
SLOT SHARING AGREEMENT

N° / [•] / [•] /.

CONSULTATIONS

This Slot_{FSRU} Sharing Agreement („**Slot_{FSRU} Sharing Agreement**”) has been concluded by and between:

- I. [●] of [●] with registered office in [●], registered in the [●] registry number [●] maintained by [●] VAT No. [●]; Company Registration No.: [●], with share capital amounting to [●] of which paid in [●], represented by:

1. [●]
2. [●]

hereinafter referred to as „**Terminal_{FSRU} User 1**”

and

- II. [●] of [●] with registered office in [●], registered in the [●] registry number [●] maintained by [●] VAT No. [●]; Company Registration No.: [●], with share capital amounting to [●] of which paid in share capital [●], represented by:

1. [●]
2. [●]

hereinafter referred to as „**Terminal_{FSRU} User 2**”

and

- III. [●] of [●] with registered office in [●], registered in the [●] registry number [●] maintained by [●] VAT No. [●]; Company Registration No.: [●], with share capital amounting to [●] of which paid in [●], represented by:

1. [●]
2. [●]

hereinafter referred to as „**Terminal_{FSRU} User 3**”

and

- IV. [●] of [●] with registered office in [●], registered in the [●] registry number [●] maintained by [●] VAT No. [●]; Company Registration No.: [●], with share capital amounting to [●] of which paid in [●], represented by:

3. [●]
4. [●]

hereinafter referred to as „**Terminal_{FSRU} User 4**”

and

Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A. with the registered office in Warsaw (02-337), ul. Mszczonowska 4, entered in 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 KRS, under number 0000264771, NIP /VAT: 527-243-20-41, REGON: 015716698, with share capital of 8 877 190 842 PLN fully paid, represented by:

1. [•]
2. [•]

hereinafter referred to as “**Operator**”

Terminal_{FSRU} User 1, Terminal_{FSRU} User 2, Terminal_{FSRU} User 3 and Terminal_{FSRU} User 4 shall be jointly hereinafter referred to as „**Terminal_{FSRU} Users**”, and each of them individually a „**Terminal_{FSRU} User**”.

Terminal_{FSRU} Users and the Operator shall be hereinafter jointly referred to as the “**Parties**”, and each of them individually a “**Party**”.

Whereas:

- (1) The Operator is implementing an investment project involving the construction and commissioning of a floating LNG storage and regasification unit in the Gdańsk area (hereinafter: 'Terminal_{FSRU}'), for unloading, in-process storage and regasification of LNG. The commissioning and start-up of the Terminal_{FSRU} in the Gulf of Gdańsk, to the extent covered by FSRU 2 Open Season Procedure, are planned in mid-2029.
- (2) the Operator's objective is to build the Terminal_{FSRU}, to effectively compete with other plants of this type operating in the region, and to ensure the highest possible level of its utilisation;
- (3) based on market consultations, the Operator has determined that potential Terminal_{FSRU} Users are interested in the most flexible formula for using the Terminal_{FSRU} under FSRU 2 Open Season, enabling future Terminal_{FSRU} Users to receive Gaseous Fuel within their allocated Contracted Capacity throughout the Gas Year, regardless of the number of Slots allocated to them under the Procedure;
- (4) in order to meet the above expectations of potential Terminal_{FSRU} Users, the Operator decided that under FSRU 2 Open Season, the Terminal_{FSRU} would operate according to a model providing for the sharing of the Slots allocated to Terminal_{FSRU} Users under the Framework Schedule of Calls;
- (5) for the purposes of introducing the above-described model of operation of the Terminal_{FSRU} under FSRU 2 Open Season, it is necessary to conclude an agreement between the Terminal_{FSRU} Users specifying the rules for sharing Slots and LNG borrowing and lending among the Terminal_{FSRU} Users;
- (6) the present Slot Sharing Agreement was concluded together with the Regasification_{FSRU} Orders No. [...], [...], [...] and [...] ('**Regasification_{FSRU} Orders**') concluded between the Operator and the Terminal_{FSRU} Users. The Regasification_{FSRU} Orders were concluded as a result of the Operator conducting the FSRU 2 Open Season procedure, under which the Terminal_{FSRU} Users submitted binding Offers for Regasification_{FSRU} Services, and the Operator allocated Regasification_{FSRU} Services to individual Terminal_{FSRU} Users under the Regasification_{FSRU} Services allocation procedure;

a Slot Sharing Agreement was concluded with the following provisions:

1. DEFINITIONS

All terms used in the Slot Sharing Agreement and written with a capital letter, not otherwise defined in the Slot Sharing Agreement, shall have the meaning assigned to them in the Regasification_{FSRU} Orders or FSRU Terminal Code.

FSRU 2 Open Season the procedure for concluding the Regasification_{FSRU} Agreement and Regasification_{FSRU} Orders in connection with the engineering and construction of the second floating storage and regasification unit;

2. REPRESENTATIONS AND WARRANTIES

2.1 Each Party hereby represents and warrants to the other Parties that:

2.1.1 it has taken all measures required by law to enter into this Slot Sharing Agreement;

2.1.2 it is eligible to enter into the Slot Sharing Agreement, and the persons signing the Slot Sharing Agreement on its behalf are duly authorised to enter into binding commitments

on behalf of the company, including the conclusion and performance of the Slot Sharing Agreement;

2.1.3 the conclusion of the Slot Sharing Agreement has been duly approved by the governing bodies of the Party, and the Slot Sharing Agreement will constitute an effective, binding, and fully enforceable obligation for the Party concerned.

2.2 Terminal_{FSRU} Users undertake to perform the obligations specified in this Slot Sharing Agreement with the utmost diligence determined in consideration of the professional nature of their business.

3. SUBJECT MATTER OF THE SLOT SHARING AGREEMENT

3.1 The Slot Sharing Agreement stipulates:

3.1.1 mutual obligations of Terminal_{FSRU} Users involving sharing the Slots allocated to Terminal_{FSRU} Users in the quantity, during the period and with the Contracted Capacity specified in Appendix 2 to the Regasification_{FSRU} Orders on the terms specified in the FSRU Terminal Code.

3.1.2 the obligation of Terminal_{FSRU} Users to lend and borrow LNG to each other within the Slots covered by the agreed Framework Schedule of Calls.

4. LNG LENDING AND SLOT SHARING

4.1 Terminal_{FSRU} Users are obliged to share Slots on the terms specified in the FSRU Terminal Code.

4.2 Within each Slot in a given Gas Year, each Terminal_{FSRU} User is entitled to use the volume of LNG delivered in that Slot to the Terminal_{FSRU} under FSRU 2 Open Season in a quantity directly proportional to the ratio of the Contracted Capacity allocated to that Terminal_{FSRU} User to the total Contracted Capacity of the Terminal_{FSRU} under FSRU 2 Open Season in that Gas Year ('Share').

4.3 Each Terminal_{FSRU} User who, within the scope of the Slot allocated thereto, delivers a Cargo to the Terminal_{FSRU} as part of the FSRU 2 Open Season, shall lend to all other Terminal_{FSRU} Users in a given Slot and from that Cargo, free of charge, the LNG volume corresponding to the Share of each of the other Terminal_{FSRU} Users ("**Borrowed Volume**").

4.4 The legal title to the Borrowed Volume shall be transferred to individual Terminal_{FSRU} Users upon supplying the LNG to the LNG Delivery Point.

4.5 A Terminal_{FSRU} User delivering a Cargo to the Terminal_{FSRU} within a given Slot under FSRU 2 Open Season shall be obliged to provide other Terminal_{FSRU} Users with all documentation required by law, necessary for submission to the competent administrative authorities, including customs and tax authorities.

4.6 A Terminal_{FSRU} User providing a Cargo to the Terminal_{FSRU} within a given Slot under FSRU 2 Open Season shall be liable to other Terminal_{FSRU} Users for the LNG delivered, including its quality parameters.

4.7 If in the Slot allocated to a Terminal_{FSRU} User a Cargo volume provided to the Terminal_{FSRU} is less than that provided for in the current Framework Schedule of Calls, taking into account updates resulting from the current 3-Month Schedule of Calls, the Share of that Terminal_{FSRU} User shall be reduced accordingly, while maintaining the Shares of other Terminal_{FSRU} Users. If the volume of such Cargo is insufficient to exercise the rights under Borrowed Volume granted to Terminal_{FSRU} Users other than the Terminal_{FSRU} User obliged to provide the Cargo in a given

Slot, the Share of each of those other Terminal_{FSRU} Users shall be reduced proportionally to the ratio of the Share of the given Terminal_{FSRU} User to the Shares of the other Users, except of the Share of the Terminal_{FSRU} User obliged to provide the Cargo in a given Slot. The Terminal_{FSRU} Operator shall immediately inform the Terminal_{FSRU} Users of the modified volume of their Shares. This modification does not require an annex to the Regasification_{FSRU} Order, and the Terminal_{FSRU} Users shall be informed of it in accordance with the rules set out in the FSRU Terminal Code.

- 4.8 If a Terminal_{FSRU} User delivers to the Terminal_{FSRU} within the Slot allocated to them a Cargo of a greater volume than that provided for in the current Framework Schedule of Calls, taking into account updates resulting from the current 3-Month Schedule of Calls, the Share of that Terminal_{FSRU} User shall be increased accordingly, while maintaining the Shares of other Terminal_{FSRU} Users.
- 4.9 If a Terminal_{FSRU} User fails to provide Cargo to the Terminal_{FSRU} within the Slot allocated to them under the current Framework Schedule of Calls, taking into account updates resulting from the current 3-Month Schedule of Calls, and the Slot allocated to that Terminal_{FSRU} User is allocated in accordance with the FSRU Terminal Code to another Terminal_{FSRU} User who concludes a Regasification_{FSRU} Order with respect to the allocated Slot and enters into a Slot Sharing Agreement on the terms specified in clause 4.10, the share of the given Terminal_{FSRU} User shall be recalculated in accordance with the rules specified in clause 4.2. The Terminal_{FSRU} Operator shall immediately inform Terminal_{FSRU} Users of the modified volumes of Share, applicable following the date of commencement of the Slot allocated in accordance with the preceding sentence. This modification does not require an annex to the Regasification_{FSRU} Order, and the Terminal_{FSRU} Users shall be informed of it in accordance with the rules set out in the FSRU Terminal Code.
- 4.10 In the event of Slot allocation in the manner specified in the FSRU Terminal Code and the Regasification_{FSRU} Order, including in the manner specified in clause 4.9, a Terminal_{FSRU} User who has not yet been a party to the Slot Sharing Agreement shall accede to the Slot Sharing Agreement with the same rights and obligations towards other Terminal_{FSRU} Users as of the date specified in Appendix 2 to the Regasification_{FSRU} Order as other Terminal_{FSRU} Users who had already acceded to that Slot Sharing Agreement. A template for the statement of accession to the Slot Sharing Agreement is provided in Appendix 1 to the Slot Sharing Agreement. The Operator shall immediately inform all Terminal_{FSRU} Users of the accession of another Terminal_{FSRU} User to the Slot Sharing Agreement.
- 4.11 Upon submission of a signed Regasification_{FSRU} Order to the Operator with respect to the Slot allocated to the Terminal_{FSRU} User at the latest, the Terminal_{FSRU} User shall be obliged to submit to the FSRU Operator a signed declaration of accession to the Slot Sharing Agreement together with the security referred to in clause 9.
- 4.12 Terminal_{FSRU} Users shall agree to the accession of additional Terminal_{FSRU} Users to the Slot Sharing Agreement. The accession of additional Terminal_{FSRU} Users to the Slot Sharing Agreement or its expiry with respect to those Terminal_{FSRU} Users whose Regasification_{FSRU} Order has expired does not constitute an amendment to the Slot Sharing Agreement and does not require the conclusion of any annex thereto.
- 4.13 The provision of Regasification_{FSRU} Services within each Slot shall be governed by the rules set out in the FSRU Terminal Code.
- 4.14 With the prior written consent of the Terminal_{FSRU} Operator, Terminal_{FSRU} Users may modify the size of the Borrowed Volume within individual Slots by mutual agreement. The share of the Terminal_{FSRU} Users shall be recalculated in accordance with the rules set out in clause 4.2. hereof. The Terminal_{FSRU} Operator shall immediately inform the Terminal_{FSRU} Users of the new quantities under Share applicable to the Slot covered by that modification. The modification does not require an annex to the Regasification_{FSRU} Order.
- 4.15 Each Terminal_{FSRU} User agrees to allow other Terminal_{FSRU} Users to freely dispose of the Borrowed Volume.

5. RECORDING AND SETTLEMENT OF BORROWED LNG

- 5.1 The Operator shall keep records of the Borrowed Volume for each Terminal_{FSRU} User ('Records'), updating them following the performance of Regasification_{FSRU} Services within each Slot, based on the Share currently assigned to the Terminal_{FSRU} User and based on the Report of Calculations, individual accounts of Terminal_{FSRU} Users in terms of Unloaded LNG Quantities assigned to each Terminal_{FSRU} User and shall keep the Terminal_{FSRU} Users informed about the status of their individual accounts on an ongoing basis.
- 5.2 At the request of a Terminal_{FSRU} User, the Terminal_{FSRU} Operator shall provide information about the status of their individual account in the Records, within 3 Business Days.
- 5.3 The Operator shall accept complaints from Terminal_{FSRU} Users regarding the status of their individual accounts in the Records. Complaints shall be considered within 14 days of the date of filing.
- 5.4 If the complaint is upheld, the Terminal_{FSRU} Operator shall correct the balance of the individual account in the Records within seven (7) Business Days of the date of upholding the complaint and shall immediately forward information to this effect to the Terminal_{FSRU} User.
- 5.5 For the avoidance of doubt, the Parties agree that the Terminal_{FSRU} Operator shall not be liable for any settlements of the Borrowed Volume made between Terminal_{FSRU} Users.
- 5.6 Settlements of the Borrowed Volume between Terminal_{FSRU} Users shall take place within the settlement period coinciding with the period of the Framework Schedule of Calls, based on data from the Records and on the terms specified in clause 5.6.
- 5.7 If, according to the Records, at the end of the settlement period, the Terminal_{FSRU} User's individual account shows a negative balance in relation to another Terminal_{FSRU} User, within 60 days of the end of the settlement period, both Terminal_{FSRU} Users shall settle the shortfall by way of mutual agreement through:
- 5.7.1 transferring the agreed volume of the negative balance to be settled in this manner to the next settlement period or, in the event of disagreement on such settlement,
 - 5.7.2 transactions on the OTC market, in which the Terminal_{FSRU} User with a negative balance shall transfer to the Terminal_{FSRU} User with a positive balance the title to Gaseous Fuel quantity corresponding to the negative balance agreed to be settled in this manner, or in the event of disagreement on such settlement,
 - 5.7.3 payment for the negative balance by the Terminal_{FSRU} User with a negative balance to the Terminal_{FSRU} User with a positive balance, determined at the price of LNG on the TTF exchange [...] on the date of delivery of the last Cargo to the Terminal_{FSRU} in a given settlement period.
- 5.8 The Terminal_{FSRU} Users referred to in clause 5.7, shall immediately, no later than within 60 days of the end of the settlement period, inform the Terminal_{FSRU} Operator in writing, signed by the persons authorised to represent each Terminal_{FSRU} User concerned, of the balance following such settlement. Failure to provide such information shall mean that the Operator shall keep Records of the individual accounts of such Terminal_{FSRU} Users, as if the negative balance had not been settled between the Terminal_{FSRU} Users concerned.
- 5.9 In the event of failure to settle between Terminal_{FSRU} Users on the terms specified in clause 5.7, the Terminal_{FSRU} User with a positive balance shall be authorised to use the performance bond granted to them, as referred to in clause 9. In such a case, the provisions of clause 5.8 shall apply accordingly.

6. SLOT SHARING AGREEMENT TERM AND TERMINATION

- 6.1 The Slot Sharing Agreement shall be concluded in relation to individual Terminal_{FSRU} Users for a period of up to 90 days following the end of the settlement period referred to in clause 5.7, following the Gas Year in which the Regasification_{FSRU} Order of a given Terminal_{FSRU} User was terminated or expired.
- 6.2 In the event of expiry of the Slot Sharing Agreement with respect to a Terminal_{FSRU} User who had not settled accounts with other Terminal_{FSRU} Users, their claims in this respect against that Terminal_{FSRU} User shall remain in force.
- 6.3 The Slot Sharing Agreement may not be terminated before the expiry of the period referred to in clause 6.1.
- 6.4 The Terminal_{FSRU} Operator shall immediately inform all Terminal_{FSRU} Users of the termination or expiry of the Regasification_{FSRU} Order with that Terminal_{FSRU} User.

7. LIABILITY

- 7.1 Terminal_{FSRU} Users shall be liable to each other for obligations under the Slot Sharing Agreement on general terms.
- 7.2 The Terminal_{FSRU} Operator's liability for non-performance or improper performance of obligations arising from the Slot Sharing Agreement is excluded.
- 7.3 For the avoidance of doubt, the Operator shall not be liable to any Terminal_{FSRU} User for the actions or omissions of other Terminal_{FSRU} Users, including, but not limited to, the failure of another Terminal_{FSRU} User to return the Borrowed Volume and the failure of another Terminal_{FSRU} User to provide the required security.

8. FORCE MAJEURE

- 8.1 The Parties shall not be liable under the Slot Sharing Agreement for any failure to perform or improper performance of their obligations.
- 8.2 The Party invoking Force Majeure shall be obliged to:
- 8.2.1 notify the other Party of the occurrence of such Force Majeure event and its extent, its estimated duration and the impact on the performance by the Party invoking Force Majeure of its obligations under the Slot Sharing Agreement - without undue delay, but no later than within seven (7) Business Days of the date of occurrence of the Force Majeure event;
 - 8.2.2 inform the other Party of the measures taken to mitigate the effects of Force Majeure and the expected date of resumption of proper performance of the obligations under the Slot Sharing Agreement periodically during the period of Force Majeure, at least at the end of each calendar month;
 - 8.2.3 exercise due diligence to restrict the extent of Force Majeure and mitigate its effects as soon as possible;
 - 8.2.4 notify the other Party immediately after the cessation of Force Majeure and once its effects are mitigated, and without additional request, resume the proper performance of its obligations under the Slot Sharing Agreement.

9. PERFORMANCE BOND UNDER THE SLOT SHARING AGREEMENT

- 9.1 The Parties confirm that in order to secure the claims of Terminal_{FSRU} Users arising from the Slot Sharing Agreement, each Terminal_{FSRU} User shall provide a performance bond confirming its financial capacity to properly perform its financial obligations under the Slot Sharing Agreement, in particular the settlements referred to in clause 5.
- 9.2 The amount of the required security to be provided by each Terminal_{FSRU} User shall be equal to the value of 1 Cargo of 180 000 m³ of LNG determined according to the price on the TTF exchange [...].
- 9.3 The performance bond shall be established in the form of:
- 9.3.1 an irrevocable, transferable, unconditional bank guarantee payable on first demand, a template of which is attached as Appendix 2 to the Slot Sharing Agreement, or
- 9.3.2 an interest-free bank deposit [...].
- 9.4 The bank guarantee referred to in clause 9.3.1 shall be issued by a bank established in the territory of a Member State of the European Union or the EFTA, party to the EEA Agreement which is not covered under the regulations in force, including European Union regulations issued taking into account Article 215 of the Treaty on the Functioning of the European Union (O.J.L. EU C 326/47 of 26.10.2012), the restrictive measures in the field of financial, banking or investment services, including assistance in the issue or any other activities related to transferable securities and money market instruments, with a current rating of not less than Baa2, BBB, BBB respectively from: Moody's (*LT Rating*), Standard & Poor's (*LT Issuer Rating*) or Fitch (*LT Rating IDR*). If a given issuing bank has more than one rating, the lowest rating shall apply. The bank guarantee shall be drawn up and construed in accordance with Polish law.
- 9.5 The financial security referred to in clause 9.3 Shall be maintained throughout the term of the Slot Sharing Agreement with respect to a given Terminal_{FSRU} User.
- 9.6 If the Terminal_{FSRU} User provides a bank guarantee referred to in clause 9.3.1 covering a period shorter than that specified in clause 9.5, it shall be obliged to submit at least thirty (30) days before the expiry of the validity period of the previous bank guarantee - a new bank guarantee meeting the requirements specified hereunder, provided that the guarantee may not be issued for a period shorter than the settlement period plus 30 days. In the event of Terminal_{FSRU} User's failure to submit a new bank guarantee within the specified time limit, the Terminal_{FSRU} User with a positive balance on the individual account referred to in clause 5.1 shall be authorised to use the existing guarantee for an amount corresponding to the balance determined on the basis of clause 5.7.3, and the amount received shall constitute financial security in the form of an interest-free security deposit.
- 9.7 Each time the Terminal_{FSRU} User makes use of the performance bond, the Terminal_{FSRU} User shall be obliged to replenish the amount of the security to its original amount within seven (7) Business Days from the date of its use by the Terminal_{FSRU} User.
- 9.8 If at any time the issuer of the bank guarantee loses the rating referred to in clause 9.4, the Terminal_{FSRU} User shall ensure that the bank guarantee is replaced by another bank guarantee meeting the criteria specified in clauses 9.3 – 9.5 within thirty (30) days of the loss of the minimum rating by the current issuer of the guarantee.
- 9.9 The financial security shall be returned to the Terminal_{FSRU} User within fourteen (14) Business Days of the expiry of the period referred to in clause 6.1.

- 9.10 The Terminal_{FSRU} User shall be authorised to use the performance bond referred to in clause 9.19 in the event of non-performance or improper performance by another Terminal_{FSRU} User of its obligations under the Slot Sharing Agreement, including in the event of:
- 9.10.1 failure to make the settlement referred to in clause 5.6, or
 - 9.10.2 failure to submit new performance bond in accordance with clause 9.6, or
 - 9.10.3 loss of financial rating by the institution issuing the bank guarantee and failure to replace that guarantee with another performance bond in accordance with the provisions of clause 9.8, or
 - 9.10.4 the Terminal_{FSRU} User's failure to provide additional performance bond in accordance with clause 9.7.

10. FINAL PROVISIONS

- 10.1 For the avoidance of doubt, GAZ-SYSTEM S.A. shall be authorised to disclose to individual Participants the information necessary for the execution of Slot Sharing and the performance of the Slot Sharing Agreement.
- 10.2 Any correspondence related to the Slot Sharing Agreement shall be submitted to the addresses specified in Appendix 3 and in the statement of accession referred to in clause 4.10. Any changes to the data specified in the preceding sentence shall be made upon written notification of the other Parties by the persons designated in the documents referred to in the preceding sentence, shall not require an annex to the Slot Sharing Agreement and shall be effective on the date of notification to the other Parties.
- 10.3 The Parties agree that declarations of intent to conclude the Slot Sharing Agreement and statements of accession to the Slot Sharing Agreement shall be effective, and the Slot Sharing Agreement shall be binding on each of them upon the delivery thereof to the address for service of GAZ-SYSTEM S.A. for documents drawn up in hardcopy, or delivery to the address openseason@gaz-system.pl (Terminal_{FSRU} Users who have been allocated capacity under FSRU 2 Open Season) or [...] (Terminal_{FSRU} Users who have been allocated capacity outside FSRU 2 Open Season) for the documents prepared in electronic form with a qualified electronic signature.
- 10.4 For the avoidance of doubt, the Slot Sharing Agreement applies to all Terminal_{FSRU} Users, regardless of whether they were selected under FSRU 2 Open Season or outside this procedure.
- 10.5 The Slot Sharing Agreement has been drawn up in Polish and English language versions, in two (2) identical counterparts, one (1) for the Terminal_{FSRU} Operator and one (1) for the Terminal_{FSRU} User. In the event of any discrepancies between the language versions, the Polish version of the Slot Sharing Agreement shall prevail.
- 10.6 The following Appendices form an integral part of the Slot Sharing Agreement:
- Appendix 1** Statement of Accession to the Slot Sharing Agreement - template
 - Appendix 2** Bank Guarantee template
 - Appendix 3** Contact details

Signatures of the Parties

For **Terminal_{FSRU} User 1**

Name: [●]

Function: [●]

Name: [●]

Function: [●]

For **Terminal_{FSRU} User 2**

Name: [●]

Function: [●]

Name: [●]

Function: [●]

For **Terminal_{FSRU} User 3**

Name: [●]

Function: [●]

Name: [●]

Function: [●]

For **Terminal_{FSRU} User 4**

Name: [●]

Function: [●]

Name: [●]

Function: [●]

For the **Operator**

Name: [●]

Function: [●]

Name: [●]

Function: [●]

CONSULTATIONS