 4.6 on the implementation of the Investment Undertaking, and to remove their consequences as soon as possible;
- 4.7.3 upon the cessation of the circumstances referred to in point 4.6 and the removal of their consequences, notify the Terminal User_{FSRU} of a new starting date for the provision of the Regasification Services_{FSRU}.
- 4.8 The notification referred to in point 4.7.3 shall cause the starting date of the provision of the Regasification Services_{FSRU} set in accordance with the provisions of the Regasification Order_{FSRU} to change to the date indicated in that notification. The modification of the Regasification Order_{FSRU} in this respect may be made without executing an amendment.
- 4.9 In the event of a delay in the construction of the Breakwater, GAZ-SYSTEM S.A. shall have the right, acting in its own discretion, to postpone, as appropriate, the starting date of the provision of Regasification Services_{FSRU} with respect to the date set in accordance with the Regasification Order_{FSRU}. GAZ-SYSTEM S.A., by way of a written notice sent to the Terminal User_{FSRU}, shall postpone the starting date of providing the Regasification Services_{FSRU} in relation to the date set in accordance with the Regasification Order_{FSRU}. The modification of the Regasification Order_{FSRU} in this respect may be made without executing an amendment.
- 4.10 Notwithstanding the provisions of points 4.6 and 4.9, the Operator may notify the Terminal User_{FSRU} of postponing the starting date of the provision of services subject to the Regasification Order_{FSRU} by an additional period which does not exceed twenty-four (24) months. A notice stating a new starting date of the provision of services subject to the Regasification Order_{FSRU} shall be sent to the Terminal User_{FSRU} in writing at least six (6) months before the starting date of the provision of Regasification Services_{FSRU} set in accordance with the provisions of point 3.1, point 4.6 and point 4.9. The modification of the Regasification Order_{FSRU} in this respect may be made without executing an amendment. For the avoidance of doubt, the notice referred to in the first sentence may be given more than once, provided that the total period by which the starting date of the provision of services is postponed must not exceed twenty-four (24) months.
- 4.11 The Terminal User_{FSRU} shall not be entitled to any claims against the Operator due to the change of the starting date of providing the Regasification Services_{FSRU} made in accordance with the provisions of point 4.6, point 4.9 and point 4.10 of the Regasification Order_{FSRU}.

5. TERMINATION OF THE REGASIFICATION ORDER_{FSRU}

- 5.1 This Regasification Order_{FSRU} may only be terminated or expire in accordance with the terms set out in this Section 5 or in the General Implementation Conditions. Specifically, the provisions

of the GTC_{FSRU} pertaining to the Regasification Order_{FSRU} or Regasification Agreement_{FSRU} shall not apply to such termination.

5.2 Due to the extraordinary nature of this Regasification Order_{FSRU}, containing the obligation of GAZ-SYSTEM S.A. to execute the Project in order to provide the Regasification Services_{FSRU} for a definite period of time agreed in accordance with the provisions of point 3.1, and point 3.2, to the extent permitted by the provisions of law, the Parties waive their right to terminate the Regasification Order_{FSRU} or withdraw from it before the lapse of the period during which the Regasification Services_{FSRU} should be provided to the Terminal User_{FSRU}, subject to the provisions of points 4.2 and 5.3 - 5.13. In particular, the Parties waive their right to terminate the Regasification Order_{FSRU} in the event that the Operator unilaterally changes the provisions of the Regasification Agreement_{FSRU}, amends the provisions of the Terminal Code or adjusts the rates or prices set forth in the Tariff or the terms and conditions of its application. In the event that the above provision, insofar as it relates to the waiver of the ability to terminate the Regasification Order_{FSRU} by a Terminal User_{FSRU} as a result of a modification to the Terminal Code introduced unilaterally by the Operator, proves ineffective or invalid, the Parties agree that the Terminal User_{FSRU} shall not be able to terminate the Regasification Order_{FSRU} in case:

5.2.1 when the modification to the Terminal Code is necessitated by a change of generally applicable legal regulations or by a decision of a public administration body;

5.2.2 of minor changes to the Terminal Code or changes that do not materially affect the contractual situation of the Terminal User_{FSRU}.

At the same time, the Parties agree that the provisions of the Regasification Agreement_{FSRU}, Terminal Code and the Tariff shall not apply to termination of the Regasification Order_{FSRU}.

5.3 The Regasification Order_{FSRU} may be terminated at any time by written agreement of the Parties.

5.4 In the event that the starting date of the provision of the Regasification Services_{FSRU} is postponed by more than four (4) years with respect to the date indicated in point 3.1, the Terminal User_{FSRU} shall have the right to terminate this Regasification Order_{FSRU}. In the event that the Terminal User_{FSRU} exercises its right to terminate, the Operator shall reimburse the Terminal User_{FSRU} for the costs incurred in maintaining the bank guarantee presented as part of participation in Phase 2 of the Procedure, however no more than PLN 500,000 excl. VAT per year, as prorated according to the time for which the guarantee was maintained in a given year, and no more than PLN 3,500,000 excl. VAT in total.

5.5 The Operator shall have the right to terminate the Regasification Order_{FSRU} in the event that the Terminal User_{FSRU} fails to obtain a valid, legally required concession for the supply, distribution or transmission of gaseous fuels within thirty (30) days from the actual starting date of the provision of the Regasification Services_{FSRU}.

5.6 Regardless of the ability to terminate the Regasification Order_{FSRU} for the reasons indicated in point 5.7, due to the fact that the Project is implemented at the request of a Terminal User_{FSRU}, and the Regasification Order_{FSRU} constitutes the basis for the implementation and securing of recovery of the Project development costs, GAZ-SYSTEM S.A. and the Terminal User_{FSRU} may terminate the Regasification Order_{FSRU} after the commissioning of the Project and the commencement of the provision of Regasification Services_{FSRU} only for the reasons specified below, subject to a two (2) month notice period:

5.6.1 the Terminal User_{FSRU} shall have the right to terminate the Regasification Order_{FSRU} due to a breach by GAZ-SYSTEM S.A. of material provisions of the Regasification Agreement_{FSRU}, Terminal Code, Tariff, General Implementation Conditions or this Regasification Order_{FSRU} and failure to remove such breach within an appropriate deadline required for its removal;

5.6.2 The Operator shall have the right to terminate the Regasification Order_{FSRU} when:

- 5.6.2.1 the Terminal User_{FSRU} defaults on the payment for the provided Regasification Services_{FSRU} for at least a three (3) months after the date on which such payment became due, despite a prior written notice of the intention to terminate the Regasification Order_{FSRU} and setting of an additional deadline of at least two (14) days for the payment of the outstanding and current obligations, and the Terminal User_{FSRU} has failed to pay all current and outstanding obligations within the next thirty (30) days after the lapse of the set deadline,
 - 5.6.2.2 a performance bond in respect of the Regasification Order_{FSRU} is not established or a proof thereof is not presented to the Operator in accordance with the provisions of section 9,
 - 5.6.2.3 the Terminal User_{FSRU} fails to conform to any restrictions introduced in accordance with the applicable legal regulations or provisions of the Terminal Code,
 - 5.6.2.4 the Terminal User_{FSRU} fails to fulfil any requirements stipulated by legal regulations governing the operation of the Terminal_{FSRU},
 - 5.6.2.5 the Terminal User_{FSRU} is in breach with any material provisions of the Terminal Code, Tariff, Regasification Order_{FSRU} or Regasification Agreement_{FSRU} and fails to remove such breach within an appropriate deadline set by the Operator.
- 5.6.3 If, as a result of a Force Majeure event affecting a Party's ability to perform its obligations under the Agreement, a Party delivers or regasifies less than fifty-two and one-half percent (52.5%) of the LNG volumes scheduled to be delivered or regasified, respectively, during a given period of twenty-four (24) consecutive months, the Party that does not invoke Force Majeure, to be released from its obligations may elect, at its sole discretion, to terminate the Agreement.
- 5.7 Once the provision of the Regasification Services_{FSRU} has started, the Terminal User_{FSRU} shall have the right to terminate the Regasification Order_{FSRU}, subject to a prior notice, in the event of the Operator's non-performance or improper performance of its obligations under the Regasification Order_{FSRU}, as a result of which, during the successive twelve (12) months immediately preceding the submission of the termination notice in respect of the Regasification Order_{FSRU} by the Terminal User_{FSRU}, the Operator receives less than fifty-two and a half percent (52.5%) of the LNG quantities specified in the applicable Framework Schedule of Arrivals, to be delivered to the Terminal_{FSRU} under this Regasification Order_{FSRU}, unless the non-performance or improper performance is a consequence of circumstances for which the Operator is not responsible.
- 5.8 The termination of the Regasification Order_{FSRU} referred to in point 5.7 shall be made by way of a written notice by the Terminal User_{FSRU} on the termination of the Regasification Order_{FSRU}, served upon the Operator, taking effect on the thirtieth (30th) day after the service date, unless by that date, at the latest, the Operator starts receiving LNG in quantities consistent with the current Framework Schedule of Arrivals.
- 5.9 Within fourteen (14) days of the termination notice in respect of the Regasification Order_{FSRU} being served upon the Operator by the Terminal User_{FSRU}, as referred to in point 5.8, the Operator may present a declaration of its intention to pay the amount of ten million U.S. dollars (US\$ 10,000,000.00) to the Terminal User_{FSRU}. When such a declaration is made and the above amount is paid, the termination notice of the Terminal User_{FSRU} referred to in 5.8, becomes null and void, and the period of three (3) months referred to in 5.7 starts running anew from the date of serving the Operator's declaration upon the Terminal User_{FSRU} and payment of the aforementioned amount. The payment of the amount of ten million U.S. dollars (US\$10,000,000.00) referred to herein shall not be tantamount to the admission of the claims of the Terminal User_{FSRU} for any amount. Depending on the outcome of the dispute, the above amount shall be credited against the compensation due to the Terminal User_{FSRU}, or refunded.

The option provided for herein may be exercised by the Operator twice during the term of the Regasification Order_{FSRU}.

5.10 In case when any of the following is provided:

5.10.1 a bank guarantee, or

5.10.2 adequate physical collateral, or

5.10.3 other adequate collateral

for an amount equivalent to the compensation due to the Terminal User_{FSRU} covering the value of the obligations the Operator failed to perform under the Regasification Order_{FSRU} in accordance with the provisions of point 5.7, subject to the liability limits specified in the Regasification Agreement_{FSRU}, the Terminal User_{FSRU} shall not have the right to terminate the Regasification Order_{FSRU}.

5.11 After receiving the final quote for the procurement of the FSRU (a quote for a contract for the construction/adaptation/lease of a FSRU), the Operator shall provide the Terminal User_{FSRU} with an updated estimate of the regulatory asset value used for the calculation of the return on capital to be included in the tariff for services provided using the Terminal_{FSRU}, in accordance with the guidelines of the President of the Energy Regulatory Office applicable to the tariff for regasification services at the time of starting the Procedure (hereinafter: "**RAV FSRU**") (this information is expected to be provided in the first quarter of 2024). In case when the RAV FSRU updated in accordance with the preceding sentence exceeds by more than 25% (in words: twenty five percent) the value of the RAV FSRU published by the Operator at the time of starting the Procedure, in accordance with point 16.2.1 of the General Implementation Conditions, the Terminal User_{FSRU} shall have the right to withdraw from the Regasification Order_{FSRU}. The right to withdraw from the Regasification Order_{FSRU} may be exercised by the Terminal User_{FSRU} within one (1) month from receiving information from the Operator about the updated RAV FSRU, subject to paying a withdrawal fee amounting to 50% (in words: fifty per cent), excl. VAT, of the sum of:

5.11.1 documented and total costs of Project implementation, incurred up to that moment by GAZ-SYSTEM S.A, and

5.11.2 total costs to be borne by GAZ-SYSTEM S.A. that may arise in connection with the amendment or termination of or withdrawal from contracts concluded until that date with contractors engaged by GAZ-SYSTEM S.A. for the purposes of the Project, including the design, or with other Terminal Users_{FSRU}, as a result of the termination or expiry of the Regasification Order_{FSRU}.

In the event that GAZ-SYSTEM, despite the exercising by the Terminal User_{FSRU} of its right to withdraw, decides to continue the Project, the amount of the withdrawal fee will be equivalent to 50% (in words: fifty percent) of the costs indicated in point above, excl. VAT.

In the event that more than one Terminal User_{FSRU} withdraws from the Regasification Order_{FSRU} on the basis of the right described above, they shall be obliged to cover the above Project execution costs incurred by GAZ-SYSTEM S.A. until that moment on a pro rata basis (according to the level of the Regasification Services_{FSRU} allocated to each of them, as indicated the Information on the allocation of the Regasification Services_{FSRU}).

The payment of the above costs shall not result in the acquisition of any rights to the Project by the Terminal User_{FSRU}.

[provision specific to a Regasification Order_{FSRU} concluded with an entity that participated in both Phases of the Procedure]

5.12 Notwithstanding the provisions of point 4.2, the Operator reserves the right to discontinue the Procedure and to withdraw from the Regasification Order_{FSRU} in its entirety, until 31 December

2026. The Operator shall exercise the right of withdrawal by way of a written notice addressed to the Terminal User_{FSRU}. The exercise of the right of withdrawal described herein shall not give rise to any claims by the Terminal User_{FSRU} against the Operator, other than those expressly provided for in the Regasification Order_{FSRU} or the General Implementation Conditions, i.e. a claim for reimbursement of the costs incurred by the Terminal_{FSRU} User in connection with the bank guarantee submitted as part of participation in the Procedure under the terms and conditions set forth in point 20.8, third sentence, of the General Implementation Conditions.

- 5.13 In the event when the declaration of the Terminal User_{FSRU} referred to in point 8.1.6.7 or point 8.1.6.8 of the General Implementation Condition, or points 2.7.1 - 2.7.2 of the Regasification Agreement_{FSRU} proves to be untrue, GAZ-SYSTEM S.A. may, within thirty (30) days from the day on which GAZ-SYSTEM S.A. becomes aware of this, withdraw from the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU}. In such a case, GAZ-SYSTEM S.A. may demand that the Terminal User_{FSRU} repairs the damage resulting from the withdrawal, including the payment of the amount specified in point 6.2. The right to withdraw from the Regasification Agreement_{FSRU} or the Regasification Order_{FSRU} may be exercised by GAZ-SYSTEM S.A. until 31 December 2038.

6. LIABILITY OF THE TERMINAL USER_{FSRU} FOR EARLY TERMINATION OF THE REGASIFICATION ORDER_{FSRU}

- 6.1 In the event of termination or expiry of a Regasification Order_{FSRU} that takes place as a result of:

- 6.1.1 termination of the Regasification Order_{FSRU} by the Terminal User_{FSRU} for reasons other than those enumerated in point 5.4, point 5.6.1, point 5.6.3 or point 5.7, specifically: (i) in connection with the introduction of new conditions for the application of the Tariff, provided that the applicable legal regulations provide for the possibility of terminating the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU} in such case, or (ii) in cases specified in the Terminal Code or in connection with the introduction of amendments to the Terminal Code, provided that the applicable legal regulations provide for the possibility of terminating the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU} in such case, or (iii) pursuant to the Energy Law or other laws and regulations in force, or (iv) in the event when the Operator introduces, in its sole discretion, changes to the provisions of the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU}, or
- 6.1.2 termination of the Regasification Order_{FSRU} by GAZ-SYSTEM S.A. for the reasons described in point 5.5 or point 5.6.2,
- 6.1.3 withdrawal from the Regasification Order_{FSRU} by GAZ-SYSTEM S.A. for reasons attributable to the Terminal User_{FSRU},

The Terminal User_{FSRU} shall be obliged to cover an appropriate part of the Project implementation costs incurred by GAZ-SYSTEM S.A. in the amount calculated according to point 6.2. When the damage suffered by GAZ-SYSTEM S.A. exceeds the amount of the cost reimbursement due, calculated in accordance with point 6.2, GAZ-SYSTEM S.A. shall have the right to claim damages in excess of the amount of the cost reimbursement due. The payment of the above costs shall not result in the acquisition of any rights to the Project by the Terminal User_{FSRU}.

- 6.2 The calculation of the amount due to GAZ-SYSTEM S.A. in accordance with point 6.1 above shall be made on the following basis:

- 6.2.1 In the case of a Terminal User_{FSRU} that has participated in both Phases of the Procedure: i.e. concluded the OtP Agreement in Phase 1 of the Procedure and the Regasification Agreement_{FSRU} and the Regasification Order_{FSRU} in Phase 2 of the Procedure:

- 6.2.1.1 documented and total costs of Project implementation incurred hitherto by GAZ-SYSTEM S.A., i.e. costs incurred in connection with the Project implementation at the design stage and at the construction stage;
 - 6.2.1.2 total costs to be borne by GAZ-SYSTEM S.A. that may arise in connection with the amendment or termination of or withdrawal from contracts concluded until that date with contractors engaged by GAZ-SYSTEM S.A. for the purposes of the Project, including the design, as a result of the termination or expiry of the Regasification Order_{FSRU}.
- 6.2.2 In the case of a Terminal User_{FSRU} that did not participate in Phase 1 of the Procedure:
- 6.2.2.1 documented and total costs of Project implementation incurred up to that moment by GAZ-SYSTEM S.A., i.e. costs incurred in connection with the Project implementation from the moment of concluding the Regasification Order_{FSRU};
 - 6.2.2.2 total costs to be borne by GAZ-SYSTEM S.A. that may arise in connection with the amendment or termination of or withdrawal from contracts concluded until that date in connection with the construction of the Project with contractors engaged by GAZ-SYSTEM S.A. for the purposes of the Project, as a result of the termination or expiry of the Regasification Order_{FSRU}.
- 6.3 The amount due to GAZ-SYSTEM S.A. referred to in point 6.2 above shall be equivalent to:
- 6.3.1 in the case of a Terminal User_{FSRU} that did not participate in Phase 1 of the Procedure: the product of the costs incurred until that moment by GAZ-SYSTEM S.A., i.e. from the moment of concluding the Regasification Order_{FSRU} with that Terminal User_{FSRU}, and the ratio (expressed as a percentage) of the volume of the Regasification Services_{FSRU} allocated by the Operator to that Terminal User_{FSRU} in the course of the FSRU Open Season to the total level of the Regasification Services_{FSRU} allocated by the Operator in the course of the FSRU Open Season;
 - 6.3.2 in case of a Terminal User_{FSRU} that participated in both Phases of the Procedure i.e. concluded the OtP Agreement in Phase 1 of the Procedure and the Regasification Agreement_{FSRU} and the Regasification Order_{FSRU} in Phase 2 of the Procedure: the sum of the products of:
 - 6.3.2.1 the costs incurred from the moment of executing the Regasification Agreement_{FSRU} with that Terminal User_{FSRU} by GAZ-SYSTEM S.A. and the ratio (expressed as a percentage) of the volume of the Regasification Services_{FSRU} allocated by the Operator to that Terminal User_{FSRU} in the course of the FSRU Open Season to the total level of the Regasification Services_{FSRU} allocated by the Operator in the course of the FSRU Open Season;
 - 6.3.2.1 the costs incurred in the implementation of the Project, including the design costs, up to the moment of concluding the Regasification Agreement_{FSRU} with that Terminal User_{FSRU} and the ratio (expressed as a percentage) of the volume of the Regasification Services_{FSRU} ordered by the Terminal User_{FSRU} in Phase 1 of the Procedure to the total volume of the Regasification Services_{FSRU} ordered by the Terminal Users_{FSRU} in Phase 1 of the Procedure.
- 6.4 Towards the reimbursement of costs referred to in point 6.1, GAZ-SYSTEM S.A. shall have the right to draw from the amount of the financial security presented by the Terminal User_{FSRU}.

7. LIABILITY OF THE OPERATOR FOR DELAY IN STARTING THE PROVISION OF THE REGASIFICATION SERVICES_{FSRU}

- 7.1 Subject to the provisions of points 4.11 and 7.2 - 7.8, the Operator shall be liable towards the Terminal User_{FSRU} for culpable non-performance or improper performance of its obligations set forth in this Regasification Order_{FSRU} in the period until the commencement of the provision of the Regasification Services_{FSRU}.
- 7.2 The Terminal User_{FSRU} may demand compensation for any loss resulting from the delay in starting the provision of Regasification Services_{FSRU} in accordance with generally applicable regulations, provided that the total value of GAZ-SYSTEM S.A.'s liability for damages towards the Terminal User_{FSRU} in this respect, regardless of the basis therefor, including the liability under point **Błąd! Nie można odnaleźć źródła odwołania.****Błąd! Nie można odnaleźć źródła odwołania.**, shall not exceed ten million (10,000,000.00) PLN.
- 7.3 GAZ-SYSTEM S.A. shall not be liable towards the Terminal User_{FSRU} for any lost benefits or for any special, indirect or consequential damages of the Terminal User_{FSRU} resulting from a delay in starting the provision of the Regasification Services_{FSRU}.
- 7.4 The Operator shall only be liable for those losses resulting from a delay in starting the provision of Regasification Services_{FSRU} of which it is notified by the Terminal User_{FSRU} in writing within thirty (30) days of becoming aware of the occurrence or risk of occurrence of the loss.
- 7.5 In the event of a delay in the commencement by GAZ-SYSTEM S.A. of the provision of the Regasification Services_{FSRU}, the Terminal User_{FSRU} shall be obliged to exercise due care to minimise the loss incurred, in particular by taking all possible measures to postpone the LNG off-take or the resale of the LNG. The Terminal User_{FSRU} shall have the obligation to keep GAZ-SYSTEM S.A. informed on of any actions taken to minimize the loss, and to allow GAZ-SYSTEM S.A. to participate in such actions, without the right to make decisions.
- 7.6 Within the limit specified in point 7.2 and subject to the provisions of point 7.4, the liability of GAZ-SYSTEM S.A. for a delay in starting the provision of Regasification Services_{FSRU} shall be limited to the amount of the lowest loss objectively possible to be incurred by the Terminal User_{FSRU} in the event of GAZ-SYSTEM S.A.'s delay.
- 7.7 The liability of GAZ-SYSTEM S.A. for delay in starting the provision of Regasification Services_{FSRU} in respect of the losses suffered by the Terminal User_{FSRU} resulting from claims advanced by third parties shall be excluded in the event that the Terminal User_{FSRU} admits such claims, makes a settlement in respect thereof or settles such claims without obtaining a prior written consent from GAZ-SYSTEM S.A. (And the Operator shall not refuse such consent without a justified reason). The Operator (subject to the admission of such liability or reaching an agreement as to liability sharing) shall have the right, at its expense and in its sole discretion, upon prior written notice to the Terminal User_{FSRU} to take any action it deems reasonable to avoid, initiate or conduct litigation, defend against or settle such claim or liability (including counter-claims or other actions against third parties) for or on behalf of the Terminal User_{FSRU}, and shall oversee any related proceedings or negotiations, and the Terminal User_{FSRU} shall grant the Operator all necessary powers in respect of the foregoing. The Terminal User_{FSRU} shall be obliged to keep GAZ-SYSTEM S.A. informed of all issues related to the third party claim and shall immediately provide the Operator with a copy of all correspondence concerning the claim.
- 7.8 The principles concerning the Parties' mutual liability for any damage that occurs in the period starting from the first Gas Day of provision of the Regasification Services_{FSRU} have been set forth in the Regasification Agreement_{FSRU} and in this respect shall prevail over the provisions of this Regasification Order_{FSRU}.

8. FORCE MAJEURE

- 8.1 The Parties shall not be liable for failure to perform, or for improper performance of their obligations set forth in the Regasification Order_{FSRU} due to Force Majeure.
- 8.2 The party invoking Force Majeure shall:
- 8.2.1 without undue delay, but no later than within seven (7) Business Days from the date of occurrence of the Force Majeure circumstances, notify the other Party of the occurrence of such Force Majeure circumstances and the extent thereof, the estimated period for which it is expected to continue and the impact on the performance by the Party invoking the Force Majeure of its obligations under the Agreement;
 - 8.2.2 during the period of Force Majeure, inform the other Party from time to time, and in any case not less frequently than at the end of each calendar month, about actions taken to remove the effects of the Force Majeure and the expected date of commencement of proper performance under the Agreement;
 - 8.2.3 use all reasonable endeavours to limit the scope of the Force Majeure and to remove its effects as soon as possible;
 - 8.2.4 immediately after the cessation of the Force Majeure and the removal of its consequences, notify the other Party thereof and, without further request, to resume the proper performance of its obligations under the Agreement.
- 8.3 If the Force Majeure persists for more than twelve (12) months, the Parties shall promptly begin the renegotiation of the Regasification Order_{FSRU} to agree the conditions for its continuation.
- 8.4 In the event that the occurrence of Force Majeure prevents further provision of the Regasification Services_{FSRU}, the Operator shall suspend the provision of Regasification Services_{FSRU} and other services provided at the Terminal_{FSRU} to the Terminal User_{FSRU} concerned until the effect of the Force Majeure has passed or until the conditions for the continuation of the Agreement have been agreed. The term of the Regasification Order_{FSRU} shall be extended by the duration of the suspension referred to in the previous sentence.

9. REGASIFICATION ORDER_{FSRU} PERFORMANCE BOND

- 9.1 The Parties confirm that in order to secure GAZ-SYSTEM S.A.'s claims resulting from the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU}, the Terminal User_{FSRU} has provided a financial security confirming its financial capacity to duly perform its financial obligations resulting from the Regasification Order_{FSRU} or the Regasification Agreement_{FSRU}, in the form and amount determined in accordance with Section 13 of the General Implementation Conditions. References to the Regasification Order_{FSRU} performance bond made in this point 9 shall mean a performance bond securing the performance of both the Regasification Order_{FSRU} and the Regasification Agreement_{FSRU}, including any additional security established pursuant to point 15.2.6 of the General Implementation Conditions.
- 9.2 The Terminal User_{FSRU} shall maintain the Regasification Order_{FSRU} performance bond in the form and amount specified in accordance with points 9.3 - 9.4.3, for the entire term of the Regasification Order_{FSRU}, and until six (6) months have elapsed from the expiry date of the Regasification Order_{FSRU}, subject to the provisions of points 9.2 and 9.4.3. In the event that the Terminal User_{FSRU} presents the Regasification Order_{FSRU} performance bond for a period shorter than that specified in the preceding sentence, it shall be obliged, at least thirty (30) days prior to the expiry of the validity period, to present a new security instrument conforming to the requirements specified in points 9.3 - 9.4 and valid for a period no shorter than one (1) year. In the event of a breach of the obligation to present a new Regasification Order_{FSRU} performance bond, GAZ-SYSTEM S.A. shall have the right to draw down the on existing security and retain the amount thus obtained as security in place of the security which has not been presented, in

the form of a non-interest-bearing deposit, even if the Operator has not suffered any damage as a result of the Terminal User_{FSRU} breach of the aforementioned obligation.

- 9.3 Subject to the case set out in point 13.4 of the General Implementation Conditions and during the period reserved therein, the Regasification Order_{FSRU} Performance Bond should be maintained in the form of an irrevocable, transferable, unconditional bank guarantee payable on first demand, in the form of Attachment No. 3 to the Regasification Order_{FSRU}, or in another substantially consistent form, provided that GAZ-SYSTEM S.A. has approved in advance the wording of such an alternative bank guarantee. The bank guarantee shall be issued by a bank with a current rating of not less than “BBB”, “Baa2”, “BBB”, respectively, depending on the Agency: Standard & Poor’s (*LT Issuer Rating*), Moody’s (*LT Rating*) or Fitch (*LT Rating IDR*). In case when the relevant bank has acquired ratings from more than one rating agency, the lower rating shall apply. The bank guarantee shall be drawn up and interpreted according to the Polish law. If the bank guarantee had not been issued in Polish, it should be presented to GAZ-SYSTEM S.A. along with a sworn translation into Polish. The bank guarantee should be denominated in PLN.
- 9.4 The value of the Regasification Order_{FSRU} performance bond shall be determined in accordance with the provisions of point. 13.2 of the General Implementation Conditions, with the reservation that it may be changed in the following situations:
- 9.4.1 three (3) months after GAZ-SYSTEM S.A. has made a positive Final Investment Decision, the Operator shall calculate the current value of the Regasification Order_{FSRU} performance bond which the Terminal User_{FSRU} should maintain, taking into account the then-current planned tariff rate for the Regasification Services_{FSRU} provided at the Terminal_{FSRU} and the Contracted Capacity allocated to the Terminal User_{FSRU} as a result of the FSRU Open Season. If the amount thus determined is higher than the current value of the Regasification Order_{FSRU} performance bond, the Terminal User_{FSRU} shall be obliged to establish an additional performance bond in respect of the Regasification Order_{FSRU} and, within thirty (30) days of receiving the relevant information from the Operator, present evidence thereof to GAZ-SYSTEM S.A. In the event that the amount thus determined is lower than the value of the security established by that Terminal User_{FSRU}, the Operator shall provide the Terminal User_{FSRU} with its consent to the corresponding reduction of the value of the performance bond in respect of the Regasification Order_{FSRU}. The Terminal User_{FSRU} shall have the right to establish the performance bond in respect of the Regasification Order_{FSRU} for a value reduced as appropriate and within fourteen (14) Business Days from the acceptance of such performance bond by GAZ-SYSTEM S.A., the previously established performance bond shall be returned to the Terminal User_{FSRU};
- 9.4.2 since the commencement of provision of Regasification Services_{FSRU} by GAZ-SYSTEM S.A. for the benefit of the Terminal User_{FSRU}, the value of the Regasification Order_{FSRU} performance bond which the Terminal User_{FSRU} is obliged to maintain, shall be calculated on the basis of the level of fees for the provision of the Regasification Services_{FSRU}, set in accordance with the prevailing Tariff, i.e.:
- 9.4.2.1 after the first Tariff becomes effective, the Operator shall recalculate the value of the Regasification Order_{FSRU} performance bond the Terminal User_{FSRU} is obliged to maintain, based on the level of fees or the provision of the Regasification Services_{FSRU} set out in that Tariff. The provisions of point 9.4.1 shall apply accordingly;
- 9.4.2.2 in the event of an increase of the fees for the provision of the Regasification Services_{FSRU} specified in the Tariff, the Terminal User_{FSRU} shall be obligated to establish an additional performance bond in respect of the Regasification Order_{FSRU} satisfying the conditions specified in points 9.2 - 9.4 and to present evidence of its establishment to the Operator within thirty (30) days of the entry into force of the Tariff introducing such higher fees for the provision of the Regasification Services_{FSRU};

- 9.4.3 upon the lapse of each full year of providing the Regasification Services_{F_{SRU}} under a Regasification Order_{F_{SRU}}, the Terminal User_{F_{SRU}} shall have the right, provided that it duly performs its obligations arising out of the Regasification Agreement_{F_{SRU}} and the Regasification Order_{F_{SRU}}, to establish a performance bond in respect of the Regasification Order_{F_{SRU}} for a lower value, calculated as the product of 1/15 of the current value of the performance bond in respect of the Regasification Order_{F_{SRU}} as at the date of exercising the entitlement and the number of years remaining until the expiry of the Regasification Order_{F_{SRU}}. Within fourteen (14) Business Days of the acceptance of such performance bond by GAZ-SYSTEM S.A. the previously established security shall be returned to the Terminal User_{F_{SRU}}.
- 9.5 After the Regasification Services_{F_{SRU}} start to be provided, the Operator may reduce the value of the performance bond in respect of the Regasification Order_{F_{SRU}} to the required level, determined in accordance with the provisions of point 9.4, at the request of a Terminal User_{F_{SRU}} within fourteen (14) Business Days of delivery of the request of the Terminal User_{F_{SRU}} for the reduction of the value of the Regasification Order_{F_{SRU}} performance bond presented to GAZ-SYSTEM S.A. in writing, provided that the Terminal User_{F_{SRU}} liabilities towards the Operator are not past due and taking into account the amount of the current liabilities of the Terminal User_{F_{SRU}} towards the Operator. The reduction shall take place by communicating the consent to the reduction of the value of the performance bond in respect of the Regasification Order_{F_{SRU}} to the Terminal User_{F_{SRU}}. In such situation, the Terminal User_{F_{SRU}} shall have the right to establish the performance bond in respect of the Regasification Order_{F_{SRU}} for a value reduced as appropriate and within fourteen (14) Business Days from the acceptance of such performance bond by GAZ-SYSTEM S.A., the previously established performance bond shall be returned to the Terminal User_{F_{SRU}}.
- 9.6 The Operator shall be entitled to draw down on the performance bond in respect of the Regasification Order_{F_{SRU}} referred to in point 9.2, in order to cover its claims resulting from the non-performance or improper performance by the Terminal User_{F_{SRU}} of its obligations set forth in the Regasification Agreement_{F_{SRU}} or the Regasification Order_{F_{SRU}}, in particular in the event of terminating the Regasification Order_{F_{SRU}} before the lapse of the term for which it has been concluded, by the Terminal User_{F_{SRU}}, or by the Operator for reasons attributable to the Terminal User_{F_{SRU}}, subject to the provisions of the Regasification Order_{F_{SRU}}.
- 9.7 Each time, if the Operator draws down on the performance bond in respect of the Regasification Order_{F_{SRU}}, as referred to in point 9.2, the Terminal User_{F_{SRU}} shall be obligated to replenish the security amount within seven (7) Business Days from the date of its use by the Operator.
- 9.8 If, at any time, the issuer of the bank guarantee loses the rating referred to in 9.3, the Terminal User_{F_{SRU}} shall cause the bank guarantee to be replaced with another bank guarantee conforming to the criteria set out in points 9.2 - 9.4 within thirty (30) days of the loss of the minimum rating by the existing guarantee issuer.
- 9.9 The establishment of the Regasification Order_{F_{SRU}} performance bond in accordance with point 9.2 shall release the Terminal User_{F_{SRU}} from the obligation to present the financial security defined in the Regasification Agreement_{F_{SRU}} with respect to financial liabilities resulting from this Regasification Order_{F_{SRU}} during the validity period of the provided performance bond.
- 9.10 The Regasification Order_{F_{SRU}} performance bond shall be returned to the Terminal User_{F_{SRU}} within fourteen (14) Business Days of:
- 9.10.1 the withdrawal by GAZ-SYSTEM S.A. from the Regasification Order_{F_{SRU}} in accordance with the provisions of point 4.2 or point 5.13;
- 9.10.2 effective takeover by a third party of the rights and obligations of the Terminal User_{F_{SRU}} resulting from the Regasification Order_{F_{SRU}}, in accordance with the provisions of point 11.4, with the proviso that in the event of a third party taking over a part of the rights and obligations of the Terminal User_{F_{SRU}} resulting from the Regasification Order_{F_{SRU}}, the financial security shall be returned to the Terminal User_{F_{SRU}} after presenting evidence to the Operator confirming that a new financial security has been established,

proportional to the scope of the Regasification Services_{FSRU} with respect to which the third party has not taken over the rights and obligations of the Terminal User_{FSRU};

9.10.3 the lapse of the last day on which the Terminal User_{FSRU} was obliged to maintain the performance bond in accordance with the provisions of point 9.2, provided that the Terminal User_{FSRU} fulfils all financial obligations resulting from the Regasification Order_{FSRU}.

10. TERMS OF SETTLEMENTS IN RESPECT OF THE PROVIDED REGASIFICATION SERVICES_{FSRU}

10.1 The Parties declare that they acknowledge that the fees presented by GAZ-SYSTEM S.A. under the Procedure are indicative and serve only to estimate the expected but non-binding fees for access to the capacity of the Terminal_{FSRU}. The level of prices and fees set out in the Tariff and binding for the Parties shall depend on a number of factors including: costs of Project implementation, amount of subsidies received, utilisation rate of the Terminal_{FSRU}.

11. ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT

11.1 The Parties acknowledge that the Operator shall have the right to transfer all or part of the rights and obligations arising from the Regasification Order_{FSRU} to a third party which is a natural gas liquefaction system operator. The Operator shall also have the right to assign its receivables arising from the Regasification Order_{FSRU} to financial institutions.

11.2 The Operator shall have the right to establish a registered pledge on its receivables arising from the Regasification Order_{FSRU}, in particular in favour of financial institutions.

11.3 The Parties represent that the Terminal User_{FSRU} shall have the right to transfer all or part of the rights and obligations resulting from the Regasification Order_{FSRU} to a third party only upon the Operator's consent expressed in writing, otherwise being null and void.

11.4 The Terminal User_{FSRU} shall have the right to indicate to the Operator a third party which will assume the rights and obligations of the Terminal User_{FSRU} resulting from the Regasification Order_{FSRU}, provided that at the same time such third party fulfils all of the conditions resulting therefrom and executes a Regasification Agreement_{FSRU}. In such a situation, the principles concerning the liability of the Terminal User_{FSRU} are as follows:

11.4.1 if a third party assumes in full the rights and obligations of the Terminal User_{FSRU} resulting from the Regasification Order_{FSRU}, in particular with respect to the scope of the Regasification Services_{FSRU} and the period of their provision, the Terminal User_{FSRU} shall be fully released from liability for failure to perform its obligations;

11.4.2 if a third party assumes the rights and obligations of the Terminal User_{FSRU} resulting from the Regasification Order_{FSRU} in part, i.e. only in respect of a part of the ordered volume of the Regasification Services_{FSRU} or the period of their provision, the Terminal User_{FSRU} shall be released from liability for failure to perform its obligations with respect to that part. The liability of the Terminal User_{FSRU} for non-performance of its obligations with respect to the remaining part shall remain unchanged.

12. FINAL PROVISIONS

12.1 The General Implementation Conditions (except for Appendices No. 1 to 10) form an integral part of this Regasification Order_{FSRU}.

12.2 The Regasification Order_{FSRU} shall be subject to the provisions of the current: Tariff and Terminal Code.

- 12.3 In the event of a conflict between the provisions of this Regasification Order_{FSRU} and the provisions of the Tariff, Terminal Code, Regasification Agreement_{FSRU} or any attachments thereto, the provisions of the Regasification Order_{FSRU} shall be binding on the Parties unless the provisions of law provide otherwise.
- 12.4 The Parties agree that in connection with Project implementation, the Operator shall set out, in the form of supplementary documents, the technical and operational rules of functioning of the Terminal_{FSRU} after it is put into operation. In drafting the supplementary documents, the Operator shall take into account the need to comply with the principles of safe operation of the Terminal_{FSRU}, its efficient utilisation, equal treatment of Terminal Users_{FSRU} as well as the requirements resulting from the P&ID of the Terminal_{FSRU} after it has been put into operation. The supporting documents shall provide more detailed information and supplement the rules set out in the Regasification Agreement_{FSRU} and the Regasification Order_{FSRU} as well as the Terminal Code. In the event of a conflict between the provisions of the supporting documents and the Regasification Order_{FSRU} or the Terminal Code, the provisions of the Regasification Order_{FSRU} and the Terminal Code shall prevail. The supplementary documents referred to above shall specifically include the relevant instructions concerning LNG Carriers as regards the procedure of their authorisation, maritime operating procedures, mooring, safety.
- 12.5 The Terminal User_{FSRU} undertakes to comply with the rules resulting from the supporting documents. The introduction of the supplementary documents or their modification shall take place through their publication on the Operator's website and shall not constitute an amendment to the Terminal Code.
- 12.6 The code applicable to the operation and maintenance of the Terminal_{FSRU} liquefied natural gas facility corresponding to the maximum possible extent to the Terminal Code shall be presented by GAZ-SYSTEM S.A. to the President of the ERO for approval, in accordance with an appropriate procedure resulting from the provisions of the applicable legal regulations. The Terminal_{FSRU} Code shall be binding on the Parties to the extent that it does not conflict with the code applicable to the operation and maintenance of the Terminal_{FSRU} liquefied natural gas facility, as approved by President of the ERO, including to the extent not regulated in the latter document.
- 12.7 In the event whereby in the course of the proceedings referred to in point. 12.6, the President of ERO decides that the provisions of the Terminal_{FSRU} Code submitted to the President of ERO for approval exceed the requirements specified for such documents in the Energy Law, including Article 9(g) sec. 3(b) of the Energy Law, GAZ-SYSTEM S.A. is entitled to adjust accordingly the Regasification Agreement_{FSRU}, including the GTC_{FSRU}, by forwarding these provisions to the Terminal User_{FSRU} in their hitherto wording supplemented by these provisions transferred in the unaltered meaning with editing adjustments to the extent that they do not contradict the provisions of Terminal_{FSRU} Code approved by the President of the ERO. Supplementing the Regasification Agreement_{FSRU}, including the GTC_{FSRU}, with such provisions shall not constitute an amendment thereto.
- 12.8 This Regasification Order_{FSRU} has been drawn up in Polish, in two (2) counterparts, one (1) for each Party.s
- 12.9 The Parties agree that the provisions of point 6 shall remain in force despite the termination of the Regasification Order_{FSRU} or withdrawal therefrom with *ex tunc* effect.
- 12.10 The following Annexes constitute an integral part of the Regasification Order_{FSRU}:
- Annex 1** General Implementation Conditions (excluding Appendices 1 to 10).
- Annex 2** Information on the allocation of the Regasification Services_{FSRU}.
- Annex 3** Bank Guarantee (Performance Bond) Template.

Signatures of the Parties

For the **Terminal User**_{FSRU}

Name: [●]

Position: [●]

Name: [●]

Position: [●]

For the **Operator**

Name: [●]

Position: [●]

Name: [●]

Position: [●]

