

Preliminary lease agreement

concluded on in Szczecin between:

Zarząd Morskich Portów Szczecin i Świnoujście S.A. based in Szczecin,
at 7 Bytomska Street, registered in the District Court Szczecin – Centrum
in Szczecin, 13th Commercial Division of the National Court Register under number
0000033768, NIP (Tax Identification Number) 955-18-89-161, share capital:
PLN15,843,670.00

fully paid, represented by:

1.,

2.,

according to the printout of the Central Information of the National Court Register of
..... printout ID:.....

hereinafter referred to as the Lessor,

and

.....
.....
.....
.....
.....

hereinafter referred to as the Lessee.

The Lessee declares that to the day of signing the Agreement the above-mentioned data of the Lessee have not changed and that the persons entering into this agreement on its behalf are authorised to represent the Lessee.

Whereas: as a result of the tendering procedure conducted by the Lessor aimed at identifying the Lessee applying for a long-term lease of the land property, ie. plot of land consisting of the developed land plot no. 3/14 with an area of 312.815m², section 1084 - Śródmieście, located at ul. Hryniewieckiego 16, 17, 21, 25, 26 in Szczecin, located within the boundaries of the seaport of Szczecin, the offer of the Lessee was selected as the most favourable, and the Parties conclude this preliminary lease agreement with the following wording.

§ 1

1. The Parties agree to enter into the final lease agreement with the contents as specified in Annex 1 hereto forming an integral part hereof.

2. The conclusion of the final lease agreement requires the consent of the Minister responsible for the State Treasury. In case the consent is not granted, this preliminary agreement will be terminated, when the decision to refuse the consent becomes final.
3. Subject to point 4 below, the final lease agreement will be concluded within thirty (30) days from the date when the decision to grant the consent of the Minister responsible for State Treasury referred to in point 2 becomes final, but not later than by
4. The conclusion of the final lease agreement is possible under the additional condition of submitting by the Lessee, before its signing, the proof of lodging the security of payment of stipulated penalty in the amount of PLN3,500,000 referred to in § 5, point 4 of the Lease Agreement and point II.6 of the Terms of the Tender. Failure to lodge the above security shall entitle the Lessor to withdraw from this preliminary agreement within thirty (30) days from the date of expiry of the deadline for the conclusion of the final agreement.
5. Annex 1, specifying the content of the lease agreement, constitutes an integral part hereof.

§ 2

1. To any matters not covered by the preliminary agreement, the provisions of the Civil Code and the Act on Ports and Harbours of 20 December 1996 as amended shall apply.
2. The Parties shall endeavour to settle any disputes that may arise during the execution of this Agreement, first of all, amicably.
3. If it is not possible to reach an amicable settlement of the dispute, it shall be submitted for consideration by the competent common court of law in Szczecin.
4. Changes and additions to this agreement require a written addendum signed by both Parties to be valid.
5. This Agreement has been made in three (3) identical copies, one for each Party and one for the Minister responsible for the State Treasury.

Lessor:

Lessee: